

AGENDA

Ordinary Council Meeting

on

THURSDAY





26 JULY 2012

at

19:00



MUNICIPALITY OF SWAKOPMUND

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Ref No A 2/3/5

Enquiries: A Gebhardt

16 July 2012

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given of an **ORDINARY COUNCIL MEETING** to be held in the Council Chambers, Municipal Office Building, Swakopmund on:

THURSDAY, 26 JULY 2012 at 19:00,

E U W Demasius
CHIEF EXECUTIVE OFFICER

AG/-

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1. **OPENING**

2. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST**

2.1 Application for leave of absence.

2.2 Declaration of interest.

3. **CONFIRMATION OF MINUTES**

(C/M 2012/07/26 - A 2/3/5)

3.1 Minutes of an **Ordinary Council Meeting** held on **26 July 2012**.
(pp 79/2012 - 97/2012)

4. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING**

None.

5. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**

5.1 Announcements by the Mayor and Chairperson of Council.

5.2 Long Service Awards.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

8. **ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN**

None.

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TAKEN BY COUNCIL IN JUNE 2012**

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MANAGEMENT COMMITTEE DURING JULY 2012**

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MEETING HELD IN JULY 2012**

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10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS
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HELD ON 12 JULY 2012**

2. **CONFIRMATION OF MINUTES**
(M/C 2012/07/12 - A 2/3/5)

2.1 **MINUTES OF AN ORDINARY MANAGEMENT COMMITTEE MEETING
HELD ON 14 JUNE 2012**

On proposal of Councillor A N Bessinger seconded by Councillor L M Madi it was:-

RESOLVED:

That the Minutes of an Ordinary Management Committee meeting held on 14 June 2012 be confirmed as correct.

2.2 **MINUTES OF A SPECIAL MANAGEMENT COMMITTEE MEETING
HELD ON 14 JUNE 2012**

On proposal of Councillor A N Bessinger seconded by Councillor L M Madi it was:-

RESOLVED:

That the Minutes of a Special Management Committee meeting held on 14 June 2012 be confirmed as correct.

5.5 **FINANCE**

5.5.1 **TOTAL EXPENDITURE**
(M/C 2012/07/12 - D 7/3/2/1)

RESOLVED:

That the total expenditure of N\$21 752 401.04 for the period 01- 30 June 2012 be accepted and approved as correct.

7. **MATTERS REFERRED BY PREVIOUS COUNCIL- AND
MANAGEMENT COMMITTEE MEETINGS**

7.1 **FEEDBACK REPORT: SETTING UP OF MUNICIPAL PAY-POINTS**
(M/C 2012/07/12 - D 10/1)

RESOLVED:

- (a) That the implementation of two (2) speed point facilities for the Cashiers and the accompanying costs to set-up and maintenance of these facilities be approved.
- (b) That the General Manager: Finance monitors the number of transactions recorded during the lunch hour periods for July

2012 and report back to the next Management Committee meeting.

7.6 **INVITATION FOR DEVELOPMENT PROPOSALS FOR BUSINESS ERVEN AT THE PDA MONDESA**

(M/C 2012/07/12 - H 5/7)

RESOLVED:

- (a) That the proposal of Messrs Mongilo Trading Enterprise be disqualified because he is not a resident of Mondesa.
- (b) That the following applicants be invited to present their business proposals to Council:
 - *Messrs The Namupala Family Enterprise*
 - *Messrs Petrus Hangula*
 - *Messrs Lukas Shilongo*
 - *Messrs Ismael Abraham*
 - *Messrs Sam Halupe*
 - *Messrs Washikoko Builders and Services CC & Shetu Construction*
 - *Messrs Omakango Trading CC*
- (c) That each applicant be allowed to only make one presentation in view of the fact that there are a limited number of erven available.
- (d) That applicants be informed to submit letters of intent for financial assistance.

7.16 **DRAFT PROPERTY POLICY**

(M/C 2012/07/12 - G 4/1)

RESOLVED:

- (a) That the comments of the Management Committee be incorporated in the draft revised Property Policy.
 - (b) That subsequent to (a) above, the Property Policy be forwarded to Messrs Conradie & Damaseb Attorneys to vet the policy.
 - (c) That the comments of Messrs Conradie & Damaseb Attorneys be submitted to Management Committee for consideration.
 - (d) That once the Property Policy is approved by Council, the policy be submitted to the Ministry of Regional and Local Government, Housing and Rural Development for publication.
-

8. **POLICY MATTERS**

8.1 **PETITION FOR CRIME PREVENTION IN SWAKOPMUND**

(M/C 2012/07/12 - A 1/3/20)

RESOLVED:

- (a) That Council in principle expresses its support for the petition.
 - (b) That a meeting be held with the Station Commander of NamPol and to request them to expand their local manpower and enquire what additional measures can be proposed to reduce the incidents of crime in Swakopmund.
-

8.2 **PROPOSAL FOR A JOINT VENTURE AGREEMENT: NAMIBIA FILM COMMISSION // SWAKOPMUND MUNICIPALITY**

(M/C 2012/07/12 - K 7)

RESOLVED:

That a meeting be arranged with the Namibia Film Commission to discuss the proposed joint venture agreement to set up a Film one-stop-office in Swakopmund.

8.3 **RENAMING OF PANSY STREET, EXTENSION 9**

(M/C 2012/07/12 - N 8/1/2)

RESOLVED:

That this item be referred back and be resubmitted with the guidelines from the line Ministry regarding the naming of streets and public places.

8.10 **REQUEST FOR SPONSORSHIP: NAMIBIA NATIONAL MAYORS' FORUM ANNUAL GENERAL MEETING**

(M/C 2012/07/12 - A 2/3/2/1/2)

RESOLVED:

That this item be referred back and be resubmitted to the next Management Committee meeting.

8.11 **INVITATION FOR BUSINESS PROPOSALS: RENTAL / OPERATION OF MUNICIPAL CAFETERIA**

(M/C 2012/07/12 - E 1/1)

RESOLVED:

That this item be referred back for further investigation by the Engineering Services Department regarding the flat rates for water and electricity and be resubmitted to the next Management Committee meeting.

8.12 **PERSONALISED LICENCE NUMBER FOR THE MAYORAL VEHICLE**
(M/C 2012/07/12 - L 5)

RESOLVED:

- (a) That permission be granted to the Manager: Traffic Services to apply at Natis for a personalized license number as prescribed by the Road Transport and Traffic Act, Act 22/1999 to be placed on the new official vehicle of the Mayor as follows:

MAYOR S  NA

- (b) That the total cost of N\$2 556.00 for the license number be defrayed from the Tools and Equipment Vote 100510430900 where N\$5 000.00 will be available.

9.2 **CREATION OF A NEW POSITION: GENERAL WORKER/CLEANER**
(M/C 2012/07/12 - B 1/1/2/1)

RESOLVED:

- (a) That the creation of the new position of a General Worker/Cleaner for the Mayoral Suite be approved.
- (b) That the Job Description with grading results be submitted to Management Committee for approval.

9.3 **WORKSHOP ON LOCAL ECONOMIC DEVELOPMENT AND YOUTH UNEMPLOYMENT**
(M/C 2012/07/12 - H 5/3)

RESOLVED:

- (a) That permission be granted to the Manager: Community Development Services (Mr V S Kaulinge), the Youth Development Officer (Ms S Kathena) and the Economic Development Officer (Ms I Kangueehi) to attend the workshop on Local Economic Development and Youth Unemployment on 25 - 27 July 2012 in Durban, South Africa.
- (b) That the out of town allowance for the three officials be defrayed from Vote 500510215700 where N\$20 000.00 is available.
- (c) That special leave be granted to the staff members during this period.
-

9.4

INVITATION TO THE 6TH NAMIBIAN WOMEN SUMMIT 2012

(M/C 2012/07/12 - A 2/3/2/1)

RESOLVED:

- (a) That the Mayor, Councillor R N Andreas-Noabes, Councillor L M Madi, the Senior Traffic Officer (Ms T Xoagus) and the Administrative Officer: Human Resources (Ms M Niemand) attend the 6th Namibian Women Summit 2012 from 08-10 August 2012 in Windhoek.
- (b) That the Mayor's vehicle be used when travelling to Windhoek.
- (c) That the cost be defrayed and distributed as follows:

<i>Registration</i>	<i>Councillors</i>	<i>Training Vote</i>	<i>100510215700</i>	<i>6 000.00</i>
<i>Overnight Allowance</i>	<i>Councillors</i>	<i>Conference Expenses</i>	<i>100510206500</i>	<i>6 000.00</i>
<i>Accommodation</i>	<i>Councillors</i>	<i>Conference Expenses</i>	<i>100510206500</i>	<i>7 200.00</i>
<i>Fuel</i>	<i>Mayoral Vehicle</i>	<i>Conference Expenses</i>	<i>100510206500</i>	<i>±500.00</i>
<i>Registration</i>	<i>Snr Staff members</i>			<i>2 000.00/ person</i>
<i>Overnight Allowance</i>	<i>Snr Staff Members</i>	<i>Conference Expenses</i>	<i>From the relevant Departments' Vote</i>	<i>1 000.00/ person</i>
<i>Accommodation</i>	<i>Snr Staff Members</i>	<i>Conference Expenses</i>	<i>From the relevant Departments' Vote</i>	<i>2 400,00/ person</i>

9.5

WORKSHOP ON THE REVIEW OF THE COMMUNITY LAND INFORMATION PROGRAMME (CLIP) IN GOBABIS

(M/C 2012/07/12 - A 4/3/1/3)

RESOLVED:

- (a) That the permission granted to Councillor N N Salomon and the Community Development Officer (Ms M Palmer) to attend the workshop on the review of the Community Land Information Programme (CLIP) in Gobabis on 04 July 2012 be condoned.
- (b) That the two delegates make use of the Municipal vehicle to travel to Gobabis.
- (c) That special leave be granted to the staff member during this period.
- (d) That the subsistence and travelling allowance of the Community Development Officer be defrayed from Vote 500510215700 where an amount of N\$16 000.00 is available while the subsistence and travelling allowance for the

Councillor be defrayed from Vote 100510206500 where an amount of N\$12 774.07 is available.

9.6 **INAUGURAL NAMIBIAN CONFERENCE ON STRATEGIC SPATIAL PLANNING FOR URBANIZATION**

(M/C 2012/07/12 - A 4/3/1/3)

RESOLVED:

- (a) That the permission granted to the Town Planner (Mr A van der Westhuizen) to attend the Inaugural Namibian Conference on Strategic Spatial Planning for Urbanization from 25-26 June 2012 in Windhoek be condoned.
- (b) That the costs of N\$9 200.00 for registration to attend the conference and subsistence and travelling be defrayed from Conference Expense Vote 103010215700 where N\$9 558.00 is available.

9.7 **MUNICIPALITY OF SWAKOPMUND TO HOST THE SOUTHERN AFRICA INTER-MUNICIPAL SPORT ASSOCIATION GAMES (SAIMSA GAMES 2013)**

(M/C 2012/07/12 - J 10/1)

RESOLVED:

That this item be referred to the “*In Camera*” session.

10. **MATTERS NOT ON THE AGENDA, BUT DISCUSSED WITH PERMISSION OF THE CHAIRPERSON**

10.1 **NAMING OF THE AMPHITHEATRE**

(M/C 2012/07/12 - N 7/3/6/1)

RESOLVED:

That this item be referred back and be resubmitted with the guidelines from the line Ministry regarding the naming of streets and public places.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **ORDINARY MANAGEMENT COMMITTEE MEETINGS HELD ON 12 JULY 2012**
- 11.1.1 **ACCESS TO COTTAGE HOSPITAL FROM DANIEL KAMHO STREET**
(C/M 2012/07/26 - E 1113)

Ordinary Management Committee Meeting of 12 July 2012, Addendum 7.2 page 05 refers.

A. The following item was submitted to the Management Committee for consideration:

Introduction

An application was received from Messrs Medi-Clinic through their Consulting Engineers, Messrs WML Coastal to allow access to Erf 1113, Tamariskia from Daniel Kamho Street. The main reason is to give emergency vehicles faster access to the hospital emergency entrance of the refurbished hospital.

Discussion

Council on **24 August 2009** under item 11.1.15 as resolved follows:

That the application of Messrs Cottage Medi-Clinic for entrance only from Daniel Kamho Avenue and Franziska van Neel Street to Erf 578 and exit only from Erf 578 to the remainder of Erf 579, be approved on condition that:

- *The Swakopmund Municipality will not be held liable for any accidents on the Erf as a result of the opening of the entrances as well as accidents on the parking area.*
- *All costs associated with the opening of the entrances, road signs and road markings will be carried by Messrs Cottage Med-Clinic.*
- *The opening of the entrances will be done in consultation with the Engineering Services Department and the Traffic Section and all road signs and work must be in accordance with engineering and traffic standards.*

Management Committee on **14 June 2012** under item 7.2 resolved as follows:

That this item be referred back for further investigation and be resubmitted to Management Committee.

Considerations

During a discussion between Mr P Sander, representing Messrs Medi-Clinic and the Chief Executive Officer of the Municipality of Swakopmund, Mr E U W Demasius it was proposed to consider the proposed design which was submitted by Messrs WML Coastal for access to the private street on Erf 1113, Tamariskia from the Daniel Kamho Avenue with the following amendments and conditions:

- *A right-hand turn-off on Daniel Kamho Avenue. from the South will not be permitted except for emergency vehicles in a related situation only.*
- *The left-hand turn-off from the North onto Erf 1113 must be provided unhindered, i.e. without the yield and the traffic island.*
- *That an exit in a southern direction into Daniel Kamho Avenue be permitted only. The wording "Haupt Street" is to be replaced by the erf number. The portion labelled "Haupt Street" is considered an internal street since it will be cordoned off against the Remainder of Erf 579, Tamariskia.*
- *The construction plan will be amended accordingly.*
- *That Council approves the amendment to its previous Council resolution of 24 August 2009.*

A revised layout is submitted as **Annexure "A"**.

Further Discussions

During the previous Management Committee meeting it was debated whether it is advisable to allow access from Daniel Kamho Avenue. The Manager: Corporate Services emphasised this concern as follows:

We know that the Management Committee referred this matter back not because it is resolved but for Engineering Services to investigate. At the Planning Forum it was made clear that we are trying to solve a problem created by the dangerous intersection at Smith Laan but the effect of the new entrance at Cottage is to create a new, even more dangerous, one. It is not acceptable for traffic to be stationary in the fast lane waiting for vehicles in 2 oncoming lanes to pass in order to provide a safe distance to cross over the lanes. My understanding is that a proper design is required to ensure that we do not expose Council to unnecessary risk. The entrance has been closed for a long time and we have not had any complaints from emergency vehicles taking too long to reach the entrance of the hospital why has it suddenly become urgent?

The width of Daniel Kamho Avenue encourages speeding, but the speed limit remains 60 km/h. The Nelson Mandela Circle introduced speed calming. A new Smit Street - Woker Street connection is currently under construction. Traffic lights have been budgeted for in the new financial year to improve safety at the Smit / Daniel Kamho intersection. The turn-off to Erf 1113 Tamariskia (the hospital) is 220m north of this intersection. The traffic flow from Daniel Kamho Avenue into the hospital is expected to be much less than into Smith Street; the short distance and the reduced turn-off traffic are regarded as mitigating circumstances, which make this turn-off feasible. See **Annexure "B"**.

This stretch of street is an urban street. This turn-off is no different than for example the turn-off from Tobias Hainyeko Street into Werft Street. The latter is even in a bend and has a middle island.

Financial

No cost to Council.

B. After the matter was considered, the following was:-

RECOMMENDED:

That the Council resolution taken on 24 August 2009 under item 11.1.15 be revoked and replaced with the following:

- (a) That a left-hand turn-off from the North onto Erf 1113 must be provided unhindered, i.e. without the yield and the traffic island.**
 - (b) That an exit in a southern direction into Daniel Kamho Avenue be permitted only with no entrance from the southern direction.**
 - (c) That the wording "Haupt Street" is to be replaced by the erf number.**
 - (d) That the construction plan will be amended accordingly.**
 - (e) That the Swakopmund Municipality will not be held liable for any accidents on the Erf as a result of the opening of the entrances as well as accidents on the parking area.**
 - (f) That all costs associated with the opening of the entrances, road signs and road markings will be carried by Messrs Cottage Med-Clinic.**
 - (g) That the opening of the entrances will be done in consultation with the Engineering Services Department and the Traffic Section and all road signs and work must be in accordance with engineering and traffic standards.**
-

11.1.2 **VANDALISM AT THE TAMARISKIA PLAY PARK**
(C/M 2012/07/26 - N 7/4/1, T 503)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.3 page 09 refers.

A. The following item was submitted to the Management Committee for consideration:

Management Committee on **14 June 2012** under item 10.1 resolved as follows:

That this item be referred back for cost analysis and investigation of the security issues.

Following the above resolution, three (3) local Security Companies were contacted to obtain the costs involved for a security guard to protect the Tamariskia Play Park against vandalism. The estimated cost is per following table.

	PER 12 HOUR SHIFT	PER MONTH NIGHT SHIFT ONLY	PER MONTH 24 HOURS
LOWEST PRICE RECEIVED	N\$165.00	N\$4 950.00	N\$9 900.00
HIGHEST PRICE RECEIVED	N\$230.00	N\$6 900.00	N\$13 800.00

The option to protect the park by a security guard, on a twelve hour night shift or permanently, is high. No budgetary provisions were made for this on the Operational Budget 2012/13.

An alternative to the above could be a security company that is tasked to visit the park occasionally, four to five checks, during the night to do spot checks. This company could then react /report any unusual matters to the Police. Prices were obtained and such a service would cost approximately N\$1 500.00 per month.

The previous problems regarding the maintenance of the park and the water pressure have been sorted out and the condition of the plants and grass should definitely improve. Only the following issues remain and should be addressed in order to make this park a success:

- *Security issues, especially to prevent vandalism.*
- *Cleaning and control of the toilets.*

The following two different options can be considered in order to solve the problems:

<u>OPTION 1</u>	<u>OPTION 2</u>
<i>A kiosk can be added to the existing building. This can be done at a low cost to Council and will cost approximately N\$9 000.00. Such a kiosk could then be rented out, at a minimal fee, to somebody at a very low monthly rental, on condition that the person cleans and controls the toilets, while Council provides the cleaning material and consumables. This person could then sell sweets; cool drinks etc. to the public and at the same time keep an eye on the park and report any type of vandalism during the day.</i>	<i>A security guard can be deployed on a twelve hour night shift or for twenty four hours. This is the most expensive option and no provision has been made on the budget for this. The issue of the cleaning and control of the toilet will remain a problem.</i>
<i>In addition, a security company can be tasked to visit the park occasionally, four to five checks, during the night to do spot</i>	

<p><i>checks. This company could then react to any unusual matters straight to the Police. The estimated cost of N\$1 500.00 per month, could perhaps be financed from the Public Buildings or Parks and Gardens votes if some savings can be achieved.</i></p> <p><i>The lighting, especially around the existing toilets, can be improved by installing additional lights. This should help to keep the unwanted visitors away, because they can then be seen better by the surrounding house owners. The house owners should furthermore be asked to report any vandalism, especially during the night, to the appointed security company or to the Police.</i></p>	
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B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That a kiosk be added to the existing building at a cost of ±N\$9 000.00 and that the kiosk be rented out at a minimal monthly fee on condition that the person cleans and controls the toilets.
 - (b) That Council provides the cleaning materials and consumables.
 - (c) That a security company be appointed to visit the park occasionally during the night to do spot checks and that the cost be financed from the Public Buildings or Parks and Gardens Votes.
 - (d) That additional lights be installed to improve lighting around the existing toilets.
-

11.1.3 **AESTHETICS COMMITTEE: CONCERN REGARDING DEVELOPMENTS TAKING PLACE WITHIN THE CONSERVATION AREA WITHOUT PRIOR APPROVAL FROM THE AESTHETICS COMMITTEE**

(C/M 2012/07/26 - J 8)

Ordinary Management Committee Meeting of 12 July 2012, Addendum 7.4 page 11 refers.

A. The following item was submitted to the Management Committee for consideration:

It is a concern by the Aesthetics Committee that so many developments are taking place within the Conservation Area of Swakopmund without prior approval of the Aesthetics Committee or the National Heritage Council. As all approvals by the National Heritage Council require a prior approval by the Aesthetics Committee, the first in line in the approval system is the Aesthetics Committee.

Alterations and paintwork to buildings within the Conservation Area are taking place without any prior approvals:

1. *The Mexican Grill have painted their building with large colourful images with no approval and have gotten away with it without any consequences,*
2. *The Pizzeria have closed off a gable window and painted large colourful images with no approval and have gotten away with it without any consequences,*
3. *The Swakopmund Buchhandlung was painted without any approvals of the colours and have gotten away with it without any consequences,*
4. *The Areva Plaza building was built up against an existing historical church. This was not indicated on the plans that were approved by the Aesthetics Committee, but the developers have gotten away with it without any consequences,*
5. *The renovations of Erf 160, Cooks House - Republikein's premises have been done without prior approval by the Aesthetics Committee. They have now submitted an incomplete submission and seem to be getting away with it. If this is not dealt with, the same contractor can potentially sell himself to other developers that he is able to get around the system. We know that this development was done with the owners being fully aware that they should have handed in an application to the Aesthetics Committee and the National Heritage Council prior to commencement of any work,*
6. *The tragic wall around the Namib Primary School, which is an A-rated historical property, was not carried out according to the submissions that were approved. There are renovations that were done on the historical building which were not submitted at all. There were also no consequences to any of this and yet there has been a subsequent advertisement in the newspaper in which the School is asking for quotations for further renovations to be carried out. No historical government buildings within the Conservation Area are exempted from the requirements of the Aesthetics Committee.*
7. *The property Erf 228 C on the town planning scheme is a 1920 building on the corner into Tobias Hainyeko Street where all the windows have been replaced with aluminium or plastic windows and glass boxes added to the building. This was all done without any submissions to the Aesthetics Committee.*

This list could most probably be expanded and extended. It is becoming a real concern that the Aesthetics Committee have so many voluntary members prepared to spend an extensive amount of time in attending meetings, doing Aesthetic evaluations and generally prepared to field phone calls etc because they care about what is happening to the town of Swakopmund which has always been a quaint coastal town with a very

strong Architectural character. All these efforts by everyone involved seem however to be turning out to be fruitless, as the decisions that are taken by the Committee carry no consequence to the citizens and as a result the Committee is being ignored especially by the main developers in town who make every effort to find legal or other reasons why the Aesthetics Committee is irrelevant.

In an effort to redeem the situation and perhaps give voluntary members more reason for making the effort of getting involved in the Committee functions, the Aesthetics Committee proposed that the owners of property in the conservation area be informed that they form part of the conditions as specified and the guidelines be forward to them.

The matter was discussed at an Aesthetics Committee meeting held, Friday, **15 June 2012** and it was resolved:

- (a) *That Council be requested to assist the Aesthetics Committee to send the Guidelines of Council's Aesthetics Committee to all property owners within Swakopmund's Conservation Area.*
- (b) *That a letter be drafted by the Secretary to be forwarded to all the Aesthetic Committee members for their input and finalization and submission to Management Committee for the necessary approval.*
- (c) *That the Building Division of the Engineering Department assists to identify the erven within the Conservation Area.*

B. After the matter was considered, the following was:-

RECOMMENDED:

That the draft letter (attached) submitted by Council's Aesthetics Committee regarding the Aesthetics guidelines be approved and be forwarded to all property owners within Swakopmund's Conservation Area.

11.1.4 **ELECTION OF THE NEW DECENTRALISED BUILD TOGETHER COMMITTEE**

(C/M 2012/07/26 - H 5/3)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.5 page 17 refers.

A. The following item was submitted to the Management Committee for consideration:

1. With the expiry of the term of office of the previous Build Together Committee, it became necessary to elect a new committee which will co-ordinate the implementation of the Build Together activities in Swakopmund.
2. According to Section 27 of the National Housing Development Act, Act 28, 2000, a Decentralised Build Together Committee shall consist of not more than ten and not less than five members which members shall be elected by the inhabitants of the geographic area for which the committee is established.
3. To this end, 53 Build Together beneficiaries who were approved by Council on **26 April 2012** were invited to a public meeting held on **23 June 2012** in the Swakopmund Town Hall. A total of 30 attended the meeting, which was also attended by the Chief Executive Officer and staff members of the Community Development Services Department.
4. The rules and regulations pertaining to the election of the committee were first explained, before the election process could start.
5. Following below are the names of six members elected at the meeting:
 1. *Mr Alfeus U N Ekandjo*
 2. *Mr Appolos Huiseb*
 3. *Mr Germanus Ilonga*
 4. *Mr Nataniel Nguatjiti*
 5. *Ms Sandy M Harases*
 6. *Ms Stella S G Kaninas*
6. In terms of Build Together Implementation Guidelines the following bodies/persons shall be represented on the Decentralised Build Together Committee, besides elected individuals;
 - *One NGO and one Community Based Organisation (CBO) representative*
 - *The Chief Executive Officer*
 - *Representatives from Engineering and Health Services Departments*
7. It is crucial that the Decentralised Build Together Committee is established in order to continue with the co-ordinating of the Build Together activities within Swakopmund.
8. The Community Development Services Department is currently organizing the necessary training to these beneficiaries on various

facets involved before they could receive their loans.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That the election of the following Decentralized Build Together Committee members for a period of three (3) years be confirmed:

- *Mr Alfeus U N Ekandjo*
- *Mr Appolos Huiseb*
- *Mr Germanus lilonga*
- *Mr Nataniel Nguatjiti*
- *Ms Sandy M Harases*
- *Ms Stella S G Kaninas*

(b) That in addition to (a) above, the following six (6) members also serve on the Decentralized Build Together Committee:

- *One NGO / CBO representative (to be nominated)*
- *The Chief Executive Officer*
- *General Managers- Engineering Services, Health Services, Community Development Services and Finance Departments*

(c) That the names of the Decentralized Build Together Committee members be forwarded to the Ministry of Regional and Local Government, Housing and Rural Development for appointment by the Minister.

11.1.5 **LEASE PROPOSALS FOR ROOM 6 - WOERMANN HAUS**
(C/M 2012/07/26 - E 1/4/1)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.7 page 25 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Council on **29 May 2008** under item 11.1.2 resolved follows:

That the lease of the Reading Room and all rooms that become vacant in the Woermann Haus Complex in future be advertised, inviting interested parties to indicate the purpose of use in order for Council to do the allocation thereof accordingly.

2. **Rooms 18/1 and 18/2** (combined measuring $\pm 14m^2$) became vacant and were advertised in our local newspapers with the closing date for applications being **15 June 2012**.
3. The following three proposals were received; letters motivating their intended use are **attached as Annexure A, B and C:**

APPLICANT	SUMMARY
Messrs P A Realtor Group CC (Annexure "A")	They will operate as a real estate agent, who specializes in Body Corporate Management as well as property auctions. These rooms will primarily be utilised for office space .
Messrs Desmet Investments Close Corporation (Annexure "B")	The business will serve as a retail outlet who will sell designer jewellery, costume jewellery, fashion jewellery and exquisitely designed contemporary jewellery from the best designers as well as brands from all over the world. These rooms will be utilised as a designer costume jewellery outlet .
Messrs Swakopmund Youth Development & Arts Centre (Annexure "C")	<p>The Swakopmund Youth Development & Arts intends to lease the rooms solely to help the youth by uplifting their intellectual, economical and social abilities with the slogan "Build a Productive Youth Initiative". Their mission is to educate the youth regardless of their skin colour, sex or disability on how to be:</p> <ul style="list-style-type: none"> •successful, •self assured and •determination •a responsible citizen, leader and future parent who cares for the community and the environment. <p>With reference to the above the Swakopmund Youth Development & Arts <u>wish to utilise these rooms as a Book Exchange Shop which will run concurrently with a Walk-In Library</u> as they strive to cultivate a culture of reading. They identified many youth have little or no resources to be able to afford reading material as they may require.</p> <p>They also <u>wish to operate as an Arts Centre</u> in order to try to help the youth who are not academically gifted but are equally good in singing, theatre, dance, poetry, etc. They feel the reason why so many youth ends up on the streets after failing grade 10 or 12, is due to the fact that the community failed to give attention as they are not academically gifted.</p> <p>For information: In the long run the Swakopmund Youth Development & Arts wish to engage in internship with municipalities, the government, parastatals and other employers. The skills and experience obtained will help the youth in their future applications for employment and also for those who wish to start their own business (small or medium enterprises). With this future venture there will be less poverty and a reduction in unemployment. The internship is part of the</p>

APPLICANT	SUMMARY
	<p><i>project but will not be operated from this vicinity.</i></p> <p><i>Messrs Swakopmund Youth Development & Arts will utilise these rooms primarily as a Book Exchange Shop which will run concurrently with a Walk-In Library to cultivate a culture of reading and as an Arts Centre to market the products of the youth.</i></p>

The constitution of Messrs Swakopmund Youth Development & Arts Centre is **attached** as **Annexure “D”**.

4. Messrs PA Realtor Group CC is purely commercial entity which will use the property only as an office, while the businesses at Woermann Haus are mainly community / tourism related. Messrs Desmet Investments can fit into the general activities at the Woermann Haus.

Messrs Swakopmund Youth Development & Arts Centre is a non-profit organisation, not operational yet, but with a great vision and good intentions in respect of leading and assisting the youth of our society.

5. **Attached** as **Annexure “E”** is Council's standard lease conditions with a drawing of the Woermann Haus.

B. After the matter was considered, the following was:-

RECOMMENDED:

That in terms of Council's resolution passed on 29 May 2008 under item 11.1.2, Rooms 18/1 and 18/2 in the Woermann Haus be allocated to Messrs Swakopmund Youth Development & Arts Centre, subject to the following conditions:

- (i) *A lease period lapsing on 30 November 2015 (same as all other lease periods for rooms in the Woermann Haus).*
 - (ii) *A monthly rental of N\$135.00 + 15% VAT (N\$20.25) = N\$155.25, escalating 10% per annum starting July 2013.*
-

11.1.6 **CONSTRUCTION OF MULTIPURPOSE CENTRE FOR SWAKOPMUND**
(C/M 2012/07/26 - M 4348)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.8 page 39 refers.

A. The following item was submitted to the Management Committee for consideration:

Development proposals were invited for designs for the Multi Purpose Centre in Mondesa, and three proposals were received. At a meeting held on **12 April 2012**, Council appointed Messrs Karen Miller Architect as the successful bidder for the construction of the Centre.

Attached hereto is a site plan of the centre (**Annexure “A”**) reflecting six (6) SME units, a community hall, an e-library, an after school project room, a restaurant, sports facilities which include boxing, gym, squash and table tennis, amphitheatres and stages for various outdoor activities.

Also **attached** are cost estimates for the entire project (**Annexure “B”**), amounting to N\$18 400 178.00.

Currently there is a combined total of N\$5 million available on different votes dedicated to this project on the budget; the project must therefore be implemented in phases. The first phase could consist of the community hall and the toilet block as the two compliment each other i.e., the community hall cannot be functional without ablution facilities. However, the cost for the construction of the community hall and toilet block will amount to N\$6 million according to the cost estimates; thus leaving a shortfall of N\$1 million.

The remaining phases will then be implemented as the budget allows.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) **That a Multi Purpose Centre be constructed in phases and that the first phase consists of the Community Hall and the ablution facilities as the two should be constructed together to make the hall functional.**

(b) **That the project be financed from the following votes:**

- *Vote 202531611700 - N\$1.5 million*
- *Vote 202531618900 - N\$2 million*
- *Vote 202539000300 - N\$1 million*
- *Vote 104531614100 - N\$500 000.00 (for the boxing facility)*

(c) **That Council sources additional funds to cover the shortfall of N\$1 million.**

11.1.7 **SERVICE PROVISION AT SWAKOPMUND LANDFILL SITE**
(C/M 2012/07/26 - G 1/1)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.9 page 48 refers.

A. The following item was submitted to the Management Committee for consideration:

During **April 2012** the General Manager: Health Services submitted an addendum to Management Committee pertaining to the expiry of the current Service Agreement for the management of the Swakopmund Landfill in **August 2013**. It was *inter alia* recommended under item 7.10 as follows:

- (a) *That Council do not consider renewing the service agreement with Enviro-Fill Namibia (Pty) Ltd which expires in August 2013.*
- (b) *That Council Resolution taken on 28 January 2010 be repealed.*
- (c) *That Council calls for new proposals for the management of the Landfill site which have to include the construction and management of the Material Recovery Facility before the current service agreement with Enviro-Fill Namibia expires.*

Management Committee on **12 April 2012** under item 7.10 resolved as follows:

That this item be referred back and that the General Manager: Health Services determines the most viable option for the Solid Waste Management Plant and report back to Management Committee.

BACKGROUND:

During the strategic planning meeting of the Swakopmund Municipal Council in **January 2007** it was decided to call for proposals to develop a Solid Waste Management Plant for the town to be operated by private Solid Waste Management Entrepreneurs.

Registered Solid Waste Operators were therefore invited to submit development and management proposals for the proposed establishment and construction of a Solid Waste Processing Plant in close proximity to the current dumping site located approximately 6km north of the town.

After calling the selected operators to do a presentation to Council and after further consideration of the proposals it was resolved on the **25 October 2007**, under item 11.1.20 as follows:

- (a) *That the Applicant be informed that Council has re-considered its decision to outsource the construction of the Waste Plant and intends to set up its own Waste Plant.*
- (b) *That Council's previous resolutions be hereby repealed.*
- (c) *That the General Manager: Health investigates alternative solutions and submits cost estimates to Management Committee, in respect of such alternatives.*
- (d) *That, in the meantime, the General Manager: Health Services implement intermediate corrective measures to improve the current situation at the dumping site.*

The resulting evaluation of the dumping site revealed the following conditions:

- *Unofficial reclaimers (people scavenging for recyclable items) have uncontrolled and unrestricted access to the dumping site, thus exposing themselves to the hazardous dumping site environment.*
- *Due to uncontrolled access, household refuse and industrial & building rubble is dumped in a haphazard manner.*
- *Uncontrolled fires occur from time to time on the dumping site.*
- *Covering material is not available and resultantly windblown litter causes environmental pollution.*

- *No ablution or sanitary facilities are available on site for the Municipal staff member and the unofficial reclaimers.*
- *No facilities are available for eating, storing food or utensils.*

The local media reported extensively on the windblown refuse that litters big areas of the open spaces in the vicinity of the dump site and an inspection of the alleged extreme conditions revealed that most of these media reports were correct.

It was therefore imperative that measures had to be put in place that will curb the further pollution of the above-mentioned open spaces and to improve on current solid waste management practices at the dumping site. The following action plan was proposed.

Phase 1:

Fencing of the current site:

As a first step it was critical to fence off the entire dumping site and to install one entrance/exit gate, which should be manned by someone appointed by Council on a contract or permanent basis.

The envisaged area to be fenced off immediately is an area of: 600m x 375m = 225, 000m². This will ensure that the dumping operations are carried out in a planned or organized manner, resulting in better control of the scavengers, dumping site users and the resultant control over windblown litter.

It was further envisaged to earmark an area of 1000m x 500m = 500, 000m² which will serve to accommodate future expansions of the dumping site.

The direct benefits of Phase 1:

- *Firm control over the operations of the dumping site.*
- *Controlled operations on the dumping site – and the allocation of appropriate dumping areas.*
- *The containment (or reduction) of litter.*
- *Recordkeeping of companies and individuals who use the dumping site,*
- *Controlled access at the dumping site, and*
- *An improved monitoring and recording system of operations at the site and safeguarding of Councils investment.*

At a Management Committee meeting held on **19 February 2008** it was resolved to apply interim control measures to improve on the solid waste management operations at the dumping and some of the considerations included:

- That Council grants principle approval to the General Manager: Health Services to call for tenders for the fencing of the current dumping site.*
- That principle approval be granted for the appointment of the Dumping Site: Supervisor and an Assistant on contract pending the finalization of the Bungalows turnaround strategy.*
- That the Human Resources Section assists the General Manager: Health Services with the compilation of job descriptions for the two positions referred to in (b) above.*
- That the General Manager: Health Services be given permission to utilize the funds provided on Vote 301031605000 (Creation of New Refuse Plant) where an amount of N\$ 2, 500 000.00 for the purposes of fencing the current dumping site and related expenses.*
- That the General Manager: Health Services be authorized to appoint contract workers to clean-up windblown litter north-east of the dumping site up to the B2 national road, also to be funded from the Vote in (d) above.*
- That the presentation by Enviro-Fill be scheduled for 12 March 2008.*

During **April 2008** the General Manager: Health Services submitted an item to Council that expressed concerns that the landfill site is not properly managed and that the town is in need of a properly-designed and well-managed landfill site which should be operated on best practices that minimizes its impact on the environment. It was found that the poorly-managed dumping site led to the creation of a number of adverse environmental impacts such as wind-blown [litter](#), attraction of insects, uncontrolled fires and obnoxious smells, to name a few.

It was then approved to call for proposals from waste entrepreneurs on how to effectively manage the landfill site.

A proposal from Enviro-Fill Namibia (PTY) Ltd was then considered and approved after a visit by Councillors to their operations in Windhoek. An agreement was then signed with the company which included two phases of operation.

PHASE 1: Clean-up of Landfill and long term Management of Facility

During this phase Enviro-Fill (Pty) Ltd cleaned the surrounding areas and rehabilitated the site, and they established a proper cell management system and organized the site in working teams.

PHASE 2: Collection of recyclables at source.

Enviro-Fill recognized the importance of conserving landfill space and maximizing the landfill capacity. In the second phase, Enviro-Fill had to initiate a waste minimization program that includes recycling at the source and which would have had the result that will see tons of waste material being diverted from the refuse dump, thus promoting re-use of waste materials.

Enviro-Fill also had to implement a door-to-door waste collection service, in partnership with Rent-A-Drum, for recyclables. The company intended to collect all dry waste generated from households on a weekly basis by using colour coded bags and a daily service to all industries and business by implementing a separation at source system and removal by rear end or skip loader.

The final agreement was submitted to Council on **31 July 2008** and it was *inter alia* resolved as follows:

- (a) *That the Service Agreement and related documents as recommended and submitted by Council's legal advisors be accepted.*
- (b) *That the services of Messes Enviro-Fill be sourced for the purposes of rehabilitation and management of the site as approved by Council and subject to the signing of the Management Agreement.*
- (c) *That the project be funded from Vote 301031605000, Creation of New Refuse Plant, where an amount of N\$2,500,000.00 is available.*

A memorandum of agreement was signed between the two parties and the term of the validity of the agreement was set at a period of five (5) years which agreement expires at the end of **August 2013**.

Council in the meantime formed a partnership with Malmö City (Sweden) and as part of the agreement; adopted strategies aimed at implementing improved Solid Waste Management objectives. One of these objectives included the development of a Material Recovery Facility (MRF) on the landfill site and implementing a fully fledged recycling system in Swakopmund.

- (a) That a Swakopmund Waste Management Partnership (Municipality and Messrs Enviro-Fill/Rent-A-Drum) be established and that a strategy be developed to increase recycling volumes and to reduce the volume of waste that is deposited at the landfill.
- (b) That Messrs Enviro-Fill/Rent-A-Drum are given permission to construct and manage the new Material Recovery Facility at the landfill site at their own cost and subject to finalization of all statutory processes and that the erected facility be donated to Council upon expiry of the agreement.
- (c) That with effect 01 April 2010 the Municipality allows Messrs Enviro-Fill/Rent-A-Drum to implement a clear bag recycling collection system in town for a trial period of six (6) months where all recyclables collected will be the property of Messrs Enviro-Fill/Rent-A-Drum.
- (d) That the Chief Executive Officer and General Manager : Health Services be mandated to monitor and control the implementation of the Swakopmund Recycling Project in conjunction with Messrs Enviro-Fill/Rent-A-Drum.

The prescribed statutory procedures described under (b) above included that Messrs Enviro-fill/Rent-A-Drum submits a draft agreement, proposed operational plan for the inception of the Recycling System and concept designs of the MRF to Council for consideration.

A draft service agreement for the operation of the MRF was received and considered but referred to Council's legal advisors for perusal. Certain shortcomings in the agreement were identified i.e., contents and working operations of a MRF.

The matter was taken up with Enviro-Fill management and during these consultations it became apparent that the construction of the MRF by Enviro-Fill is greatly dependent on the stipulations of the existing services between the Municipality and Enviro-Fill. The parties then agreed that the matter should first be referred to Council for approval on the way forward.

COUNCIL'S STRATEGIC PLAN ITO SOLID WASTE MANAGEMENT STRATEGIES:

Council approved strategic goals for the period 2011 - 2015 that inter alia makes provision for:

The implementation of a full scale recycling system in Swakopmund by 2014.

(Already in year two)

Reaching this goal requires:

- (1) *Providing property for the Development of the MRF - Preferably alienated property into Council Property Policy and considering minimal selling price as the service will be provided to the community of Swakopmund.*
- (2) *The development of the Material Recovery Facility (MRF) - to be completed by July 2013 by the approved service provider.*
- (3) *Installation of services to the Landfill site for MRF for Council's account. (Budgeted for)*
- (4) *Annual purchasing of 3500 mobile refuse bins for the next three years respectively in order to provide all residents with a second bin for recycling.*
- (5) *Implementation of the recycling system for Swakopmund to be planned to coincide with the completion of the MRF.*

How will this be implemented:

- (1) *Inform current operator that the agreement between the two parties involved with the management of the landfill site will expire at the end of August 2013.*
- (2) *Call for new proposals regarding the management of the landfill site incorporating the development and operation of the Material Recovery Facility.*
- (3) *Demarcate property that can be alienated for the purpose of developing the Material Recovery Facility which facility must make provision for all recoverable materials including "green" products.*

- (4) *Conclude the process so that the approved operator can start when the current agreement expires.*

Cost Recovery:

- (1) *Development of all facilities will be for the account of the service provider.*
(2) *Council to fund the services required to the boundary of the site.*
(3) *Consultations to be taken up with service provider as to the construction of a weighbridge, cost to Council for depositing waste and levies to be charged.*

Conclusion

The management of the Swakopmund Landfill Site has greatly improved since the operations at the site was taken over by a private waste entrepreneur and most of the shortcomings for effective management of the facility were addressed.

However, phase two of the improved waste management systems in Swakopmund was neglected in that full-scale recycling in town has not yet been achieved even though Council approved the implementation in **April 2010**. The failure to implement can be ascribed to the failure to establish the Material Recovery Facility where recycled products can be processed.

It is also clear that it will be difficult to split the operations at the landfill site as all the waste operations contribute to the success of an effective waste management operation.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That Messrs Enviro-Fill Namibia (Pty) Ltd be notified that the service agreement for the Swakopmund Landfill Site, expires in August 2013.**
- (b) **That Council's Resolution of 28 January 2010, under item 11.1.9 be repealed.**
- (c) **That Council calls for proposals for the management of the Landfill site which have to include the construction and management of the Material Recovery Facility (MRF) when the agreement with the current operator expires.**
- (d) **That the successful service provider be given permission to develop the Material Recovery Facility to be operational at the time that the current agreement expires.**
-

11.1.8 **HORSE RIDING CENTRE (MESSRS INTER-NAMIBIA DEVELOPMENT CC): AMENDMENT OF COUNCIL'S RESOLUTION**

(C/M 2012/07/26 - G 4/1/1, J 14/2)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.10 page 53 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

Council on **25 November 2010** approved the sale of an additional portion of land measuring $\pm 199\,800\text{m}^2$ to **Messrs Inter-Namibia Development CC** to establish a horse riding centre.

Ministerial approval was received to proceed with the sale on **15 February 2011 (Annexure "A")**.

Council's resolution passed on **25 November 2010** is quoted:

- (a) *That an additional portion of land measuring ± 15 ha ($150\,000\text{m}^2$) less the size of the servitude (to be obtained from Erongo RED) of the Remainder of Portion B of Swakopmund Town and Townlands No. 41, in the area as indicated on the map (on file) as Annexure "B" (adjacent to the area approved by Council on 27 November 2008) be sold to Messrs Inter-Namibia Development CC at a purchase price of $\text{N\$}3.47/\text{m}^2$ to establish a horse riding centre, subject to Council's standard conditions of sale.*
- (b) *That Messrs Inter-Namibia Development CC takes note that no rights will accrue to him unless all the following conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable:*
 - (i) *It is recorded that that a deposit of $\text{N\$}50\,000.00$ was paid on 02 December 2010, should a balance remain after Council's costs have been covered, it will be refunded to the applicant.*
 - (ii) *That Ministerial approval be applied for to alienate the additional portion of land in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992 (as amended), as the portion is undivided townlands.*
 - (iii) *The applicant is not permitted to cede, assign or alienate his right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled.*
 - (vi) *That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships Ordinance 11 of 1963 respectively, be dealt with successfully.*
 - (vii) *The deed of sale shall be drafted and signed by all parties within 12 months from date of the relevant Council resolution.*
 - (viii) *External and internal services must be completed within 24 months from date of sale.*
 - (ix) *The whole development project must be completed within 48 months from date of sale and if no development is made in terms of the conditions of the contract, the property shall revert to Council without any compensation to the purchaser.*

- (x) *Submit total layout plans, indicating the infrastructure, details of the project as well as the service demand for the intended project within 3 months of being notified of the approval of the application.*
- (xi) *All costs with regard to the transaction to be for the account of the applicant.*
- (xii) *That the developments must comply with the provisions of the Town Planning Scheme.*
- (c) *That the purchase price and 15% VAT are payable on date of transfer.*
- (d) *It is recorded that for the portion allocated on 27 November 2008, Messrs Inter-Namibia Development CC signed the Deed of Sale on 24 March 2009 and paid the purchase price (N\$524 000.00) and 15% VAT (N\$78 600.00) plus 10% annual escalation on 16 April 2009.*
- (e) *That the Deed of Sale for the portion allocated on 27 November 2008 be cancelled and a Deed of Sale be entered into encompassing both portions.*
- (f) *That the portion be zoned "special" and that apart from one dwelling house and appurtenant buildings, no residential units be permitted on site (combined two portions).*
- (g) *That it be recorded that the property may not be rezoned to "Residential".*

With reference to point (e) above, Messrs Kinghorn Associates was requested on **18 April 2011** to proceed with the cancellation of the existing signed deed of sale and to compile a deed of sale for the combined area.

2. **CURRENT SITUATION**

Messrs Kinghorn Associates could not proceed with the instruction as a diagram for the initial area measuring $\pm 199\,800\text{m}^2$ was already compiled and submitted to the Surveyor-General for approval.

As for the additional area, the land surveyor is in the process of finalizing the diagram for the additional area less the size of the electrical servitude.

To have the Surveyor-General approved diagram cancelled and compile a diagram for the combined area will cause unnecessary delays in the transfer of the additional portion, thereby also delaying the date of payment of the purchase price for the additional portion.

The following is therefore proposed:

- ① That point (e) of Council's resolution passed on **25 November 2010** under **item 11.1.18** be repealed and replaced with the following:
 - (e) *That Council proceeds with the transfer of the portion measuring $\pm 199\,800\text{m}^2$ to Messrs Inter-Namibia Development CC as approved by Council on 27 November 2008; and a separate deed of sale be compiled and signed for the additional portion measuring $\pm 153\,750.86\text{m}^2$.*
- ② That a condition be added to the deed of sale for the additional portion requiring the two portions to be consolidated.

Messrs Inter-Namibia Development CC signed the deed of sale for the portion measuring $\pm 199\,800\text{m}^2$ on **24 March 2009** and paid the purchase price plus 15% VAT in the amount of **N\$602 600.00** on **16 April 2009**.

3. **BRIEF BACKGROUND**

Messrs Inter-Namibia Development CC required the additional land due to the very rocky nature of the ±199 800m² they previously bought which hampers the development of the area, especially the establishment of a 2km race track.

While installing the necessary infrastructure such as water pipelines and power, **Messrs Inter-Namibia Development CC** noted that a large portion of the land is very rocky and not suitable for the proposed race track. Therefore an application to lease or purchase an additional portion of ±15 ha (150 000m²) adjacent to the area allocated to them on **27 November 2008** which is more suitable for the race track; was submitted.

A site visit was conducted by Councillors J Ngolombe, G Shitaleni and P Kavita and Municipal Officials on **15 November 2010** and it was found that the area is very rocky, even parts of the additional area are rocky and a servitude for the electrical cable also crosses the area, meaning that Council will not be in a position to use the land for any other development purposes.

Therefore, the application was resubmitted to Council to consider alienating the additional portion of land (less the size of the electrical cable servitude) to **Messrs Inter-Namibia Development CC** to enable them to fully develop the horse riding centre, whereafter international events can also be hosted at the site (map **attached as Annexure “B”**).

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That point (e) of Council’s resolution passed on 25 November 2010 under item 11.1.18 be repealed**

(e) That the Deed of Sale for the portion allocated on 27 November 2008 be cancelled and a Deed of Sale be entered into encompassing both portions.

and replaced with the following:

- (e) That Council proceeds with the transfer of the portion measuring ±199 800m² to Messrs Inter-Namibia Development CC as approved by Council on 27 November 2008; and a separate deed of sale be compiled and signed for the additional portion measuring ±153 750.86m².*

- (b) **That point (h) be added to Council’s resolution passed on 25 November 2010 under item 11.1.18 requiring the two portions to be consolidated.**
-

11.1.9 **DETERMINATION OF THE PURCHASE PRICE FOR A STREET PORTION ADJACENT TO ERF 3589, SWAKOPMUND**

(C/M 2012/07/26 - E 3589)

Ordinary Management Committee Meeting of 12 July 2012, Addendum 7.11 page 59 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

With reference to the application of Mr D D Kloppe (owner of Erf 3589, Swakopmund) to purchase a portion of land (street) adjoining his Erf 3589, Swakopmund; and consolidate the portion with Erf 3589, Swakopmund, Council on **31 May 2012** passed the following resolution:

That a portion of land situated on the corner of Trunk Road 2 / 2 and Aukas Street measuring $\pm 365\text{m}^2$, adjoining Erf 3589, Swakopmund be sold to the Mr D D Kloppe, being the owner of Erf 3589, Swakopmund; subject to the following conditions:

- (i)
- (ii) *That the purchase price of the portion be obtained from the Municipal valuator and an additional valuator, assuming a zoning as "Single Residential".*

2. VALUATION

With reference to (ii) above the following valuations were obtained from Messrs The Trust & Estate Co (Pty) and Messrs Nasikama Property Valuation & Consulting (**Annexure "A"**) assuming the zoning as "Single Residential":

- The Trust & Estate Co (Pty) = N\$650/m²
- Nasikama Property Valuation & Consulting = N\$1000/m²

The Management Committee on **12 November 2009**, under item 8.8 resolved as follows:

- (a) *That Management Committee appoints an additional sworn valuator to provide ad hoc valuations when necessary.*
- (b) *That purchase prices and or upset prices be approved by Council for immovable property by calculating any of the following*
 - *an average of the two probable market valuations obtained; or*
 - *the highest of the two probable market valuations obtained; or*
 - *the lowest of the two probable market valuations obtained.*
- (c) *That Council's Property Policy be amended accordingly.*

Taking into consideration the above valuations per m² the following is calculated:

Erf Number	Average Valuation	Highest Valuation	Lowest Valuation
Street portion adjacent to Erf 3589, Swakopmund measuring $\pm 365\text{m}^2$	N\$302 500.00 (N\$828.80/m ²)	N\$365 000.00 (N\$1000.00/m ²)	N\$240 000.00 (N\$650.00/m ²)

A map indicating the location of the street portion is **attached** as **Annexure "B"**.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the purchase price of N\$302 500.00 (N\$828.80/m²) of the street portion adjacent to Erf 3589, Swakopmund measuring \pm 365m², subject to the conditions approved by Council on 31 May 2012.**
 - (b) That Mr D D Klopper confirm in writing acceptance of the purchase price.**
-

11.1.10 **APPLICATION TO ACQUIRE AN OPEN SPACE SITUATED BETWEEN ERVEN 1894 & 1919, SWAKOPMUND**

(C/M 2012/07/26 - E 1894, E 1919, N 8/10/2/30)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.12 page 63 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

With reference to the application of Dr Q Gurirab (owner of erf 1894, Swakopmund) dated **23 April 2012 (Annexure "A")** to purchase an open space (previously known as Manta Street) situated between his erf and Erf 1919, Swakopmund, the Management Committee on **16 May 2012** passed the following resolution:

That this item be referred back for further investigation by the General Manager: Engineering Services and be resubmitted to the next Management Committee meeting.

Subsequent to the above resolution, a memo was received from Engineering Services Department (**Annexure "B"**) stating that Manta street was initial closed due to the complains received from residents living in the vicinity of Woermann & Brock shop.

2. BACKGROUND

The **attached** letter (**Annexure "C"**) was received on **11 February 2003** from the concerned citizens living in Kuhnast Street, Hoogenhout Street, Franke Street and Manta Street complaining of the following:

- ✓ *dust caused by the increases of traffic;*
- ✓ *unsafe conditions for pedestrians and cyclists;*
- ✓ *unsafe driving conditions due to delivery area of Woermann & Brock shop.*

The above mentioned complaints were discussed at the Management Committee on **11 April 2003** and the following was resolved:

- (a) *That the Town Engineer and Chief Traffic Officer discuss the construction of pavements and middle islands in Kuhnast Street in order to ease the traffic flow.*
- (b) *That the condition of Kuhnast-, Hoogenhout- and Franke Streets be monitored on a regular basis and maintained if necessary;*
- (c) *That the letter received from the concerned citizens be forwarded to Woerman & Brock Co requesting them to improve on the planning of the delivery area in order to address the concerns of the residents.*
- (d) *That Manta Street be closed permanently after the normal procedures were finalised.*

Council on **24 April 2003** under item 11.1.5 passed the following resolution:

That Council approves the permanent closure of Manta Street and it be zoned as "Public Open Space"

The statutory process for the permanent closure of the street was finalised, except the rezoning process which was not executed.

3. CURRENT SITUATION

According to Dr Q Gurirab (owner of Erf 1894, Swakopmund), although the street was closed off by Council with poles on both sides some poles have been removed and vehicles access onto it and it is being used as playing ground by the neighbourhood's children. Following are the problems associated with the closed Manta street:

- ✓ *Dr Q Gurirab's house windows are being broken several times due to the children playing on this open space.*
- ✓ *People over the weekends consume alcohol on this open space and leave broken bottles and papers scattered around the place;*
- ✓ *People are urinating on the adjacent boundary walls;*
- ✓ *Sometimes during lunch time taxis are parking there;*
- ✓ *During weekends young people sit on the planted poles having drinks and socialize; Dr Gurirab was threatened once with a knife by a group of young people as he was trying to stop them as they were loud;*
- ✓ *This walk through is used as a short cut by off road motorcycles and quads over weekends.*

4. COMMENTS OF ENGINEERING SERVICES

Engineering Services investigated why Manta Street was closed and proposed the following:

- ✓ *If the road is re-opened again the street will not be used as a playground for socialising and loitering as complained by the adjacent erf owner of Erf 1894, Swakopmund:*
- ✓ *Manta Street should not be closed due the dust being associated with the street as the issue of dust is associated with normal gravel roads and residents must deal with it.*
- ✓ *Council should provide proper sidewalks to beatify the area as well as addressing pedestrian safety.*
- ✓ *Although Manta Street is closed, the area is still unsafe as activities are still conducted on this closed street.*
- ✓ *The closed street is currently being used as walkway by school children and public. If Council sells the open space and it become part of Erf 1894, Swakopmund, school children will use a long route to get the school on Erf 1772, Swakopmund.*

Taking the above comments into consideration, the Engineering Services Department proposed that the street be re-opened and proper provision be made for sidewalks to ensure safety of pedestrian.

5. STATUTORY PROCEDURES

In terms of Section 50 (1) (d), *"a local authority council may re-open any public place or part of a public place or re-open or re-divert, mutatis mutandis in accordance with the provisions of subsections (2) and (3), any street or portion of a street closed or diverted in terms of paragraph (c)".*

Should Council decide to re-open the closed Manta street, Council must follow statutory procedures as prescribed in Section 50 of the Local Authorities Act, Act 23 of 1992, as amended (procedures are the same as for closure of streets).

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council repeals its resolution of 24 April 2003 under item 11.1.5 for closure and rezoning of Manta Street as a “Public Open Space” and replace it with the following:**
 - (i) That Council re-open Manta Street following the conditions as prescribed in terms of Section 50 of the Local Authorities Act, (Act 23 of 1992), as amended;*
 - (ii) That subject to (a) above, the street be rehabilitated and provision be made for sidewalks.*
 - (b) That the application of Dr Q Gurirab to purchase the closed Manta Street and consolidated with Erf 1894, Swakopmund be turned down.**
-

11.1.11 **CANCELLATION: SALE OF ERVEN 3289, 3290 & 3291 MONDESA TO MESSRS DR THEO BEN GURIRAB PRIVATE HOSTEL**

C/M 2012/07/26 - M 3289, 3290, 3291)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.13 page 71 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

Council on **31 May 2012** passed the following resolution:

That Messrs Dr Theo Ben Gurirab Private Hostel be informed that:

- (a) An extension of 21 days is granted to provide proof of an approved loan to purchase Erven 3289, 3290, and 3291, Mondesa; as from 31 May 2012.*
- (b) Should no proof of an approved loan be submitted, Council's offer be revoked;*
- (c) No further application for extensions will be considered; and*
- (d) Their proposal to pay the purchase price in instalments cannot be considered as it is not in line with Council's Property Policy, i.e. the purchase price be secured by a formal guarantee payable on the date of transfer of the erven.*

Messrs Dr Theo Ben Gurirab Private Hostel was informed accordingly per letter dated **04 June 2012** (attached as **Annexure "C"**).

As per point (a) above, the final date to provide proof of an approved loan was Friday, **22 June 2012**. No proof was provided.

2. Background

2.1 Council on **27 October 2011** resolved as follows:

- (a) That Erven 3289, 3292 and 3291, Mondesa measuring 13 395m² be sold to Messrs Dr Theo-Ben Gurirab Private Hostel being a private company at the purchase price of N\$2 136 502.50 (N\$159.50/m²) + 15% VAT (if any), being the market related price subject to the conditions approved by Council on 30 June 2011 item 11.1.5.*

- (b) That points (a) and (b) of Item 11.1.5 of Council's resolution of 30 July 2011, i.e.:*

- (a) That Council in principle allocates ±1.3ha (13 395 m²) land on Erven 3289, 3290 and 3291, Mondesa to Rev G Kandume for a period of six (6) months from date of Council's offer, to build a private hostel for vulnerable children on condition that Rev G Kandume provides proof of an approved loan to purchase the land.*

- (b) That if no proof is provided, Council's offer be revoked.*

be repealed and replaced with the following:

- (a) That Council in principle approves the sale of Erven 3289, 3290 and 3291, Mondesa measuring approximately 1.3ha (13 395 m²) to Messrs Dr Theo-Ben Gurirab Private Hostel for the purpose of building a private hostel for vulnerable children.*

- (b) That the entity provides proof of an approved loan to purchase the erven within a period of six (6) months from the date of Council's resolution approving the purchase price on condition that should no proof be provided, Council's offer be revoked.*

(c) That point (f) of Item 11.1.5 of Council's resolution of 30 July 2011 be amended to read as follows:

(f) That the housing units on the property may only be occupied by staff in the employ of the applicant and who work on site, and may not be sold at all and may not be leased to anyone except bona fide employees of the hostel.

(d) That Council decides the minimum housing units to be constructed once the layout plans are submitted for consideration (Council resolution of 30 July 2011).

(e) That in addition to point (g) • statutory disciplines - it is the responsibility of the applicant to appoint a registered town & regional planner to attend to the consolidation- of the three (3) erven and, rezoning to "Institutional", etc for the applicant's / developer's account to attend to these requirements

the applicant be informed to apply for "consent use" simultaneously with the rezoning in order to obtain permission to operate a hostel.

2.2 With reference to point (b) of the above resolution, Messrs Dr Theo Ben Gurirab Private Hostel was informed on **28 October 2011 (Annexure "A")** of Council's resolution passed on **27 October 2011** and was requested to provide proof of an approved loan to purchase the erven on / before **30 April 2012**, no proof was received at the said date

2.3 Subsequently a letter dated **07 May 2012 (Annexure "B")** was received from Messrs Dr Theo Ben Gurirab Private Hostel requesting Council to consider extending the period to provide proof of an approved loan with six months, and Council on **31 May 2012** passed the as quoted under point 1 above.

3. Similar Cancellation

3.1 With reference to the sale of Erf 989, Swakopmund to Messrs Luxury Investments One Hundred & One (Pty) Ltd, they failed to return a signed deed of sale and no bank guarantee was provided to Council within the period of 21 days as per conditions of the agreement. Subsequently, Council on **12 April 2012**, among other, passed the following resolution:

(a) That the sale of Erf 989, Swakopmund to Messrs Luxury Investments One Hundred & One (Pty) Ltd be cancelled.

3.2 Taking into consideration that no proof of an approved loan was received from Messrs Dr Theo Ben Gurirab Private Hostel after the extension of 21 days granted to them has lapsed, it is proposed that the offer for sale of Erven 3289, 3290 & 3291 Mondesa be revoked.

4. Future Sale of Erven 3289, 3290 & 3291, Mondesa

The above erven are zoned "*general residential*" and various applications to purchase these erven by private treaty were received.

With reference to the sale of the business erven in the Progressive Development Area, Council passed the following resolution on **26 April 2012**:

(a) That the sale of Erf 3399, Mondesa to Messrs PJ Investments be cancelled.

(b) That the sale of business erven at the PDA be determined at a later stage.

Erf Numbers	Erf Sizes m²
Erf 3289, M	4 362
Erf 3290, M	4 529
Erf 3291, M	4 504

Assuming a zoning of “institutional” Council approved a purchase price of **N\$159.50/m²** on **27 October 2011**.

For information, below is a table reflecting the cost for the installation of services for erven under Phase 7 in the Progressive Development Area (PDA):

PDA - Service Cost					
Area A - Fully Serviced (Phase7)					
Total Area for Erven:	138724				
Average Erf Area:	382.16				
No. of Erven:	363				
Average Erf Price:	N\$39,064.65				
			Price/m²	% of Total	Price per erf
Tender price for Civil Services:		2 572 393.15	N\$ 18.54	18.14%	N\$ 7 086.48
Consultancy Fees:		N\$155 871.22	N\$ 1.12	1.10%	N\$ 429.40
Electricity:	Reticulation:	N\$10 979 738.50	N\$ 79.15	77.43%	N\$ 30 247.21
Survey Cost:		N\$201 420.97	N\$ 1.45	1.42%	N\$ 554.88
Town planning Cost:			N\$ 0.00	0.00%	N\$ -
Supervision Fees	@ 2%	N\$271 042.63	N\$ 1.95	1.91%	N\$ 746.67
Total:			N\$102.22	100.00%	N\$ 39 064.65

The cost for the installation of services was **N\$102.22 / m²** as set-out above.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the offer to sell Erven 3289, 3290 & 3291, Mondesa to Messrs Dr Theo Ben Gurirab Private Hostel be revoked.
- (b) That Council invites development proposals from the public on the sale of the three (3) “General Residential” erven.

11.1.12 **WRITING OFF: OLD AND REDUNDANT ITEMS - CORPORATE SERVICES AND HUMAN RESOURCES DEPARTMENT**

(C/M 2012/07/26 - L 2)

Ordinary Management Committee Meeting of 12 July 2012, Addendum 7.14 page 78 refers.

A. The following item was submitted to the Management Committee for consideration:

Council on **29 February 2012** under item 11.1.30 resolved as follows:

(a) *That the following old and redundant furniture and equipment in the Corporate Services and Human Resources Department be written off:*

No	Description	Quantity
1.	Telephone Sets	67
2.	Fan	1
3.	Small Steel Cabinet	1
4.	Big Wooden Cabinet	1
5.	Heavy Duty Staplers	3
6.	Recording Machines	2
7.	Hot Water Urns	2
8.	Ice Cube Holders	2

(b) *That the redundant equipment in (a) above be donated to the Hanganeni, Vrede Rede and Festus Gonteb Primary Schools.*

The schools mentioned in resolution (b) above were invited on **22 March 2012** (letters **attached**) to identify and collect the items they needed. All the items were donated except for thirty six (36) telephone sets and one (1) heavy duty stapler which were not claimed.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) **That the following old and redundant items in the Corporate Services and Human Resources Department be written off and be sold at the next public auction:**

No.	Description	Quantity
1.	Telephone Sets	36
2.	Heavy Duty Staplers	1

(b) **That the Chairperson of Management Committee, Chief Executive Officer and the General Manager: Finance determines the upset prices for the items.**

11.1.13 **APPLICATIONS BY MESSRS KAZAK AFRICAN EXPERIENCE CULTURAL TOURISM TO LEASE VARIOUS MUNICIPAL LANDS**
(C/M 2012/07/26 - E 118, E 266 ABC, E 2747, E 3777, J 8/3)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 7.15 page 82 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

The applications of Messrs Kazak African Experience Cultural Tourism to lease various municipal land were submitted to the Management Committee on **14 June 2012** and the following was resolved:

That this item be referred back and be resubmitted to next Management Committee meeting and that all Councillors be provided with the attachments for this item.

The **Management Committee** on **16 May 2012** under item 5.3.1 passed the following resolution:

That General Manager: Corporate Services and Human Resources submits an updated summary of Messrs Kazak African Experience Cultural Tourism applications and Council's decisions to the next Management Committee meeting.

2. BRIEF SUMMARY OF THE VENUES APPLIED FOR:

Following is the sequence of all applications of **Messrs Kazak African Experience Cultural Tourism** (Messrs KAECT):

① Application to lease the Talk Shop on Erf 266, ABC

- 1.1 Messrs Kazak African Experience Cultural Tourism on 25 February 2010** applied to lease a Talk Shop on Erf 266 A, Swakopmund to establish a cultural and information centre. The application was discussed at the Planning Forum on **13 April 2010** and the following was proposed taking into consideration that the applicant has to comply with the conditions for the operation of a mobile kiosk:

(a) *That Mr I Naweseb of Messrs Kazak African Experience Cultural Tourism be informed that his application was considered by the Planning Forum and apart from the demarcated sites, his application can unfortunately not be accommodated.*

*Erf 266 ABC, Swakopmund is in the process of being alienated as per Council resolution passed on **26 Jun 2008**.*

(b) *That the applicant be requested to identify an alternative suitable site which may be approved by the Chief Executive Officer on a trial basis, subject to the mobile kiosk complying with the approved policy on mobile kiosks as set-out above and furthermore subject to registration at the Health Services Department.*

The conditions for the operation of a mobile kiosk are attached as **Annexure "B"**.

- 1.2 Rev I Naweseb of KAECT in his application dated 25 February 2010** indicated that their business would provide the following services (**Annexure "C"**):

- *A specially designed trailer will be used as kitchen in complete African style that conforms to health standards and regulations.*
- *The preparation of food will be done on fire in iron pots and served on traditional cutlery.*

- The existing building will be converted into an African restaurant with internet facilities.
- A tourism information centre is incorporated in the project which will promote tourist related establishments in Mondesa.

1.3 With reference to the design of the mobile kiosk of Messrs KAECT, the following comments were obtained from the Health Services Department:

The operation of the said business in town is not in accordance with the approved policy on mobile kiosks and can therefore not be approved especially considering:

- The use of open fires to prepare food in the CBD area is forbidden.
- The unit can not be approved because it is not enclosed and foodstuffs are not protected against possible contamination.
- No cooling facilities are provided on the unit.
- No access to potable water and ablution facilities is available at the site as it is Council's intention to demolish the existing ablution facilities.

1.4 The application of **Messrs Kazak African Experience Cultural Tourism**, was submitted to Council who on **24 June 2010** passed the following resolution:

- (a) That the Talk Shop on Erf 266A, Swakopmund excluding the public ablution facilities be demolished and the area be levelled and paved in order to create, in addition to the Shoprite Corner, a temporary market space in terms of Council's resolution passed on 26 March 1998.
- (b) That Mr I Naweseb of Messrs Kazak African Experience Cultural Tourism be informed of Council's decision and that the temporary market space created in (a) above be considered to be leased to him as public ablution facilities are available on these sites, subject to the conditions applicable to mobile kiosk sites as set-out in Annexure "D" (on file).

The Talk Shop and public toilets were demolished and a letter dated **05 May 2011** was received from Messrs KAECT and is attached as **Annexure "N"**.

Copies of temporary structures were attached, being:

- drainage plan that indicates the underground infrastructure on which temporary toilets will be constructed;
- kitchen structure of plywood
- steel structure covered with plywood as mobile kitchen
- mobile braai stand (burning coal to minimize smoke pollution)

and the **Engineering Services Department provided their comments** by quoting the Standard Building Regulations and Town Planning Scheme:

Standard Building Regulations.

- Clause 16(a) a temporary structure can be allowed but only with a permit valid for a maximum period of 12 months.
- Clause 16 (g) A complete set of plans must be submitted for approval.
- Clause 21 (a) no person shall erect any building which is unsightly, dangerous, unhealthy, unsanitary, objectionable or which may cause annoyance to the inhabitants of the neighborhood.
- Clause 12 (d) no person shall perform work in any building or on any site, or put any building or any site to uses which may depreciate properties in the locality or which may disfigure the property or which may disturb the comfort and the convenience of the neighbors or which may become a source of danger.

Town Planning Scheme

Clause 9.6.2 No land shall be used and no buildings and structures be erected and / or used for purposes likely to involve danger of life, or danger to or the possibility of harm to health or serious detriment of the neighbourhood.

Comments

The use of plywood for a kitchen, temporary or not, poses a fire hazard and will not be allowed.

Furthermore, the aesthetics of such a structure, temporary or not, will have a visual impact on the neighborhood, being a prime business development. The neighboring properties may lodge complaints to Council and if not resolved, may be submitted to the minister and may end in a court hearing.

This development will not be supported by the Engineering Services Department.

- 1.5 The area was allocated to Messrs KAECT as a mobile site of which the regulations are attached as **Annexure “B”**; and can be used by him as a market stall similar to the site at the Shoprite corner (which is reserved for *braais* by welfare organizations on Fridays and Saturdays).

The business of Messrs KAECT is mainly focused on the location of the Talk Shop where no toilet facilities are available, it is mainly a parking area and a bus stop, part of the venture is that tourists will be greeted with true Namibian lyrics and dance and will have the opportunity of feasting on true Namibian cuisine with traditional drinks in a cultural environment.

- 1.6 After Messrs KAECT was informed of the Council’s resolution of **24 June 2010**, a letter dated **1 July 2010** was received from him (**Annexure “G”**) requesting Council to grant him the opportunity to present his application. Messrs KAECT was invited to a Special Management Committee Meeting on **21 July 2010**.

During the discussion of this item, the representative of Messrs KAECT presented his proposal to lease Erf 266A, Swakopmund. After various questions were raised and answered to the satisfaction of Management Committee, the following resolution was passed:

(a) *That Messrs Kazak African Experience Cultural Tourism be advised to discuss the conditions applicable to Mobile Kiosk sites with the General Manager: Health Services.*

(b) *That the status quo remains as resolved by Council on 24 June 2010.*

Messrs KAECT was informed of the above resolution on **2 August 2010** and a reply was received from him dated **12 October 2010** attached as **Annexure “H”**. In reply Messrs KAECT was informed that the public toilets were being demolished as Council has not found a suitable manner to secure the site from vagrants.

In reply to the above, another letter was received from Messrs KAECT dated **08 November 2010** regarding the demolition of the public toilets and a proposal for a six month lease agreement (**Annexure “I”**).

Messrs KAECT was informed on **12 November 2010** that the public toilets were demolished in terms of Council’s resolution passed on **29 October 2010**:

That the public toilets on Erf 226A be demolished because it poses a health risk to the public.

The applicant was furthermore informed that once the area is paved, the site can be used by him during the day for the selling of foodstuff subject to the Health Regulations and should

complaints of smoke pollution be received all operations will be ceased.

- 1.7 It should be kept in mind that the applicant must comply with the standard conditions applicable for the operation of a mobile kiosk as per **Annexure “B”**, in addition, public ablution facilities are required in the vicinity for the area to be considered as a mobile kiosk site. The authority to allocate sites which comply with the conditions was delegated to the Chief Executive Officer In terms Council’s resolution passed on **24 November 2009**:

(f) *That authority be delegated to the Chief Executive Officer to approve additional sites on a trial basis upon application at the tariff as approved by Council for public places, in co-operation with the Traffic Section and subject to registration at the Health Services Department.*

- 1.8 On **19 November 2010** another letter was received from Messrs KAECT to renovate the public toilets at his cost (**Annexure “J”**), at the time the ablution facilities were in the process of being demolished. Another letter dated **21 January 2011** was received from Messrs KAECT enquiring on the progress of Council’s decision to pave the area (**Annexure “K”**). The Engineering Services Department was requested for their comments on **1 February 2011**.

- 1.9 Another two letters were received from Messrs KAECT dated **18 February** and **15 March 2011** (**Annexures “L” and “M”**). These letters deal with the public ablution facilities and health requirements related to the proposed venture.

Messrs KAECT was informed on **13 April 2011** that his request to construct ablution facilities cannot be approved as Council does not permit permanent structures to be erected on its properties by third parties.

The General Manager: Health Services advised that should Messrs KAECT be able to provide the Municipality with a letter from one of the businesses in close proximity, permitting them (staff) to use their ablution facilities, they will waive the requirement for on-site ablution facilities.

A further requirement is the provision of potable water on site as no Municipal connection is available.

In response to the above, another letter was received from Messrs KAECT dated **05 May 2011** (**Annexure “N”**) followed by another letter dated **16 May 2011** (**Annexure “O”**).

- 1.10 After considering the above mentioned applications, Council passed the following resolution on **30 June 2011**:

(a) *That Messrs Kazak African Experience Cultural Tourism be informed that Council remains with its decision passed on 24 June 2010, i.e.:*

(b) *That Mr I Nawesob of Messrs Kazak African Experience Cultural Tourism be informed of Council’s decision and that the temporary market space created in (a) above be considered to be leased to him as public ablution facilities are available on these sites, subject to the conditions applicable to mobile kiosk sites as set-out in Annexure “D” (on file).*

and that Messrs Kazak African Experience Cultural Tourism may lease an area of ±16m² on Erf 266 A, Swakopmund in terms of the following standard mobile kiosk conditions at N\$300.00 (15% VAT excluded) per month payable in advance:

(i) *The HIRED PROPERTY shall be utilized by the LESSEE for the purpose of parking a mobile kiosk in order to trade in foodstuff as per license issued by*

- the Health Department and in accordance with conditions set by the Health Department.*
- (ii) Mobile kiosk shall mean a roadworthy and licensed vehicle rigged for towing by a motor vehicle and approved by the Health Department of the LESSOR.*
 - (iii) In case the LESSEE does not use the HIRED PROPERTY for the duration of the month period, no claim to be refunded, in part or in full, will be considered.*
 - (iv) The trading hours shall only be between 06:00 and 20:00. The LESSEE shall not be allowed to overnight on the HIRED PROPERTY.*
 - (v) The mobile kiosk shall be constructed and maintained to the standards and conditions set by the Fire Brigade of the LESSOR; and that it may only be used once the Chief Fire Brigade has certified that adequate fire precautions are in place.*
 - (vi) No preparation of foodstuff outside the mobile kiosk will be allowed.*
 - (vii) The mobile kiosk will serve as a service point and no seating will be allowed.*
 - (viii) Should the area not be kept to the satisfaction of the Health and Engineer's Departments, the contract will be cancelled with immediate effect.*
 - (ix) The LESSEE shall not be allowed to cede or assign this agreement or any portion thereof, nor shall it be allowed to sublet in any manner any portion of the HIRED PROPERTY, without the written consent of the LESSOR first being had and obtained.*
 - (x) The LESSOR or his duly authorized representative, shall at all reasonable time have the right to enter the HIRED PROPERTY for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the LESSEE.*
 - (xi) The LESSEE shall indemnify and keep indemnified the LESSOR during the full period of this agreement against possible claims, which may arise from the use of the HIRED PROPERTY by the LESSEE.*
- (b) That Messrs Kazak African Experience Cultural Tourism further more be informed of the following:*
- (i) As no public toilets are available in the vicinity a letter must be provided from one of the businesses in close proximity permitting them (staff) to use their ablution facilities (this will waive the requirement for on-site ablution facilities);*
 - (ii) To provide potable water on site as no Municipal connection is available; and*
 - (iii) Should any valid / reasonable complaints of smoke pollution be received all operations will be ceased.*
- (c) That Messrs Kazak African Experience Cultural Tourism be reminded as per Council's letters dated 10 March 2010 and 27 May 2011 that Erf 266 ABC, Swakopmund is in the process of being alienated to a private developer.*

1.11 Messrs KAECT was informed of the above resolution on **05 July 2011** (letter on file) and a reply was received from him dated **21 July 2011, attached as Annexure "S"** requesting the Municipality of the following:

- ✓ *The Chief Fire Brigade and Health Officer to inspect the braai stand at his house to determine if it meets the required standards for mobile braai stands;*
- ✓ *Permission to use normal braai stands to braai and to warm up food;*
- ✓ *Permission to braai only and to keep food warm at Erf 266A to minimize smoke;*
- ✓ *To provide three municipal benches which were on Erf 266A;*
- ✓ *To increase the size the lease area from 16m² to 20m²;*
- ✓ *To permit them to use toilet ablution facility at Woermann Brock and after hour at the nearest service station.*

1.12 With reference to the above requests, a letter dated **26 October 2011 (Annexure "T")** was written to Messrs KAECT informed him that no seating will be allowed at mobile kiosk as it is not in line with standard lease agreements for temporary period. He was also further advised to consult the Health Services

Department and Chief Fire Brigade in respect of other enquires mentioned in his letter.

Following the above, the Chief Fire Brigade and the Environmental Health Officer have inspected the Food Mobile Braai Stand at Mr //Naweseb's house and the following were reported (attached memos **Annexure "U"**)

<i>Health Department Service</i>	<i>Community Development Service (Fire Brigade Section)</i>
<u>Supply of potable water</u> <ul style="list-style-type: none"> Mr Naweseb to provide potable water to his customers. A 20 L container with a tap will be used for the customers to wash their hands. 	<u>Open Fire within the CBD</u> <ul style="list-style-type: none"> No open fire on public places in the Central Business District (CBD) In terms of subsection (1) (e) the Fire Brigade Act 23 of 1992 " the burning of rubbish, trees, bushes weeds or grass and the making of bonfire / fire is not allowed in public places within the CBD.
<u>Ablution Facility</u> <ul style="list-style-type: none"> Mr // Naweseb must provide a letter to the Health Department before registration of his business from Woermann Brock and Total Service Station that him and his staff will use public toilets. 	<u>Gas System</u> <ul style="list-style-type: none"> Mr Naweseb was informed the necessary requirements of a gas system and example of a layout plan of a food stall operating with a gas were provided to him.
<u>Mobile Braai Stand</u> <ul style="list-style-type: none"> No preparation of food will take place outside the stand Mobile kiosk must be road worthy. 	
<u>Recommendation:</u> The mobile Kiosk meets the minimum requirement in terms of the Health regulations but approval is given subject to the owner made use of the best available methods which are hygienic sound.	

1.13 Subsequent to the above a letter dated **14 February 2012 (Annexure "V")** was received from Messrs KAECT requesting Council permission to:

- ✓ utilize the Woermann Brock public toilet which they will pay N\$ 2.00 per person; and
- ✓ start with a normal braai on burning coal while awaiting for Road Worthiness Certificate of the stand and using a gas for cooking traditional cuisine.

Current situation

A lease agreement was forwarded to Messrs KAECT on **20 February 2012** for signing whereafter a letter dated **16 May 2012 (Annexure "W")** was received from Mr // Naweseb insisting Council to provide at least two benches on site to serve his customers. In addition to this, he is also needs **Council's permission to braai meat and boerewors with brotchen on the proposed lease site using a normal braai stand while waiting the roadworthiness certificate to be issued.**

Outstanding items from Messrs KAECT

- ✓ Signed lease agreement
- ✓ Road Worthiness Certificate for the Mobile Kiosk
- ✓ permission from Messrs Woerman & Brock and at the Total Service Station for staff to use ablution facilities.

② **c/o Theo Ben Gurirab and Moses //Garob Streets**

This area is a street portion south of Erf 3777, Swakopmund (Little Foot Nursery) and was previously allocated to Messrs Bellissima Investments Fifty Five CC. Council resolved on **02 June 2009** that the entire street portion measuring $\pm 6\,874.53\text{m}^2$ be sold by way of closed bid once the subdivision and rezoning have been finalized.

Currently this area is being leased for bazaars on a temporary basis (weekends). Council on **24 March 2011** again resolved to remain with the decision passed on **02 June 2009** after considering an application by Messrs Old Mutual. Council again on **29 March 2012** resolved to remain with its decision to sell the portion by way of closed bids.

③ c/o **Mandume Ya Ndemufayo and Moses //Garoeb Streets**

This area is a small street portion south of Erf 118, Swakopmund (hawker area opposite the prison) and north of Little Foot Nursery. A public ablution facility is available on Erf 118, Swakopmund.

Erf 3777, Swakopmund, being leased by Messrs Little Foot Nursery belongs to TransNamib.

④ **Paintball Area at the Swakop River Site (Annexure “Q”)**

4.1 Council entered into a lease agreement with Messrs Paintball Centre which will lapse on **30 September 2020**. Following an application by Messrs Kazak African Experience dated **17 November 2010**, the Planning Forum after considered his application on **25 January 2011** concluded that the application cannot be considered at this stage as:

- *the remaining portion of approximately 10 704m² is landlocked, meaning it is not accessible, except over the area currently leased by Messrs Swakopmund Paintball Adventure Centre;*
- *the portion is not connected to any municipal services, apart from the water line which ends at the boundary of Erf 3650, Swakopmund. No sewerage system or electrical kiosk is connected to this portion of land; and*
- *the Engineering Services Department has investigated the possible uses of this area and it has been concluded that it is not financially feasible to provide the area with a road to extend the necessary services to it if the land is leased only.*

4.2 Messrs Kazak African Experience Cultural Tourism was informed of the Planning Forum's outcome on **04 February 2011** and on **27 May 2011, 20 June 2011 and 22 July 2011** Messrs Kazak African Experience Cultural Tourism was informed again that the area cannot be leased to him due to the fact that the area is not accessible and it is not connected to any municipal services.

4.3 On the **09 and 29 March 2012**, Messrs Kazak African Experience Cultural Tourism wrote letters indicated

that they have discovered access via Erf 103, Swakopmund which is the municipal property. Messrs Kazak African Experience Cultural Tourism was informed by Engineering Services Department letter dated **10 April 2012** that the portion in question can only be accessible through the area leased to the paintball centre. Messrs Kazak African Experience Cultural Tourism was also informed that since the area is not connected to any services it is not financially feasible to provide the area with a road to extend the necessary services to it if the land is leased only.

Another letter dated **25 May 2012 (Annexure Q (a))** was received from Messrs Kazak African Experience Cultural Tourism indicating various options that can be considered to access the portion they intend to purchase.

Following are options proposed by Messrs Kazak African Experience Cultural Tourism:

- ① *Access through the Municipal Bungalows and exit via B1 as indicated on the map (Annexure Q (i))*
- ② *Access by detour tar road of Road Authorities through Desert Explorers via underneath the bridge and exit between the Bungalows and B1 as indicated on the map (Annexure Q (ii))*
- ③ *Access by trail between B1 and Desert Explorers via underneath the bridge and exit between the Bungalows and B1 as indicated on the map (annexure Q (iii))*
- ④ *Access by trail between B1 and Desert Explorers via underneath the bridge and exit the same trail as indicated on the map (Annexure Q (iv))*
- ⑤ *Access by trail between B1 and Desert Explorers to parking lot next to the bridge and proceed to erf 2747 by foot underneath bridge and exit via the same trail as indicated on the map (Annexure Q (v))*
- ⑥ *Access via Erf 103, Swakopmund through the shrubs between private Erf 384 and Paintball Centre as indicated on the map (Annexure Q (vi))*
- ⑦ *Use portion of Erf 103 for parking and proceed by foot to access Erf 2747 as indicated on the map (Annexure Q (vii))*

The letter of Messrs Kazak African Experience Cultural Tourism was forwarded to the Engineering department and they are currently investigating the matter.

⑥ **Vicinity of Martin Luther Monument (Annexure “R”)**

- *Together with the application for a portion at the paintball area by Messrs Kazak African Experience dated **17 November 2010**, the Planning Forum after considering his application on **25 January 2011** concluded.*
- *that Messrs E V Bok and H W Schubert and Messrs Kazak African Experience Cultural Tourism be requested to indicate the size of*

the land required by them and to provide a lay-out of their proposed ventures; should Council be prepared to consider alienating land near the Martin Luther Historical Site after the land is subdivided.

- that Messrs E V Bok and H W Schubert and Messrs Kazak African Experience Cultural Tourism's applications be reconsidered by the Planning Forum once the above information is available, taking into consideration the 5 000m² portion to be considered for alienation to CosDef.
- Messrs KAECT was informed of the above on **04 February 2011** as per **Annexure "R"** and nothing was received from Messrs KAECT to date.

1.3 Please note that the letters received from Messrs KAECT are **attached** as annexures:

- Locality Map - Annexure "A"
- Mobile Kiosk Regulations - Annexure "B"

Letters:

- | | | | |
|---------------|---|--|--|
| • 25 Feb 2010 | - | Annexure "C" Replied per letter dated 12 Mar & 29 Jun 2010 | } Messrs KAECT was invited to a Special Management Committee Meeting held on 21 July 2011 , he presented his proposal. Resolution quoted as point 2.10. |
| • 22 Apr 2010 | - | Annexure "D" Submission to Planning Forum of 26 May 2010 | |
| • 03 May 2010 | - | Annexure "E" All these concerns to date were addressed at the Special Management Committee of 21 Jul 2010 to which Messrs KAECT was invited | |
| • 19 May 2010 | - | Annexure "F" Was informed of Council's resolution passed on 24 Jun 2010 | |
| • 01 Jul 2010 | - | Annexure "G" Replied letter dated 19 Jul 2010 and 02 August 2010 | |
| • 12 Oct 2010 | - | Annexure "H" Replied per letter dated 25 Oct 2010 | |
| • 08 Nov 2010 | - | Annexure "I" Replied per letter dated 12 Nov 2010 | |
| • 19 Nov 2010 | - | Annexure "J" The ablution facilities were in the process of being demolished | |
| • 21 Jan 2011 | - | Annexure "K" Replied per letter dated 01 March 2011 | |
| • 18 Feb 2011 | - | Annexure "L" A request to again consider his application which is now submitted to the Management Committee of 16 June 2011 | |
| • 15 Mar 2011 | - | Annexure "M" Replied per letter dated 13 April 2011 | |
| • 05 May 2011 | - | Annexure "N" | } A submission was tabled to the Planning Forum of 17 May 2011 and the applicant was informed that the matter will be submitted to the Management Committee of 16 June 2011. |
| • 16 May 2011 | - | Annexure "O" | |
| • 24 May 2011 | - | Annexure "P" | |
| • | - | Annexure "Q" Map indicating the paintball area (see point 2.7) and Our letters dated 22 July 2012 and 10 April 2012 informing Messrs Kazak African Experience Cultural Tourism about the access to Erf 2747, Swakopmund; | |

- - Annexure "R" Application regarding a site at the Martin Luther Monument (see point 2.7)
- 21 July 2011 - Annexure "S" was informed of Council resolution of 30 June 2012 our letter dated 05 July 2011
- 26 Oct 2011 - Annexure "T" informed accordingly as per his request of 21 July 2012
- 10 Feb 2012 - Annexure "U" Memo from Health Department and Fire Brigade after inspected the braai stand
- 14 Feb 2012- Annexure "V" Request by the applicant to use ablution facility at Woerman Brock and at the Total Service Station.
- 20 Feb 2012 - Annexure "W" Replied requesting Council to provide benches at a portion lease to him on Erf 266A

3. **CONCLUSION**

Taking into consideration the requests of Messrs Kazak African Experience Cultural Tourism regarding the leasing of the following areas, it is proposed that :

(a) A portion of Erf 266 A

- ✓ permission be granted to Messrs Kazak African Experience Cultural Tourism to use public toilets at the Woerman Brock and at the Total Service Station subject to the permission letters obtain from business premises owners;
- ✓ the size of the portion of Erf 266A to be lease to Messrs Kazak African Experience Cultural Tourism be increased from 16m² to 27m² as per draft lease agreement ;
- ✓ no permission be granted to Messrs Kazak African Experience Cultural Tourism to use a normal braai stand to braai meat and boerewors on site as it is contradicting the Fire Brigade Act 23 of 1992 as well as the standard conditions of Mobile Kiosk;
- ✓ Messrs Kazak African Experience Cultural Tourism be informed to provide a road worthy certificate before commence to operate on site;
- ✓ No seats/ benches be provided outside the mobile kiosk point;

(b) Paintball Area at the Swakop River Site

That the application of Messrs Kazak African Experience Cultural Tourism to lease the remaining portion of Erf 2747, Swakopmund approximately 10 704m² not be considered as the area is not accessible and the portion is not connected to any services.

(c) Vicinity of Martin Luther Monument

Messrs Kazak African Experience Cultural Tourism be informed that his application is on hold pending the size of the land required, lay-out of their proposed venture as well as the finalization of subdivision of the area.

(d) Theo Ben Gurirab and Moses //Garoeb Streets

Council remains with its decision passed on **02 June 2009** that the street portion measuring ±6 874.53m² be sold by way of closed bid once the subdivision and rezoning have been finalized.

(e) Mandume Ya Ndemufayo and Moses //Garoeb Streets

The application of Messrs Kazak African Experience Cultural Tourism to lease an area south of Erf 118, Swakopmund not be considered as the area is too small.

- The LESSOR or his duly authorised representative, shall at all reasonable time have the right to enter the HIRED PROPERTY for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the LESSEE.
- The LESSEE shall indemnify and keep indemnified the LESSOR during the full period of this agreement against possible claims, which may arise from the use of the HIRED PROPERTY by the LESSEE.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That a portion of Erf 2747, Swakopmund be leased to Messrs Kazak African Experience Cultural Tourism for a period of 5 years and at a rental price to be determined.**
 - (b) That Messrs Kazak African Experience Cultural Tourism be provided with access via the Paintball area.**
 - (c) That Messrs Kazak African Experience Cultural Tourism be informed that all the other identified areas could not be considered.**
 - (d) That the following conditions be applicable:**
 - *That a payment of 2 x rental amount be paid as deposit (exclusive of 15% VAT).*
 - *That Council to be indemnified against any claims.*
 - *That a 3 month termination period be applicable for both parties.*
 - *That no construction of permanent structures (a permanent structure is any type of roof whether it's cardboard, netting, asbestos or iron with a cement floor.), be allowed. Any temporary structures erected on the Property shall be constructed to the satisfaction of the Engineering Services Department and be aesthetically acceptable.*
 - *That no subletting be allowed.*
 - *That the lease agreement is not transferable and will not form part of an estate.*
 - *That the commencement date be the date of signing the lease agreement.*
 - *That the lessee complies with all conditions laid down by the Engineering Services Department and the Health Department in terms of the Building Regulations and the Health Regulations of Council, as well as all other relevant municipal regulations.*
 - *That Council at all reasonable times have the right of access to the lease property for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with.*
 - *That in the event of the breach of any of the conditions of the lease, the lease agreement may be cancelled at the entire discretion of Council by giving 30 days notice in writing to the lessee.*
 - *That in the event of termination of the lease agreement, the lessee shall have no claim for compensation in respect of any improvements effected on the property.*
-

11.1.14 **TRANSFER OF ELECTRICAL SUBSTATIONS: ERONGO RED**
(C/M 2012/07/26 - A 4/3/1/16, A 4/3/1/16/1)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 8.4 page 21 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Establishment of Erongo RED

Council on **26 September 2002** approved the Articles of Association of the Management Co-Ordination Committee for the Erongo Region for the electricity supply industry restructuring in the Erongo Region. The Articles of Association was signed by Council on **13 December 2005**.

The Transfer Agreement and Shareholders Agreement were also signed by Council and Erongo Red on **13 December 2005**.

2. Transfer Agreement

Schedule B, being a list of assets, rights and interests transferred to the Company (Erongo Regional Electricity Distributor Company (Proprietary) Limited) by the Municipal Council of Swakopmund, forms part of the Transfer Agreement.

A copy of **Schedule B** is attached as **Annexure "A"**.

Clause 3, Transfer of Assets of the Transfer Agreement is quoted:

3.1 As contemplated in clause 2 above, MS transfer on the Transfer Date to the Company, and the Company takes transfer of the following assets:

(a) All immovable property owned by MS and any right in or to property which relates to or is connected with the Distribution and Supply of electricity in MS's area of jurisdiction as set out in Schedule B;

3.4 MS hereby assigns to the Company, and the Company hereby accepts from MS, all rights and interests, as set out in Schedule B, so assigned to it.

For information:

- **MS** means Municipal Council of Swakopmund
- **Transfer Date** means the date of commencement of the New Act replacing the Act, or such later date as the PARTIES may in writing agree upon;
- **Act** means the Electricity Act, 2000 (Act 2 of 2000)
- **New Act** means the Electricity Bill, 2005, which is expected to replace the Act not later than 2006

3. Application for authorisation to transfer individual erven with sub-station located thereon

Erongo Red appointed Mr J F J du Toit by power of attorney to initiate the transfer of individual erven with substations located thereon and also to co-ordinate the subdivision of portions with substations thereon.

Attached as Annexure “B” is a copy of a letter received from Mr J F J du Toit requesting permission to proceed with the transfer of the following erven as per **Schedule B**:

	Substation Name	Erf Number	Asset Number as per Schedule B
1	Atlantic Sub	Erf 4736, Swk	Erongo Red still to confirm asset number.
2	Aukas Sub	Erf 3618, Swk	SWNL0007
3	Lazarett Sub	Erf 1714, Swk	SWNL0043
4	Hidipo Hamutenya Sub (Field Street)	Erf 2828, Swk	SWNL0019
5	Phillip Sub	Erf 616, Mon	SWNL0071
6	SOS Kinderdorf Sub	Erf 630, Tam	SWNL0097
7	Jabulani 4 Sub	Erf 775, Mon	SWNL0033
8	Jabulani 3 Sub	Erf 721, Mon	SWNL0032
9	Jabulani 2 Sub	Erf 917, Mon	SWNL0031
10	Jabulani 1 Sub	Erf 913, Mon	SWNL0030

The above erven, are the first batch of many to follow.

4. **Discussion**

It is proposed that Council takes note of the transfer of the assets as per Schedule B of the Transfer Agreement.

The Transfer Agreement does not deal with future erven to be created for electricity supply and erven being set aside for substations in the new townships at the moment. It is proposed that the Chief Executive Officer discusses the acquiring of erven by Erongo Red for the construction of substations in new residential areas with the Board at a next meeting; i.e. will Erongo RED pay for these erven at development cost.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the transfer of the existing assets as per Schedule B of the Transfer Agreement.
 - (b) That the Chief Executive Officer discusses the acquiring of erven by Erongo RED for the construction of substations in new residential areas with the Erongo RED Board of Directors at the next meeting; i.e. that Erongo RED pay for these erven at development cost.
-

11.1.15 **APPLICATION BY MESSRS REITER VEREIN SWAKOPMUND TO LEASE A PORTION OF LAND SITUATED ON ERF 1307, SWAKOPMUND**

(C/M 2012/07/26 - J 12)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 8.5 page 28 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

Attached as **Annexure “A”** is an application dated **23 April 2012** received from **Messrs Reiter Verein Swakopmund** requesting Council's permission to lease a portion of land situated on Erf 1307 Swakopmund; located next to the SPCA as indicated on the attached plan and sketch being **Annexure “B”**. **Messrs Reiter Verein Swakopmund** is a non-profitable organization having membership of 60 adults and 27 children. The club is also one of the oldest riding clubs in Namibia.

2. **Application**

The main purpose for acquiring the additional portion of land is to *construct four 100m x 100m temporary wooden paddocks* as at the moment the horses rotate on a two hourly basis in the wooden paddocks; whereafter the horses go back into the small internal paddocks. They wish to make it clear that they will not construct these intended wooden paddocks directly behind the graveyard or SPCA. Unfortunately it is quite difficult to determine the exact square meters needed. They also intend to upgrade the old wooden paddocks as due to the weather and climate at the coast it requires constant maintenance.

It is noted that there is no lease agreement in place for the current area utilized by **Messrs Reiter Verein Swakopmund**, but it will be incorporated in the lease agreement of the proposed area as it forms part of the proposed area; should Council approve same. The current area being used is depicted as per **Annexure “B”**.

According to the Vice Chairperson, Ms Gesche Gilchrist it is a vital aspect in the lives of horses to interact and play /socialize with one another and roam outside for as long as possible. As described by the Vice Chairperson, they experience a shortage of paddocks especially when hosting tournaments which can be four to five times yearly. Since they host large tournaments, they are obliged to accommodate all the horses during the time of the show. Especially during January they have to accommodate more than *110 horses* which result in crowdedness.

3. **Below is a summary of the comments received from the Engineering Services Department in respect of the requested area**

*The area applied for is currently zoned “undetermined”, meaning that Council may approve a use it deems fit. There are no development plans for this area and the proposal of the **Messrs Reiter Verein Swakopmund** is well in line with the surrounding uses already practice in the immediate surrounding. Since the proposed paddocks and wooden structures are seen as temporary structures it can be allowed. Attached as **Annexure “C”** is a draft plan defining the portion of land measuring 16 013 m² for the area applied for.*

4. **Consent from SPCA**

In principle the SPCA has no objection against **Messrs Reiter Verein Swakopmund** in respect of their future plans with the portion of land next to them, according the Vice Chairperson. One of the Committee members of the SPCA is currently abroad, but upon return will forward the written proof.

5. **Previously Council approved a similar application received from a Club**

5.1 A similar application was received from Mr J Horn and Mr D Rohrmann of **Messrs Swakopmund Practical Shooting Club** to make use of the old military shooting range; whereafter Council on **30 September 2010** resolved the following under item 11.1.13:

(a) *That the old military shooting range be leased to Messrs Swakopmund Practical Shooting Club, subject to the following:*

- (i) *For a lease period of 9 years 11 months with an option to renew and which period is terminable by either party by giving / receiving 3 months' written notice;*
- (ii) *Taking into account the low membership of 8 members, the area be lease at a nominal rental amount of N\$500.00 (+15% VAT) per annum, subject to an annual escalation of 10% on 1 July;*
- (iii) *That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and to be removed at the cost of the lessee at the termination / lapsing of the lease period;*
- (iv) *That Council be indemnified against any claims from the public or members of the club which may arise due to the use of the site by the club;*
- (v) *The lease may not be ceded or assigned to a third party without the written permission of the Municipal Council first being obtained;*
- (vi) *That the Municipal Council has unrestricted right of access to the area;*
- (vii) *That the site only be used for target range shooting purposes;*
- (viii) *That the site be restored to an acceptable condition on termination / lapsing of the lease period to the satisfaction of the Engineering and Health Services Departments; and*
- (ix) *That the club erects an acceptable perimeter fence (used tyres) and warning signs to warn the public of the danger existing on the site due to the use of firearms.*

(b) *That in order to qualify for the rental at a nominal amount of N\$500.00 per annum, the following be provided by Messrs Swakopmund Practical Shooting Club:*

- *A certified copy of the approved constitution, clearly indicating who will be representing the club in the lease agreement.*
- *A name list of the adult members residing in Swakopmund.*

(c) *That Ministerial approval be obtained to lease the area to Messrs Swakopmund Practical Shooting Club in terms of Section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended.*

5.2. Council's current Property Policy does not deal specifically with the requirements for the lease of land to non-profit organizations, the City of Windhoek, Walvis Bay, Otjiwarongo and Grootfontein Municipalities were contacted. The response was that they also do not have specific policies in place with regard to the lease of land to non-profit organizations:

5.3 During 2010 a comparison of the practice at other municipalities was done as indicated in the summary below:

	CITY OF WHK	WALVIS BAY	OTJIWARONGO	GROOTFONTEIN
Lease Amount	½ the value of development cost of which 10% is calculated as annual rental divided by 12 months.	N\$500.00 per month	N\$500.00 per month	N\$20.00 ⇨ N\$50.00 per month for undeveloped land
Lease Period	-	-	9 years 11 months	-
Members hip	Constitution No minimum membership	Constitution No minimum membership	-	Property to stay community bound.

5.4. Even though the nominal rental being levied by Walvis Bay Municipality and Otjiwarongo Municipality is **N\$500.00 per month**, it is proposed that the rental to be levied for **Messrs Reiter Verein Swakopmund** be considered at **N\$1 000.00 per annum plus N\$150.00 (15% VAT)**; as their membership is eighty seven (87) of which 60 is adults and 27 is children; **subject to an annual escalation of 10% on 1 July.**

5.5 The low annual rental of N500.00 for the Swakopmund Practical Shooting Club was motivated with regard to their minimal membership at the time, being 8 members. The size of the area leased by them measures ± 24 000 m².

6. Additional attachments

Attached as Annexure “D” is a letter dated **18 June 2012**, from **Messrs Reiter Verein Swakopmund** emphasizing the dire need for the additional land applied for.

Other attachments are:

Annexure “E” - Approved 2010 Constitution of **Messrs Reiter Verein Swakopmund**

Annexure “F” - A list of Committee Members 2012

Annexure “G” - A list if Membership 2012

7. Discussion

7.1 It is proposed that the Planning Forum discusses and considers to lease the portion of land measuring 16 013 m², situated on Erf 1307 Swakopmund, next to the SPCA for the purpose of constructing temporary wooden paddocks for the horses to roam and socialize and to provide proper accommodation for these animals.

7.2 Although the land is zoned “*undetermined*” Council can consider approving **Messrs Reiter Verein Swakopmund’s** application as the proposal of **Messrs Reiter Verein Swakopmund** is well in line with the surrounding uses already practiced in the immediate surrounding area. Facts that should be kept in mind are that it is a relaxing hobby for both adults and kids; they all enjoy being amongst such a sound environment and secondly that the club is growing as can be seen from the membership figures.

- 7.3 It should be noted that the current area utilized by **Messrs Reiter Verein Swakopmund** without having a signed lease agreement in place will be incorporated into the lease agreement once approved by Council. It is proposed that the terms and conditions be the same as contained in the lease agreement of Messrs Swakopmund Shooting Club and that the purpose of the lease land only be for constructing temporary wooden paddocks for the horses to roam and socialize and to provide proper accommodation for these animals. That the club erects an acceptable perimeter fence (such as used tyres) and warning signs to warn the public of the horses on the site and not to scare or frighten the animals.
- 7.4 As Council is not in favour of allowing sub-letting, it is proposed not to incorporate point (a) (v) of the conditions approved for Messrs Swakopmund Practical Club.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the portion of land measuring 16 013m², situated on Erf 1307 Swakopmund be leased to Messrs Reiter Verein Swakopmund, subject to the following terms and conditions:
- (i) *For a lease period of 5 years with an option to renew and which period is terminable by either party by giving / receiving 3 months' written notice;*
 - (ii) *Taking into account the membership consisting of 60 adults and 27 kids, the area be leased at a nominal rental amount of N\$1 000.00 (+15% VAT) per annum, subject to an annual escalation of 10% on 1 July as proposed in the revised draft Property Policy;*
 - (iii) *That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and to be removed at the cost of the lessee at the termination / lapsing of the lease period;*
 - (iv) *That Council be indemnified against any claims from the public or members of the club which may arise due to the use of the site by the club;*
 - (v) *That the Municipal Council has unrestricted right of access to the area;*
 - (vi) *That the site only be used for the purpose of accommodating, roaming and socializing of horses;*
 - (vii) *That the site be restored to an acceptable condition on termination / lapsing of the lease period to the satisfaction of the Engineering and Health Services Departments; and, failing which Council will restore the lease area to its previous condition for the account of the Messrs Reiter Verein Swakopmund.*
 - (viii) *That the club erects an acceptable perimeter fence (such as used tyres) and warning signs to warn the public of the horses on the site and not to scare or frighten the animals.*
- (b) That the proposed lease be advertised in terms of Section 63 of the Local Authorities Act, Act 23 of 1992, as amended; at the cost of the Reiter Verein Swakopmund Horse Riding Club.
-

11.1.16 **APPLICATION BY MR D HOLLOWAY TO PURCHASE PLOT 31 A**

(C/M 2012/07/26 - G 2/68)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 8.6 page 42 refers.

A. The following item was submitted to the Management Committee for consideration:

1. An application dated **12 April 2012 (Annexure “A”)** was received from Mr D H Holloway of the Stiltz (owner of Plot 31 at the Swakop River Mouth) to purchase Plot 31 A, adjoining his Plot 31 on which he established a lodge.

Mr D Holloway indicates that he intends to incorporate the plot into a bird sanctuary, since the bird life in the wetlands near the river mouth are a tourist attraction in need of protection and conservation.

Attached as Annexure “B” is a map indicating the location of Plot 31 A.

2. Plot 31 A is situated at the River mouth, which forms part of the RIVER PRECINCT area in terms of the Master Development Plan approved by Council on **30 July 2009** and is described as follows:

RIVER PRECINCT is the area from the Swakop River Mouth up to the Bypass and having a line extended eastward from the southern border of the planned new extension of Kramersdorf as its northern boundary.

- (a) *Zoning: Conservation*
- (b) *All development with special consent from Council*
- (c) *Permissible uses at nodes to be identified: Tourism, accommodation / recreational activities e.g. Scheuneman plots and Km 3 reservoir.*
- (d) *Council may prescribe such conditions for development as it may see fit.*

3. Plot 31 A is an awkward triangle shape $\pm 3\,457\text{ m}^2$ in extent. It is not suitable for any commercial development and separates the development of “Seagull Cry” and “The Stiltz”. It is overgrown with wild Tamarisk trees and shrubs and as such is already part of the river mouth bird sanctuary. It is not necessary to lease or sell the property for it to be conserved.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That the application of Mr D Holloway to purchase Plot 31 A be turned down.**
 - (b) **That Mr D Holloway be informed that Plot 31 A is reserved primarily for conservation in terms of the Long Term Plan.**
-

11.1.17 **APPLICATION BY MESSRS WOERMANN BROCK HAUS (PTY) LTD TO PURCHASE "THE JETTY"**

(C/M 2012/07/26 - E 1/4/1, E 1308)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 8.7 page 45 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

Mrs Gabi Woermann was invited to a Special Management Committee meeting which was scheduled for **17 April 2012** to express her concerns with regards to the termination of the lease agreement she signed with Council for the garage, known as "the Jetty" Shop.

Subsequent to above, an application dated **16 May 2012 (Annexure "A")** was received from Mrs Gabi Woermann of Messrs Woermann Brock Haus (Pty) Ltd to purchase the garage (Jetty Shop) in the Woermann Haus located on Erf 1308, Swakopmund. The garage measures approximately 24m².

Woermann Brock Haus (Pty) Ltd leased the garage from Council of which the lease period lapsed on 28 February 2012.

Attached as Annexure "B" is a site plan and aerial photo indicating the location of the garage.

2. RENOVATION OF THE GARAGE

Messrs Woermann Brock Haus (Pty) Ltd stated that at the time the garage was offered to them it was in a bad state of repair with a leaking roof and hanging doors, they decided to upgrade the garage to bring it up to a good condition and made it part of the Ankerplatz. It is further mentioned that the cost of upgrading the garage amounts to **N\$ 126 626.50 (Annexure "C")**.

Messrs Woermann Brock Haus (Pty) Ltd failed to honor the terms of the lease agreement entered into with Council by renovating and subletting the garage to a third party without written consent from Council. They indicated that they were subletting the garage to recover the costs involved in the renovations.

*Clause 4.2 of the signed lease agreement: **Renovation:***

4.2 If, however, during the currency of this lease, it shall be a condition of any lawful Authority or, in relation to the grant or renewal of any licences required by the LESSEE to carry on the business he/she intends conducting on the premises, that the premises be altered, extended or renovated, then the LESSOR shall not be obliged, but the LESSEE shall be entitled, at its own expense, to carry out such alterations, extensions or renovations, provided that the LESSOR'S written consent, which shall not unreasonably be withheld, has first been obtained in regard to such alterations and extensions.

4.3 The premises shall during the duration of the lease be used solely for the purposes of conducting a shop for tourism-related purposes, and for no other purposes, without the prior written consent having been obtained from the LESSOR.

It is further stated that:

5.2 The LESSEE may not, without the prior written permission of the LESSOR, -

5.2.1 bring about any additions or effect any structural changes of a capital nature to the premises. Any improvements made by the LESSEE, whether with or without the consent of the LESSOR, on or to the premises shall become the absolute property of the LESSOR on termination of the lease and the LESSEE shall not be entitled to remove same or claim any compensation therefore;

5.2.2 Notwithstanding the terms of the foregoing, the LESSOR shall be entitled at the termination of this lease to demand that some or all improvements and/or additions, made by the LESSEE, be removed by the LESSEE, and in such case the LESSEE shall be compelled at his own expense to repair all damage and/or defects caused by such removal, to the satisfaction of the LESSOR, unless the parties have in writing beforehand agreed that the LESSEE will be relieved of the obligation to remove any such improvements and/or additions.

Subsequent to the breaching of terms of the lease agreement by Messrs Woermann Brock Haus (Pty) Ltd, Council on **28 July 2011** passed the following resolution:

- (a) That the lessee be provided with a six (6) months notice of termination.
- (b) That the sub lessee be informed of the termination and be offered the opportunity to continue the lease on the same terms as contained in the existing lease agreement with Messrs Woermann Brock Haus (Pty) Ltd.
- (c) That the offer in (b) above shall exclude the option to renew.

3. **CURRENT SITUATION**

With reference to point (b) of the above resolution, Council was to enter into a lease agreement for the garage with the sub-lessee, Mrs S Auret of Nautical Gifts & Décor on **01 March 2012**, which agreement would lapse on **30 September 2012**.

The lease agreement was forwarded to her but since Messrs Woermann Brock Haus (Pty) Ltd is still demanding compliance from her in terms of the lease agreement she entered into with them as sub-lessee (letter **attached as Annexure "D"**), the signed agreement was never received back.

A letter (**attached as Annexure "F"**) dated **15 June 2012** was received from Ms Sharon Auret cancelling the lease of the garage with Council and stating that she will hand the keys in on Friday, **29 June 2012**.

4. **DISCUSSION**

4.1 Messrs Woermann Brock Haus (Pty) Ltd's intention is to acquire the garage from Council and incorporate it into the Ankerplatz development (situated on the adjacent Erf 948, Swakopmund). This will not be possible as the garage is situated on a heritage site and cannot be dealt with separately from the rest of Woermann Haus without amending the site plans.

4.2 Engineering Services Department on **28 March 2012** was requested to provide comments with regards to the application to purchase the garage (Jetty Shop) and they responded (memo attached as **Annexure "E"**) as quoted below:

Erf 1308 is situated in the Conservation Area and Woermann Haus is protected in terms of the National Heritage Act. The following are excerpts from the National Heritage Act:

*Definition of "Develop": in relation to a place –
"develop", in relation to a place, means-*

- (a) to construct or alter a place or a building on the place;
- (b) to demolish or remove a building or works on the place;
- (c) to carry out any works on, over or under the place;
- (d) **to subdivide or consolidate land comprising the place or any buildings on the place; or**
- (e) to place or relocate a building or works on the place,

and "**development**" has a corresponding meaning;

"**place**" means an area of land, with or without improvements, and includes-

- (a) a building;
- (b) a garden;
- (c) a tree;
- (d) the remains of a ship or part of a ship;
- (e) an archaeological site;
- (f) a site;
- (g) land associated with anything specified in paragraphs (a) to (e) ;

PART V

PERMITS (ss 46-52)

46 Certain activities prohibited

- (1) A person must not-
 - (a) remove or demolish;
 - (b) damage or despoil;
 - (c) **develop** or alter; or
 - (d) excavate,

all or any part of a protected place.

It is also advised that the Municipality first consult with the Heritage Council whether approval from their Council is necessary in order to entertain the application. From the above it seems that their approval needs to be obtained first.

4.3 In addition, there is no correspondence on file to support the claims that the garage has been upgraded to bring it up to a good condition.

4.4 With reference to other comments from Engineering Services Department regarding the application to mount a computer network at the top of Woermann Haus Tower, they indicated that:

Woermann haus is located in the Conservation area and when ever an application are submitted they must be supported by sufficient information, including a layout plan and elevations, to enable Council to assess their impact on the Conservation Area.

It is also mentioned that Woermann haus is Historical building and the settings must be protected.

5. CONCLUSION

The garage forms part of the Woermann Haus which is a historical building protected in terms of the National Heritage Act and it is located in the Conservation area. Further to that, the garage cannot be sold separately without subdividing it from Erf 1308, Swakopmund.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the application by Messrs Woermann Brock Haus (Pty) Ltd to purchase a room, known as “the Jetty” in Woermann Haus be turned down.**
 - (b) That Messrs Woermann Brock Haus (Pty) Ltd be informed that their lease agreement lapsed on 29 February 2012.**
 - (c) That the cancellation of the lease agreement of “the Jetty” by Ms S Auret of Nautical Gifts and Décor trading as Jetty Shop be noted.**
 - (d) That the room not be leased out until further notice.**
 - (e) That Messrs Woermann Brock Haus (Pty) Ltd be informed that the request for the refund of the improvement of N\$126 626.50 made to the property was without Council’s consent and therefore will not be refunded.**
-

11.1.18 **PROPOSAL FOR NEW COMPUTERS: MESSRS BUSINESS CONNEXION**

(C/M 2012/07/26 - B 2/2/1 T)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 8.8 page 53 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Messrs Business Connexion is responsible for the supply, installation and support of Council's information and technology services. Council entered into an agreement with Messrs Business Connexion on **12 December 2006** and the agreement was subsequently extended in **2011** for a further 5 years in terms of clause 4.1 of the Master Agreement (**Annexure "A"**).
2. **Attached** a letter (**Annexure "B"**) from Messrs Business Connexion outlining a proposal to supply new computers under a lease agreement, which can be added as an addendum to the Master Agreement currently in place. The terms of the lease agreement will extend to the end of the current 5 year contract period. The benefit is that Council does not have a big capital expenditure and does not sit with redundant equipment after 5 years.
3. The aim of replacing all the computers at once, is to roll-out a standardized desktop throughout, providing users with the latest software and hardware, and having an easier to manage IT environment with potentially less downtime.
4. The proposal is also beneficial to Council since IT uniformity will be attained and the same standard of service will be provided to all the staff members.
5. Council will be responsible for the assurance of the leased computers.
6. Currently, Council has the following computers:

<i>Description of Computers</i>	<i>Total</i>
<i>Standard Computers</i>	<i>101</i>
<i>High Specifications Computers</i>	<i>12</i>
<i>Laptops</i>	<i>8 (will not be replaced)</i>

All 113 computers will be replaced and leased at an amount of N\$18 344.61 per month. Included in this is spare or replacement of machines in the event of a breakdown.

7. Messrs Business Connexion has proposed a for the following:

<i>Description of Computers</i>	<i>Year Purchased</i>	<i>Total Computers</i>
<i>Standard Computers</i>	<i>July 2011</i>	<i>18</i>
<i>High Specifications Computers</i>	<i>July 2011</i>	<i>4</i>

The value of the buy back is N\$72 000.00 and is set off against the monthly rental to reduce it to N\$ 18 344.61 instead of the total purchase price of N\$489 532.00.

The twenty (20) standard computers bought in June 2009 will not be bought back by Messrs Business Connexion and it proposed that these computers be used at the Municipal Training Centre. Messrs Business Connexion has offered free of charge installation for these computers at the Municipal Training Centre.

8. The lease offer is at a cost of N\$18 344.61 per month and can be compared to a total purchase price of N\$489 532.00 for the Phase 3 replacement project, which will only replace 65 machines.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the proposal from Messrs Business Connexion to supply 113 new computers under a lease agreement at a fixed lease amount of N\$18 344.61 per month be approved.
 - (b) That the terms of the lease of the computer be incorporated in the Master Agreement with Messrs Business Connexion.
 - (c) That Messrs Business Connexion “*buys back*” the computers purchased in July 2011 at a value of N\$72 000.00 and that this value be set off against the monthly lease amount of N\$18 344.61.
 - (d) That the twenty (20) standard computers purchased in 2009 be used at the Municipal Training Centre and that Messrs Business Connexion attend to the installation free of charge as per their proposal.
-

11.1.19 **APPLICATION FOR PERMISSION TO OPERATE A RESIDENTIAL GUESTHOUSE**

(C/M 2012/07/26 - VS 4127)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 8.9 page 59 refers.

A. The following item was submitted to the Management Committee for consideration:

Attached application was received from Mr J C M van Greunen t/a Messrs Driftwood Haven Guesthouse to operate a Residential Guesthouse on Erf 4127 Vogelstrand.

According to the Swakopmund Town Planning Amendment Scheme the erf in question is zoned "*Single Residential*". The applicant may therefore apply for a residential guest house provided that they meet all the requirements as stated in the Swakopmund Town Planning Amendment Scheme.

A "*Residential Guest House*" means all pensions, guest houses, bed and breakfasts and backpacker's establishments operating from private dwellings with a maximum of nine bedrooms available for not more than 20 tourists, and where the owner/manager permanently resides in the house.

Excerpt from the Town Planning Amendment Scheme No.12 Clause 5, table A2.

Single Residential - TABLE A2: Provision of Parking

USE	MINIMUM NUMBER OF PARKING SPACES TO BE PROVIDED
<i>Dwelling Houses</i>	<i>As determined by Council.</i>
<i>Places of Public Worship and</i>	<i>1 parking bay per 10 seats or 10 members</i>
<i>Residential Guest House</i>	<i>A minimum of 2 plus 1.5 per room</i>
<i>Places of Instruction</i>	<i>Min: 15 bays for funeral chapels; 8 bays for other uses</i>

6 Rooms x 1.5 parking bays + 2 = 11 parking bays
12 Parking bays will be provided.

Table B: Erection and use of buildings and use of land

	ZONE	MAP REFERENCE	PURPOSES FOR WHICH LAND MAY BE USED	PURPOSES FOR WHICH LAND MAY BE USED AND BUILDINGS MAY BE ERECTED AND USED WITH THE SPECIAL CONSENT OF THE COUNCIL ONLY
A	<i>Single Residential</i>	<i>Yellow fill</i>	<i>Dwelling house</i>	<i>Place of Public Worship, Place of Instruction, Resident Occupation, Residential Guest House</i>

In order to establish a Residential Guesthouse on Erf 4127, the applicant must also obtain approval from the Namibian Tourism Board stating that

such an establishment meets all their requirements according to the Accommodation Establishment and Tourism Ordinance (Ord. 20 of 1973) and its Amendments.

All the surrounding neighbours were contacted for comments. All the neighbours were informed as to the proposed consent required. No objections were received. Registered mail was also sent to some of the surrounding property owners. None of these neighbours responded on the registered mail. The intended consent use was further advertised as per Clause 6 in the Namib Times on **1** and **8 June 2012** and no objections were received.

B. After the matter was considered, the following was:-

RECOMMENDED:

That the application of Messrs Driftwood Haven Guesthouse to operate a Residential Guesthouse on Erf 4127, Vogelstrand be approved subject to the following:

- *That final approval only be granted once permission from the Namibian Tourism Board has been received.*
 - *That they register with the Health Services Department.*
 - *That the applicant adheres to Council's Accommodation Establishment policy at all times.*
 - *That Council reserves the right, to cancel a consent use should there be valid objections.*
 - *That the applicant provides a minimum of 1.5 parking bays per Room plus two (2) parking bays.*
 - *That the consent is not transferable.*
 - *That they must operate within the Town Planning Amendment Scheme Regulations.*
 - *That no on street parking be tolerated.*
-

11.1.20 **UPDATED RECRUITMENT POLICY**

(C/M 2012/07/26 - B 1/8)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 9.1 page 01 refers.

A. The following item was submitted to the Management Committee for consideration:

A proposed updated Recruitment Policy was submitted to the Planning Forum on **10 January 2012**, whereafter it was submitted to the union for their input.

At its meeting on **14 May 2012**, the Planning Forum once again scrutinized the updated Recruitment Policy after the input of the union was taken into consideration, and it was resolved that:

- (a) *That contract workers in Paterson Bands C and above from outside of Swakopmund may be invited to be interviewed and Council be liable for subsistence and travelling allowances of those interviewees.*
- (b) *That the Union be informed that some of their requests were agreed with but not all.*
- (c) *That subject to (a) above, the updated Recruitment Policy be submitted to the legal representatives for input whereafter the policy be submitted to the Management Committee for approval.*

Changes to the policy, taken into consideration the union's input, are therefore as follows:

<i>Current policy</i>	<i>Updated proposal</i>
7.6.1 Internal advertisement procedure	7.6.1 Internal advertisement procedure
a) <i>Where a vacancy exists and the General Manager deems that there are sufficient suitably qualified internal candidates for the vacant position, permission be obtained from the Chief Executive Officer that the vacant position be advertised internally only, in the first instance.</i>	a) <i>Where a vacancy exists and the General Manager in consultation with the Manager: HR deems that there are sufficient suitably qualified internal candidates for the vacant position, permission be obtained from the Chief Executive Officer that the vacant position be advertised simultaneously internally, and amongst current contract workers. Current contract workers should meet the requirements.</i> <i>Internal candidates will be considered first, and only if they do not meet the prescribed requirements for the position, the applications of the contract workers will be considered.</i>
b) <i>Where only one internal candidate has applied, in response to the advert referred to in 7.6.1(a), and which applicant is deemed to meet <u>all</u> the requirements, the Management Committee shall continue with the interview process of the internal applicant.</i>	b) <i>Where only one internal candidate meets 75% of the requirements, such person shall be subjected to a practical test and need to obtain 75% in the test before being considered for an interview.</i>
d) <i>Where a General Manager with the permission granted by the Chief Executive Officer has decided to advertise in terms of Section 7.6.1(a), it will only proceed to advertise the post externally, once the internal applicants have through the interview process been found to be not a suitable candidate(s) for the position i.e.</i>	d) <i>Where a General Manager with the permission granted by the Chief Executive Officer has decided to advertise in terms of Section 7.6.1(a), he/she will only proceed to advertise the post externally, once the internal applicants have through the interview process been found to be not a suitable</i>

not achieving the 75% mark during the interview.	candidate(s) for the position i.e. not achieving the 75% mark during the interview for positions in Paterson Bands CB1 – E4 , 60% for positions in Paterson Band B1 – B5 , and 50% mark during the interview for positions in Paterson Bands A1 – A3 .
12. REVIEW OF POLICY <i>This policy shall be reviewed in 12 months from the date of approval by Council.</i>	12. REVIEW OF POLICY <i>This policy shall be reviewed any time as the need arises in 12 months from the date of approval by Council.</i>
	14.1 Add the following paragraph: <i>That contract workers in Paterson Bands C and above from outside of Swakopmund may be invited to be interviewed and Council be liable for subsistence and travelling allowances of those interviewees.</i>

The union's request to form part of the interview panel for positions in Paterson Bands D and E was not considered, as these positions fall outside the bargaining unit of the union. Their request to be involved with the creations of new positions and job description review was also not considered, as they have an input as union representatives to staff members within the bargaining unit when job descriptions are written.

Attached document with the input from the union, as well as the proposed updated Recruitment Policy.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves the attached updated Recruitment Policy and that the current policy be repealed and replaced accordingly.
 - (b) That information sessions be arranged in order to inform all the staff members of the updated Recruitment Policy.
-

11.1.21 **SALE OF ERF 1525, SWAKOPMUND – NOMINATION OF PURCHASER**

(C/M 2012/07/26 - E 1525)

Ordinary Management Committee Meeting of 12 July 2012, Addendum 10.2. page 00 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

Messrs Wilderness Investments CC was the successful bidder for the Altes Amtsgericht located on Erf 1525, Swakopmund at the closed bid held on **07 October 2011** for **N\$12 500 120.00**.

The upset price was **N\$8 400 000.00**.

Part of the conditions of sale was:

- (iii) **Nominees** *The purchaser will not be given the opportunity to nominate a nominee, therefore all prospective purchasers have to ensure that the Bid Form is completed in the personal name / name of the entity into which the property will be transferred. **No changes to the name will be considered.***

The reason for this is not only to curb the possibility of fraud and avoid speculation whereby the purchaser nominates a third party as purchaser before payment of the purchase price is due to Council, but also to ensure that the Receiver of Revenue receives the transfer duty payable on every transfer.

2. REQUEST BY MESSRS WILDERNESS INVESTMENTS CC

A letter, **attached** as **Annexure “A”** was received from the purchaser dated **18 May 2012** requesting Council to:

- ① *allow the **nomination of a number of close corporations** for transfer of the property into these entities, thereby paying transfer duty to the Receiver of Revenue only for one transaction; and also to*
- ② *confirm that the sale is that of a **going concern**, thereby the transaction can be concluded as a Zero Rated Going Concern for Value Added Taxation purposes. The taxation on the purchase price amounts to **N\$1 875 018.00**.*

Corporate Services replied as per **Annexure “B”** dated **07 June 2012**:

- ① *With regard to the **request to permit transfer to nominees**, this will not be allowed as it is not in line with the tender procedures and conditions of sale of the erf. The erf can only be transferred into the name of the successful bidder as indicated on the signed bid form. Since this was not a private transaction initiated by a private person / company accordingly the rules of the offer to the public are applicable meaning our office can only transfer the erf into the name of the successful bidder.*
- ② *In regard to the request to treat the transaction as a going concern the Municipality is not convinced that the circumstances meet the requirements of the Receiver of Revenue for exemption. We are not selling a business,*

*only a building used as offices. In our opinion the transaction does not meet with the last three conditions stipulated by the Receiver in your letter. Should you disagree, we refer to our letter of **03 March 2012** and request you to provide us with a directive from the Receiver of Revenue in which the specifics of this transaction is spelled out and directing us that the transaction is a “zero rated going concern”.*

In response to the above, another written application was received from the purchaser attached as **Annexure “C”** dated **18 June 2012**.

The purchaser indicates that the transfer cost of the premises amounts to **N\$1 548 901.90**, by paying this amount for two transfers the feasibility of the envisaged project is adversely affected.

The purchaser states that he will be the sole member of the number of close corporations.

3. **DISCUSSION**

The nomination of an entity other than the purchaser was clearly prohibited in the conditions of the bid and should Council wish to cancel this term, the other interested bidders would have to be informed by way of advertisement of this amendment of the terms and conditions to consider whether it would move them to amend their bids. Should the purchaser not wish to accept Council's decision he can cancel the transaction and take part at the next auction where Council can amend the conditions to include nomination of nominees. Numerous enquiries have been received already in the meantime for the purchase of both municipal offices.

Furthermore, should the purchaser provide a directive from the Receiver of Revenue indicating that the sale is that of a going concern, then only can the payment of the 15% VAT on the purchase price in the amount of **N\$1 875 018.00** be exempted.

4. **CONCLUSION**

Subsequent to the Management Committee meeting held on **12 July 2012**, a request was received from Messrs Wilderness Investments CC to meet with the Mayor and the Chairperson of the Management Committee. The meeting was conveyed by the Personal Assistant to the Mayor and attended by Her Worship the Mayor, the Chairperson of Management Committee, the Deputy Chairperson of Management Committee, the Chief Executive Officer and the General Manager: Corporate Services and Human Resources.

Mr Doll, who is the sole member of Messrs Wilderness Investments CC requested the Mayor to re-consider his application to nominate a nominee due to the cost implications it would have, should he not be allowed to nominate the CC's and he has to first transfer the property to Messrs Wilderness Investments CC and then transfer the property again into a number of CC's.

Mr Doll was once again reminded of the conditions of sale and that his oversight on the consideration of a nominee at the time of the bid cannot be accommodated by Council as there were other bidders involved.

After Mr Doll was given the opportunity to state his case, the Mayor thanked him for his attendance. The meeting resolved to submit the issue to Council to consider Mr Doll's request but felt that the applicant should rather obtain a legal opinion at his own cost to convince Council as Council cannot amend the conditions of sale after Messrs Wilderness Investments CC was accepted as the successful bidder.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Messrs Wilderness Investments CC not be permitted to nominate a number of close corporations as purchaser of Erf 1525.**
 - (b) That Messrs Wilderness Investments CC be informed to provide a directive from the Receiver of Revenue indicating that the transaction is that of a going concern, whereafter Council can exempt the payment of the 15% VAT on the purchase price.**
-

11.1.22 **REQUEST TO TRANSFER FUNDS TO 2012/13 FINANCIAL YEAR:
CRACKED HOUSES MONDESA**

(C/M 2012/07/26 - H 2/10)

Ordinary Management Committee Meeting of 12 July 2012,
Addendum 10.3. page 00 refers.

A. The following item was submitted to the Management Committee for consideration:

The construction of the four dwellings to replace the cracked houses started in **November 2011** and was expected to be completed by the end of 2011/12 Financial Year (**30 June 2012**). In this respect, a vote was created - vote 100534503900 to fund the project and thus an amount of N\$1 600 000.00 was allocated for the Financial Year 2011/12.

Unfortunately, during the recent inspection on the progress of these houses, it was discovered that the project will not be completed within the scheduled time. Three houses are 97 % completed (contractor only busy with touching up) while the fourth is 80% completed. However during the inspection, the contractor was urged to fast track the construction process in order to complete the four houses and to enable the owners to move into their houses without further delay.

It is against the above background that Council is requested to make the above project a continuation project in order to enable the contractor to complete the four houses.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That permission be granted to the General Manager: Finance to transfer an amount of N\$1 040 366.40 available on the Repair: Cracked Houses, Mondesa Vote 100534503900 to the 2012/13 Financial Year in order to enable the contractor to complete the project.**
 - (b) **That the Chief Executive Officer obtain feedback from the Erongo Regional Council regarding their contribution to the project.**
-