

**MINUTES**

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Wednesday, 28 March 2018 at 19:00.**

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**PRESENT:**

Councillor P N D Nashilundo	:	Mayor
Councillor M Elago	:	Deputy Mayor
Councillor E Shitana	:	Chairperson of M/C
Councillor K N Jason	:	Alternate Chairperson of M/C
Councillor A M Marsh	:	Member of Management Committee
Councillor E Hangula	:	Alternate Member of MC
Councillor U Kaapehi	:	Member of Council
Alderman E //Khoaseb	:	Member of Council
Councillor W O Groenewald	:	Member of Council

**OFFICIALS:**

Mr M P C Swarts	:	Acting Chief Executive Officer
Mr M N Ipinge	:	GM: Community Development
Mr C McClune	:	GM: Engineering Services
Mr H !Naruseb	:	GM: Finance
Mr A Plaatjie	:	Acting GM: Corporate Services & HR
Ms M Bahr	:	Manager: Human Resources
Mr M Cloete	:	Manager: Traffic Services
Mr J Heita	:	Manager: Town Planning
Mr U Tjiurutue	:	Corporate Officer: Administration
Ms I Ortner	:	Personal Assistant: To the Mayor
Ms A Kahuika	:	Administration Officer: Administration

**ALSO PRESENT:**

Also present were two (2) staff members receiving long service awards and eleven (11) members of the public.

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1. **OPENING BY PRAYER**

Pastor V Seibeb opened the meeting with a scripture reading and prayer.

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2. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**

On proposal of Councillor A M Marsh seconded by Alderman E //Khoaseb it was:

**RESOLVED:**

**That the agenda be adopted.**

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3. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**

3.1 Application for leave of absence:

**Councillor N N Salomon : Approved**

3.2 Declaration of interest:

**Councillor P N D Nashilundo - item 11.1.21**

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4. **CONFIRMATION OF MINUTES**

(C/M 2018/03/28 - A 2/3/5)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 22 FEBRUARY 2018**

On proposal of Councillor E Shitana seconded by Councillor A M Marsh it was:

**RESOLVED:**

**That the minutes of the Ordinary Council Meeting held on 22 February 2018, be confirmed as correct with amendments.**

That recommendation (f) be added to items 11.1.2 and 11.1.9 which will read as follows:

**11.1.2 That the 17 Portions and Remainder of Erf 3597 be reserved for the Shack Dwellers Federation.**

**11.1.9 That the 17 Portions and Remainder of Erf 3595 be reserved for the Shack Dwellers Federation.**

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

(C/M 2018/03/28 - A 2/3/5)

5.1 Her Worship, the Mayor, also announced as follows:

*Council Meeting 28 March 2018*

*Honourable Councillors, Pastor Seibeb, The Acting Chief Executive Officer, Mr Marco Swarts, General Managers, Managers, Officials, Members of the Community, Members of the Media, Ladies and Gentlemen, All Protocol observed*

*Good evening to you all, and a warm welcome to our Council Meeting. Thank you for your commitment towards Council Agenda and continue to attend the meetings for information and to acquaint yourself with Council activities.*

*Before I proceed with my speech, allow me to quote from the book of wisdom; out of Proverbs 3: 5-6 "Trust in the Lord with all your heart and lean not on your own understanding; in all your ways submit to Him and he will make your paths straight."*

**Office of the Mayor**

*I would like to thank Councillors for their support that represented me at meetings and functions in my absence. The office of the Mayor had the following commitments that were attended by me or by my fellow Councillors;*

- We attended the breakfast meeting on Economic Growth and Sustainable Development with NCCI and Stakeholders.
- The Kenya High Commission to Namibia H.E. Isaac Njenga paid a courtesy visit to the Office of the Mayor.
- We attended breakfast with the Minister of Finance where he focuses on the "National Budget and Economic outlook for 2018", the Erongo Regional Projects for 2018-2019 and sharing tax information with the business Stakeholders.
- The Minister of Urban and Rural Development, Dr Peya Mushelenga had a familiarization visit that was attended by Regional and Local Authority Councillors . His aim of the visit was to meet the leadership and for the leadership to inform the Minister on the projects the Minister should focus on and challenges in terms of development and service deliver.
- We attended the Official Handing over of 36 Houses in Swakopmund build under the Shack Dwellers Federation of Namibia, officiated by Madame Monica Geingos and Dr Peya Mushelenga. I delivered the vote of thanks at the event.
- His Worship the Mayor Cllr Matlou of Greater Letaba Municipality paid a courtesy call to the Office of the Mayor to share common challenges and successes regarding Civil Engineering Services rendered by both Municipalities.
- I delivered the welcoming and opening remarks at the AMEU/AEDU Namibia Annual Technical Conference.
- The Deputy Mayor attended the Erongo Development Fund Committee Meeting at the Uranium Institute.
- We attended the 28th Independence Celebration in Tsumeb.
- The Chairperson of Management together with Management staff attended the visit of the Minister of Environment and Tourism, Honorable Pohamba Shifeta on awareness of environmental management act and provision of waste management strategy where they visit the Municipal site.
- I attended the Regional Aids Coordinating Committee Meeting (RACOC), Erongo Regional Council.
- I delivered the keynote address at the Launch of the Customer Service Professionals Network Namibia at Strand Hotel.
- I attended the 4<sup>th</sup> quarter Regional Gender Permanent Task Force Meeting
- I attended the Stakeholder Dinner of Old Mutual and deliver the welcoming remarks.
- We attended the Commemoration of the World Tb Day and delivered the welcoming remarks at the Multi-Purpose Center.

Once again thank you my honorable Councillors for the team work and the support.

#### **Honourable Councillors, Ladies and gentleman**

March is the historical month for the Namibians to celebrate independence. We attended the National independence celebration in Tsumeb that was officiated by His Excellency, the President of the Republic of Namibia, Dr Hage Geingob. The belated Regional celebration will be held in Karibib on 14 April 2018, and I urge all of us to join the celebration. It is a time to pay our respect to our pioneering forefathers for their strength of spirit, their unflinching courage and their determined commitment to their vision - a vision that culminated in "the land of the free and the home of the brave" being born.

Independence Day is not only a day of reflection. It is also a day to pay tribute and to express our gratitude for our freedom still upheld today. It is a day to look forward to tomorrows that are bright with opportunities still to be explored and attained.

#### **Ladies and Gentlemen**

Reports on fire incidents continue to increase it is disheartening to witness people's possessions and at times lives being lost in these man-made fires that we can control by paying more attention to the information that we are getting. People are left homeless after the incident of fires.

Council has identify Erf 6788 within the vicinity of the target community to build an emergency shelter and community hall with the purpose to bring the much needed services closer to the people. The hall will be constructed with 36 288 bricks in total donated by NamClay Bricks and Pavers with the aim to assist fire victims who lost their belongings during a fire.

#### **Ladies and Gentlemen**

Announcement

#### **Notification of the distribution of LED bulbs by NamPower**

Nampower will be distributing the LED bulbs to community especially those that did not benefit in the first phase of distribution.

Distribution in Swakopmund will take place on **15 & 16 May 2018**. The venue will be announced in April upon confirmation from NamPower.

**Homeowners who did not benefit during the first phase** they can exchange four (4) used fluorescent bulbs for **four (4) LED bulbs**, on a first come first served basis.

Beneficiaries should bring along their **municipal bill** and **identification document** to the distribution points to benefit from the exchange.

6. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF COUNCIL**

6.1 Long Service Awards

*Honorable Councillors, Ladies and Gentlemen*

*Long Service Awards*

*Today we will acknowledge the following staff members:*

- *Ndimulunde Isdora - 35 Years of Service*
- *Mr Martinus Kalola who is going on retirement after 38 years and 8 month of devoted service to the Municipality of Swakopmund. We wish you many more years of good health and prosperity.*

*I thank you for your attention.*

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7. **PETITIONS**

None

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8. **MOTIONS OF MEMBERS**

None.

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

None.

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10. **REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1)(E) OF THE ACT**

10.1 **MINUTES OF MANAGEMENT COMMITTEE MEETINGS HELD DURING 08 MARCH 2018**

(C/M 2018/03/28 - A 2/3/5)

**RESOLVED:**

That the minutes of the Ordinary Management Committee meeting held on 08 March 2018 and Special Management Committee meeting held on 15 March 2018, be noted.

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11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 08 MARCH 2018 AND SPECIAL MANAGEMENT COMMITTEE HELD ON 15 MARCH 2018.**

11.1.1 **APPLICATION TO PURCHASE A STREET PORTION ADJACENT TO ERVEN 477 & 478, SWAKOPMUND**

(C/M 2018/03/28 - E 477, 478)

**RESOLVED:**

- (a) That the application of Messrs FT Group to purchase a street portion adjacent to Erven 477 and 478, Swakopmund for parking not be approved.

- (b) That Council approves the lease of the parking area adjacent to Erven 477 and 478, Swakopmund situated on the corner of Tobias Hainyeko Street, Werft Street and Nesor Street measuring  $\pm 534\text{m}^2$  to Messrs FT Group for its exclusive use for a period of nine (9) years and eleven (11) months, for the purpose of parking only.
- (c) That the lease amount be N\$19.03/m<sup>2</sup> per month,  $\pm 534\text{ m}^2 = \text{N}\$10\,162.00 + \text{N}\$1\,524.30$  (15% VAT) = N\$11 686.30 per month.
- (d) That the rental escalates with 10% annually as from 1 July 2018.
- (e) That the lease be subject to the standard conditions and to the following:

(i) *That the applicant pays a deposit equal to 1 month's lease in advance.*

(ii) **Indemnity**

*The LESSEE hereby indemnifies and undertakes to keep the LESSOR indemnified against any claim for loss or damages of property or bodily injury or loss of life or any claim whatsoever which may be made against the LESSOR by any person visiting, employed or present at the property for whatsoever reason or any conduct or omission occurring at the property for whatsoever reason or any conduct or omission occurring at the property irrespective of whether such act was committed or omission occasioned intentionally or negligently by the LESSEE, any person or animal for whose action it is in law liable for, or by any other party whatsoever or any claim made against the LESSOR.*

*The LESSEE acknowledges that the PROPERTY is situated on a public parking area and reconciles itself with the fact that this area is used and occupied by both vehicles and pedestrians on a daily basis and reconciles itself with the inherent risk that such occupation may present such as, but not limited to, motor vehicle accidents causing damage to the property or injury or death to persons, unauthorized persons mounting structures and equipment, etc. The LESSEE is at the time of the signing of this agreement aware that the PROPERTY is not fenced off in any way and access to the PROPERTY is completely accessible to any adult, child or animal from the public parking area which may present the risk of injury or death to such adult, child, animal or damage or destruction to property.*

(iii) **Carrying On Of Business**

*The LESSEE shall carry on its operations on the PROPERTY in accordance with all statutes, ordinances, municipal laws and regulations. The LESSEE acknowledges that whenever some form of mismanagement, mal-administration is reported and such report is justified after investigation thereof in the discretion of the LESSOR, notice will be given to the LESSEE to remedy such default within 14 days failing which the LESSOR shall be entitled to cancel the lease. The LESSEE shall not use or store or allow to be stored on the PROPERTY any liquid or other article of a dangerous or inflammable nature which may endanger the PROPERTY.*

(iv) **Breach of Conditions**

*If the LESSEE breaches any conditions of the agreement, the lease may be cancelled at the entire discretion of the LESSOR by giving thirty (30) days' notice in writing to the LESSEE, and the LESSEE shall restore the LEASED PROPERTY to a proper condition at his own cost and to the satisfaction of the LESSOR within the sixty (60) days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract the LESSEE shall for its own account restore the LEASED PROPERTY to its original condition and to the satisfaction of the LESSOR.*

(v) **Termination**

(i) *This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.*

(ii) *In the event of termination of the agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the LEASED PROPERTY, provided that the LESSEE may remove any such*

*improvements from the LEASED PROPERTY which is sixty (60) days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the lessee shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any improvement or to restore the property to its proper condition.*

- (f) That the layout of the parking area be approved by the General Manager: Engineering Services and that no permanent structures be erected on the parking area.
- (g) That the applicant attends to the temporary closure of the street portion measuring  $\pm 534\text{m}^2$  adjacent to Erven 477 and 478, Swakopmund situated on the corner of Tobias Hainyeko Street, Werft Street and Nesor Street, Swakopmund at the cost of the lessee.
- (h) That the lease be advertised in terms of the Local Authorities Act, (Act 23 of 1992), as amended.
- (i) That all costs with regards to the lease be for the lessee's account.
- (j) That all maintenance of the leased area be for the account of the lessee.
- (k) That Messrs FT Group informs Council in writing at least thirty (30) days in advance should the business be sold and that the new owner must apply in writing to lease the parking area.
- (l) That the parking layout be approved by the General Manager: Engineering Services.

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11.1.2 **APPLICATION TO ENCLOSE THE TOP AND BOTTOM OF THE TERRACE OF THE TUG RESTAURANT**

(C/M 2018/03/28 - E 913, E 2809)

**RESOLVED:**

- (a) That the proposal of The Tug Restaurant CC to make minor alterations to the structure encroaching onto a portion of Erf 2809, Swakopmund be approved; subject to:
  - (i) *That the Tug Restaurant CC obtains approval from the Aesthetics Committee and the Heritage Council by submitting the works / alterations.*
  - (ii) *That the Tug Restaurant submits the required building plans to Council's Engineering Services for approval.*
  - (iii) *That due to wind impact on the structure, structural engineer confirms that it is structurally sound under the altered load conditions / configuration.*
  - (iv) *That the Manager Town Planning appraise the proposed development for compliance with the Town Planning Scheme.*
  - (v) *That, if required, the lessee provides additional ablution facilities.*
  - (vi) *That the value of any and all structural additions and alterations be donated to Council.*
  - (vii) *That the tug contributes to the upgrading of the parking area in line with the number of bays required.*
  - (viii) *That an addendum to the lease agreement be drafted once all the necessary conditions are met.*

- (ix) *That a guardrail be erected on the seaside of the walkway for the length of the area enclosed.*
- (b) That the Tug Restaurant CC adheres to the requirements of the Town Planning Scheme and Standard Building Regulations.
- (c) That no changes, specifically to the lease amount, be considered.

11.1.3 **MESSRS DESERT BREEZE LODGE DETERMINATION OF PURCHASE PRICE**

(C/M 2018/03/28 - G 4 /1/1 (16))

**RESOLVED:**

- (a) That Council approves the purchase price of undeveloped land on the banks of the Swakop River at:
  - (i) *N\$430.00/m<sup>2</sup> x 30 000m<sup>2</sup> = N\$12 900 000.00, excluding VAT to Messrs Desert Breeze Lodge and;*
- (b) That upon acceptance of the purchase price by the purchasers, Ministerial approval be obtained in terms of Section 30 (1) (t) of the Local Authorities Act 23 of 1992 to proceed with the transaction.
- (c) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is in place.
- (d) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from date of the Surveyor-General approved plan in place. Failure to secure the purchase price will result in cancellation of the transaction without further notice.
- (e) That Messrs Desert Breeze Lodge comply with the statutory processes until completion of the projects.

11.1.4 **MESSRS OLUGA ENTERPRISES (PTY) LTD: DETERMINATION OF PURCHASE PRICE**

(C/M 2018/03/28 - G 4/1/1 (19))

**RESOLVED:**

- (a) That Council approves the purchase price of undeveloped land on the banks of the Swakop River at:
  - (i) *N\$430.00/m<sup>2</sup> x 10 000m<sup>2</sup> = N\$4 300 000.00, excluding VAT to Messrs Oluga Enterprises (Pty) Ltd.*
- (b) That upon acceptance of the purchase price by the purchasers, Ministerial approval be obtained in terms of Section 30 (1) (t) of the Local Authorities Act 23 of 1992 to proceed with the transaction.
- (c) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is in place.

- (d) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from date of the Surveyor-General approved plan in place. Failure to secure the purchase price will result in cancellation of the transaction without further notice.
- (e) That Messrs Oluga Enterprises (Pty) Ltd comply with the statutory processes until completion of the projects.

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11.1.5 **DETERMINATION OF PURCHASE PRICE FOR ERF 1837, MONDESA:**  
C/M 2018/03/28 - RE/ 1837, M 2093)

**RESOLVED:**

- (a) That Council approves the purchase price of N\$375.00/m<sup>2</sup> (121m<sup>2</sup> x N\$375.00 = N\$45 375.00) for the sale of the Remainder Erf 1837, Swakopmund zoned “*Single Residential*” to Mr Absai Eliaser subject to the conditions as approved by Council on 31 August 2017, under item 11.1.14.
- (b) That the applicant attends to the statutory process i.e. Environmental Impact Assessment (EIA), subdivision consolidation of the street portion with Erf 2093, Mondesa at the cost of the purchaser.
- (c) That the applicant be informed that all costs relating to the transaction are for his account, such as (but not limited to) the advertising of the street closure, advertising of the sale, permanent closure, subdivision and consolidation, EIA, the appointment of the land surveyor and the transfer.
- (d) That once the statutory process is finalized, the sale of the Remainder of Erf 1837, Mondesa to Mr Absai Eliaser be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 as amended.
- (e) That the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from the closing date for possible objections and should objections be received, or within 120 days from the Honourable Minister’s favourable response. Failure to secure the purchase price will result in cancellation.
- (f) That the transaction be concluded within 120 days from the closing date for possible objections and should objections be received, or within 120 days from the Honourable Minister’s favourable response.



11.1.6 **EXTENSION 2, MATUTURA: DAMARA TERN TRADING CC PARTNERSHIP**

(C/M 2018/03/28 - G 3/3/2, 520, 525, Mat)

**RESOLVED:**

- (a) That Council remains with its resolution passed on 26 January 2016 under item 11.1.2.
- (b) That the erven (except those zoned “*Institutional*”) of Extensions 1 and 2 Matutura be sold by closed bid sale once the installation of services is finalized and the townships are proclaimed.
- (c) That Messrs Damara Tern Trading CC and future applicants be informed of point (b) above.

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11.1.7 **IDENTIFICATION OF AN ERF FOR THE EMERGENCY SHELTER AND THE MATUTURA COMMUNITY HALL**

(C/M 2018/03/28 - N 3)

**RESOLVED:**

- (a) That Erf 6788, Extension 25, Swakopmund be designated for the construction of an emergency shelter and Community Hall.
- (b) That the necessary budgetary provisions for the two projects mentioned under point (a) above be made in 2019/2020 financial year.
- (c) That development proposals be invited which include the design and layout of the development.

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11.1.8 **REQUEST TO WITHDRAW CANCELLATION OF BUILD TOGETHER APPLICATION:MRS SHANADOES**

(C/M 2018/03/28 - H 5/3)

**RESOLVED:**

That the application of Mrs S Hanadaos for a Build Together loan not be considered because she already benefited from a loan through the Meduletu low cost housing scheme and is thus not eligible for a Build Together Loan according to the Build Together Programme Guidelines.

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11.1.9 **APPROVAL OF THE BUILD TOGETHER LOAN AGREEMENT ERF 3403, MONDESA: MS L MATHEUS**

(C/M 2018/03/28 - H 5/3, M 3403)

**RESOLVED:**

- (a) That the loan agreement compiled by Messrs Kinghorn Associates for Ms Loide Matheus in respect of Erf 3403, Mondesa be approved.
- (b) That a new bond be registered in Council’s favor over Erf 3403, Mondesa.

- (c) That all costs relating to the transaction, compilation of the loan agreement as well as any legal costs that may arise from this transaction be borne by the purchaser.
- (d) That the purchase price be paid within the period of fifteen (15) years, being the period normally applicable to low income housing schemes.
- (e) That the current loan balance amount of N\$16 049.36 reflected on the account of Mrs L Matheus be redeemed against the revolving fund.

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11.1.10 **REQUEST FOR EXTENSION OF TIME FOR THE DEVELOPMENT OF ERVEN 3291, MONDESA BY MR ANDREAS GAWESEB**

(C/M 2018/03/28 - M 3291)

**RESOLVED:**

- (a) That Council approves the extension of time of 36 months to Mr A Gaweseb to commence and complete the construction of the building on Erf 3291, Mondesa until 25 March 2021.
- (b) That Mr A Gaweseb be informed that the extension of the due date in (a) above does not absolve him from the payment of basic service charges which he is currently paying.
- (c) That an addendum to the agreement be compiled to affect the amendments above.

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11.1.11 **CLOSED BID SALES & UPSET PRICE: EXTENSION 14**

(C/M 2018/03/28 - G 3/3/2/14)

**RESOLVED:**

- (a) That closed bid sales be scheduled in terms of the Local Authorities Act 23 of 1992 for the 118 "Single Residential" erven located in Extension 14, as necessitated by the flexible / fluctuating market demand; subject to Council's standard conditions of sale for closed bid sales be approved.
- (b) That the erven listed in Annexure "B" (on file) be approved for sale by closed bid sales at the following upset prices of N\$500.00/m<sup>2</sup>.
- (c) That allocation be done to the highest qualifying bidder on the basis of 1 Erf per person / entity (married couples, irrespective of the marital regime are regarded as one entity).
- (d) That the registration fee be determined at .75% of the highest upset price for the respective zonings:
  - N\$5 000.00 for the "Single Residential" erven
- (e) That payment of the registration fee entitles a person / entity to submit 5 bids for different erven.

- (f) That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second Erf.
- (g) That the purchase price be paid within 90 calendar days from the date of sale.

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11.1.12 **AGREEMENT OF MESSRS BUSINESS CONNEXION NAMIBIA (PTY) LTD // ADDING THE MIMECAST SOLUTION**

(C/M 2018/03/28 - D 12/1)

**RESOLVED:**

- (a) That Council takes note of the Resource Link System that could not be successfully implemented and that no payments will be made by Council in this regard, (Annexure B on file).
- (b) That Council accepts the offer made by Messrs Business Connexion Namibia (Pty) Ltd to upgrade the current Payday System to a newer version at no cost as they could not deliver the system referred to in (a) above.
- (c) That permission be granted to Messrs Business Connexion Namibia (Pty) Ltd to install the Mimecast Solution in order to protect the continuous threatening emails and cyber-attacks received at a monthly cost of N\$17 917.00 (excluding VAT) to be defrayed from the monthly charges of all departments. The cost to be escalated as per Annexure C (on file).
- (d) That it be noted that Messrs Business Connexion Namibia (Pty) Ltd carried the full cost during the 2017 concept testing phase and thereby protecting the server from all harmful email attacks.
- (e) That it be recorded that the procurement will be done in terms of Section 36 of the Procurement Act, 2015.
- (f) That the agreement with Messrs Business Connexion Namibia (Pty) Ltd be updated taking into consideration the renewal terms, the amendment to the Resource Link System and addition of the Mimecast Solution.

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11.1.13 **REPLACEMENT OF BUILD TOGETHER APPLICANTS WHO ALREADY OWN PROPERTY**

(C/M 2018/03/28 - H 5/3)

**RESOLVED:**

- (a) That the Build Together loans and Erven 7005 and 7014, Mondesa allocated to Mrs Goldine Seibes (Hamases) and Mr J Gauseb respectively, be cancelled because they already own properties.
- (b) That the Build Together loans and Erven 7005 and 7014, Mondesa be allocated to Ms F N Kombanda and Mr Frans Inkono respectively.
- (c) That should the deed search proof that any of the above beneficiaries is not a first- time- property- owner, all transactions

between Council and the beneficiary be cancelled and that they be ordered to return the Erf / Erven to Council.

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11.1.14 **BUILD TOGETHER APPLICATION OF MS ERIKA GAWESES**  
(C/M 2018/03/28 - H 5/3)

**RESOLVED:**

That the Build Together application of Ms Erika Gaweses be approved and that Erf 7018, Mondesa be allocated to her.

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11.1.15 **FEEDBACK REPORT: INCOMPLETE HOUSES OF THE BUILD TOGETHER PROGRAMME**  
(C/M 2018/03/28 - H 5/3)

**RESOLVED:**

- (a) Those beneficiaries with incomplete houses, especially those who are employed, be given 12 months to complete their houses.
  - (b) That those beneficiaries who fail to comply with the provisions under point (a) above, have their properties repossessed and be given to the next qualifying applicants on the waiting list.
  - (c) That Community Development Services Department continues to engage the unemployed beneficiaries with incomplete houses to find ways and means to complete their houses.
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11.1.16 **APPLICATION FOR CONSENT USE TO OPERATE A RESIDENTIAL GUEST HOUSE ON ERF 1702, SWAKOPMUND, EXTENSION 3**  
(C/M 2018/03/28 - E 1702)

**RESOLVED:**

- (a) That the consent to operate a residential guesthouse on Erf 1702, Swakopmund, Extension 3 be approved.
  - (b) That the applicant be informed to register with the National Tourism Board (NTB) and Council's Health Services Department and that the standard Health Regulations will apply.
  - (c) That the consent use be subject to the following:
    - *That Council reserves the right, to cancel a consent use should there be valid complaints.*
    - *That the applicant must operate within the Town Planning Scheme regulations,*
    - *That the consent is not transferable.*
    - *That sufficient parking will be provided on the premises.*
    - *That no on street parking will be tolerated.*
  - (d) That the objector be informed of his or her right to object (in terms of Clause 8 of the Swakopmund Town Planning Scheme) to the Minister, within 28 days of this notice against Council's decision, provided that written notice of such an appeal shall be given to the Ministry, as well as the Council within the said period.
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1.1.17 **APPLICATION FOR CONSENT TO OPERATE AN ADMINISTRATIVE OFFICE ON ERF 949, TAMARISKIA**  
(C/M 2018/03/28 - T 949)

**RESOLVED:**

- (a) That consent to operate an administrative office on Erf 949, Tamariskia be approved subject to the following conditions:
- *That Matuiipi Investment cc registers with the Health Services Department and that the standard Health Regulations will apply.*
  - *That Council reserves the right, to cancel a consent use should there be valid complaints.*
  - *That the applicant must operate within the Town Planning Scheme regulations.*
  - *That consent is not transferable.*
  - *That sufficient parking will be provided on the premises.*
  - *That no on street parking will be tolerated.*
  - *That only 40% of the total floor area of all the buildings on the erf is allowed to be used for the resident occupation.*
- (b) That the objector be informed of Council's decision and his right to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry of Urban and Rural Development, as well as Council within the said period.

11.1.18 **REZONING OF ERF 1945, SWAKOPMUND FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:900M<sup>2</sup> TO "GENERAL RESIDENTIAL 2" WITH A DENSITY OF 1:250M<sup>2</sup>**  
(C/M 2018/03/28 - E 1945)

**RESOLVED:**

- (a) That Erf 1945, Swakopmund be rezoned from "*Single Residential*" with a density of one dwelling per 900m<sup>2</sup> to "*General Residential*" with a density of one dwelling per 250m<sup>2</sup>.
- (b) That the rezoning of Erf 1945, Swakopmund be included in the next Swakopmund Amendment Scheme.
- (c) That the rezoning of Erf 1945, Swakopmund be subject to a betterment fee calculated according to the betterment fee policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering Services Department for approval.
- (d) That parking be provided on-site in line with the Swakopmund Town Planning Scheme.

11.1.19 **REQUEST TO ALLOCATE ERF 1272 IN THE DRC INFORMAL SETTLEMENT TO MR LAIDLAW PERINGANDA**  
(C/M 2018/03/28 - H 5/4)

**RESOLVED:**

- (a) That the request by Mr L Peringanda to be registered as the rightful tenant for Plot 1272 in the DRC settlement not be granted, as the couple has acquired a property under the Mass Housing Development Programme, being Erf 2409, Matutura.
- (b) That Mr L Peringanda vacates and surrenders Plot 1272 in the DRC settlement to the Municipality with immediate effect.

11.1.20 **NORTH-SOUTH: MUNICIPAL PARTNERSHIP NAMIBIA (ALAN) - SWEDEN (SIDA): APRIL 2018 DELEGATION**  
(C/M 2018/03/28 - A 2/3/1/7/1)

**RESOLVED:**

- (a) That the following members serve as project and steering committee members for the current projects and as continuation of the relationship between Malmo City and the Municipality of Swakopmund:

**Steering Committee - Management Function for both projects):**

- One Politician from Ruling Party : Her Worship the Mayor
- One Politician from Opposition : Alternate Member of the Management Committee
- Chief Executive Officer
- General Manager: Health Services
- Deputy Director Education

**Project Members ESD: Sustainable use of Marine Food**

- Project Manager: - Manager: Corporate Services
- Environmental Officer - Health Services Department
- Appointed representative from Ministry of Fisheries or as required by project -

*Responsible to co-ordinate venues, network with local operators, infrastructure and development of training materials and related training resources.*

**Project Members UG: Urban Gardening /Food Production**

- Project Manager - EHP Health Services
- Staff member - Environmental Officer / EHP
- High / Primary School Teachers - Teacher

- (b) That special leave be granted to the officials nominated by Council to participate in the activities prescribed as per the approved projects.
- (c) That traveling and subsistence allowance from the relevant votes be used for this purpose and be paid in accordance with Council Policy.
- (d) That the General Manager: Finance provides the delegation with a bridging fund for any unforeseen occurrences when traveling

abroad in accordance with the requirements of the project implementation activities.

11.1.21 **REQUEST FOR EXTENSION OF TIME TO SECURE THE PURCHASE PRICE FOR ERF 7159, MONDESA BY ANGELIQUE INVESTMENT CC**  
(C/M 2018/03/28 - E 7159)

That it be recorded that the Mayor declared her interest and left the Chamber.

**RESOLVED:**

- (a) That Messrs Angelique Investments CC be granted an extension of time to secure the purchase price for Erf 7159, Extension 26, Swakopmund, until 01 March 2019.
- (b) That Messrs Angelique Investments CC be reminded that the purchase price for the property is N\$1 265 400.00 and interest calculated from 02 December 2017 until 01 March 2019 amounts to N\$165 264.87.
- (c) That Messrs Angelique Investments CC be informed that the purchase price must be secured by 01 March 2019 as no further extensions will be granted.
- (d) That an addendum to the deed of sale be compiled effecting the above extension of time.

11.1.22 **APPLICATION FOR LAND (REHABILITATION & REINTEGRATION AND COMMUNITY SUPERVISION OF OFFENDERS SWAKOPMUND)**  
(C/M 2018/03/28 - T 674, M 7041, M 6928)

**RESOLVED:**

- (a) That Council in principle, approves the allocation of Erf 7041, Swakopmund, Extension 26 to Uhili Necessity Wellness Trust for the construction of a rehabilitation and reintegration facility for offenders subject to the conditions of sale applicable for the sale of land zoned "*Institutional*".
- (b) That the approval in (a) above be subject thereto that Uhili Necessity Wellness Trust provides the following documents within six months from the date of Council's resolution approving the allocation:
  - a lay-out indicating that the area (4 562m<sup>2</sup>) of the Erf will be optimally used as regulated in terms of Town Planning Amendment Scheme 12.
  - a business plan (pay of the Erf and sustainability of the project).
  - proof of financing for the purchase of the Erf as well as the construction of the facilities.
  - confirmation from Namibian Correctional Services that such venture is supported by the Ministry.
- (c) That the purchase price be determined at N\$55.00/m<sup>2</sup> (being 50% of the cost of installation of services to Extension 26), it is N\$55.00 x 4 562m<sup>2</sup> = N\$250 910.00.
- (d) That in addition to the standard conditions of sale, Erf 7041, Swakopmund may not be subdivided and alienated by Uhili Necessity Wellness Trust.

- (e) That should not development take place in 24 Months the allocated Erf be return to Council.
- (f) That Messrs Uhili Necessity Wellness Trust be inform that no violent offenders will be accommodated on site.

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11.1.23 **REQUEST FOR EXTENSION TO PERFORM: ERF 4873 (INDUSTRIAL AREA)**

(C/M 2018/03/28 - E 4873)

**RESOLVED:**

- (a) That Mr Martin Esau be granted an extension of time to secure the purchase price for Erf 4873, Swakopmund, until 03 April 2018 and no further extensions will be granted.
- (b) That Mr Martin Esau be informed that the purchase price for the property is N\$1 850 750.00 and interest calculated from 31 August 2017 until 10 April 2018 amounts to N\$115 012.70 (15% VAT excluded).

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11.1.24 **DETERMINATION OF THE PURCHASE PRICE FOR THE SALE OF ERF 365, EXTENSION 1, MILE 4 - NAMIBIA DESERT GIANT GROUP (PTY) LTD**

(C/M 2018/03/28 - E365)

**RESOLVED:**

- (a) That Council repeals point (c) (i) of Council resolution of 27 April 2017, item 11.1.35 and replaced with the following:

**Current wording:**

*(i) That the Erf be sold after the closed bid sale for Extension 1 and Extension 14, Mile 4 at a purchase price per square metre to be determined.*

**Amended wording:**

*(i) That Council approves the purchase price of Erf 365, Mile 4 at  $N\$825.00/m^2 \times 8\,993m^2 = N\$7\,419\,225.00$  (15% VAT excluded) to Messrs Namibia Desert Giant Group (Pty) Ltd.*

- (b) That point (d) (i) of Council resolution of 27 April 2017, item 11.1.35 be repealed and replaced with the following:

*(d) (i) That the purchaser shall be required to pay the deposit of N\$10 000.00 towards the statutory costs relating to the transaction including but not limited to advertising costs, compilation of the agreement of sale as well as any legal costs that may arise from this transaction, within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.*



The meeting adjourned: **20:09**

Minutes confirmed on: **26 April 2018**

**Councillor P N D Nashilundo**  
**MAYOR**

*ut/AK-*

**M P C SWARTS**  
**ACTING CHIEF EXECUTIVE OFFICER**