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CITY OF WINDHOEK

✉ 59, Windhoek

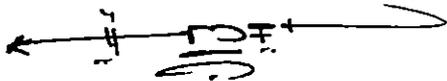
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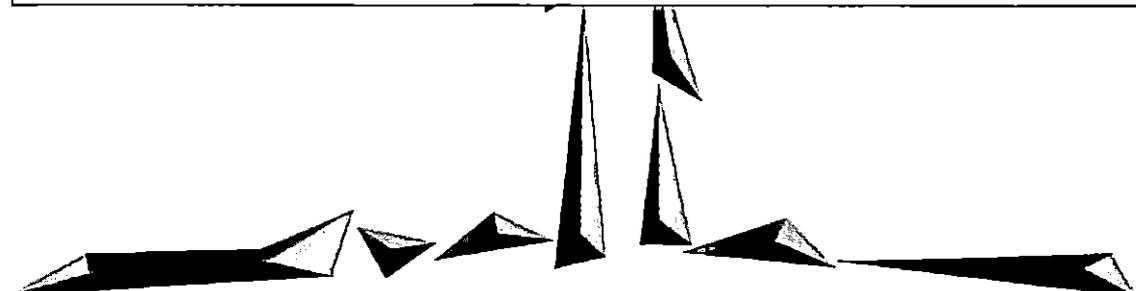


NOTICE is hereby given of the monthly meeting of the

MUNICIPAL COUNCIL OF WINDHOEK

scheduled to be held on **Thursday, 27 June 2024, at 17:30** but rescheduled to be held on **Tuesday, 02 July 2024 at 17:30**, in the new Council Chambers, Windhoek.

pp. 
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CHIEF EXECUTIVE OFFICER



ENQUIRIES: Ms T Edward/pek
Ms M Garises

REF: 2024-07-02(2706).ca

TELEPHONE: 2902597/2902557

DATE: 2024-06-26

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[Municipal Council Agenda: 2024-07-02(06-27)]

1 **OPENING BY PRAYER**
(3/2/1)

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[Municipal Council Agenda: 2024-07-02(06-27)]

2 **OFFICIAL ANNOUNCEMENTS, STATEMENTS
AND COMMUNICATIONS BY THE MAYOR -
COUNCIL MEMBER MS QUEEN O KAMATI**
(3/1/6/8)

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[Municipal Council Agenda: 2024-07-02(06-27)]

3 **APPLICATIONS FOR LEAVE OF ABSENCE**
(3/1/5/1)

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[Municipal Council Agenda: 2024-07-02(06-27)]

4 **DECLARATION OF INTEREST**
(3/1/5/1)

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5 **CONFIRMATION OF MINUTES**

[Municipal Council Agenda: 2024-07-02(06-27)]

5.1 **MUNICIPAL COUNCIL MEETING
HELD ON 30 MAY 2024**
(3/2/1)

The minutes of the monthly meeting of the Municipal Council of Windhoek held on 30 May 2024 are submitted for confirmation.

[Municipal Council Agenda: 2024-07-02(06-27)]

5.2 **SPECIAL MUNICIPAL COUNCIL
MEETING HELD ON 10 JUNE 2024**
(3/2/1)

The minutes of the special meeting of the Municipal Council of Windhoek held on 10 June 2024 are submitted for confirmation.

[Municipal Council Agenda: 2024-07-02(06-27)]

5.3 SPECIAL MUNICIPAL COUNCIL MEETING HELD ON 14 JUNE 2024 (3/2/1)

The minutes of the special meeting of the Municipal Council of Windhoek held on 14 June 2024 are submitted for confirmation.

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[Municipal Council Agenda: 2024-07-02(06-27)]

6 PETITIONS (3/2/1)

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[Municipal Council Agenda: 2024-07-02(06-27)]

7 MOTIONS (3/2/1)

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[Municipal Council Agenda: 2024-07-02(06-27)]

8 ANSWERS TO QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN (3/1/6/3) (16/15/1)

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9 URGENT MATTER ARISING FROM THE SPECIAL COUNCIL MEETING HELD ON 10 JUNE 2024

[Municipal Council Agenda: 2024-07-02(06-27)]

9.1 ITEM 4.1 [CEO/HPH] LEGAL MATTER (L/Wanderers)

This matter, submitted to the Councillors under separate cover, is to be dealt with in terms of section 14(2)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) which reads as follows:

Every meeting of a local authority council shall be open to the public, except on any matter relating to -

- (iii) the institution of any legal proceedings by, or opposition of any legal proceedings instituted against, a local authority council,*

unless the local authority council by a majority of at least two-thirds of its members present at the meeting in question determines such a meeting to be so open.

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[Municipal Council Agenda: 2024-07-02(06-27)]

**9.2 [CEO] LEGAL MATTER
(L/Legal Status Report)**

This matter, submitted to the Councillors under separate cover, is to be dealt with in terms of section 14(2)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) which reads as follows:

Every meeting of a local authority council shall be open to the public, except on any matter relating to -

- (iii) *the institution of any legal proceedings by, or opposition of any legal proceedings instituted against, a local authority council,*

unless the local authority council by a majority of at least two-thirds of its members present at the meeting in question determines such a meeting to be so open.

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10 MINUTES OF MANAGEMENT COMMITTEE

[Municipal Council Agenda: 2024-07-02(06-27)]

10.1 APPROVAL OF MINUTES (MC 10/2024)

The minutes of the Management Committee meeting (MC 10/2024) held on 4 June 2024 was approved by the said Committee on 18 June 2024 and is submitted for notice with recommendations submitted to Council as per Items GOV.4, GOV.5 and FNS.1, which follow immediately hereunder for consideration.

It is

RECOMMENDED

That the minutes of the Management Committee meeting (MC 10/2024) held on 4 June 2024, be noted by its members, with recommendations submitted to Council as per Items GOV.4, GOV.5 and FNS.1, which follow immediately hereunder, for consideration.

[Municipal Council Agenda: 2024-07-02(06-27)]

**10.1.1 GOV.4 [CEO] CONFIDENTIAL MATTER
(13/5)**

This matter, submitted to the Councillors under separate cover, is to be dealt with in terms of section 14(2)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) which reads as follows:

Every meeting of a local authority council shall be open to the public, except on any matter relating to -

- (i) *the appointment, promotion, conditions of employment and discipline of any particular officer or employee of a local authority council;*

unless the local authority council by a majority of at least two-thirds of its members present at the meeting in question determines such a meeting to be so open.

[Municipal Council Agenda: 2024-07-02(06-27)]

**10.1.2 GOV.5 [EDC] RECEIPT OF DONATIONS TO
THE KATUTURA OLD AGE HOME
(16/9)**

Introduction, background and purpose

*** The Municipal Council of Windhoek, through the Office of the Chief Executive Officer received letters dated 30 January 2024 from Namibian Revenue Agency (NAMRA), 6 May 2024 from NamPower (Pty) Ltd Foundation, and TRUSTCO Mixed Marketing respectively, indicating their intention to make donations to the Katutura Old Age Home, as per the letter **attached as pages 1, 2 and 3 - 4 respectively to the agenda.**

The purpose of this item is to seek approval and update Council on the proposed donations to Katutura Old Age Home from NamPower (Pty) Ltd Foundation and TRUSTCO Mixed Marketing, as well as numerous ad-hoc donations from private citizens.

Discussion

- **Namibian Revenue Agency (NAMRA) and De Beers Marine**

*** Namibian Revenue Agency (NAMRA) in a letter dated 30 January 2024 **attached as page 1 to the agenda**, informed the Chief Executive Officer of their intention to donate groceries and toiletries to the Katutura Old Age Home. The total value of donated goods amounts to N\$20 000.00 and the goods were received at a Handing Over Ceremony at Katutura Old Age Home. The Namibia Revenue Agency (NAMRA) hosted its second Taxpayer Appreciation Day on 19 April 2023, where the most compliant taxpayers and traders were awarded. Namibian Revenue Agency (NAMRA) awarded special prizes to the highest contributors to

tax revenue which included a donation of N\$20 000.00 in charity, to an Organisation of their choice. De Beers Marine was one (1) of the winners and they have subsequently identified the Katutura Old Age Home as their charity of choice.

- **NamPower (Pty) Ltd Foundation**

In their letter dated 6 May 2024, **attached as page 2 to the agenda**, NamPower (Pty) Ltd Foundation expressed their intent to donate blankets to the pensioners residing at Katutura Old Age Home during a proposed visit to the Katutura Old Age Home.

The donation of blankets to the pensioners residing at the Katutura Old Age Home is part of the NamPower (Pty) Ltd Foundation's corporate social investment to contribute to the communities in the following areas:

- Education, Community Development;
- Health and Social Welfare; and
- Capacity and skills development.

- **TRUSTCO Mixed Marketing and Mr Milton Hochobeb**

In October 2023 TRUSTCO Mixed Marketing and Namibia Broadcasting Corporation (NBC) jointly announced the return of the Winna Mariba televised game show, which during its thirteenth episode includes a philanthropic element, where celebrity contestants competing for winnings are required to donate to any registered Non-Governmental Organisations (NGOs) or charities of their choosing. Subsequently, Mr Milton Hochobeb, one (1) of the participating celebrity contestants opted to donate his winnings to the Katutura Old Age Home consisting of a refrigerator and washing machine.

Both NamPower (Pty) Ltd Foundation and TRUSTCO Mixed Marketing requested to arrange for a visit to officially handover the donated items to the Katutura Old Age Home. Further to the above, the donors also signaled their intention to use the photographs and video footage to be captured during this proposed event for their promotional materials.

Although, the use of the images of the Katutura Old Aged Home on the donors' promotional materials will lead to enhanced awareness raising on the Katutura Old Age Home and its overall cause, permission needs to be sought from the Municipal Council of Windhoek.

- **Ad-hoc donations**

Over recent months the Social and Youth Development Division have also been approached by private citizens who wished to donate small items from food (including perishables) to medical equipment to the Katutura Old Age Home as philanthropy and often these donations are just dropped off at the Katutura Old Age Home. These donations are recorded and these records kept, however there is a need to improve the

administration of these donations to avoid misappropriation, **attached as pages 5 - 7 to the agenda** is a list of all donations received for the period February to April 2024.

Given the significant increase in donations to the Katutura Old Age Home and for ease of logistical and administrative arrangements around receipt, acknowledgment and utilisation of donations, it is proposed that the Municipal Council of Windhoek obtain approval from the Ministry of Urban and Rural Development to firstly condone the receipt of these donations over the period February to April 2024, and secondly to obtain approval to receive these donations prior to the submission of Council items and requests for approval from the Line Ministry. The Department of Economic Development and Community Services would then on a quarterly basis report the donations, quantity and value of received donations to the Municipal Council of Windhoek and on an annual basis to the line Ministry.

The above donations will go a long way in supporting and improving the livelihoods of the residents at the Katutura Old Age Home.

The main outputs of these donations will be as follows:

- The distribution of blankets to every pensioner residing at the Katutura Old Aged Home;
- Provision of warmth and comfort to elderly residents during colder months;
- Increased awareness of the needs of seniors in the community;
- Reduced likelihood of health issues related to cold weather for the elderly residents;
- Strengthened sense of community and support for the elderly population;
- Improved wellbeing of the pensioners;
- Operational efficiency and improved services to elderly; and
- Potential media coverage or social media posts about the donation drive.

Conclusion

One of the sustainable concepts, underpinning Council's Strategic intent is social, which in turn relates to inclusivity, quality of life, social progression, corporate social responsibility and partnerships emphasising a Caring City. Given that the social programmes are not direct revenue generators and Council budget is strained between various competing priorities, philanthropy, whether it be from private or corporate citizens, big or small in value contribute significantly to enhancing the quality of life of our vulnerable citizens. It is thus imperative that that Council create an environment that makes it easy for citizens to make philanthropic gestures without unnecessary bureaucratic processes.

Management Committee, having considered the matter

RECOMMENDED

- *** 1 That the Municipal Council of Windhoek accept with appreciation the donation of groceries and toiletries from Namibian Revenue Agency (NAMRA) on behalf of De Beers Marine as per letter, **attached as page 1 to the agenda**, to the Katutura Old Age Home.
- *** 2 That the Municipal Council of Windhoek accept with appreciation the donation of blankets from the NamPower (Pty) Ltd Foundation as per letter, **attached as page 1 to the agenda**, to the Katutura Old Age Home.
- *** 3 That the Municipal Council of Windhoek accept with appreciation the donation of a refrigerator and washing machine by TRUSTCO Mixed Marketing on behalf of Mr Milton Hochobeb as per letter, **attached as pages 3 - 4 to the agenda**, to the Katutura Old Age Home.
- 4 That Ministerial approval be sought in terms of section 30(z)(i)(ii) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) for the donations by NamPower (Pty) Ltd Foundation and TRUSTCO Mixed Marketing and Mr Milton Hochobeb.
- 5 That it be noted that the Katutura Old Age Home is the recipient of a variety of ad-hoc donations from private or corporate citizens on a monthly basis, ranging from food items (including perishables) to medical equipment which is of immediate benefit to the residents of the Katutura Old Age Home.
- 5.1 That the receipt of these donations be approved on an ad-hoc basis on condition that the Strategic Executive: Economic Development and Community Services provide the Municipal Council of Windhoek with a quarterly report of such donations received.
- 5.2 That given the significant increase in donations to the Katutura Old Age Home and for ease of logistical and administrative arrangements around receipt, acknowledgment and utilisation of donations, that the Municipal Council of Windhoek obtain approval from the Ministry of Urban and Rural Development to firstly condone the receipt of these donations over the period February to April 2024.
- 5.3 Obtain approval to receive these donations prior to the submission of Council items and requests for approval from the Line Ministry.
- 5.4 The Department of Economic Development and Community Services would then on a quarterly basis report the donations, quantity and value of received donations to the Municipal Council of Windhoek and on an annual basis to the line Ministry.
- 6 That Ministerial exemption be obtained in terms of section 30(z)(i)(ii) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) to

receive donations to the social programmes of the Municipal Council of Windhoek (Katutura Old Age Home, Libraries, Early Childhood Development Centers etc.) for the 2024/2025 Financial Year, subject to the submission of an annual report of all donations received at the end of the period.

7 That the resolution be implemented prior to confirmation of the minutes.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.1.3 FNS.1 [UTP] APPLICATION FOR A DWELLING UNIT OF MORE THAN TWO (2) STOREYS ON ERF 3575, KLEIN WINDHOEK EXTENSION 3 (L/3575/KW)

Application

An application with Permit No. 153/2022 for Erf 3575, Klein Windhoek Extension 3 was submitted by the owner Mr Ole Derra, requesting for the following:

- Three (3) storey residential building on Erf 3575, Klein Windhoek Extension 3.

*** The full application, including relevant correspondence/documentation is attached as pages 8 - 20 to the agenda.

*** The locality plan is attached as page 14 to the agenda.

Existing situation

Erf 3575, Klein Windhoek Extension 3 measures 901 m² in extent and is zoned 'residential' with a density of 1:900 m² and allows for a coverage of 50 %. The subject property is located on Franciska Street, Klein Windhoek Extension 3.

The erf allows for a residential dwelling with a total floor area of 450.5 m².

A site inspection conducted confirmed that the erf is vacant and during the inspection, it was further observed that the terrain of the erf is very steep and sloping downwards to the rear boundary of the property.

Development proposal

The owner intends to construct a three (3) storey residential building on Erf 3575, Klein Windhoek Extension 3.

Public and neighbours consultation

Clause 43 of the Windhoek Zoning Scheme and the Municipal Council of Windhoek's Public Consultation Policy for the proposed development outline the advertisement procedure to be followed for any application requiring Council's consent.

The applicant submitted notices dated that were advertised for the public's inputs on 15 and 22 February 2024 in the Market Watch (advertised in the Republikein, Namibian Sun and Allgemeine Zeitung newspapers). The closing date for public comments and objections was 6 March 2024 and no comments or objections were received from the members of the public against the intended three (3) storey dwelling unit.

Additionally, the applicant was required to obtain comments from the neighbours, being the owners of Erven 2708, 2706, R/3574, R/2704, 3512 and 3680, Klein Windhoek, for the relaxation for a dwelling with more than two (2) storeys. A copy of the building plan was physically presented to all the neighbours.

The owners of Erven 2708, 2706, R/3574 and R/2704, Klein Windhoek have granted consent for the proposed three (3) storey dwelling unit. Furthermore, Erf R/2475, Klein Windhoek is a 'public open space', which is owned by the Municipal Council of Windhoek and was thus signed off by the Architecture Division.

However, the owners of Erven 3512 and 3680, Klein Windhoek (Mr and Ms Theo Klante and Ms Imme Hucke, respectively, hereinafter referred to as the objectors) objected in writing to the proposed three (3) storey building.

Objections

The grounds for objections as lodged by the owners of Erven 3512 and 3680, Klein Windhoek are summarised below:

- The house to be erected has three (3) levels, which is not a norm in the area.
- Invasion of privacy on both erven.
- Concerns over severe rainfall effect on Erf 3680, Klein Windhoek due to potential alteration to the river flow.
- Exceedance of the maximum allowed coverage area.

The objections lodged by the owners of Erven 3512 and 3680, Klein Windhoek are **attached as pages 15 - 21 to the agenda** and addressed below:

Town Planning Scheme provision for relaxation of three (3) storey dwelling units

Clause 21(3) of the Windhoek Zoning Scheme states as follows:

That no dwelling unit or residential building may be erected in excess of two storeys on land zoned 'residential' without Council approval; Council shall, in considering the application, have regard to the impact, real or potential, of the additional storeys on the neighbouring property.

Technical comments

The application was circulated for comments and the following can be reported:

Urban Policy evaluation

The Urban Policy Division has evaluated the application and objections recorded and wish to comment as follows:

Three (3) storey building not considered the 'norm'

The inspection conducted as well as the building plans submitted show that the proposed building's lower ground area (basement) was designed due to the steep downward slope of Erf 3575, Klein Windhoek Extension 3.

The lower ground floor (basement) is practically not visible from the objectors' erven due to the distortion caused by the river course and bushy vegetation on the 'public open space' between the objectors' erven and the applicant's erf.

Moreover, even if there was no proposal for the basement, the height of the building will practically remain more or less the same.

It can be confirmed that the constructing of residential building of more than two (2) storeys is indeed the norm in the areas of Klein Windhoek, Auasblick and Kleine Kuppe mostly brought on as a result of the steep nature of the topography.

Concerns regarding privacy

The objectors' erven are located on the south-western side of Erf 3575, Klein Windhoek Extension 3 and are setback from Erf 3575, Klein Windhoek by an approximately 25 m wide 'public open space'.

With the exception of the entertainment area, the proposed building will be setback roughly 10 m from the rear boundary (i.e., considering the 25 m wide 'public open space' and the 10 m setback of the building from the rear boundary: the distance between the house and the objectors' houses is more than 35 m).

Additionally, the building plans show that the upper level of the proposed building will have some narrow windows facing the objectors' erven, which will minimize intrusion onto the objectors' properties.

Due to the steep downward sloping terrain and the 'public open space' between the applicant and objectors' erven, coupled with small windows facing the objectors, the visibility and subsequent privacy intrusion onto the objector's properties cannot be justified as it is simply too far away to have any meaningful impact.

Concerns regarding stormwater

As part of the standard evaluation process, all potential stormwater issues were thoroughly assessed and no stormwater concerns were identified by the Roads and Stormwater Division. Furthermore, all other technical divisions have supported the building plans for the three (3) storey house.

Exceeding allowable coverage

The coverage as per the proposed building plans is 34.9 %, which as per the Windhoek Zoning Scheme is within the allowable coverage of 50 % for a ‘residential’ zoned erf.

Conclusion

Based on the preceding evaluation, the application for the three (3) storey dwelling on Erf 3575, Klein Windhoek Extension 3 and associated building permit application can be supported.

Management Committee, having considered the matter

RECOMMENDED

- 1 That in accordance with clause 21(3) of the Municipal Council of Windhoek’s Town Planning (Zoning) Scheme, consent be granted for the proposed building (dwelling house) on Erf 3575, Klein Windhoek Extension 3 to have more more than two (2) storeys pursuant to Building Plan No.153/2022.
- 2 That in accordance with clause 51(3) of the Municipal Council of Windhoek’s Town Planning (Zoning) Scheme, the applicant and objector be informed of Council’s decision and be given the opportunity to appeal against Council’s decision to the Minister of Urban and Rural Development within twenty eight (28) days from the date of notification thereof.
- 3 That in accordance with clause 51(3) of the Municipal Council of Windhoek’s Town Planning (Zoning) Scheme, any notice of an appeal against the Council decision shall also be submitted to Council within twenty eight (28) days from the date of notification of the Council Resolution.
- 4 That the resolution be implemented prior to confirmation of the minutes to allow for prompt feedback to the applicant and objector.

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[Municipal Council Agenda: 2024-07-02(06-27)]

10.2 APPROVAL OF MINUTES (MC 11/2024)

The minutes of the Management Committee meeting (MC 11/2024) held on 18 June 2024 is submitted to Management Committee members for approval.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3 MINUTES (MC 11/2024)

The minutes of the Management Committee meeting (MC 11/2024) held on 18 June 2024 as approved by its members at this Council meeting, is submitted for notice with recommendations submitted to Council as per Items GOV.2, GOV.3 GOV.4, GOV.8, GOV.9, GOV.10, GOV.12, FNS.1, FNS.2, FNS.3, FNS.4, FNS.5 and FNS.6, which follow immediately hereunder, for consideration.

It is

RECOMMENDED

That the minutes of the Management Committee meeting (MC 11/2024) held on 18 June 2024, be noted by its members, with recommendations submitted to Council as per Items GOV.2, GOV.3 GOV.4, GOV.8, GOV.9, GOV.10, GOV.12, FNS.1, FNS.2, FNS.3, FNS.4, FNS.5 and FNS.6, which follow immediately hereunder, for consideration.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.1 GOV.2 [CEO] APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN THE MUNICIPAL COUNCIL OF WINDHOEK AND THE WELWITSCHIA HEALTH TRAINING CENTRE (WHTC) (2/1/2)

Purpose

*** The purpose of this submission is to seek Council approval for the Memorandum of Understanding (MoU) between the Municipal Council of Windhoek and the Welwitschia Health Training Centre (WHTC) as per the draft Memorandum of Understanding (MoU), **attached as pages 22 - 27 to the agenda.**

Introduction

In an exceptionally dynamic social milieu encompassing various political, economic, cultural, social transformations and contemporary education is fundamentally shaped by the requirements of the economy and industrial production. Institutions of high learning play a pivotal role not only in generating and disseminating knowledge but also in assessing future economic advancements and societal developments, thereby formulating curricula tailored to industry needs. It is crucial to underscore that universities serve as repositories of knowledge and scientific research, serving as catalysts for national development. Consequently, collaboration and engagement between universities and governmental institutions contribute to comprehensive planning, mitigating redundancy of efforts and the inefficient utilisation of resources.

Background

The Municipal Council of Windhoek has over the years been engaging with institutions of higher learning such as the University of Namibia (UNAM) and Namibia University of Science and Technology (NUST) on matters related to industry focused training, skills development (student internships) and governance issues. These engagements and collaborations are pursued with accredited institutions only, aiming to strike a harmonious balance between academic and professional environments. The Municipal Council of Windhoek received letter dated 22 March 2023 from Welwitschia Health Training Centre (WHTC), **attached as pages 28 - 29 to the agenda**, proposing the establishment of Memorandum of Understanding (MoU) between the two (2) institutions.

Discussion

The Welwitschia Health Training Centre (WHTC) has its roots in the Institute of Higher Education founded in 2013. The institution was officially registered and launched as a private institute in 2017. It has placed teaching and learning, research and development, innovation and technology solutions, industry and community service, continuous professional development, and training and capacity development at the Centre of its operation. Welwitschia Health Training Centre (WHTC) prides itself on a unique and innovative approach to teaching that helps students connect with the subject matter they need to master. The draft Memorandum of Understanding (MoU) outlines the mutual desire of the two (2) parties and provides a comprehensive overview of the proposed relationship's terms **attached as pages 22 - 27 to the agenda**, for Council consideration.

Strategic implications/significance

The approval of the Memorandum of Understanding (MoU) between the Municipal Council of Windhoek and the Welwitschia Health Training Centre (WHTC) aligns with the city's objectives of technological advancement, innovation, operational efficiency, and enhancing the quality of life for residents.

This collaboration encompasses various areas of co-operation including the following:

- Training and capacity building for officials;
- Integration of work-based learning opportunities for students;
- Research and development initiatives;
- Health and environmental management strategies;
- Waste management and sanitation efforts;
- Employee wellness programme and occupational health initiatives;
- Peri-urban agriculture and food security Projects; and
- Community development activities.

By working together in these areas, the Municipal Council of Windhoek and Welwitschia Health Training Centre (WHTC) aim to address key challenges, such as sustainable development, and improvement of quality of life of all residents.

Possible/perceived risks and mitigation matrix

Risk No.	Risk type	Risk description (cause and effect)	Prob.	Impact	Score	Risk containment
1	Operational	Insufficient resources or expertise to conduct effective training programs.	Medium	Major	3	- Partner with external training institutions or experts to supplement internal resources. - Offer service on community basis approach using of the students.
2	Operational	Lack of coordination between the City and Welwitschia Health Training Centre (WHTC) in providing meaningful learning opportunities.	Medium	Major	3	- Develop clear guidelines and objectives for work-based learning programs. - Establish clear communication channels between coordinating teams to ensure alignment of goals.

Consultation with Stakeholder Department and other interested parties

The following comments or input were received:

Comments from the Chief Executive Officer

- Legal Services

Comments from Legal Services were integrated into the Draft Memorandum of Understanding (MoU).

- External Relations and Networking

It is important to mention that universities are reservoirs of knowledge, and their role in municipal service delivery cannot be overemphasized. Furthermore, as institutions of high education, they play a pivotal role as catalysts for effective governance by utilising their academic proficiency. Municipalities should therefore capitalize on such agreements to enhance research-based municipal service delivery.

- Comments from the Strategic Executive: Human Capital and Corporate Services

A Memorandum of Understanding (MoU) between the Municipal Council of Windhoek and the Welwitschia Health Training Centre (WHTC) aligns with various aspects of the Municipal Council of Windhoek's strategic intent and is therefore welcomed and supported.

The department would seek to ensure leveraging of such a relationship from the perspectives of:

- Capacity development of staff members with respect to the programmes offered by Welwitschia Health Training Centre (WHTC);
- Leveraging of skills and expertise to the benefit of both parties;
- Practical attachments aligned with Work Integrated Learning (WIL) programmes to the benefit of both students as well as the Municipal Council of Windhoek;
- Occupation Health and Safety related consultative engagements; and
- Research and Development.

Conclusions

In conclusion, the endorsement of the Memorandum of Understanding (MoU) by the Municipal Council of Windhoek signifies a commitment to fostering collaborative partnerships with tertiary institutions. These alliances are pivotal in driving research focused on improving service delivery. By recognising universities as reservoirs of knowledge and catalysts for effective governance, municipalities can leverage these partnerships to propose research topics that contribute to mutual development and informed decision-making. This collaborative approach underscores the importance of harnessing academic expertise for the benefit of both the community and the institution.

Management Committee, having considered the matter

RECOMMENDED

- ***
- 1 That the Memorandum of Understanding (MoU) between the Municipal Council of Windhoek and the Welwitschia Health Training Centre (WHTC), **attached as pages 22 - 27 to the agenda**, be noted and approved.
 - 2 That the areas of co-operation as detailed in the Memorandum of Understanding (MoU), be approved.
- ***
- 3 That an Action Plan outlining specific Projects and activities within the identified broader areas of co-operation, **attached as pages 30 - 33 to the agenda**, be noted.
 - 4 That a Joint Working Group comprising technical experts in the identified areas of co-operation be established to oversee the implementation of co-operation Projects.
 - 5 That the Chief Executive Officer (Manager: External Relations and Networking) coordinate the signing ceremony on the date and venue to be mutually agreed upon between the parties.
 - 6 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

None

[Municipal Council Agenda: 2024-07-02(06-27)]**10.3.2 GOV.3 [CEO] RESUBMISSION OF THE ESTABLISHMENT OF A TWINNING RELATIONSHIP BETWEEN THE MUNICIPAL COUNCIL OF WINDHOEK AND THE CITY OF PRAGUE, CZECH REPUBLIC (3/1/6/9/2)****Purpose**

The purpose of this item is to resubmit the establishment and formalisation of the proposed twin city agreement between the Municipal Council of Windhoek and the City of Prague, Czech Republic.

Introduction

Council per Resolution 13/02/2024 *inter alia* resolved as follows:

- 1 *That the debate on this matter be suspended in terms of Rule 28(1) of the Standing Rules and Order, until the next ordinary Council meeting scheduled to be held on 28 March 2024 in order for the Councillors to appraise themselves with the matter.*
- 1.1 *That the Chief Executive Officer (Manager: External Relations and Networking) also engage Councillor Dr JS Amupanda in respect of the latter's input on the content of the submission during the Council meeting, for incorporation into the abovementioned item, prior to placement on the Council Agenda, for consideration.*

Similarly, on the proposed establishment of a Twinning Agreement with the City of Krasnoyarsk, Council per Resolution 42/04/2024, *inter alia*, resolved as follows:

- 1.1 *That the Manager: External Relations and Networking table a standardized template/framework on Twinning Agreement before the Councillors Advisory Committee on External Relations, Mayoral Affairs and co-operations for consideration/inputs and approval.*

The abovementioned resolutions have since been addressed and the submission is herewith presented to Council, for consideration.

Background

Following the Municipal Council meeting held on 29 February 2024 and in line with paragraph 1.1 of Council Resolution 13/02/2024, the division engaged Council Member Professor Job S Amupanda. During this engagement, the division presented a new template for twin agreements, whereas Council Member Professor Job S Amupanda tendered input and suggestions into the new

template. In line with paragraph 1.1 of Council Resolution 42/04/2024, the new template was tabled and approved by the Councillors' Advisory Committee on External Relations, Mayoral Affairs and Co-operations on 17 May 2024. The division has since adopted the new standardised template, **attached as pages 34 – 35 to the agenda**, and the Draft Twinning Agreement with the City of Prague has been enhanced to the new format, **attached as pages 36 - 39 to the agenda**.

Discussion

The proposed formalisation of a Twin City Agreement between the Municipal Council of Windhoek and the City of Prague follows a series of formal and informal engagements such as the official visit to Prague by former Chief Executive Officer, Mr Robert Kahimise in 2018. The relevant correspondences as well as Council Resolutions 13/02/2024 and 42/04/2024 are **attached as pages 40 – 42, 43 and 44 respectively to the agenda**. After careful analysis of the synergies and co-learning opportunities between the two (2) cities, it was agreed that the proposed Twinning Agreement focus on the following areas of co-operation:

- Water management strategies;
- Education, training and development;
- Smart cities and digitalisation;
- Public transport and urban mobility;
- Youth development and exchange programs; and
- Sports, tourism, heritage and culture.

It is also important to mention that the proposed agreement will not only benefit the two (2) cities but will also strengthen the co-operation agreement between the University of Namibia and the Czech University of Life Sciences in Prague and will enhance the Council's undertaking on research-based municipal service delivery. Thus, the proposed twin city agreement presents opportunities for citizens and institutions of both cities to experience and explore each other cultures through long-term community partnerships. It is an environment through which the communities of the two (2) cities creatively learn, work, and solve problems together.

Strategic implications/significance

At the intersection of urban governance and international relations, twin city partnerships connect cities from different parts of the world and provide opportunities for mutual understanding and collaboration. The submission is specifically in alignment with the following Municipal Council of Windhoek strategic objectives:

- Improve Organisational capabilities;
- Pursue technological advancement, innovation, and operational efficiencies; and

- Enhance the quality of life for all our stakeholders.

Furthermore, it is important to note that as the world faces unprecedented challenges such as climate change, pandemics, and disparities, the Municipal Council of Windhoek could evaluate twin-city relationships in the context of these concerns, as platforms for intermunicipal collective action and urban environment problem-solving.

Possible/perceived risks and mitigation matrix

Risk no.	Risk type	Risk description (cause and effect)	Prob.	Impact	Score	Risk containment plan
1	Operational	The delayed communication between the cities may result in perceptions of reluctance to cooperate	High	Major	3	Resubmit the item to Council for consideration
2	Operational	The delayed Council decisions may hinder co-operation	High	Major	3	Resubmit the item to Council for consideration as soon as possible

Compliance check/ legal implications

As in all twinning arrangements with foreign cities, this agreement is subject to the Attorney-General's legal scrutiny.

Comments from the relevant internal stakeholders

Comments from the Chief Executive Officer

- **Corporate Legal**

Comments from the Corporate Legal Adviser were incorporated in the agreement.

- **External Relations and Networking**

Concluding a Twin City Agreement with the City of Prague will accord the Municipal Council of Windhoek and its citizens an opportunity to exchange experiences and understand different viewpoints on issues of shared interest. The proposed twinning partnership further provides an opportunity for the two (2) cities to exchange information, ideas, and technical expertise and learn from each other's experiences, best practices, and innovative solutions.

Conclusion

Global sister-city relationships, also known as City Twinning, have long been recognised as practical tools for fostering international co-operation, cultural exchange, and economic development. Furthermore, international competitiveness is a key component in realising the Municipal Council of Windhoek's vision and mission. Links with the rest of the world are therefore essential to achieving this vision.

Management Committee, having considered the matter

RECOMMENDED

- ***
- 1 That the revised draft Memorandum of Co-operation and Action Plan between the Municipal Council of Windhoek and City of Prague, Czech Republic, attached as pages 36 – 39 and 45 – 47 respectively to the agenda, be approved.
 - 2 That areas of co-operation as detailed in the Windhoek-Prague Twinning Agreement, be approved.
- ***
- 3 That the new standardised template for Twinning City Agreements, attached as pages 34 - 35 to the agenda, be approved.
 - 4 That the signing ceremony be held on the exact convenient date to be mutually agreed between the parties.
 - 5 That the Chief Executive Officer (Manager: External Relations and Networking) make logistical arrangements for the signing ceremony.
 - 6 That the draft Co-operation Agreement be submitted to the Office of the Attorney-General for legal scrutiny.
 - 7 That the resolution be implemented prior to confirmation of the minutes.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.3 **GOV.4 [FCS] UPDATED MUNICIPAL COUNCIL OF WINDHOEK FLEET MANAGEMENT AND AUXILIARY SERVICES POLICY (5/1/2/P)**

Introduction and purpose

The purpose of this submission is to seek Council's approval on the updated **Municipal Council of Windhoek Fleet Management and Auxiliary Policy**.

- ***
- The submission further details the adjustments and modifications made to the existing Fleet Management Policy, which was approved by Council per Resolution 279/11/2019 attached as pages 48 - 82 to the agenda. The adjustment to the policy aims to improve efficiency, enhance safety, and update the existing policy to meet current industry standards. Furthermore, the policy aims to support the implementation of a sustainable Fleet Management System to pinpoint existing strengths and weaknesses as well as to highlight key areas for enhancement.

Discussion

As mentioned above, adjustments to the existing Fleet Management Policy were necessitated to improve efficiency, enhance safety, and to meet current industry

standards; with the main aim to support the implementation of a sustainable Fleet Management System.

In the Updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy, the following enhancements/adjustments are highlighted:

- **Definitions**

- Municipal lease/hire vehicle: A rented/leased municipal vehicle.
- A Municipal owned vehicle/municipal fleet vehicle: Both leased and owned vehicles.
- Private Passenger: Non-municipal employee.
- Vehicles on tour: Vehicles subject to specific agreements

- **Normal usage of pool vehicles**

- Pool vehicles are strictly controlled and can only be assigned for specified purposes.
- Fleet Administrator allocates vehicles to Drivers/Users with authorisation from the Departmental/Divisional Head.
- Pool vehicles are for use by the Municipal Council of Windhoek Employees/Interns/Political Office Bearers, for work purposes.
- Vehicles must be booked at least seven (7) days in advance, except for emergencies.
- Keys and inspection checklist must be returned to the Fleet Administrator by 07:30 on the following work day if vehicle is returned after 16:30.
- Vehicles must be inspected for damages, tidiness, and completion of logbook before and after use.
- Vehicles must be returned in good condition to avoid disciplinary action.

- **Driving violations and pool vehicle usage records**

- Overview of consequences for driving violations while using pool vehicles.

- **Special requirements and duties**

- Any additional requirements or considerations for specific situations.
- Outline of the responsibilities associated with the use of municipal pool vehicles.

- **Routine maintenance and use of Municipal Fleet vehicles**
 - The importance of regular vehicle maintenance to ensure safe and efficient operation.
 - Guidelines for utilising municipal vehicles for official purposes.
- **General interest of the public and accidents/breakdowns**
 - Highlighting the importance of considering public interest while using municipal vehicles.
 - Protocols and procedures to follow in case of accidents or breakdowns.
- **Serious emergencies, social events and funerals**
 - Protocols for handling serious emergencies or crises.
 - The use of municipal vehicles for social events and funerals.
 - Guidelines for utilising vehicles for non-official events.
- **Standard conditions, indemnification, and trip authority forms**
 - Standard Conditions applicable to use.
 - General rules applicable to the use of municipal vehicles.
- **Indemnification of municipality**
 - Protection measures against injury, harm, and loss.
- **Trip authority forms**
 - Documentation required for official trips.
- **Issuing and receiving of vehicles, roadworthiness, speedometers**
 - Issuing and receiving of vehicles
 - Procedures for handling the issuance and return of municipal vehicles.
- **Roadworthiness of municipal vehicles**
 - Ensuring vehicles meet safety standards.
- **Speedometers and odometers**
 - Monitoring and sealing of speedometers and odometers.
- **Fuel and oil, damage, loss, and deficiencies**

- **Fuel and Oil** - Policies regarding fueling municipal vehicles.
- **Damage, Loss, Deficiencies, and Theft** - Protocols for reporting and handling vehicle-related issues.
- **Servicing, Certificate of Fitness (COF), repairs, and replacement**
 - **Servicing of Municipal Vehicles** - Importance of regular servicing for vehicle longevity.
 - **Certificate of Fitness (COF)** - Compliance requirements for Certificate of Fitness (COF).
 - **Repairs and replacement** - Procedures for addressing repairs and parts replacement.
- **Fuel Tracking, Fleet Management System and Driver's tag**
 - **Fuel Tracking and Fleet Management System Functions** - Overview of technology-driven tracking and management systems.
 - **Driver's tag** - Implementation and benefits of driver identification tags.
- **Driver of the year, motivation for vehicle disposal, asset register**
 - **Driver of the year competition** - Recognition program for outstanding drivers.
 - **Motivation for disposal of vehicle** - Factors influencing the decision to dispose of a vehicle.
- **Penalty and documentation**
 - **Penalty** - Consequences for policy violations.
 - **Documentation to be used** - Required paperwork and documentation for operations under this policy.

The updates as proposed under the Updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy are intended to ensure a more sustainable, cost-effective, and safety-conscious approach to Fleet Management.

Employees are expected to comprehend the amended policy. Consequently, the Fleet Management Team is available to answer any questions or concerns. The updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy demonstrates Organisational dedication to excellence, innovation, and responsible corporate citizenship in managing our vehicle fleet. In terms of Section 8 of the Policy, a system is established whereby the Fleet Management Division has strict control over Council's vehicles.

Strategic implications/significance

The Fleet Management Policy governs how the Municipal Council of Windhoek manages its vehicles and drivers duly authorized to drive dedicated vehicles. Council relies heavily on fleet to carry out its Mandate as per the Local Authorities Act 23 of 1992, Section 35. The strategic significance of the Fleet Management Policy to the Municipal Council of Windhoek includes the following benefits:

- **Cost reduction and resource optimisation:** The policy guides in optimising fuel usage, maintenance costs, that can lead to significant cost savings and increased efficiency.
- **Safety and Compliance:** Ensure that vehicles are maintained to high safety standards and that employees adhere to safety rules. This can minimise the risk of accidents, injuries, and liabilities, and ensure compliance with legal and industry regulations.
- **Operational efficiency:** Provides a framework for effective scheduling of fleet maintenance, usage of vehicles, which can lead to increased operational efficiency and productivity.
- **Better decision-making:** Tracking and analysing data related to the fleet, such as fuel consumption, maintenance costs, and mileage, guides in taking more informed decisions about vehicle purchases, leasing arrangements, and costing.
- **Risk management:** Identifies and mitigate potential risks associated with vehicle ownership and usage, such as accidents, theft, and liabilities.

All these benefits ultimately contribute to the Municipal Council of Windhoek's long-term financial growth and sustainability.

Financial implications

None

Possible/perceived risks and mitigation matrix

Risk #	Risk type	Risk description (cause and effect)	Prob.	Impact	Score	Risk containment plan
1	Compliance	Non-adherence to the policy	Low	Minor	1	Continues awareness and education
2	Operational	Non-sustainable Fleet Management System / misuse of Council vehicles	High	High	3	Revision of Policy
3	Operational	Outdated Policy	High	High	3	Approval of Updated Policy by Council

Compliance check/legal implications

The Updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy considers and was aligned to all relevant laws, regulations and acts.

The existing Fleet Management Policy per Resolution 279/11/2019, **attached as pages 48 - 82 to the agenda**, should be replaced by the **Updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy**, once approved by Council.

Consultation with stakeholder departments and other interested parties

The Department of Finance and Customer Services (Fleet Management Division), in enhancing the existing Fleet Management Policy, with the aim to support the implementation of a sustainable Fleet Management System, consulted the following internal stakeholders for input in updating the said policy:

Department	Responsible	Accountable	Consulted
Chief Executive Officer	Divisional Heads	Mr F Maanda (then in 2023)	X
Urban and Transport Planning	Divisional Heads	M P Van Rensburg	X
Housing Property Management and Human Settlement	Divisional Heads	Mr FI Maanda	X
Finance and Customer Services	Divisional Heads	Ms JJ Comalie	X
Electricity	Divisional Heads	Mr O Hekandjo	X
Infrastructure, Water and Technical Services	Divisional Heads	Mr L Narib (2023)	X
City Police	Divisional Heads	Mr L Iileka (Chief Kanime)	X
Economic Development and Community Services	Divisional Heads	Ms Z Steenkamp/ Ms M Hjarunguru	X
Corporate Legal	Divisional Head	Mr B Ngairorue	X

Subsequent to that, during 2023, the draft updated Policy was presented to the Strategic Executives Forum and STRATCOM for discussion/consideration. Further inputs from Strategic Executives, as directed by the STRATCOM was also incorporated into the updated policy.

Inputs from the Corporate Legal Adviser (as per the Strategic Executives Forum Resolution of 23 May 2024):

The Corporate Legal Adviser thoroughly reviewed the document and made several inputs to the specified paragraphs.

The updates are in the following Sections: 17, 18, 19, 24, 28, 30, 32, 33, 34, 36, 37, 40, 41, 43, 50, 52, and 53. It is worth noting that these changes were due to grammatical mistakes, the elimination of repetition, and removal of conflicting paragraphs.

Procurement implications

None.

Supporting documents

The Fleet Management Policy approved by Council per Council Resolution 279/11/2019 is **attached as pages 48 – 82 to the agenda**.

*** The Updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy is **attached as pages 83 – 133 to the agenda.**

Conclusion

The updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy is herewith submitted to Council for consideration and approval which will replace the existing Fleet Management Policy approved by Council per Resolution 279/11/2019.

Management Committee, having considered the matter

RECOMMENDED

- *** 1 That the existing Fleet Management Policy per Council Resolution 279/11/2019, **attached as pages 48 - 82 to the agenda**, be rescinded in its entirety.
- *** 2 That the updated Municipal Council of Windhoek Fleet Management and Auxiliary Policy, **attached as pages 83 - 133 to the agenda**, be noted and approved.
- 3 That the resolution be implemented prior to confirmation of the minutes.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.4 GOV.8 [ELE] IDENTIFICATION OF HIGH-MAST LED FLOOD LIGHT POSITIONS FOR ERECTION IN THE WINDHOEK INFORMAL SETTLEMENT AREAS DURING THE 2024/2025 FINANCIAL YEAR (16/2/3/6/2)

Introduction and purpose

This item seeks Council indulgence in the selection of ten (10) crime hotspot sites in the informal settlement areas for the erection of High-Mast LED Lights for the 2024/2025 Financial Year from the twelve (12) remaining identified sites.

Background

The Department of Electricity, in collaboration with the Department of Housing, Property Management and Human Settlement received a list of crime hotspots in the informal settlement areas from the Municipal Council of Windhoek’s City Police. The Department of City Police provided a list of seventeen (17) crime hotspot locations in the informal settlement areas around Windhoek. Due to budgetary constraints, Council could only select five (5) areas to be provided with High-Mast LED Lights during the 2023/2024 Financial Year. This project has started, and completion is expected by the end of July 2024.

Below are the areas approved by the Municipal Council of Windhoek for the provision of High-Mast LED Lights during the current 2023/2024 Financial Year:

No.	Area	Constituency
1	Havana Dumping Site	Samora Machel
2	Goreangab Soccer Field (toward Ongos)	Samora Machel
3	Eehambo daNehale Interlocks and Deeper (Nalitungwe)	Moses Garoeb
4	Behind Frans Indongo Primary School	Tobias Hainyeko
5	Sonderwater, Katutura	Katutura East

From the initial list of the crime hotspot areas received by the Department of Electricity from Department of City Police, the remaining twelve 12 crime hotspots are listed below:

No.	Area	Constituency
1	Tobias Hainyeko Primary School Riverbank	Tobias Hainyeko
2	Riverbank Behind Evatelo Connecting Ombili and Oshitenda	Tobias Hainyeko
3	Nalitungwe Robots, Soweto	John Pandeni
4	Ombili 4 - Way	Tobias Hainyeko
5	MTC Tower, Okahandja Park	Tobias Hainyeko
6	Havana 4 - Way	Moses Garoeb
7	Havana Circle	Moses Garoeb
8	Omuwapu Street, Babilon	Tobias Hainyeko
9	Behind New Police Station, Omuwapu Street	Tobias Hainyeko
10	End of Outapi Street, Havana	Moses Garoeb
11	Sam Nujoma Drive, between the Roadblock and Otjomuise Road	Khomasdal
12	Otjomuise Riverbed, Istanbul Street	Khomasdal

Discussion

It is proposed that the Council select ten (10) crime hotspot areas from the above table to be provided with High-Mast LED Lights during the 2024/2025 Financial Year. This will allow the Department of Electricity to proceed with the procurement of the High-Mast LED Lights and ensure that the budgetary allocation from the Central Government is used before 31 March 2025.

The following selection criteria will be used to identify the crime hotspots to be provided with High-Mast LED lights for the 2024/2025 Financial Year:

- Not to be in a serviced area;
- Needs to be in proximity to existing electrical services to save costs on the supply of electricity;
- One (1) crime hotspot per constituency; and
- The identified crime hotspot should not be in a locality in a planned area as per the approved five (5) Year Electrification Plan to ensure electrical services and high mast lights need not be relocated soon thereafter.

Strategic implications/significance

Installing High-Mast LED Lights in the informal settlements will drastically improve the public safety of the residents in the informal areas and reduce crime in the communities.

This initiative aligns with and supports the Council's Strategic Theme of Social Progression as well as Council's Strategic Objective of *Ensuring Quality of Life for All our Residents* and Stakeholders under the Council's Key Performance Area (KPA) of Public Safety and Security and Disaster Risk Management.

Possible/perceived risks and mitigation matrix

There is a high possibility of financial risk to this project if the procurement process starts late in the year. The possible risk is that the Council will forfeit the budgetary allocation to the National Treasury if funds are not used by 31 March 2025.

Risk No.	Risk type	Risk description (cause and effect)	Prob.	Impact	Score	Risk containment plan
1	Financial Risk	If funds are not used by 31 March 2025, it will have to be forfeited to the Treasury	High	Major	4	Start the Procurement process as soon as possible.

Compliance check/ legal implications

Receiving and utilising grants for the funding of the High-Mast LED Lights has no material legal or compliance implications.

Consultation with Stakeholder Departments and other interested parties

The identification of these crime hotspots within Windhoek's informal areas was identified in consultation with the Department of City Police, Khomas Regional Council (KRC), and the Department of Housing, Property Management and Human Settlement.

Conclusion

This item motivated the urgent need to identify the ten (10) crime hotspot sites in the informal areas for erection of the High-Mast LED Lights for the 2024/2025 Financial Year from the twelve (12) remaining identified sites. Funds from Ministry of Urban and Rural Development should be spent before 31 March 2025, failure to so will result in forfeiture to Treasury.

Management Committee, having considered the matter

RECOMMENDED

- 1 That it be noted that the Head: City Police in collaboration with the Strategic Executives: Electricity; and Housing, Property Management and Human Settlement identified seventeen (17) crime hotspots in the informal settlement areas from which Council selected five (5) sites as per the table below for installation of High-Mast LED Lights during the 2023/2024 Financial Year:

No.	Area	Constituency
1	Havana Dumping Site	Samora Machel
2	Goreangab Soccer Field (toward Ongos)	Samora Machel
3	Eehambo daNehale Interlocks and Deeper (Nalitungwe)	Moses Garoëb

No.	Area	Constituency
4	Behind Frans Indongo Primary School	Tobias Hainyeko
5	Sonderwater, Katutura	Katutura East

- 2 That it further be noted that the construction of the five (5) sites listed above is at an advanced stage.
- 3 That grant funding from the Ministry of Urban and Rural Development to the amount of **NS3 300 000.00** (from a total allocation of **NS7 321 310.31**) and further grant funding from the Ministry of Mines and Energy to the amount of **NS3 700 000.00** be used to fund the erection of ten (10) High-Mast LED Lights to be selected by Council from the remaining twelve (12) crime hotspots as per the table below using the criteria set out in paragraph 2.1:

No.	Area	Constituency
1	Tobias Hainyeko Primary School Riverbank	Tobias Hainyeko
2	Riverbank Behind Evatelo Connecting Ombili and Oshitenda	Tobias Hainyeko
3	Nalitungwe Robots, Soweto	John Pandeni
4	Ombili 4 Way	Tobias Hainyeko
5	MTC Tower, Okahandja Park	Tobias Hainyeko
6	Havana 4 - Way	Moses Garoeb
7	Havana Circle	Moses Garoeb
8	Omuwapu Street, Babilon	Tobias Hainyeko
9	Behind New Police Station, Omuwapu Street	Tobias Hainyeko
10	End of Outapi Street, Havana	Moses Garoeb
11	Sam Nujoma Drive, Between Roadblock and Otjomuise Road	Khomasdal
12	Otjomuise Riverbed, Istanbul Street	Khomasdal

- 4 That the selection of suitable sites for erection of the High-Mast LED Lights is guided by the following criteria:
- 4.1 Not to be in a serviced area;
- 4.2 Needs to be in proximity to existing electrical services to save costs on the supply of electricity;
- 4.3 One crime hotspot per constituency; and
- 4.4 The identified crime hotspot should not be in a locality in a planned area as per the approved five (5) Year Electrification Plan to ensure electrical services and high mast lights need not be relocated soon thereafter.
- 5 That the procurement of the ten (10) High-Mast LED Lights commences immediately to mitigate the identified financial risk for the project.
- 6 That the Strategic Executive: Electricity continuously identify areas where High-Mast LED Lights should be set up by compiling a master list with the exact possible location.
- 7 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

The Department of Electricity has done a cost estimate for the installation of the ten (10) High-Mast LED Lights. The cost estimate equals **NS7 000 000.00**.

*** Five (5) of the required High-Mast LED Lights will be funded by the Ministry of Urban and Rural Development (MURD) to the amount of **NS\$ 300 000.00** through grant funding from the Ministry of Urban and Rural Development 2024/2024 Financial Year Budget's Allocation as per the allocation letter, **attached as pages 135 - 137 to the agenda**. To NPC Code: 18582 - Upgrading and Development of Informal Settlements and Low-Income Townships with a budgetary allocation of **NS\$ 7 321 310.31**.

*** Five (5) additional High-Mast LED Lights will be funded by the Ministry of Mines and Energy (MME) to the tune of **NS\$ 700 000.00** through Grant Funding from the Ministry of Mines and Energy as per the confirmation letter, **attached as page 134 to the agenda**, with a budgetary allocation of **NS\$ 15 000 000.00**.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.5 GOV.9 [CEO] CONFIDENTIAL MATTER
(4/10/5)

This matter, submitted to the Councillors under separate cover, is to be dealt with in terms of section 14(2)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) which reads as follows:

Every meeting of a local authority council shall be open to the public, except on any matter relating to -

(ii) *any offer to be made by the local authority council by way of tender or otherwise for the purchase of any property;*

unless the local authority council by a majority of at least two-thirds of its members present at the meeting in question determines such a meeting to be so open.

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.6 GOV.10 [HCC] STAFF MATTER
(3/1/P)

This matter, submitted to the Councillors under separate cover, is to be dealt with in terms of section 14(2)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) which reads as follows:

Every meeting of a local authority council shall be open to the public, except on any matter relating to -

(i) *the appointment, promotion, conditions of employment and discipline of any particular officer or employee of a local authority council;*

unless the local authority council by a majority of at least two-thirds of its members present at the meeting in question determines such a meeting to be so open.

[Municipal Council Agenda: 2024-07-02(06-27)]

**10.3.7 GOV.12 [HCC] STAFF MATTER
(4/2/P)**

This matter, submitted to the Councillors under separate cover, is to be dealt with in terms of section 14(2)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) which reads as follows:

Every meeting of a local authority council shall be open to the public, except on any matter relating to -

- (i) the appointment, promotion, conditions of employment and discipline of any particular officer or employee of a local authority council;*

unless the local authority council by a majority of at least two-thirds of its members present at the meeting in question determines such a meeting to be so open.

[Municipal Council Agenda: 2024-07-02(06-27)]

**10.3.8 FNS.1 [HPH] APPLICATION TO PURCHASE A
10 METER PORTION OF THE REMAINDER
OF ERF 1049, DORADO PARK EXTENSION 1,
FOR CONSOLIDATION WITH ERF 798,
DORADO PARK (A PORTION OF
ERF 313) DORADO PARK EXTENSION 1
(L/798/DP)**

Introduction

The purpose of this item is to submit the application received from the owner of Erf 798 (a portion of Erf 313), Dorado Park Extension 1, Ms Tjimbinaje Kaeka, for the purchase of a Portion of the Remainder of Erf 1049, Dorado Park Extension 1 for consolidation purposes.

Application

*** An undated application attached as page 138 to the agenda was received from the owner of Erf 798 (a Portion of Erf 313), Dorado Park Extension 1, Ms Tjimbinaje Kaeka to purchase a portion of the Remainder of Erf 1049, Dorado Park Extension 1 for consolidation with Erf 798, Dorado Park Extension 1.

The application involves the following:

- Subdivision of the Remainder of Erf 1049, Dorado Park Extension 1 into Portion A ($\pm 135 \text{ m}^2$ in extent) and the Remainder.

- Closure of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 as 'public open space' in line with section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- Consolidation of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder Erf 1049, Dorado Park Extension 1 with Erf 798, Dorado Park Extension 1.
- Sale of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder Erf 1049, Dorado Park Extension 1 for consolidation with Erf 798 (a Portion of Erf 313), Dorado Park Extension 1.

Ownership of Erf 798 (a Portion of Erf 313), Dorado Park Extension 1

*** Erf 798 (a Portion of Erf 313), Dorado Park Extension 1 is owned by Ms Tjimbinaje Kaeka as per Deed of Transfer No: T8407/2019, **attached as pages 139 - 143 to the agenda.**

The copy of Ms Kaeka's Identity Document is **attached as pages 144 - 145 to the agenda.**

Strategic implications

*** This application is for a Portion of the Remainder of Erf 1049, Dorado Park Extension 1 which is zoned 'public open space'. The application is in compliance with the Public Open Spaces Policy as contained in Council Resolution 251/07/2001, **attached as pages 146 - 149 to the agenda.**

Financial implications

The expected revenue from the sale of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 is as follows:

- Portion A N\$90 250.00 in total, monthly rental amount of N\$752.08

The cost to the City is N\$4 000.00 per advertisement.

Property description and locality

Erf 798 (a portion of Erf 313), Dorado Park Extension 1 is zoned 'residential' is $\pm 350 \text{ m}^2$ in extent with a density of 1:250 m^2 and is situated along Crater Street.

The Remainder of Erf 1049, Dorado Park Extension 1, is zoned 'public open space' is $\pm 8 609 \text{ m}^2$ in extent and is situated along Crater Street.

*** The locality of the properties is depicted by the Enlighten Map **attached as page 150 to the agenda.**

Technical comments

The application was circulated for comments and the following can be reported:

Comments from the Strategic Executive: Electricity

- Technical Support

There is in principle no objection to the application submitted to purchase a portion of the Remainder of Erf 1049, Dorado Park Extension 1 for consolidation with Erf 798, Dorado Park Extension 1: Provided:

- That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- That only one (1) service connection from the municipal electrical network be allowed per erf, and further distribution be from the main LV kiosk/board of each erf.
- That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.
- That it be noted that a connection charge may be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.

Comments from the Strategic Executive: Infrastructure, Water and Technical Services

- Engineering Services

That the sale of a portion of the Remainder of Erf 1049, Dorado Park Extension 1 for consolidation with Erf 798 (a portion of Erf 313), Dorado Park Extension 1 accommodates a municipal sewer line is affected: The application can only be considered: Provided:

- That the design for the sewer connection be submitted by the appointed registered professional Engineer to the Strategic Executive: Infrastructure, Water and Technical Services for approval before any work can start.
- That after approval of the sewer design, the applicant appoint a Contractor to do the construction of the sewer line.

- That the supervision of the construction work be done by a registered professional Engineer.
- That all costs involved due to the sewer connection be for the applicant's account.
- That the Deed of Sale may be sign after the relocation of the sewer line are done, to the satisfaction of the Strategic Executive: Infrastructure, Water and Technical Services.

- **Water comments**

No water services affected. Any further water requirements shall be for the applicant's account.

Comments from the Strategic Executive: Urban and Transport Planning

- **Sustainable Development**

Erf 798 (a portion of Erf 313), Dorado Park Extension 1 is zoned 'residential' with a density of 1:250 m² and is ± 350 m² in extend.

The Remainder of Erf 1049, Dorado Park Extension 1 is zoned 'public open space' and is ± 8 609 m² in extend.

The proposed Portion A (± 135 m² in extent) should be subdivided from the Remainder of Erf 1049, Dorado Park Extension 1 and consolidated with Erf 798, Dorado Park Extension 1. The town planning procedures as well as the cost thereof should be for the account of the applicant.

Urban Policy Division has no objection to the subdivision of a portion of Erf 1049, Dorado Park Extension 1 for consolidation purposes with Erf 798 (a portion of Erf 313), Dorado Park Extension 1 as its in line with the public open space policy: Provided:

- The use of the land and building(s) comply with the provisions of the Windhoek Town Planning Scheme.
- That the Remainder of the Remainder of Erf 1049, Dorado Park Extension 1 be subdivided into proposed Portion A (± 135 m² in extent) and the Remainder.
- That the proposed Portion A (± 135 m² in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 be closed as 'public open space' in line with section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- That upon closure of the public open space, Portion A (± 135 m² in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 assumes the same zoning and density of Erf 798, Dorado Park in terms of clause 5(3) of the Town Planning Scheme.
- That the City prepare the closure notices for the applicant.

- That the applicant advertises the intended purchase closure as per section 50(3) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) and send out letters to neighbours.
- That the applicant be responsible for the cadastral town planning applications to the Municipal Council of Windhoek.
- The applicant submits copies of the approved erf diagrams to the Strategic Executive: Housing, Property Management and Human Settlement upon approval of the subdivision and consolidation.
- That the current conditions registered against Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 be replaced with the usual short standard conditions of the Municipality, including a minimum building value as stipulated in clause 39 of the Windhoek Town Planning Scheme.
- That the subdivision and any existing and future buildings comply with any building regulation in regard with safety distances from boundaries.

- **Roads Planning, Design and Traffic Flow**

This division has no objection to the purchase of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1, for consolidation with Erf 798, Dorado Park Extension 1: Provided:

- No access from the 'public open space' is supported.

- **Stormwater comments**

A stormwater investigation was done and the following is reported:

- Both Erf 798, Dorado Park Extension 1 and the proposed Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 have a general downward slope from the southeast towards the northwest.
- There is no stormwater system crossing either Erf 798, Dorado Park Extension 1 or Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1, except for surface stormwater runoff.
- It should however be noted that a minor stormwater course flows approximately 12 meters away to the northwest of the most northwestern corner of Erf 798, Dorado Park Extension 1, flowing into a north easterly direction.

This division recommends that the proposed Portion A of the Remainder of Erf 1049, Dorado Park Extension 1 be measured according to Figure 1, attached as **page 151 to the agenda**, resulting in a portion of $\pm 135 \text{ m}^2$ in extent.

There is no objection: Provided:

- That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme.

Comments from the Strategic Executive: Economic Development and Community Services

- **Environmental Management**

No objection to the sale of a 10 m portion as per policy. It should however be noted that the Remainder of Erf 1049, Dorado Park Extension 1, is zoned 'public open space' and requires an Environmental Clearance.

However, the Environmental Management Act, 2007 (Act 7 of 2007) also makes provision for an exemption of such a requirement. The applicant should contact the Health and Environment Services Division to apply for Environmental Clearance Exemption once the application has been approved by Council.

- **Parks Division**

There is no objection to the application.

Comments from the Strategic Executive: Housing, Property Management and Human Settlement

- **Valuations**

Portion A of the Remainder of Erf 1049, Dorado Park Extension 1, is $\pm 135 \text{ m}^2$ in extent, and after consolidation with Erf 798, Dorado Park Extension 1, the size of the newly consolidated erf will be $\pm 485 \text{ m}^2$. The development potential is not enhanced in terms of the density being 1 250 m^2 .

The valuation as determined by the Strategic Executive: Housing, Property Management and Human Settlement is 50 % of N\$1 337.00/ m^2 or N\$668.50 or N\$90 250.00 (rounded off) in total in terms of Council Resolution 276/08/2004, **attached as page 152 to the agenda.**

Should the owner of Erf 798 (a Portion of Erf 313), Dorado Park Extension 1, wishes to take occupation of Portion A prior to the conclusion of the sale, same be leased to the applicant once the preliminary diagrams are available, pending the finalising of the sale, at a monthly rental of N\$752.08. The rental was calculated at 10 % of the purchase price divided by twelve (12) and should be further subjected to the annual escalations in line with the Namibia Inflation Rate. The Valuation Certificate dated 17 January 2024 is **attached as page 153 to the agenda.**

All funds generated from the sale of resulting from the subdivision of public open spaces are to be used exclusively (unless with consent of Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc.

- **Property Management**

Portion A of the Remainder of Erf 1049, Dorado Park Extension 1 is $\pm 135 \text{ m}^2$ in extent and too small to constitute a single residential erf.

*** The application is in line with Council Resolution 251/07/2001, **attached as pages 146 - 149 to the agenda** and is supported by the technical comments, thus the Strategic Executive: Housing, Property Management and Human Settlement supports the application.

Neighbours consent

*** The favourable consent from the owner of Erf 797, Dorado Park is **attached as page 154 to the agenda**.

Site Visit

*** A site visit was conducted on 26 January 2024. No encroachment or illegal activities were detected, **attached as pages 155 – 156 to the agenda** are photos of the site.

Conclusion

Having presented the above comments, the item is submitted for Council's deliberation.

Management Committee, having considered the matter

RECOMMENDED

- ***
- 1 That the Remainder of Erf 1049, Dorado Park Extension 1, be subdivided into Portion A ($\pm 135 \text{ m}^2$ in extent) and the Remainder, as indicated on Plan No: 798-1, **attached as page 151 to the agenda**, be noted.
 - 2 That Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1, be closed as 'public open space' in terms of section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 2.1 That the City prepare the closure notice and that the owner of Erf 798 (a Portion of Erf 313), Dorado Park Extension 1 be responsible for inserting the notice in the media, placing a copy on site and for distribution to affected neighbours and that proof of successful advertising be provided to the Strategic Executive: Housing, Property Management and Human Settlement before a Sales Agreement is signed.
 - 3 That Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 assumes the same zoning as the abutting erf (being 'residential' with a density of 1:250 m^2) in terms of clause 5(3) of the Windhoek Town Planning Scheme.

4 That the applicant be responsible for the town planning and cadastral procedures, i.e., subdivision into Portion A, consolidation of Portion A with Erf 798 (a Portion of Erf 313), Dorado Park Extension 1, survey and registration of the new consolidated erf and the costs involved.

5 That subject to the successful closure and implementation of all town planning and cadastral procedures and obtaining of an Environmental Clearance Certificate or Exemption on Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 be sold to the owner of Erf 798 (Erf 313), Dorado Park Extension 1 at an upset price of 50 % of N\$1 337.00/m², being N\$668.50/m² or N\$90 250.00 (rounded off) in total, as determined by the Strategic Executive: Housing, Property Management and Human Settlement as per the Valuation Certificate dated 17 January 2024 **attached as page 153 to the agenda.**

5.1 That should the applicant wish to take occupation of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 prior to the sale, the same be leased to the applicant once the preliminary diagrams are available, pending the sale, at a monthly rental of N\$752.08, further subject to annual escalation in line with the Namibia Inflation Rate.

5.2 All funds generated from the sale of resulting from the subdivision of public open spaces are to be used exclusively (unless with consent of Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc.

6 That the sale of Portion A of the Remainder of Erf 1049, Dorado Park Extension 1 be subject to the following conditions:

6.1 That Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 be consolidated with Erf 798 (a Portion of Erf 313), Dorado Park Extension 1 simultaneously with transfer.

6.2 That the existing conditions registered against Portion A of the Remainder of Erf 1049, Dorado Park Extension 1 be replaced by the standard conditions of the title including a minimum building value of four (4) times the municipal valuation be registered against the consolidated erven.

7 That the sewer line need be relocated outside the boundaries of the resulting erven at the cost of the applicant.

7.1 That the applicant/owner of Erf 798 (a Portion of Erf 313), Dorado Park Extension 1 need to appoint a registered professional Engineer to do the design of the sewer line.

7.2 That the design is to be submitted to the Strategic Executive: Infrastructure, Water and Technical Services for approval before any construction may commence.

7.3 That the construction be done by a Contractor to be supervised by a registered professional Engineer.

- 7.4 That the Deed of Sale may only be signed once the sewer line is relocated to the satisfaction of the Strategic Executive: Housing, Property Management and Human Settlement.
- 8 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme, stating:
- 8.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
- The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 8.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 9 That it be noted that:
- 9.1 That only one (1) electrical service connection will be allowed from the municipal network. That only one (1) service connection from the municipal electrical network be allowed to the consolidated erf, and further distribution be from the main LV kiosk/board of each erf.
- 9.2 That one (1) additional electrical meter can be applied for an approved flat, should it be required.
- 9.3 That should an upgrade of the electricity supply point be required, the applicant and or his representative contact the Strategic Executive: Electricity, well in advance to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.
- 10 That the applicant:
- 10.1 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date this Council resolution is adopted, that the proposed closure, subdivision, and consolidation have been submitted to the Urban and Regional Planning Board for consideration.
- 10.2 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the Subdivision and Consolidation Certificate that a Surveyor has been appointed.

- 10.3 Submit to the Strategic Executive: Housing, Property Management and Human Settlement draft erf diagrams within three (3) months after appointment of the surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.
- 10.4 Sign the Deed of Sale not later than ninety (90) days after having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 11 That should the applicant fail to comply with any of the conditions stipulated in this Council resolution, or fail to finalise the sale within eighteen (18) months from the date of this Council resolution, that the allocation of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 to the owner of Erf 798 (a portion of Erf 313), Dorado Park Extension 1 beyond the eighteen (18) months be subject to the price escalation to be determined by the Strategic Executive: Housing, Property Management and Human Settlement.
- 12 That the sale and lease of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 are subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 13 That the intended sale and lease of Portion A ($\pm 135 \text{ m}^2$ in extent) of the Remainder of Erf 1049, Dorado Park Extension 1 be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 14 That the Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale.
- 15 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

Service rendered	Funds required (NS)	Funds available
Advertisement cost	4 000.00	Item 4000/20/1/10/0025

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.9

FNS.2 [HPH] APPLICATION TO PURCHASE A PORTION OF THE REMAINDER OF PORTION 132 OF THE REMAINDER OF PORTION B OF KLEIN WINDHOEK TOWN AND TOWNLANDS NO. 70 FOR CONSOLIDATION WITH THE REMAINDER OF ERF 2065, KLEIN WINDHOEK EXTENSION 3 (L/R/132/KW) (L/R/2064/KW)

Introduction

The purpose of this item is to submit to Council an application from the owner of the Remainder of Erf 2065, Klein Windhoek Extension 3 for the purchase of a portion of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 for consolidation with the Remainder of Erf 2065, Klein Windhoek Extension 3.

Application

An application dated 8 June 2015, **attached as page 157 to the agenda**, was received from the owner of the Remainder of Erf 2065, Klein Windhoek Extension 3, Mr Jacobus Lourens Blaauw for the acquisition of a portion of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 for consolidation with the Remainder of Erf 2065, Klein Windhoek Extension 3.

The application involves the following:

- Subdivision of the Remainder of Portion 132 of the Remainder of Portion B Klein Windhoek Town and Townlands No. 70 into Portion A ($\pm 308 \text{ m}^2$ in extent) and the Remainder.
- Incorporation of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B Klein Windhoek Town and Townlands No. 70 as an erf into Klein Windhoek Township Extension 3.
- Rezoning of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B Klein Windhoek Town and Townlands No. 70 from 'undetermined' to 'residential' with a density of 1:900 m^2 .
- Consent in terms of section 9(1) and Table B of the Town Planning Scheme to use Portion A of the Remainder of Portion B Klein Windhoek Town and Townlands No. 70 for residential purposes while the rezoning is in progress.
- Consolidation of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B Klein Windhoek Town and Townlands No. 70 with the Remainder of Erf 2065, Klein Windhoek Extension 3.

- Sale of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B Klein Windhoek Town and Townlands No. 70 to the owner of the Remainder of Erf 2065, Klein Windhoek Extension 3.

Ownership of the Remainder of Erf 2065, Klein Windhoek Extension 3

*** The Remainder of Erf 2065, Klein Windhoek Extension 3 is owned by Mr Jacobus Louwrens Blaauw and Ms Juliana Johanna Jacoba Blaauw as per Deed of transfer No. T5493/1996, **attached as pages 158 – 161 to the agenda.**

*** Copies of the Identification Documents of Mr and Ms Blaauw are **attached as pages 162 - 164 to the agenda.**

Strategic implications

This application is for the purchase of a portion of Klein Windhoek Town and Townlands No. 70, zoned 'undetermined' to be consolidated with the Remainder of Erf 2065, Windhoek Extension 3.

*** Although the Public Open Spaces Policy is not applicable for this application, it is aligned with the Public Open Spaces Policy as contained in Council Resolution 251/07/2001, **attached as pages 165 - 168 to the agenda** in the interest of fairness and transparency. This policy serves as guideline in terms of maintaining town planning procedure, transparency, and fairness.

Financial implications

The expected revenue from the sale of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 are as follows:

- Portion A - N\$270 100.00 as purchase price, monthly rental amount N\$2 250.83 (if opted for).

Property description and locality

The Remainder of Erf 2065, Klein Windhoek Extension 3 is $\pm 932 \text{ m}^2$ in extent, zoned 'residential' with a density of 1:900 m^2 and is situated in Lenie Street.

The Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 is zoned 'undetermined', is $\pm 543 851 \text{ m}^2$ in extent.

*** The locality map is **attached as page 169 to the agenda.**

Technical comments

The application was circulated for comments and the following can be reported:

Comments from the Strategic Executive: Electricity

- Technical Support

There is in principle no objection to the application submitted: Provided:

- That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- That only one (1) service connection from the municipal electrical network be allowed per erf, and further distribution be from the main LV kiosk/board of each erf.
- That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.
- That it be noted that a connection charge may be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.

Comments from the Strategic Executive: Infrastructure, Water and Technical Services

- Engineering Services

No water or sewer services are affected.

Comments from the Strategic Executive: Urban and Transport Planning

- Urban Planning

The Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 is zoned 'undetermined' and is measuring $\pm 543,851.12 \text{ m}^2$ in extent.

The Remainder of Erf 2065, Klein Windhoek Extension 3 is zoned 'residential' with a density of 1:900 and is $\pm 933 \text{ m}^2$ in size. The proposed portion is $\pm 308 \text{ m}^2$ in extent and should be subdivided from the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70. The proposed portion should be consolidated with the Remainder of Erf 2065, Klein Windhoek

Extension 3 and the consolidated Erf will be $\pm 1\,24\text{ m}^2$ in extent, which at the current density will only allow one residential dwelling unit on the new erf.

Urban Policy Division has no objection to the subdivision of a 10-meter portion of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 for consolidation purposes with the Remainder of Erf 2065, Klein Windhoek Extension 3, subject to the comments of Strategic Executive: Infrastructure, Water and Technical Services and further provided that:

- The use of the land and building(s) comply with the provisions of the Windhoek Town Planning Scheme.
- That the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70, be subdivided into proposed Portion A ($\pm 308\text{ m}^2$ in extent) and Remainder as indicated on the subdivision plan, **attached as page 169 to the agenda**. The same plan must be submitted to the Ministry of Urban and Rural Development.
- That the proposed Portion A ($\pm 308\text{ m}^2$ in extent) of the Remainder of Portion 132 of Portion B of Klein Windhoek Town and Townlands No. 70 be rezoned from 'undetermined' to 'residential' with a density of 1:900 m^2 by the applicant.
- That the proposed Portion A ($\pm 308\text{ m}^2$ in extent) of the Remainder Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 be included as an erf into Klein Windhoek Township Extension 3.
- That the applicant advertises and notify all the neighbours of the intended rezoning as per the Windhoek Town Planning Scheme.
- The Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No.70 can only be consolidated with the Remainder of Erf 2065, Klein Windhoek Extension 3 once the rezoning has been finalised and promulgated in the Government Gazette.
- That the applicant be responsible for all the land use and cadastral town planning applications to the Municipal Council of Windhoek and the Ministry of Urban and Rural Development.
- The applicant submits copies of the approved erf diagrams to the Strategic Executive: Housing, Property Management and Human Settlement upon approval of the subdivision and consolidation.

- That the current conditions registered against Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 be replaced with the usual short standard conditions of the Municipality, including a minimum building value as stipulated in clause 39 of the Windhoek Town Planning Scheme.
- That any existing and future buildings comply with any building regulation in regard with safety distances from boundaries.

- **Roads Planning, Design and Traffic Flow**

There are no objections to the subdivision of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 into Portion A ($\pm 308 \text{ m}^2$ in extent) and the Remainder and consolidation of Portion A with the Remainder of Erf 2065, Klein Windhoek Extension 3.

- Urban Arterial Account (UAA) contribution is not applicable.

- **Stormwater comments**

The site was investigated, and the following can be reported:

- The proposed Portion A of the Remainder of Portion 132 of Portion B of Klein Windhoek Town and Townlands No. 70 has a downward slope from the northeast into a south westerly direction.
- There appears to be no physical sign of any stormwater systems crossing the applied Portion A the Remainder of Portion 132 of Portion B of Klein Windhoek Town and Townlands No. 70 except for surface stormwater flow.
- The Remainder of Erf 2065, Klein Windhoek Extension 3 has a downward slope from the northeast into a south westerly direction.
- There appears to be no physical sign of any stormwater systems crossing the Remainder of Erf 2065, Klein Windhoek Extension 3, except for surface stormwater flow.

There is no objection to the sale of a 10-meter-wide portion of the Remainder of Portion 132 of Portion B of Klein Windhoek Town and Townlands No. 70, for consolidation with the Remainder of Erf 2065, Klein Windhoek Extension 3: Provided:

That surface stormwater runoff be accommodated according to clause 35 of the Windhoek Town Planning Scheme.

- **Sustainable Development**

Farm portions in a scheme area assume an 'undetermined' zoning, therefore the Public Open Spaces Policy does not apply in this application. The following are highlighted for consideration:

The portion is currently vacant and no significant land activities are currently undertaken or foreseen in the near future.

The request to procure an offset of a 10 metre portion to incorporate and rezone for residential purposes is therefore supported: Provided:

- The request be granted but due consideration of comments from relevant technical departments, be noted.
- That the portion to be procured be limited to only 10 metres offset from the boundary of the Remainder of Erf 2065, Klein Windhoek, Extension 3.

That the following town planning procedures be followed:

- Subdivision of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 into Portion A ($\pm 308 \text{ m}^2$ in extent) and the Remainder.
- Incorporation of Portion A ($\pm 308 \text{ m}^2$ in extent) of Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 as an erf into Klein Windhoek Township.
- Rezoning of Portion A ($\pm 308 \text{ m}^2$ in extent) of Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 from 'undetermined' to 'residential' with a density of 1:900 m^2 .
- Consolidation of Portion A ($\pm 308 \text{ m}^2$ in extent) of Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 with the Remainder of Erf 2065, Klein Windhoek Extension 3.

Comments from the Strategic Executive: Economic Development and Community Services

- **Environmental Management**

No objection to the application.

- **Parks**

No objections subject to comments from other divisions.

Comments from the Strategic Executive: Housing, Property Management and Human Settlement

- Valuations

*** Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands is $\pm 308 \text{ m}^2$ in extent, and after consolidation with the Remainder of Erf 2065, Klein Windhoek Extension 3 the size of the newly consolidated erf will be $\pm 1\,240 \text{ m}^2$. The development potential will not be enhanced in terms of the density being $1\,900 \text{ m}^2$. The valuation as determined by the Manager Valuations Division is 50 % of N\$1 754.00/m² being N\$877.00/m² or N\$270 100.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 170 to the agenda.**

*** Should the applicant/owners of the Remainder of Erf 2065, Klein Windhoek Extension 3 wish to take occupation of Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 prior to the conclusion of the sale, it could be leased to the applicant once the preliminary diagrams are available, pending the finalising of the sale, at a monthly rental of N\$2 250.83, calculated 10 % of the purchase price divided by twelve (12), and should be further subjected to the annual escalations in line with the Namibia Inflation Rate. The Valuation Certificate dated 7 March 2024 is **attached as page 171 to the agenda.**

Neighbours' consent

*** The favourable consent of the owners of Erven 2893 and 2066, Klein Windhoek is **attached as pages 172 - 173 to the agenda.**

Site visit

*** A site visit was conducted on 5 March 2024. No encroachment or other illegal activities were detected, **attached as pages 174 - 175 to the agenda** are photos depicting the site.

Conclusion

Having presented the aforementioned comments, the application is submitted for Council's deliberation.

Management Committee, having considered the matter

RECOMMENDED

*** 1 That the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 be subdivided into Portion A ($\pm 308 \text{ m}^2$ in extent) and the Remainder as per Plan No: KW 2065-1, **attached as page 169 to the agenda.**

- 2 That Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 be incorporated as an erf into Klein Windhoek Township Extension 3.
- 2.1 That the applicant be responsible for the incorporation of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 into Klein Windhoek Township Extension 3.
- 3 That Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 be rezoned from “undetermined to ‘residential’ with a density of 1:900 m^2 .”
- 4 That consent be granted to the owners of the Remainder of Erf 2065, Klein Windhoek Extension 3 to use Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70, for residential purposes and that the use of the land and building(s) comply with the provisions of the Windhoek town planning scheme.
- 5 That Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70, be consolidated with the Remainder of Erf 2065, Klein Windhoek Extension 3, after all town planning and cadastral procedures have been complied with, including the incorporation of same into Klein Windhoek Township.
- 6 That the applicants/owners of the Remainder of Erf 2065, Klein Windhoek Extension 3, at their own cost, be responsible for the town planning and cadastral procedures, i.e., application to the Urban and Regional Planning Board, land surveying, rezoning and incorporation of the new erf into Klein Windhoek Township and registration of the newly created erf.
- 7 That the conditions registered against Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70, be cancelled, and that the short ‘Standard Conditions’, including a minimum building value equal to four (4) times the municipal valuation of the erf, be registered against the consolidated erf.
- 8 That subject to the successful implementation of the cadastral procedures, Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70, be sold to the owner of the Remainder of Erf 2065, Klein Windhoek Extension 3, at 50 % of N\$1 574.00/ m^2 , being N\$877.00/ m^2 , or N\$270 100.00 in total, as determined by the Strategic Executive: Housing Property Management and Human Settlement as per Council Resolution 276/08/2004, **attached as page 170 to the agenda.**

- 8.1 That should the owners/applicants wish to take occupation of Portion A of the Remainder of Portion 132 of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70 prior to the conclusion of the sale, it could be leased to the applicant once the preliminary diagrams are available, pending the finalising of the sale, at a monthly rental calculated 10 % of the purchase price divided by twelve (12), and should be further subjected to the annual escalations in line with the Namibia Inflation Rate. The Valuation Certificate dated 7 March 2024 is **attached as page 171 to the agenda.**
- 9 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme, stating:
- 9.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
- The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 9.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 9.3 That all existing stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted prior to the approval thereof.
- 9.4 That it be noted that only one (1) electrical service connection will be allowed from the municipal network to the consolidated erf.
- 9.5 That it be noted that one (1) additional electrical meter can be applied for an approved flat, should it be required.
- 9.6 That should an upgrade of the electricity supply point be required, the applicant and or his representative must contact the Strategic Executive: Electricity, well in advance to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.
- 10 That the applicant/ owner of the Remainder of Erf 2065, Klein Windhoek Extension 3:
- 10.1 Submits proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date that this Council resolution is adopted, that the proposed closure, subdivision, and consolidation have been submitted to the Urban and Regional Planning Board for consideration.

- 10.2 Submits proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the closure, subdivision, and consolidation certificate that a surveyor has been appointed.
- 10.3 Submits to the Strategic Executive: Housing, Property Management and Human Settlement draft Erf diagrams within three (3) months after appointment of the surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor-General for approval.
- 10.4 Signs the Deed of Sale not later than ninety (90) days after the approval of the diagrams and after having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 11 That, should the applicant fail to comply with any of the conditions of this Council resolution or fails to finalise the transaction in twenty four (24) months from date of this Council resolution the application be subjected to price revision by the Strategic Executive: Housing, Property Management and Human Settlement.
- 12 That Ministerial approval be obtained in terms of section 30(1)(t) of the Local Authorities Act (Act 23 of 1992) (as amended), for the sale (and lease where applicable) of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70.
- 13 That the intended sale and lease of Portion A ($\pm 308 \text{ m}^2$ in extent) of the Remainder of Portion 132 of the Remainder of the Remainder of Portion B of Klein Windhoek Town and Townlands No. 70, ($\pm 308 \text{ m}^2$ in extent) be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 14 That the Chief Executive Officer (Corporate Legal) drafts the Deed of Sale.
- 15 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

Service rendered	Funds required (NS)	Funds available
Advertisement cost	4 000.00	Item 4000/20/1/10/0025

[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.10

FNS.3 [HPH] APPLICATION FOR THE RENEWAL OF THE LEASE AGREEMENT IN RESPECT OF ERF 3/36, WINDHOEK, ADJACENT TO ERF R/1956, WINDHOEK FOR A PLAYGROUND OF PRE-PRIMARY SCHOOL ACTIVITIES (L/3/36/W)

Background

This item served at the Management Committee meeting held on 8 November 2022 per Item FNS.1, and the minutes are **attached as page 176 to the agenda**, which *inter alia* reads as follows:

- 1 *That this matter be referred back in order for the Strategic Executive: Housing, Property Management and Human Settlement, in consultation with the Chief Executive Officer (Manager: Mayoral and Council Affairs), to arrange a site visit for Management Committee members to Erf 3/36, Windhoek, in line with paragraph 10 of the recommendations regarding the closure of the street, whereafter it be resubmitted to Management Committee, for consideration.*
- 2 *That the Strategic Executive: Housing, Property Management and Human Settlement incorporate the standard stormwater and traffic flow conditions to form part of the recommendations, with the resubmission as per paragraph 1 above.*
- 3 *That the resolution be implemented prior to approval of the minutes.*

Following the above Management Committee minutes, a site inspection was conducted on 10 July 2023 with the Council Members, who familiarised themselves with the property and the operation thereon. With regard to paragraph 2 above, the stormwater comments have been incorporated accordingly.

It is imperative to note that this item served again at the Strategic Executives Forum meeting held on 10 August 2023, **attached as page 177 to the agenda**, and the following was resolved:

- *Recommended on condition that the SE: HPH, address the following, prior to placement on the MC Agenda, for consideration:*
 - *Update the Valuation Certificate; and*
 - *Change Year-to-Year lease to five (5) years.*

The recommendation has been adjusted accordingly and in particular the updated Valuation Certificate with adjusted rental amount, as well as the year-to-year condition that has been corrected to five (5) years. The item is herewith re-submitted for consideration.

*** Further to the above, Council per Resolution 37/02/2009, **attached as pages 178 - 179 to the agenda**, *inter alia* resolved that Erf 3/36, Windhoek ($\pm 1\,202\text{ m}^2$ in extent) be leased to Kabouterland Pre-Primary Private School on a year to year basis at a rental amount of N\$1 253.33: Provided that the rental escalate annually with the Namibia inflation Rate. The property is being leased for a playground for the pre-primary activities.

*** A Lease Agreement, **attached as pages 180 - 189 to the agenda**, was entered into for a period of ten (10) years which commenced on 1 April 2009 and has expired on 31 March 2019. However, it should be noted that Council Resolution 37/02/2009 approved the lease to be on a year to year basis and not the ten (10) years as reflected on the Lease Agreement. Accordingly, the submission serves to clarify and propose a new lease period as advised by the Strategic Executive: Urban and Transport Planning as they are the custodian to determine when the road of Nelson Mandela Avenue will be expanded, which affect the property in question. Given that the subject property will be needed for a future road expansion of the Nelson Mandela Avenue, a short-to-medium term of five (5) years will be ideal.

*** In as much as the lease has expired in terms of the Lease Agreement, the client continue to occupy the property and has paid the rental amount up to date, of which the municipal statement is **attached as pages 190 to the agenda**. The current monthly rental is N\$2 225.90, which has been escalating over the years in line with the Namibian Inflation Rate.

Application

*** An application dated 4 December 2019, **attached as page 191 - 192 to the agenda**, was received from the owners and principal of Kabouterland Pre-Primary Private School operating on the adjacent Erf R/1956, Windhoek to renew the expired Lease Agreement in respect of adjacent Erf 3/36, Windhoek. The applicant is requesting Council to allow the maximum allowable period for the lease of the subject property. Ms Adriana Bruwer, ID Number 710726 0005 6 has been nominated/appointed to act and sign documents on behalf of Kabouterland Pre-Primary Private School and the resolution is **attached as pages 193 - 195 to the agenda**.

Property description

*** Erf 3/36, Windhoek is zoned 'residential' and is measuring $1\,258\text{ m}^2$ in extent. The required portion is measuring $\pm 1\,202\text{ m}^2$ in extent. The property is being used for a playground for the pre-primary school on the adjacent Erf R/1956, Windhoek. The locality map depicting the required portion is **attached as page 196 to the agenda**.

Technical comments

The application was circulated for comments and the following can be reported:

Comments from the Strategic Executive: Economic Development and Community Services

- Health and Environment Services

There are no objections to the application to renew the Lease Agreement in respect of Erf 3/36, Windhoek adjacent to Erf R/1956, Windhoek for a playground for the pre-primary activities. It should however be noted that this facility has complied with all health requirements and has adequate space for pre-primary activities since it started operating as a kindergarten.

- Parks

There are no objections to the application to renew the Lease Agreement in respect of Erf 3/36, Windhoek adjacent to Erf R/1956, Windhoek for a playground.

Comments from the Strategic Executive: Electricity

- Technical Support

There is in principle no objection to the application submitted for the rezoning of Erven 1685 and 1686, Pasteur Street, Windhoek, from 'residential' with a density of 1:900 m² to 'office', consolidation of Erven 1685 and 1686, Pasteur Street, Windhoek, as well as consent for business building in a form of a hair salon and beauty spa and free residential: Provided:

- That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- That only one (1) service connection from the municipal electrical network be allowed per erf, and further distribution be from the main LV kiosk/board of each erf.
- That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.

- That it be noted that a connection charge may be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.

Comments from the Strategic Executive: Infrastructure, Water and Technical Services

- Bulk Water and Waste Water and Engineering Services

- The water and sewer services are available.
- Should any additional water and sewer services be requirements that the cost be for the applicant, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.

Comments from the Strategic Executive: Urban and Transport Planning

- Urban Planning

There are no objections from the urban planning point of view.

- Sustainable Development

There are no objection to the proposed renewal of the Lease Agreement.

- Road Planning, Design and Traffic Flow

There are no objections to the renewal of the lease of Erf 3/36, Windhoek for use as a kindergarten. The erf is situated on land earmarked for the future realignment of Nelson Mandela Avenue. Therefore, only a lease is proposed: Provided:

- That Council reserves the right to cancel the lease when the land is required for the intended purpose without paying compensation for any improvements made;
- That access of Nelson Mandela Avenue is closed;
- That access for the kindergarten is only obtained from Promenaden Road;
- That at present Nelson Mandela Avenue encroaches onto Erf 3/36, Windhoek, therefore only a portion can be leased and not the whole erf;
- That Erf 3/36 should remain enclosed to ensure the safety of the children; and

- That parking requirement for day-cares is one bay for class or office and one (1) bay for every ten (10) children in the form of a drop off facility to be provided for on site.

The applicant should note that Erf R/1956, Windhoek is equally needed for road building purposes.

- **Road and Stormwater**

A stormwater investigation was done and the following is reported:

- Erf 3/36 has a general downward slope from the south east towards the north west.
- There is no stormwater system crossing Erf 3/36, except for surface stormwater runoff.
- It should be noted that the future road alignment of Nelson Mandela Avenue crosses a large portion of Erf 3/36.

In light of the above observations, there are no objections to the proposed lease renewal of Erf 3/36, Promenaden Road, Windhoek: Provided:

- That the application be supported by the Chief Engineer: Planning, Design and Traffic Flow.
- That surface stormwater runoff be accommodated according to clause 35 of the Windhoek Town Planning Scheme.
- That the conditions as set out in Council Resolution 37/02/2009 be maintained.

Comments from the Strategic Executive: Housing, Property Management and Human Settlement

- **Valuations**

The rental Valuation Certificate for a portion of Erf 3/36, Windhoek is **attached as page 197 to the agenda**. In the event the applicant fails to conclude the Lease Agreement within the given time, the rental should be revised at any given time before concluding such a Lease Agreement.

- **Property Management**

There are no objection in renew the lease for Erf 3/36, Windhoek to be used as a playground of the preprimary school operated from the adjacent Erf 1956, Windhoek. Given that the land is reserved for future road widening of Nelson Mandela, a five (5) year lease period and a six (6) months' termination notice should be incorporated into the Lease Agreement.

Conclusion

Concluding from the technical comments received from the respective departments the lease is supported, as it will be beneficial for the City to collect the revenue. Erf 3/36, Windhoek will be need in the future for the widening of the Nelson Mandela Avenue, hence an interim lease is recommended. A five (5) year lease period with a six (6) month termination notice to be incorporated into the Lease Agreement, will be ideal.

Management Committee, having considered the matter

RECOMMENDED

- 1 That a Portion of Erf 3/36, Windhoek (\pm 1 202 m² in extent) be leased to Kabouterland Pre-Primary Private School for a period of five (5) years at a monthly rental of N\$4 848.33, subject that the rental escalates annually with the Namibia Inflation Rate, but not exceeding 10 %.
- 2 That in the event the applicant fail to conclude the Lease Agreement within the given time that the rental be revised prior to concluding the Lease Agreement.
- 3 That the premises only be used for the Pre-Primary Playground.
- 4 That a six (6) month termination notice should be incorporated into the Lease Agreement.
- 5 That Erf 3/36, Windhoek only be used as a playground for the pre-primary activities where space is provided for 1:5 m² (one (1) child for every 5 m² play area).
- 6 That no permanent structures be erected on the lease property.
- 7 That the lease area be fenced off, preferably by way of a fence, to ensure the safety of the children.
- 8 That Council reserve the right to cancel the lease when the land is required for the intended purpose without paying compensation for any improvements made or if the policy on resident occupation for a kindergarten be transgressed and/or should parents obtain access from Nelson Mandela Avenue constituting a road safety hazard.
- 9 That access for the kindergarten only obtained from Promenaden Road and no direct access from Nelson Mandela Avenue.
- 10 That Erf 3/36, Windhoek should remain enclosed to ensure the safety of the children.
- 11 That the parking requirement for day-cares is one (1) bay for class or office and one (1) bay for every ten (10) children in form of a drop off facility to be provided for on-site.

- 12 That the applicant take note that Erf R/1956, Windhoek is equally needed for future road building purposes.
 - 12.1 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme, stating:
 - 12.1.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
 - 12.1.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
 - 13 That the conditions as set out in Council Resolution 37/02/2009, be maintained.
 - 14 That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto will be for the applicant's account.
 - 15 That should any additional water and sewer services be requirements that the cost be for the applicant, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.
 - 16 That the lease be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 17 That the lease be subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 18 That the Chief Executive Officer (Corporate Legal Adviser) draft the Lease Agreement.
 - 19 That the resolution be implemented prior to confirmation of the minutes.
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[Municipal Council Agenda: 2024-07-02(06-27)]

10.3.11 FNS.4 [HPH] DISSOLUTION OF EXISTING LEASE AGREEMENT OF 'DIE GESAMENTLIKE HOKKIE AND KRIEKET ONTWIKKELINGSRAAD' (JOINT HOCKEY AND CRICKET DEVELOPMENT BOARD) IN RESPECT TO ERVEN 6350, 6351 AND A PORTION OF ERF 6352, WINDHOEK (L/6350/W)

Introduction

*** This item serves to table the dissolution of the Lease Agreement of 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board) in respect of Erven 6350, 6351 and a Portion of Erf 6352, Windhoek. The dissolution of the Lease Agreement is done as per the provision of paragraph 3 of Council Resolution 331/11/2022, **attached as pages 198 - 202 to the agenda**. The dissolution of the old Lease Agreement is simultaneously dealt together with the negotiations and proposal of the new terms on the lease of Erven 6351 and 6352, Windhoek, as more amplified hereunder.

There are improvements on Erf 6351, Windhoek whilst the only improvement on Erf 6352, Windhoek is a lawn with a small toilet structure.

Background

*** The Namibia Hockey Union jointly with Cricket Namibia, under 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board) has been leasing Erven 6350, 6351 and the eastern portion of Erf 6352, Windhoek. The Lease Agreement, **attached as pages 203 - 211 to the agenda**, commenced on 1 November 1986 and would expire on 30 November 2057. During 1992, the Namibia Hockey Union and Cricket Namibia became separate entities, this rendered 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board) non-existent. Although the two (2) entities separated, they continued operating the lease under 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board), which made their administration difficult.

*** During the discussion of Cricket Namibia's lease application on the western portion of Erf 6352, Windhoek, it came to light that the Hockey Union Namibia and Cricket Namibia were eager to operate separately for the mere fact that they are two (2) independent entities. Thereon, Council per Resolution 331/11/2022, **attached as pages 198 - 202 to the agenda**, resolved to mediate the dissolution of the Lease Agreement of 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' in order to allow the two (2) entities (Cricket Namibia and the Hockey Union Namibia) to enter into separate Lease Agreements with the Municipal Council of Windhoek under new conditions.

Implementation of paragraph 3 of Council Resolution 331/11/2022

*** Following Council Resolution 331/11/2022, Cricket Namibia and the Hockey Union Namibia jointly took a Resolution, **attached as pages 212 - 214 to the agenda**, to enter the subject Lease Agreement under separate parties. Their jointly signed Resolution resolved that the Hockey Union Namibia take the lease over Erven 6350 and 6351, Windhoek, while Cricket Namibia will take the eastern portion of Erf 6352, Windhoek.

*** In line with the provision of paragraph 3 of Council Resolution 331/11/2022, a consultative meeting between the Municipal Council of Windhoek, Cricket Namibia and the Hockey Union Namibia took place 7 March 2024. It was resolved at the consultative meeting, that separate the Lease Agreements be entered into. The confirmation letters to that effect are **attached as pages 215 – 216, 217 and 218 - 219 respectively to the agenda**.

Property description

*** Erven 6351 and 6352, Windhoek are zoned 'Private Open Space' and the required portions are $\pm 50\,445\text{ m}^2$ and $\pm 20\,561\text{ m}^2$ in extent, respectively. The locality plans indicating the required portions, are **attached as page 220 - 222 to the agenda**.

Technical comments

The application was circulated for comments and the following can be reported:

Comments from the Strategic Executive: Economic Development and Community Services

- Economic Development

The termination of the Lease Agreement signed with 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' is supported in order for the signing of new separate Lease Agreements with both Cricket Namibia and the Hockey Union Namibia.

Comments from the Strategic Executive: Urban and Transport Planning

- Planning, Design and Traffic Flow

There is no objection to the lease of Erven 6351 and Erf 6352, Windhoek with consideration of the following:

- These erven are close to a major arterial which has heavy traffic volumes, and no direct access is to be allowed from Auas Road (Auas Road is going to be upgraded soon into a double carriage way);
- It should be emphasised that parking for these sport is limited to the parking available for the current stadiums. It is not anticipated that such parking will be exceeded;

- The main concerns are the circulation of vehicles and how such traffic will be aligned/integrated with public transport and non-motorised traffic around the erven, which has to be defined during further development of each property;
- Provision must be made for a public transport facility as a sub-transit centre in this area as this will manifest itself within such a major development. Normally bus and taxi activities must be confined to a certain area, in combination of making provision for informal trading and/or souvenirs. Subsequently same needs to be planned and incorporated within the development and making adequate provision for turnaround movements;
- No access will be allowed 20 metres from any intersection, measured from the intersecting kerbs;
- A stacking distance of 18 metre will be required before access to any drop-off area or parking facility, being to the satisfaction of the Strategic Executive: Urban and Transport Planning; and
- Activities must be restricted to the site to prevent spillage into the roadway of Auas Road. It is foreseen that this will realise should there be lack of control.

- **Roads and Stormwater Design**

A stormwater investigation was done and the following is reported:

Erf 6351, Windhoek

- Erf 6351 has a general downward slope from the south east towards the north west; and
- There is no stormwater system crossing Erf 6351, except for surface stormwater run-off.

There is no objection to the proposed lease of Erf 6351, Rugby Street, Windhoek: Provided:

- That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme.

Eastern portion of Erf 6352, Windhoek

- The eastern portion of Erf 6352 has a general downward slope from the south east towards the north west; and
- There is no stormwater system crossing the eastern portion of Erf 6352, except for surface stormwater run-off.

There is no objection to the proposed lease of the eastern portion of Erf 6352, Rugby Street Windhoek: Provided:

- That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme.

Comments from the Strategic Executive: Infrastructure, Water and Technical Services

- Bulk Water and Waste Water

Erf 6351, Windhoek

The application can only be approved: Provided:

- That it be noted that a bulk water line and a bulk semi-purified water line run through the eastern portion the erf.
- That no permanent structures be erected within 2.5 metre of the bulk water and the bulk semi-purified water lines.
- That it be noted that water and semi-purified water services are available for the erf.
- That it be noted that no sewer connection is available for the erf.
- That any requirements regarding water or sewer services be for the applicant's account, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.

Erf 6352, Windhoek

The application can only be approved: Provided:

- That it be noted that a bulk water line and a bulk semi-purified water line run through the eastern portion of the erf.
- That no permanent structures be erected within 2.5 metres of the bulk water and the bulk semi-purified water lines.
- That it be noted that water and semi-purified water services are available for the erf.
- That it be noted that no sewer connection is available for the erf.
- That any requirements regarding water or sewer services be for the applicant's account, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.

Comments from the Strategic Executive: Housing, Property Management and Human Settlement

- Valuations

The Rental Valuation Certificate for the eastern portion of Erf 6352, Windhoek ($\pm 20\,561\text{ m}^2$ in extent) and Erf 6351, Windhoek ($\pm 50\,445\text{ m}^2$ in extent) respectively, is **attached as pages 223 - 224 to the agenda**. In the event the applicant fails to conclude the Lease Agreement within the given time, the rental should be revised at any given time before concluding such a Lease Agreement.

- Property Management

It is imperative to note that the proposed separate leases are supported based on Council Resolution 331/11/2022 as well as the technical comments contained herein. This is not a new lease but merely a separation of the old lease that would allow both Cricket Namibia and the Hockey Union Namibia to operate as separate entities on the respective proposed lease properties. Moreover, the two (2) entities are occupying the respective proposed portions and they are operational. Therefore, new Lease Agreements will be concluded with additional lease conditions as recommended from the respective departments.

Both Cricket Namibia and the Hockey Union Namibia should ensure that the rental account is cleared before they enter into new separate Lease Agreements. Given that the entities are already occupying the proposed properties, it is advisable that the lease period of the old Lease Agreement be considered and that the new leases run from the date of this Council Resolution until 30 November 2057.

In as much as portion of Erf 6350, Windhoek formed part of the old Lease Agreement, the negotiation allowed it to be excluded from the new leases. Accordingly, Cricket Namibia will lease the eastern portion of Erf 6352, Windhoek ($\pm 20\,561\text{ m}^2$ in extent) and the Hockey Union Namibia will lease Erf 6351, Windhoek ($\pm 50\,445\text{ m}^2$ in extent).

Conclusion

The old Lease Agreement under 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board) must be dissolved and be replaced with new separate Lease Agreements for Cricket Namibia and the Hockey Union Namibia. The two (2) entities are occupying the respective proposed portions and they are operational; hence it is advisable that they continue the old lease period, which will run from the date of this Council Resolution until 2057. The portion of Erf 6350, Windhoek formed part of the old Lease Agreement, but the negotiation allowed it to be excluded from the new leases. Accordingly, Cricket Namibia will lease the eastern portion of Erf 6352, Windhoek ($\pm 20\,561\text{ m}^2$ in extent) and the Hockey Union Namibia will lease Erf 6351, Windhoek ($\pm 50\,445\text{ m}^2$ in extent).

Management Committee, having considered the matter

RECOMMENDED

- 1 That it be noted that 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board) transformed into two (2) separate legal entities, Cricket Namibia and the Hockey Union Namibia.
- 2 That the Lease Agreement entered into with 'Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad' (Joint Hockey and Cricket Development Board) in respect of Erven 6350, 6351 and a Portion of Erf 6352, Windhoek, be dissolved.
- 3 That in realisation of the separation of the management of two (2) sports codes, separate Lease Agreements for the remainder of the lease period, being 30 November 2057, be entered into with Cricket Namibia and the Hockey Union Namibia respectively.
- 3.1 That the eastern Portion of Erf 6352, Windhoek ($\pm 20\,561\text{ m}^2$ in extent), be leased to Cricket Namibia from date of this Council Resolution until 30 November 2057 at a monthly rental of N\$13 376.66, subject thereto that the rental escalate annually in line with the Namibia Inflation Rate, but not exceeding 10 %.
- 3.2 That Erf 6351, Windhoek ($\pm 50\,445\text{ m}^2$ in extent), be leased to the Hockey Union Namibia) from date of this Council Resolution until 30 November 2057 at a monthly rental of N\$32 821.66, subject thereto that the rental escalate annually in line with the Namibia Inflation Rate, but not exceeding 10 %.
- 4 That it be noted that these erven are close to a major arterial road with heavy traffic volumes, therefore no direct access should be allowed from Auas Road.
- 5 That it be noted that parking is limited to the parking available for the current stadiums.
- 6 That the movement of traffic be aligned/integrated with public transport and non-motorised traffic around the erven, and such be defined during further development of each property.
- 7 That provision be made for a public transport facility as a sub-transit centre and turn around movement planning be incorporated within the development.
- 8 That no access be allowed 20 metres from any intersection, measured from the intersecting kerbs.
- 9 That it be noted that a stacking distance of 18 metre is required before access to any drop-off area or parking facility, being to the satisfaction of the Strategic Executive: Urban and Transport Planning.

- 10 That activities be restricted to the site to prevent spillage into the roadway of Auas Road.
- 11 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme, stating:
 - 11.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
 - 11.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 12 That it be noted that a bulk water line and a bulk semi-purified water line is running through the eastern portion of **Erf 6351, Windhoek**.
 - 12.1 That no permanent structures be erected within 2.5 metres of the bulk water line and the bulk semi-purified water line.
 - 12.2 That it be noted that water and semi-purified water services are available for the erf.
 - 12.3 That it be noted that no sewer connection is available for the portion of Erf 6351, Windhoek.
 - 12.4 That any requirements regarding water or sewer services be for the applicant's account, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.
- 13 That it be noted that a bulk water line and a bulk semi-purified water line is running through the eastern portion of **Erf 6352, Windhoek**.
 - 13.1 That no permanent structures be erected within 2.5 meters of the bulk water line and the bulk semi-purified water line.
 - 13.2 That it be noted that water and semi-purified water services are available for the erf.
 - 13.3 That it be noted that no sewer connection is available for the erf.
 - 13.4 That any requirements regarding water or sewer services be for the applicant's account, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.

- 14 That the Chief Executive Officer (Corporate Legal Adviser) draft the Lease Agreements separately for Cricket Namibia and the Hockey Union Namibia.
- 15 That the resolution be implemented prior to confirmation of the minutes.

 [Municipal Council Agenda: 2024-07-02(06-27)]

10.3.12 FNS.5 [HPH] APPLICATION TO LEASE A PORTION OF SIDEWALK ALONG ERF 1, KLEINE KUPPE (ADJACENT TO ERF 1346, KLEINE KUPPE) FOR A TURNING CIRCLE FOR TRUCKS FOR A NEWLY PLANNED RETAIL DEVELOPMENT (L/1/KK)

Application

*** An application dated 22 May 2023, **attached as page 225 to the agenda**, was received from Strydom & Associates on behalf of Pupkewitz Property (Windhoek) Proprietary Limited, the owners of Erf 1346, Kleine Kuppe, to lease a portion of street along Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe) for a turning circle for trucks for a newly planned retail development. The business registration documents of Pupkewitz Property (Windhoek) Proprietary Limited is **attached as pages 226 - 230 to the agenda**. Mr John Eugene Shepherd has been nominated and appointed to sign and represent the applicant, of which the Resolution thereto is **attached as page 231 to the agenda**.

Property description

*** Erf 1, Kleine Kuppe is zoned 'municipal' and the applicant requires a portion of $\pm 1\,456\text{ m}^2$ in extent. The locality plan indicating the required portion, is **attached as pages 232 - 236 to the agenda**.

Site inspection

A site inspection was conducted at the subject property on 22 May 2024, and it revealed that the subject portion is free from any occupation.

Technical comments

The application was circulated for comments and the following can be reported:

Comments from the Strategic Executive: Economic Development and Community Services

- **Economic Development**

The application to lease a portion of $\pm 1\,456\text{ m}^2$ in extent of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe) for a turning circle for trucks for a newly planned retail development is supported. It will alleviate the pressure on traffic flow and contribute towards safe road use to transport cargo.

- **Parks**

The application to lease a portion of $\pm 1\,456\text{ m}^2$ in extent of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe) for a turning circle for trucks is supported. Preservation of protected vegetation is highly regarded and thus no cutting or removal of protected vegetation is permitted to make space for the turning circle. The applicant should liaise with the Parks Division for the identification of protected species before clearing the erf.

Comments from the Strategic Executive: Electricity

- **Technical Support**

There is in principle no objection to the application to lease a portion of $\pm 1\,456\text{ m}^2$ in extent of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe) for a turning circle for trucks for a newly planned retail development: Provided:

- That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- That only one (1) service connection from the municipal electrical network be allowed to the erf.
- That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.
- That it be noted that the Municipal Council of Windhoek has under section 94(1) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended), stipulated that in the case of premises with an estimated load in terms of the Wiring Regulations, or a notified maximum demand, exceeding 66 kVA (3 x 100 ampere), the Municipal Council of Windhoek may, on such conditions as it deems fit, require from the owner to provide and maintain on the premises a chamber in conformity with the requirements to serve as a substation for the housing of switchgear, transformers, medium and low voltage cables and other equipment necessary for the supply.
- That the owner ensure that free and unimpeded access to the substation chamber or miniature substation be available at all times.

- That it be noted that the Municipal Council of Windhoek may supply its own low voltage networks from its own equipment installed in a substation chamber of a consumer.
- That for a power supply up to 1 000 kVA, a site of 18 m² in extent, be provided on the applicant's erf to install a miniature substation.
- That for a supply point larger than 1 000 kVA, a substation chamber to house the switchgear and transformer(s), to the specifications and approval of the Strategic Executive: Electricity, be constructed on the applicant's erf by the applicant at his/her cost.
- That where the electrical engineering representative of the applicant anticipate that any future development will require a supply point greater than 1 000 kVA, it is advised that a substation building, with the correct type of switchgear, be provided during the initial phase of the development, to safe on cost.
- That the supply and installation of any LV cables, inside the applicant's erf, be done by the Electrical Contractor appointed. [The Department of Electricity will do the termination of LV cables at the miniature substation or transformer.]
- That it be noted that a connection charge will be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.

Comments from the Strategic Executive: Infrastructure, Water and Technical Services

- **Engineering Services**

The application for the lease of the applied portion cannot be supported as the applied portion is within a 100 metre buffer zone from a borehole. The applicant must further note that a sewer line passes through the majority of the applied portion. Any additional requirements with regard to water and sewer services will be for the applicant's account, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.

- **Engineering Services (revised comments)**

An inspection was conducted on the subject property and the outcome of the inspection was two-fold:

- The area envisaged for use does not encroach the suspected position of the borehole. We were informed on-site that the proposed area does not go beyond the present fenced area as clearly in the photographs of the feedback; and

- The borehole is buried outside the fence and the position is where there are material envisaged for removal at some point. It's here where it was indicated that if, in the removal process, the borehole is uncovered, the Municipal Council of Windhoek, be informed.

Based on the above findings, there is no objection given from our side on the use of the area. The conditions of a buffer for that borehole can be relaxed since its redundant.

Comments from the Strategic Executive: Urban and Transport Planning

- Urban Policy

There is no objection from a land use point of view, however, the final recommendation is subject to the comments from the Engineering Services Division of the Department of Infrastructure, Water and Technical Services, and the Traffic Flow Division of the Department of Urban and Transport Planning.

- Sustainable Development

Erf 1, Kleine Kuppe is $\pm 47\,150\text{ m}^2$ in extent and is zoned 'municipal'.

There is no objection to the proposed lease of a portion, i.e., Portion A ($\pm 1\,456\text{ m}^2$ in extent) of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe) for a turning circle for trucks for a new retail development. The proposed Portion A will be used as extra parking/loading zone for the new development. Kindly take note that it is not a right of way servitude that should be registered over Erf 1, Kleine Kuppe - it should just be a straight forward lease of a portion (Portion A - $\pm 1\,456\text{ m}^2$ in extent) of Erf 1, Kleine Kuppe.

- Roads Planning, Design and Traffic Flow

There is no objection to the lease of a portion of $\pm 1\,456\text{ m}^2$ in extent of the sidewalk along Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe) for a turning circle for trucks for a newly planned retail development: Provided:

- That no access from Erf 1, Kleine Kuppe be allowed.
- That the lease area be properly demarcated within a boundary fence.
- That the Municipal Council of Windhoek reserve the right to cancel the Lease Agreement should such land be needed for the Municipal Council of Windhoek's services.
- That the Municipal Council of Windhoek not be held liable to compensate the owner for any improvements should the lease be terminated.

- That the owner remain responsible for making the trucks turning movement practical on-site, should the lease be cancelled/terminated.

- **Roads and Stormwater**

A stormwater investigation was done and the following is reported:

- Both Erf 1346, Kleine Kuppe and the proposed Portion A of Erf 1, Kleine Kuppe have a general downward slope from the south east towards the north west;
- There is a stormwater outlet structure that discharges stormwater from along Chasie Street onto the central south eastern portion of Erf 1346, Kleine Kuppe from where stormwater flows along a single stormwater course, flowing across the central portion of the proposed Portion A of Erf 1, Kleine Kuppe flowing into a north westerly direction;
- There are stormwater outlet structures that discharge stormwater from along Chasie Street onto the adjacent Erf 1345, Kleine Kuppe from where the stormwater flows into a north westerly direction onto Erf 1346, Kleine Kuppe flowing into the stormwater course as referred to above;
- It should be noted that Erf 1, Kleine Kuppe is not zoned 'street' as indicated in the application, but rather zoned 'municipal' as per the municipal Enlighten system and is only accessible from across Erf 1346, Kleine Kuppe; and
- It should equally be noted that according to the municipal Enlighten system, Erf 1, Kleine Kuppe is indicated not to be municipal owned but rather privately owned.

There is no objection to the proposed lease of a portion of Erf 1, Chasie Street, Kleine Kuppe: Provided:

- That ownership of the proposed Portion A of Erf 1, Kleine Kuppe be confirmed.
- That access be confirmed with the Strategic Executive: Urban and Transport Planning.
- That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme (see Info 35 of the Town Planning Scheme).
- That no development be considered over or onto any stormwater system or structure.
- That the stormwater course be fully accommodated along the length of the proposed Portion A of Erf 1, Kleine Kuppe.

- That no access be considered over or onto any stormwater system or structure.
- That the applicant's Engineer verify any stormwater related work upon completion thereof.

Comments from the Strategic Executive: Housing, Property Management and Human Settlement

- Valuations

The Rental Valuation Certificate for a portion of $\pm 1\,456\text{ m}^2$ in extent of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe), is **attached as page 237 to the agenda**. In the event the applicant fails to conclude the Lease Agreement within the given time, the rental should be revised at any given time before concluding such a Lease Agreement.

- Property Management

Erf 1, Kleine Kuppe belongs to the Municipal Council of Windhoek, harboring some service lines, and a lease may be allowed where it is safe to do so. Accordingly, the technical divisions are in support of the lease and have as well given their conditional support to the lease to serve as lease conditions. Should the lease be terminated for whatever reason that the City not compensate for the improvements. Note should be taken that a right of way servitude should not be registered over Erf 1 Kleine Kuppe and that it should just be a straight forward lease of a portion, i.e., Portion A ($\pm 1\,456\text{ m}^2$ in extent) of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe).

Given that this is just for trucks maneuvering and parking purposes, it is advisable to give it a five (5) year lease period. The applicant should be given seven (7) days to accept the Council Resolution.

Conclusion

Concluding from the comments received from the respective technical departments, the application is supported. The applicant should liaise with the Parks Division for the identification of protected species before clearing the erf. This application should rather be recommended as a normal lease and not as a right of way servitude as proposed by the applicant.

Management Committee, having considered the matter

RECOMMENDED

- 1 That no right of way servitude be registered over the applied Portion A of Erf 1, Kleine Kuppe.
- 2 That Portion A of Erf 1, Kleine Kuppe ($\pm 1\,456\text{ m}^2$ in extent), just be a straight forward lease.

- 3 That Portion A ($\pm 1\,456\text{ m}^2$ in extent) of Erf 1, Kleine Kuppe (adjacent to Erf 1346, Kleine Kuppe), be leased to Pupkewitz Property (Windhoek) Proprietary Limited for a period of five (5) years at a monthly rental of N\$3 559.92: Provided that the rental escalate annually in line with the Namibia Inflation Rate, but not exceeding 10 %.
- 4 That in the event the applicant fail to conclude the Lease Agreement within the given time, that the rental be revised prior to concluding the Lease Agreement.
- 5 That the property only be used for a turning circle for trucks and extra parking/loading zone for the new retail development.
- 6 That it be noted that the preservation of protected vegetation is highly regarded, thus no cutting or removal of protected vegetation is permitted to make space for the turning circle.
- 7 That the applicant liaise with the Parks Division for the identification of protected species before clearing the erf.
- 8 That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- 9 That only one (1) service connection from the municipal electrical network be allowed to the erf.
- 10 That it be noted that for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative, contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.
- 11 That it be noted that the Municipal Council of Windhoek under section 94(1) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended), stipulate that in the case of premises with an estimated load in terms of the Wiring Regulations, or a notified maximum demand, exceeding 66 kVA (3 x 100 ampere), the Municipal Council of Windhoek may, on such conditions as it deems fit, require from the owner to provide and maintain on the premises a chamber in conformity with the requirements to serve as a substation for the housing of switchgear, transformers, medium and low voltage cables and other equipment necessary for the supply.
- 12 That the owner ensure that free and unimpeded access to the substation chamber or miniature substation is available at all times.
- 13 That it be noted that the Municipal Council of Windhoek may supply its own low voltage networks from its own equipment installed in a substation chamber of a consumer.

- 14 That for a power supply up to 1 000 kVA, a site of 18 m² in extent, be provided on the applicant's erf to install a miniature substation.
- 15 That for a supply point larger than 1 000 kVA, a substation chamber to house the switchgear and transformer(s), to the specifications and approval of the Strategic Executive: Electricity, be constructed on the applicant's erf by the applicant at his/her cost.
- 16 That where the electrical engineering representative of the applicant anticipate that any future development will require a supply point greater than 1 000 kVA, it is advised that a substation building, with the correct type of switchgear, be provided during the initial phase of the development, to safe on cost.
- 17 That the supply and installation of any LV cables, inside the applicant's erf, be done by the Electrical Contractor appointed. [The Department of Electricity will do the termination of LV cables at the miniature substation or transformer.
- 18 That it be noted that a connection charge will be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.
- 19 That it be noted that the applied portion is within a 100 metres buffer zone from a borehole.
- 20 That the applicant further note that a sewer line is passing through the majority of the applied portion.
- 21 That any additional requirements with regard to water and sewer services be for the applicant's account, subject to approval by the Strategic Executive: Infrastructure, Water and Technical Services.
- 22 That it be noted that the area envisaged for use is not encroaching the suspected position of the borehole.
- 23 That no access be allowed from Erf 1, Kleine Kuppe to access Portion A of Erf 1, Kleine Kuppe.
- 24 That the lease area be properly demarcated within a boundary fence.
- 25 That the Municipal Council of Windhoek reserve the right to cancel the Lease Agreement should such land be needed for the Municipal Council of Windhoek's services.
- 26 That the Municipal Council of Windhoek not be held liable to compensate the owner for any improvements should the lease be terminated.
- 27 That the owner remain responsible for making the truck turning movement practical on-site should the lease be cancelled/terminated.

- 28 That it be noted that Erf 1, Kleine Kuppe is not zoned 'street' as indicated in the application, but rather 'municipal' as per the municipal Enlighten system and is only accessible from across Erf 1346, Kleine Kuppe.
- 29 That access be confirmed with the Strategic Executive: Urban and Transport Planning.
- 30 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme (see Info 35 of the Town Planning Scheme), stating:
- 30.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
- The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 30.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 30.3 That prior approval be obtained from the Strategic Executive: Urban and Transport Planning if the accommodation of the stormwater on the erf is contemplated.
- 30.4 That engineering drawings on how the stormwater would be accommodated with the approval of the Strategic Executive: Urban and Transport Planning, be submitted for approval simultaneously with the building plans.
- 30.5 That all existing stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted, prior to the approval thereof.
- 31 That no development be considered over or onto any stormwater system or structure.
- 32 That the stormwater course be fully accommodated along the length of the proposed Portion A of Erf 1, Kleine Kuppe.
- 33 That no building plan be approved until the above stormwater conditions are met.
- 34 That no access be considered over or onto any stormwater system or structure.

- 35 That the applicant's Engineer verify any stormwater related work upon completion thereof.
- 36 That the lease be subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 37 That the Chief Executive Officer (Corporate Legal Adviser) draft the Lease Agreement.
- 38 That the resolution be implemented prior to confirmation of the minutes.

 [Municipal Council Agenda: 2024-07-02(06-27)]

10.3.13 FNS.6 [HPH] APPLICATION TO PURCHASE A PORTION OF ERF 332, KLEINE KUPPE FOR CONSOLIDATION WITH ERF 1189, KLEINE KUPPE (L/332/KK)

Introduction

The purpose of this item is to submit to Council an application from the owner of Erf 1189, Kleine Kuppe for the purchase of a Portion of Erf 332, Kleine Kuppe for consolidation purposes.

Application

*** Ms Leonie Dunn submitted an application on behalf of Koinseb Property Number Seventy Nine CC, the owner of Erf 1189, Kleine Kuppe, dated 15 January 2019, **attached as pages 238 - 240 to the agenda**, for the purchase of a Portion of Erf 322, Kleine Kuppe for consolidation purposes.

In the application, Ms Dunn states that due to the nature of her work, her property is targeted by unwanted individuals. There is therefore a concern for the safety of her and her family. The additional space will be used to erect a boundary wall and obstacles that will delay intruders when attempting to get access to her dwelling and avail opportunity to contact law enforcement officials. The item includes the investigation of additional portions to be offered for sale to adjacent erf owners for consolidation purposes.

The submission involves the following:

- *** - Subdivision of Erf 332, Kleine Kuppe into Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent), Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) and the Remainder as depicted per Plan No: KK 332-1, **attached as page 241 to the agenda**.

- Closure of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe as 'public open space' in terms of section 50(1) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- Consolidation of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe with adjacent Erven 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1189, 1190 and 1191, Kleine Kuppe Proper, correspondingly.
- *** - Sale of Portions A, B, C, D, E, F, G, G, I and J of Erf 332, Kleine Kuppe to the owners adjacent Erven, correspondingly, as per Plan No: KK 332-1, **attached as page 241 to the agenda.**

Ownership of Erf 1189, (a portion of Erf 233), Kleine Kuppe:

- *** Erf 1189, Kleine Kuppe is owned by Koinseb Property Number Seventy Nine CC, Registration Number: CC/2001/0595 as per Deed of Transfer No. T3119/2001, **attached as pages 242 - 248 to the agenda.**

Ms Leonie Elleneeza Dunn is the sole member of Koinseb Property Number Seventy Nine CC as per the amended Founding Statement, **attached as pages 249 - 256 to the agenda.** Ms Dunn is a Namibian citizen as depicted by a copy of her passport which is **attached as page 257 to the agenda.**

Strategic implications

- *** This application is for a purchase of a portion of Erf 332, Kleine Kuppe which is zoned as 'public open space'. The application is in compliance with the Public Open Spaces Policy as contained in Council Resolution 251/07/2001, **attached as pages 258 - 261 to the agenda.**

The sale of Public Open Spaces contributes to the City's Vision: **To be a Sustainable and Caring City by 2027.** The revenue generated from the sale of Public Open Spaces is used exclusively (unless with consent from Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc., as per Council Resolution 183/08/2021, **attached as pages 262 - 264 to the agenda.**

Financial implications

The expected revenue from the sale of Portion H (\pm 130 m² in extent) of Erf 332, Kleine Kuppe is as follows:

- Portion H - N\$91 450.00 (rounded off) in total. Monthly rental amount N\$762.08, should the applicant opt for a lease pending the finalisation of the sale.

The cost to the City is N\$4 000.00 per advertisement Item:4000/20/1/10/20025

Property description and locality

Erf 1215, Kleine Kuppe, is ± 454 m² in extent, zoned 'residential' with a density of 1:250 m² and situated in Cape Cross Street.

Erf 1216, Kleine Kuppe, is ± 438 m² in extent, zoned 'residential' with a density of 1:250 m² and situated in Cape Cross Street.

Erf 1217, Kleine Kuppe, is ± 448 m² in extent, zoned 'residential' with a density of 1:250 m² and situated in Cape Cross Street.

Erf 1218, Kleine Kuppe, is ± 389 m² in extent, zoned 'residential' with a density of 1:250 m² and situated in Cape Cross Street.

Erf 1219, Kleine Kuppe, is ± 364 m² in extent, zoned 'residential' with a density of 1:250 m² and situated along Cape Cross Street.

Erf 1220, Kleine Kuppe is zoned 'residential', is ± 369 m² in extent with a density of 1:250 m² and situated along Cape Cross Street.

Erf 1221, Kleine Kuppe, is ± 383 m² in extent, zoned 'residential' with a density of 1:250 m² and situated along Cape Cross Street.

Erf 1189, Kleine Kuppe, is ± 527 m² in extent, zoned 'residential' with a density of 1:250 m² and situated along Groenewald Street.

Erf 1190, Kleine Kuppe, is ± 509 m² in extent, zoned 'residential' with a density of 1:250 m² and situated along Groenewald Street.

Erf 1191, Kleine Kuppe, is ± 501 m² in extent, zoned 'residential' with a density of 1:250 m² and situated along Groenewald Street.

Erf 332, Kleine Kuppe, is ± 190 759 m² in size, zoned 'public open space' and is situated along Gamsa Street.

The location of the properties is indicated on Enlighten map, **attached as page 241 to the agenda.**

Technical comments

The application was circulated for comments and the following can be reported:

Comments from the Strategic Executive: Electricity

- Technical Support

There is in principle no objection to the application: Provided:

- That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- That only one (1) service connection from the municipal electrical network be allowed per erf, and further distribution be from the main LV kiosk/board of each erf.
- That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.
- That it be noted that a connection charge may be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.

Comments from the Strategic Executive: Infrastructure, Water and Technical Services

- Engineering Services

- A main sewer line passes through Erf 332, Kleine Kuppe. The entire sewer line behind Erven 1215, 1216, 1217 and 1218, Kleine Kuppe, need to be relocated outside the boundaries of the consolidated erven to the satisfaction of the Strategic Executive: Infrastructure, Water and Technical Services.
- The owner/applicant should appoint a registered professional Engineer to design the sewer line and supervise the construction. The designs should be submitted to the Strategic Executive: Infrastructure, Water and Technical Services for approval prior to commencement of construction.
- All costs relating to the relocation are for the owners/applicants account.
- The Deed of Sale may only be signed after the relocation of the sewer line is done to the satisfaction of the Strategic Executive: Housing, Property Management and Human Settlement.

- **Erf 1218, Kleine Kuppe**

An existing sewer line should also be extended through the southern 3-meter building line of Portion D of Erf 332, Kleine Kuppe Proper. A 3-meter building line should be maintained on the northern boundary of the new consolidated erf.

- **Erf 1191, Kleine Kuppe**

A sewer line passes within the northern building line of the new consolidated erf. A 3-meter building line should be maintained near the northern boundary of the erf. Any further sewer requirements shall be for the applicant's account. Any additional requirements shall be for the cost of the applicant.

- **Erven 1219, 1220, 1221, 1189 and 1190, Kleine Kuppe**

No sewer line is affected. Any additional requirements shall be for the cost of the applicant.

- **Water comments**

No water services affected. Any further water requirements shall be for the applicant's account.

Comments from the Strategic Executive: Urban and Transport Planning

- **Urban Policy**

Erf 332, Kleine Kuppe Proper is zoned 'public open space'.

In view of the above, the Urban Policy Division has **no objections to the sale** of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe for consolidation with Erven the adjacent Erven as depicted per Plan No: KK 332-1, **attached as page 241 to the agenda.**

That the applicant apply to (at own costs) for the following in accordance with section 105(3) of the Urban and Regional Planning Act, 2018 (Act 5 of 2018):

- That the subdivision of Erf 332, Kleine Kuppe into Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent), Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) and the Remainder as per Plan No: KK 332-1, **attached as page 241 to the agenda;** and

- That the consolidation of Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent),

Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe Proper with adjacent erven accordingly as depicted per Plan No: KK 332-1, **attached as page 241 to the agenda.**

- That the sizes of the additional portions are depicted by Enlighten map, **attached as page 241 to the agenda** and are as follows:
 - Portion A ($\pm 133 \text{ m}^2$ in extent) to be consolidated with Erf 1215, Kleine Kuppe.
 - Portion B ($\pm 125 \text{ m}^2$ in extent) to be consolidated with Erf 1216, Kleine Kuppe.
 - Portion C ($\pm 124 \text{ m}^2$ in extent) to be consolidated with Erf 1217, Kleine Kuppe.
 - Portion D ($\pm 234 \text{ m}^2$ in extent) to be consolidated with Erf 1218, Kleine Kuppe.
 - Portion E ($\pm 202 \text{ m}^2$ in extent) to be consolidated with Erf 1219, Kleine Kuppe.
 - Portion F ($\pm 121 \text{ m}^2$ in extent) to be consolidated with Erf 1220, Kleine Kuppe.
 - Portion G ($\pm 143 \text{ m}^2$ in extent) to be consolidated with Erf 1221, Kleine Kuppe.
 - Portion H ($\pm 130 \text{ m}^2$ in extent) to be consolidated with Erf 1189, Kleine Kuppe.
 - Portion I ($\pm 238 \text{ m}^2$ in extent) to be consolidated with Erf 1190, Kleine Kuppe.
 - Portion J ($\pm 241 \text{ m}^2$ in extent) to be consolidated with Erf 1191, Kleine Kuppe.

The cost of the town planning procedures should be for the account of the applicants.

The consolidations at the current density, being 1:250, will enhance the development potential of Erven 1215, 1216, 1217, 1218, 1219 and 1221 upon consolidation with their respective additional portions as per Plan No.KK 332-1, **attached as page 241 to the agenda.**

The development potential for Erven 1220, 1189, 1190 and 1191, Kleine Kuppe will not be enhanced upon consolidation with their respective additional portions as per Plan No.KK 332-1, **attached as page 241 to the agenda.**

The cost of the town planning procedures should be for the account of the applicants. In terms of clause 5(3) of the Windhoek Town Planning Scheme, the subdivided portion will assume the same zoning and density of the adjacent erven upon consolidation.

Urban Policy Division has no objection to the subdivision of a Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe for consolidation purposes with the adjacent erven as depicted by Plan No. KK 332-1, **attached as page 241 to the agenda:** Provided:

- The use of the land and building(s) comply with the provisions of the Windhoek Town Planning Scheme.
- That Erf 332, Kleine Kuppe be subdivided into proposed Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent), Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) and Remainder as indicated on Subdivision Plan KK 332-1, **attached as pages 241 to the agenda**. The same plan must be submitted to the Ministry of Urban and Rural Development.
- That the proposed Portions A, B, C, D, E, F, G, H, I and J be closed as 'public open space' in line with section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- That the City prepare the closure notices for the applicant.
- That the applicant advertises the intended closure as per section 50(3) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- That the applicant be responsible for the cadastral town planning applications to the Ministry of Urban and Rural Development.
- The applicant submit copies of the approved erf diagrams to the Strategic Executive: Housing, Property Management Human Settlement upon approval of the subdivision and consolidation.
- That the current conditions registered against Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe be replaced with the usual short standard conditions of the Municipality, including a minimum building value equal four (4) times the municipal valuation of the erf.

- **Roads Planning, Design and Traffic Flow**

Erf 1215, Kleine Kuppe:

- Erf 332, Kleine Kuppe Proper, is a large erf, being a 'public open space'.
- There is a major stormwater course flowing over Erf 332, Kleine Kuppe, flowing from the south into a northerly direction towards the stormwater inlet structure along the road edge of Sesriem Street from where it flows underneath Sesriem Street into a north westerly direction.
- The proposed Portion A ($\pm 133 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe, has a downward slope from the southeast into a north westerly direction.

- The stormwater inlet structure on Erf 332, Kleine Kuppe, situated along the road edge of Sesriem Street, is approximately 24.0 meters away from the northwestern corner of Erf 1215, Kleine Kuppe.
- There is no known or visible sign of any stormwater system over the proposed Portion A ($\pm 133 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe, except for surface stormwater run-off.
- Erf 1215, Kleine Kuppe has a downward slope from the southeast into a north westerly direction towards the stormwater course.

Erf 1216, Kleine Kuppe:

- Both Erf 1216, Kleine Kuppe, and the proposed Portion B ($\pm 125 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the northwest.
- There is no stormwater system crossing either Erf 1216, Kleine Kuppe, or the proposed Portion B ($\pm 125 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe Proper except for surface stormwater run-off.
- It should however be noted that there is a stormwater course flowing along Erf 332, Kleine Kuppe, flowing approximately 20.0 meters away and parallel to the southeastern boundary of Erf 1216, Kleine Kuppe, flowing from the south into a northerly direction towards a stormwater culvert underneath Sesriem Street

Erf 1217, Kleine Kuppe:

- Both Erf 1217, Kleine Kuppe, and the proposed Portion C ($\pm 124 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the northwest.
- There is no stormwater system crossing either Erf 1217, Kleine Kuppe, or the proposed Portion C ($\pm 124 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe, except for surface stormwater run-off.
- It should however be noted that there is a stormwater course flowing along Erf 332, Kleine Kuppe, flowing approximately 25.0 meters away and parallel to the southeastern boundary of Erf 1217, Kleine Kuppe, flowing from the south into a northerly direction towards a stormwater culvert underneath Sesriem Street.

Erf 1218, Kleine Kuppe:

- Both Erf 1218, Kleine Kuppe, and the proposed Portion D ($\pm 234 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the northwest.

- There is no stormwater system crossing either Erf 1218, Kleine Kuppe, or the proposed Portion D ($\pm 234 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe, except for surface stormwater run-off.
- It should however be noted that there is a stormwater course flowing along Erf 332, Kleine Kuppe, flowing approximately 28.0 meters away and parallel to the southeastern boundary of Erf 1218, Kleine Kuppe flowing from the south into a northerly direction towards a stormwater culvert underneath Sesriem Street.

Erf 1219, Kleine Kuppe Proper

- Both Erf 1219, Kleine Kuppe, and the proposed Portion E ($\pm 202 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the Northeast.
- There is no stormwater system crossing Erf 1219, Kleine Kuppe or the proposed Portion E of Erf 332, Kleine Kuppe except for surface stormwater run-off.

Erf 1220, Kleine Kuppe Proper

- Both Erf 1220, Kleine Kuppe, and the proposed Portion F ($\pm 121 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the Northeast.
- There is no stormwater system crossing Erf 1220, Kleine Kuppe or the proposed Portion F of Erf 332, Kleine Kuppe except for surface stormwater run-off.

Erf 1221, Kleine Kuppe

- Both Erf 1221, Kleine Kuppe, and the proposed Portion G ($\pm 143 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the Northeast.
- There is no stormwater system crossing Erf 1221, Kleine Kuppe or the proposed Portion G of Erf 332, Kleine Kuppe except for surface stormwater run-off.

Erf 1189, Kleine Kuppe

A stormwater investigation was done, and the following is reported:

- Erf 1189, Kleine Kuppe Proper as well as the proposed Portion H ($\pm 130 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe has a general downward slope from the southeast towards the Northeast.
- There is no stormwater system crossing Erf 1189, Kleine Kuppe or the proposed Portion H of Erf 332, Kleine Kuppe except for surface stormwater run-off.

Erf 1190, Kleine Kuppe

- Both Erf 1190, Kleine Kuppe and the proposed Portion I ($\pm 238 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the Northeast.
- There is no stormwater system crossing Erf 1190, Kleine Kuppe or the proposed Portion E of Erf 332, Kleine Kuppe except for surface stormwater run-off.

Erf 1191, Kleine Kuppe

- Both Erf 1191, Kleine Kuppe, and the proposed Portion J ($\pm 241 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe have a general downward slope from the southeast towards the Northeast.
- There is no stormwater system crossing Erf 1191, Kleine Kuppe or the proposed Portion J of Erf 332, Kleine Kuppe except for surface stormwater run-off.

This division has no objection to the proposed sale of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe and consolidation with adjacent Erven as depicted per Plan No.: KK 332-1, **attached as page 241 to the agenda.**

- That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme.

- Traffic Flow comments

There are no objections to the proposed sale of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe for consolidation with adjacent Erven 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1189, 1190 and 1191, Kleine Kuppe: Provided:

- That the consolidation of Erf 1215, Kleine Kuppe, with Portion A, Erf 1216, Kleine Kuppe with Portion B, Erf 1217, Kleine Kuppe with Portion C, Erf 1218, Kleine Kuppe with Portion D, Erf 1219, Kleine Kuppe Proper with Portion E and Erf 1221, Kleine Kuppe with Portion G as depicted per Plan No. KK 332-1, **attached as page 241 to the agenda** will enhance the development potential of the consolidated erven. Subsequently Urban Arterial Account (UAA) of N\$55 531.90 is applicable for each consolidation.

- That the consolidation of Erf 1220, Kleine Kuppe with Portion F, Erf 1189, Kleine Kuppe with Portion H, Erf 1190, Kleine Kuppe with Portion I and Erf 1191, Kleine Kuppe with Portion J as depicted per Plan No. KK 332-1, **attached as page 241 to the agenda** will not enhance the development potential of the consolidated erven. No Urban Arterial Account (UAA) contribution is applicable.

- Access may not be obtained over the public open space.

- **Sustainable Development**

Supported on condition that the application will be approved in accordance with the Public Open Policy of the Municipal Council of Windhoek

Comments from the Strategic Executive: Economic Development and Community Services

- **Environmental Management**

No objection to the sale of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe. It should however be noted that Erf 332, Kleine Kuppe is zoned 'public open space'. The applicant should therefore obtain Environmental Clearance from the Health and Environmental Services Division of the Municipal Council of Windhoek once the application has been approved by Council.

- **Parks**

No objection.

Comments from the Strategic Executive: Housing, Property Management and Human Settlement

- **Valuations**

*** Portion A of Erf 332, Kleine Kuppe, is $\pm 133 \text{ m}^2$ in extent and after consolidation with Erf 1215, Kleine Kuppe, ($\pm 454 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 587 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$187 100.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 266 to the agenda**.

*** Portion B of Erf 332, Kleine Kuppe, is $\pm 125 \text{ m}^2$ in extent and after consolidation with Erf 1216, Kleine Kuppe, ($\pm 438 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 563 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$175 900.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 267 to the agenda**.

*** Portion C of Erf 332, Kleine Kuppe, is $\pm 124 \text{ m}^2$ in extent and after consolidation with Erf 1217, Kleine Kuppe, ($\pm 448 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 572 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$174 500.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as pages 268 to the agenda**.

- *** Portion D of Erf 332, Kleine Kuppe, is $\pm 234 \text{ m}^2$ in extent and after consolidation with Erf 1218, Kleine Kuppe, ($\pm 389 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 623 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$329 200.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 269 to the agenda**.
- *** Portion E of Erf 332, Kleine Kuppe, is $\pm 202 \text{ m}^2$ in extent and after consolidation with Erf 1219, Kleine Kuppe, ($\pm 364 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 566 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$284 200.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 270 to the agenda**.
- *** Portion F of Erf 332, Kleine Kuppe, is $\pm 121 \text{ m}^2$ in extent and after consolidation with Erf 1220, Kleine Kuppe Proper, ($\pm 369 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 490 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is 50 % of N\$1 407.00/ m^2 , being N\$703.50/ m^2 or N\$85 000.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 271 to the agenda**.
- *** Portion G of Erf 332, Kleine Kuppe, is $\pm 143 \text{ m}^2$ in extent and after consolidation with Erf 1221, Kleine Kuppe, ($\pm 383 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 526 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$201 200.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 272 to the agenda**.
- *** Portion H of Erf 332, Kleine Kuppe, is $\pm 130 \text{ m}^2$ in extent and after consolidation with Erf 1189, Kleine Kuppe, ($\pm 527 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 657 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is 50 % of N\$1 407.00/ m^2 , being N\$703.50/ m^2 or N\$91 450.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 273 to the agenda**.
- *** Portion I of Erf 332, Kleine Kuppe, is $\pm 238 \text{ m}^2$ in extent and after consolidation with Erf 1190, Kleine Kuppe, ($\pm 509 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 747 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is 50 % of N\$1 407.00/ m^2 being N\$703.50/ m^2 or N\$167 000.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**.

The Valuation Certificate dated 28 February 2024 is **attached as page 274 to the agenda.**

Portion J of Erf 332, Kleine Kuppe, is $\pm 241 \text{ m}^2$ in extent and after consolidation with Erf 1191, Kleine Kuppe, ($\pm 501 \text{ m}^2$ in extent), the size of the newly consolidated erf will be $\pm 742 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is 50 % of N\$1 407.00/ m^2 being N\$703.50/ m^2 or N\$167 00.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda.** The Valuation Certificate dated 28 February 2024 is **attached as page 275 to the agenda.**

Should the applicants/owners of Erven 1215 to 1221, 1189, 1190 and 1191, Kleine Kuppe wish to take occupation of Portions A to J of Erf 332, Kleine Kuppe prior to the conclusion of the sale, the portions thereof could be leased to the applicants once the preliminary diagrams are available, pending the finalising of the sale, at a monthly rental calculated at 10 % of the purchase price divided by twelve (12), and should be further subjected to the annual escalations in line with the Namibia Inflation Rate.

The monthly rental is as follows:

- Portion A - N\$1 559.17;
- Portion B - N\$1 465.83;
- Portion C - N\$1 454.16;
- Portion D - N\$2 743.33;
- Portion E - N\$2 368.33;
- Portion F - N\$708.33;
- Portion G - N\$1 676.67;
- Portion H - N\$762.08;
- Portion I - N\$1 391.67; and
- Portion J - N\$1 412.92.

That all funds generated from the sale of subdivisions of 'public open spaces' be used exclusively (unless with consent from Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc. as per Council Resolution 183/08/2021, **attached as pages 262 - 264 to the agenda.**

- **Property Management**

Having perused the comments from the technical departments, the Division of Property Management supports the application. It is further worth noting that the Division of Property Management has adopted an approach of investigating the possibility of selling portions of public open spaces to further adjacent Erf owners, neighboring an applicant who is interested in same. This approach is necessary to fast-track the entire process of selling additional portions and it is done in anticipation that owners of Erven adjoining public open spaces will always have an interest in purchasing such portions as per the policy.

Neighbours' consent

*** The favourable consent from the owners of Erven 1121 and 1190, Kleine Kuppe is **attached as page 276 to the agenda**. These are the immediate neighbors that would have been affected by the purchase of a portion of Erf 332, Kleine Kuppe by the owner of Erf 1189, Kleine Kuppe, as the initial applicant thereof. However, given the department's approach to rather investigate and recommend for sale portions to other adjacent erf owners, the owners of Erven 1221 and 1190, Kleine Kuppe are also expected to receive portions thereof for consolidation with their properties.

Site Visit

*** A site visit was conducted on 26 January 2024 and no encroachment or illegal activities were detected. Pictures of the site is **attached as pages 277 – 278 to the agenda**.

Conclusion

Having presented the comments from the technical departments, the item is submitted for Council's deliberation.

Management Committee, having considered the matter

RECOMMENDED

- *** 1 That Erf 332, Kleine Kuppe subdivided into Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent), Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) and the Remainder as indicated on Plan No. KK 332-1, **attached as page 241 to the agenda**, be noted.
- *** 1.1 That Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe be sold to the owners of adjacent erven for consolidation with the respective erven as per Plan No. KK 332-1, **attached as page 241 to the agenda**, subject to the following:
- 1.2 That the applicant apply to (at own costs) for the following in accordance with section 105(3) of the Urban and Regional Planning Act, 2018 (Act 5 of 2018):
- *** 1.2.1 That the subdivision of Erf 332, Kleine Kuppe into Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent), Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) and the Remainder as per Plan No. KK 332-1, **attached as page 241 to the agenda**; and

- ***
- 1.2.2 That the consolidation of Portion A ($\pm 133 \text{ m}^2$ in extent), Portion B ($\pm 125 \text{ m}^2$ in extent), Portion C ($\pm 124 \text{ m}^2$ in extent), Portion D ($\pm 234 \text{ m}^2$ in extent), Portion E ($\pm 202 \text{ m}^2$ in extent), Portion F ($\pm 121 \text{ m}^2$ in extent), Portion G ($\pm 143 \text{ m}^2$ in extent), Portion H ($\pm 130 \text{ m}^2$ in extent), Portion I ($\pm 238 \text{ m}^2$ in extent), Portion J ($\pm 241 \text{ m}^2$ in extent) of Erf 332, Kleine Kuppe with adjacent erven accordingly as depicted per Plan No. KK 332-1, **attached as page 241 to the agenda.**
- 1.3 That the applicant note that after the subdivision and consolidation application is submitted to the Municipal Council of Windhoek, the applicant will be required to consult with the adjacent neighbours in accordance with section 107 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) and the Municipal Council of Windhoek's Public Consultation Policy of the proposed development regarding the aforesaid subdivision and consolidation and the applicant will further be required to furnish the Municipal Council of Windhoek with proof of neighbours' consultation.
- 1.4 That the Strategic Executive: Urban and Transport Planning be delegated to recommend or not to recommend the aforesaid contemplated town planning applications (subdivision and consolidation applications) to the Urban and Regional Planning Board in accordance with section 109 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).
- ***
- 1.5 That the applicant obtain the Municipal Council's support and the Minister of Urban and Rural Development's approval for the subdivision of Erf 332, Kleine Kuppe into the respective Portions A, B, C, D, E, F, G, H, I and J per Plan No. KK 332-1, **attached as page 241 to the agenda**, in accordance with the Urban and Regional Planning Act, 2018 (Act 5 of 2018).
- ***
- 1.6 That the Municipal Council grants approval for the permanent closure of the proposed Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe per Plan No. KK 332-1, **attached as page 241 to the agenda** as 'public open space' in accordance with the provisions of section 50 of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) subject to the following conditions:
- 1.6.1 That prior to the formal closure, the Municipal Council of Windhoek to prepare the closure notices for the applicant.
- 1.6.2 That, prior to the formal closure, the applicant advertises the intended permanent closure of Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe in the Government Gazette and in at least two newspapers circulating within the local authority area, in accordance with the provisions of section 50(3)(a) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, send out letters to affected and interested persons (including neighbours) and place notice of the intended closure on the site.
- 1.6.3 That the applicant note that the public and neighbours' consultation for the intended closure of the portion of the public open space can take place concurrently with the neighbours' consultation process of the subdivision and consolidation application(s).

- 1.7 That the City prepare the closure notice and that the owners/applicants of Erven 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1189, 1190 and 1191, Kleine Kuppe be responsible for inserting the notice in the media, placing a copy on site and for distribution to affected neighbours and that proof of successful advertising be provided to the Strategic Executive: Housing, Property Management and Human Settlement before a sales agreement is signed.
- 2 That upon the consolidation, that Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe assume the same zoning and density as the adjacent Erven 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1189, 1190 and 1191, Kleine Kuppe in terms of clause 5(3) of the Windhoek Town Planning Scheme.
- 3 That the applicants/owners of adjacent erven be responsible for the town planning and cadastral procedures, i.e., subdivision of the portions of Erf 332, Kleine Kuppe, consolidation of the portions with the adjacent erven, survey, and registration of the new consolidated erf, and all the costs involved.
- 4 That subject to the successful closure and implementation of all town planning and cadastral procedures and obtaining of an Environmental Clearance Certificate in terms of the Environmental Management Act, 2007 (Act 7 of 2007), that Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe Proper, be sold, respectively, to the owners of the adjacent erven as follows:
- *** 4.1 Portion A of Erf 332, Kleine Kuppe is $\pm 133 \text{ m}^2$ in extent and after consolidation with Erf 1215 (454 m^2 in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 587 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being $1:250 \text{ m}^2$. Hence, the value payable is N\$1 407.00/m² or N\$187 100.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. Subsequently Urban Arterial Account (UAA) of N\$55 531.90. The Valuation Certificate date 28 February 2024 is **attached as page 266 to the agenda**.
- *** 4.2 Portion B of Erf 332, Kleine Kuppe, is $\pm 125 \text{ m}^2$ in extent and after consolidation with Erf 1216 ($\pm 438 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 563 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being $1:250 \text{ m}^2$. Hence, the value payable is N\$1 407.00/m² or N\$175 900.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. Subsequently Urban Arterial Account (UAA) of N\$55 531.90. The Valuation Certificate dated 28 February 2024 is **attached as page 267 to the agenda**.
- *** 4.3 Portion C of Erf 332, Kleine Kuppe, is $\pm 124 \text{ m}^2$ in extent and after consolidation with Erf 1217 ($\pm 448 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 572 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being $1:250 \text{ m}^2$. Hence, the value payable is N\$1 407.00/m² or N\$174 500.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to**

the agenda. Subsequently Urban Arterial Account (UAA) of N\$55 531.90. The Valuation Certificate dated 28 February 2024 is **attached as page 268 to the agenda.**

- *** 4.4 Portion D of Erf 332, Kleine Kuppe, is $\pm 234 \text{ m}^2$ in extent and after consolidation with Erf 1218 ($\pm 389 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 623 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$329 200.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda.** Subsequently Urban Arterial Account (UAA) of N\$55 531.90. The Valuation Certificate dated 28 February 2024 is **attached as page 269 to the agenda.**
- *** 4.5 Portion E of Erf 332, Kleine Kuppe, is $\pm 202 \text{ m}^2$ in extent and after consolidation with Erf 1219 ($\pm 364 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 568 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$284 200.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda.** Subsequently Urban Arterial Account (UAA) of N\$55 531.90. The Valuation Certificate dated 28 February 2024 is **attached as page 270 to the agenda.**
- *** 4.6 Portion F of Erf 332, Kleine Kuppe, is $\pm 121 \text{ m}^2$ in extent and after consolidation with Erf 1220 ($\pm 369 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 490 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is 50 % of N\$1 407.00/ m^2 , being N\$703.50/ m^2 or N\$85 123.50 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda.** The Valuation Certificate dated 28 February 2024 is **attached as page 271 to the agenda.**
- *** 4.7 Portion G of Erf 332, Kleine Kuppe, is $\pm 143 \text{ m}^2$ in extent and after consolidation with Erf 1221 ($\pm 383 \text{ m}^2$ in extent), Kleine Kuppe, the size of the newly consolidated erf will be $\pm 526 \text{ m}^2$ in extent. The development potential will be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is N\$1 407.00/ m^2 or N\$201 200.00 in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda.** Subsequently Urban Arterial Account (UAA) of N\$55 531.90. The Valuation Certificate dated 28 February 2024 is **attached as page 272 to the agenda.**
- *** 4.8 Portion H of Erf 332, Kleine Kuppe, is $\pm 130 \text{ m}^2$ in extent and after consolidation with Erf 1189 ($\pm 527 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 682 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250 m^2 . Hence, the value payable is 50 % of N\$1 407.00/ m^2 , being N\$703.50/ m^2 or N\$91 450.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda.** The valuation certificate dated 28 February 2024 is **attached as page 273 to the agenda.**

*** 4.9 Portion I of Erf 332, Kleine Kuppe, is $\pm 238 \text{ m}^2$ in extent and after consolidation with Erf 1190 ($\pm 509 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 747 \text{ m}^2$ in extent. The development potential will not be enhanced in terms of the density being 1:250. Hence, the value payable is 50 % of N\$1 407.00/m² being N\$703.50/m² or N\$167 450.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The Valuation Certificate dated 28 February 2024 is **attached as page 274 to the agenda**.

*** 4.10 Portion J of Erf 332, Kleine Kuppe, is $\pm 241 \text{ m}^2$ in extent and after consolidation with Erf 1191 ($\pm 501 \text{ m}^2$ in extent), Kleine Kuppe Proper, the size of the newly consolidated erf will be $\pm 742 \text{ m}^2$ in extent. The development potential is not enhanced in terms of the density being 1:250. Hence, the value payable is 50 % of N\$1 407.00/m² being N\$703.50/m² or N\$169 550.00 (rounded off) in total as per Council Resolution 276/08/2004, **attached as page 265 to the agenda**. The valuation certificate dated 28 February 2024 is **attached as page 275 to the agenda**.

4.11 Should the applicants/owners of Erven 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1189, 1190 and 1191, Kleine Kuppe wish to take occupation of Portions A to J of Erf 332, Kleine Kuppe, respectively, prior to the conclusion of the sale, that the portions be leased to the applicants once the preliminary diagrams are available, pending the finalisation of the sale, at a monthly rental calculated at 10 % of the purchase price divided by twelve (12), and should be further subjected to the annual escalations in line with the Namibia Inflation Rate.

4.11.1 The monthly rental shall be as follows:

Portion	Amount (NS)
Portion A	1 559.17
Portion B	1 465.83
Portion C	1 454.16
Portion E	2 743.33
Portion F	709.36
Portion G	1 676.67
Portion H	762.08
Portion I	1 395.42
Portion J	1 412.92

5 That the sale of Portions A, B, C, D, F, G, H, I and J of Erf 332, Kleine Kuppe be subject to the following conditions:

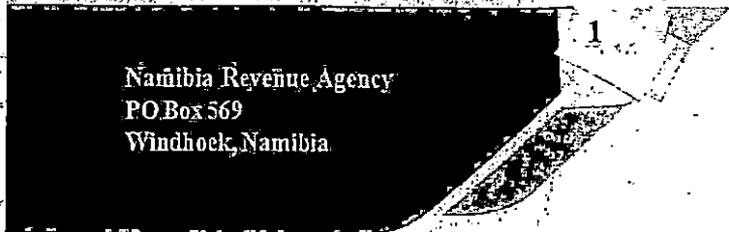
*** 5.1 That Portions A, B, C, D, E, F, G, H, I and J of Erf 332, Kleine Kuppe be consolidated with adjacent Erven 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1189, 1190 and 1191, Kleine Kuppe, respectively, as depicted on Plan: KK 332-1, **attached as page 241 to the agenda**, simultaneously with transfer.

- 5.2 That the existing conditions registered against Portions A, B, C, D, E, F, G, H, I and J of Erf 332 Kleine Kuppe be replaced by the standard conditions of the title including a minimum building value of 4 (four) times the municipal valuation be registered against the consolidated erven.
- 5.2.1 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme stating:
- That no stormwater drainage pipe, canal, work, or obstruction (except stormwater drainpipes, canal or work which have been authorized in writing by the local authority or which have been or may be built, laid, or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from higher lying property to lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allows flood water to run-off, be discharged or to be canalized) is or can be changed, canalized, or impeded.
- 5.2.2 That all stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted, prior to the approval thereof.
- 6 That it be noted that:
- 6.1 Only one (1) electrical service connection will be allowed from the municipal network to the consolidated erf.
- 6.2 One (1) additional electrical meter can be applied for an approved flat, should it be required.
- 6.3 Should an upgrade of the electricity supply point be required, the applicant and or his representative contact the Strategic Executive: Electricity, well in advance, to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.
- 6.4 That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her electrical engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation.

- 6.5 That it be noted that a connection charge may be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.
- 6.6 That it be noted that a split prepayment meter shall be used in residential areas with payment levels lower than 80 % and all informal settlements.
- 6.7 That it be noted that for 'general residential' developments without high rise buildings i.e., individual apartments, a split prepayment meter with a metering box located on the street/ development erf boundary shall be used for each unit: Provided that it's technically possible otherwise a bulk meter shall be used.
- 7 That it be noted:
- 7.1 A main sewer line passes through Erf 332, Kleine Kuppe and that the entire sewer line behind Erven 1215, 1216, 1217 and 1218, Kleine Kuppe, need to be relocated outside the boundaries of the consolidated erven, with the approval of and to the satisfaction of the Strategic Executive: Infrastructure, Water and Technical Services.
- 7.2 The applicants/owners of Erven 1215, 1216, 1217 and 1218, Kleine Kuppe should appoint a registered professional Engineer to design the sewer line and supervise the construction. The designs should be submitted to the Strategic Executive: Infrastructure, Water and Technical Services for approval prior to commencement of construction.
- 7.3 The applicants/owners of Erven 1215, 1216, 1217 and 1218, Kleine Kuppe should appoint a Contractor to be supervised by the appointed registered professional Engineer to do the construction of the sewer line with the approval of the Strategic Executive: Infrastructure, Water and Technical Services.
- 7.4 All cost relating to the relocation are for the applicants' account.
- 7.5 The Deed of Sale may only be signed after the relocation of the sewer line is done to the satisfaction of the Strategic Executive: Housing, Property Management and Human Settlement.
- 7.6 An existing sewer line within the southern boundary of Erf 1218, Kleine Kuppe should also be extended through the southern 3-meter building line of Portion D of Erf 332, Kleine Kuppe. A 3-meter building line should be maintained on the northern boundary of the new consolidated erf.
- 7.7 A sewer line passes within the northern building line of Erf 1191, Kleine Kuppe, and the new consolidated erf. A 3 m building line should be maintained near the northern boundary of the erf. Any further sewer requirements shall be for the applicant's account. Any additional requirements shall be for the cost of the applicant.

- 7.8 No sewer line is affected with regard to Erven 1219, 1220, 1221, 1189 and 1190, Kleine Kuppe. Any additional requirements shall be for the cost of the applicants.
- 8 That the applicants/owners of adjacent Erven:
 - 8.1 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date of this Council Resolution is adopted, that the proposed closure, subdivision, and consolidation have been submitted to the Urban and Regional Planning Board for consideration.
 - 8.2 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the Subdivision and Consolidation Certificate that a surveyor has been appointed.
 - 8.3 Submit to the Strategic Executive: Housing, Property Management and Human Settlement draft erf diagrams within three (3) months after appointment of the surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.
 - 8.4 Sign the Deed of Sale not later than ninety (90) days after having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 9 That should the applicants fail to comply with any of the conditions stipulated in this Council resolution or fail to finalise the sale within 18 (eighteen) months of this resolution that the sale be subject to the purchase price be revised by the Strategic Executive: Housing, Property Management and Human Settlement.
- 10 That the sale and lease of Portions A, B, C, D, E, F, G, H, I, and J of Erf 332, Kleine Kuppe are subject to Ministerial Approval in terms of section 30(1)(t) of the Local Authorities Act, (Act 23 of 1992) (as amended).
- 11 That the intended sale and lease of Portions A, B, C, D, E, F, G, H, I, and J of Erf 332 Kleine Kuppe be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 12 That the Chief Executive Officer (Corporate Legal Adviser) drafts the Deed of Sale and Lease Agreement.
- 13 That the resolution be implemented prior to confirmation of the minutes.

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Namibia Revenue Agency
PO Box 569
Windhoek, Namibia



NamRA
Namibia Revenue Agency

Enquiries: Nesla Uatanau
Email: Nesla.Uatanau@namra.org.na

30 January 2024

Mr Moses Matyayi
Chief Executive Officer
City of Windhoek
P O Box 59
Windhoek

Dear Mr Matyayi:

SUBJECT: DONATION TO THE KATUTURA OLD AGE HOME

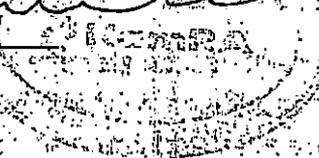
The Namibia Revenue Agency hosted its second Taxpayer Appreciation Day on 19 April 2023, where the most compliant Taxpayers and Traders were awarded.

NamRA awarded special prizes to the highest contributor to the revenue which included a donation of N\$ 20 000.00 in charity, to an organisation of their choice. De Beers Marine was one of the winners and they have subsequently identified the Katutura Old Age Home as their charity of choice. De Beers Marine has indicated that funds are to be used to source food and toiletries.

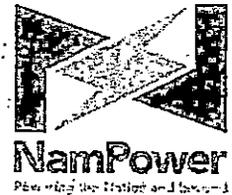
Considering the above, we request to be provided with a list of toiletries and groceries to be purchased for the Katutura Old Age Home. The handover date will be communicated in due course.

Yours Sincerely,

Sam SHIVUTE
Commissioner



Namibia Power Corporation (Pty) Ltd
PO Box 2864, Windhoek, Namibia, NamPower Centre, 15 Luther Street
Tel: +264 61 205 4111
Fax: +264 61 232 805
Email address: register@nampower.com.na
Website address: www.nampower.com.na



Mr Moses Matyayi
Chief Executive Officer
City of Windhoek
P.O Box 59
WINDHOEK

Your Ref:

Our Ref:

Enquiries: Otilie Mujoro
061-205 2250

Date: 06 May 2024

Dear Mr Matyayi

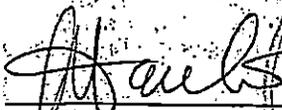
RE: Donation to Pensioners at the Katutura Old Age Home

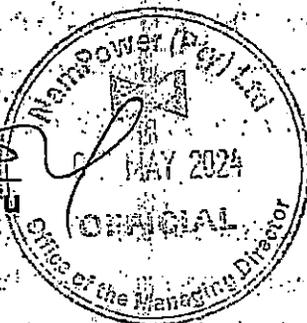
NamPower Foundation is our corporate social investment (CSI) unit of NamPower. Through our CSI programmes, we contribute to communities in four key areas, namely: 1) education, 2) community development, 3) health and social welfare, and 4) capacity and skills development.

The Foundation plans to donate blankets to the pensioners residing at the Katutura Old Age Home on the 13th May 2024. The donation is part of the NamPower CSI initiative and has no conditions attached.

This letter serves as a request for NamPower Foundation to visit the Katutura Old Age home and donate blankets to the pensioners, since the City of Windhoek is the custodian.

Yours faithfully


Kahenge S. Haulofu
Managing Director





6 May 2024

Mr Moses Matyayi
Chief Executive Officer
City of Windhoek
Namibia

Dear Mr Matyayi,

SUBJECT: DONATION TO THE KATUTURA OLD AGE HOME

In October 2023, Trustco Group Holdings Ltd (Trustco) and the Namibian Broadcasting Corporation (NBC) jointly announced the anticipated return of the Winna Mariba televised game show. Over nearly two decades, Trustco's Winna Mariba has evolved SMS competitions, to its current a skill-based TV show format, with the latest season including a viewer's competition component. The Winna Mariba game show has been authorised and approved by the Lotteries Board of Namibia.

This new season comprises thirteen episodes, featuring a substantial quarter-million Namibian Dollars in prize money for fortunate participants. Filming of all episodes took place in January 2024, and the series commenced airing on NBC2 in March 2024. The thirteenth episode includes a philanthropic element, where celebrity contestants competed for winnings dedicated to registered NGOs or charities of their choosing.

The participating celebrities were Miss Teen Namibia 2023 Oriana Ribero, comedian OC Ebs (Milton Hochoheb), songstress Top Cheri, and Olympic medalist Christine Mboma. In his participation, Milton opted to donate his winnings to the Katutura Old Age Home in the form of a refrigerator and washing machine.

LIST OF DONATIONS TO KATUTURA OLD AGE HOME, FEBRUARY – APRIL 2024

DONATIONS: FEBRUARY 2024

Date	Description	Quantity	Donors	Contact	Capacity	Company Name
04-Feb	x1 Oxygen Concentrator	x1	Mike Hawkin	0833390033	Organizational	EMA Rescue
08-Feb	Lunch Boxes	x22	Mr. Simon	0811292138	Organizational	FNB Namibia
08-Feb	Breakfast	x22	Ms. Selma	0811292138	Organizational	FNB Namibia
08-Feb	Toiletries	x22	Ms. Selma	0811292138	Organizational	FNB Namibia
11-Feb	2nd-Hand Blankets		Ms. Kito Hochrecther	082771726	Individual	
18-Feb	Brand New Wheelchair	x1	Ms. Pia Teek	0812580032	Organizational	Freshly Farm
18-Feb	Brand New Walker	x1	Ms. Pia Teek	0812580032	Organizational	Freshly Farm
19-Feb	Bread	x10	Mr. Erasie			
19-Feb	Bread Buns	x35	Mr. Erasie		Organisational	
26-Feb	Bones		Ms. Selma Hipondoka	082460016	Organisational	State House
26-Feb	Onions	x15	Ms. Selma Hipondoka	082460016	Organisational	State House
26-Feb	Green pepper	x10	Ms. Selma Hipondoka	082460016	Organisational	State House
26-Feb	Cooked Meat	x24	SWAPO Catering		Organizational	SWAPO Headoffice
26-Feb	Potato Salad				Organizational	SWAPO Headoffice
27-Feb	2nd-Hand Clothes		Shamiso	0813402404	Individual	

“Annexure U”

DONATIONS: MARCH 2024

Date	Description	Quantity	Amount	Donors	Contact	Capacity	Company Name
04-Mar	Bread	x2	N\$30	Erasie Kanime		Individual	Betties Investment
	Brochens	x63	N\$95				
05-Mar	TB Education			Ms. Ester		Organization	COHENA
08-Mar	Juice Boxes	x30	N\$2,700	Mrs Vero		Organization	
08-Mar	Brochens	x24	N\$36	Erasie Kanime		Individual	Betties Investment
	Bread	x9	N\$135				
13-Mar	Bread	x5	N\$75			Individual	Betties Investment
	Brochens	x42	N\$63				
16-Mar	Lunch	x26	N\$1,820	Church		Organization	Windhoek south church
18-Mar	2nd-Hand clothes				0812526240	Individual	
19-Mar	Bread	x10	N\$150				Betties Investment
	Brochens	x60	N\$90				
21-Mar	KFC Streetwise One and Chips	x24	N\$981,60	Mrs Selma	0816141294	Organization	Christ Embassy
	Cooldrinks	X24	N\$264				
22-Mar	Bread	x6	N\$90				
	Brochens	x6	N\$9				
25-Mar	Lunch	x32	N\$2,240	Taleni Mabakeng	0812939468	Organization	National Panning Commission
31-Mar	Lunch	x25	N\$1,250	Pastor Bettie Sara	0813997012	Organization	

DONATIONS: APRIL 2024

Date	Description	Quantity	Amount	Donors	Contact	Capacity	Company Name
03-Apr	Food Items	x299	N\$17,442	Deb Marine and Namra	0812981843	Organisation	Deb Marine and Namra
03-Apr	2nd-Hand Clothes	x1 Bag		Mr Owen	0813402404	Individual	
07-Apr	Bread	x10					
	Brochens	x60		Mr. Erasie		Individual	Betties Investment
08-Apr	Lunch	x26		Ns.Meriam katusuva	0812617486	Organisation	St Edward /St Augustine's Catholic Parish
12-Apr	Bread	x5		Mr, Erasie	0813402404	Individual	Betties Investment
	Brochens	x24					
16-Apr	Bread	x9		Mr. Erasie	0813402404	Individual	Betties Investment
	Brochens	x42					
18-Apr	2nd-Hand Clothes	x1 Bag		Mr. Toruvanda	0813722130	Individual	
19-Apr	Bread	x14		Mr. Erasie	0813402404	Individual	Betties Investment
	Brochens	x42					
22-Apr	Yoghurt	x50		Ms:Alpha Uazeua	0612994700	Organisation	Namibia Diaries
	Oshikandela	x50					

City of Windhoek
City Council
PO Box 59
Windhoek
Namibia

Erf Three Five Seven Five
Klein Windhoek CC
cc/2003/0425
PO Box 97346
Windhoek

19th of June 2022

Re: Application for a 3-story house on Erf 3575, Klein Windhoek, Windhoek, Namibia

Dear Madame, dear Sir,

We hereby apply to your esteemed City Council to allow us to erect a 3-story house on the above-mentioned Erf in Klein Windhoek.

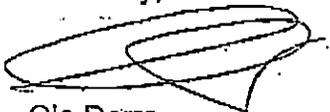
One of the biggest reasons to have designed a 3-story house is, that the erf itself has a big slope from the driveway, which forms our ground level, to the end of the erf (towards the river). The difference is approximately 6 meters. The cost to fill up and build retaining walls for the entire erf would be too costly; therefore, we have decided to have an underground parking lot to minimize the costs. And whilst having the parking lot, we also have added a home theater as well as a gym on the same floor.

We have tried to fit all on 2 levels, but this was not possible as we have been waiting a long time to build our dream house and therefore have designed the house to that extent that it will meet our needs in future. We have 3 children, and we wanted the bedrooms to be spacious enough.

Also take note that the mother of my wife is not getting younger, and it will be time soon for us to take care of her and there we have added an extra room for her. There is also an additional room for my wife who is in the music industry, and she needs her own studio to compose and play her music.

We trust that the above-mentioned meets your favorable approval and allows the application to be approved.

Sincerely,



Ole Derra

Applicant: JANOLÉ RYDRA
Erf No.: 3575
Tel. No.: 081 207 7780

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, BICKSON SIMPHINE MAGIDA the Owner of Erf R/3704, which is adjacent* to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input checked="" type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient):

I herewith declare that the above is true and correct

Signed: *[Signature]*

Tel: 081 146 0090

Date: 03/04/2024

Signatory must attach copy of ID



*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street.

Applicant:	
Erf No:	
Tel No:	

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, G. Schurz the Owner of Erf 2708 which is adjacent* to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input checked="" type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient):

I herewith declare that the above is true and correct

Signed: [Signature]

Tel: 0811290057

Date: 2/6/2022

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or

City of Windhoek

Department of Urban and Transport Planning
Urban Planning Division

Applicant:	DOMINIC DONLA
Erf No:	2706
Tel No:	2780

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, JOHANNES A. BURGER the Owner of Erf 2706, which is adjacent*
to Erf 3575 have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input checked="" type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

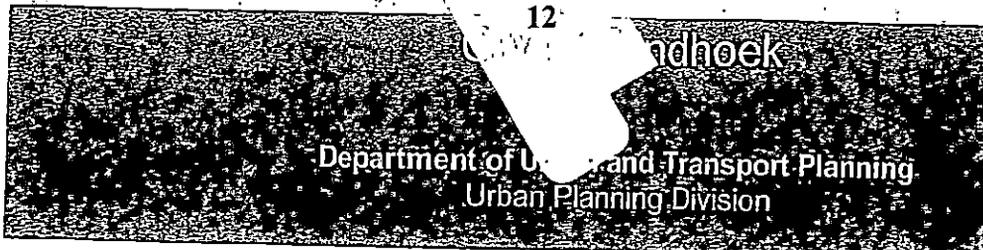
Reason for objection, if any (please elaborate on separate form if space is insufficient):

I herewith declare that the above is true and correct

Signed: [Signature]
 Tel: 0811291791
 Date: 16/05/2022

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or



Applicant: ANOLE DARRA
 Erf No.: 3575 kw
 Tel. No.: 2648128/2780

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, Connie H. Zomig the Owner of Erf 3574 kw, which is adjacent* to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input checked="" type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient):

I herewith declare that the above is true and correct.

Signed:
 Tel: 0811294182
 Date: 04 July 2022

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street.



Applicant:	PAVLOU DEAN
Erf No:	3575
Tel. No:	081 147 7049

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, Herman Heyman, the Owner of Erf 3064, which is adjacent* to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input checked="" type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient):

I herewith declare that the above is true and correct

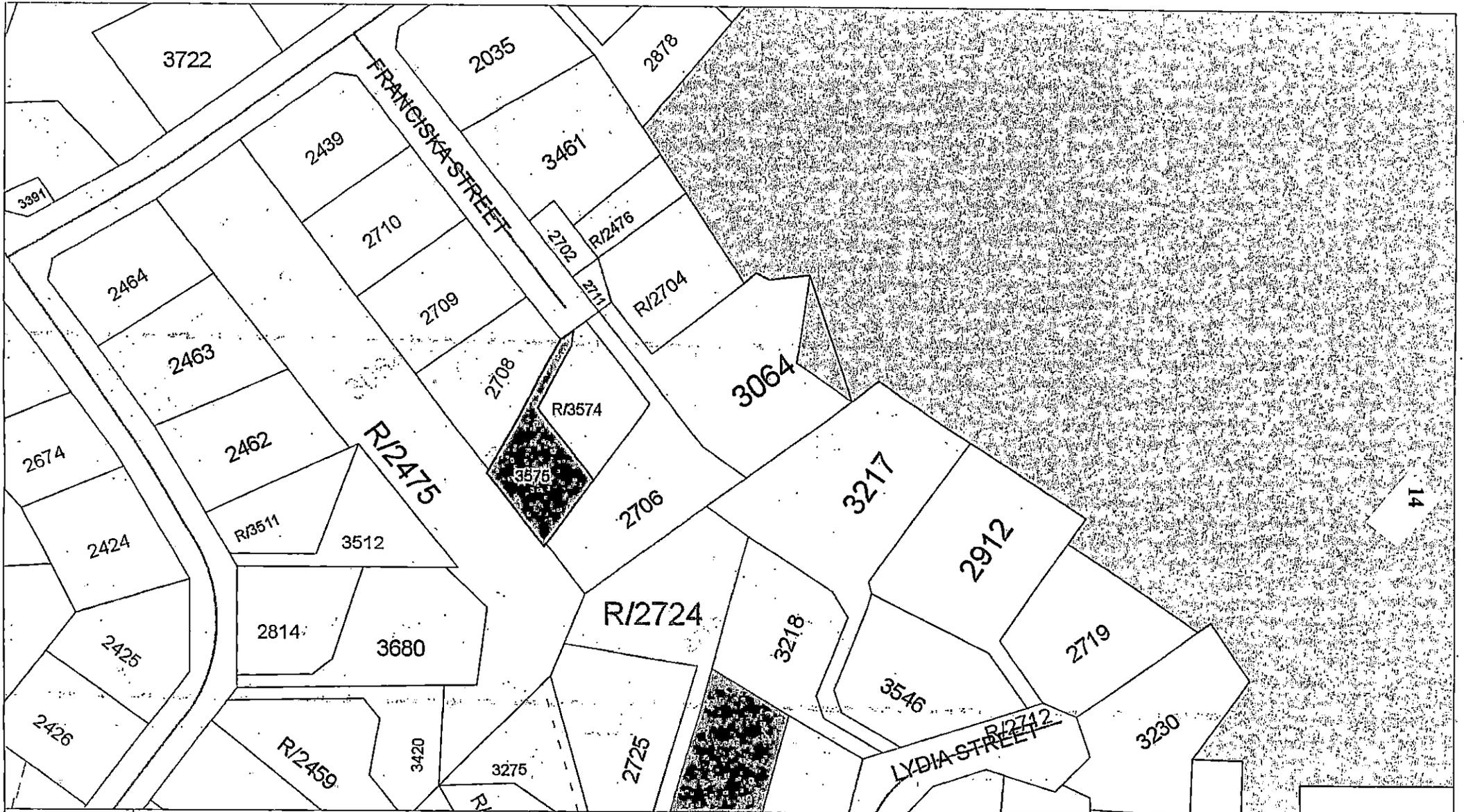
Signed: [Signature]

Tel: 081 147 7049

Date: 01/06/2022

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street.



LOCALITY PLAN OF ERF 3575 KLEIN WINDHOEK

NOTES

Compiled by: VERENTY KABOZU

Date: 7/5/2024



While due care has been taken by the Publisher in compiling this map, no responsibility will be accepted by the City of Windhoek for errors or omissions. The Publisher, excludes all warranties, and disclaims any responsibility to any person for loss or damage suffered from any use of this map.

Applicant: JAWOL DWA
Erf No. 3571/1a
Tel. No. +264 71 28778

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

*Reply to E-Mail from
14 April 2022 received
at 15⁰⁰*

Please mark where applicable

(1) ADJACENT ERF OWNER'S COMMENTS

I, Theo + Nadja Klattke the Owner of Erf 3572 which is adjacent to Erf 3575 have seen the drawing showing the structure to be erected thereon

More than 2 Storey residential dwelling	AGREE <input type="checkbox"/>	OBJECT <input checked="" type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient)

The envisaged 3 Storey dwelling will infringe on my private sphere. The proposed building is situated opposite our property and the direct view from the lower ground floor is directly into our bedroom and recreation area, let alone 2nd + 3rd floor

I herewith declare that the above is true and correct

Signed: [Signature]

Tel: 081 245 2229

Date: 20 April 2022

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street

Copy

To: City of Windhoek
Attn: Town Urban Planning
Mr N. Samuel

5 July 2022

Ref: Objection of proposed building ERF 3575 Klein Windhoek

Dear Mr Samuel,

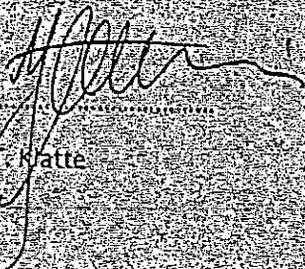
Your letter dated 19 June 2022 and 22 June 2022, which was received by Nampost on 4 July bears reference.

As indicated by mail on 20 April 2022, we object to the erecting of a THREE STOREY building in a residential area. Reasons for objection are that our private sphere in- and outside will be infringed upon. The lower floor would look directly into our bedroom which is on the first floor and in addition, directly on to our recreation outside area. No other houses in the direct or indirect area are 3-storey dwellings, this is not common practice in a residential area. We object to the envisaged square meter size exceeding the coverage of the erf. This too, is not common practice in the COW residential area.

By Investment 110cc, as owners of Erf 3512 KW, we Theo and Nadja Klatte object to the proposed erection of a 3-storey residential building on Erf 3575 KW.

Yours faithfully


N.G.L. Klatte


T. Klatte

CITY OF WINDHOEK
DEPT OF URBAN PLANNING
2022-07-14
UREA TIG

Received: Nerriny

City of Windhoek
 Department of Urban and Transport Planning
 Urban Policy Division

Applicant: DM of DWT
 Erf No.: 3575 KW
 Tel. No.: 06 81 281 2180

NEIGHBOUR CONSULTATION FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of Coverage
- C: Exceeding of Outbuilding Size
- D: Relaxation of Building Lines

ADJACENT ERF OWNER'S COMMENTS:

I, Imme Hucke the Owner of Erf 3680, which is adjacent* to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey Residential Dwelling	AGREE <input type="checkbox"/>	OBJECT <input checked="" type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input checked="" type="checkbox"/>
Exceeding of Outbuilding Size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines (3m; 5m; 7m)	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

(Kindly tick the appropriate box above)

Reason for objection, if any (please elaborate on a separate page if the space below is insufficient):

The house to be erected has three levels. The concern is the 2nd storey level which invades our privacy into our Erf. To make space for the lower floor, soil has been pushed into the river, changing its course, this does concern me and has been mentioned on site. Concerns over severe rainfall effect on the altered river flow.

I herewith declare all information contained herein as true and correct

Signat: [Signature]

Tel: 081 128 3729

Date: 04/07/2023

Signatory must attach a copy of his/her identification

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street.

The building also exceeds the maximum allowed coverage area and I cannot see why this is allowed on this project and not on other building sites.

Conclusion: Objection due to 2nd storey affecting our privacy which is an invasion of our living area.

Department of Urban and Transport Planning
PO Box 59
80 Independence Avenue
Windhoek
Namibia

[Handwritten signature]
[Handwritten initials]

15 July 2022

For Attention: The Chief Executive Officer

Dear Mr. Samuel,

We acknowledge receipt of your letter dated 19 June 2022, which we received on return from our travels in South Africa on 11 July 2022, re the issue of neighbour permission required via signature for the erection of a building three storeys high which also requires building line relaxation on Erf 3575, which is our adjacent neighbour.

Previously we have also met with the architect Reggie Hansen on Erf 3575 on Friday 20 May 2022. Based on the discussions and observations we made at the Erf, we saw first-hand the invasion of privacy on our Erf 3680 – especially with regard to our lounge, bedroom and swimming pool areas and we questioned the Erf coverage. We have also observed that some of the soil from the plot on Erf 3575, during excavations has altered the course of the river which is a concern should there be a huge flood in future. We did highlight this to Mr. Hansen as well.

We then completed a "Neighbour Consent Form" where we indicated our initial objection.

TO CONCLUDE: WE OBJECT TO THE ERECTION OF A PROPOSED THREE STOREY BUILDING ON ERF 3575 AND RELAXATION OF THE BUILDING LINES

Grounds:

- (1) Invasion of our privacy.
- (2) Exceeding coverage, we are opposed to the relaxation of the building lines.
- (3) Three storey construction is not the norm in the area.

I will therefore will NOT be able to avail myself to sign-off the building plans as requested.

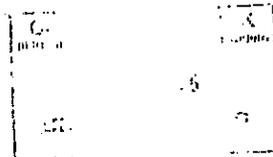
Thank you,

Your sincerely,

[Handwritten signature]

Imme Hucke-McFarlane (100% member Werner & Gudrun Behnsen Properties CC)

Erf 3680



City of Windhoek Department of Urban and Transport Planning Urban Planning Division	Applicant:
	Erf No.:
	Tel No.:

NEIGHBOUR CONSENT FORM

COMMENTS REQUIRED FOR:

- A: More than 2 Storey Residential Dwelling
- B: Exceeding of coverage
- C: Exceeding of outbuilding size
- D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, Doris Kruke the Owner of Erf 5680, which is adjacent to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input type="checkbox"/>	OBJECT <input checked="" type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient):

The new 2nd storey residential structure exceeds the 2nd storey level which exceeds the permitted height.

To make sure that the height of the structure is within the permitted height, the applicant should submit a revised drawing to the City Engineer and the City Engineer should be consulted on the proposed structure.

The applicant should also submit a site plan showing the proposed structure and its location on the erf.

I herewith declare that the above is true and correct

Signed: [Signature]
 Tel: 281 23 3729
 Date: 28 May 2008

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street.

NEIGHBOUR CONSENT FORM

- COMMENTS REQUIRED FOR:
- A: More than 2 Storey Residential Dwelling
 - B: Exceeding of coverage
 - C: Exceeding of outbuilding size
 - D: Relaxation of Building Lines

Please mark where applicable:

(1) ADJACENT ERF OWNER'S COMMENTS:

I, James Kruke the Owner of Erf 3680, which is adjacent* to Erf 3575, have seen the drawing showing the structure to be erected thereon.

More than 2 Storey residential dwelling	AGREE <input type="checkbox"/>	OBJECT <input checked="" type="checkbox"/>
Exceeding of Coverage	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Exceeding of outbuilding size	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>
Relaxation of Building Lines	AGREE <input type="checkbox"/>	OBJECT <input type="checkbox"/>

Reason for objection, if any (please elaborate on separate form if space is insufficient):

The new structure has more than 2 storeys. The concern is the 2nd storey level which exceeds the allowed coverage.

To make sure to the best of my knowledge and belief that the proposed structure will not cause any adverse effect on the health, safety or convenience of the adjacent erf.

I hereby declare that the above is true and correct.

I herewith declare that the above is true and correct

Signed: [Signature]

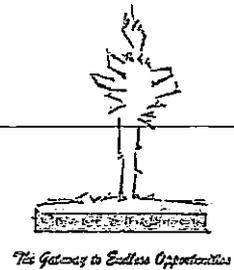
Tel: 291 22 3724

Date: 21 May 2020

Signatory must attach copy of ID

*Immediate neighbours include owners of properties that share borders or are separated by pan-handle accesses or small watercourses and public open spaces as well as those opposite across the street.

21/20



MEMORANDUM OF UNDERSTANDING

ENTERED INTO BY AND BETWEEN

WELWITCHIA HEALTH TRAINING CENTRE

Registration Number 2017/0002, a private company incorporated in terms of the Statutes of the Republic of Namibia, whose principal place of business is:

39 Post Mall Street, Windhoek City Centre
P.O. Box 98604, Pelican Square,
Windhoek,
Namibia.

Herein represented by **Dr. Andreas Mwoombola** in his capacity as the *Rector* and duly authorized thereto and whose contacts are: Web Address: www.welwitchia.com.na

(Hereinafter referred to as "WHTC")

AND

CITY OF WINDHOEK

Duly established in terms of the Local Authorities Act, Act No 23 of 1992
Herein represented by **Mr. Moses Matyayi** in his capacity as *Chief Executive Officer* and duly authorized thereto and whose business address is:

80 Independence Avenue
P.O. Box 59
Windhoek
NAMIBIA

Telephone: +264 61 290 2615

Fax: +264 61 290 2344

Website: www.windhoekcc.org.na

(Hereinafter referred to as the "CoW")

(Hereinafter jointly referred to as the "Parties")

PREAMBLE

WHEREAS the WHTC, as an Institution of Higher Education, values the practical and academic experience of its students by providing students with an opportunity to understand real-life professional, technical and workplace environmental skills and to apply theoretical knowledge while studying;

WHEREAS the CoW desires to facilitate the required practical experience for students from the WHTC, as part of its social responsibility to ensure a better workforce for the benefit of the Namibian society at large and;

WHEREAS the Parties are united by common interests and objectives in skills and academic development;

WHEREAS the Parties by reason of their objectives are called upon to establish channels of communication that will facilitate intellectual interaction; and

NOW THEREFORE because of mutual benefits to the Parties in the advancement of research, public engagement and education through the scholarly contributions of each, it is appropriate and advantageous to the Parties to enter into this Memorandum of Understanding which MoU shall be read together with any other agreements which Parties may embark on.

TO THIS END THE PARTIES HERETO AGREE AS FOLLOWS:

1. COMMENCEMENT AND DURATION

This Memorandum of Understanding (hereinafter "MoU") shall be valid for a period of five (5) years from the date of signature by the Parties and may be renewed by written agreement between the Parties, at least thirty (30) days prior to the expiration of the term, for another additional term of five (5) years, subject to the same terms and conditions set forth herein.

2. OBJECTIVE

The objective of this MoU is to structure the relationship between CoW and WHTC in anticipation of Namibia's impending challenges related to job creation and entering the job market for graduates as well as equipping students with the necessary know-how in their relevant field.

In addition, the following are the objectives of the MoU:

2.1 Establish a regular internship and graduate programme for suitable students of the relevant and agreed faculties of WHTC as and when suitable to both parties and no cost to council.

2.2 Cooperation on capacity building through various fields/ courses of studies offered by WHTC including short courses, research and innovation, academic training and workshops/conferences aimed at mentoring, training and educating employees for skill enhancement.

2.3 Collaboration on curriculum development in various fields.

3. AREAS OF COOPERATION

3.1. The Parties agree to collaborate on matters related to:

- Training and Capacity Building (officials)
- Integration of work-based learning for students
- Research and Development
- Health and Environmental Management
- Waste Management and Sanitation
- Employee Wellness Programme and Occupational Health
- Peri-urban agriculture and food-security
- Community Development

4. INTELLECTUAL PROPERTY

The Parties acknowledge that any intellectual property created by a student during a placement remains the property of both Parties.

5. BREACH AND CANCELLATION

- 5.1. Should either Party commits a breach of any of the terms and conditions of this MoU and fail to remedy the breach within 14 (fourteen) days after receiving written notice calling upon them to do so, then the other Party will be entitled, to cancel the MoU by written notice to that effect to the other Party.
- 5.2. Either Party may cancel this MoU by giving three (3) months' notice of its intention in writing to the other Party.

6. DISPUTE RESOLUTION

Should any dispute or differences whatsoever arise at any time between the **Parties** concerning this MoU or its construction or effect as to the rights, duties and/or liabilities of the **Parties** or any of them under or by virtue of this MoU or otherwise as to any other matter in any way arising out of the subject matter of this MoU, then;

The **Parties**, through their respective representatives, shall endeavour to settle the dispute between them amicably. If, within seven (7) days after the date of the delivery of the declaration of a dispute, the **Parties** have not settled the dispute between themselves, then in that event, either Party shall within 14 (fourteen) days written notice to the other Party be entitled to cancel this MoU.

7. JURISDICTION

This MoU is governed by the laws of the Republic of Namibia only and is subject only to the jurisdiction of the Courts of the Republic of Namibia.

8. RELAXATION/WAIVER

No indulgence, leniency or extension of a right, which either of the **Parties** may have in terms of this MoU, and which either Party (the "grantor") may grant or show to the other Party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this MoU, or be construed as a waiver by the grantor of that right.

9. DOMICILIUM AND NOTICES

9.1 The **Parties** hereby choose as their *domicilium citandi et executandi* for all purpose in terms hereof at the addresses set out below:

9.1.1 For CoW:

80 Independence Avenue

P O Box 59

Windhoek, Namibia

Tel : +264 61 290 2615

Fax: +264 61 290 2344

www.windhoekcc.org.na

9.1.2 For WHTC:

Channel Life Building
39 Post Mall Street

Windhoek City Centre

P.O. Box 98604

Pelican Square

Windhoek

Namibia

Tel: 061-247238

www.welwitchia.com.na

9.2 The Parties may change their *domicilium citandi et executandi* on 14 (fourteen) days written notice to the other Parties to any other address in the Republic of Namibia which is neither a Post Box nor poste restante.

9.2.1 Notices addressed by either Party to the other with reference to this memorandum of understanding or delivered to the addressee's domicilium address shall be deemed to be received by the addressee, until contrary is proven:

- (i) If posted by prepaid registered mail, 5 (five) business days after the date of posting thereof;
- (ii) If hand delivered during business hours on an ordinary business day, upon delivery;
- (iii) If sent by telefax or email, on the 1st (first) business day following the date of transmission of such telefax or email.

9.2.2 All notices given in terms of this memorandum of understanding shall be given to the Parties at their chosen domicilium.

10. AMENDMENT AND VARIATION

10.1 This MoU may be amended by mutual consent, in writing, and signed by both parties hereto.

10.2 This MoU constitutes the whole understanding and no warranties or representations, whether express or implied, other than those contained in this MoU, have been made. No variation of or addition to this MoU shall be of any

force and effect unless reduced to writing and signed by or on behalf of the Parties.

11. SIGNATURES

The Parties hereto have executed this MoU by their duly authorised representatives on the day and at the place referred herein, each Party receiving one (1) copy hereof.

FOR:

FOR:

WELWITCHIA HEALTH TRAINING CENTER

CITY OF WINDHOEK

Place **Date**

Place **Date**

Andreas Mwoombola
Rector

Moses Matyayi
Chief Executive Officer

Witness

Witness

Signature

Signature



22 March 2023

Mr. Faniel Maanda
Acting Chief Executive Officer
City of Windhoek
P. O. Box 59
Windhoek

Dear Sir

RE: REQUEST FOR MEMORANDUM OF UNDERSTANDING WITH WELWITCHIA HEALTH TRAINING CENTRE

The above subject refers.

I am writing to formally request the City of Windhoek to enter into a Memorandum of Understanding (MOU) with Welwitchia Health Training Centre, a registered and accredited Higher Education Institution. Our institution offers programmes in health, social, management, and technical sciences on a full-time basis, and we place great emphasis on practical training to equip our students with the necessary skills and knowledge required in their respective fields.

We seek to collaborate with the City of Windhoek in the areas of research, community development, and student placements. Specifically, we are interested in exploring partnerships in research related to public health, community development projects that aim to improve access to quality healthcare, and placement opportunities for our students in various departments of the City of Windhoek.

We believe that such a partnership will enable us to achieve our shared goals of improving the quality of healthcare services in Namibia. Moreover, this collaboration will not only benefit our institutions but also contribute towards the socio-economic development of the country.

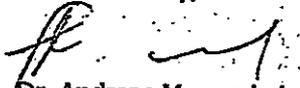
WELWITCHIA HEALTH TRAINING CENTRE (WHTC)
183 Industrial Str, Lafrenz Ext 1, Northern Industrial Area, P.O Box 98604, Pelican Square, Windhoek, Namibia
Directors: Prof.S. N Iipinge, Mrs.M. Pendukeni, Tel: +264(0) 61 247 238
www.welwitchia.com.na
NCHE Reg No: R0015. NOA Reg No: 000056. HPCNA Reg No: 21362. Company Reg No: 2017/1002.

We would like to inform you that we welcome any standard MOU which City of Windhoek may have for our consideration. The MOU will outline the specific terms of our collaboration, including the scope of our partnership, the areas of cooperation, the expected outcomes, and the responsibilities of each party.

Welwitchia Health Training Centre is committed to excellence in education, research, and community service. We are confident that our partnership with the City of Windhoek will provide valuable opportunities for our students, contribute towards the development of the healthcare sector in Namibia, and help to create a healthier and more prosperous society.

Thank you in advance for being so considerate, and we look forward to working with the City of Windhoek towards our shared goals.

Yours sincerely,


Dr. Andreas Mwoombola
Rector



WELWITCHIA HEALTH TRAINING CENTRE (WHTC)
183 Industrial Str, Lafrenz Ext 1, Northern Industrial Area, P.O Box 98604, Pelican Square, Windhoek, Namibia
Directors: Prof.S. N Ilipinge, Mrs.M. Pendukeni, Tel: +264(0) 61 247 238

www.welwitchia.com.na

NCFE Reg No: R0015. NOA Reg No: 000056. HPCNA Reg No: 21362. Comorv Reg No: 2017/1002.



Draft Action Plan City of Windhoek and Welwitchia Health Training Centre

Contacts:

City of Windhoek:

Mrs. Monika Sheefeni

Coordinator: Intergovernmental Relations

Monika.Sheefeni@windhoekcc.org.na

Welwitchia Health Training Centre :

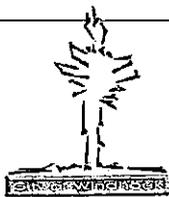
Act	Indicator	Activities	Project team	Timeframe	Comments
Training and Capacity Building (officials)	Officials are capacitated	<ul style="list-style-type: none"> Conduct a comprehensive assessment to identify the specific training needs of municipal officials. Organize regular workshops and seminars covering topics relevant to municipal governance and administration. Establish a mechanism for sharing educational resources, including materials and expertise, between the City and the University. 	Windhoek Mr. A. Nikanor Ms. H. Hangala Mrs P. Ngonga Ms. M. Nilingo	Annual	

<i>Integration of work-based learning for students</i>	Students gained practical experience	<ul style="list-style-type: none"> • Develop a structured training program for trainees that aligns with the needs of both parties. • Facilitate job attachments and internships for trainees in relevant areas of exposure. • Provide mentorship and guidance to trainees during their practical training period 	COW: Mr. A. Nikanor Ms. H. Hangala WHTC: HR	Quarterly	
<i>Research and Development</i>	Research reports are available	<ul style="list-style-type: none"> • Identify research areas of mutual interest and establish collaborative research projects. • Conduct joint research related to vocational opportunities including data collection, analysis, and publication. • Share research findings and insights to contribute to the advancement of knowledge in relevant fields. 	COW: Mr A. Nikanor Mr. I. Kahirika WHTC Ms. J. Ithindi Ms. K. Endjambi	Quarterly	
<i>Health and Environmental Management</i>	Improved Health and Environmental Management	<ul style="list-style-type: none"> • Collaborate on training programs for officials involved in conducting Environmental Impact Assessments (EIA). • Organize practical sessions on recycling, waste reduction, and proper disposal methods. • Collaborate on campaigns promoting sanitation, hygiene, and disease prevention. • Provide training on compliance and enforcement mechanisms. 	Windhoek: Ms. A. Kahitu WHTC Ms. J. Iithindi	Annual	

		<ul style="list-style-type: none"> Collaborate on research projects addressing emerging health and environmental challenges. 				
<i>Waste Management and Sanitation</i>	Improves the cleanness of the city	<ul style="list-style-type: none"> Develop training programs covering the entire waste management cycle, from collection to disposal. Conduct joint awareness campaigns on waste management and sanitation. Collaborate on research to improve landfill practices and explore alternative waste disposal methods 	Windhoek: Mr. G. Hengari WHTC Ms. M. Niingo	Annual		
<i>Employee Wellness Programme and Occupational Health</i>	Improved Work place	<ul style="list-style-type: none"> Conduct a comprehensive assessment to identify the specific wellness and health needs of City of Windhoek employees. Collaborate on organizing workshops covering topics such as stress management, mental health, and work-life balance. Conduct workshops on preventing workplace accidents and injuries. Explore new approaches to workplace wellness and share findings for mutual benefit. 	Windhoek: Ms. A. Mumbala WHTC Mrs. P. Ngonga	Annual		
<i>Peri-urban agriculture and food security</i>	Improved Food Security	<ul style="list-style-type: none"> Provide training and resources to community members interested in cultivating their own food. Collaborate on land use planning strategies for peri-urban areas to optimize agriculture. 	Windhoek: Mr. J. Kalundu WHTC Mr. J. Matinhure	Annual		

		<ul style="list-style-type: none"> • Collaborate on research projects focused on sustainable agriculture in peri-urban settings. • Investigate innovative farming techniques and technologies. • Develop training modules on climate-resilient farming practices. 			
<i>Community Development</i>	Community projects are available	<ul style="list-style-type: none"> • Collaborate on comprehensive assessments to identify the specific needs and priorities of the community. • Gather data on social, economic, and environmental factors affecting the community. • Implement youth-focused programs to promote education, skills development, and employment opportunities. • Offer mentorship programs and career guidance for young individuals. • Implement youth-focused programs to promote education, skills development, and employment opportunities. • Offer mentorship programs and career guidance for young individuals. 	Windhoek: Mr. J. Kalundu WHTC Ms. K. Endjambi	Annual	

MEMORANDUM OF UNDERSTANDING / TWINNING



**AGREEMENT
BETWEEN
THE CITIES OF WINDHOEK, THE REPUBLIC OF NAMIBIA
AND**

.....

Preamble

A preliminary or introductory statement reflecting on the reasons why the relationship should be established. This could be historic relationships between the parties, ongoing community-based engagements, statutory provisions, shared principles and values, developments in current affairs etc. Especially attached to a statute or constitution setting forth its purpose.

We, therefore, agree that:

High-level statements that warrants the agreement.

**Article 1
Purpose of the Agreement**

What is the purpose of formalizing the agreement?

**Article 2
Areas of Cooperation**

List of the areas of cooperation

**Article 3
Protocol for Delegations between the Parties**

Statements on how the agreement will be supported, for predominantly, exchange of visits, handling of official delegations, handling unofficial delegations, notice, to visits, and point of contact on all engagements.

**Article 4
Funding Arrangement**

Explain how the activities under the agreement will be funded. For example, budgetary provisions by parties, grants/sponsorships, etc

**Article 5
Point of Contact**

Commitment to assigning coordinating contact persons usually, international relations offices. Specify the timeframe within which this information should be exchanged- usually within 30 days of signing.

**Article 6
Periodic Work Programme, Monitoring and Assessment**

The measures that the parties put in place to ensure the successful implementation of projects under the agreement?

**Article 7
Amendment**

Terms on how necessary amendments to the agreement will be handled.

**Article 8
Settlement of Disputes**

Explain the manner in which the settlement of disputes will be handled.

**Article 9
Entry into force, Duration, and Termination**

Statements on the date, duration, and termination of the agreements

Signed this day of _____ 2024, in the City of Windhoek, Republic of Namibia.

*For and on behalf of the City of
Windhoek, Republic of Namibia*

*For and on behalf of the City of
.....*

.....
*Queen O. Kamati
Mayor of Windhoek*

.....
*Name of Counterpart
Mayor of,*



**TWINNING AGREEMENT
BETWEEN
THE CITIES OF WINDHOEK, THE
REPUBLIC OF NAMIBIA
AND
PRAGUE, CZECH REPUBLIC**



Preamble

Profound historic friendships have been created between citizens of the Czech Republic and the Republic of Namibia over the course of many years.

CONSIDERING the strong historical bond of friendship that exists between the two countries.

RECOGNIZING that the capital cities of Windhoek, Republic of Namibia, and Prague, Czech Republic, are the administrative mainstay of programmes of cooperation which have been developed by the two countries.

ACKNOWLEDGING their role to promote exchanges between educational institutions, economic ties and people to people relationships in both cities.

UNDERSTANDING to regularly exchange information related to emerging municipal governance strategies and innovations

MUTUALLY promoting cooperation in terms of youth development, sports, tourism, heritage and culture.

DECLARING their mutual desire to develop active and meaningful relations between both cities;

This Twinning Agreement between the Cities of Prague, and Windhoek, herein referred to as **Parties**, outlines our continued mutual commitment to the development of active and meaningful relationships between our residents, businesses, and community organizations to create and sustain a long-term twin city relationship.

We, therefore, agree that:

Article 1
Purpose of the Agreement

- 1.1 The purpose of this Agreement is to formalize the twinning of the two cities, Windhoek and Prague, in order to promote and strengthen friendly relations and cooperation in areas of mutual interest.

Article 2
Areas of Cooperation

- 2.1 The Parties will encourage the involvement of individual citizens and community groups in our twinning relationship to develop a spirit of cooperation and create strong bonds of friendship.
- 2.2 The working programs of co-operation will advance initial contacts between Windhoek and Prague and will encourage and facilitate other contacts, as well as promote effective co-operation and exchange of ideas in the focus areas of:
- 2.2.1 Exchange of information on Water Management techniques
 - 2.2.2 Cooperation in the field of Education, Training, and Development
 - 2.2.3 Exchange of information on Smart Cities and digitalization
 - 2.2.4 Exchange of information on Public Transport and Urban Mobility
 - 2.2.5 Cooperation in areas of Youth Development and Exchange Programmes
 - 2.2.6 Promotion of Sports, Tourism, Heritage and Culture
- 2.3 The parties can enter, if needs be, into additional agreements or any other form of arrangements for any sector other than those listed here above

Article 3
Protocol for Delegations between the Twin Cities

- 3.1 The Parties will support exchange visits between the two cities by ensuring that visitors are provided with the opportunity to explore their specific areas of interest and are offered the following courtesies:
- 3.1.1 **Official delegations** that are officially sanctioned by their respective municipal authorities will be greeted upon their arrival in the host city by a like delegation (in size and status) and will be hosted at such events as determined by the Office of the Mayor (or the Mayor's designate).
 - 3.1.2 **Unofficial delegations** (i.e., culture, sport, recreation, business, etc.), which include groups or individuals not officially sanctioned by their respective municipal authorities, will be greeted upon their arrival in the host city by appropriate persons

who can assist them with their specific interests (including assistance for billeting, tours and meetings where appropriate).

- 3.1.3 Each Party agrees to facilitate as far as possible, the visit of other delegations comprising of groups, such as exchange programs for school students and teachers, sports teams, business delegations or individuals who are not part of an official contingent.
- 3.1.4 Adequate notice of all delegations should be provided to the hosting City in accordance with this agreement.
- 3.1.5 The exploration of economic development and new business opportunities will be referred to the appropriate departments or agencies within each city.
- 3.1.6 All arrangements shall be made through the Office of the Mayor or by a designated Official for each Party.

Article 4
Financial Arrangement

- 4.1 All activities carried out under this Agreement, shall be decided on a case-by-case basis according to the existing financial conditions and budgetary availability of each Party.
- 4.2 Unless otherwise agreed by the Parties, each Party shall bear its own costs related to air travel and accommodation. The host Party shall be responsible for the cost of local transportation and meals for guest delegations, as may be necessary.

Article 5
Point of Contact

- 5.1 Both Parties agree to designate a Point of Contact which shall be responsible for inter-agency communication regarding activities being carried out under this Agreement. The relevant details for the Point of Contact for both Parties shall be provided within thirty (30) days of signing this Agreement.

Article 6
Periodic Work Programme, Monitoring and Assessment

- 6.1 The Parties agree to establish a periodic work programme of cooperation which shall include the content of activities proposed to be undertaken in the upcoming year.
- 6.2 To assess the cooperation, the parties agreed to establish a Joint Coordination Committee made of three representatives from each City and jointly chaired by the Accounting Officers of Windhoek and Prague.

6.3 This Committee will meet, depending on the resources, once a year, alternatively in one of the two Cities. During these meetings, the Committee can eventually call upon outside expertise depending on the sectors on the agenda of the meeting.

**Article 7
Amendment**

7.1 This Agreement may be amended at any time by mutual agreement between the Parties. The Parties shall specify the date on which any agreed amendment will enter into force.

**Article 8
Dispute Settlement**

8.1 Any dispute that may arise between the Parties relating to the interpretation or application of this Agreement will be resolved by consultations or direct negotiations between the Parties.

**Article 9
Entry into force, Duration and Termination**

9.1 This Agreement shall enter into force on the date of signature by both Parties.

9.1.1 The present Agreement shall remain in force for an indefinite period unless terminated by either Party.

9.1.2 Either party may terminate this Agreement by giving at least ninety (90) days prior written notice to the other Party, of its intention to terminate this Agreement.

9.1.3 The termination of this Agreement shall not affect the programs under execution unless the Parties agree otherwise in writing.

Signed this day of _____ 2024, in the City of Windhoek, Republic of Namibia.

*For and on behalf of the City of
Windhoek, Republic of Namibia*

*For and on behalf of the City of
Prague, Czech Republic*

.....
*Clr. Queen O. Kamati
Mayor of Windhoek,
Namibia*

.....
*Bohuslav Svoboda
Mayor of Prague
Czech Republic*

OFFICE OF THE CHIEF EXECUTIVE OFFICER

59

80 Independence Avenue
WINDHOEK, NAMIBIA

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www.cityofwindhoek.org.na

Enquiries: C. Eita
Email address: ceit@windhoekcc.org.na
Tel number: (061) 2902285Date: 20 December 2023
Ref: Prague CooperationAmb. Pendapala Naanda
Executive Director
Ministry of International Relations and Cooperation
Private Bag 13347
WINDHOEK

Dear Amb. Naanda,

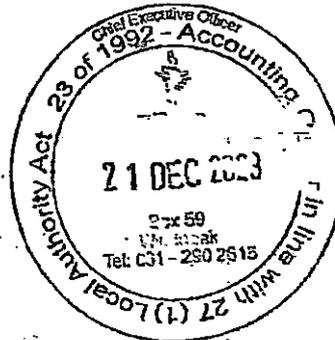
**RE: PROPOSED COOPERATION BETWEEN THE CITY OF WINDHOEK AND
THE CITY OF PRAGUE, CZECH REPUBLIC**

I acknowledge receipt of your letter dated 27 November 2023, on the above caption subject matter.

In this regard, I am pleased to inform you that your request has been forwarded to the relevant department for technical contemplation and recommendation to Council for a final decision. Once this exercise is completed, your office will be notified accordingly.

For ease of coordination and follow ups, kindly liaise with our Mr. Eita, Manager: External Relations and Networking who is reachable at Tel: +264 612902285 or Email: Christopher.Eita@windhoekcc.org.na.

Yours sincerely,

Moses Matyayi
CHIEF EXECUTIVE OFFICER



REPUBLIC OF NAMIBIA

MINISTRY OF INTERNATIONAL RELATIONS AND COOPERATION

Tel. (061) 2329111
 Telegram: MINFORA
 Fax (061) 221937/231145/220165
 E-mail: info@minfora.gov.na
 Enquiries: Felix Tshagwendere
 Ref: 1/A2/2

Private Bag 13347
 WINDHOEK

27 November 2023

Mr. Moses Matyayi
 Chief Executive Officer
 City of Windhoek
 Private Bag 59
 Windhoek

Dear Mr. Matyayi,

PROPOSED COOPERATION PARTNERSHIP BETWEEN THE CITY OF WINDHOEK AND THE CITY OF PRAGUE, CZECH REPUBLIC

Kindly be informed that the City of Prague in the Czech Republic has proposed cooperation partnership with the City of Windhoek in the following areas:

1. Water management
2. Cooperation in the field of education
3. Smart city and digitization
4. City transportation

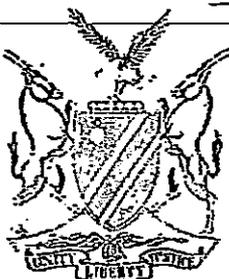
The City of Windhoek is therefore requested to look into these proposed areas of cooperation and revert to the Ministry.

Yours sincerely,

(Signature)
 Penda A. Naanda
 Executive Director



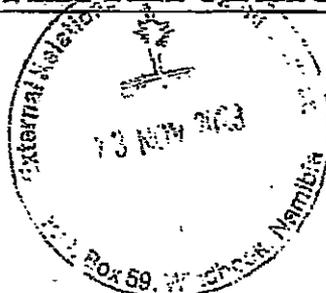
All official correspondence must be addressed to the Executive Director



EMBASSY OF THE REPUBLIC OF NAMIBIA

Tel: (030) 25 40 95-0
 Fax: (030) 25 40 95 -55
 E-mail: info@namibia-botschaft.de
 Ref: 5/3/3
 Enq.: M. Farmer

Reichsstrasse 17
 14052 Berlin



3 November 2023

Amb. Penda Naanda
 Executive Director
 Ministry of International Relations and Cooperation
 Private Bag 13347
 Windhoek

Dear Ambassador Naanda,

CITY PARTNERSHIP BETWEEN CITY PRAGUE - CZECH REPUBLIC AND CITY OF WINDHOEK

I have the honour to refer to previous exchanges, regarding a possible partnership between the City of Prague in the Czech Republic and the City of Windhoek.

The Embassy through its Honorary Consul in the Czech Republic proposed a partnership between the two cities and as such the following areas of possible cooperation were proposed.

- Water Management
- Cooperation in the field of education
- Smart city, digitisation
- City transport

It will be highly appreciated if the City of Windhoek can look into these proposed areas and indicate if there are any interest from the Namibian side.

The Ministry is kindly requested to convey the information to the City of Windhoek for their consideration.

Your cooperation in this regard will be highly appreciated.

Yours sincerely,

Martin Andjaba
 Ambassador

All correspondences to be addressed to the Ambassador

[Municipal Council Minutes: 2024-02-29(01-25)]

10.2.1

**GOV.1 [CEO] ESTABLISHMENT OF A TWINNING
RELATIONSHIP BETWEEN THE MUNICIPAL
COUNCIL OF WINDHOEK AND THE CITY
OF PRAGUE, CZECH REPUBLIC
(3/1/6/9/2)**

On proposal by Councillor B Araeb, it was

RESOLVED

1. That the debate on this matter be suspended in terms of Rule 28(1) of the Standing Rules and Order, until the next ordinary Council meeting scheduled to be held on 28 March 2024 in order for the Councillors to appraise themselves with the matter.
- 1.1 That the Chief Executive Officer (Manager: External Relations and Networking) also engage Councillor Dr JS Amupanda in respect of the latter's input on the content of the submission during the Council meeting, for incorporation into the abovementioned item, prior to placement on the Council Agenda, for consideration.
- 2- That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 13/02/2024

[Municipal Council Minutes: 2024-04-04(03-28)]

**1.1 GOV.1 [CEO] ESTABLISHMENT OF A
TWINNING RELATIONSHIP BETWEEN THE
MUNICIPAL COUNCIL OF WINDHOEK AND
THE CITY OF KRASNOYARSK, RUSSIAN
FEDERATION
(3/1/6/9/2)**

On proposal by Councillor B Araeb, it was

RESOLVED

- 1 That the proposed Twinning City Agreement and Action Plan between the Municipal Council of Windhoek and City of Krasnoyarsk, Russian Federation, attached as pages 13 - 15 and 15(a) respectively to the agenda, be approved, subject to the development of the standard template on twinning city agreement.
- 1.1 That the Manager: External Relations and Networking table a standardized template/framework on Twinning Agreement before the Councillors Advisory Committee on External Relations, Mayoral Affairs and Co-operations for consideration/inputs and approval
- 1.1.1 That the Councillors Advisory Committee on External Relations, Mayoral Affairs and Cooperations also relook at Articles 8 and 9 of the Agreement.
- 2 That the signing ceremony be held on the exact convenient date to be agreed between the parties.
- 3 That the Chief Executive Officer (Manager: External Relations and Networking) make logistical arrangements for the signing ceremony.
- 4 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 42/04/2024



**Draft Windhoek and Prague Cooperation
Action Plan**



Main Goal	Sub Goals	Project Team	Timeframe	To Do	Indicators of Success
1. Water Management	<ul style="list-style-type: none"> Water Management Techniques Managing Water Ecosystems in Water-Scarce Environments 	Windhoek: Mr. Sebastian Husselmann Prague:	2024	<ul style="list-style-type: none"> Team meetings and knowledge exchanges Share water strategies 	<ul style="list-style-type: none"> Improved Water Management in Windhoek
2. Education, Training and Development	<ul style="list-style-type: none"> Skills Development Promote cooperation between educational institutions in both cities 	Windhoek: Mr. Archie Nickanor Prague:	Annual	<ul style="list-style-type: none"> Staff Exchange Programs Scholarships Galvanize cooperation between educational institutions in both cities 	<ul style="list-style-type: none"> Technical Skills developed
3. Smart Cities and Digitalization	<ul style="list-style-type: none"> Digital Technologies and Innovation Smart city strategies and integrating 	Windhoek: Mr. Fillemon Neputa Mr. Clarence Rupingena	2024	<ul style="list-style-type: none"> Technical Exchange programs on data analytics 	<ul style="list-style-type: none"> Improved smart city innovation and technology

	various technologies and systems	Prague:		platforms, and smart grids, etc	
4. Urban Transport and Urban Mobility	<ul style="list-style-type: none"> Urban Transportation an Urban Form Urban Mobility 	Windhoek: Mr. Pierre van Rensburg Prague:	Annual	<ul style="list-style-type: none"> Exchange on sustainable urban transport strategies Technical support in transport planning and infrastructure 	<ul style="list-style-type: none"> Improved urban mobility
5. Youth Development and exchange programmes	<ul style="list-style-type: none"> Youth exchange Programmes 	Windhoek: Mr. James Kalundu Prague	2024	<ul style="list-style-type: none"> Twinning of school Development of youth policies 	<ul style="list-style-type: none"> Effective implementation of youth and sports exchange programmes
6. Sports, Tourism, Heritage and Culture	<ul style="list-style-type: none"> Sports exchange programmes Enhance Tourism Promotion Cultural exchange programmes 	Windhoek Mr. Sydney Goagoseb Ms. Grace Pujatura Prague	2024	<ul style="list-style-type: none"> Development of sports exchanges youth and adult rugby, football and other sports codes. Share information on marketing strategies to effectively promote local attractions, events, and activities Participation on cultural activities and exhibitions management 	<ul style="list-style-type: none"> Successful implementation of tourism promotion strategies, sports and cultural exchange programmes

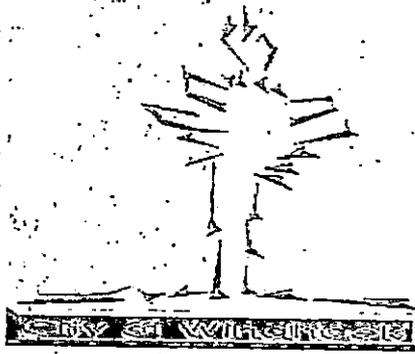
Signed on this date _____ 2024, in Windhoek, Republic of Namibia

For and on behalf of the City of
Windhoek, Republic of Namibia

.....
Cllr. Queen O. Kamati
Mayor of Windhoek,
Namibia

For and on behalf of the City of
Prague, Czech Republic

.....
Bohuslav Svoboda
Mayor of Prague,
Czech Republic



The Gateway to Endless Opportunities

FLEET MANAGEMENT POLICY

To enhance the quality of life for all our people by rendering efficient and effective municipal services

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CITY OF WINDHOEK:
FLEET MANAGEMENT POLICY

PREAMBLE

Windhoek Municipality has a legal obligation to protect municipal assets.

These assets include the municipal vehicle fleet, as defined, as well as vehicles, used by the municipality on lease or loan basis.

This policy excludes vehicles used subject to a specific agreement, such as vehicles used by councillors, City Police Vehicle and certain management personnel, as well as private vehicles of officials' subject to specific conditions of employment.

It is therefore accepted that where an official or councilor has access to a vehicle subject to an agreement as mentioned, such an official or councilor will not have the automatic right to use an official municipal fleet or lease vehicle.

1. DEFINITIONS

The municipal fleet vehicle shall mean an official municipal vehicle listed in the fleet vehicle register and shall include pool vehicles, as also motorized equipment such as graders and front-end loaders;

Municipal lease/hire vehicle shall, save for contrary stipulations contained in the lease/hire agreement, in which event the lease/hire agreement shall take precedence, for purposes of this policy be regarded to be of the same status as a municipal vehicle and shall include "Vehicles subject to specific agreements";

Official Passenger shall include all officials and or employees and non-employees who have the necessary prior written authority to be a passenger in an Official Vehicle;

Official Vehicle shall have the same meaning as "Municipal Vehicle" and vice versa;

Private Passenger shall mean non-employees who may or may not have the prior written authority to be a passenger in an Official Vehicle;

Unofficial Passenger shall mean officials and or employees and non-employees and or private passengers who do not have prior written authority to be a passenger in an Official Vehicle;

Vehicle on tour shall mean a vehicle used for out of city trips and stand-over outside the Municipal jurisdiction;

Pool Vehicle shall mean all Official Vehicles that are not designated to a specific Department and remain in the pool to be used for official purposes as and when the need arises and the necessary authority obtained;

Vehicles subject to specific agreements shall have the same meaning as "Municipal lease/hire vehicle".

- 1.1 Clause headings appear in this Policy for purposes of reference only and do not influence the interpretation thereof.
- 1.2 If any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of this Policy, notwithstanding that it is only contained in the interpretation clause.
- 1.3 Any reference to the singular includes the plural and vice versa,
- 1.4 Any reference to a natural person includes legal persons and vice versa,
- 1.5 Any reference to a gender includes the other genders;

2. **POLICY STATEMENT**

The municipal vehicle fleet is an asset by which services are delivered and therefore the management of the fleet is very crucial. The overall management of fleet operations is centralized to the Fleet Management Division of the Finance and Customer Services Department.

This policy serves to regulate the management and operational requirements of the Municipal vehicle fleet, which includes vehicles owned by the municipality, which are either permanently allocated to Departments, falls within the vehicle pool or are leased vehicles.

It should be noted that the conditions stated in this Policy do not apply to the City Police Department

3. LEGISLATIVE FRAMEWORK

This policy is informed by among other things:-

- The Constitution of the Republic of Namibia.
- Local Authorities Act, Act 1992 (Act No. 23 of 1992), as amended.
- Road Traffic and Transport Act 22 of 1999
- Labor Act, 1992: Regulations Relating to the Health & Safety of employees at work
- Environmental Management Act, No. 7 of 2007
- Motor Vehicle Accident Fund Act No. 10 of 2007

4. USE OF MUNICIPAL FLEET VEHICLES

Municipal vehicles are provided strictly for official use and shall not for any reason, be used for private or any other purpose without obtaining the necessary written authority of the Manager: Municipal Fleet or his delegate prior to the envisioned private or other use, except in the event of any of the following situations, where authority may be obtained or conduct ratified after the fact:

4.1 General Interest of the public

4.1.1 Where an official while officially using a municipal vehicle is required to, in the general interest of the State, Public Services, or of the general public as a whole, assist in conveying a person or persons in such a municipal vehicle free of charge.

4.1.2 Examples of this type of situation would be:-

- a. Where an official is required to act as a guide,
- b. Where it is required that an eminent person be presented at an inspection,
- c. where it is required that an eminent person make an address at an official function.

4.2 Accident or breakdown

4.2.1 Whilst using a municipal vehicle on official duty, he comes across an accident or breakdown, and the vehicle involved in the accident or breakdown creates a risk for road safety and only when he is convinced that his action will not cause damage to the municipal vehicle, he may remove such vehicle from the road surface.

- 4.2.2 Such an official may further undertake to deliver a message to summon assistance to a service station, or a business undertaking or an address on his authorized route.
- 4.2.3 Where persons have sustained injuries and/or are stranded as a result of the accident or the breakdown the municipal official may, if necessary, use the municipal vehicle to convey the injured who can be moved safely, and their personal effects, free of charge to a hospital or doctor on the official's authorized route or the nearest hospital or doctor, and convey the person/s who are stranded and their personal effects free of charge to a hotel or address on the authorized route.
- 4.2.4 The residential address/es of the injured conveyed, if obtainable, and of the stranded person/s as well as the registration number/s of the vehicle/s involved in the accident or breakdown must be recorded in the log-book of the municipal vehicle or on the trip authority form and
- 4.2.5 The official shall make it clear to the injured and/or their relatives or the stranded person/s, at the scene of the accident or breakdown, that they are being conveyed at their own risk.

4.3 Serious emergency, catastrophe or revolt

In cases of a serious emergency, catastrophe or revolt, and the absence of arrangements and instructions issued under statutory authority or other law or by the Accounting Officer or a particular Department, sub-paragraphs 4.2.1-4.2.5 shall apply mutatis mutandis to the circumstances under paragraph 4.3.

5. USE OF MUNICIPAL VEHICLES FOR SOCIAL EVENTS AND FUNERALS

- 5.1 An official having to attend a social function in his official capacity may use a municipal vehicle for his conveyance as well as that of his spouse subject thereto that the prior-written authority from the Manager, Municipal Fleet or his delegate has been obtained as stipulated in paragraph 4, and further subject thereto that the terms and conditions of this Policy are strictly adhered to at all times.
- 5.2 In the event of the funeral of a municipal employee, Municipal Vehicles may be utilised for transport of fellow municipal employees attending such a funeral service, subject thereto that the prior written authority from the Manager, Municipal Fleet or his delegate has been obtained as stipulated in paragraph 4, and further subject thereto that the terms and conditions of this Policy are strictly adhered to at all times.

6. STANDARD CONDITIONS APPLICABLE TO USE OF MUNICIPAL VEHICLES UNDER ALL CIRCUMSTANCES

In addition to the necessary prior authority to be obtained under paragraph 4, the further following standard conditions shall apply in respect of the use of all municipal vehicles:

- 6.1 Use must be made of the municipal vehicle already allocated to the official or employee or available at the Department office, institution or station. The most economical vehicle suitable for the service must be used.
- 6.3 Sufficient space must be available in or on municipal vehicle and the available space must not be required for official purposes or the special purpose of the particular transport service authorized or to be ratified after the fact.
- 6.4 The municipal vehicle may not be overloaded.
- 6.5 An appropriately licensed and duly authorized official or employee who is on official duty must drive or operate the vehicle.
- 6.6 The municipal vehicle may not deviate from its authorized route or be delayed in the private interests of the driver or the passengers or connection with the loading and unloading of private property or goods.
- 6.7 No unofficial passengers (this includes all persons whose conveyance in municipal vehicles are not necessary for the execution of official duties, as well as municipal officials or employees who are off duty) except for or other than for those described under sub-paragraphs 4.1-4.3 and spouses under paragraph 5, shall be allowed to be transported in official vehicles.
- 6.8 No private or unofficial passengers other than for those addressed in sub-paragraphs 4.1-4.3 and paragraph 5 shall be transported in municipal vehicles without the express prior written consent of the Manager: Municipal Fleet or his delegate being obtained following written motivation for each separate instance where such private or unofficial persons are requested to be transported.

- 6.9 Sub-paragraph 6.8 shall mutatis mutandis apply to requests for instances of transport of private property or goods.
- 6.10 The use of municipal vehicles for purposes such as proceeding home for meals, making social calls, doing personal shopping, taking relatives for outings and making detours for any private purpose whatsoever is strictly not permissible and is a violation of this Policy as well as of the Code of Conduct for Municipal Employees.
- 6.11 Official drivers and passengers may convey in municipal vehicles such as personal luggage as is required by them on a particular journey. Losses of or damage to such luggage must be dealt with following municipal policy.

7. **INDEMNIFICATION OF MUNICIPALITY AGAINST INJURY, HARM, AND LOSS**

In instances of any person conveyed in or making use of any municipal, the Municipality and/or its employees or persons in the service of the Municipality shall not be liable to such person conveyed or his spouse, parent, child or any other person howsoever related to such a person for any loss or damage resulting from any bodily injury, loss of life or loss of or damage to property caused by or arising out of or in any way connected with the conveyance in or the use of a municipal vehicle, unless such person is so conveyed or makes use thereof in, or in the interest of, the performance of the functions of the Municipality. The provisions of this section shall not affect the liability of a person in the service of the Municipality who wilfully causes the said loss or damage.

8. **TRIP AUTHORITY FORMS**

- 8.1 Before any trip being undertaken in a municipal vehicle an official driver must complete his portion of the trip authority form by signing and printing his name, further stating his ID number, pay number and telephone number.
- 8.2 The trip authority form must then be submitted to his supervisor, who must sign it and also furnish his name in print, inserting also the title and telephone number.
- 8.3 The trip authority form must then be submitted to the Manager of the Department who must sign it and also furnish his name in print, inserting also the title and telephone number.
- 8.4 The driver must then fully execute the instructions on the trip authority.

8.5 Standard trip authority forms are obtainable from the Fleet Management Divisions.

8.6 In any instance where the need arises for a trip to be undertaken in the absence of a supervisor, or Fleet Manager in the execution of official duties, such trip, including all points and reasons, should also be logged to the Fleet Management Division

9. ISSUING AND RECEIVING OF VEHICLES

9.1 All municipal vehicles must be issued on the day of travel unless advance authority to park the vehicle at home has been obtained.

9.2 The driver must carry his license and be able to show it upon request.

9.3 The signed trip authority must be carried in the municipal vehicle with a copy placed on the file at their respective offices.

9.4 The intended time of departure and return is to be recorded on the municipal vehicle issue form and compared against the actual time of return. Continued late return of vehicles may lead to a refusal to allocate vehicles in the future.

9.5 Before the departure of the municipal vehicle the Supervisor together with the driver will complete a vehicle issue form, recording the condition of the vehicle, the quantity of fuel in the tank, checking and verifying all other accessories and equipment.

9.6 Following the inspection the driver will sign for the municipal vehicle, taking responsibility for the vehicle at that point.

9.7 Upon return of the municipal vehicle, it will be checked in, using the same process. The driver must hand in all petrol /diesel/oil purchase slips to the Fleet Supervisor for verification after each trip.

9.8 Drivers shall personally be held liable for any damage caused negligently to any municipal vehicle and may further be held liable for excessive fuel consumption that cannot be reasonably explained.

10. LOGBOOKS

10.1 Logbooks and all forms and documentation for use with municipal vehicles are obtainable from Fleet Management Division.

- 10.2 Hired/loaned vehicles shall be supplied with logbooks for purposes of recording distance travelled concerning fuel consumption.
- 10.3 Logbooks must be completed in detail either directly before or immediately after a trip is or has been undertaken.
- 10.4 The Fleet Supervisor and the official driver using the vehicle, in turn, are responsible for the safe custody of the log book.
- 10.5 Logbooks for municipal vehicles shall be submitted to the Fleet Management Division office every week.

11. LOAD ON VEHICLES

- 11.1 The load on any municipal vehicle may not exceed the maximum recommended by the manufacturer of the referred vehicle which can be determined by subtracting the tare of the vehicle from the GVM (gross vehicle mass) indicated on the left-hand side of the vehicle.
- 11.2 Loads transported on or in a municipal vehicle, shall be properly safeguarded at all times to prevent any potential damage or loss.
- 11.3 When a towed unit is used, the total mass of this unit may not exceed the mass of the towing vehicle concerned and as prescribed by the manufacturers.
- 11.4 Damage or loss caused by overloading or negligence in the control over a load on municipal vehicles will be recovered from the user Department.
- 11.5 Drivers shall personally be held liable for any penalty that may be imposed by a court of law for an infringement of the Road Traffic and Transport Act 22 of 1999 in respect of overloads and unsafe loads carried.

12. REQUIREMENTS FOR DRIVING MUNICIPAL VEHICLES

- 12.1 All official drivers shall own a valid driver's license, operator's card/ certificate as well as driving permit issued strictly by the Windhoek Municipality, authorizing such a driver to drive any municipal vehicle in any particular class permitted by the valid driver's license of the official.
- 12.2 All Traffic Rules and Regulations under the Road Traffic and Transport Act 22 of 1999, including any other regulations made applicable to users of municipal vehicles shall at all times be strictly observed and adhered to by official drivers.
- 12.3 Applicable speed limits shall at all times be observed and may not be exceeded for whatever reason.
- 12.4 Drivers shall personally be held liable for any fine issued and/or penalty that may be imposed by a court of law for an infringement of the Road Traffic and Transport Act 22 of 1999 in respect of speeding vehicles and exceeding speed limits.
- 12.5 Drivers shall not under any circumstance drive municipal vehicles while under the influence of intoxicating liquor or narcotic drugs or substances.

13. ENSURING CARE AND EFFICIENCY IN THE OPERATION OF MUNICIPAL VEHICLES.

- 13.1. Officials using municipal vehicles shall display at all times the utmost care and efficient handling of municipal vehicles, to the reasonable satisfaction of the Manager: Municipal Fleet Division.
- 13.2. All municipal vehicles shall at any given time be subject to inspection by duly authorized officials.
- 13.3. Municipal vehicles are the assets and property of the municipality and should at all times be available to be handed over to the responsible officer for continuous official use if the present user is not engaged in operations that require such a vehicle.

14. SAFE CUSTODY OF MUNICIPAL VEHICLES

- 14.1 Officials in charge of municipal vehicles must ensure that vehicles are adequately and safely garaged or parked behind a locked gate and or door-at all times while parked and not in use.

- 14.2 Parking of municipal vehicles in use during office hours and execution of duties shall be done in a manner as to ensure that the vehicles are adequately, safely and legally parked.
- 14.3 Responsible and adequate precautions shall at all times be taken to safeguard municipal vehicles, including accessories and tools, against theft, irregular and unauthorized use, damage and fire.
- 14.4 When a municipal Vehicle is garaged or parked, every precaution must be taken to safeguard it against damage, theft or irregular use. The hand brake must be applied, and where the vehicle is parked on a slope, the front wheels must be turned towards the curb or against the slope, and furthermore, where such vehicle has a conventional gearbox either low gear or reverse gear must be engaged, and if it is fitted with an automatic gearbox the gear selector lever must be moved to "P" (park) position.
- 14.5 The windows of a garaged or parked municipal vehicle must be closed. The doors must be locked and the ignition key and the door lock key must be removed and kept in safe custody. At the Municipal premises where caretakers or watchmen are on duty, ignition keys shall be handed in at a central point where it will be easily accessible to the caretaker or other users of the vehicle to move the vehicle if and when so required. This shall also be the case with pool vehicles within a Department, where a central access point where vehicle keys are to be left in safe custody shall be identified by the Department Manager.
- 14.6 Under no circumstances and at no time, may articles or documents, whether municipal or private property, be left on or under the seats, on the floor or in the glove box of a municipal vehicle used on official duty while such vehicle is parked. Where such articles and documents must of necessity be left in the vehicle, it must be locked away in the boot.
- 14.7 When, on account of their mass and size, it is impracticable to move articles to the boot of the municipal vehicle or in instances where special heavy vehicles are carrying large consignments of municipal property and/or goods, the driver shall take all possible and practical precautions in order to safeguard such property and/or

goods and not absent himself from the vehicle unless the safety of the property and/or goods can reasonably be guaranteed.

- 14.8 When and where possible, municipal vehicles must be garaged or parked free of charge on municipal premises under carports and in parking areas where access is restricted to official municipal staff only and where unauthorized persons do not have free access to such premises and vehicles.
- 14.9 In instances where adequate parking for municipal vehicles is not available on municipal premises, the Manager: Fleet Management Division shall with the necessary authority arrange for rental of secure parking space through the normal Procurement Management Unit of the Municipality. Such rented parking shall be identified to official drivers who will be required to garage and park official vehicles on such rented premises.
- 14.10 Where it is required for municipal vehicles to be used after working hours and over weekends for purposes of official standby duties, and such vehicles have to be garaged and parked on private premises when not in use, such parking and garaging arrangements have to be approved in writing by the relevant Department Manager on the relevant form. Parking and garaging under such circumstances shall mean that the official vehicle is parked in a secure and properly lockable area or garage. A full description of the address and the facility where the vehicle is to be garaged and parked in these instances shall be recorded on the form or an annexure to the form for purposes of insurance coverage. The onus is on the Department Manager to ensure that the municipal vehicle under the circumstances about sub-paragraph 14.9 is garaged and parked under conditions covered and approved by the Municipal Insurance Broker at the time. User Departments are at all times responsible for the cost of official vehicles and any municipal property, equipment and tools carried thereon.
- 14.11 In the case of vehicles on tour, the most suitable arrangements must be made to ensure the safety and security of the municipal vehicle where facilities for official garaging or parking are not available. Any expenditure incurred in this regard shall be payable by the Department using the vehicle.

14.12 Where an authorized official makes use of parking meters, parking garages or parking lots while on duty, the expenditure actually and necessarily incurred shall be refunded to him by his Department.

14.13 Authorized drivers responsible for vehicles shall personally be held liable for any loss caused or damage suffered by the municipality as a result of the said driver's non-compliance with the stipulations contained in this paragraph.

15. IGNITION AND DOOR-LOCK KEYS OF MUNICIPAL VEHICLES.

15.1 Fleet Management and all officials or employees in charge of Municipal Vehicles must ensure at all times that the ignition, door-lock and other keys of the vehicles being used are suitably safeguarded against loss or theft. When vehicles are parked overnight or longer, such keys shall be handed in or be kept safe where they may not be easily accessible. This includes locking such keys in a SANS approved lockable safe.

15.2 The Manager: Fleet Management Division shall ensure that duplicate keys of municipal vehicles are kept separately and locked up in a SANS approved lockable safe at the offices of the said Manager.

15.3 In the case of pool vehicle, the keys must be handed into the relevant Fleet Supervisor when the vehicle is finally returned, who in turn shall ensure that the keys are kept safe as stipulated under this paragraph.

15.4 All cases of loss or theft of keys of Municipal Vehicles shall be reported without delay to the Manager: Fleet Management Division. Duplicate keys for the subject vehicle shall be obtained from the Manager: Fleet Management Division who will arrange for new keys to be cut on instructions of the Department Manager concerned, either to be retained as a new duplicate key or to be issued to the authorized driver on the return of the duplicate key.

15.5 Where no duplicate keys are available, the Manager: Fleet Management Division may authorize the changing of the locks on the vehicle of which the key is lost or stolen, following consultation with the Manager of the Department concerned.

- 15.6 Where keys have been lost or stolen, the authorized driver shall report the incident to the Department Manager concerned as well as the Manager: Fleet Management Division. The driver shall not arrange for new keys to be cut unless expressly authorized to do so and the instruction of the Manager of the Department concerned must be complied with, via the office of the Manager: Fleet Management Division.
- 15.7 The cost of replacement of lost or stolen keys alternatively the cost of changing the locks on a municipal vehicle of which the keys have been lost or stolen shall be borne by the Department concerned.

16. ROADWORTHINESS OF MUNICIPAL VEHICLES.

- 16.1 Users shall at all times strive to keep vehicles in a roadworthy condition, with special emphasis on the steering, brakes, lights, wheel nuts, tire condition, and safety belts.
- 16.2. Any defects discovered shall receive immediate attention before they assume serious proportions or possibly cause resultant damage such as in cases where there is any indication of excessive engine heat or lack of oil pressure the engine shall be switched off immediately and the vehicle shall not be driven further under its power until the matter has been rectified.
- 16.3 While a municipal vehicle is being driven, the driver shall pay proper attention to the dash gauges and indicator, and immediately take appropriate action should anything untoward be noticed, for the prevention of damage or further damage to the vehicle or its components.

17. DISPLAY ON MUNICIPAL VEHICLES.

- 17.1 Except for the usual registration number plates, other approved plates or marks to indicate municipal ownership or the use of the municipal vehicle by a particular Department, the manufacturer's mascots and name and model inscriptions and clearance tokens, no marks, special or private insignia, mascots, stickers or advertising material may be displayed on any municipal vehicle without the approval of the Manager: Fleet Management Division in the case of municipal vehicles or the head of the Department concerned (in consultation with the Manager: Fleet Management Division) in the case of Department vehicles.

- 17.2 Municipal vehicles, with the exception of all general hire vehicles under all circumstances, which do not carry registration number plates on which appears a special registration mark approved by the provincial authorities and by which the vehicles can be identified as Municipal's vehicles, e.g. W1234M, must have separate plates on which a municipal ownership mark appears, and –
- 17.2.1 in the case of vehicles other than motorcycles and scooters, one such plate must be displayed on at least two sides of the vehicle and
- 17.2.2 in the case of motorcycles and scooters, such a plate must be displayed on at least one side of the motorcycle or scooter.
- 17.3 Fleet Number – all municipal vehicles must be allocated indicator letters, followed by a unique number, for each vehicle, by Fleet Management Division.
- 17.4 Information in respect of the carrying capacity to be displayed on certain vehicles on buses and goods vehicles, information regarding the tare (T), gross vehicles mass (GVM) and where applicable number of passengers must be stenciled or displayed in some other permissible manner in accordance with the requirements of the Road Traffic and Transport Act 22 of 1999
- 17.5 If a clearance certificate is lost or destroyed or illegible, this fact must be reported without delay to Fleet Management Division in the case of a pool vehicle, and to the head of the Department concerned in the case of a Department vehicle. The loss or destruction of a clearance certificate must immediately be investigated and reported to the police.
- 17.6 Maintenance of plates and information – officials must ensure that the registration number plates and the display, of the information, referred to in paragraphs 17.3 and 17.4, on the vehicles in their charge are always in good order and that the color of the plates, the letters, and the figures are maintained in a clear and distinct and legible condition at all times.

18. SPEEDOMETERS AND ODOMETERS AND ODOMETER SEALS.

- 18.1 It is important that the odometer should always reflect the true distance done by a municipal vehicle. Any defect in an odometer must as soon as is feasible be reported to the manufacturer for repair and any distance done but not recorded on the odometer must be estimated as accurately as possible and added to the reading on the meter when it is repaired.

19. GOVERNORS

- 19.1 Where a governor is fitted to a municipal vehicle it must not be tampered with.

20. CARE OF TYRES

- 20.1 Inflation of tires — inflation of tires to the pressures recommended by the manufacturer of the vehicle is of prime importance. Incorrect inflation is probably the main factor contributing to undue wear and premature failure of tires. To ensure the correct air pressure at all times it is important that the tires of vehicles be checked at least once a week. Besides, a visual inspection of the tires should be made daily. The City and national laws applicable to minimum tire tread depths must be adhered to at all times.
- 20.2 Inspection and rotation of wheels, except as indicated below, the rotation of wheels is not considered necessary.
- 20.3 On trucks with dual rear wheels, tires with approximately the same amount of wear should be paired. Dual wheels should be run in pairs until the difference in wear between the two tires becomes so great that the re-pairing of wheels is advisable.
- 20.4 In the case of a vehicle with a tandem rear axle it is imperative to systematically inspect the tyres and to maintain a reasonably equal rolling radius of the wheels on the front and the rear axles of the bogie by interchanging them in such a way as to maintain a similar rate of wear between the tyres on the front and the rear axles. Neglect of this aspect of constant rolling radius invariably leads to fighting between the front and rear axles, which results in heavy wear on tires and on axle components, except where an inter-axle differential is fitted.
- 20.5 Care must be taken that the wheel nuts are properly tightened immediately after a wheel has been rotated or replaced for whatever reason.

- 20.6 Precautionary measures – The following points should not be overlooked:
- 20.6.1 The replacement of dust caps on tire valves.
 - 20.6.2 The regular inspection of tires for cuts and bruises and stone wedged between dual rear wheels.
 - 20.6.3 The immediate removal of oil or grease on a tire.
 - 20.6.4 The proper mounting and removal of tires.
 - 20.6.5 The rectification of damage to rims, especially those of tubeless tires.
 - 20.6.6 The immediate rectifications of mechanical defects, which cause unequal tire wear.
 - 20.6.7 The use of the correct type of tires concerning the terrain at which the vehicle operates.
 - 20.6.8 Avoiding as far as possible any scuffing against or running or backing into a curb and running over projections.
 - 20.6.9 Avoiding sudden or fierce braking and unnecessary acceleration. These factors play an important role in causing excessive tire wear.

21. BATTERIES, TYRES, TUBES AND ESSENTIAL TOOLS.

- 21.1 Officials in charge of municipal vehicles must approach Fleet Management Division for the replacement of all unserviceable batteries, tubes, and tires and essential tools such as jacks and wheels spanners. In case of an emergency, these items may be bought locally subject to tender delegations, and in the case of-
 - 21.1.1 A battery- the battery being replaced must be handed into the supplier in part – payment for the new battery, and an invoice to that effect should be obtained. Where such an unserviceable battery is still under guarantee, such a guarantee must be returned to the supplier who issued it, for replacement free of charge.
 - 21.2 A tire- the unserviceable tire must be disposed of as prescribed in the paragraph dealing with Handling and Disposal of unserviceable tires, batteries, spare parts, accessories, tools, etc.
 - 21.3 Unserviceable jacks must be returned to Fleet Management Division.

22. FUEL AND OIL

- 22.1 Fuel and oil is obtainable from the municipal fuel depots and approved fuelling stations through the relevant means of the requisition.
- 22.2 When the Fleet Management System is implemented, Vehicles that are linked to the System, may refuel at garages that are linked to the System and all transaction slips shall be submitted to Fleet Management Division with their respective log sheets.
- 22.3 Only petrol/diesel/oil of the grade prescribed by the manufacturer of a vehicle may be used in municipal vehicles.
- 22.4 Given the fire hazard and the risk of theft, the transporting of additional amounts of fuel in separate containers is prohibited.
- 22.5 Fuel for use on machinery e.g. lawn mowers etc (which must be filled in containers) must be obtained with proper approval from the respective Departmental manager and the manager Fleet Management Division. Officials who need to fill in containers for this purpose must get approval before re-fuelling. A copy of such approval must be submitted to the Fleet Management Division.
- 22.6 Efforts should be made to establish the vehicle's fuel consumption. Knowledge by Fleet Supervisors on the consumption obtained over specific distances or periods is recommended. The discovery of a sudden increase in consumption over a short period also contributes to the immediate disclosing of losses resulting from theft, leakage or mechanical defects or the incorrect recording of fuel consumption.
- 22.7 Particulars regarding the fuel-intake must be completed in the logbook before the fuel-issuing book is signed. Make sure that all information is correct and legible. Ensure that the fuel tank is topped up at each refueling.
- 22.7.1 Fuel is available at the Fleet Management Division Fuelling station during the periods indicated herein below:
- 22.7.1.1 from 8:00 to 16:15 on "Weekdays".
 - 22.7.1.2 from 08:00 to 13:00 on "Saturdays".
 - 22.7.1.3 from 08:00 to 13:00 on "Public holidays except when on a Sunday".
 - 22.7.1.4 from 08:00 and 10:00 on weekdays: "Buses" only.

- 22.8 To facilitate control over fuel consumption, fuel tanks of municipal vehicles should always be filled to the maximum capacity of the tank without over-fuelling the tank.
- 22.9 When driving a municipal vehicle, the appropriate gear shall always be selected, with due regard to road conditions.
- 22.10 The municipal vehicle's speed should be kept as even as possible and the most economical speed for the particular vehicle shall be maintained, with due regard to the speed limits applicable from time to time.
- 22.11 Acceleration should be evenly and gently executed.
- 22.12 Any strong smell of fuel especially when the municipal vehicle is in motion must be investigated without delay. Besides causing wastage, fuel leaks are extremely dangerous.

23. IRREGULAR IMPROPER AND UNAUTHORISED USE OF MUNICIPAL VEHICLE

- 23.1 In the event that any municipal vehicle is used irregularly (not in line with this Policy), driven recklessly, neglected or misused, the matter shall be viewed in a serious light and disciplinary action against the offending official shall be taken exclusively from any proceedings which may be instituted in terms of the Road Traffic and Transport Act 22 of 1999.
- 23.2 Only standby vehicles and vehicles of personnel on official duty may be authorized for use after hours, provided a valid trip authorization document is in hand.
- 23.3 Illegal or unauthorized use of municipal vehicles are to be monitored by the Traffic and by the City Police and all municipal vehicles suspected of being misused are to be reported to the relevant Divisional Head.
- 23.4 Where municipal vehicles are used without authority, the official/driver concerned shall be disciplined and in addition to such disciplinary action be held liable for. -

23.4.1 The cost of the distance travelled, fuel consumed, incorporating drivers tariffs where applicable, and

23.4.2 Where the municipal vehicle was involved in an accident, the cost of repairing any damage caused to the vehicle as well as any amount expended in settling third-party claims arising out of the accident.

24. ACCIDENTS

24.1 The following procedure must be followed in the event of a municipal vehicle being involved in an accident, no matter how trivial and irrespective of whether or not any person or animal or property or another vehicle is involved:-

24.1.1 Call police or traffic officer if possible or, if no such officer is available, report the accident as soon as possible, but within 24 hours, to a police station or a police or traffic officer and furnish full particulars.

24.1.2 Supply the name and address of the driver of the municipal vehicle and the registration number of the vehicle to any other person having reasonable grounds for requesting the information.

24.1.3 Under no circumstances must any payment be offered or made to a third party or admission of guilt at the scene of the accident.

24.1.4 Endeavours must be made at all times to obtain a written statement from third parties who witnessed the accident.

24.1.5 Should a driver of a municipal vehicle be suspected of being under the influence of intoxicating liquor or narcotic drugs, this fact must be brought to the notice of the police or traffic officer called to the scene of the accident with the least possible delay, and every assistance must be rendered to him in ensuring that the suspected person be appropriately examined as soon as possible.

- 24.1.6 At least the following particulars, which are required for completing the accident report form, must be obtained as soon as possible, preferably at the scene of the accident:
- 24.1.6.1 The registration number makes and type of the other vehicle(s)
 - 24.1.6.2 The name, address, ID and home and work telephone number of the driver (s) and the owner(s) of other vehicles.
 - 24.1.6.3 The name of the insurance company/broker concerning the other vehicle (s) driver(s) and the owner(s) of the other vehicle(s).
 - 24.1.6.4 Whether the driver acted in his interests or the interests of the owner of the vehicle.
 - 24.1.6.5 The nature and extent of the damage caused to the other vehicle(s) in this particular accident only.
 - 24.1.6.6 The name, address, ID number, home and work telephone number and estimated age of any passengers and/or pedestrian(s) involved in the accident and of any person(s) killed or injured, as well as the nature and extent of injuries.
 - 24.1.6.7 A description of animals and fixed objects involved in the accident and the name and address of the owner, in the case of animals and also the name and estimated age of any headsman (men) who tended or drove the animals, as well as the nature and extent of injuries and damage.
 - 24.1.6.8 The name, address, ID number, and home and work telephone number of every witness, including the occupants of the other vehicle(s) concerned.
 - 24.1.6.9 Measurements for the preparation of a sketch of the scene of the accident.
 - 24.1.6.10 Whether or not the road was fenced in on either side or one side only.
 - 24.6.1.11 Reporting the accident (other than to the police)
 - 24.6.1.12 Wherever possible, photographs of the accident scene should be taken.
- 24.7 The driver of the municipal vehicle must make a suitable endorsement in the log-book of the vehicle and must without delay complete those portions of the accident report form for which he is responsible and must send the report together with statements by witnesses and other supporting documents, in duplicate in the case of both pool vehicle, permanently allocated vehicles and Department vehicles, to his Fleet Supervisor who should then submit to the Fleet Management Division for processing.

- 24.8 The Fleet Supervisor must ensure that the responsible Department representative furnishes the statement regarding the official usage of the municipal vehicle. The mechanical report must be completed by Fleet Management Division.
- 24.9 The Fleet Supervisor must send the original report form and all the supporting documents to Fleet Management Division. A copy of the report form and copies of supporting documents must be appropriately filed.
- 24.10 Legal proceedings – should the driver of a municipal vehicle be required to appear at an inspection and/or inquiry, or should any criminal or civil proceedings be instituted against him, he must immediately submit the summons, subpoena or notification to appear served upon him, to the Manager: Fleet Management Division in order that the insurance Representative may be consulted in the matter.
- 24.11 Third-party claims received must immediately be submitted, by the Manager: Fleet Management Division to the insurance representative in the case where a municipal vehicle is involved in the accident,
- 24.12 When receipt of a claim is acknowledged, it must be stated clearly in the letter of acknowledgment that it is being done without prejudice and that the claim is receiving attention. The letter must contain no statement or admission that could prejudice the Municipality's case.

25. SUSPENSION OF OFFICIALS FROM DRIVING MUNICIPAL VEHICLES

- 25.1 In the event of a municipal vehicle being or having been subjected to flagrant misuse or irregular use; or
- 25.2 where positive proof exists that an official is or was guilty of reckless, willful and negligent conduct while driving a municipal vehicle or such vehicle was involved in an accident while being so driven; or
- 25.3 where the driver of a municipal vehicle has been found guilty of driving such vehicle in a reckless, willful and negligent manner; or

- 25.4 where the service provider has indicated driver negligence, abuse, improper or total neglect of the operational manual of the vehicle any of which resulted in a breakdown; or
- 25.5 where an official driver was under the influence of intoxicating liquor or narcotic drugs or substances or the concentration of alcohol in his blood was not less than that prescribed by legislation while driving a municipal vehicle; or
- 25.6 where an official has been found guilty of using a municipal vehicle in contravention of any of the stipulations of this Policy;
- 25.7 Such official must immediately be suspended from driving a municipal vehicle until such time as prescribed corrective and reasonable action has been completed under the circumstances, and authority to recommence the driving of a municipal vehicle has been issued in writing by the Manager of the relevant Department in consultation with the HR Department and the Manager: Fleet Management Division.
- 25.8 The Fleet Management Division must be notified in writing of all suspensions and lifting of suspensions.

26. DAMAGE, LOSS, DEFICIENCIES, AND THEFT.

- 26.1 The Manager: Fleet Management Division together with the Manager: Cash Management Division shall oversee all accidents, deficiencies, theft, incidents, and losses concerning municipal vehicles.
- 26.2 Damage, losses, and deficiencies as a result of major and other inevitable causes and thefts should immediately be reported to the Fleet Supervisor concerned.
- 26.3 An official or employee who takes over a municipal vehicle must ensure that any damage or deficiency is immediate, in writing, brought to the attention of the Manager: Fleet Management Division.
- 26.4 A person who does not comply with the requirements of subparagraph 26.3 shall be deemed to have received the vehicle in good order.

- 26.5 Further to paragraph 26.4 the vehicle is the responsibility of the user Department and such Department will be held liable for any accident damage or loss not reported to Fleet Management Division beforehand.
- 26.6 Where incidents of damage, loss, deficiency, and theft occur, the official operating the municipal vehicle must immediately report the incident to his Supervisor, who in turn must notify the police within 24 hours and his Fleet Supervisor as well as Fleet Management Division without delay. Where an official returns a vehicle to the Fleet Management Division not in a condition as it was collected he must report any damage, loss, deficiency or theft, which has not yet been brought to notice. The Fleet Management Division shall ensure that all cases are properly investigated by obtaining all particulars, and statements required for such incidents.
- 26.7 Where incidents of damage, loss, deficiency, and theft occur while a vehicle is on tour, the official concerned must report the incident to the nearest police station within 24 hours and on his return to his headquarters to his Supervisor without delay, who in turn must notify the Fleet Management Division immediately. Where the official or employee returns a pool vehicle directly to Fleet Management Division on his return, he must immediately also report the incident to Fleet Management Division.
- 26.8 Restitution – if criminal proceedings are instituted against any person other than the official driver of the municipal vehicle or any other official in connection with the loss, theft, damage or misuse of the vehicle or its parts or accessories, the driver of the municipal vehicle concerned or a responsible official of his Department must report to Fleet Management Division, which will in-turn seek legal advice from Legal Services. Where a pool vehicle is involved, the steps prescribed in this subparagraph must be taken, wherever practicable, in consultation and collaboration with the relevant authority.

27. INSURANCE

- 27.1 Municipal vehicles are insured by insurance companies that cover the expenses incurred as a result of accidents, including claims of third parties, claims by authorized official passengers against the official drivers in respect of personal injuries or damage to municipal vehicles or the loss of or damage to State property.

Officials or employees driving a municipal vehicle and their passengers are covered by this insurance.

- 27.2 An official who while driving a municipal vehicle is involved in an accident and is subsequently charged with a criminal offense or against whom civil claims are brought by third parties can be defended through the Municipal Insurance Section. The officials at the municipality who is responsible for handling such cases must submit any documentation about the case to the insurance company.
- 27.3 An official who is injured while using a municipal vehicle on official duty either as a driver or as a passenger will be regarded as having been injured on duty and the matter will be dealt with following the arrangements applicable to injury on duty.
- 27.4 The cover and arrangements in the case of an injury on the duty of the driver of the municipal vehicle may not be applicable in a case where the driver –
 - 27.4.1 did not act in the performance of his official duties or did not act in a *bona fide* way (in good faith).
 - 27.4.2 exceeded his powers *mala fides* (in bad faith)
 - 27.2.3 without prior consultation with the Insurance attorney made an admission that harmed the municipality's case;
 - 27.2.4 used the municipal vehicle concerned without authority for other than official purposes;
 - 27.2.5 where applicable, did not have an appropriate driver's license;
 - 27.2.6 handled the municipal vehicle without having been properly authorized to that;
 - 27.2.7 allowed the vehicles to be handled by a person not authorized to do so;
 - 27.2.8 without authority deviated from the authorized or official trip or route, or handled or used a municipal vehicle or occupied the driver's seat while the engine was running, and
 - 27.2.9 he was under the influence of intoxicating liquor or a drug having a narcotic effect; or
 - 27.2.10 the concentration of alcohol in his blood was not less than that prescribed by legislation and this could have resulted in or contributed to liability being incurred, in such cases own legal counsel must be obtained.

28. PURCHASE RESTRICTION

- 28.1 Purchases should be limited to immediate requirements of commodities and services essential for the roadworthiness, operation, and maintenance of the municipal vehicles.
- 28.2 Tools, accessories and a locking type fuel tank cap may not be bought under any circumstances unless prior approval was obtained from Fleet Management Division in the case of pool vehicles or from the Department if it is a Departmental vehicle.
- 28.4 Additives purchased to protect the cooling system must contain the SABS mark of approval.

29. SERVICING OF MUNICIPAL VEHICLES

- 29.1 All municipal vehicles shall be serviced following this Policy and specifications prescribed by the manufacturers.
- 29.2 For the necessary servicing, repairs, and attention, all municipal vehicles shall be taken to Fleet Management Division.
- 29.3 A new "booking" service system will be in operation in the 2018/2019 financial year. All Services should be booked at the Reception Office at Fleet Management and the Client Officers are at hand to assist the clients.
- 29.4 A prominent sticker indicating the kilometer reading when the vehicle is due for the next service will be attached to the speedometer of the vehicle.
- 29.5 Vehicles due for service must be reported to the Division: Fleet Management Reception office and a time and date for the service, that will suit both parties, must be arranged.
- 29.6 The Fleet Management Division will tend to services reported and properly booked 500 km before the kilometre reading as indicated on the service sticker. The 500-kilometer leeway as indicated is provided to arrange a date and time that would suit both parties.

- 29.7 Municipal vehicles that exceed the kilometer reading as indicated on the service sticker will not be serviced unless accompanied by a memorandum, with reasons, signed by the Divisional Manager/Supervisor in control of the vehicle.
- 29.8 Municipal vehicles that exceed the indicated service interval will not be released until the service has been performed. The service will only be performed after receipt of the memorandum signed by the Divisional Manager/Supervisor. A vacant time slot for the service must be available and it is possible that a municipal vehicle could be retained for several days if advanced bookings result in a full schedule.
- 29.9 A standard service interval of 10 000 km will be used for both petrol and diesel powered vehicles.
All new vehicles are to be serviced as indicated in the Manufacturer's service booklet.
Services must be reported during the 500-kilometer leeway before the actual kilometres indicated on the sticker.
- 29.10 All municipal vehicles will receive a routine lubrication service and a check-up at the Service Bay every 10 000 km and a full maintenance service every 20 000 km.
- 29.11 Adjustments and repairs. When the official in charge of the vehicle hands the vehicle over for servicing, he must report any adjustments or repairs, which he considers to be necessary, to Fleet Management.
- 29.12 Petrol and oil additives. No petrol and oil additives other than those prescribed by the manufacturers of the vehicle concerned may be used.

Important information to be noted by Departments/Divisions for planning purposes.

The time required for the 10 000-km services plus check over will vary and is estimated to take between two and four hours. If defects are found during the check over the repair time will increase.

The municipal vehicle will be needed for a period of at least two days for the 20 000 km full maintenance service. (The availability of labor, spares, and material will determine the turnaround time)

30. REPAIRS AND REPLACEMENT OF PARTS AND ACCESSORIES

- 30.1 All repairs, replacement of parts and accessories shall be done by/through the Vehicle Fleet Division
- 30.2 Warranty – all warranties shall be monitored to avoid wasteful expenditures that might arise.

31. METHOD OF PAYMENT TO SERVICE PROVIDERS FOR SERVICES AND SUPPLIES

- 31.1 All payments to service providers shall be processed through the Vehicle Fleet Division and Cash Management Division.

32. HANDLING AND DISPOSAL OF UNSERVICEABLE TYRES, BATTERIES, SPARE PARTS, ACCESSORIES, TOOLS, etc

- 32.1 Items to be returned to Fleet Management Division:
- 32.1.1 All unserviceable tires of all municipal vehicles must be returned to Fleet Management Division.
- 32.1.2 Batteries that were for any reason not handed over for part payment during their replacement.
- 32.2 All items to be returned must be forwarded most safely and economically. In all cases, a label must be attached to the item and the number of the vehicle from which it has been removed must be recorded on the label.
- 32.3 Regardless of whether commercial garages assist officials in this regard the instructions regarding the method of return must be complied with.
- 32.4 Items to be scrapped – Replaced parts that do not have to be disposed of must be dumped or left at the garage or workshop where the repairs were undertaken.
- 32.5 Disposal – all unserviceable accessories, tools, parts, etc must be disposed of through public auction or as per Council resolution.

33. WITHDRAWAL OF VEHICLES FROM SERVICE

- 33.1 Municipal vehicles shall be withdrawn from service based on one or a combination of the following factors:
- 33.2 Municipal vehicle age – In situations where the following vehicle age; maximum kilometers; or maximum hours are reached, replacement is compulsory.
- 33.2.1 Sedans - 160,000km or (10 years if the vehicle has not already traveled 160,000km)
- 33.2.2 Light delivery and medium delivery vehicles – 160,000km or (10 years if the vehicle has not already traveled 160,000km)
- 33.2.3 Heavy duty trucks – 200,000km or (12 years if the vehicle has not already traveled 200,000km)
- 33.2.4 Buses – 180,000km or (11 years if the bus has not already traveled 180,000km)
- 33.2.5 Motorcycle 80,000km or (8 years if the vehicle has not already traveled 80,000km)
- 33.2.6 Tyre dozer - 10,000 hours or (10 years if the vehicle has not already operated for 10,000 hours)
- 33.2.7 Track dozer - 120,000 hours or (12 years if the vehicle has not already operated for 120,000 hours)
- 33.2.8 Front end loader - 8,000 hours or (8 years if the vehicle has not already operated for 8,000 hours)
- 33.2.9 Cranes - 8,000 hours or (15 years if the vehicle has not already operated for 8,000 hours)
- 33.2.10 Tractors - 240,000 hours or (12 years if the vehicle has not already operated for 240,000 hours)
- 33.2.11 Forklifts - 6,000 hours or (12 years if the vehicle has not already operated for 6,000 hours)
- 33.3 Uneconomic to repair.
- 33.4 Accident damage beyond repair.
- 33.5 Body condition worn-out and corroded.
- 33.6 The Replacement Eligibility Factor (see attachment) exceeds 300 and replacement should be considered.

Attached is a table used by the Florida Department of Management Services (U.S.A.) to assist them in determining the Replacement Eligibility of a vehicle, referred to as the Replacement Eligibility Factor (REF). The City may well consider adopting this as an additional, and objective, tool in determining when a vehicle is to be replaced.

34. INTERNAL TRANSFER OF MUNICIPAL VEHICLES

34.1 A municipal vehicle may under no circumstances be transferred from one Department to another without the relevant written authority i.e. the Department Manager's written authority with the approval of the Manager: Fleet Management Division.

35. FITTING ADDITIONAL EQUIPMENT TO MUNICIPAL VEHICLES

35.1 Additional equipment may be fitted to a municipal vehicle based on the following conditions:

35.2 The said equipment should be a necessity to facilitate the provision of service.

35.3 Costs attached to the fitting of initial equipment will be charged to the account of the Department concerned. When such a vehicle that was fitted with additional equipment is replaced, such equipment should form part of the specification to procure the replacement vehicle.

35.4 The fitting of equipment must be done in consultation with the Fleet Management Division.

35.5 No alterations may be made on the vehicle, unless if it is necessary to facilitate the fitting of the equipment to the vehicle.

35.6 Equipment fitted must be of the removable type.

35.7 The user Department must assume responsibility for any damage resulting from the fitting of the equipment.

35.8 Where a tow bar is fitted to a vehicle, the user Department must assume responsibility for any damage to a vehicle resulting from the towing of a towed unit.

35.9 All requirements of the Road Traffic and Transport Act 22 of 1999 must be complied with.

- 35.10 The costs relating to damage to a vehicle as a result of the theft of unauthorized equipment will be recovered from the user Department concerned.

36. SWAPPING OF MUNICIPAL VEHICLE PARTS AND ACCESSORIES PROHIBITED

- 36.1 Under no circumstance shall vehicle parts and accessories (e.g. tires, alternators, batteries, jacks, etc.) be swapped between vehicles.

37. MUNICIPAL VEHICLE TRACKING SYSTEM

- 37.1 In due course, all municipal vehicles will be fitted with a tracking device (vehicle tracking system) to monitor their movements to safeguard them against theft, abuse, and misuse.

38. MUNICIPAL VEHICLE AUDITING

- 38.1 All information about the municipal vehicles shall be stored at the Fleet Management Division for proper record keeping and compliance to auditing.

- 38.2 Individual municipal vehicles shall have at least two files one for maintenance records and the second one for operational records

- 38.3 Maintenance file shall have all records about maintenance and repairs

- 38.4 Operational file shall have all records and correspondence about the operation of such vehicles.

- 38.5 Municipal vehicle auditing should be carried out once every year.

39. DISPOSAL OF MUNICIPAL VEHICLES

- 39.1 The disposal of municipal vehicles that had been withdrawn from service through Council resolution shall be effected following the provisions of the Public Procurement Act.

40. USE OF MUNICIPAL VEHICLES ON TRIPS TO OTHER TOWNS AND BEYOND THE BORDERS OF NAMIBIA

- 40.1 Departments/Divisions "with approved motivations" for "TRIPS TO OTHER TOWNS AND BEYOND BORDERS" must forward their request in writing and well in advance.
- 40.2 No verbal requests will be considered at all.
- 40.3 A Trip Authorization for after normal working hours, "TRIPS TO OTHER TOWNS AND BEYOND THE BORDERS OF NAMIBIA" will be issued to accompany the vehicle.
- 40.4 For "BEYOND BORDER TRIPS A DECLARATION FORM"
- 40.5 All the issued documents are to be handed back to the office of the Manager: Fleet Division, upon completion of the trip.
- 40.6 All "TRIPS TO OTHER TOWNS AND BEYOND BORDERS" should be arranged in advance to identify a suitable mode of transport to avoid unnecessary delays or cancellation

41. POLICY IMPLEMENTATION PROVISIONS

- 41.1 In the event of misconceptions, misinterpretation and misunderstanding of this Policy or any clause contained in this Policy, the Municipality reserves the right to give an objective interpretation subject to appeal through IR structures.
- 41.2 The Municipality shall take proper action that does not deviate from the enshrined order of this Policy where this Policy falls short, or does not provide a mechanism or framework for addressing any matter or issue pertaining to the mission of this Policy in order to give effect to the objectives of this Policy in particular and to the interests of the Municipality in general.

42. PENALTY

- 42.1 A contravention of any of the stipulations of this Policy shall result in disciplinary action being taken against such an offending official.

43. TRAINING

43.1 Training and competency and defensive driving will be offered by the Department of City Police upon request by the Department of Finance and Customer services every two (2) years.

43.2 DOCUMENTATION TO BE USED IN OPERATIONS UNDER THIS POLICY

- Trip Authority Forms
- Vehicle Issue (Pre-/Post Inspection Forms)
- Log Books



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**MUNICIPAL FLEET MANAGEMENT AND
AUXILIARY SERVICES POLICY**

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CITY OF WINDHOEK:

FLEET MANAGEMENT AUXILIARY SERVICES POLICY**PREAMBLE**

Windhoek Municipal Council has a legal, obligation to protect municipal assets.

These assets include the municipal vehicle fleet, as defined, as well as vehicles, used by the municipality on lease or loan basis.

This policy excludes vehicles used subject to a specific agreement, such as vehicles used by councilors, City Police Vehicles and certain management personnel, as well as private vehicles of officials' subject to specific conditions of employment.

It is therefore accepted that, where an official or councilor has access to a vehicle subject to an agreement as mentioned, such an official or councilor will not have the automatic right to use an official municipal fleet or lease vehicle. Drivers with no driving license and driver's tag are prohibited from driving Municipal vehicles.

Scope

This policy applies to all employees and public office bearers who use vehicles owned by the City of Windhoek Municipality. This arrangement applies to every City of Windhoek employee as well as all claimed and rented Municipal vehicles.

Objectives

The objective of the Fleet Management and Auxiliary Services policy is to ensure the efficient and effective utilization of all municipal vehicles. In addition to that the policy strives to ensure that vehicles are operated according to the rules and regulations of the institution.

Purpose

The purpose of the Fleet Management and Auxiliary Services policy is to document the rules and regulations for the acquiring, usage, maintenance, disposal, vehicle safety and the official operation of City of Windhoek municipal vehicles.

Roles and Responsibilities

Role	Responsibilities
Councilors	<ol style="list-style-type: none"> 1. Approval of Fleet Management and Auxiliary Services Policy. 2. Approval of the disposal of obsolete vehicles.
Chief Executive Officer	<ol style="list-style-type: none"> 1. Approval of procurement of all new vehicles. 2. Suspension of vehicle users found guilty of misconduct and negligent use of vehicles. 3. Approval of Fleet Management procedures document.
Executives: Finance and Customer Services	<ol style="list-style-type: none"> 1. Enforcement of the Fleet management and auxiliary services policy and ensuring adequate controls are in place for policy effectiveness. 2. Identify policy gaps and recommend changes to the policy. 3. Authorize the direct and indirect subordinates to utilize personal vehicles for official duties and any related insurance schemes.
Strategic Executives, Managers and Supervisors	<ol style="list-style-type: none"> 1. Authorizing vehicle user trips. 2. Communicating policy and procedures to new and existing staff members. 3. Recommending and motivating the purchasing of new vehicles. 4. Authorize the direct and indirect subordinates to utilize personal vehicles for official duties and any related insurance schemes.
Fleet Manager	<ol style="list-style-type: none"> 1. Ensuring the use of vehicles is done in line with policy rules, guidelines, and procedures. 2. Ensuring all vehicle drivers are eligible to drive municipal vehicles. 3. Monitoring of vehicle usage, cost, and maintenance.

	<ol style="list-style-type: none"> 4. Facilitating the acquisition, insurance, identification and disposal of all municipal vehicles. 5. Ensuring all Municipal vehicle users are complying with the Traffic Regulations, in terms of certain traffic fines.
Fleet Controller	<ol style="list-style-type: none"> 1. Coordinate fleet machinery to ensure optimal utilization at all times. 2. Ensure all vehicles are licensed and insured. 3. Communicating with Fleet tracking system providers. 4. Conduct fleet inspections along with drivers at the point of receiving and handing over of vehicles/machinery. 5. Ensuring all vehicles procedures are adhered to by all vehicle users. 6. Ensuring all vehicles are kept in good roadworthy condition and they are regularly serviced. 7. In addition to routine service, general maintenance the fleet officer also has to ensure cleanness and upkeep of vehicles.
Vehicle users and employees	<ol style="list-style-type: none"> 1. Ensure the safe driving and diligent care of the Municipal vehicles. 2. Comply with all fleet management procedures, rules, and guidelines. 3. Ensure vehicles are in good condition prior to utilization. 4. Report all issues related to the utilization of municipal vehicles to the Fleet Manager/Fleet officer.

1. DEFINITIONS

A Municipal fleet vehicle shall mean an official municipal owned vehicle listed in the fleet vehicle register and shall include pool vehicles, as also motorized equipment such as graders and front-end loaders;

Municipal lease/hire vehicle shall, save for contrary stipulations contained in the lease/hire agreement, in which event the lease/hire agreement shall take precedence, for purposes of this policy be regarded to be of the same status as a municipal vehicle and shall include "Vehicles subject to specific agreements";

A rented/leased municipal vehicle is a vehicle that is not legally owned by the municipality through the acquisition process but has been leased for a specific period of time for official duties. Municipal rented vehicles are managed through a rental or lease agreement from a specific service provider.

Official Passenger shall include all officials and/or employees of the City of Windhoek (Permanent/Temporary).

Official Vehicle shall have the same meaning as "Municipal Vehicle" and vice versa;

Private Passenger shall mean non-employees who may or may not have the prior written authority to be a passenger in an Official Vehicle;

Vehicle on tour shall mean any vehicle used for official purposes by the Municipal employees outside the City of Windhoek Municipal jurisdiction with an approved trip authority.

Pool Vehicle shall mean all Official Vehicles that are not designated to a specific Department and remain in the pool to be used for official purposes as and when the need arises and the necessary authority obtained;

Vehicles subject to specific agreements shall have the same meaning as "Municipal lease/hire vehicle" apart from Vehicle Scheme.

1.1 Clause headings appear in this Policy for purposes of reference only and do not influence the interpretation thereof.

1.2 If any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of this Policy, notwithstanding that it is only contained in the interpretation clause.

1.3 Any reference to the singular includes the plural and vice versa,

1.4 Any reference to a natural person includes legal persons and vice versa,

1.5 Any reference to a gender includes the other genders;

2. POLICY STATEMENT

The municipal vehicle fleet is an asset by which services are delivered and therefore the management of the fleet is very crucial. The overall management of fleet operations is centralized to the Fleet Management Division of the Finance and Customer Services Department.

This policy serves to regulate the management and operational requirements of the Municipal vehicle fleet, which includes vehicles owned by the municipality, which are either permanently allocated to Departments, falls within the vehicle pool or are leased vehicles.

3. LEGISLATIVE FRAMEWORK

This policy is informed by among other things:

- The Constitution of the Republic of Namibia.
- Local Authorities Act, Act 1992 (Act No. 23 of 1992), as amended
- Road Traffic and Transport Act 22 of 1999
- Labor Act, 1992: Regulations Relating to the Health & Safety of employees at work
- Environmental Management Act, No. 7 of 2007
- Motor Vehicle Accident Fund Act No. 10 of 2007
- City of Windhoek IR Policy

4. CENTRALIZED FLEET POOL

All vehicles except specialized and City Police vehicles shall be consolidated into a centralized fleet pool which will be managed and controlled by the Fleet manager in the Municipal Fleet Division under Finance and Customer Services Department.

5. NORMAL USAGE OF POOL VEHICLES:

- 5.1 The use of pool fleet is strictly controlled and, under no circumstances are the vehicles to be assigned to individuals other than for the purpose identified.
- 5.2 The Fleet Administrator will allocate a pool vehicle to a Driver/User on the authority of a Departmental/Divisional Head.
- 5.3 Pool vehicles will be provided to City of Windhoek permanent employees/temporary employees/interns who by nature of their duties are required to use them during working/after hours or when required performing standby duties.
- 5.4 Driver requiring the use of a pool vehicle must book a vehicle at least 7 days in advance, except in cases of emergency where the Fleet Management may approve the use of a pool vehicle. Short notice for booking a vehicle may however be accepted subject to the availability of a pool vehicle.
- 5.5 A pool vehicle shall not be released unless written authorization by the relevant Manager has been received and keys must be collected on the day and time when the vehicle is to be used.
- 5.6 In the event that no pool vehicle is available due to operational reasons, the Driver may use his or her private motor vehicle with the authorization of the Departmental/Divisional Head and claim expenses in terms of the City of Windhoek Municipality Subsistence and Travel policy.

-
- 5.7 Where the Driver/User using the pool vehicle returns after 16:30 from Monday to Friday, the keys and inspection checklist must be returned to the Fleet Administrator by 07:30 on the next working day.
- 5.8 Prior to use of the pool vehicle the official must inspect the vehicle for any damages, interior defects, tidiness, logbook completion and lost tools and report any defects or damage to the Fleet Administrator as soon as possible. The last user of a vehicle will be held responsible for any unreported damage, defects, or loss.
- 5.9 The official using the vehicle must ensure that the vehicle is returned in good condition, failing which the City of Windhoek Municipality reserves the right to take disciplinary action or withhold the allocation of a pool vehicle to such Driver/User.
- 5.10 After the use of a pool vehicle, the official shall see too that the vehicle is not parked when fuel tank is less than $\frac{1}{4}$ fuel and there after it shall be parked in its allocated parking. Once parked, the Driver/User must ensure that the logbook is completed properly.
- 5.11 Upon return of a pool vehicle, the keys as well as the completed trip authorization form and pre-/post inspection forms must be returned to the Fleet Administrator

6. QUALIFICATION TO DRIVE:

The driver/user must possess a valid driver's license appropriate for the type of vehicle being operated. The driver shall be in the position of the driver's tag to utilize the vehicle.

8. DRIVING VIOLATIONS

If the Driver/User driving the City of Windhoek Municipality vehicle violates the law, he/she is responsible for all fines. Proper wearing of SEAT BELTS is a mandatory for operation of any City of Windhoek Municipality vehicle.

9. POOL VEHICLE USAGE RECORDS

8.1 The Fleet Administrator shall require the Driver/User of the pool vehicle to record the vehicle condition as it leaves and returns to the pool location by way of completing a pre- and post-inspection forms.

8.2 The Fleet Administrator shall record the precise time, date and the odometer reading at the time the vehicle is issued.

8.3 The Fleet Administrator shall record the precise time, date and odometer reading at the time the vehicle is returned.

9. SPECIAL REQUIREMENTS

9.1 In the event that a pool vehicle is needed before 07:30, the Driver/User may collect the vehicle before closing time the day before. In such instance, the vehicle must be parked at the Driver/User's residence and may not be used for any other purposes. The Driver/User will take full responsibility for the safeguarding of the vehicle.

9.2 Arrangements to the satisfaction of the Fleet Management for the protection and safekeeping of the vehicle in a lockable garage must be made by the Driver/User.

10. DUTIES AND RESPONSIBILITIES

- 10.1 Authorized Drivers/Users are held responsible for the pool vehicle for as long as the vehicle is allocated to that Driver/User.
- 10.2 No Driver/User may use a vehicle while under the influence of alcohol.
- 10.3 Departmental/Divisional heads must ensure that all Drivers/Users of the pool vehicles, acknowledge receipt of a copy of this policy.

11. ROUTINE MAINTENANCE OF POOL VEHICLES

- 11.1 Routine maintenance of pool vehicles is the responsibility of Fleet Administrator, who shall maintain checklists evidencing weekly inspections and recording of maintenance needs. Vehicles shall be maintained in roadworthy condition.
- 11.2 General pool vehicles shall be inspected weekly to ensure that brakes, tyres, and all lights are in proper working condition, and that oil and water levels are adequately maintained. All bodywork, including panels, mirrors, and hubcaps, shall be inspected to ensure that the vehicle is in good running condition.
- 11.3 Cleaning of vehicles (both interior and exterior) is the assigned responsibility of and will be attended to by the Fleet Administrator.

12. USE OF MUNICIPAL FLEET VEHICLES

- 12.1 Municipal vehicles are provided strictly for official use and shall not for any reason, be used for private or any other purpose without obtaining the necessary trip authority of the Manager: Municipal Fleet or his delegate prior to the envisioned private or other use, except in the event of any of the following situations, where authority may be obtained or conduct ratified after the fact:

General Interest of the public

- 12.2 Where an official while officially using a municipal vehicle is required to, in the general interest of the State, Public Services, or of the general public as a whole, assist in conveying a person or persons in such a municipal vehicle free of charge.

Examples of this type of situation would be:

- a. Where an official is required to act as a guide,
- b. Where it is required that an eminent person be presented at an inspection,
- c. Where it is required that an eminent person make an address at an official function.

13. Accident or breakdown

- 13.1 Whilst using a municipal vehicle on official duty, he comes across an accident or breakdown, and the vehicle involved in the accident or breakdown creates a risk for road safety and only when he is convinced that his action will not cause damage to the municipal vehicle, he may remove such vehicle from the road surface.
- 13.2 Such an official may further undertake to deliver a message verbally or written using mobile phones or emails to summon assistance to a service station, or a business undertaking or an address on his authorized route.
- 13.3 Where persons have sustained injuries and/or are stranded as a result of the accident or the breakdown the municipal official may, if necessary, use the municipal vehicle to convey the injured who can be moved safely, and their personal effects, free of charge to a hospital or doctor on the official's authorized route or the nearest hospital or doctor, and convey the person/s who are stranded and their personal effects free of charge to a hotel or address on the authorized route.
- 13.4 The residential address/s of the injured conveyed, if obtainable, and of the stranded person/s as well as the registration number/s of the vehicle/s involved in the accident or breakdown must be recorded in the log-book of the municipal vehicle or on the trip authority form and

13.5 The official shall make it clear to the injured and/or their relatives or the stranded person/s, at the scene of the accident or breakdown, that they are being conveyed at their own risk.

14. SERIOUS EMERGENCY, CATASTROPHE OR REVOLT

In cases of a serious emergency, catastrophe or revolt, and the absence of arrangements and instructions issued under statutory authority or other law or by the Accounting Officer or a particular Department, sub-paragraphs 13.1-13.5 shall apply mutatis mutandis to the circumstances under paragraph 14.

15. USE OF MUNICIPAL VEHICLES FOR SOCIAL EVENTS AND FUNERALS

15.1 An official having to attend a social function in his official capacity may use a municipal vehicle for his conveyance as well as that of his spouse subject thereto that the prior written authority from the Manager: Municipal Fleet or his delegate has been obtained as stipulated in paragraph 12, and further subject thereto that the terms and conditions of this Policy are strictly adhered to at all times.

15.2 In the event of the funeral of a municipal employee, Municipal Vehicles may be utilized for transport of fellow municipal employees attending such a funeral service, subject thereto that the prior written authority from the Manager: Municipal Fleet or his delegate has been obtained as stipulated in paragraph 12, and further subject thereto that the terms and conditions of this Policy are strictly adhered to at all times.

16. STANDARD CONDITIONS APPLICABLE TO USE OF MUNICIPAL VEHICLES UNDER ALL CIRCUMSTANCES

16.1 In addition to the necessary prior authority to be obtained under paragraph 12, the further following standard conditions shall apply in respect of the use of all municipal vehicles:

16.2 Use must be made of the municipal vehicle already allocated to the official or employee or available at the Department office, institution or station. The most economical vehicle suitable for the service must be used.

- 16.3 A municipal vehicle may not be overloaded.
- 16.4 An appropriately licensed and duly authorized official or employee who is on official duty must drive or operate the vehicle.
- 16.5 The municipal vehicle may not deviate from its authorized route or be delayed in the private interests of the driver or the passengers or connection with the loading and unloading of private property or goods.
- 16.6 No unofficial passengers (this includes all persons whose conveyance in municipal vehicles are not necessary for the execution of official duties, as well as municipal officials or employees who are off duty) except for or other than for those described under sub-paragraphs 12.1 & 14 and spouses under sub-paragraph 15.1, shall be allowed to be transported in official vehicles.
- 16.7 No private or unofficial passengers other than for those addressed in sub-paragraphs 12.1 & 14 and paragraph 15 shall be transported in municipal vehicles without the express prior written consent of the Manager: Municipal Fleet or his delegate being obtained following written motivation for each separate instance where such private or unofficial persons are requested to be transported.
- 16.8 Sub-paragraph 16.7 shall mutatis mutandis apply to requests for instances of transport of private property or goods.
- 16.9 The use of municipal vehicles for purposes such as proceeding home for meals, making social calls, doing personal shopping, taking relatives for outings and making detours for any private purpose whatsoever is strictly not permissible and is a violation of this Policy as well as of the Code of Conduct for Municipal Employees in accordance with the Industrial Relation Policy.

- 16.10 Official drivers and passengers may convey in municipal vehicles such as personal luggage as is required by them on a particular journey. Losses of or damage to such luggage must be dealt with following municipal policy.

17. INDEMNIFICATION OF MUNICIPALITY AGAINST INJURY, HARM, AND LOSS

No person other than employee of the municipality may be conveyed in a municipal vehicle unless it's with exception of the ambulance and police vehicles during arrest of for any other official duties.

18. TRIP AUTHORITY FORMS

- 18.1 Before any trip is undertaken in a municipal vehicle an official driver must complete his portion of the trip authority form by signing and printing his/her name, further stating his ID number, pay number and telephone number. The form should also include the full details and purpose of the trip, the type of vehicle, WM number, number plate, make, color and the start and end kilometers:
- 18.2 The trip authority form must then be submitted to his/her supervisor, who must sign it and also furnish his name in print, inserting also the title and telephone number.
- 18.3 The trip authority form must then be submitted to his/her Manager of the Department who must sign it and also furnish his name in print, inserting also the title and telephone number.
- 18.4 The driver must then fully execute the instructions on the trip authority.
- 18.5 Standard trip authority forms are obtainable from the Fleet Management Divisions.
- 18.6 In any instance where the need arises for a trip to be undertaken in the absence of a supervisor, or Fleet Manager in the execution of official duties, such trip, including all points and reasons, should also be logged to the Fleet Management Division.
- 18.7 All Windhoek Municipal vehicles driven beyond the normal working hours should be accompanied by trip authority stating the nature of the duty and reasons.

The updated fleet management and auxiliary services policy grants municipal managers, heads of departments (HODs), and city police officials the authority to request trip authorization for any vehicles observed driving outside of regulation time and on weekends. As a result, the City Police officials have the authority to impound vehicles if no trip authority is provided. The city police official will inform the fleet manager in case they impound a vehicle, and the fleet manager will

request a report from the responsible manager to explain why they operated the vehicle without authorization. The fleet manager has the authority to permanently reassign vehicles to other divisions if a division continues to commit the same offense.

19. ISSUING AND RECEIVING OF VEHICLES

- 19.1 All municipal vehicles must be issued on the day of travel unless advance authority to park the vehicle at home has been obtained.
- 19.2 The driver must carry his license and be able to show it upon request.
- 19.3 The signed trip authority must be carried in the municipal vehicle with a copy placed on the file at their respective offices.
- 19.4 The intended time of departure and return is to be recorded on the municipal vehicle issue form and compared against the actual time of return. Continued late return of vehicles may lead to a refusal to allocate vehicles in the future.
- 19.5 Before the departure of the municipal vehicle the Supervisor together with the driver will complete a vehicle issue form, recording the condition of the vehicle, the quantity of fuel in the tank, checking and verifying all other accessories and equipment.
- 19.6 Before the departure of the municipal vehicle the Supervisor together with the driver will complete a vehicle issue form, recording the condition of the vehicle, the quantity of fuel in the tank, checking and verifying all other accessories and equipment.
- 19.7 Following the inspection the driver will sign for the municipal vehicle, taking responsibility for the vehicle at that point.

19.8 Upon return of the municipal vehicle, it will be checked in, using the same process. The driver must hand in all petrol /diesel/oil purchase slips to the Fleet Supervisor for verification after each trip.

19.9 Drivers shall personally be held liable for any damage caused negligently to any municipal vehicle and may further be held liable for excessive fuel consumption that cannot be reasonably explained.

20. LOGBOOKS

20.1 Logbooks and all forms and documentation for use with municipal vehicles are obtainable from Fleet Management Division.

20.2 Hired/loaned vehicles shall be supplied with logbooks for purposes of recording distance travelled concerning fuel consumption.

20.3 Logbooks must be completed in detail either directly before or immediately after a trip is or has been undertaken.

20.4 The Fleet Supervisor and the official driver using the vehicle, in turn, are responsible for the safe custody of the log book.

Logbooks for municipal vehicles shall be submitted to the Fleet Management Division office every week.

21. LOAD ON VEHICLES

21.1 The load on any municipal vehicle may not exceed the maximum recommended by the manufacturer of the referred vehicle which can be determined by subtracting the tare of the vehicle from the GVM (gross vehicle mass) indicated on the left-hand side of the vehicle.

- 21.2 Loads transported on or in a municipal vehicle, shall be properly safeguarded at all times to prevent any potential damage or loss.
- 21.3 When a towed unit is used, the total mass of this unit may not exceed the mass of the towing vehicle concerned and as prescribed by the manufacturers.
- 21.4 Damage or loss caused by overloading or negligence in the control over a load on municipal vehicles will be recovered from the user Department.
- 21.5 Drivers shall personally be held liable for any penalty that may be imposed by a court of law for an infringement of the Road Traffic and Transport Act 22 of 1999 in respect of overloads and unsafe loads carried.
- 21.6 Municipal official in charge of the vehicle should ensure that the vehicle is safely parked and must at all times take reasonable steps to safeguard vehicles, including accessories and tools.
- 21.7 Under no circumstances shall any documents/private property, be left under the vehicle seat or glove box.

22. REQUIREMENTS FOR DRIVING MUNICIPAL VEHICLES

- 22.1 All official drivers shall be in possession of a valid driver's license, operator's card/certificate and driver's tag authorizing such a driver to drive any municipal vehicle in any particular class permitted by the valid driver's license of the official.
- 22.2 All Traffic Rules and Regulations under the Road Traffic and Transport Act 22 of 1999, including any other regulations made applicable to users of municipal vehicles shall at all times be strictly observed and adhered to by official drivers.

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- 22.3 Applicable speed limits shall at all times be observed and may not be exceeded for whatever reason.
- 22.4 Divisional managers may approve interns to drive municipal vehicles in line with their functions and upon recommendation by their respective Head of Department.
- 22.5 The indemnity forms for interns / fixed terms / other public institution drivers to be completed if utilizing municipal vehicles.
- 22.6 Drivers shall personally be held liable for any fine issued and/or penalty that may be imposed by a court of law for an infringement of the Road Traffic and Transport Act 22 of 1999 in respect of speeding vehicles and exceeding speed limits.
- 22.7 Drivers shall not under any circumstance drive municipal vehicles while under the influence of intoxicating liquor or narcotic drugs or substances.

23. ENSURING CARE AND EFFICIENCY IN THE OPERATION OF MUNICIPAL VEHICLES

- 23.1 Officials using municipal vehicles shall display at all times the utmost care and efficient handling of municipal vehicles, to the reasonable satisfaction of the Manager: Municipal Fleet Division.
- 23.2 All municipal vehicles shall at any given time be subject to inspection by duly authorized officials.
- 23.3 Municipal vehicles are the assets and property of the municipality and should at all times be available to be handed over to the responsible officer for continuous official use if the present user is not engaged in operations that require such a vehicle

24. SAFE CUSTODY OF MUNICIPAL VEHICLES

- 24.1 Officials in charge of municipal vehicles must ensure that vehicles are adequately and safely garaged or parked behind a locked gate and or door at all times while parked and not in use.
- 24.2 Parking of municipal vehicles in use during office hours and execution of duties shall be done in a manner as to ensure that the vehicles are adequately, safely and legally parked.
- 24.3 Responsible and adequate precautions shall at all times be taken to safeguard municipal vehicles, including accessories and tools, against theft, irregular and unauthorized use, damage and fire.
- 24.4 The windows of a garaged or parked municipal vehicle must be closed. The doors must be locked and the ignition key and the door lock key must be removed and kept in safe custody. At the Municipal premises where caretakers or watchmen are on duty, ignition keys shall be handed in at a central point where it will be easily accessible to the caretaker or other users of the vehicle to move the vehicle if and when so required. This shall also be the case with pool vehicles within a Department, where a central access point where vehicle keys are to be left in safe custody shall be identified by the Department Manager.
- 24.5 Under no circumstances and at no time, may articles or documents, whether municipal or private property, be left on or under the seats, on the floor or in the glove box of a municipal vehicle used on official duty while such vehicle is parked. Where such articles and documents must of necessity be left in the vehicle, it must be locked away in the boot.
- 24.6 When, on account of their mass and size, it is impracticable to move articles to the boot of the municipal vehicle or in instances where special heavy vehicles are carrying large consignments of municipal property and/or goods, the driver shall take all possible and practical precautions

in order to safeguard such property and/or goods and not absent himself from the vehicle unless the safety of the property and/or goods can reasonably be guaranteed.

- 24.7 When and where possible, municipal vehicles must be garaged or parked free of charge on municipal premises under carports and in parking areas where access is restricted to official municipal staff only and where unauthorized persons do not have free access to such premises and vehicles.
- 24.8 In instances where adequate parking for municipal vehicles is not available on municipal premises, the Manager: Fleet Management Division shall with the necessary authority arrange for rental of secure parking space through the normal Procurement Management Unit of the Municipality. Such rented parking shall be identified to official drivers who will be required to garage and park official vehicles on such rented premises.
- 24.9 Where it is required for municipal vehicles to be used after working hours and over weekends for purposes of official standby duties, and such vehicles have to be parked on private premises when not in use, such parking and arrangements have to be approved in writing by the Manager on the relevant form. Parking and garaging under such circumstances shall mean that the official vehicle is parked in a secure and properly lockable area or garage. A full description of the address and the facility where the vehicle is to be garaged and parked in these instances shall be recorded on the form or an annexure to the form for purposes of insurance coverage. User Departments are at all times responsible for the cost of official vehicles and any municipal property, equipment and tools carried thereon.
- 24.10 In the case of vehicles on tour, the most suitable arrangements must be made to ensure the safety and security of the municipal vehicle where facilities for official garaging or parking are not available. Any expenditure incurred in this regard shall be payable by the Department using the vehicle.

24.11 Where an authorized official makes use of parking meters, parking garages or parking lots while on duty, the expenditure actually and necessarily incurred shall be refunded to him by his Department.

24.12 Authorized drivers responsible for vehicles shall personally be held liable for any loss caused or damage suffered by the municipality as a result of the said driver's noncompliance with the stipulations contained in this paragraph.

25. IGNITION AND DOOR-LOCK KEYS OF MUNICIPAL VEHICLES

25.1 Fleet Management and all officials or employees in charge of Municipal Vehicles must ensure at all times that the ignition, door-lock and other keys of the vehicles being used are suitably safeguarded against loss or theft. When vehicles are parked overnight or longer, such keys shall be handed in or be kept safe where they may not be easily accessible. This includes locking such keys in a SANS approved lockable safe.

25.2 The Manager: Fleet Management Division shall ensure that duplicate keys of municipal vehicles are kept separately and locked up in a SANS approved lockable safe at the offices of the said Manager.

25.3 In the case of pool vehicles, the keys must be handed into the relevant Fleet Supervisor when the vehicle is finally returned, who in turn shall ensure that the keys are kept safe as stipulated under this paragraph.

25.4 All cases of loss or theft of keys of Municipal Vehicles shall be reported without delay to the Manager: Fleet Management Division. Duplicate keys for the subject vehicle shall be obtained from the Manager: Fleet Management Division who will arrange for new keys to be cut on

instructions of the Department Manager concerned, either to be retained as a new duplicate key or to be issued to the authorized driver on the return of the duplicate key.

- 25.5 Where no duplicate keys are available, the Manager: Fleet Management Division may authorize the changing of the locks on the vehicle of which the key is lost or stolen, following consultation with the Manager of the Department concerned.
- 25.6 Where keys have been lost or stolen, the authorized driver shall report the incident to the Department Manager concerned as well as the Manager: Fleet Management Division. The driver shall not arrange for new keys to be cut unless expressly authorized to do so and the instruction of the Manager of the Department concerned must be complied with, via the office of the Manager: Fleet Management Division.
- 25.7 The cost of replacement of lost or stolen keys alternatively the cost of changing the locks on a municipal vehicle of which the keys have been lost or stolen shall be borne by the Department concerned.

26. THE ROADWORTHINESS OF MUNICIPAL VEHICLES

- 26.1 Fleet management division shall at all times strive to keep vehicles in a roadworthy condition, with special emphasis on the steering, brakes, lights, wheel nuts, tire condition, and safety belts.
- 26.2 Any defects discovered shall receive immediate attention before they assume serious proportions or possibly cause resultant damage such as in cases where there is any indication of excessive engine heat or lack of oil pressure the engine shall be switched off immediately and the vehicle shall not be driven further under its power until the matter has been rectified.

- 26.3 While a municipal vehicle is being driven, the driver shall pay proper attention to the dash gauges and indicator, and immediately take appropriate action should anything untoward be noticed, for the prevention of damage or further damage to the vehicle or its components.
- 26.4 In a case where the engine is has excessive heat or lack of power the engine must be switched off immediately and reported immediately to the fleet manager. The vehicle must not be driven any further until the matter has been fixed.

27. DISPLAY ON MUNICIPAL VEHICLES

- 27.1 Except for the usual registration number plates, other approved plates or marks to indicate municipal ownership or the use of the municipal vehicle by a particular Department, the manufacturer's mascots and name and model inscriptions and clearance tokens, no marks, special or private insignia, mascots, stickers or advertising material may be displayed on any municipal vehicle without the approval of the Manager: Fleet Management Division in the case of municipal vehicles or the head of the Department concerned (in consultation with the Manager: Fleet Management Division) in the case of Department vehicles.
- 27.2 Municipal vehicles, with the exception of all general hire vehicles under all circumstances, which do not carry registration number plates on which appears a special registration mark approved by the provincial authorities and by which the vehicles can be identified as Municipal's vehicles, e.g. W1234M, must have separate plates on which a municipal ownership mark appears, and –
- 27.3 In the case of vehicles other than motorcycles and scooters, one such plate must be displayed on at least two sides of the vehicle and
- 27.4 In the case of motorcycles and scooters, such a plate must be displayed on at least one side of the motorcycle or scooter.

27.5 Fleet Number – all municipal vehicles must be allocated indicator letters, followed by a unique number, for each vehicle, by Fleet Management Division.

27.6 Information in respect of the carrying capacity to be displayed on certain vehicles on buses and goods vehicles, information regarding the tare (T), gross vehicles mass (GVM) and where applicable number of passengers must be stenciled or displayed in some other permissible manner in accordance with the requirements of the Road Traffic and Transport Act 22 of 1999

27.7 If a clearance certificate is lost or destroyed or illegible, this fact must be reported without delay to Fleet Management Division in the case of a pool vehicle, and to the head of the Department concerned in the case of a Department vehicle. The loss or destruction of a clearance certificate must immediately be investigated and reported to the police.

27.8 Maintenance of plates and information – officials must ensure that the registration number plates and the display, of the information, referred to in paragraphs 27.6 and 27.7, on the vehicles in their charge are always in good order and that the color of the plates, the letters, and the figures are maintained in a clear and distinct and legible condition at all times.

28. SPEEDOMETERS AND ODOMETERS AND ODOMETER SEALS

28.1 It is important that the odometer should always reflect the true distance done by a municipal vehicle. Any defect in an odometer must as soon as is feasible be reported to the fleet management garage for repair and any distance done but not recorded on the odometer must be estimated as accurately as possible and added to the reading on the meter when it is repaired.

28.2 No official should disengage the speedometer from the Municipal vehicle without a composed approval. Disengaging of the speedometer should be finished by the assigned vehicle service provider.

28.3 Speedometer and hour meters must not be tampered with under any circumstances.

29. GOVERNORS

Where a governor is fitted to a municipal vehicle it must not be tampered with.

30. CARE OF TYRES

- 30.1 Inflation of tires – inflation of tires to the pressures recommended by the manufacturer of the vehicle is of prime importance. Incorrect inflation is probably the main factor contributing to undue wear and premature failure of tires. To ensure the correct air pressure at all times it is important that the tires of vehicles be checked at least once a week. Besides, a visual inspection of the tires should be made daily. The City and national laws applicable to minimum tire tread depths must be adhered to at all times.
- 30.2 Inspection and rotation of wheels, except as indicated below, the rotation of wheels is not considered necessary.
- 30.3 On trucks with dual rear wheels, tires with approximately the same amount of wear should be paired. Dual wheels should be run in pairs until the difference in wear between the two tires becomes so great that the re-pairing of wheels is advisable.
- 30.4 In the case of a vehicle with a tandem rear axle it is imperative to systematically inspect the tires and to maintain a reasonably equal rolling radius of the wheels on the front and the rear axles of the bogie by interchanging them in such a way as to maintain a similar rate of wear between the tires on the front and the rear axles. Neglect of this aspect of constant rolling radius invariably leads to fighting between the front and rear axles, which results in heavy wear on tires and on axle components, except where an inter-axle differential is fitted.
- 30.5 Care must be taken that the wheel nuts are properly tightened immediately after a wheel has been rotated or replaced for whatever reason.

30.6 Precautionary measures – The following points should not be overlooked:

- 30.7 The replacement of dust caps on tire valves.
- 30.8 The regular inspection of tires for cuts and bruises and stone wedged between dual rear wheels.
- 30.9 The immediate removal of oil or grease on a tire.
- 30.10 The proper mounting and removal of tires.
- 30.11 The rectification of damage to rims, especially those of tubeless tires.
- 30.12 The immediate rectifications of mechanical defects, which cause unequal tire wear.
- 30.13 The use of the correct type of tires concerning the terrain at which the vehicle operates.
- 30.14 Avoiding as far as possible any scuffing against or running or backing into a curb and running over projections.
- 30.15 Avoiding sudden or fierce braking and unnecessary acceleration. These factors play an important role in causing excessive tire wear.

31. BATTERIES, TYRES AND ESSENTIAL TOOLS.

- 31.1 Officials in charge of municipal vehicles must approach Fleet Management Division for the replacement of all unserviceable batteries and tires and essential tools such as jacks and wheels spanners. In case of an emergency, these items may be bought locally subject to tender delegations, and in the case of-
- 31.2 The battery being replaced must be handed into the supplier in part – payment for the new battery, and an invoice to that effect should be obtained. Where such an unserviceable battery is still under guarantee, such a guarantee must be returned to the supplier who issued it, for replacement free of charge.
- 31.3 The unserviceable tire must be disposed of as prescribed in the paragraph dealing with Handling and Disposal of unserviceable tires, batteries, spare parts, accessories, tools, etc.
- 31.4 Unserviceable jacks must be returned to Fleet Management Division.

32. FUEL AND OIL

- 32.1 Fuel and oil is obtainable from the municipal fuel depots and approved fueling stations through the relevant means of the requisition.
- 32.2 When the Fleet Management System is implemented, Vehicles that are linked to the System, may refuel at garages that are linked to the System and all transaction slips shall be submitted to Fleet Management Division with their respective log sheets.
- 32.3 Only petrol/diesel/oil of the grade prescribed by the manufacturer of a vehicle may be used in municipal vehicles.
- 32.4 Given the fire hazard and the risk of theft, the transporting of additional amounts of fuel in separate containers is prohibited.
- 32.5 Fuel for use on machinery e.g. lawn mowers etc. (which must be filled in containers) must be obtained with proper approval from the respective Departmental manager and the manager Fleet Management Division. Officials who need to fill in containers for this purpose must get approval before re-fueling. A copy of such approval must be submitted to the Fleet Management Division.
- 32.6 Efforts should be made to establish the vehicle's fuel consumption. Knowledge by Fleet Supervisors on the consumption obtained over specific distances or periods is recommended. The discovery of a sudden increase in consumption over a short period also contributes to the immediate disclosing of losses resulting from theft, leakage or mechanical defects or the incorrect recording of fuel consumption.
- 32.7 Particulars regarding the fuel-intake must be completed in the logbook before the fuel-issuing book is signed. Make sure that all information is correct and legible. Ensure that the fuel tank is topped up at each refueling.
- 32.8 Fuel is available at the Fleet Management Division Fueling station and Solid Waste Management Fuel Station during the periods indicated herein below:

32.9 From 8:00 to 16:15 on "Weekdays".

32.10 From 08:00 to 13:00 on "Saturdays".

From 08:00 to 13:00 on "Public holidays except when on a Sunday".

32.11 From 08:00 and 10:00 on weekdays: "Buses" only.

32.12 To facilitate control over fuel consumption, fuel tanks of municipal vehicles should always be filled to the maximum capacity of the tank without over-fueling the tank.

32.13 When driving a municipal vehicle, the appropriate gear shall always be selected, with due regard to road conditions.

32.14 The municipal vehicle's speed should be kept as even as possible and the most economical speed for the particular vehicle shall be maintained, with due regard to the speed limits applicable from time to time.

32.15 Acceleration should be evenly and gently executed.

32.16 Any strong smell of fuel especially when the municipal vehicle is in motion must be investigated without delay. Besides causing wastage, fuel leaks are extremely dangerous.

33. IRREGULAR IMPROPER AND UNAUTHORISED USE OF MUNICIPAL VEHICLE

33.1 In the event that any municipal vehicle is used irregularly (not in line with this Policy), driven recklessly, neglected or misused, the matter shall be viewed in a serious light and disciplinary action against the offending official shall be taken exclusively from any proceedings which may be instituted in terms of the of industrial relations policy.

- 33.2 Only standby vehicles and vehicles of personnel on official duty may be authorized for use after hours, provided a valid trip authorization document is in hand.
- 33.3 The cost of the distance travelled, fuel consumed, incorporating drivers tariffs where applicable, and
- 33.4 Where the municipal vehicle was involved in an accident, the cost of repairing any damage caused to the vehicle as well as any amount expended in settling third-party claims arising out of the accident.

34. ACCIDENTS

- 34.1 The following procedure must be followed in the event of a municipal vehicle being involved in an accident, no matter how trivial and irrespective of whether or not any person or animal or property or another vehicle is involved. -
- 34.2 Under no circumstance shall a municipal official involved in an accident admit liability or make any statements to any person during an accident except to a police officer.
- 34.3 Call the City of police or traffic officer if possible or, if no such officer is available, report the accident as soon as possible, but within 24 hours, to a police station or a police or traffic officer and furnish full particulars.
- 34.4 Supply the name and address of the driver of the municipal vehicle and the registration number of the vehicle to any other person having reasonable grounds for requesting the information.
- 34.5 Under no circumstances must any payment be offered or made to a third party or admission of guilt at the scene of the accident.

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- 34.6 Endeavors must be made at all times to obtain a written statement from third parties who witnessed the accident.
- 34.7 Should a driver of a municipal vehicle be suspected of being under the influence of intoxicating liquor or narcotic drugs, this fact must be brought to the notice of the police or traffic officer called to the scene of the accident with the least possible delay, and every assistance must be rendered to him in ensuring that the suspected person be appropriately examined as soon as possible.
- 34.8 At least the following particulars, which are required for completing the accident report form, must be obtained as soon as possible, preferably at the scene of the accident:
- 34.9 The registration number makes and type of the other vehicle(s)
- 34.10 The name, address, ID and home and work telephone number of the driver (s) and the owner(s) of other vehicles.
- 34.11 The name of the insurance company/broker concerning the other vehicle (s) driver(s) and the owner(s) of the other vehicle(s).
- 34.12 Whether the driver acted in his interests or the interests of the owner of the vehicle.
- 34.13 The nature and extent of the damage caused to the other vehicle(s) in this particular accident only.
- 34.14 The name, address, ID number, home and work telephone number and estimated age of any passengers and/or pedestrian(s) involved in the accident and of any person(s) killed or injured, as well as the nature and extent of injuries.
- 34.15 A description of animals and fixed objects involved in the accident and the name and address of the owner, in the case of animals and also the name and estimated age of any headsman (men) who tended or drove the animals, as well as the nature and extent of injuries and damage.
- 34.16 The name, address, ID number, and home and work telephone number of every witness, including the occupants of the other vehicle(s) concerned.
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- 34.17 Measurements for the preparation of a sketch of the scene of the accident.
- 34.18 Whether or not the road was fenced in on either side or one side only.
- 34.19 Reporting the accident (other than to the police)
- 34.20 Wherever possible, photographs of the accident scene should be taken.
- 34.21 The driver of the municipal vehicle must make a suitable endorsement in the logbook of the vehicle and must without delay complete those portions of the accident report form for which he is responsible and must send the report together with statements by witnesses and other supporting documents, in duplicate in the case of both pool vehicle, permanently allocated vehicles and Department vehicles, to his Fleet Supervisor who should then submit to the Fleet Management Division for processing.
- 34.22 The Fleet Supervisor must ensure that the responsible Department representative furnishes the statement regarding the official usage of the municipal vehicle. The mechanical report must be completed by Fleet Management Division.
- 34.23 The Fleet Supervisor must send the original report form and all the supporting documents to Fleet Management Division. A copy of the report form and copies of supporting documents must be appropriately filed.
- 34.24 Legal proceedings – should the driver of a municipal vehicle be required to appear at an inspection and/or inquiry, or should any criminal or civil proceedings be instituted against him, he must immediately submit the summons, subpoena or notification to appear served upon him, to the Manager: Fleet Management Division in order that the insurance Representative may be consulted in the matter.

34.25 Third-party claims received must immediately be submitted, by the Manager: Fleet Management Division to the insurance representative in the case where a municipal vehicle is involved in the accident,

34.26 When receipt of a claim is acknowledged, it must be stated clearly in the letter of acknowledgment that it is being done without prejudice and that the claim is receiving attention. The letter must contain no statement or admission that could prejudice the Municipality's case.

35. SUSPENSION OF OFFICIALS FROM DRIVING MUNICIPAL VEHICLES

35.1 In the event of a municipal vehicle being or having been subjected to flagrant misuse or irregular use; or

35.2 Where positive proof exists that an official is or was guilty of reckless, willful and negligent conduct while driving a municipal vehicle or such vehicle was involved in an accident while being so driven; or

35.3 Where the driver of a municipal vehicle has been found guilty of driving such vehicle in a reckless, willful and negligent manner; or

35.4 Where the service provider has indicated driver negligence, abuse, improper or total neglect of the operational manual of the vehicle any of which resulted in a breakdown; or

35.5 Where an official driver was under the influence of intoxicating liquor or narcotic drugs or substances or the concentration of alcohol in his blood was not less than that prescribed by legislation while driving a municipal vehicle; or

- 35.6 Where an official has been found guilty of using a municipal vehicle in contravention of any of the stipulations of this Policy;
- 35.7 Such official must immediately be suspended from driving a municipal vehicle until such time as prescribed corrective and reasonable action has been completed under the circumstances, and authority to recommence the driving of a municipal vehicle has been issued in writing by the Manager of the relevant Department in consultation with the HR Department and the Manager: Fleet Management Division.
- 35.8 The Fleet Management Division must be notified in writing of all suspensions and lifting of suspensions.

36. DAMAGE, LOSS, DEFICIENCIES, AND THEFT

- 36.1 Municipal vehicles should constantly be driven and maneuvered carefully with consideration to keep away from pointless infringement of the law.
- 36.2 In an event where a municipal vehicle tracking system provides evidence of excessive speeding, the Divisional Managers are responsible for:
- Issuing verbal warnings and written warnings.
 - Third disciplinary hearing.
 - Recalling the vehicle through a forced termination of the trip.
 - Dismissal through suspending driver's tag.
- 36.3 The Manager: Fleet Management Division together with the Manager: Cash Management Division shall oversee all accidents, deficiencies, theft, incidents, and losses concerning municipal vehicles.
- 36.4 Damage, losses, and deficiencies as a result of major and other inevitable causes and thefts should immediately be reported to the Fleet Supervisor concerned.

-
- 36.5 An official or employee who takes over a municipal vehicle must ensure that any damage or deficiency is immediate, in writing, brought to the attention of the Manager: Fleet Management Division.
- 36.6 A person who does not comply with the requirements of subparagraph 26.3 shall be deemed to have received the vehicle in good order.
- 36.7 Further to paragraph 26.4 the vehicle is the responsibility of the user Department, and such Manager will be held liable for any accident damage or loss not reported to Fleet Management Division beforehand.
- 36.8 Where incidents of damage, loss, deficiency, and theft occur, the official operating the municipal vehicle must immediately report the incident to his Supervisor, who in turn must notify the police within 24 hours and his Fleet Supervisor as well as Fleet Management Division without delay. Where an official returns a vehicle to the Fleet Management Division not in a condition as it was collected he must report any damage, loss, deficiency or theft, which has not yet been brought to notice. The Fleet Management Division shall ensure that all cases are properly investigated by obtaining all particulars, and statements required for such incidents.
- 36.9 Where incidents of damage, loss, deficiency, and theft occur while a vehicle is on tour, the official concerned must report the incident to the nearest police station within 24 hours and on his return to his headquarters to his Supervisor without delay, who in turn must notify the Fleet Management Division immediately. Where the official or employee returns a pool vehicle directly to Fleet Management Division on his return, he must immediately also report the incident to Fleet Management Division.

36.10 Restitution – if criminal proceedings are instituted against any person other than the official driver of the municipal vehicle or any other official in connection with the loss, theft, damage or misuse of the vehicle or its parts or accessories, the driver of the municipal vehicle concerned or a responsible official of his Department must report to Fleet Management Division, which will in-turn seek legal advice from Legal Services. Where a pool vehicle is involved, the steps prescribed in this subparagraph must be taken, wherever practicable, in consultation and collaboration with the relevant authority.

36.11 Drivers are expected to take care of all vehicle accessories, such as first Aid kits, fire extinguishers, spare tires, etc.

36.12 Any person found unlawfully removing fuel from a Municipal vehicle or involved in the unauthorized removal or exchange of any component on Municipal, will be subject to the strictest discipline, as prescribe in the City of Windhoek Municipal Regulations/Disciplinary procedures.

37. INSURANCE

37.1 Municipal vehicles are insured by insurance companies that cover the expenses incurred as a result of accidents, including claims of third parties, claims by authorized official passengers against the official drivers in respect of personal injuries or damage to municipal vehicles or the loss of or damage to property. Officials or employees driving a municipal vehicle and their colleagues are covered by this insurance.

37.2 An official who is injured while using a municipal vehicle on official duty either as a driver or as a passenger will be regarded as having been injured on duty and the matter will be dealt with following the arrangements applicable to injury on duty.

37.3 The cover and arrangements in the case of an injury on the duty of the driver of the municipal vehicle may not be applicable in a case where the driver –

-
- 37.4 Did not act in the performance of his official duties or did not act in a bona fide way (in good faith).
- 37.5 Exceeded his powers mala fides (in bad faith)
- 37.6 Without prior consultation with the Insurance attorney made an admission that harmed the municipality's case;
- 37.7 Used the municipal vehicle concerned without authority for other than official purposes;
- 37.8 Where applicable, did not have an appropriate driver's license;
- 37.9 Handled the municipal vehicle without having been properly authorized to that;
- 37.10 Allowed the vehicles to be handled by a person not authorized to do so;
- 37.11 Without authority deviated from the authorized or official trip or route, or handled or used a municipal vehicle or occupied the driver's seat while the engine was running, and
- 37.12 He/she was under the influence of intoxicating liquor or a drug having a narcotic effect; or
- 37.13 The concentration of alcohol in his blood was not less than that prescribed by legislation and this could have resulted in or contributed to liability being incurred, in such cases own legal counsel must be obtained.

38. PURCHASE RESTRICTION

- 38.1 Purchases should be limited to immediate requirements of commodities and services essential for the roadworthiness, operation, and maintenance of the municipal vehicles.

38.2 Tools, accessories and a locking type fuel tank cap may not be bought under any circumstances unless prior approval was obtained from Fleet Management Division in the case of pool vehicles or from the Department if it is a Departmental vehicle.

38.3 Additives purchased to protect the cooling system must contain the SABS (South African Bureau of Standards)/ SANS (South African National Standards) mark of approval.

39. SERVICING OF MUNICIPAL VEHICLES

39.1 All municipal vehicles shall be serviced following this Policy and specifications prescribed by the manufacturers. All vehicles must be serviced and repaired in accordance with the procedures as laid down by the Fleet Manager

39.2 For the necessary servicing, repairs, and attention, all municipal vehicles shall be taken to Fleet Management Division. The Fleet Manager accountable for vehicles is liable for guaranteeing that procedures are strictly adhered to.

39.3 A prominent sticker indicating the kilometer reading when the vehicle is due for the next service will be attached to the speedometer of the vehicle.

39.4 Vehicles due for service must be reported to the Division: Fleet Management Reception office and a time and date for the service, that will suit both parties, must be arranged.

39.5 The Fleet Management Division will tend to services reported and properly booked 500 km before the kilometer reading as indicated on the service sticker. The 500-kilometer leeway as indicated is provided to arrange a date and time that would suit both parties.

39.6 Municipal vehicles that exceed the kilometer reading as indicated on the service sticker will not be serviced unless accompanied by a memorandum, with reasons, signed by the Divisional Manager/Supervisor in control of the vehicle.

- 39.7 Municipal vehicles that exceed the indicated service interval will not be released until the service has been performed. The service will only be performed after receipt of the memorandum signed by the Divisional Manager/Supervisor. A vacant time slot for the service must be available and it is possible that a municipal vehicle could be retained for several days if advanced bookings result in a full schedule.
- 39.8 A standard service interval of 10 000 km will be used for both petrol and diesel powered vehicles.
All new vehicles are to be serviced as indicated in the Manufacturer's service booklet.
Services must be reported during the 500-kilometer leeway before the actual kilometers indicated on the sticker.
- 39.9 All municipal vehicles will receive a routine lubrication service and a check-up at the Service Bay every 10 000 km and a full maintenance service every 20 000 km.
- 39.10 Adjustments and repairs. When the official in charge of the vehicle hands the vehicle over for servicing, he/she must report any adjustments or repairs, which he/she considers to be necessary, to Fleet Management/Fleet officer.
- 39.11 Petrol and oil additives. No petrol and oil additives other than those prescribed by the manufacturers of the vehicle concerned may be used.

The following should be checked when maintenance is done on a vehicle:

- Fuel level
- Radiator Water level
- Brake fluids level

- Lights
- Reflectors
- Oil change
- Filter replacement

40. CERTIFICATE OF FITNESS

- 40.1 All vehicles requiring a Certificate of Fitness (COF) should be introduced to the Fleet Administrator at least 3 months preceding the expiry of the COF for municipal buses and trucks and 1 month for the sedans. Inability to see this mandate will bring about extra expenses/punishments forced in regard of terminated COF's being charged to the driver/Specialty Unit concerned.
- 40.2 Important information to be noted by Departments/Divisions for planning purposes.
- 40.3 The time required for the 10 000-km services plus check over will vary and is estimated to take between two and four hours. If defects are found during the check over the repair time will increase.
- 40.4 The municipal vehicle will be needed for a period of at least two days for the 20 000 km full maintenance service. (The availability of labor, spares, and material will determine the turnaround time).

41. REPAIRS AND REPLACEMENT OF PARTS AND ACCESSORIES

- 41.1 Fleet manager should ensure that the required repair and replacement are carried out on time.
- 41.2 Under no circumstance should a vehicle be repaired by an unqualified person.

41.3 Inflation of tires should be done to the pressure recommended by the manufacturer of the vehicles.

41.4 Incorrect inflation may contribute to tire failure

41.5 Wheel nuts should be properly tightened immediately after a wheel has been replaced.

41.6 Wheels and tires should be replaced in consultation with the Municipal workshop and Fleet Management.

41.7 If a vehicle is stationed where there is no garage of manufacturer the vehicle may be replaced by approved local agents.

41.8 All repairs, replacement of parts and accessories shall be done by/through the Vehicle Fleet Division.

41.9 Warranty – all warranties shall be monitored to avoid wasteful expenditures that might arise.

42. METHOD OF PAYMENT TO SERVICE PROVIDERS FOR SERVICES AND SUPPLIES

All payments to service providers shall be processed through the Vehicle Fleet Division and Cash Management Division.

43. HANDLING AND DISPOSAL OF UNSERVICEABLE TYRES, BATTERIES, SPARE PARTS, ACCESSORIES, TOOLS, etc.

43.1 Items to be returned to Fleet Management Division:

43.2 All unserviceable tires of all municipal vehicles must be returned to Fleet Management Division.

- 43.3 Batteries that were for any reason not handed over for part payment during their replacement.
- 43.4 All items to be returned must be forwarded most safely and economically. In all cases, a label must be attached to the item and the number of the vehicle from which it has been removed must be recorded on the label.
- 43.5 Regardless of whether commercial garages assist officials in this regard the instructions regarding the method of return must be complied with.
- 43.6 Items to be scrapped – Replaced parts that do not have to be disposed of must be dumped or left at the garage or workshop where the repairs were undertaken.
- 43.7 Disposal – all unserviceable accessories, tools, parts, etc. must be disposed of through public auction or as per Council resolution.

44. WITHDRAWAL OF VEHICLES FROM SERVICE AND REPLACEMENT CRITERIA

- 44.1 Municipal vehicles shall be withdrawn from service based on one or a combination of the following factors.
- 44.2 Municipal vehicle age – In situations where the following vehicle age; maximum kilometers; or maximum hours are reached, replacement is compulsory.
- 44.3 Sedans - 160,000km or (10 years if the vehicle has not already traveled 160,000km)
- 44.4 Light delivery and medium delivery vehicles – 160,000km or (10 years if the vehicle has not already traveled 160,000km)

- 44.5 Heavy duty trucks – 200,000km or (12 years if the vehicle has not already traveled 200,000km)
- 44.6 Buses – 180,000km or (11 years if the bus has not already traveled 180,000km)
- 44.7 Motorcycle 80,000km or (8 years if the vehicle has not already traveled 80,000km)
- 44.8 Tire dozer - 10,000 hours or (10 years if the vehicle has not already operated for 10,000 hours)
- 44.9 Track dozer - 120,000 hours or (12 years if the vehicle has not already operated for 120,000 hours)
- 44.10 Front end loader - 8,000 hours or (8 years if the vehicle has not already operated for 8,000 hours)
- 44.11 Cranes - 8,000 hours or (15 years if the vehicle has not already operated for 8,000 hours)
- 44.12 Tractors - 240,000 hours or (12 years if the vehicle has not already operated for 240,000 hours)
- 44.13 Forklifts - 6,000 hours or (12 years if the vehicle has not already operated for 6,000 hours)
- 44.14 Uneconomic to repair
- 44.15 Accident damage beyond repair.
- 44.16 Body condition worn-out and corroded.

45. INTERNAL TRANSFER OF MUNICIPAL VEHICLES

A municipal vehicle may under no circumstances be transferred from one Department to another without the relevant written authority i.e. the Manager's written authority with the approval of the Manager: Fleet Manager.

46. FITTING ADDITIONAL EQUIPMENT TO MUNICIPAL VEHICLES

- 46.1 Additional equipment may be fitted to a municipal vehicle based on the following conditions:
- 46.2 The said equipment should be a necessity to facilitate the provision of service.
- 46.3 Costs attached to the fitting of initial equipment will be charged to the account of the Department concerned. When such a vehicle that was fitted with additional equipment is replaced, such equipment should form part of the specification to procure the replacement vehicle.
- 46.4 The fitting of equipment must be done in consultation with the Fleet Management Division.

- 46.5 No alterations may be made on the vehicle, unless if it is necessary to facilitate the fitting of the equipment to the vehicle.
- 46.6 Equipment fitted must be of the removable type.
- 46.7 The user Department must assume responsibility for any damage resulting from the fitting of the equipment.
- 46.8 Where a tow bar is fitted to a vehicle, the user Department must assume responsibility for any damage to a vehicle resulting from the towing of a towed unit.
- 46.9 All requirements of the Road Traffic and Transport Act 22 of 1999 must be complied with.
- 46.10 The costs relating to damage to a vehicle as a result of the theft of unauthorized equipment will be recovered from the user Department concerned.

47. SWAPPING OF MUNICIPAL VEHICLE PARTS AND ACCESSORIES PROHIBITED

Under no circumstance shall vehicle parts and accessories (e.g. tires, alternators, batteries, jacks, etc.) be swapped between vehicles.

48. MONITORING SYSTEM

Various devices are available to monitor the functioning and operation of vehicles. The table below shows existing and future devices that can be used by City of Windhoek the purpose thereof:

Device	Use	Application
Tracking	Monitors speed, engine revolutions, distance, idling time and down time, accident data, brake abuse and driver misuse	All vehicles
Tracking	Monitors the route and location of the vehicle and it also serves as an anti-hijacking device.	All vehicles
Engine protector	Monitor oil pressure and temperature, water pressure and temperature and automatically switches engine off when abnormal	Heavy vehicles
Fuel Management system	Monitor the fuel issuing and consumption	All vehicles

49. MUNICIPAL VEHICLE TRACKING SYSTEM

All municipal vehicles will be fitted with a tracking device (vehicle tracking-system) to monitor their movements to safeguard them against theft, abuse, and misuse.

Fuel, Tracking and Fleet Management System functions

- Reliable geo-location: enhances calls for backup support, better enables teams to arrive promptly and where needed, and enhances timely response to make a difference.

- Real-time updates during pursuits: Dispatchers and team leaders have the ability to closely monitor all vehicles involved in the pursuit, allowing for quick tactical decision-making. During a multi-vehicle pursuit, the entire team collaborates to maintain awareness of the locations of all vehicles involved, ensuring comprehensive coverage.
- Geo Fencing – Establishes vehicles location in relation to geographical boundaries
- Paperless Reports – The tracking solution generates digital reports so that supervisors can view the data in an easy-to-read format.
- Locate Vehicles and Drivers
- Improved Driving Habits and Safety
- Improve Customer Response Time
- Reduce Fuel Costs
- Maintain Regular Fleet Management Schedules
- Theft Prevention
- Cost Monitoring and Control
- Fuel Management monitoring.

Driver's tag

- Workers who effectively finish the assessment and can get position to drive Municipal vehicles will get a Vehicle Auto-remote Tag.
- The remote will be customized with the driver's data. From name to employee numbers and which department they work for.
- The tag can be used to generate reports on the driver's behavior.
- Tagging of vehicle for another driver is disallowed.
- The driver tag is likewise a Municipal resource and must be represented when occasions, for example, robbery, misfortune or abuse happen.
- In an occasion where the driver has lost the label they are to report to the Fleet Manager immediately. In the event of death the tag should be returned to the Fleet Manager.

In an event where Municipal official is found tampering with fitted tracking device, upon being found guilty such user must be suspended from using any Municipal vehicles and necessary disciplinary actions must be taken. **Driver of the year competition**

- In-house driver competition shall be done on an annual basis.

- All Municipal employees holding authority to drive the municipal vehicle qualify to participate into the competition.
- The Municipality may consider incentives and awards for position 1-3.

50. MUNICIPAL VEHICLE AUDITING

The disposal of municipal vehicles that had been withdrawn from service through Council resolution shall be effected following the provisions of the Public Procurement Act and Local Authority Act.

MOTIVATION FOR DISPOSAL OF VEHICLE

Before the discarding a vehicle, the organization unit should foster an inspirational letter with regards to why the vehicle is being arranged and eliminated from the City of Windhoek resource register. The inspiration should contain the following basic data:

- Reasons for the disposal
- Vehicle acquisition date and price
- Mileage
- Trade in value

ASSET REGISTER AND MANAGEMENT AND ACCOUNTING

The vehicle must be removed from the asset register once the Auction process has been completed and the proceeds from the auction have been received and are reflecting in the City of Windhoek bank account. The responsible accountant is then expected to apply the necessary accounting methods for vehicle disposal. Once the asset register is updated with regards to the disposal of the vehicle such changes must reflect in the Balance Sheet of City of Windhoek

51. USE OF MUNICIPAL VEHICLES ON TRIPS TO OTHER TOWNS AND BEYOND THE BORDERS OF NAMIBIA

- 51.1 Departments/Divisions "with approved motivations" for "TRIPS TO OTHER TOWNS AND BEYOND BORDERS" must forward their request in writing and well in advance.
- 51.2 No verbal requests will be considered at all.
- 51.3 A Trip Authorization for after normal working hours, "TRIPS TO OTHER TOWNS AND BEYOND THE BORDERS OF NAMIBIA" will be issued to accompany the vehicle.
- 51.4 For "BEYOND BORDER TRIPS A DECLARATION FORM"
- 51.5 All the issued documents are to be handed back to the office of the Manager: Fleet Division, upon completion of the trip.
- 51.6 All "TRIPS TO OTHER TOWNS AND BEYOND BORDERS" should be arranged in advance to identify a suitable mode of transport to avoid unnecessary delays or cancellation.

52. PENALTY

A contravention of any of the stipulations of this Policy will result in disciplinary action and processes of the City of Windhoek as outlined in the Disciplinary procedures.

54. TRAINING

Training and competency and defensive driving will be offered by the Department of City Police upon request by the Department of Finance and Customer services when necessary

55. DOCUMENTATION TO BE USED IN OPERATIONS UNDER THIS POLICY

- Trip Authority Forms
- Vehicle Issue (Pre-/Post Inspection Forms)
- Logbooks
- Fleet Management and Auxiliary Services Policy
- Industrial Relations Policy

56. CONCLUSION

Please guarantee that all concerned representatives are all around informed about this policy and information thereof as infringement might lead disciplinary activities against worker and suspension of municipal vehicle.



REPUBLIC OF NAMIBIA

MINISTRY OF MINES AND ENERGY

Tel: +264 61 284-8111
Fax: +264 61 238643 / 220386
E-mail: info@mme.gov.na
Website: www.mme.gov.na

6 Aviation Road
Private Bag 13297
WINDHOEK

Enquiries: Abraham Hangula (Tel: 061-2848289)
Email: abraham.hangula@mme.gov.na

30 May 2024

Mr. Moses Matyayi
Chief Executive Officer
City of Windhoek

Dear Mr. Matyayi

SUBJECT: STRENGTHENING COLLABORATION: CONFIRMING FUNDING AND NEXT STEPS

We acknowledge receipt of your letter dated 17 May 2024. Our goals are indeed aligned, as the Ministry of Mines and Energy (MME) also aims to achieve 100% universal access to all communities. Our Electrification Policy has set a target date of 2040, and we look forward to working with the City of Windhoek (CoW) to realize this goal.

We reaffirm the Ministry's commitment to contributing **N\$15 million** for peri-urban household electrification in the City of Windhoek, inclusive of several high mast lights. These funds are available, and CoW can commence with project work as soon as possible.

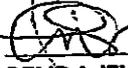
The Ministry requests that CoW provide a list of the localities, including the number of households and associated costs, for the Minister's final approval as per the draft letter of undertaking.

We also request to hold the first Monitoring and Evaluation (M&E) meeting between our technical teams. We propose having the meeting at MME headquarters, 6 Aviation Road, on the 6th Floor boardroom at 10:00 AM on Wednesday, 05 June 2024.

In conclusion, the Ministry is ready to sign the letter of undertaking. We propose either of the following dates for the signing: 12, 14, or 16 June 2024.

We appreciate your collaboration and commitment to this initiative and look forward to working together to achieve our shared objectives.

Warm regards,


PENDA ITHINDI
EXECUTIVE DIRECTOR
Private Bag 13297
WINDHOEK



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: Sirkka Pascoal
Tel: (+264) 61 297-5064
Fax: (+264) 61 297-52979
spascoal@murd.gov.na

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 26/4/RC03
Your Ref:

CIRCULAR

**TO: CHIEF REGIONAL OFFICER
CHIEF EXECUTIVE OFFICERS – LOCAL AUTHORITIES
KHOMAS REGION**

Dear Colleagues

SUBJECT: BUDGET ALLOCATION AND CONFIRMATION OF FUNDS IN COMPLIANCE WITH SECTION 25. (4)(B) OF THE PUBLIC PROCUREMENT ACT, 2015 (ACT NO. 15 OF 2015) AS AMENDED (THE ACT): CAPITAL PROJECTS 2024/2025

As you are aware, the 2024/2025 National Budget was tabled in Parliament on 28th February 2024 and we (vote 17) have been allocated a total Development Budget in the amount of N\$1,203,056,000.00. The allocation to your Region for the capital projects is indicated in the Annexure A attached hereto.

Your kind attention is drawn to the following:

1. You are urged to indicate the allocated development budget in your 2024/2025 financial year budget;
2. Any unpaid invoices carried over from the previous financial year (due to budget cut and/or realignment) must receive first priority and be settled from the 2024/2025 budget allocation before any other needs;
3. You are cautioned not to over commit the Government by ensuring that any projects to be undertaken are strictly within the limit of the 2024/2025 financial year budget allocation, less or after existing outstanding invoices and/or over commitment from previous financial year/s have been settled;
4. You are hereby advised to comply with the guidelines including the conditions of disbursement of funds as stated in Treasury Circular 4 of 2015 and MURD Circular dated 03rd December 2019 as well as the provisions of the Public Procurement Act, 2015, (Act No. 15 of 2015) as amended when implementing and managing your capital projects;
5. Furthermore, you are advised that virement of funds is prohibited during the continuation budget authorization period, which is April to July 2024 as per the Treasury Circular dated 19th March 2024. (*Annexure B*); and
6. Accounting Officer/s are urged to comply with Section 25. (4)(b) of the Public Procurement Act, 2015 (Act No. 15 of 2015) as amended (The Act).
7. As you know, the Government is not in a financial position to meet all the developmental needs in the country in a single financial year. Accordingly, the budgetary allocations made available to our Vote is not able to cater for all, but only some of the funding requests from Regional and Local

All official correspondence must be addressed to the Executive Director

Authority Councils for now. As such, the Ministry has no or very little room to consider request for additional allocations.

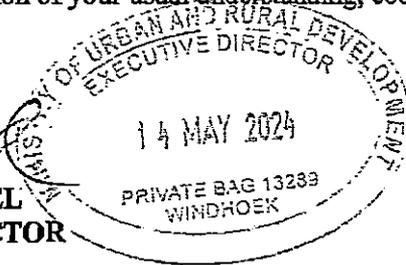
Notwithstanding the above, we are open to have further engagements with you during the planned budget consultations with a view to explore ways on how to optimise the utilisation of the available resources.

In order to avoid the reduction or even a complete re-allocation or forfeiture of funds allocated to us in the current and subsequent financial years, we are urged to start executing our projects soonest and ensure that our projects and budget execution rate is at least 10% by or before the mid-term review period. Also be reminded that any unutilised budget by the deadline set for payment maybe sometime in March 2025 will be forfeited to Treasury.

Thank you in anticipation of your usual understanding, cooperation and prompt action.

Yours sincerely,


NGHIDINUA DANIEL
EXECUTIVE DIRECTOR



MINISTRY OF URBAN AND RURAL DEVELOPMENT				
CAPITAL PROJECTS EXPENDITURE TO DATE				
FY - 2024/2025				
KHOMAS REGION				
NPC CODE	Project Name	Original Budget FY - 2024/2025	Unpaid Invoices FY - 2023/2024	Available Amount FY - 2024/2025
18582	Upgrading and Development of Informal Settlements & Low Income Townsh	10,000,000.00	2,678,689.69	7,321,310.31
18720	Construction of Services Infrastructure in Groot Aub	1,500,000.00	-	1,500,000.00
20247	Provision of Basic Sanitation in Rural Areas Khomas Region	298,000.00	-	298,000.00
Total for Region		11,798,000.00	2,678,689.69	9,119,310.31

VERIFIED BY:

07/05/2024

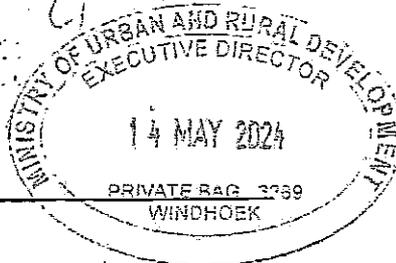
Mr. Festus Hajbambo
DEPUTY DIRECTOR: TECHNICAL SERVICES COORDINATION

CONFIRMED BY:

Mr. Shadrick Tubaleye
FINANCIAL ADVISOR

~~APPROVED / NOT APPROVED~~

Mr. Nghidinua Daniel
EXECUTIVE DIRECTOR



P.O. Box 3447
Windhoek.

To: City of Windhoek

Re: Application for Erf Consolidation

I Miss Tjimbinaje Kaeka owner of erf 798 crater street, Dorado park would like to apply for a 10 metres portion of erf 1049 on the right side of my erf. I would like the land I am applying for and my erf to be consolidated.

ID: 90040300773

Contact details: 0814144898

Email: TKaeka@fnbnamibia.com.na

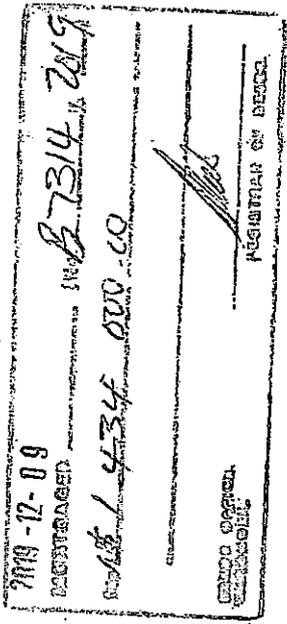
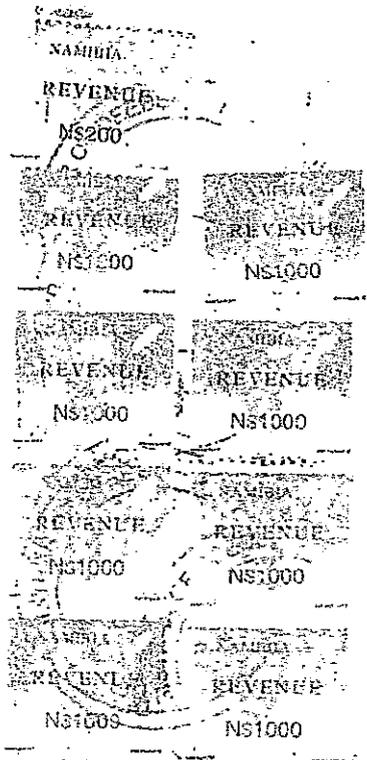
I hope all is in order, please do not hesitate to contact me for further information.



Miss Tjimbinaje Kaeka

Prepared by me,

[Signature]
Conveyancer,
YSSEL E H



DR WEDER, KAUTA & HOVEKA INC
ATTORNEYS, NOTARIES AND CONVEYANCERS
3RD FLOOR, WKH HOUSE
JAN JONKER ROAD
P O BOX 864 / 822 WINDHOEK

DEED OF TRANSFER

T 8407 / 2019

BE IT HEREBY MADE KNOWN

THAT ~~ETIENNE HENNING YSSEL~~ RISA DREYER

D

appeared before me, the *Deputy* Registrar of Deeds at WINDHOEK,
he/she the said Appearer, being duly authorised thereto by a Power of Attorney granted to
him/her by

BETHUEL KAEKA
Identity Number : 590212 0031 7
Unmarried

signed at WINDHOEK on 24th September 2019

DR WEDER, KAUTA & HOVEKA INC
ATTORNEYS
AUSSPANNPLATZ, WINDHOEK

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AND THAT APPEARER DECLARED THAT the said Principal had on 22nd August 2019 sold, and that he/she in his/her capacity aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

TJIMBINAJE KAEKA
Identity Number : 900403 0077 3
Unmarried

Her heirs, executors, administrators or assigns

CERTAIN : ERF NO 798 (A PORTION OF ERF NO 313) DORADO
 PARK (EXTENSION NO 1)

SITUATE : IN THE MUNICIPALITY OF WINDHOEK
 REGISTRATION DIVISION "K"
 KHOMAS REGION

MEASURING : 350 (THREE FIVE NIL) SQUARE METRES

FIRST : transferred by Deed of Transfer No T. 4510/1999 with
 General Plan S.G. No A. 701/1995 relating thereto and

HELD BY : Deed of Transfer No T. 4511/1999

SUBJECT TO : the following conditions in terms of the Town Planning
 Ordinance No 18 of 1954 as amended, namely :

IN FAVOUR OF THE LOCAL AUTHORITY

- A. The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
- B. The building value of the main building, excluding the outbuildings, to be erected on the erf shall be at least four times the municipal valuation of the erf.

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WHEREFORE the Appearer, renouncing all the Right and Title which the said TRANSFERORS heretofore had to the premises, did, in consequence, also acknowledge them to be entirely dispossessed of and disentitled to the same, and that, by virtue of these Presents, the said TRANSFEREES, their heirs, executors, administrators or assigns now are and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights, and finally acknowledging the purchase price amounting to the sum of N\$900 000.00 (NINE HUNDRED THOUSAND NAMIBIA DOLLARS) but that transfer duty was paid on N\$1.420 000.00 being the fair value of the said property.

SIGNED AT WINDHOEK on 2019 -12- 09
together with the Appearer, and confirmed with my Seal of Office



SIGNATURE OF APPEARER



TRANSFER DUTY - FORM B
DECLARATION BY PURCHASER

TRANSFEROR (Seller)

BETHUEL KAEKA

TRANSFeree (Purchaser)

TJIMBINAJE KAEKA

DESCRIPTION OF PROPERTY

CERTAIN: ERF NO 798 (A PORTION OF ERF NO 313) DORADO PARK (EXTENSION NO 1)
SITUATE: IN THE MUNICIPALITY OF WINDHOEK
REGISTRATION DIVISION "K"
KHOMAS REGION
MEASURING: 350 (THREE FIVE NIL) SQUARE METRES

PURCHASE PRICE OF N\$900 000.00

Accepted for Stamp Duty purposes

Date of Transaction: 22 AUGUST 2019

TRANSFER DUTY PAID BY:

DR WEDER, KAUTA & HOVEKA INC
P.O. BOX 864 / 822 WINDHOEK

Consideration: N\$900 000.00

Postal Address:

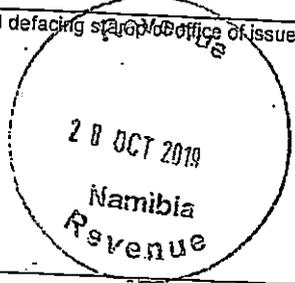
FOR OFFICIAL USE

Transfer duty paid on NS. 900 000 - 00

Being:

Law under which duty charged

Steel defacing stamp Office of Issue



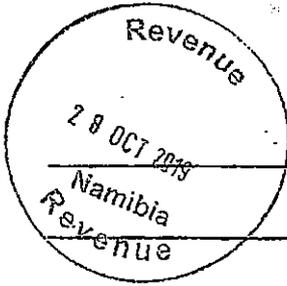
24/10/19
RECEIVER OF REVENUE

CASH REGISTER RECEIPT

Handwritten mark resembling the number 16.



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE
 INLAND REVENUE DEPARTMENT
**PAYMENT RECEIPT**

Receipt Number: 0200027446

Office Code	TIN	Taxpayer Name	Postal Address	Received by
02	05809873	Tjimbinaje Kaeka	P O Box 3447; Windhoek; Namibia;	Moira , Vries

Transfer Duty Details:

Transferor Name(Seller)	Bethuel Kaeka		
Transferee Name (Purchaser)	Tjimbinaje Kaeka		
Conveyancer Name	Dr Weder , Kauta And Hoveka Incorporated		
Physical Address of Property	ERF NO 798 (A PORTION OF ERF NO.313) DORADO PARK (EXTENSION NO.1)		
Town	Windhoek	Region	KHOMAS
Size of Property	350	Date of Transaction	22-08-2019
Consideration (Purchase Price)(N\$)	1,420,000.00	Transfer Duty paid on (N\$)	1,420,000.00

Tax Type	Year	Period	Payment Date	Liability Type	Payment Mode	Received Amount (N\$)
Transfer Duty	2020		28-10-2019	Duties & Levies	Direct Deposit	25,000.00
Total Amount(N\$)						25,000.00

This is the original receipt

REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD



900403 0077 3



DIKIMANE
KAEKA
TJIMBINAJE

145

DATE OF BIRTH	1990-04-03	CITIZENSHIP	CITIZEN
PLACE OF BIRTH	WINDHOEK	HAIR COLOR	BROWN
SEX	FEMALE	HEIGHT	1,60
ISSUE DATE	2008-07-22		
IDENTIFICATION NUMBER	U11147		
			
90040300773			

THE NATIONAL IDENTITY CARD IS VALID FOR THE REPUBLIC OF NAMIBIA

REPUBLIC OF NAMIBIA

[Municipal Council Minutes: 2001-07-25]

8.3.28

**UPG.1 [PLA] POLICY FOR THE DISTRIBUTION
AND FUTURE USAGE OF PUBLIC OPEN
SPACE IN WINDHOEK
(3/1/P) (16/15/1)**

On proposal by Councillor Dr B von Finckenstein, it was

RESOLVED

- 1 That the 'Policy for the Distribution and Future Usage of Public Open Space in Windhoek', its appendices and the plan 'Parks in Windhoek 2000' be adopted as policy documents.
- 2 That urban development within Windhoek, by the public or private sector, be guided, inter alia, by the general principles contained in the Policy.
- 3 That the usage of open spaces as set out in the appendices be approved and that the recommended facilities accompanying the designation and as set out in chapter 5 of this policy be adopted as minimum targets for parks and recreational development.
- 4 That the approved usage and designated facilities be used to assist annual budgeting for further development commensurate with the designated role of the open space.
- 5 That based on the principle that people should not have to walk for longer than ten minutes to get to a local facility such as a park, the size and distance criteria set out in chapter 6 be adopted as design guidelines for new townships.
- 6 That the City recognise its heritage of fragile eco-systems identified in the report comprising river courses, dams, mountains, hilltops and steep valleys, and other natural features and is determined that they be subject to environmental conservation measures and that opportunities be pursued for sensitive recreational development and eco-tourism so as to maintain a balance between conservation and recreational open spaces.
- 7 That special protection be provided for drainage areas by way of a buffer 'infiltration area' extending to a recognised distance from the riverbeds so that absorptive soil sponge next to the riverbank can be retained to facilitate seepage of water into the groundwater reserves, for maintaining riverine ecological systems, and also to act as a bio-filter, cleaning water before it is deposited into the riverbed.
- 8 That the following guidelines be used for assessing applications for portions of public open space:
 - 8.1 A watercourse including an 'infiltration area' not be permanently closed, other than with a servitude to prevent building within the infiltration area, or be used other than as park, a garden or a recreational area.

- 8.2 The 'infiltration area' be assessed preferably by a hydrogeological study to be carried out as part of an environmental impact study to assess groundwater vulnerability and to fix the boundaries for subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability, or where this is not feasible then by the following criteria:
- Adoption of the 1:100 year flood line where this is available, or
 - Imposition of a 5 metre wide infiltration area between the seasonally active bed of a watercourse which is further than 500 metre or more from its bounding watershed, and the nearest structures.
- 8.3 The physical occurrence of a watercourse be defined as being the outer edge of the seasonally active (gravel) bed or the identifiable banks of a watercourse.
- 8.4 The protection afforded by an infiltration area be applicable for a watercourse should it be 500 metre or more from its bounding watershed or should special topographical or flow conditions warrant earlier recognition.
- 8.5 No area within a 1 in 50 year flood line be built upon or used for any purpose other than as park, a garden or a recreational area.
- 8.6 Minor watercourses (drainage channels) be consolidated with adjacent properties provided that any 'infiltration area' of the watercourse is reserved by a servitude free of structures or impermeable surfacing.
- 8.7 That no land designated for a City, suburban or neighbourhood park be diminished in any way unless a park development plan exist which indicate clearly that some portion of the land not be used by the community and represent waste land.
- 8.8 That in all cases where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse for non residential activities which pose a threat of polluting the watercourse, and in all cases where such a development lie within 10 metre of a watercourse, a hydrogeological study be carried out:
- To assess groundwater vulnerability,
 - To recommend conditions for the development and
 - To fix the boundaries for any subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability.
- 8.9 That where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse full details of the proposed activities be supplied so as to enable the City to assess the groundwater vulnerability.

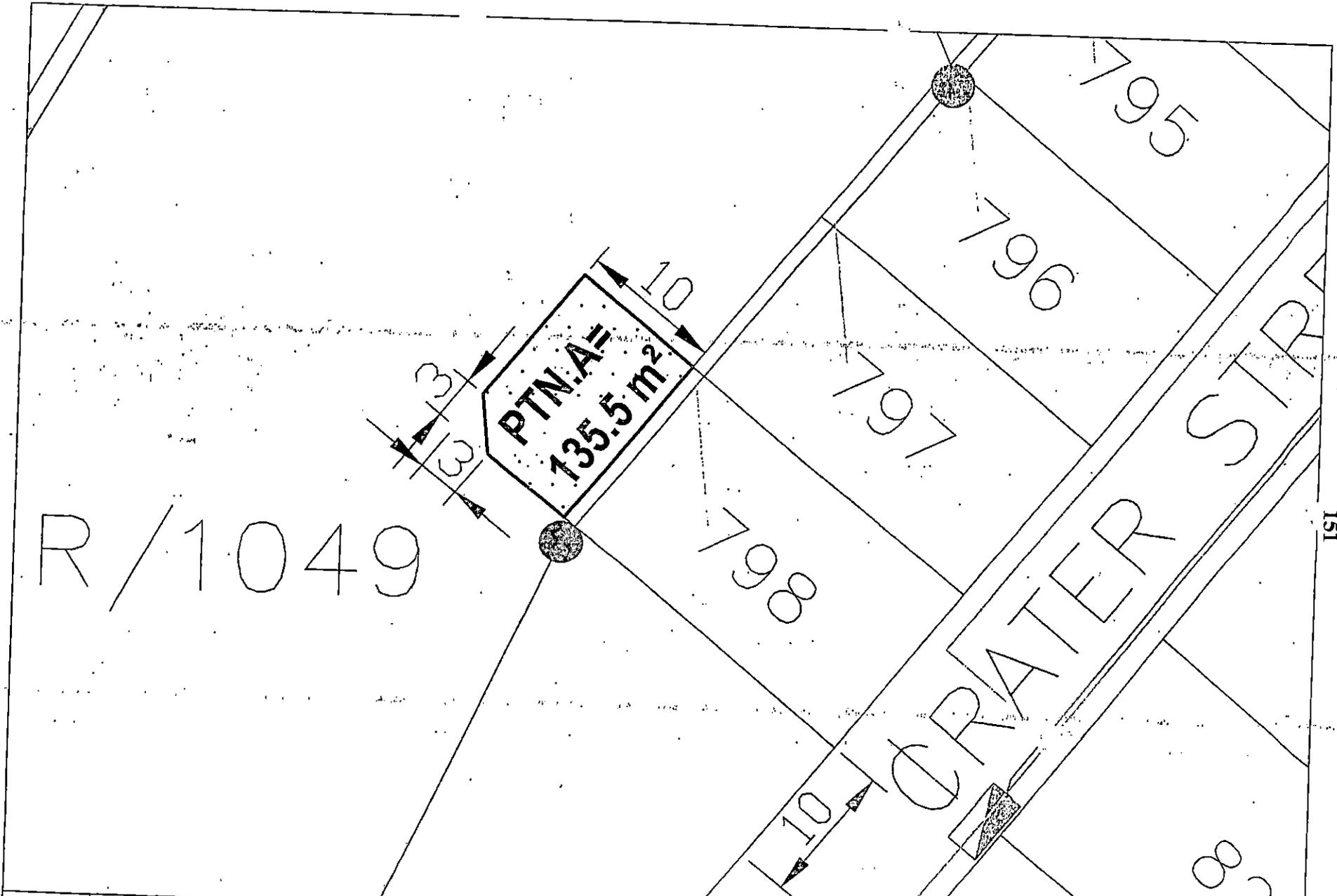
- 8.10 That in other cases not involving watercourses or designated parks, 10 metre wide portions of land be acquired for consolidation with adjacent erven provided that:
- The extent of land taken would not undermine the value of the open space to the community;
 - Extraction of a portion will not damage or inhibit access of the public to the open space;
 - Only one 10 metre wide portion may be acquired with no subsequent extraction (small variations from the 10 metre may be permitted to accommodate local features);
 - Neighbours and other affected parties have no valid objection;
 - The new usage would not damage any scenic views of the hillside or any valuable natural features, and
 - Services are not adversely affected.
- 9 That, as opportunity arises, every remaining open space be considered in respect of its full extent for closure, partial closure or retention and that no recommendations be made on the basis of a partial investigation only.
- 10 That the criteria set out above and in the Policy be used in the design of new settlements and that specially attractive or sensitive natural features and areas of scenic beauty be incorporated for their protection into future open spaces as far as is reasonably possible.
- 11 That for all townships proclaimed since 1980, except for additional strips of land along the edges of steep hillsides (approximately 10 metre wide), where application is supported by affected adjacent erf owners, no further small scale diminution of open spaces be supported.
- 12 That for townships proclaimed before 1980, namely Katutura and Extensions 1 to 13, Khomasdal and Extensions 1 to 3, Windhoek residential townships, Klein Windhoek and Extensions 1 to 3, Erospark, Academia, Olympia and Pionierspark, except for approximately 10 metre wide strips along the edges of steep hillsides, where application is supported by affected adjacent erf owners, applications be handled in terms of paragraphs 8 and 9 and further small scale diminution only be allowed where such diminution has already commenced.
- 13 That the above rules not be interpreted to bar the City from totally closing an open space which serve only as a drainage channel and by piping the stormwater flow, to make the land available for urban use or where the area is to be physically closed or fenced off for security purposes at the request of adjacent erf owners.
- 14 That in all new township development a hydrogeological study be carried out as part of any environmental impact analysis or feasibility study to assess groundwater vulnerability and to fix the boundaries for subdivision of

developable erven along watercourses and other identified areas of groundwater vulnerability.

- 15 That the public be reminded that in terms of Council Resolution 55/02/93 of 24 February 1993 which has been incorporated into this Policy, it consider the allocation of portions of public open spaces for local community development of community facilities with or without a community centre as part of Citizen-City partnership initiatives.
- 16 That the City see the establishment of common goals in the conservation and utilisation of open spaces in the City as a critical factors in promoting social upliftment and improving the living conditions of its citizens.

RESOLUTION 251/07/2001 [POLICY]

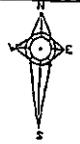




SUBDIVISION OF A PORTION OF ERF 1049, DORADO PARK, FOR
CONSOLIDATION WITH ERF 798, DORADO PARK
PATH: o:\cad data\groups\geomatics\798 DP PLAN NO: 798-1

03 AUGUST 2023

SCALE 1:1000



[Municipal Council Minutes: 2004-08-25]

8.3.4

**BRB.2 [PLA] CALCULATION OF PURCHASE
PRICE – ADDITIONAL LAND SALES
(16/15/2/2/1)**

On proposal by Councillor Dr B von Finckenstein, it was

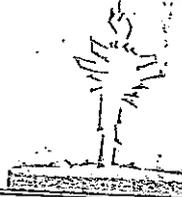
RESOLVED

That Council Resolution 405/08/95 be rescinded and replaced by the following:

- 1 That portions of open spaces, which are big enough to enhance the potential of the property with which the portion is to be consolidated, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 2 That portions of open spaces which can be used as separate erven, with separate access and which are fully serviced, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 3 That portions of open spaces which are too small to enhance the potential of the erf with which the portion is to be consolidated, be valued at 50 % of the market value as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 4 That, where fully market-related prices is payable, the costs incurred for the closure, town planning and cadastral procedures (as calculated by the Strategic Executive: Planning, Urbanisation and Environment) be deducted from the eventual purchase price: Provided that the eventual purchase price not be less than 50 % of the market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 5 That additional land being sold at a subsidised price for consolidation with the adjacent 'institutional' zoned properties not be allowed to deduct the costs mentioned in paragraph 4.
- 6 That the policy on the deduction of costs where full market-related purchase prices are payable also be made applicable to all outstanding sales subject to the conditions of the original resolution.

RESOLUTION 276/08/2004 [POLICY]

VALUATION CERTIFICATE
DIVISION: VALUATION SERVICES
DATE OF VALUATION: 17/01/2024



Erf No.: 1049 Suburb: Dorado Park Street name: Crater

Erf size: 8 609 m² Zoning: POS Density: N/A

Required portion size: 135 m²

Current use of the portion under consideration: Vacant

Acquisition purpose: To be sold for to the owner of Erf 798, Dorado park.

Current vacant land going price/ m ²	N\$ 1337	
-------------------------------------------------	----------	--

Size of the portion Required	135 m ²	
------------------------------	--------------------	--

Estimated market Value	N\$ 180 500	
------------------------	-------------	--

Residential erven were sold by Council at a price of N\$1182/m² in 2016. The earlier mentioned price per square meter was escalated from 2017 to 2023 to arrive at a price of N\$ 1337/m².

Consequently, the price of N\$ 1337/m² should be applied to value the portion required.

Valued-by:

Kaulikufwa Hendjala
 Kaulikufwa Hendjala

Date:

17/01/2024

NEIGHBOURS' CONSENT

SALE OF A PORTION OF THE REMAINDER OF ERF 1049, DORADO PARK EXTENSION I TO THE OWNER OF ERF 798, DORADO PARK EXTENSION I FOR CONSOLIDATION PURPOSES

NAME/S: LAISE & AMPATHA

IDENTITY NUMBERS: 814081710066

PHYSICAL ADDRESS: SATU THAMES CLASH STREET, EXT 19 MANAMA
POSTAL ADDRESS: P O Box 5306, KUNDAKATK

I/We the owners of Erf 797, Dorado Park Extension I

Indicate [x]

Do not object

Object

If objecting, state reasons for objection

.....
.....
.....
.....

Signature

[Handwritten Signature]

Date

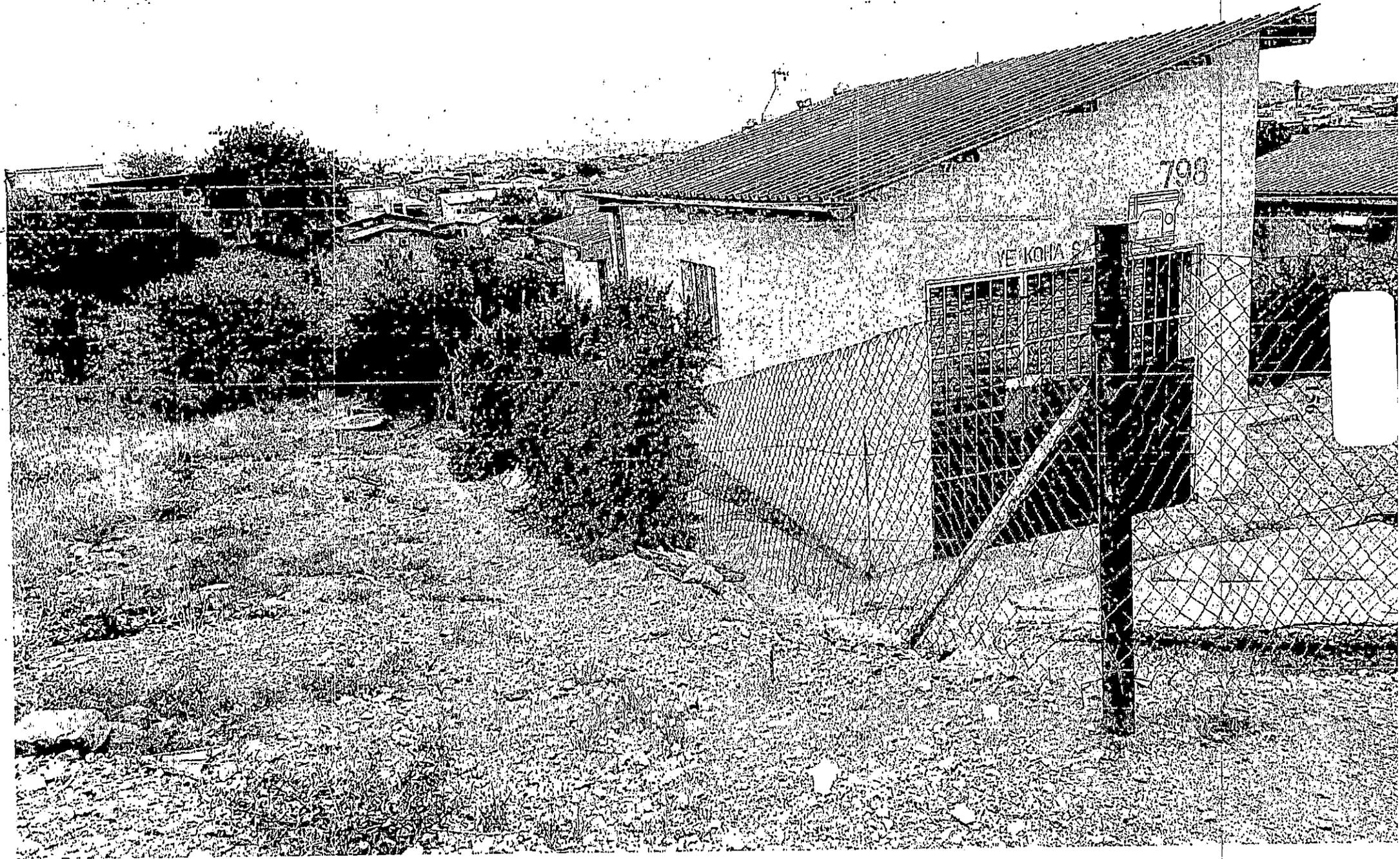
01/02/2024

Date

Signature

.....
.....





8 June 2015

PO Box 90021

Windhoek

The Town Planning Department

City of Windhoek

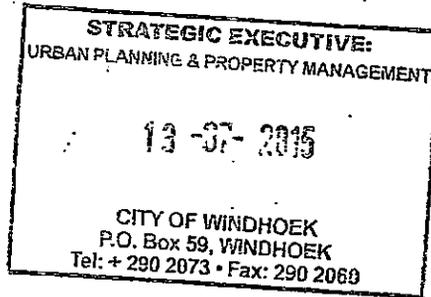
PO Box 59

#386/2015

WINDHOEK

For attention: Mr Joe Vries

Dear Sir



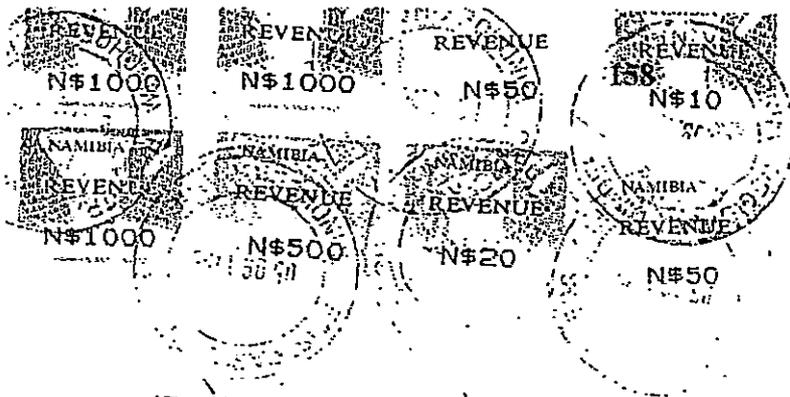
**RE: PURCHASE OF ADDITIONAL LAND ADJACENT TO ERF 2065
KW**

The house on this erf was built very close to the border adjacent to the veld – please see the attached picture. I would therefore like to buy additional land into the veld as per the Municipality's regulations.

Thank you.

JL Blaauw

Cell Nr 081 127 4718



Prepared by me
Ferdinand
CONVEYANCER
F V DU TOIT

02 SEP 1996
WINDHOEK
REG. NO. B4126/96
REGISTRAR OF DEEDS
OFFICE
WINDHOEK

T 5493 /19 96

DEED OF TRANSFER NO.

BE IT HEREBY MADE KNOWN
THAT FERDINAND VINCENT DU TOIT

7

appeared before me, Registrar of Deeds at WINDHOEK, he, the said
Appearer, being duly authorised thereto by a Power of Attorney
dated 13 AUGUST 1996
signed at WINDHOEK
and granted to him by

LEON HUISAMEN
Born 1 June 1954
and
GESINA CHRISTINA HUISAMEN
Born 29 May 1957
married in community of property to each other

which Power of Attorney was exhibited to me this day.

And the said Appearer declared that his Principal did on 28 JULY 1996 truly and legally sell

and that he, the said Appearer in his capacity as aforesaid did by these presents, cede and transfer in full and free property, to and on behalf of

1. JACOBUS LOURENS BLAAUW
Born 21 February 1949
married out of community of property
2. JULIANA JOHANNA JACOBA BLAAUW
Born 7 February 1953
married out of community of property

Their Heirs, Executors, Administrators or Assigns:-

CERTAIN	Remaining Extent of Erf No 2065 Klein Windhoek, Extension No 3
SITUATE	In the Municipality of WINDHOEK Registration Division "K"
MEASURING	933 (Nine Hundred and Thirty Three) Square Metres

FIRST TRANSFERRED by Deed of Transfer No T836/1988 with Diagram No A1030/1988 relating thereto and held by Deed of Transfer No T2630/1991

SUBJECT to the following conditions imposed by virtue of Section 19 of the Townships and Division of Land Ordinance (Ordinance 11 of 1963) and created in the said Deed of Transfer No T246/1990, namely:

IN FAVOUR OF THE LOCAL AUTHORITY :

- a. Die erf mag slegs gebruik word vir doeleindes wat strook met, en onderworpe aan die Bepalings van die Dorpsbeplanningskema van Windhoek wat ingevolge die bepalinge van die Dorpsbeplanningsordonnansie (Ordonnansie 18 van 1954) soos gewysig, goedgekeur is.
- b. Geen boom wat behoort tot die Prosopis-spesies mag op die erf geplant word of toegelaat word om daarop te groei nie.
- c. Die minimum bouwaarde van die hoofgebou, buitegeboue uitgesluit, moet minstens vier keer die heersende munisipale waardasie van die erf wees.
- d. Geen stormwaterafvoerpyp, kanaal, werk of versperring, (buiten stormwaterafvoerpype, kanale of werke wat skriftelik deur die plaaslike bestuur goedgekeur of uit hoofde van enige wet gebou, aangelê of opgerig is of word) op of oor die eiendom aangelê of op so 'n wyse geplaas mag word dat -
- (i) die vloei van stormwater vanaf hoërliggende eiendom na laerliggende eiendom belemmer of versper word en waardeur enige eiendom in gevaar gestel word of kan word nie; of
- (ii) die vloei van 'n natuurlike waterloop (waarin die plaaslike bestuur vloedwater laat afloop, uitloop of kanaliseer) verander, kanaliseer, herkanaliseer of belemmer word of kan word nie.

WHEREFORE the Appearer, renouncing all the Right and title which the said

TRANSFEROR

heretofore had to the Premises, did, in consequence also acknowledge the said

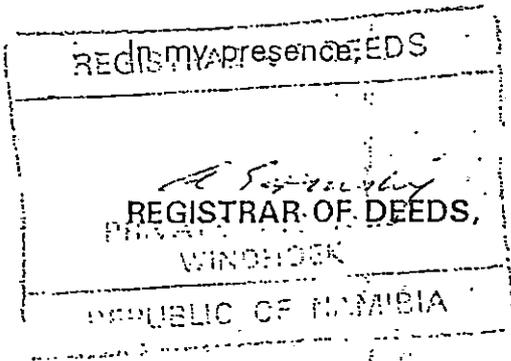
TRANSFEROR

to be entirely dispossessed of, and disentitled to, the same, and that by virtue of these presents the said Transferee Their Heirs, Executors, Administrators or Assigns now is and henceforth shall be entitled thereto, conformably to local custom; State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of N\$368 000,00.

In WITNESS whereof I, the said Registrar, together with the Appearer, q.q., have subscribed to these Presents and have caused the seal of Office to be affixed thereto.

7

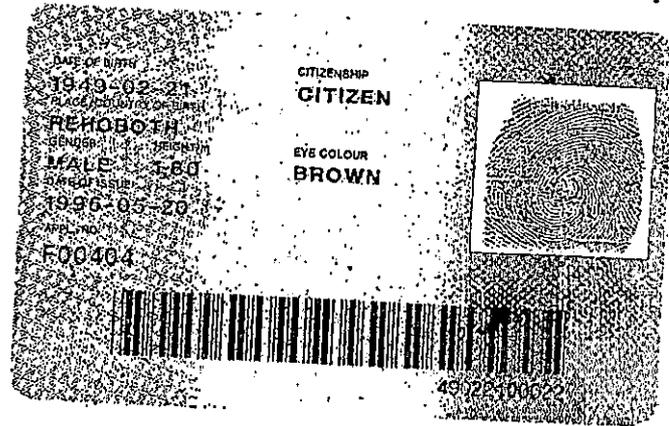
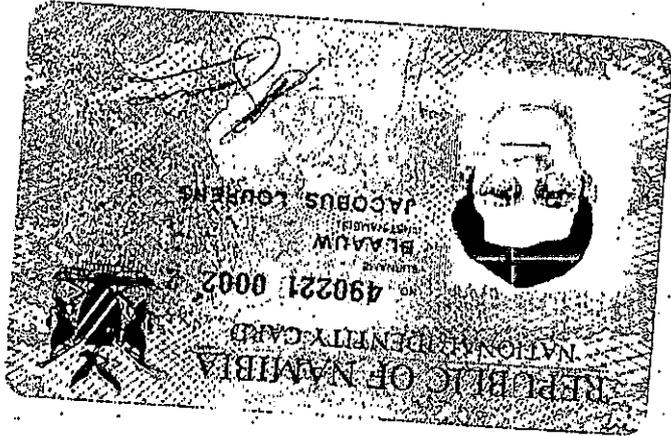
THUS DONE AND EXECUTED at the Office of the Registrar of Deeds at Windhoek on: 06 SEP 1936



q.q.

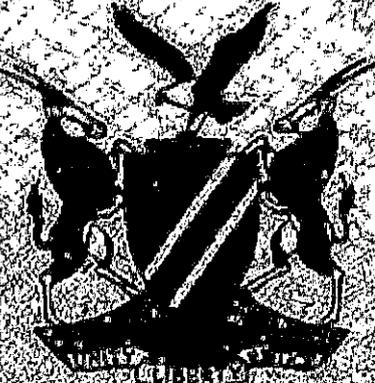
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REPUBLIC OF NAMIBIA

NATIONAL IDENTITY CARD



NO 530207 0005 1

SURNAME

BLAAUW

FIRST NAME(S)

JULIANA JOHANNA JACOBA



[Handwritten signature]

DATE OF BIRTH

1953-02-07

PLACE/COUNTRY OF BIRTH

SOUTH AFRICA

GENDER

HEIGHT/m

FEMALE 1.65

DATE OF ISSUE

1996-03-05

APPL - NO

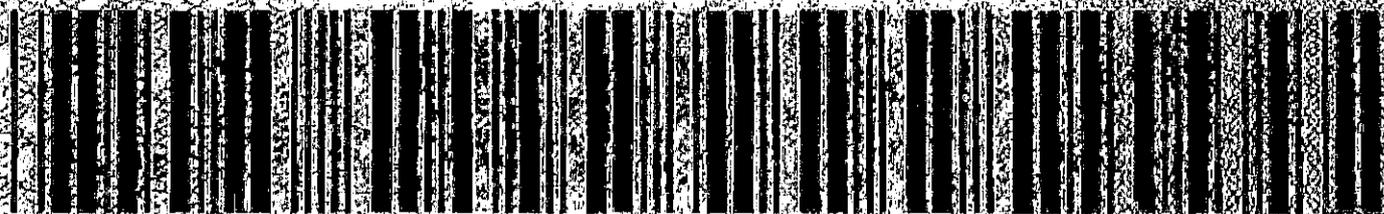
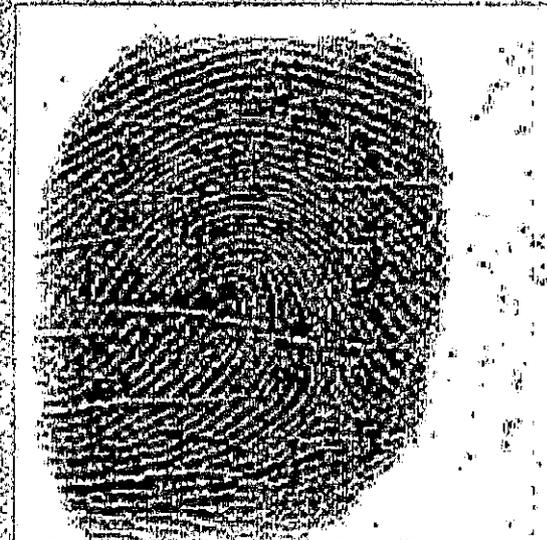
F00389

CITIZENSHIP

CITIZEN

EYE COLOUR

GREEN



53020700051

[Municipal Council Minutes: 2001-07-25]

8.3.28

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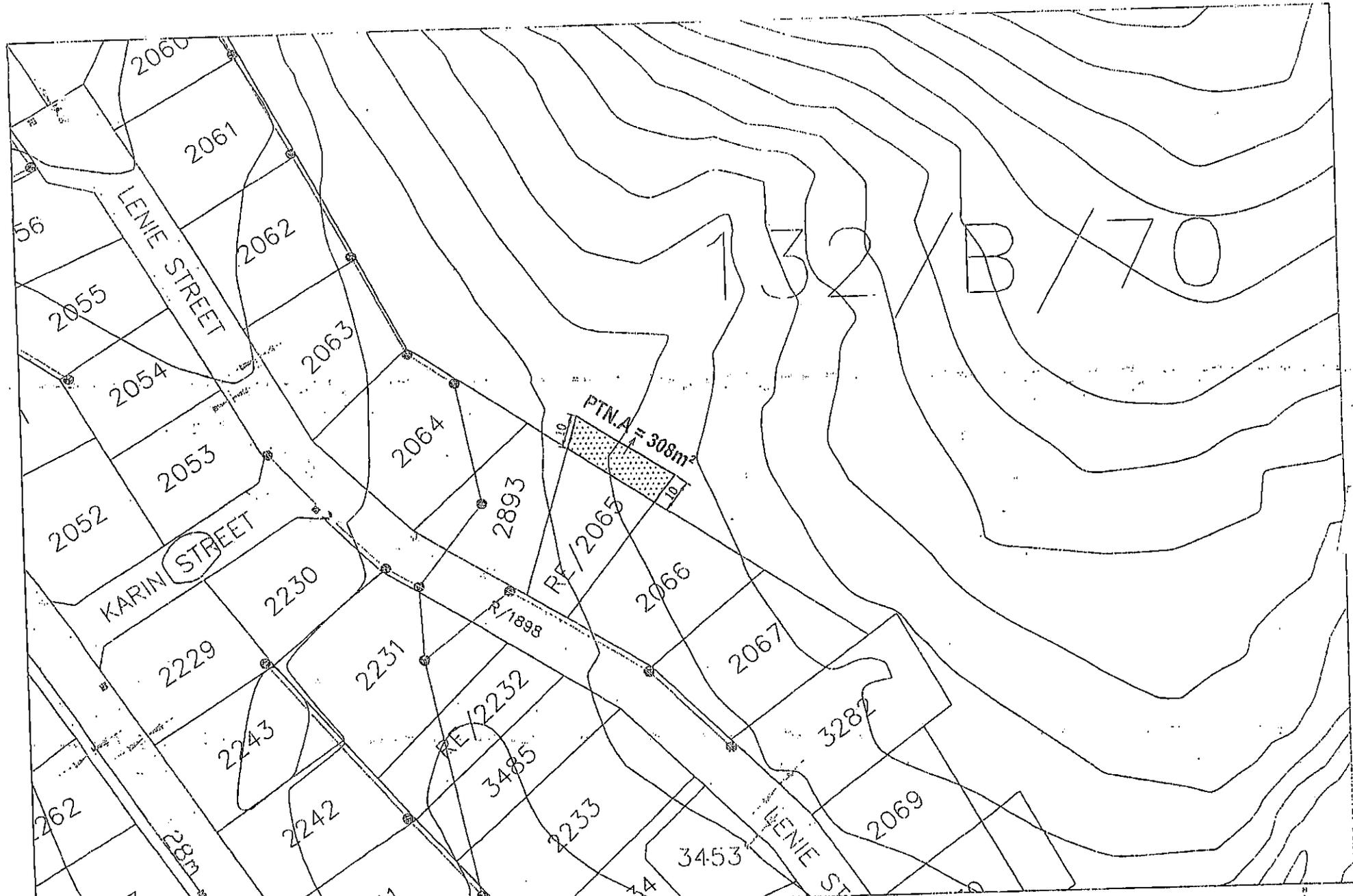
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developable erven along watercourses and other identified areas of groundwater vulnerability.

- 15 That the public be reminded that in terms of Council Resolution 55/02/93 of 24 February 1993 which has been incorporated into this Policy, it consider the allocation of portions of public open spaces for local community development of community facilities with or without a community centre as part of Citizen-City partnership initiatives.
- 16 That the City see the establishment of common goals in the conservation and utilisation of open spaces in the City as a critical factors in promoting social upliftment and improving the living conditions of its citizens.

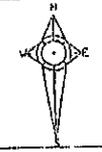
RESOLUTION 251/07/2001 [POLICY]



169

SUBDIVISION OF A PORTION OF ERF 132/B/70, KLEIN WINDHOEK FOR
 CONSOLIDATION WITH THE REMAINDER OF ERF 2065, KLEIN WINDHOEK

20 NOVEMBER 2015



SCALE 1:1000

PATH: o:\cad data\groups\geomatics\2065 KW PLAN NO: KW 2065-1



[Municipal Council Minutes: 2004-08-25]

8.3.4

**BRB.2 [PLA] CALCULATION OF PURCHASE
PRICE – ADDITIONAL LAND SALES
(16/15/2/2/1)**

On proposal by Councillor Dr B von Finckenstein, it was

RESOLVED

That Council Resolution 405/08/95 be rescinded and replaced by the following:

- 1 That portions of open spaces, which are big enough to enhance the potential of the property with which the portion is to be consolidated, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 2 That portions of open spaces which can be used as separate erven, with separate access and which are fully serviced, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 3 That portions of open spaces which are too small to enhance the potential of the erf with which the portion is to be consolidated, be valued at 50 % of the market value as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 4 That, where fully market-related prices is payable, the costs incurred for the closure, town planning and cadastral procedures (as calculated by the Strategic Executive: Planning, Urbanisation and Environment) be deducted from the eventual purchase price: Provided that the eventual purchase price not be less than 50 % of the market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 5 That additional land being sold at a subsidised price for consolidation with the adjacent 'institutional' zoned properties not be allowed to deduct the costs mentioned in paragraph 4.
- 6 That the policy on the deduction of costs where full market-related purchase prices are payable also be made applicable to all outstanding sales subject to the conditions of the original resolution.

RESOLUTION 276/08/2004 [POLICY]

VALUATION CERTIFICATE
DIVISION: VALUATION SERVICES
DATE OF VALUATION: 07/03/2024



Erf No.: Re 132 (Re of PTN B Farm KW no 70) **Suburb:** Klein Windhoek **Street name:** Lenie

Erf size: Unknown **Zoning:** undetermined **Density:** n/a

Required portion size: 308 m²

Current use of the portion under consideration: vacant

Acquisition purpose: To be sold for consolidation with Erf 2065 Klein Windhoek

Current vacant land going price/ m²	N\$1 754	
Size of the portion Required	308m ²	
Estimated market Value	N\$ 540 200	Rounded off

Erf 3793 Klein Windhoek in the table below was sold for N\$606.60/m² in 2007. To bring the price per square meter achieved in 2007 up to what could be today's market related price the above price per square meter was escalated using market inflation rate from 2007 to 2023. After escalation a price of N\$1 754/ m² was produced. Consequently the subject should be valued at N\$1 754/m²

Erf No.	Erf/Portion size	Purchase price	N\$/m ²	Escalated N\$/m ²	Date
3793 KW	1393 m ²	N\$ 845,000	N\$606.60	N\$1 754	10/05/2007

Valued by:

Kaulikufwa Hendjala
 Kaulikufwa Hendjala

Date:

07/03/2024

8 January 2015

PO Box 90021

WINDHOEK

The Administrator

B/C Marien

PO Box 80099

WINDHOEK

Email: wkoeglenberg@gmail.com

Dear Mr Koeglenberg

RE: PERMISSION TO BUY LAND ADJACENT TO ERF RE/2065KW, NR 18, LENIE STREET, LUDWIGSDORF, WINDHOEK

I am the owner of the abovementioned property and would like to buy additional land as per Municipality Regulations, as the house is situated adjacent to the veld – please see attached plan.

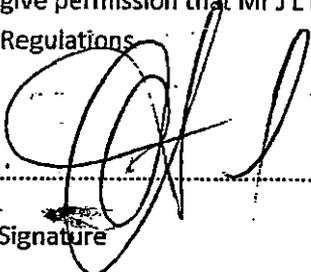
You are kindly requested to give me permission to do so by signing at the bottom of the letter and then call me to pick it up.

Thank you.


Jacobus Lourens Blaauw

Cell Nr: 081 127 4718

I, A. HORNAGEL in my capacity as OWNER herewith give permission that Mr J L Blaauw may buy land adjacent to Erf RE/2065 according to Municipal Regulations


Signature

21.02.2015
Date



8 January 2015

PO Box 90021

WINDHOEK

The Manager

The Property Department

Standard Bank of Namibia

PO Box 3327

WINDHOEK

Dear Sir/Madam

RE: PERMISSION TO BUY LAND ADJACENT TO ERF RE/2065KW, NR 18, LENIE STREET, LUDWIGSDORF, WINDHOEK

I am the owner of the abovementioned property and would like to buy additional land as per Municipality Regulations, as the house is situated adjacent to the veld – please see attached plan.

You are kindly requested to give me permission to do so by signing at the bottom of the letter and then call me to pick it up.

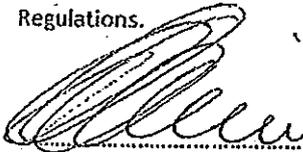
Thank you.



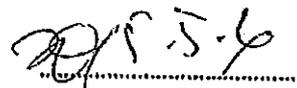
Jacobus Lourens Blaauw

Cell Nr: 081 127 4718

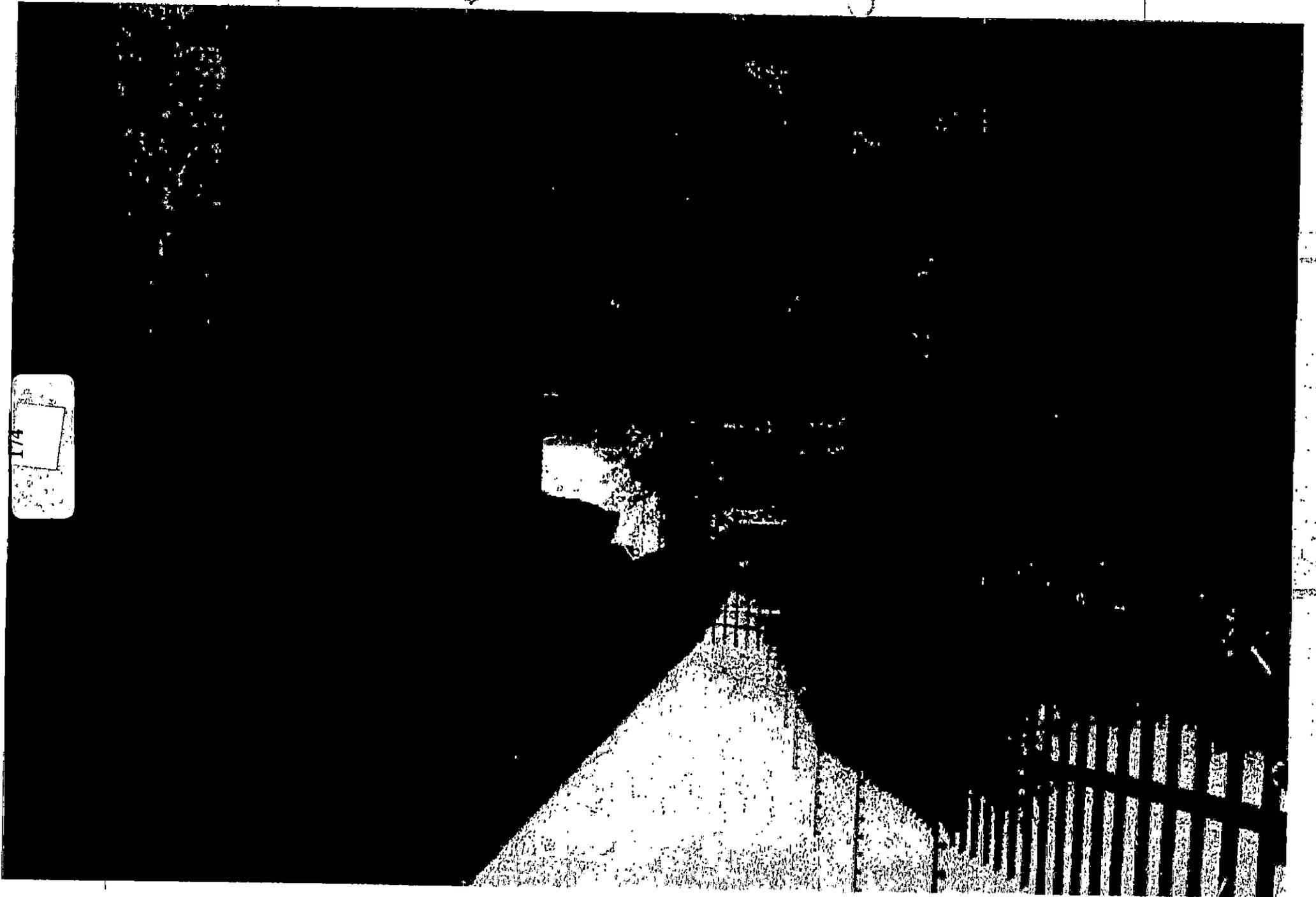
I, Derick Klein in my capacity as Acting: HEAD OPERATIONS herewith give permission that Mr J L Blaauw may buy land adjacent to Erf RE/2065 according to Municipal Regulations.

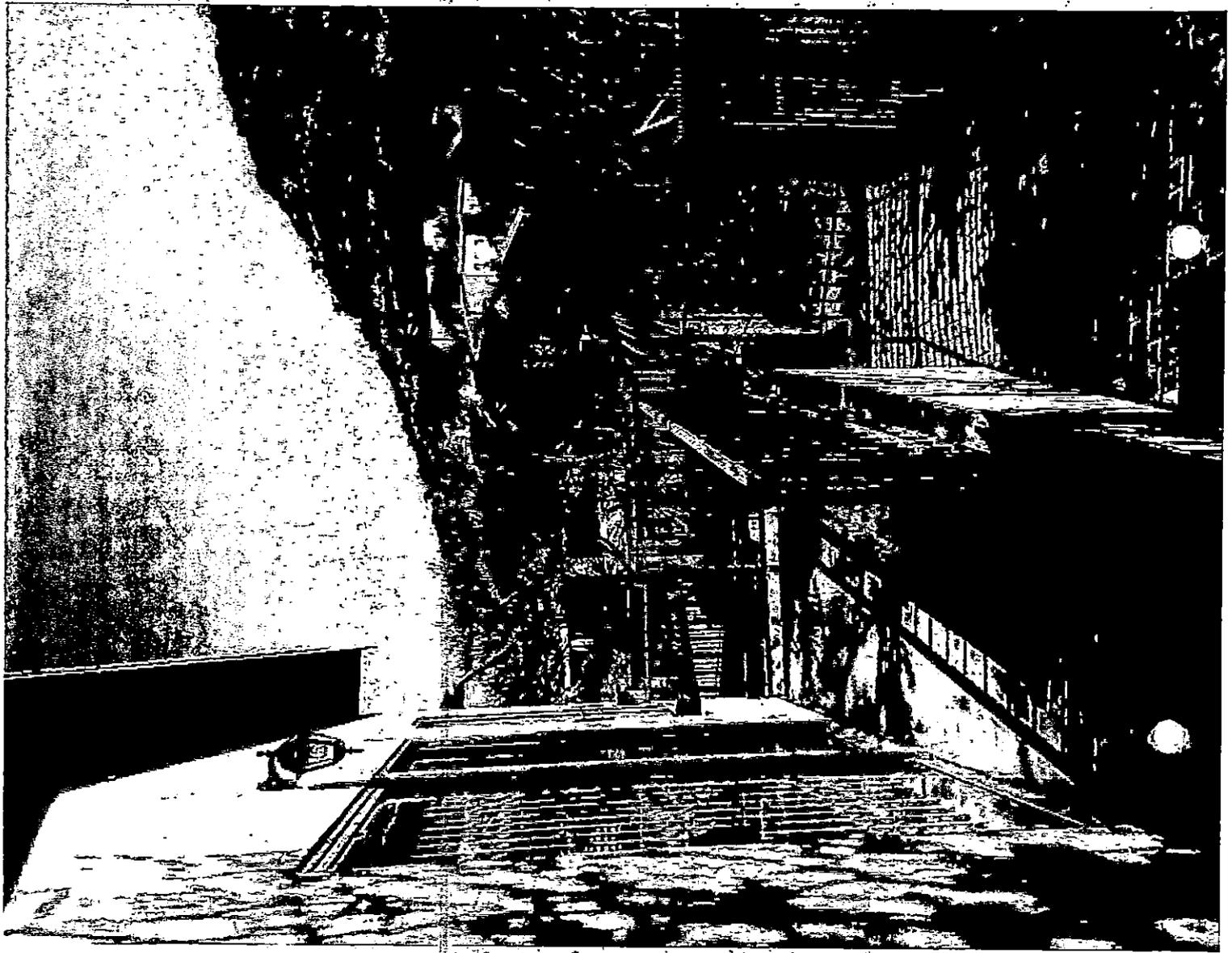


Signature



Date





FNS. FINANCIAL SUSTAINABILITY

[Management Committee Minutes: 2022-11-08]

FNS.1 [HPH] APPLICATION FOR RENEWAL OF THE LEASE AGREEMENT IN RESPECT OF ERF 3/36, WINDHOEK, ADJACENT TO ERF R/1956, WINDHOEK FOR THE PLAYGROUND OF PRE-PRIMARY SCHOOL ACTIVITIES (L/3/36/W)

It was

RESOLVED

- 1 That this matter be referred back in order for the Strategic Executive: Housing, Property Management and Human Settlement, in consultation with the Chief Executive Officer (Manager: Mayoral and Council Affairs) to arrange a site visit for Management Committee members to Erf 3/36, Windhoek, in line with paragraph 10 of the recommendations regarding the closure of the street, whereafter it be resubmitted to Management Committee, for consideration.
 - 2 That the Strategic Executive: Housing, Property Management and Human Settlement incorporate the standard stormwater and traffic flow conditions to form part of the recommendations, with the resubmission as per paragraph 1 above.
 - 3 That the resolution be implemented prior to approval of the minutes.
-

- 9 That it be noted that the undermentioned items were submitted for discussion at the SE Forum.

SE Forum: 10 August 2023

- 1 [HPH] Application to purchase a portion of Erf R/17, Klein Windhoek and reduction of the rental amount on the correct size occupied.
- *Recommended on condition that the SE: HPH address the following, prior to placement on the MC Agenda, for consideration:*
 - *Verify the value of the 10 % of the purchase price;*
 - *Amend paragraph 9 and insert a date for the finalisation of the sale period; and*
 - *Charge a punitive retrospective rental amount for unlawful occupation of Council's land.*
- 2 [HPH] Application to lease a portion of Verdi Street and a portion of Erf R/LXII, corner of Verdi and Johan Albrecht Streets adjacent to Erf 8955, Windhoek for parking purposes.
- *Recommended*
- 3 [HPH] Application to lease a portion of Erf 5690 along Mercury Street, adjacent to Erf 8749, Windhoek for parking purposes.
- *Recommended*
- 4 [HPH] Application for the renewal of the Lease Agreement in respect of Erf 3/36 adjacent to Erf R/1956, Windhoek for a playground of pre-primary school activities.
- *Recommended on condition that the SE: HPH address the following, prior to placement on the MC Agenda, for consideration:*
 - *Update the Valuation Certificate; and*
 - *Change the Year-to-Year lease to five (5) years.*

[Municipal Council Minutes: 2009-02-26]

8.1.24

**BRB.24 [CEO] APPLICATION TO LEASE ERF 3/36,
WINDHOEK FOR PRE-SCHOOL ACTIVITIES
(L/3/36/W)**

On proposal by Councillor Ms E Trepper, it was

RESOLVED

- 1 That a portion of Erf 3/36, Windhoek ($\pm 1\,202\text{ m}^2$ in extent) be leased to the prospective purchaser of Erf R/1956, Windhoek (Kabouterland Pre-Primary) on a year to year basis at a rental of N\$1 253.33: Provided that the rental escalate annually with the Namibia Inflation Rate.
- 2 That Erf 3/36, Windhoek only be used as a playground for the pre-primary activities where space is provided for 1:5 m^2 (one child for every 5 m^2 play area).
- 3 That consent be granted to operate a kindergarten on Erf R/1956, Windhoek which are to be guided and restricted to a resident occupation on a residential erf where only twenty five (25) children be allowed amongst others.
- 4 That no permanent structures be erected on the lease property.
- 5 That the lease area be fenced off, preferably by way of a fence, to ensure the safety of the children.
- 6 That access for the kindergarten only be obtained from Promenaden Road.
- 7 That Council reserve the right to cancel the lease when the land is required for the intended purpose without paying compensation for any improvements made or if the policy on resident occupation for a kindergarten be transgressed and/or should parents obtain access from Nelson Mandela Avenue constituting a road safety hazard.
- 8 That Erf 3/36, Windhoek obtain no direct access form Nelson Mandela Avenue.
- 9 That the applicant take note that Erf R/1956, Windhoek is equally needed for road building purposes.
- 10 That a lease diagram be submitted to the Chief Executive Officer.

- 11 That Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) for the lease be obtained.
- 12 That the Corporate Legal Adviser draft a Deed of Lease.

RESOLUTION 37/02/2009

LEASE AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between

THE MUNICIPAL COUNCIL OF WINDHOEK

herein represented by ELLY SHOOMBE SHIPIKI as the Manager: Property Management acting on behalf of the Chief Executive Officer in terms of section 27(5) of Act 23 of 1992 and JOHN HENRY HANSEN as Control Officer acting on behalf of the Chairperson of the Management Committee in terms of section 31A(a) of Act 23 of 1992 (hereinafter referred to as the "LESSOR")

AND

KABOUTERLAND PRE-PRIMARY

Address: P O.Box 9662
WINDHOEK

Tel : 230122
Cell : 081 249 3463
Fax :

herein represented by ... ADRI BRUYER ... in
his/her capacity as ... PRINCIPAL ... of the
aforesaid Lessee. (hereinafter referred to as the "LESSEE")

Handwritten notes:
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G.C
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WHEREAS the LESSOR is the owner of ground known as a portion Erf 3/36, Windhoek, ±1 202 m² in extent, situated in the Municipal area of Windhoek;

AND WHEREAS the LESSEE is desirous to lease a portion of Erf 3/36, Windhoek, as indicated on Plan, attached hereto as Annexure "B" (hereafter referred to as the "PROPERTY").

AND WHEREAS the LESSOR is prepared to let the PROPERTY to the LESSEE, and the LESSEE is prepared to hire the PROPERTY from the LESSOR.

AND WHEREAS the LESSOR and the LESSEE have reached agreement as to the terms upon which such letting shall be made, subject to such terms being recorded in writing:

Handwritten notes at bottom right:
G/S
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H
G.O

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1.

LETTING AND HIRING

The LESSOR hereby lets and the LESSEE hereby hires the PROPERTY as is.

2.

DURATION

This Lease shall commence on ... 1st APRIL 2009, and shall continue for a period of ten (10) years, subject to the right of the parties (subject to the provisions of clause 14) to terminate the agreement with a six (6) month written notice and subject further to the provisions of clause 17 hereof.

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3.

RENT AND CHARGES

3.1 A rental of N\$1 253.33 (One Thousand Two Hundred and Fifty-Three Namibia Dollars and Thirty-Three Cents) per month shall be payable against the signing of this agreement and subsequent payments shall be effected monthly in advance before the 7 day of each and every month: Provided that the abovementioned rental shall annually be increased in accordance with the Namibian inflation rate. (Increase in the Consumer Price Index for the 12-month period ending 3 months prior to the completion of each 12-month rental cycle).

3.2 Such rent shall be payable:

3.2.1 to the LESSOR at the Municipal Building, Independence Avenue, Windhoek or at such other address as the LESSOR may indicate in writing to the LESSEE.

3.3 The lease consideration shall be paid free of bank exchange, and the LESSEE shall not withhold, defer, set-off, or make any deduction due to the LESSOR, whether or not the LESSOR is indebted to the LESSEE or in breach of any obligation to the LESSEE.

3.4 The LESSEE acknowledges that acceptance of any cheque by the LESSOR shall not be regarded or interpreted as allowing credit to the LESSEE.

3.5 The LESSEE shall be liable for interest on all overdue amounts payable under this Agreement at a rate of 18% per annum, reckoned from the date the amount became due until the amount is paid.

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- 3.6 All charges in respect of the supply to the PROPERTY of electricity, water and other services shall be paid by the LESSEE regularly and in accordance with Municipal Regulations and tariffs from time to time in force. The provisions of clauses 3.2 to 3.4 shall be applicable on payments made in terms of this clause.
- 3.7 On commencement of this lease, the LESSEE undertakes to pay the LESSOR an amount of N\$1 253.33 for Eventuality Cover, and such amount shall be deemed to be included in the definition of money as described in clause 2.1 hereof to provide for any damage for which the LESSOR may be responsible in terms of paragraph 6 of this agreement. Should there be no such damage or should the damage amount be less than N\$1 253.33, the full amount or the balance thereof, as the case may be, shall be refunded to the LESSEE.
- 3.4 The above rental amount does not include VAT.

4.

USE OF THE PROPERTY

The PROPERTY may only be used by the LESSEE for a playground for the pre-primary activities, but where the LESSEE intends to utilise the PROPERTY for any other purpose, the LESSEE must obtain written consent from the LESSOR'S Strategic Executive: Planning, Urbanisation and Environment at least 21 days prior to the utilisation.

5.

IMPROVEMENTS, MAINTENANCE AND DAMAGES

- 5.1 The LESSEE shall, subject to the provisions of clause 17, be entitled at its expense to improve the PROPERTY as may be necessary for use of the PROPERTY.

The LESSEE shall not be entitled to claim any compensation for such improvements on cancellation or expiration of this lease save as is hereinafter provided for.

- 5.2 The LESSEE shall before improving the PROPERTY in terms of clause 5.1 submit plans for such improvements to the Strategic Executive: Planning, Urbanisation and Environment of the LESSOR for its approval. The LESSEE may not start with or effect any excavations or ground works on the PROPERTY without the approval of the Strategic Executive: Planning, Urbanisation and Environment of the LESSOR. The LESSEE must comply with the Health and Building Regulations before any of the improvements may be used.

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- 5.3 The LESSEE must take note that the LESSOR will not contribute to or financially assist the LESSEE with the proposed improvements.
- 5.4 Upon the termination of this Lease by effluxion of time the LESSEE shall be entitled to remove from the said PROPERTY any temporary improvements effected by it at its own cost provided that the said PROPERTY is not thereby damaged, and any improvements not removed shall accrue to the LESSOR, and if so required by the LESSOR, the LESSEE shall, at its own cost and charge, remove all or any structures or other erections or garbage from the PROPERTY, and fill in or cover any excavations thereon and remedy any damage caused to the PROPERTY.
- 5.5 The LESSEE shall after erection of any improvements or any renovation or upgrading to the same during the existence of the lease, not damage or cause to damage or allow anybody to damage the buildings, structures or improvements erected on the PROPERTY and shall be liable for any damage and depreciation which may result from factors other than reasonable wear and tear and which can be attributed to any act or omission of the LESSEE, his/its servants, animals and any act or omission of other persons for whom it is legally responsible.
- 5.6 In the event of the improvements on the PROPERTY being damaged as contemplated herein the LESSOR has the right to through its officials, to enter the PROPERTY and to repair the improvement as deemed necessary at cost of the LESSEE.
- 5.7 The LESSEE shall be liable for the maintenance of weed and pest control. The LESSEE shall further be liable at own expense, subject to fair wear and tear, for maintaining the PROPERTY, including fences and gates of the PROPERTY as well as the ground in front of the PROPERTY and to keep the same in a neat and tidy condition and the LESSEE hereby acknowledges, without detracting from the validity of any other provision of this lease, that this stipulation is a material condition of this Agreement.
- 5.8 Should the LESSEE fail to carry out the above-mentioned maintenance on its own account, the LESSOR shall, without any written notice, be entitled to cause the necessary maintenance to be done on the account of the LESSEE and any amount or amounts which are due shall be deemed to be included in the definition of "rental" as described in clause 3.1 hereof.
- 5.9 On the termination of this lease for whatever reason, the LESSEE undertakes to refund the LESSOR for any damage for which the LESSEE may be responsible in terms of clause 5 of this Agreement. Should the LESSEE fail to pay the said damages, the LESSOR shall be entitled to charge the account of the LESSEE referred to in paragraph 3.1 with such an amount and the same shall be deemed to be a liquid debt against the LESSEE.

DAVE C. O
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- 5.10 The LESSEE shall, when vacating the PROPERTY hand it to the LESSOR in a good state of order and any costs necessarily incurred by the LESSOR after the termination or cancellation of the lease in order to restore the PROPERTY, shall be borne by the LESSEE.

6.

WARRANTIES

The PROPERTY is leased "as is" and the LESSOR is not liable on remeasurement of the PROPERTY for any shortfall, nor does it wish to benefit from any excess. The LESSOR does not warrant that the PROPERTY is suitable for the purpose for which it is leased or that the extent of the PROPERTY stipulated in the documents, diagrams, notices, tender conditions or this Agreement is in fact the extent of the PROPERTY and the LESSEE herewith expressly acknowledges that no guarantee, presentations or undertakings were given or made to it in respect of any attributes of the PROPERTY, or otherwise. The LESSOR hereby explicitly states that no compensation will be payable for patent or latent defects and no reduction of the rental will be considered or effected to cover the same nor would the LESSEE be allowed to cancel this Agreement after discovery of the same.

7.

TOTAL OR PARTIAL DESTRUCTION OF PROPERTY

- 7.1 In the event of the PROPERTY (including renovations or repairs or improvements erected by the LESSEE) being damaged or partly destroyed as a result of fire, rain, hail, wind, an act of God, revolts, disturbances, riots, strikes, civil wars or hostility against the LESSEE, the Government or against the local authorities, the PARTIES hereby undertake not to institute legal proceedings against each other and the PARTIES accept no responsibility whatsoever for the injury or death of, or any damage thus caused or suffered and the LESSOR shall not be responsible for any damage done to the LESSEE'S stock, books, papers, et cetera: Provided that the LESSEE shall insure the PROPERTY against such events, which insurance policy shall be provided for inspection to the LESSOR if so requested: Provided further that the LESSEE shall also be entitled at its expense to insure the PROPERTY against theft, housebreaking et cetera.

In the event of the LESSEE failing to effect such insurance the LESSEE shall at its expense be liable for any damage caused or suffered.

- 7.2 In the event of the PROPERTY or any part thereof being damaged or destroyed as stated in clause 7.1, the LESSEE shall give immediate notice thereof to the LESSOR and this Agreement shall continue in full force and effect except as hereinafter set forth:

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- 7.2.1 If the PROPERTY is partially damaged or rendered or rendered partially unusable by fire or an act of God and in the event of the insurance company of the LESSEE undertaking to disburse the costs of such damage, the LESSEE undertakes to repair such damages, except that, should the damage be substantial or should the insurance company default in the disbursement of such damage, the PARTIES shall have the option to terminate the Lease.
- 7.2.2 If the PROPERTY is totally damaged or rendered wholly unusable by fire or act of God, then the rent shall be paid up to the time of the occurrence and henceforth shall cease until the date when the PROPERTY shall have been repaired and restored by the LESSEE: Provided that the reparation and restoration period not exceed twelve months.

8.

INSPECTIONS

The LESSOR, its employees or its representatives shall have the right to enter the PROPERTY at any reasonable time in order to inspect its condition and/or to effect repairs therein: Provided that, however, notice of at least 24 hours is given to the LESSEE.

9.

COMPLIANCE WITH LAWS, ET CETERA

Throughout the currency of this Lease and at the LESSEE'S expense the LESSEE shall comply with all applicable laws, regulations and by-laws and all requirements, directions as well as conditions which might be imposed by the LESSOR, the Local Government or other Central Government in connection with the use and lease of the PROPERTY.

The PROPERTY is let subject to the conditions appertaining thereto and all such conditions and limitations as the Government has or may impose by virtue of the provisions of the Townships and Division of Lands Ordinance, 1963 (Ordinance 11 of 1963) or by virtue of the provisions of the Townships Ordinance, 1928 (Ordinance 11 of 1928).

Without prejudice to the foregoing this Lease shall further be subject to the conditions of the Town Planning Scheme of Windhoek promulgated in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) and the PROPERTY may only be used in accordance with the said Scheme.

For the purposes hereof the LESSEE acknowledges that it is aware of and understands the restrictions and conditions imposed in terms of the aforesaid Ordinances.

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10.

CARRYING ON OF BUSINESS

The LESSEE shall carry on its business on the PROPERTY in accordance with all statutes, Ordinances, municipal laws and regulations. The LESSEE acknowledges that whenever some form of mismanagement, maladministration of the business is reported and such report is justified after investigation thereof in the discretion of the LESSOR, such misconduct may lead to cancellation in terms of clause 14 hereof.

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.

11.

SUBLETTING

The LESSEE shall not have the right to cede or assign this lease or any portion thereof, or any of its rights hereunder, nor shall it be entitled to sublet the property or any portion thereof.

12.

INDEMNITY

The LESSEE hereby indemnifies and undertakes to keep the LESSOR indemnified against any claim for loss or damages of property or person or any claim whatsoever which may be made against the LESSOR by any person or by any member of the public making use of the PROPERTY or any conduct or omission occurring on the PROPERTY or as a result of any conditions present on the PROPERTY irrespective of whether such act was committed or omission occasioned 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 due to the fact that earthworks were effected or will be effected on the PROPERTY and the LESSEE undertakes to, upon receipt of any such claim, defend such claim diligently, faithfully and to the best of its ability and at its own cost and expense on behalf of and in the name of the LESSOR.

This indemnity extends to any order, expense or cost which may be given against or incurred by the LESSOR in relation to any such claim in respect of this lease.

For the purpose hereof the LESSOR undertakes to provide the LESSEE with such written claims as soon as reasonably possible after receipt of such claims.

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13.

COSTS

When the LESSOR is obliged to take legal action against the LESSEE in connection with this Agreement, the LESSEE hereby undertakes to pay such legal expenses incurred (including collection charges) on an attorney and client basis which costs shall be payable on demand.

14.

CANCELLATION

In the event of non-payment of rental or any portion thereof, on or before due date, or should the LESSEE fail or refuse to comply with any term or condition of this Agreement, or should the LESSEE act in breach in any term or condition of this Agreement, the LESSOR shall have the right forthwith to cancel this Agreement with thirty (30) days written notice addressed to the LESSEE, personally or per registered post and upon the expiration of such notice the LESSEE shall immediately vacate the PROPERTY and give the LESSOR peaceful and legal possession thereof. In the event of such cancellation the period of thirty (30) days shall be calculated from the date of posting of the written notice, and such cancellation shall be without prejudice to the LESSOR'S rights to claim arrear rental or any damages arising out of this Agreement, or cancellation thereof, on the ground set out above, from the LESSEE: Provided that should the LESSEE not proceed with the Lease, the LESSEE shall notify the LESSOR with six (6) months notice in advance.

15.

DOMICILIUM

For the purpose of this Agreement and for any notices which may require to be delivered to or served on the LESSEE hereunder, the LESSEE chooses domicilium citandi et executandi as indicated in the preamble above and the LESSOR elects its offices, Independence Avenue, Windhoek as domicilium citandi et executandi.

Any notice which the LESSOR requires to give to LESSEE or LESSEE gives to LESSOR shall be deemed to have been validly given if sent by prepaid registered letter to the address indicated in the preamble above, or is left by each of them or their agent at such address, which notice shall be deemed to have been received five (5) days after posting by registered post or on the day the notice was delivered by hand.

Handwritten notes and signatures in the bottom right corner, including "AUC", "9-0", and "AB".

16.

No omission on the part of the LESSOR, its duly authorised agents or employees to demand strict enforcement of the terms and conditions of this Agreement, no acceptance of late payment of rent, no extension given, indulgence shown or right waived shall act as a novation or waiver of the LESSOR'S rights hereunder, or operate as an estoppel against it.

No amendment to or variation in the Agreement shall be valid or enforceable against unless it is signed by the PARTIES. Any dispute or disagreement between the PARTIES to this Agreement which cannot be settled by mutual agreement shall be submitted to arbitration.

17.

SPECIAL CONDITIONS

The special conditions referred to hereinafter shall be applicable to the PROPERTY and for purposes hereof, the LESSEE acknowledges in favour of the LESSOR that it has satisfied itself of the nature, consequences and effect thereof prior to signing hereof, failing which it hereby agrees that it shall be irrebuttably presumed to have satisfied itself so.

The LESSEE takes note:

- 17.1 That a portion of Erf 3/36, Windhoek ($\pm 1 202 \text{ m}^2$ in extent) be leased to the prospective purchaser of Erf R/1956, Windhoek (Kabouterland Pre-Primary) on a year to year basis at a rental of N\$1 253.33: Provided that the rental escalate annually with the Namibia Inflation Rate.
- 17.2 That Erf 3/36, Windhoek only be used as a playground for the pre-primary activities where space is provided for $1:5 \text{ m}^2$ (one child for every 5 m^2 play area)

THIS DONE and SIGNED at WINDHOEK on this 16th day of August 2009 in the presence of the undersigned witnesses.

AS WITNESSES

- 1. [Signature]
on behalf of the Chief Executive Officer
- 2. [Signature]
on behalf of the Chairperson of the Management Committee
(Certified to be in accordance with Council Resolution 37/02/2009)

THUS DONE and SIGNED at WINDHOEK on this 1st day of July 2009 in the presence of the undersigned witnesses:

AS WITNESSES

- 1. [Signature]
 - 2. [Signature]
- [Signature]
LESSEE

City of Windhoek

P.O. Box 59, Windhoek, Namibia



12483788



CITY OF WINDHOEK

KABOUTERLAND PRE-PRIMARY
 PO BOX 9662
 EROS
 NAMIBIA
 10009
 VAT Reg. Number: 00000000000000

Tax Invoice	
Statement Key	JXGSUAWP10
New Acc No.	12483788
Vat No.	2646057-01-5
Tax Invoice No.	20240512483788
Statement Date	2024/05/24
Group Account No.	
Reference	
Due Date	2024/06/17

Meter Details				
Service	Meter No.	Prev. Reading	Curr. Reading	Cons.

Description	VAT Charges	Amount (VAT excl.)	Amount (VAT Incl.)
BALANCE B/FWD	0.00	3019.65	3019.65
2024/05/14 RECEIPT 9831091218	0.00	-3019.65	-3019.65
RENT PORTION OF ERF 3/36	393.87	2625.88	3019.67
Total Amount Due:			3019.67

Arranged	120 Days Plus	90 Days	60 Days	30 Days	Current	Amount Due
	0.00	0.00	0.00	0.00	3019.67	3019.70

Message: RESIDENTS ARE HEREBY INFORMED OF THE ONGOING "TOKEN IDENTIFIER" (TI) KEY CHANGE TOKEN EXERCISE ON ALL PRE-PAID ELECTRICITY METERS. CUSTOMERS ARE ENCOURAGED TO COOPERATE AND ALLOW OUR FIELD OFFICERS TO ENTER THEIR PREMISES. SHOULD YOU FIND THAT YOUR PRE-PAID ELECTRICITY METER HAS BEEN BLOCKED, PLEASE CONTACT THE CONTACT CENTER AT 061-290 3777 OR 290 3344 TO HAVE IT RESOLVED. WE APOLOGIZE FOR ANY INCONVENIENCE CAUSED.

Property Information	
Erf Number	
Township	
Street Address	
Portion	
Area	0m ²
Unit	

Valuation			
Ground Value	Improvements	Penalty	Total Value
0	0	0	0
Electricity & Water Deposit			
Electricity	Water	Guarantee	
0.00	0.00	0.00	

KINDLY TEAR OFF AND RETURN WITH PAYMENT



12483788

NAME	DUE DATE	2024/06/17
KABOUTERLAND PRE-PRIMARY	NEW ACC NO	12483788
REMITTANCE ADVICE	AMOUNT	3019.70

TID Rollover Countdown to The electricity and water prepayment world is moving, be part of the change.

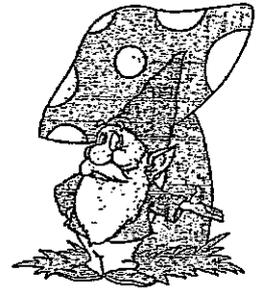
2024

TID ROLLOVER PROJECT FOR ALL PREPAID

City of Windhoek

P.O. Box 59 Windhoek Namibia

Kabouterland¹⁹¹



CITY OF WINDHOEK
PROPERTY MANAGEMENT DIVISION

09 -12- 2019

4 December 2019

DEPARTMENT OF HOUSING,
PROPERTY MANAGEMENT AND
HUMAN SETTLEMENT

Municipal Council of Windhoek
Customer Care Centre
Property Management
Municipal Building, Independence Avenue, Windhoek

Re: Renewal of Lease Agreement a Portion of Erf 3/36, Windhoek

To Whom it may concern

Kabouterland Pre-Primary, have been successfully educating our next generation for the past 10 years.

Council have been leasing the Portion of Erf 3/36, Windhoek ($\pm 1\ 202\ m^2$) to the owner of the adjacent Erf R/1956 (Also the Principal of Kabouterland Pre-Primary since 2009.

We would like to extend our lease for the maximum allocated period by the Council for the continued use as a Playground for the pre-primary activities as per our special conditions.

Looking forward to your favorable-response.

Sincerely,

Adri Bruwer
(Kabouterland Pre-Primary Principal)



REPUBLIC OF NAMIBIA

MINISTRY OF EDUCATION, ARTS AND CULTURE

**EDUCATION ACT, 2001:
CERTIFICATE OF REGISTRATION
OF A PRIVATE SCHOOL
(REGULATION 56 (4))**

This is to certify that **KABOUTERLAND PRE-PRIMARY PRIVATE SCHOOL**, Reference 9044 has been registered in terms of section 42 of the Education Act, 2001 (Act No. 16 of 2001) as a private school. The school must offer primary education (Pre-primary) as per registration.

This certificate of registration applies only to the type of curriculum, medium of instruction and examining and certifying body as specified.

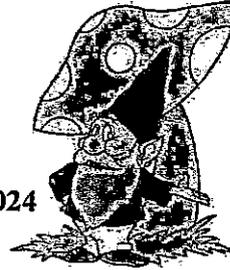
If at any time it is intended to deviate from the terms and conditions specified in this certificate, a new application must be made.

See Annexures A and B with reference to the terms and conditions of operation of private schools as stipulated in Act, 2001 (Act No. 16 of 2001).


.....
HON. KATRINA HANSE-HIMARWA, MP
MINISTER

20/11/17
.....
DATE

Kabouterland



03 June 2024

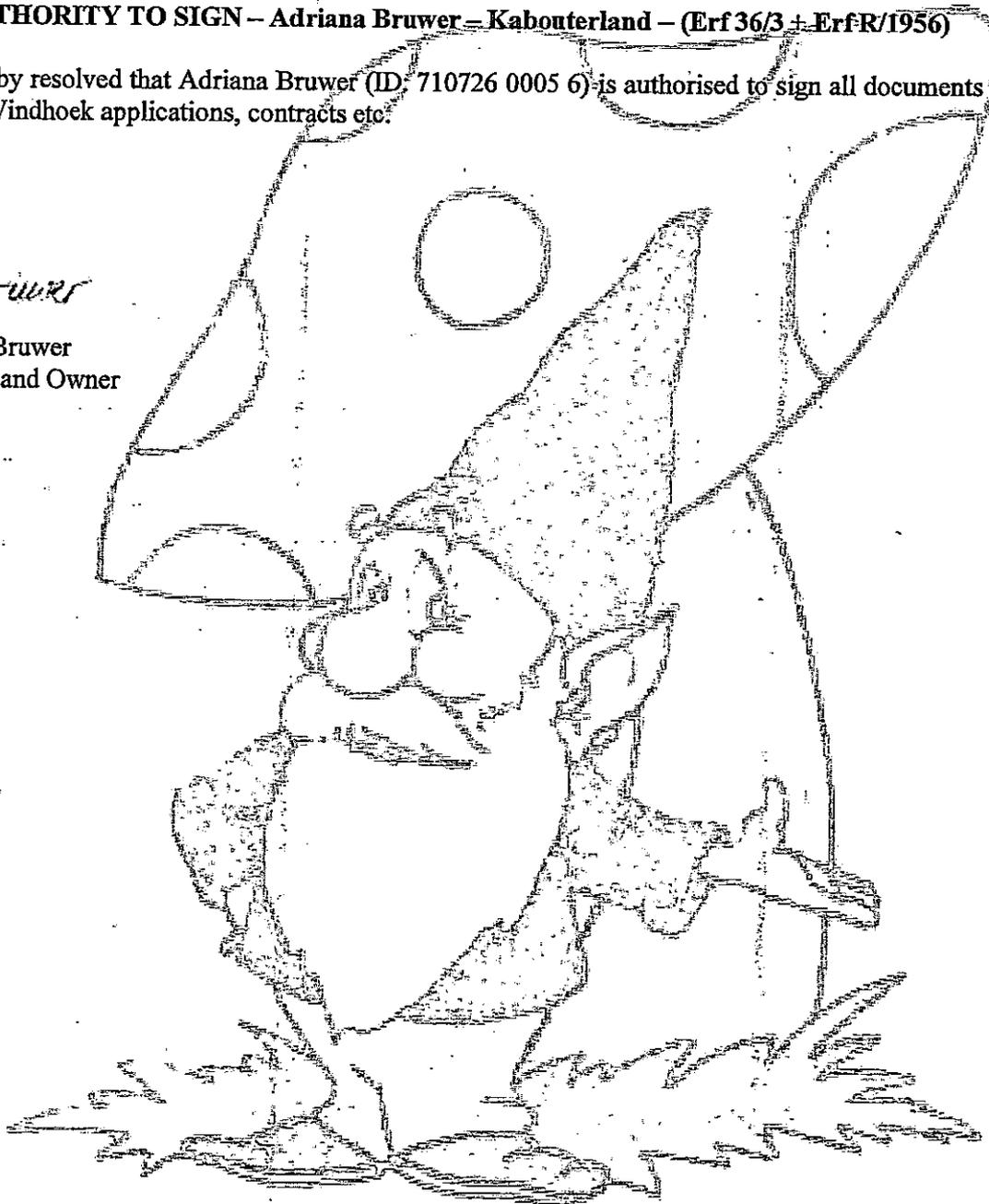
RESOLUTION

RE: AUTHORITY TO SIGN – Adriana Bruwer – Kabouterland – (Erf 36/3 ± ErfR/1956)

It is hereby resolved that Adriana Bruwer (ID: 710726 0005 6) is authorised to sign all documents relevant to City of Windhoek applications, contracts etc.

ABruwer

Adriana Bruwer
Principal and Owner

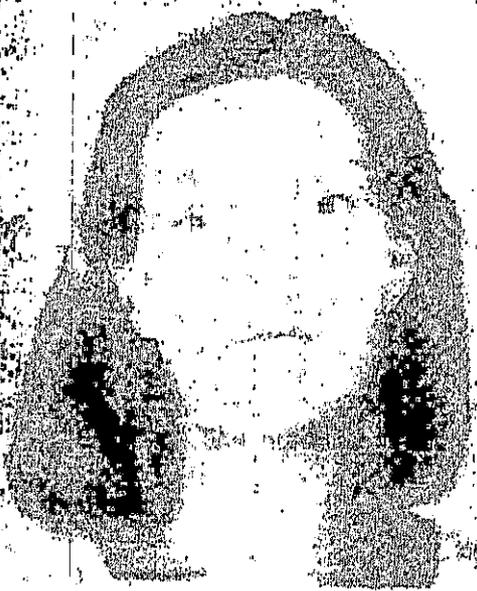


REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD



NO. 710726 0005 6

SURNAME
BRÜWER
FIRST NAME(S)
ADRIANA



194

DATE OF BIRTH
1971-07-28

PLACES OF BIRTH
GROOTPONTJEN

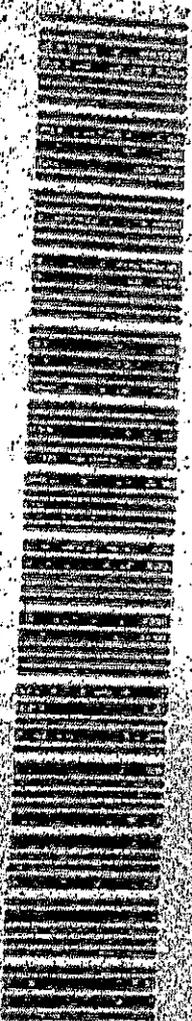
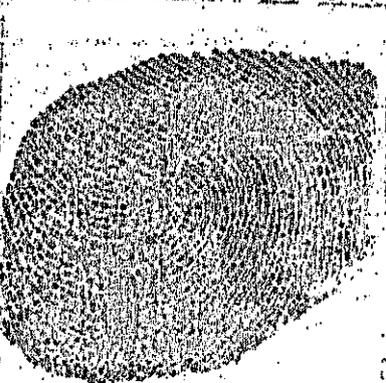
SEX
FEMALE 1.80

DATE OF ISSUE
2014-10-02

IDENTIFICATION NUMBER
175118

CITIZENSHIP
CITIZEN

EYE COLOR
GREEN



71072600956

Beacon Certificate

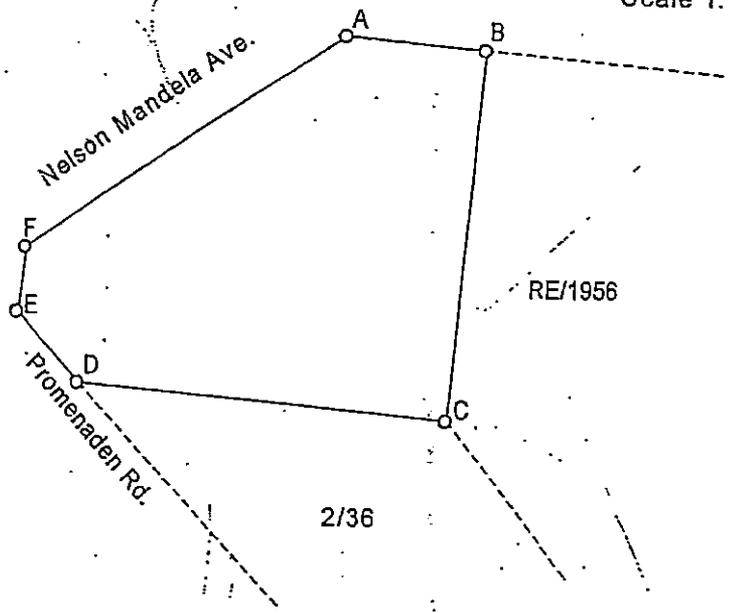
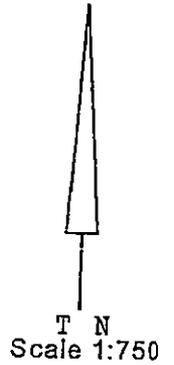
196

36 Windhoek

SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES System: 2217°				Designation
		Y	X	Y	X	
		Constants		+0,00	+0,00	
AB	14,49	275.06.30	A	-9 120,03	+60 970,67	274
BC	36,94	4.57.20	B	-9 134,46	+60 971,96	273
CD	37,38	95.11.20	C	-9 131,27	+61 008,76	3c
DE	9,58	136.36.20	D	-9 094,04	+61 005,38	36d
EF	6,46	186.24.10	E	-9 087,46	+60 998,42	36e
FA	38,33	236.11.20	F	-9 088,18	+60 992,00	275

Beacon Descriptions

- A, C,Not beaced
- B,Corner of wall
- E, F,16mm Round iron peg
- D,25mm Square iron peg



C. de Wet
C. de Wet

Professional Land Surveyor

J. B. B. B.
Owner
14/05/09
Date

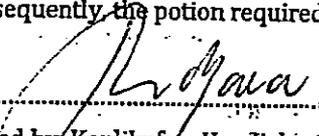
VALUATION CERTIFICATE
DIVISION: VALUATION SERVICES
DATE OF VALUATION: 04/06/2024



Erf No.: R/3/36 **Suburb:** Windhoek **Street name:** Tal
Erf size: 1258 **Zoning:** Residential **Density:** 1/900
Required portion size: 1202 m²
Current use of the portion under consideration: vacant
Acquisition purpose: To be leased out to a kindergarten

Current vacant land going price/ m²	N\$ 484	
Size of the portion Required	1202 m ²	
Estimated market Value	N\$ 581 800	
Annual rental @ 10%	N\$ 58 180	
Monthly rental	N\$ 4 848.33	

Development costs in Windhoek were determined at N\$ 231.80/ m² in 2011. The aforementioned price was escalated from 2011 to 2023 to produce a price of N\$ 484/m². Consequently, the portion required shall be valued at N\$ 484 per square.


Valued by: Kaulikufwa Hendjala
Manager: Valuation Services

Date: 04/06/2024

[Municipal Council Minutes: 2022-11-17]

10.2.14

**FNS.4 [HPH] APPLICATION TO LEASE
PORTION A (WESTERN PORTION) OF ERF 6352,
WINDHOEK FOR THE ESTABLISHMENT OF A
CRICKET STADIUM
(L/6352/W) (7/2/2)**

On proposal by Councillor Ms I Keister, it was

RESOLVED

- 1 That the applications by the Namibia Hockey Union and Saints Sport Club in respect of a portion of Erf 6352, Windhoek, be noted.
- 2 That it be noted that the Namibia Hockey Union and Cricket Namibia holds joint Lease Agreement under Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad (Joint Hockey and Cricket Development) in respect of portions of Erven 6352, 6351 and 6350, Windhoek but has since 1992 become two (2) separate entities.
- 3 That Council mediate the dissolution of the existing Lease Agreement of Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad (Joint Hockey and Cricket Development) in respect of portions of Erven 6352, 6351 and 6350, Windhoek, whereafter they may enter into separate Lease Agreements.
- 4 That Council consider giving the Namibia Hockey Union a bigger lease portion than Cricket Namibia during the mediation of dissolving their joint Lease Agreement based on current arrangements.
- 5 That the dissolution of Die Gesamentlike Hokkie en Krieket Ontwikkelingsraad (Joint Hockey and Cricket Development) in respect of portions of Erven 6352, 6351 and 6350, Windhoek be dealt with in a separate submission.
- 6 That Portion A (western portion) of Erf 6352, Windhoek (\pm 25 092 m² in extent) be leased to Cricket Namibia for a period of twenty (20) years at a monthly rental of N\$13 340.00, subject that the rental escalate annually in line with the Namibia Inflation Rate, but not exceeding 10 %.
- 7 That the applicant submit a survey diagram, to the satisfaction of the Strategic Executive: Housing, Property Management and Human Settlement before concluding the Lease Agreement.
- 8 That in the event the applicant fail to conclude the Lease Agreement within the given time, the rental be revised prior to concluding the Lease Agreement.
- 9 That the lease be notarially registered by the applicant, at their cost.
- 10 That only the development and operation of cricket sports ground (stadium) and complementary activities like a clubhouse, be allowed.

- 11 That should there be any failure to host the 2027 Cricket World Cup or develop the envisaged cricket stadium, that the lease period be terminated.
- 12 That the Electrical Consultant or Contractor obtain approval for all related electrical drawings for electrification indicating connection to the grid of the Municipal Council of Windhoek.
- 13 That should any municipal electrical infrastructure need to be relocated, dismantled or replaced as per request received from the applicant, all cost related thereto be for the applicant's account.
- 14 That only one (1) service connection from the municipal electrical network be allowed per erf.
- 15 That only one (1) additional metre point be allowed for an approved flat on erven that are zoned 'single residential', and for more metre points, the erf be rezoned to 'general residential'.
- 16 That for erven that are zoned 'general residential', 'business', 'office', 'institutional' or 'industrial' and a service connection larger than 3 x 60 ampere is required, the applicant and/or his/her Electrical Engineering representative contact the Strategic Executive: Electricity, well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation, and also to determine the financial contribution to be made by the applicant towards the upgrade cost of the network.
- 17 That it be noted that a connection charge will be payable at the cost of the applicant and the applicant be advised to review the Department of Electricity's Connection Charge Policy, Schedule of Approved Non-Regulated Tariffs and/or to consult directly with the Strategic Executive: Electricity for information on connection charges.
- 18 That for erven that are rezoned to 'general residential', 'business', 'office', 'institutional' or 'industrial', the applicant/owner or his/her registered Electrical Contractor contact the Strategic Executive: Electricity to determine whether the existing metering installation complies to Council's Metering Policy for the specific type of zoning.
- 19 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme, stating:
 - 19.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:

- The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 19.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 20 That no access be allowed over or onto any stormwater catchpit or structure.
- 21 That it be noted that the development is close to a major arterial which has heavy traffic volumes, and that no direct access be allowed from Auas Road.
- 22 That parking for this kind of development be limited to the parking available for the current stadiums.
- 23 That as part of the development, that the applicant conduct a Traffic Impact Assessment (TIA) to verify impact and circulation between the available parking to make informed decision during planning and management of traffic during such events.
- 24 That during the planning stages, that the outcome of the Traffic Impact Assessment (TIA) be discussed with the Strategic Executive: Urban and Transport Planning.
- 25 That provision be made for a public transport facility as a sub-transit centre in this area as this will manifest itself within such a major development. [Normally bus and taxi activities must be confined to a certain area, in combination of making provision for informal trading and/or souvenirs. Subsequently same needs to be planned and incorporated within the development and making adequate provision for turnaround movements.]
- 26 That no access be allowed 20 metre from any intersection, measured from the intersecting kerbs.
- 27 That bollards or other measures be provided to prohibit unwarranted and dangerous access directly from Auas Road.
- 28 That should the development realise before Auas Road is upgraded, and the Traffic Impact Assessment (TIA) verify that a traffic light is required, the upgrade be done at the Developer's account.
- 28.1 That in such instance, the Developer sign a Development Agreement with Council for the design and supervision of the construction work.
- 29 That a stacking distance of 18 metre be required before access to any drop off area or parking facility, being to the satisfaction of the Strategic Executive: Urban and Transport Planning.

- 30 That activities be restricted to the site to prevent spillage into the roadway of Auas Road, as it is foreseen that this will realise should there be lack of control.
- 31 That for business, three (3) parking bays per 100 m² area plus loading zone be applicable.
- 32 That for a stadium, one (1) parking bay for every four (4) seats for sitting capacity up to sixty (60) and in bay for every six (6) sets or part thereof be applicable.
- 33 That for restaurants and pubs, one (1) parking bay per three (3) seats plus a loading zone be applicable.
- 34 That for fast foods, one (1) parking bay per four (4) seats plus a loading zone be applicable.
- 35 That 25 % of overall parking be allocated to public transport.
- 36 That each provided taxi bay within a lay-by be the equivalent of five (5) normal parking bays. Provided that the parking requirement can be relaxed up to 25 % of the initial provisions and the taxi bay be constructed to municipal standards.
- 37 That for every six (6) bicycle parking spaces provided, a credit of one (1) parking bay be given towards the parking requirements. Provided that the total credit not exceed 20 % of the parking bays required and the minimum dimension for a bicycle space be 2 metre in length and 0.6 metre in width.
- 38 That the applicant note that the Municipal Council of Windhoek no longer has the intention to develop Ball Street.
- 39 That Netball Street be upgraded to bitumen standards to aid trading and access to this property, as further outlined in the Traffic Impact Assessment (TIA).
- 40 That Cricket Street be upgraded to improve accessibility and dust prevention.
- 41 That building plans be submitted for approval for any improvements to the lease area.
- 42 That no indigenous trees be removed or damaged, irrespective of the size of the trees.
- 43 That protected tree species on the erf only be removed after obtaining permission from the Municipal Council of Windhoek.
- 44 That all health and hygiene requirements in terms of lighting, ventilation, sanitation, access to potable water and food safety measures be adhered to and of which building plans must be submitted for scrutiny and approval.

- 45 That all relevant environmental laws be taken into consideration during the development of the facilities.
- 46 That the lease be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 47 That the lease be subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 48 That the Chief Executive Officer (Corporate Legal Adviser) draft the Lease Agreement.
- 49 That the Strategic Executive: Housing, Property Management and Human Settlement, in consultation with the Strategic Executive: Economic Development and Community Services, submit the item on the development of the craft/wood carvers market to the special Council meeting scheduled to be held on Tuesday, 22 November 2022, for consideration.
- 50 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 331/11/2022
=====

MEMORANDUM VAN OOREENKOMS

MEMORANDUM VAN 'N HUUROOREENKOMS aangegaan deur en tussen

WINDHOEK MUNISIPALITEIT

hierin verteenwoordig deur JACOBA SALOMINA OLIVIER en JASPER THERON
in hul onderskeie hoedanighede as Burgemeester en Stadsekretaris van
genoemde Munisipaliteit (hierna die "VERHUURDER" genoem)

EN

30/11/2007,
16/11/2007,
YEARLY,
INFLATION POLICY.

DIE GESAMENTLIKE HOKKIE EN KRIEKET ONTWIKKELINGSRAAD

hierin verteenwoordig deur dr. L E JUBBER *P.O. Box 9845*
en mej. B VAN HEERDEN *WINDHOEK,*
in hul onderskeie hoedanighede as Voorsitter en Sekretaris
van genoemde Ontwikkelingsraad (hierna die "HUURDER" genoem)

NADEMAAL die VERHUURDER die eienaar is van sekere onroerende
eiendom te wete:

- (a) 'n Sekere erf 6351 ongeveer 53 796 vierkante meter groot soos
aangedui op plan P/827/A;
- (b) 'n gedeelte van erf 6352 ongeveer 20 561 vierkante meter groot
soos aangedui op plan P/837/A; en
- (c) 'n onopgemete gedeelte van erf 6350 soos aangedui op
plan P/1105/A

*** geleë te die Sportgronde, Windhoek soos meer volledig blyk uit
plan P/1427/S (Rev. 1) hierby aangeheg en welke gedeeltes in rooi
aangedui word (hierna die "EIENDOM" genoem)

[Handwritten signatures and initials]

~~EN NADEMAAL die HUURDER die oorkoepelende Bestuursliggaam is vir~~

- (a) die SWA Manshokkievereniging;
- (b) die SWA Dameshokkievereniging; en
- (c) die SWA Krieketunie;

EN NADEMAAL die SWA Manshokkievereniging 'n gedeelte van erf 6352 van die Raad gehuur het vanaf 1 Junie 1959 tot 31 Mei 1984 soos aangedui op plan P/837/A en welke huurkontrak deur tydsverloop verstryk het;

EN NADEMAAL die SWA Dameshokkievereniging vanaf 1 Januarie 1960 tot 31 Desember 1964 die huurders was van 'n gedeelte van erf 6350 (soos aangedui op plan P/889/S) welke gedeelte na verskuiwing tans geleë is soos aangetoon word op die plan P/1105/A en welke huurkontrak deur tydsverloop verstryk het;

EN NADEMAAL erf 6351 op 29 Junie 1965 per Raadsbesluit 216/65 aan die SWA Krieketunie toegaken was om te huur tot die 31ste Desember 2057, maar welke huurkontrak nooit skriftelik aangegaan was nie en alhoewel geen huurgelde gevorder was nie, aangewend was vir krieket- en hokkiedoelindes;

EN NADEMAAL die SWA Manshokkievereniging, SWA Dameshokkievereniging en SWA Krieketunie op 12 Julie 1967 die oorkoepelende Bestuursliggaam - die HUURDER daargestel het;

EN NADEMAAL die HUURDER vanaf die stigtingsdatum die EIENDOM ontwikkel, geboue en ander verbeterings daarop opgerig het en gebruik het vir krieket- en hokkiedoelindes en die HUURDER begerig is om die EIENDOM met geboue en verbeterings daarop te huur en verder te ontwikkel en te gebruik vir genoemde doelindes, en die VERHUURDER gewillig is om die EIENDOM vir 'n tydperk te verhuur;

EN NADEMAAL die partye begerig is om 'n skriftelike ooreenkoms dienooreenkomstig aan te gaan

NOU DERHALWE KOM DIE PARTYE SOOS VOLG OOREEN:

1.
Die VERHUURDER verhuur hiermee aan die HUURDER wat hiermee huur die EIENDOM met die geboue en ander verbeterings daarop soos aangetoon op die aangehegte plan P/1427/S geleë in die Distrik Windhoek.

2.
Die huurgeld wat die HUURDER ingevolge hierdie huurkontrak moet betaal is die bedrag van R150,00 (EEN HONDERD EN VYFTIG RAND) in totaal (synde R50,00 (VYFTIG RAND) per erf) per jaar. Die eerste betaling moet voor of op 1 Desember 1986 geskied en daarna vooruit op of voor die laaste dag van November in iedere en elke opvolgende jaar.

Die huurgeld sal jaarliks eskaleer met die styging in die verbruikers= indeks vir Windhoek (alle items). Die huurgeld moet by die Stadhuis, Kaiserstraat, Windhoek aan VERHUURDER betaal word of waar VERHUURDER skriftelik mag aanwys.

3.
TERMYN

Die huurtermyn begin op 1 November 1986 en duur tot 30 November 2057.

4.
GEBRUIK

Die EIENDOM word aan die huurder verhuur vir sportdoeleindes en mag slegs vir voormelde doel gebruik word en geen ander doel nie, behalwe met die voorafverkreë skriftelike toestemming van die VERHUURDER.

5.
ONDERVERHUUR, SESSIE EN OORMAKING

Die HUURDER is nie geregtig om sonder die VERHUURDER se skriftelike toestemming die EIENDOM of enige gedeelte daarvan onder te verhuur, of om van die besit daarvan afstand te doen of om hierdie huurkontrak te sedeer of oor te maak nie. Die HUURDER sal geregtig wees om die EIENDOM of 'n gedeelte daarvan, onder te verhuur vir die hou van sportbyeenkomste.

6.

VERBETERINGS

Die HURDER is nie geregtig om enige verbeterings aan te bring of enige verandering van 'n strukturele aard aan te bring sonder die voorafverkreë goedkeuring van die VERHUURDER nie. Geen verbetering voor of na aangaan van die ooreenkoms wat deur die HURDER op die HURDER se koste aangebring is, sal na afloop van hierdie ooreenkoms of by vroeëre beëindiging aan HURDER deur VERHUURDER uitbetaal word nie.

7.

INSTANDHOUDING EN HERSTELWERK

Die HURDER is verplig om gedurende die bestaan van hierdie huurkontrak op eie koste die EIENDOM so in stand te hou dat dit in die huidige toestand bly, redelike slytasie uitgesonderd.

8.

NAKOMING VAN WETTE, ENS.

Gedurende die bestaan van hierdie huurkontrak moet die HURDER op eie koste voldoen aan alle wette, regulasies, Proklamasies en enige ander wetgewing, sowel as die Stadsbeplanningskema van VERHUURDER.

9.

BELASTING EN ANDER HEFFINGS

Gedurende die bestaan van hierdie huurkontrak is die HURDER verantwoordelik vir die betaling van alle belastings en heffings (insluitend betaling vir voorsiening van water, elektrisiteit, riool verwydering van vullis of enige ander diens) wat ten opsigte van die EIENDOM betaalbaar is aan enige owerheid, plaaslike owerheid of dergelike owerheidsliggaam.

10.

HURDER MOET NIE 'N OORLAS VEROORSAAK NIE

Gedurende die geldigheidstermyn van hierdie huurkontrak moet die HURDER nie iets doen of laat doen of toelaat dat iets gedoen word wat enige okkupant van aangrensende eiendomme of die publiek 'n oorlas aandoen of kan aandoen of tot ergernis strek of kan strek nie.

11.

VERHUURDER NIE AANSPREEKLIK VIR ONDERBREKING NIE

Die VERHUURDER sal nie aanspreeklik wees vir enige onderbreking in die lewering van elektrisiteit, water of enige ander diens nie.

12.

VERANTWOORDELIKHEID VIR SINDELIKHEID

Die HUURDER is verantwoordelik dat die EIENDOM en enige gedeelte daarvan in 'n skoon en sindelike toestand gehou word.

13.

VERSEKERING EN HERSTEL

(a) Die VERHUURDER sal geregtig wees om die EIENDOM te verseker teen skade deur reën, wind, hael, weerlig, brand, onluste, stakings, optrede van vyande van die Staat en verseker te hou. Die HUURDER sal verantwoordelik wees vir die premie van sodanige versekering en onderneem om dit op aanvraag van die VERHUURDER te betaal.

(b) Ingeval die EIENDOM deur brand of enige ander oorsaak beskadig of gedeeltelik vernietig word, loop hierdie huurkontrak nie om dié rede ten einde nie, maar die HUURDER of VERHUURDER moet sodanige skade of gedeeltelike vernietiging herstel vir sover dit moontlik is uit die opbrengs van enige versekering in subparagraaf (a) genoem. Word die EIENDOM as gevolg van brand of om enige ander rede heeltemal ongeskik vir die doel waarvoor dit verhuur is, het die VERHUURDER die opsie om hierdie ooreenkoms te beëindig of om die EIENDOM te herbou.

Die VERHUURDER is nie verplig om wanneer hy skade aan of gedeeltelike vernietiging van die EIENDOM herstel of na gelang van die geval, hy die EIENDOM herbou, 'n groter bedrag te bestee as wat hy vanweë die beskadiging of algehele of gedeeltelike vernietiging van die perseel van 'n versekeraar ontvang het nie.

- (c) Die HURDER onderneem om enige verbeterings op die EIENDOM op eie koste te verseker.

14.

TOESTAND VAN EIENDOM

Die HURDER aanvaar die EIENDOM soos dit tans is en die VERHUURDER doen geen waarborg, hetsy uitdruklik of stilswyend, omtrent die EIENDOM of die aan- of afwesigheid van enige eienskappe hoegenaamd nie.

15.

ALGEMENE VRYWARING

Die HURDER vrywaar die VERHUURDER hierby teen enige eis ontstaande uit welke oorsaak ook al, wat teen die VERHUURDER ingestel kan word -

- (i) deur enige lid van die publiek wat 'n sportbyeenkoms as 'n toeskouer op die EIENDOM bywoon;
- (ii) deur enige persoon of instansie, onderworpe egter daaraan dat die gebeurtenis wat aanleiding tot die eis gee, plaasgevind het op die EIENDOM of in verband met die gebruik van die EIENDOM deur die HURDER.

Hierdie vrywaring is ook van toepassing op enige onkoste wat die VERHUURDER in verband met so 'n eis kan oploop.

16.

ALGEMENE VOORSKRIFTE

- (a) Die VERHUURDER sal geregtig wees om indien dit na die mening van die VERHUURDER steurend mag wees vir die bewoners van die omgewing of indien dit teen die godsdienstige oortuiging van die bewoners van die omgewing, of in die algemeen is, die gebruik van die EIENDOM op Sondae en ander openbare vakansiedae met 'n godsdienstige grondslag, sowel as sekere ure van elke nag, te betel.

(b) Die VERHUURDER sal geregtig wees om te eniger tyd en sonder om aanspreeklik te wees vir enige vergoeding, enige verbetering, hetsy tydelik of permanent, te herstel of te laat herstel of te sloop indien die HUURDER versuim om dit behoorlik in stand te hou of versuim om enige voorskrifte van VERHUURDER stiptelik na te kom, welke voorskrifte ingevolge en ooreenkomstig enige wetgewing kan wees of waar die verbeterings na die mening van die VERHUURDER 'n gevaar inhou vir eiendom of lewe of onooglik is.

(c) Die VERHUURDER sal geregtig wees om na die mening van VERHUURDER enige partypolitieke-advertensie of propaganda of die vertoning van enige pornografiese materiaal of geskrif op die EIENDOM te belet.

17.

TERUGNAME BY ONBRUIK OF ONVOLDOENDE GEBRUIK

Indien die EIENDOM in onbruik is of onvoldoende gebruik word volgens die oordeel van die VERHUURDER, of die HUURDER nie meer fungeer nie, sal die VERHUURDER geregtig wees om 'n kennisgewing op die domicilium citandi et executandi van die HUURDER te bestel waarin VERHUURDER hierdie ooreenkoms mag kanselleer sonder verdere kennis indien die EIENDOM na 3 (drie) maande steeds in onbruik is, of onvoldoende gebruik word of die HUURDER nie fungeer nie.

18.

DOMICILIUM

Vir doeleindes van hierdie ooreenkoms en vir doeleindes van die betekening en aflewering van enige kennisgewing aan die HUURDER kies die HUURDER die EIENDOM wat hiermee verhuur word as domicilium citandi et executandi en kies die VERHUURDER as domicilium citandi et executandi die Stadhuis, Kaiserstraat, Windhoek.

19.

INSPEKSIE

Die VERHUURDER sal te eniger redelike tyd die EIENDOM mag betree vir inspekte of enige werk of funksie van die VERHUURDER.

20.

KANSELLASIE

Die VERHUURDER sal geregtig wees om hierdie ooreenkoms te kanselleer met 30 (dertig) dae kennisgewing indien die HUURDER versuim om enige term of voorwaarde van hierdie ooreenkoms na te kom.

21.

TOEGEWING DEUR VERHUURDER

Versuim van die VERHUURDER om strenge nakoming deur die HUURDER van sy verpligtinge onder hierdie ooreenkoms te vereis of aanvaarding van enige laat betaling, doen nie afbreuk aan VERHUURDER se regte kragtens hierdie ooreenkoms nie of dien as 'n afstanddoening van regte deur die VERHUURDER nie.

22.

KOSTE

Die HUURDER is aanspreeklik vir enige seëlregte of enige registrasiekoste van hierdie ooreenkoms.

23.

Indien die HUURDER as gevolg van enige rede nie meer die oorkoepelende bestuursliggaam van die SWA Manshokkievereniging, die SWA Dameshokkievereniging en die SWA Krieketunie vorm nie, verval hierdie ooreenkoms outomaties en moet enige bestuursliggaam, vereniging, unie of raad wat die EIENDOM of 'n gedeelte van die EIENDOM verder wil huur of vir hokkie en/of krieketdoeleindes wil aanwend, afsonderlik of gesamentlik 'n nuwe huurooreenkoms met die VERHUURDER aangaan.

ALDUS GEDAAN en GETEKEN te WINDHOEK op hierdie 5^{de} dag van DESEMBER 1986, in die teenwoordigheid van die ondergetekende getuies:

AS GETUIES:

1. *[Signature]*

[Signature]
BURGEMEESTER

2. *[Signature]*

[Signature]
STADSEKRETARIS

ALDUS GEDAAN en GETEKEN te WINDHOEK op hierdie 21^{ste} dag van Oktober 1986, in die teenwoordigheid van die ondergetekende getuies:

AS GETUIES:

1. *[Signature]*
2. *[Signature]*

[Signature]
VOORSITTER
[Signature]
SEKRETARIS

W.A. CRICKET UNION: SWA
[Signature] CHAIRMAN
[Signature]
[Signature]

[Signature]
CHAIRMAN
[Signature] TREASURER
[Signature]

**RESOLUTION OF BOARD OF CRICKET NAMIBIA
AND THE BOARD OF THE NAMIBIA HOCKEY UNION: 19 August 2022**

WHEREAS:

1. The Namibia Hockey Union ("NHU") is currently occupying Erven 6351 (the Doc Jubber Hockey Fields on the Northern side of Cricket Street, Windhoek).
2. Cricket Namibia ("CN") is currently occupying the top section of Erf 6352 (the field between Netbal Street and Cricket Street, Windhoek).
3. ERF 2350 is allocated for the joined use of NHU and CN.

IT IS HEREBY RESOLVED THAT:

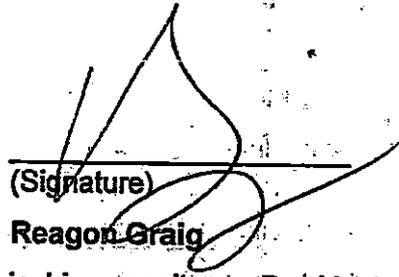
4. The NHU and CN intend to enter into separate and exclusive lease agreements with the City of Windhoek in respect of the use and occupation of the erven set out hereinafter:
 - 4.1. Erf 6351 bounded by Stadion Street, Rugby Street, Cricket Street, and Auas road will be developed by the NHU for the purpose of the playing of matches, coaching and developing of all aspects of the sport of hockey and will be for the exclusive use of the NHU;
 - 4.2. Erf 6352 bounded by Netball Street, Rugby Street, Cricket Street and Bal Street will be developed by CN for the purpose of the playing of matches, coaching and developing of all aspects of the sport of cricket and will be for the exclusive use of CN;
 - 4.3. Erf 6350 to the east of Rugby Street will be administered by the NHU for the general purposes of the development of the sport;
 - 4.4. Each party shall at its own cost develop all pitches, buildings, services, structures on its own designated Erven, as may be necessitated;



- 4.5. Each party shall at its own expense be responsible for all maintenance, upkeep and operational costs on its own designated Erven, as may be necessitated;
- 4.6. Each party shall be responsible for the cost of all or any rates, taxes or utilities payable to the City of Windhoek on their own designated Erven;

CERTIFIED TRUE EXTRACT

Date Signed: 30 August 2022

1. 
 (Signature)
Reagon Graig

in his capacity as President of NHU, being duly authorised hereto by virtue of a Resolution of the Council of NHU dated 14th August 2022



Date Signed: 22 July 2022

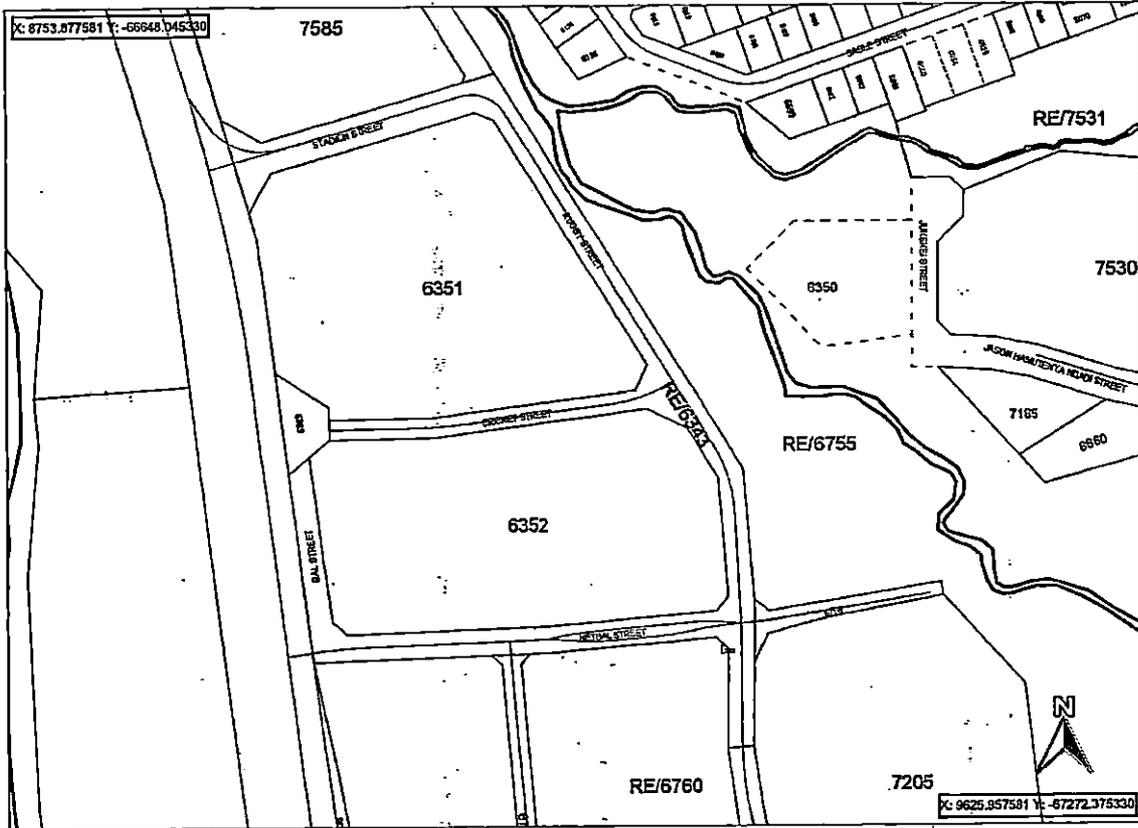
2. _____
 (Signature)
Dr. Rudie van Vuuren

in his capacity as President of CN, being duly authorised hereto by virtue of a Resolution of the Board Members of CN dated _____ August 2022.



214

6/3/2024
Scale: 1:2973



The materials available at this web site are for informational purposes only and do not constitute a legal document.

OFFICE OF THE CHIEF EXECUTIVE OFFICER

☒ 59
80 Independence Avenue
WINDHOEK, NAMIBIA



Tel: (+264) 61 290 2615

Fax: (+264) 61 290 2344

www.cityofwindhoek.org.na

Enquiries: FI Maanda
Email: fma@windhoekcc.org.na

Ref: L/6352/W
Tel nr: 061-290 2170

Die Gesamentlike Hokkie and Krieket Ontwikkelingsraad
P O Box 9845
WINDHOEK

Dear Mr. Graig and Muller,

RE: DISSOLUTION OF THE LEASE OF DIE GESAMENTLIKE HOKKIE AND KRIEKET ONTWIKKELINGSRAAD AND RENEGOTIATE NEW LEASE FOR CRICKET NAMIBIA AND NAMIBIA HOCKEY UNION (ERVEN 6350, 6351 AND 6352, WINDHOEK)

Reference is made to the lease agreement of Die Gesamentlike Hokkie and Krieket Ontwikkelingsraad in respect of Erven 6350, 6351 AND 6352, Windhoek and Council Resolution 331/11/2022. Further reference is made to the negotiation meetings between the City of Windhoek and the representatives of Cricket Namibia and Namibia Hockey Union on the 07th and 19th March 2024.

Your attention is brought to Council Resolution 331/11/2022 and in particular to paragraph 3, which resolved that the lease agreement of Die Gesamentlike Hokkie and Krieket Ontwikkelingsraad be dissolved and that of Cricket Namibia and Namibia Hockey Union enter into separate lease agreement. This resolution is read together with the provision of the lease agreement of Die Gesamentlike Hokkie and Krieket Ontwikkelingsraad, specifically pointing out to paragraph 17 and 23 of the lease agreement. Paragraph 17 stipulates that the lease may be terminated should the land not be used or the tenant not being functional. Moreover, paragraph 23 of the lease agreement specifies that the lease agreement must be terminated should the joint union, of SWA Manshokkieverenig, the SWA Dameshokkieverenig and the SWA Krieketunie, does not exist anymore.

Taking the above cited lease agreement provisions into consideration, it formed the basis of Council Resolution 331/11/2022, which mandates the dissolution of the lease agreement of Die Gesamentlike Hokkie and Krieket Ontwikkelingsraad in respect of Erven 6350, 6351 and 6352, Windhoek. As a result, negotiation meetings were conducted on the 7th and 19th March 2024 with the aim to get the lease agreement terminated and negotiating new separate lease agreements for Cricket Namibia and Namibia Hockey Union on the respective properties.

Following Council Resolution 331/11/2022, the management of Cricket Namibia and Namibia Hockey Union jointly took a resolution dated 19 August 2022, *attached for easy reference*. This resolution resolved that Cricket Namibia be allocated the portion of Erf 6352, while Namibia Hockey Union be allocated Erf 6351 and a portion of Erf 6350, Windhoek.

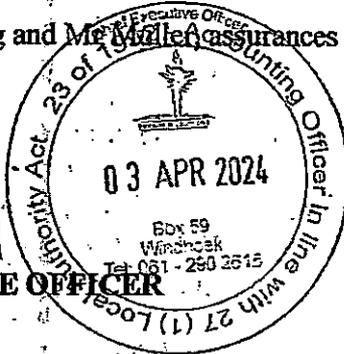
It is imperative to note that during the negotiations between the City of Windhoek, Cricket Namibia and Namibia Hockey Union, the City pointed out that the portion of Erf 6350, Windhoek should not form part of the lease negotiation, but such portion be rather reserved for Council's use and in particular for parking purposes. It was clear that the portion of Erf 6350, Windhoek has never been developed or even used at all by the lessee. The City of Windhoek herewith put it to the Cricket Namibia and Namibia Hockey Union, that the portion of Erf 6352 be allocated to Cricket Namibia and Erf 6351, Windhoek be allocated to Namibia Hockey Union.

As soon as you can revert to the City and the parties agreeing on the conditions of the new leases, the proposals will be put to the technical divisions to incorporate their respective conditions of lease and eventually tabling the matter for Council's consideration.

Accept, Mr Mr. Graig and Mr Miller assurances of my highest regards for your office at all times.

Yours faithfully


Moses Matiyayi
CHIEF EXECUTIVE OFFICER



Cc SE: Housing, Property Management and Human Settlement Mr. F Maanda
Corporate Legal Advisor Mr. B Ngairorue



**NAMIBIA
HOCKEY UNION**

217

10579 Email: secretary@namibiahockey.org
Post Street Mail, Windhoek, Namibia

www.namibiahockey.org

03 May 2024

The Office of the Chief Executive Officer
City of Windhoek
80 Independence Avenue
Windhoek
Namibia

By email fma@windhoekcc.org.na and Gerwin.Mosimane@windhoekcc.org.na

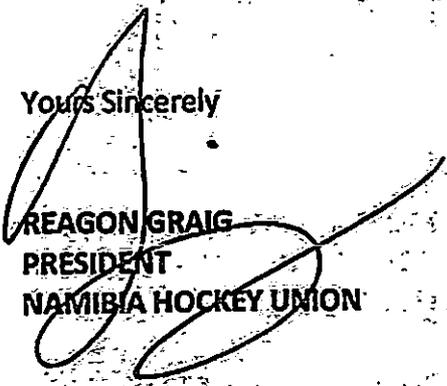
Dear Mr Matyayi,

**DISSOLUTION OF THE LEASE OF DIE GESAMENTLIKE HOKKIE AND KRIEKET ONTWIKKELINGSRAAD
AND RENOGIATE NEW LEASE FOR CRICKET NAMIBIA AND NAMIBIA HOCKEY UNION (ERVEN
6350, 6351 AND 6352 WINDHOEK)**

With reference to your letter addressed to myself and Mr Muller sent via email on 10 April 2024.

The Namibia Hockey Union is in agreement with your proposal to allocate Erf 6352 to Cricket Namibia and Erf 6351 to Namibia Hockey Union.

Yours Sincerely


**REAGON GRAIG
PRESIDENT
NAMIBIA HOCKEY UNION**

From: Johan Muller <ceo@cricketnamibia.com>
Sent: Wednesday, April 10, 2024 10:21 PM
To: Mosimane (G.O) <Gerwin.Mosimane@windhoekcc.org.na>; polly@innatesupplies.com.na; 'Henno Prinsloo' <henno@naankuse.com>
Cc: Simpson (S) <Sheridan.Simpson@windhoekcc.org.na>; Mundonga (P) <Priscila.Mundonga@windhoekcc.org.na>; Negonga (DAN) <David.Negonga@windhoekcc.org.na>; Dausab (EP) <Elvis.Dausab@windhoekcc.org.na>; Morkel (HMC) <Hen-Mauree.Morkel@windhoekcc.org.na>
Subject: RE: Progress - lease agreements

Good day All

Thank you for your continuous attention to this matter. It is highly appreciated!

The Board of Cricket Namibia is in support of the letter from the CEO and wishes to continue with the process of separate lease agreements.

Could we proceed with the application of ERF 6352 to Council?

Click [here](#) to watch the Richelieu Eagles beat Full-Member Country, Sri Lank at the World Cup

Kind Regards,



Johan Müller
 Chief Executive Officer
 Cricket Namibia

Phone +264 61 223 818
 Mobile +264 81 126 6560
 Web www.cricketnamibia.com
 Email ceo@cricketnamibia.com
 Address 8 Von Auërplatz Street



From: Mosimane (G.O) <Gerwin.Mosimane@windhoekcc.org.na>
Sent: Wednesday, 10 April 2024 11:57 AM
To: 'Johan Muller' <ceo@cricketnamibia.com>; media@namibiahockey.org; president@namibiahockey.org; mariettastoff@gmail.com; polly@innatesupplies.com.na
Cc: Simpson (S) <Sheridan.Simpson@windhoekcc.org.na>; Mundonga (P) <Priscila.Mundonga@windhoekcc.org.na>; Negonga (DAN) <David.Negonga@windhoekcc.org.na>; Dausab (EP) <Elvis.Dausab@windhoekcc.org.na>; Morkel (HMC) <Hen-Mauree.Morkel@windhoekcc.org.na>
Subject: RE: Progress - lease agreements

Dear Mr Muller and Mr Graig,

Herewith find the letter from the CEO for your consideration.

Regards,

Gerwin Mosimane



Senior Property Administrator: Leaseholds & Settlements
 Department of Housing Property Management & Human Settlement

Office: +264 61 290 3307

Fax:

Mobile:

E-mail: Gerwin.Mosimane@windhoekcc.org.na

Box 59, Windhoek

Enquiries: +264 61 290 2911

www.cityofwindhoek.org.na

ly delete it and all copies from all storage media, and notify the sender. Neither the City of Windhoek nor the sender accepts liability for any interception, error, virus or other interference. Views and opinions contained herein are those of the sender unless clearly stated to be those of the City of Windhoek. City of Windhoek reserves the right to monitor outgoing and incoming e-mails and other telecommunications on its e-mail and telecommunications systems or transferred through its networks.

From: Johan Muller <ceo@cricketnamibia.com>

Sent: Wednesday, April 3, 2024 9:52 PM

To: Mosimane (G.O) <Gerwin.Mosimane@windhoekcc.org.na>; Simpson (S) <Sheridan.Simpson@windhoekcc.org.na>; Mundonga (P) <Priscila.Mundonga@windhoekcc.org.na>; Negonga (DAN) <David.Negonga@windhoekcc.org.na>

Cc: 'Johan Muller' <ceo@cricketnamibia.com>; media@namibiahockey.org; president@namibiahockey.org; mariettastoff@gmail.com; polly@innatesupplies.com.na

Subject: Progress - lease agreements

Good day Mr Negonga

I trust you are well.

I would like to follow up on the progress of the separation of the lease agreement?

Click [here](#) to watch the Richelieu Eagles beat Full Member Country, Sri Lank at the World Cup

Kind Regards,



Johan Müller

Chief Executive Officer
 Cricket Namibia

Phone +264 61 223 818

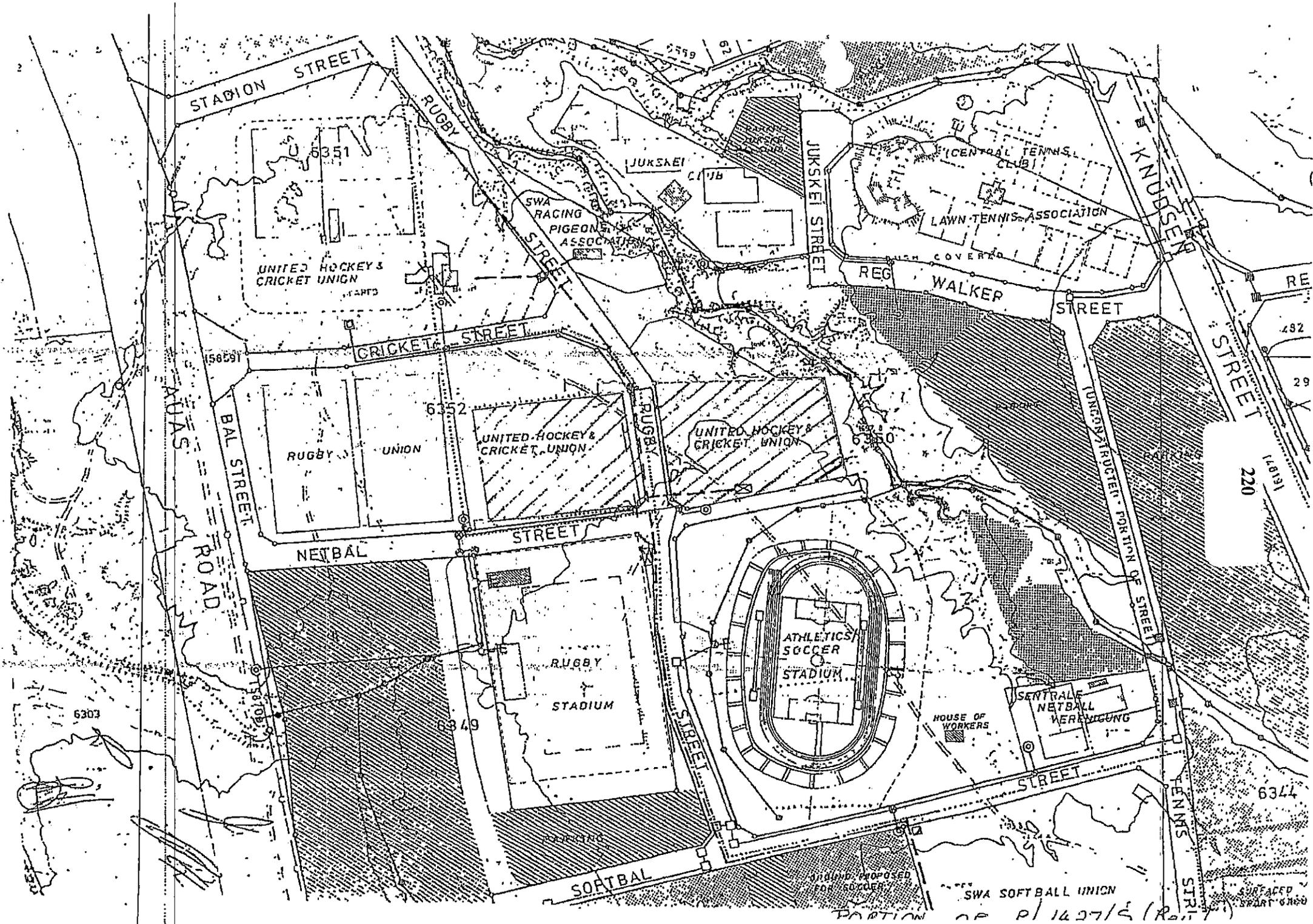
Mobile +264 81 126 6560

Web www.cricketnamibia.com

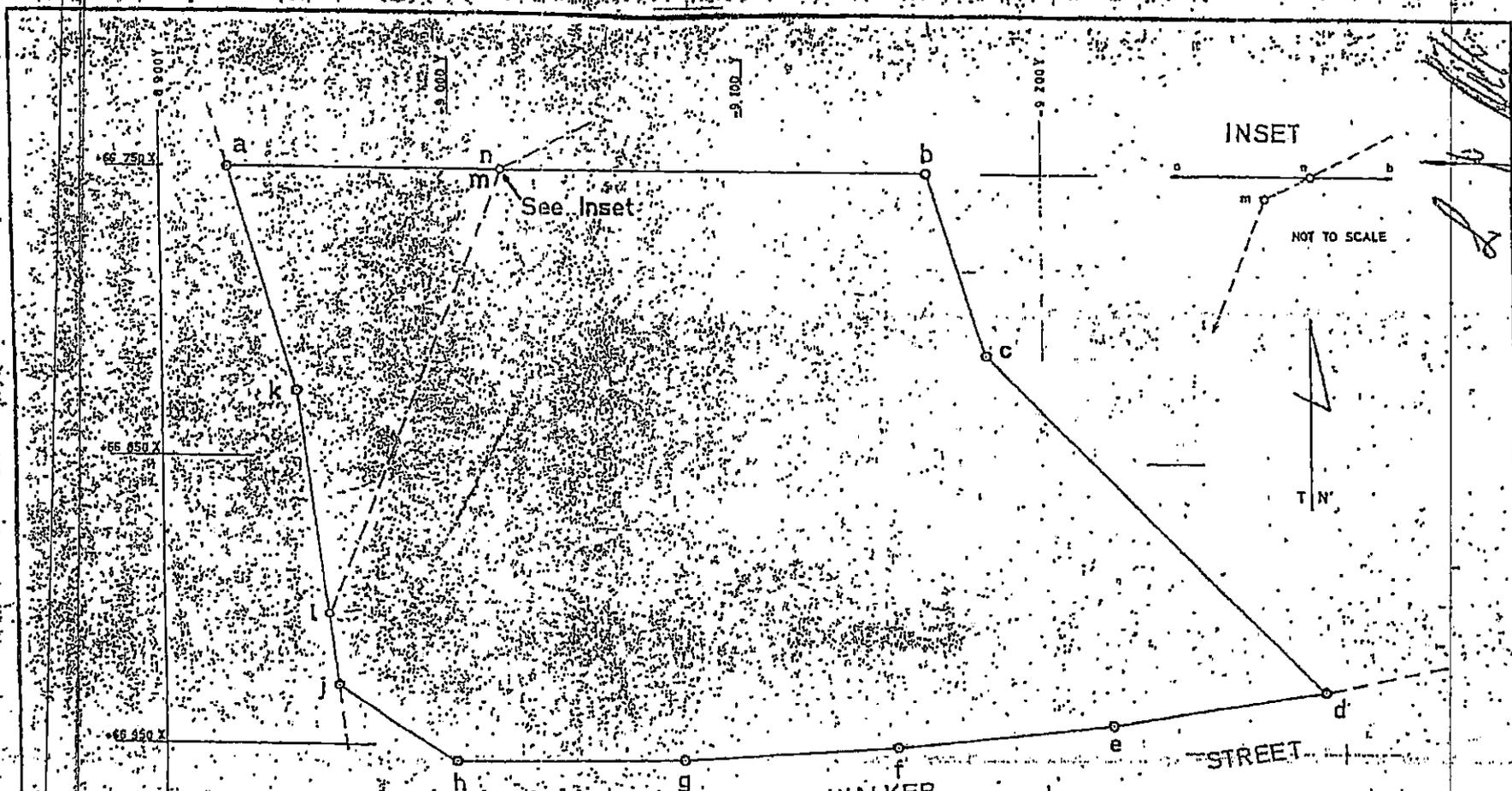
Email ceo@cricketnamibia.com

Address 8 Von Auerplatz Street





SWA SOFTBALL UNION
 PORTION OF P/1427/E (Rev. 1)
 SURFACED
 SPORT GROUND



POINT	CO-ORDINATES SYSTEM 22/II		ANGLES OF DIRECTION		DISTANCES	BEACON NUMBER
	Y	X				
a	-8924,00	+66750,00	270	00 00	ab	238,00
b	-9162,00	+66750,00	343	00 00	bc	66,00
c	-9161,30	+66813,12	316	04 40	cd	161,53
d	-9293,35	+66929,47	80	52 00	de	72,27
e	-9222,00	+66940,94	83	29 00	ef	72,27
f	-9150,20	+66949,14	86	04 50	fg	72,27
g	-9078,10	+66994,08	88	46 50	gh	77,46
h	-9000,66	+66955,73	122	24 10	hj	47,62
i	-8960,45	+66930,21	172	36 00	ih	103,55
j	-8947,11	+66827,52	163	24 00	jk	80,89
k	-8957,20	+66905,23	172	36 00	kl	78,36
l	-9017,79	+66750,00	201	20 00	lm	166,55
m	-9017,97	+66750,00	243	12 40	mn	0,20
n	-9128,59	+66201,94	90	00 00	na	93,97

THE FIGURE a-h-m-l-k REPRESENTS 6775 SQUARE METRES OF LAND BEING PORTION OF ERF NO.1978, WINDHOEK.

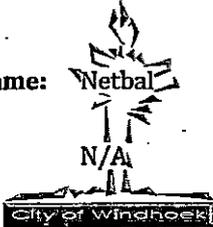
THE FIGURE n-b-a-d-e-f-g-h-j-l-m REPRESENTS 47 021 SQUARE METRES OF LAND BEING PORTION OF ERF NO.1762, WINDHOEK.

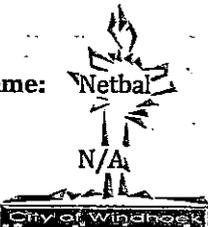
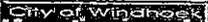
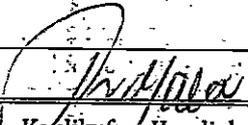
BEACON DISCRPTION:
 abcde/hj 16mm. round iron peg
 k 18mm. round iron peg
 g 25mm. round iron peg
 h not placed
 ml not searched for

REV	AUTH. MAD	DATE	REVISIONS / REVISES	BY	CHECK	TOPO	12
KARDEX	J. Walter	Feb. - March 1973	FILE / LEER No. L /	DEUR	NAGES	MG - 5AC Yz	
Survey	J. Walter	March 1973	MUN. WINDHOEK			VEURWYSINGSTREKINGE	REFERENCE DRAWINGS
Drawn	J. Walter	March 1973					
CHECK NAGES							
TRACED NAGES							
DESIGN							

The figure a b c d e f g h j k re - presents 53 795 square metres of land being Ground for HOCKEY - CRICKET UNION

REV.

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 31/05/2024		
Date of valuation:	31/05/2024	
Erf No.: 6351	Suburb: Windhoek	Street name: Netbal
Erf size: 50 449 m ²	Zoning: Street	Density: N/A
Required portion	Whole (50 449 m ²)	
		
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be leased to Hockey Namibia	
Current vacant land going price/ m²	N\$78.07	
Size of portion required	50 449 m ²	
Estimated market value	N\$ 3 938 600.00	
Estimated Annual rental value	N\$ 393 860.00	
Estimated Monthly rental value	N\$ 32 821.66	
<p>Similar Portions were determined at N\$63/m² in 2021. The aforementioned price per square meter is escalated from 2021 to 2023 to arrive at what could be a current price. After escalation, a price per square meter of N\$ 78.07/m² was produced.</p> <p>Therefore, the subject should be valued at N\$78.07/m².</p>		
Valuation Confirmed by:	 Kaulikufwa Hendjala Manager: Valuation Services	31/05/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 31/05/2024		
Date of valuation:	31/05/2024	
Erf No.: 6352	Suburb: Windhoek	Street name: Netbal 
Erf size: 45 653 m ²	Zoning: Street	Density: N/A
Required portion	Eastern Portion (20 561 m ²) 	
Current use of the portion under consideration:		Vacant
Acquisition purpose: To be leased to Cricket Namibia		
Current vacant land going price/ m²	N\$78.07	
Size of portion required	20 561 m ²	
Estimated market value	N\$ 1 605 200.00	
Estimated Annual rental value	N\$ 160 520.00	
Estimated Monthly rental value	N\$ 13 376.66	
<p>Similar Portions were determined at N\$63/m² in 2021. The aforementioned price per square meter is escalated from 2021 to 2023 to arrive at what could be a current price. After escalation, a price per square meter of N\$ 78.07/m² was produced.</p> <p>Therefore, the subject should be valued at N\$78.07/m².</p>		
Valuation Confirmed by:	 Kaulikufwa Hendjala Manager: Valuation Services	31/05/2024



STRYDOM & ASSOCIATES

L·A·N·D S·U·R·V·E·Y·O·R·S

Haus Hartmann
22 Robert Mugabe Avenue
C/O of Burg & Ballot Streets
P.O. Box 40716
Ausspannplatz
Namibia
Tel: +264 400 418 / 256 033
Fax: +264 61 269 178
Cell: +264 81 127 1320
herman@sasurv.com

City of Windhoek
Property Management Division
PO Box 59
Windhoek

22 May 2023

For Attention: Mr. Alfred Uændere

APPLICATION FOR LEASE AREA A OVER ERF 1 KLEINE KUPPE

Dear Sir,

We herewith apply, on the behalf of the owners of the Remainder of Erf 1346 Kleine Kuppe for a Lease Area A over Erf 1 Kleine Kuppe

Motivation

The proposed development on Erf 1346 Kleine Kuppe would be such that the required trucks turning circles and therefore, provide for more loading area for a newly planned retail development.

However, given the extensive development in the area it is foreseen that open parking of this development might be taken up by individuals visiting neighbouring offices & shops and therefore at the design stage it is considered to add some more parking at the northern end of Erf 1346 on the vacant area between the proposed development and the bypass road, this being Erf 1 Kleine Kuppe

Proposed Western Right of Way Servitude

The proposed Lease Area A is parallel to the northern boundary of Erf 1346 y servitude is parallel and along the northern boundary of Erf 1346 situated on Erf 1.

Please find attached the following

- ANNEXURE A: Proposed Servitude area
- ANNEXURE B: Locality plan
- ANNEXURE C: Title Deed T4466/2014
- ANNEXURE D: P.O.A. Erf 1 & 1346 Kleine Kuppe

Your faithfully

S. Nangolo

M.S. Nangolo.
for Strydom & Associates Land Surveyors

REPUBLIC OF NAMIBIA
COMPANIES ACT, 1973
Section 44(1)(b)

Registration No. of Company 2001/448

Certificate of change of name of company

This is to certify that

**MANDY INVESTMENTS TWO HUNDRED AND TWELVE (PROPRIETARY)
LIMITED**

has changed its name by SPECIAL RESOLUTION and is now called

PUPKEWITZ PROPERTY (WINDHOEK) (PROPRIETARY) LIMITED

and that the new name has this day been entered in the Register of Companies

Signed and sealed at WINDHOEK this 11TH day of DECEMBER

Two Thousand and THREE

Seal of Companies Registration Office

[Signature]
Registrar of Companies

1. HAMMAN

2. JOHN HELM

3. n/a

4. Year Month Day
6 9 0 4 1 9 5 1 6 9 0 8 8

5.(a) 12 SEPTEMBER 2017

(b) DIRECTOR

6. 20 CONRAD RUST STR, KLEIN WHK, WINDHOEK

7. C/O SCHANZEN ROAD & SINCLAIR STR, KLEIN WINDHOEK, WINDHOEK

8. PO BOX 97438, WINDHOEK, NAMIBIA

9. john@pointbreak.com.na

10. 061 – 378 800

11. NAMIBIAN

12. CHIEF EXECUTIVE OFFICE – UNIT TRUST BUSINESSES

13. YES

14. NO CHANGE

1. RUBINSTEIN

2. BRIAN ROBERT

3. n/a

4. Year Month Day
5 2 1 2 1 6 5 9 9 3 1 8 5

5.(a) 6 NOVEMBER 2019

(b) DIRECTOR

6. 71 THE BOULEVARD, CEDAR LAKES, CEDAR ROAD, FOURWAYS, SANDTON, JHB, RSA

7. 71 THE BOULEVARD, CEDAR LAKES, CEDAR ROAD, FOURWAYS, SANDTON, JHB, RSA

8. 71 THE BOULEVARD, CEDAR LAKES, CEDAR ROAD, FOURWAYS, SANDTON, JHB, RSA

9. brian.rubinstein@pupkewitz.com

10. 061 – 427 000

11. IRISH

12. DIRECTOR

13. NO

14. NO CHANGE

1. SHEPHERD

2. JOHN EUGENE

3. n/a

4. Year Month Day
6 5 0 9 1 8 0 0 3 9 5

5.(a) 1 DECEMBER 2021

(b) DIRECTOR

6. 21 B OSPREY ROAD, WINDHOEK

7. 63 – 67 JULIUS K. NYERERE STREET, WINDHOEK

8. PO BOX 140, WINDHOEK

9. groupfd@pupkewitz.com

10. 061 – 427 000

11. NAMIBIAN

12. GROUP FINANCE DIRECTOR

13. YES

14. APPOINTED: 1 DECEMBER 2021

1. ROWLES

2. ANDREW MARK

3. n/a

4. Year Month Day
7 7 0 3 1 2 5 0 4 2 0 8 7

5.(a) 1 DECEMBER 2021

(b) DIRECTOR

6. 6 SCHAFFER STR. KLEIN WHK, WINDHOEK

7. PARKSIDE, INDEPENDENCE AVENUE

8. PO BOX 9541

9. andrew.rowles@ashburton.com.na

10. 081 148 8487

11. SOUTH AFRICAN

12. CHIEF FINANCIAL OFFICE

13. YES

14. APPOINTED: 1 DECEMBER 2021

FOR KEY TO PARTICULARS, SEE PAGE 1

Registration Number Company 2001/448

B. AUDITOR

- 1. Name DELOITTE & TOUCHE
- 2. Date of appointment 07 NOVEMBER 2017
- 3. Nature of change in 1 and 2 above and date.

Perforated

(To be completed by company)

Return of particulars of company's register of directors, auditors & officers

CM29

Dated 22 NOVEMBER 2021
 Name of company PUPKEWITZ PROPERTY (WINDHOEK) (PTY) LTD
(REG NO. 2001/448)
 Postal address PO BOX 140, WINDHOEK, NAMIBIA
PUPKEWITZ HOLDINGS (PTY) LTD
 Email address salaries@pupkewitz.com

CM29 PAGE 3

Date received	
BUSINESS & INTELLECTUAL PROPERTY AUTHORITY  Date stamp of Business 2021-12-21 Registration Office	
BK-06 PO Box 185, Windhoek, Namibia Tel: +264 61 789 4400 Fax: +264 61 401 051 Email: info@bipa.na Web: www.bipa.na Registrars Co. cc	

C. Officers and Local Managers

KEY TO PERSONAL PARTICULARS REQUIRED

230

280

PERSONAL PARTICULARS

Registration Number of Company
2001/448

1. Surname	SHEPHERD												
2. Full forenames	JOHN EUGENE												
3. Former surname and forenames	N/A												
4. Identity number or, if not, available, date of birth and Passport number	Year			Month			Day						
	6	5	0	9	1	8	0	0	3	9	5		
5. (a) Date of appointment	01 MAY 2012												
(b) Designation	COMPANY SECRETARY												
6. Address of registered office, and registration number if officer is a corporate body	N/A												
7. Residential address	21 B OSPREY ROAD, WINDHOEK												
8. Business address	63 – 67 JULIUS K. NYERERE STREET, WINDHOEK												
9. Postal address	PO BOX 140, WINDHOEK												
10. Email address	groupfd@pupkewitz.com												
11. Contact number	061 – 427000												
12. Nationality (if not Namibian)	NAMIBIAN												
13. Occupation	GROUP FINANCE DIRECTOR												
14. Resident in Namibia (Yes or No)	YES												
15. Nature of change in 1 to 6 above and date	NO CHANGE												

FOR KEY TO PARTICULARS, SEE ABOVE

1.	SHEPHERD												
2.	JOHN EUGENE												
3.	N/A												
4.	Year			Month			Day						
	6	5	0	9	1	8	0	0	3	9	5		
5.(a)	01 MAY 2012												
(b)	PUBLIC OFFICER												
6.:	N/A												
7.	21 B OSPREY ROAD, WINDHOEK												
8.	63 – 67 JULIUS K. NYERERE STREET, WINDHOEK												
9.	PO BOX 140, WINDHOEK												
10.	groupfd@pupkewitz.com												
11.	061 – 427000												
12.	YES												
13.	NO CHANGE												

1.													
2.													
3.													
4.	Year			Month			Day						
5.(a)													
(b)													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													

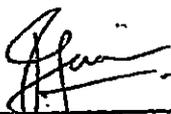
PUPKEWITZ PROPERTY (WINDHOEK) (PTY) LTD
Reg No. 2001/443

RESOLUTION OF THE DIRECTORS PASSED AT WINDHOEK ON THE 22nd DAY OF NOVEMBER 2021.

RESOLVED:

THAT the appointment of John Eugene Shaphard as Director of Pupkewitz Property (Windhoek) (Pty) Ltd, effective 1 December 2021, be and is hereby approved and confirmed.

THAT the appointment of Andrew Mark Rowles as Director of Pupkewitz Property (Windhoek) (Pty) Ltd, effective 1 December 2021, be and is hereby approved and confirmed.



J.H. Hamman

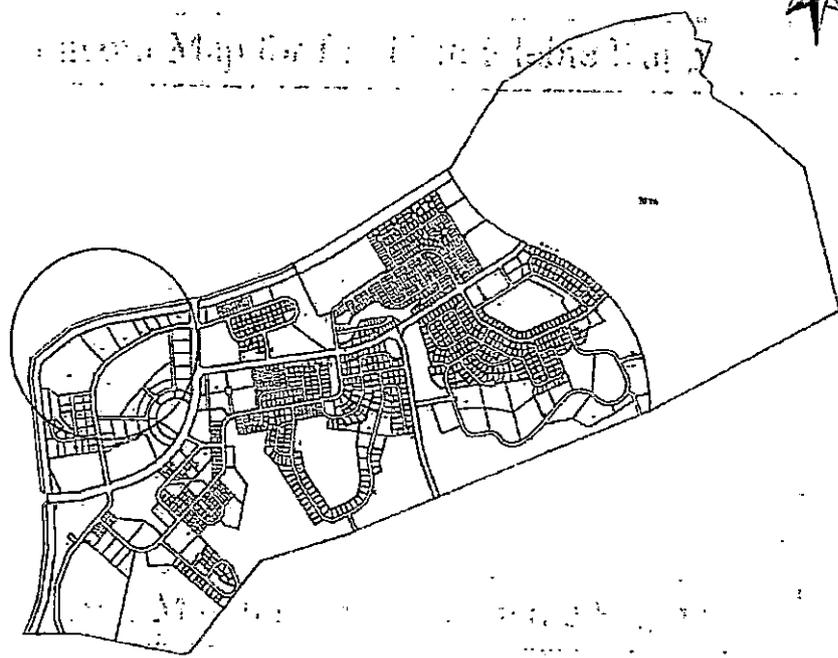


W.G. Mouton



B.R. Rubinsch

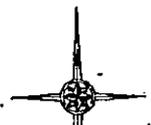
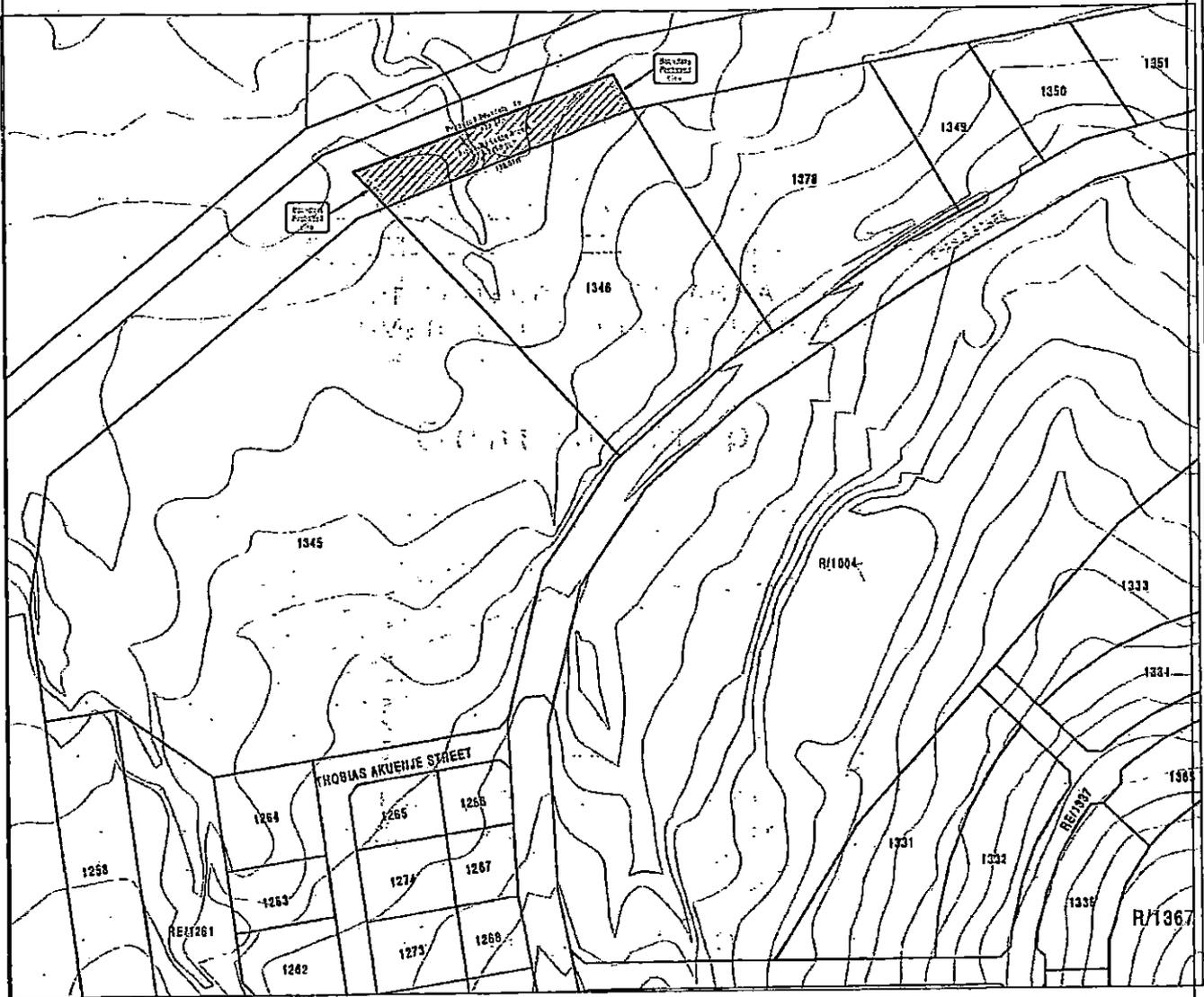
Layout Map for Erf 1346 Kleine Kuppe



10m wide trucks turning circles Servitude over Erf 1 Kleine Kuppe

PROPOSED LEASE AREA A
OVER ERF 1 KLEINE KUPPE

Contour Map



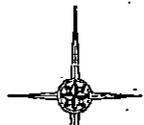
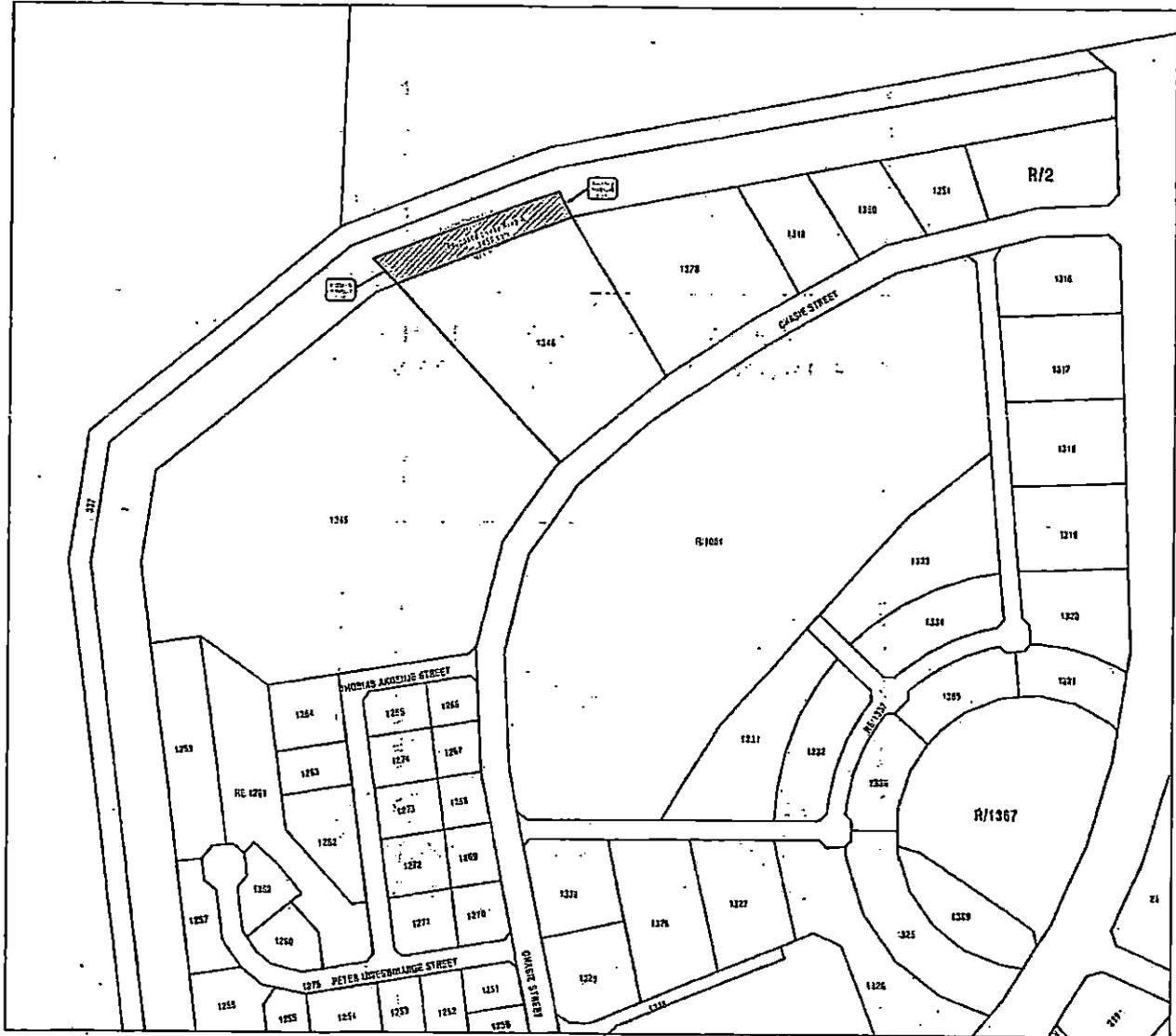
TIN
Scale 1:1500

Erf Number	Area (m ²)
Lease Area A	1456
Remainder of Erf 1	6118

Strydom & Associates
Land Surveyors
P.O Box 40716
Ausspannplatz
Windhoek
Tel : 061 260 380
Fax : 061 269 178
e-mail : herman@sasurv.com

Proposed Lease Area A
over Remainder Erf 1,
Kleine Kuppe

PROPOSED LEASE AREA A
OVER ERF 1, KLEINE KUPPE



TIN
Scale 1:1500

Strydom & Associates

Land Surveyors

P.O Box 40716

Ausspannplatz

Windhoek

Tel : 061 260 380

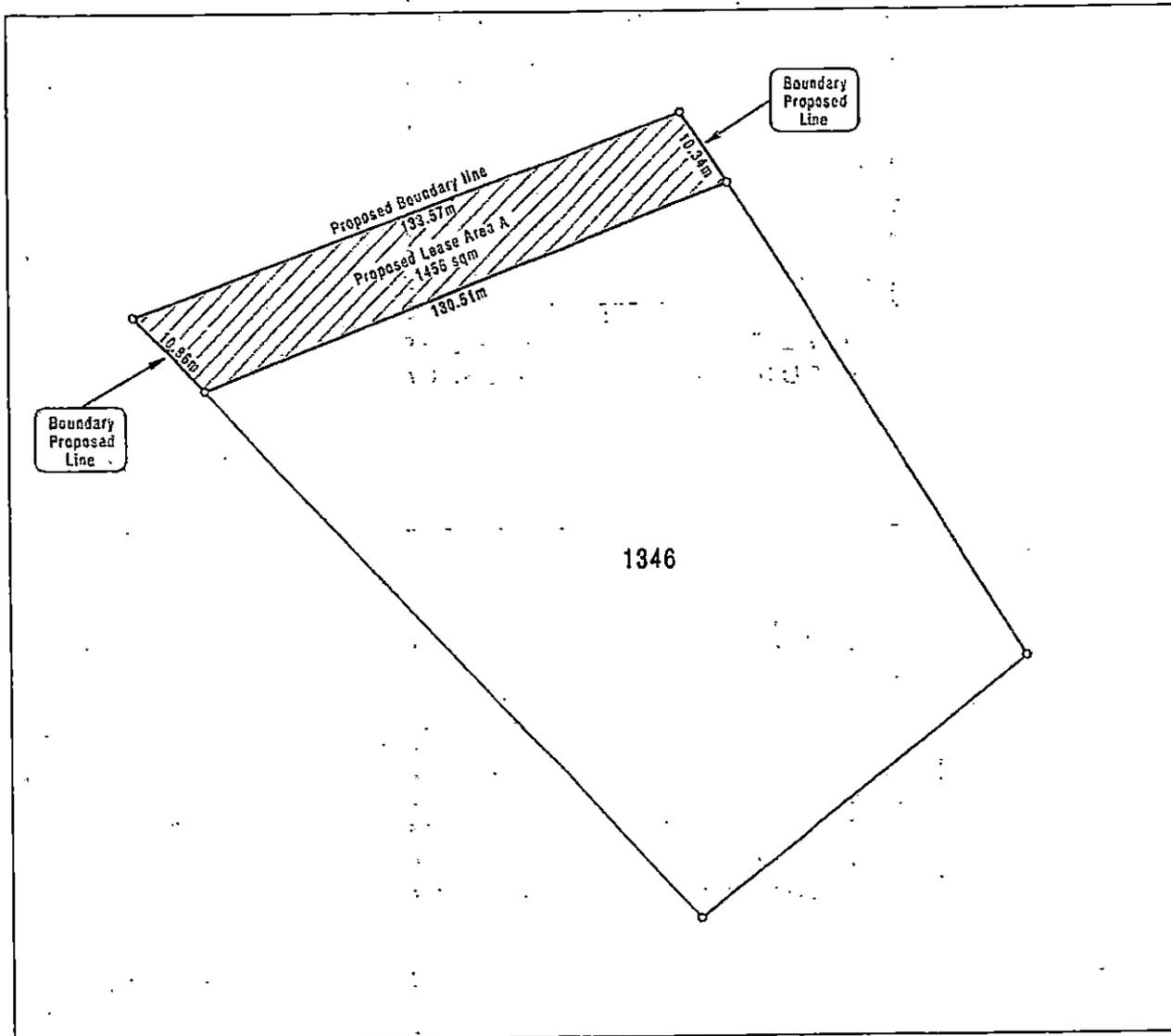
Fax : 061 269 178

e-mail : herman@sasurv.com

Erf Number	Area (m ²)
Lease Area A	1456
Remainder of Erf 1	6118

Proposed Lease Area A
over Erf 1, Kleine Kuppe

**PROPOSED LEASE AREA A
OVER ERF 1, KLEINE KUPPE**

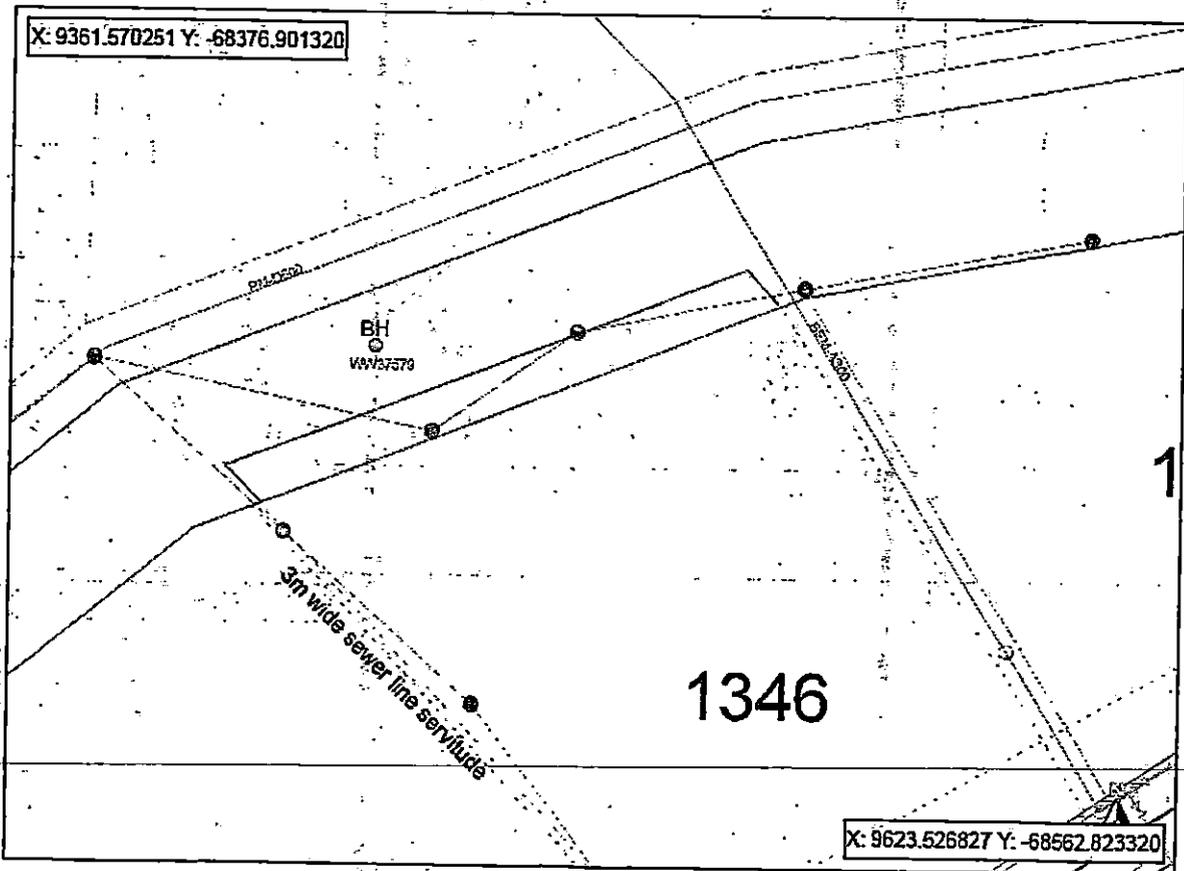


TIN
Scale 1:1500

Erf Number	Area (m ²)
Lease Area A	1456
Remainder of Erf 1	6118

**Strydom & Associates
Land Surveyors**
P.O Box 40716
Ausspannplatz
Windhoek
Tel : 061 260 380
Fax : 061 269 178
e-mail : herman@sasurv.com

Proposed Lease Area A
over Erf 1, Kleine Kuppe



VALUATION CERTIFICATE

DIVISION: VALUATION SERVICES

Date of valuation: 23/05/2024

Erf No.: Sidewalk
portion
alongside
Erf 1

Suburb: Kleine Kuppe

Street
name:

Chasia

Erf size: m²

Zoning: Street

Bulk:

Required portion size: 1 456 m²

Current use of the portion under consideration: vacant

Acquisition purpose: To be leased out as a turning circle for trucks

Rental price/ m ²	N\$ 29.34	
Size of portion required consolidated erf	1456 m ²	
Annual rental	N\$ 42 719.04	
Monthly rental	N\$ 3 559.92	

The following rentals of similar nature were used as references in arriving at the above estimated rental amount after escalation using Council determined inflation rates from 2006 to 2023.

Erf	Erf/Portion size	NS/sqm	Escalated NS/sqm	CR NO.
PTN A Erf 6304 W	36	N\$ 4.17	N\$ 29.34	98/06/2006
PTN B Erf R/6180 W	70	N\$ 4.17	N\$ 29.34	98/06/2006

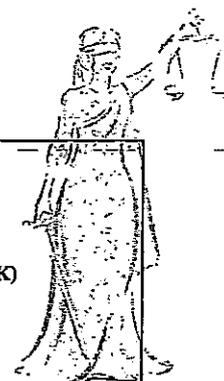
Considering the above analysis, a rental of N\$29.34/m² is advised



Valued by: Mr Kaulikufwa Hendjala

DATE: 23/05/2024

Manager: Valuation Services



LEONIE ELLENEEZA DUNN
LEGAL PRACTITIONER

BA LAW, LLB (Stellenbosch, RSA) LLM WITH SPECIALISATION IN COMMERCIAL LAW (Cardiff, UK)

Director: Financial Intelligence Centre

Address

P.O. Box 35375
WINDHOEK
NAMIBIA

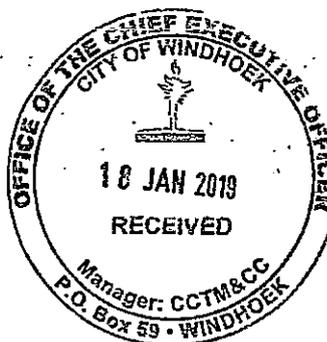
Telephone

(W) +264-61-2835283
 (C) +264-811277015/811424010
 Fax: +264-61-2835259
 Email: leonieedunn@gmail.com
leonie.dunn@fic.com.na
leonie.dunn@bon.com.na

My Ref : Erf1189 Exp // CoW

15 January 2019

The Chief Executive Officer
 City of Windhoek
 Windhoek



Dear Sir

APPLICATION TO EXTEND BOUNDARY WALL WITH 15 METRES

The above matter bears reference.

The main purpose of this letter is to formally apply for permission to extend my back boundary wall with an additional 15 (fifteen) metres, into the field area bordering the backside of my property.

I am the owner of Erf 1189, House No. 8, Grunewaldt Street, Kleinne Kuppe which is registered in a Close Corporation, and have been the owner of such for the past 8+ years. Additionally, am I a single mother with two minor children under the age of 15 years who reside with me on a permanent basis. I am also the Director of the Republic of Namibia's Financial Intelligence Centre,

responsible for combatting Money Laundering, Terrorist Financing and Proliferation of Weapons of Mass Destruction on behalf of the country.

The nature of the work I am conducting on behalf of the country and the continuous burglaries at my property (the latest being on 25 December 2018 – see G4S report enclosed), necessitated me, on recommendation of the Bank of Namibia's Protection Services (see enclosed letter of support), to take the necessary measures to strengthen the security at my house and to enable as much distraction for unwanted entrants to the property, to ensure the safety of myself and my minor children.

In lieu of the above, the City of Windhoek and its Council is herewith most humbly requested to avail me with the required permission to extend my backside boundary wall with an additional 15 meters in length and 15 metres in width or with any other allowable metres the City of Windhoek deem appropriate, to enable me to:

- a) erect a boundary wall which meets security expectations and which will significantly contribute in keeping myself and my family safe;
- b) erect obstacles to potential intruders which will delay them in their efforts to enter my residence, thereby availing me with sufficient opportunity to contact the Namibian Police, City Police, the Bank of Namibia Protection Services and the Kleinne Kuppe Neighbourhood Watch.

The field area at the backside of my house, which field area borders Sesriem and Ombika Streets, have not been designated for any development opportunities by the City of Windhoek and have been vacant ever since the establishment of the Kleinne Kuppe residential area. As such, any allocation of an additional 15 metres of land in both length and width to me, should neither hamper nor interfere with any future residential development objectives of the City of Windhoek in the Kleinne Kuppe area.

Given the:

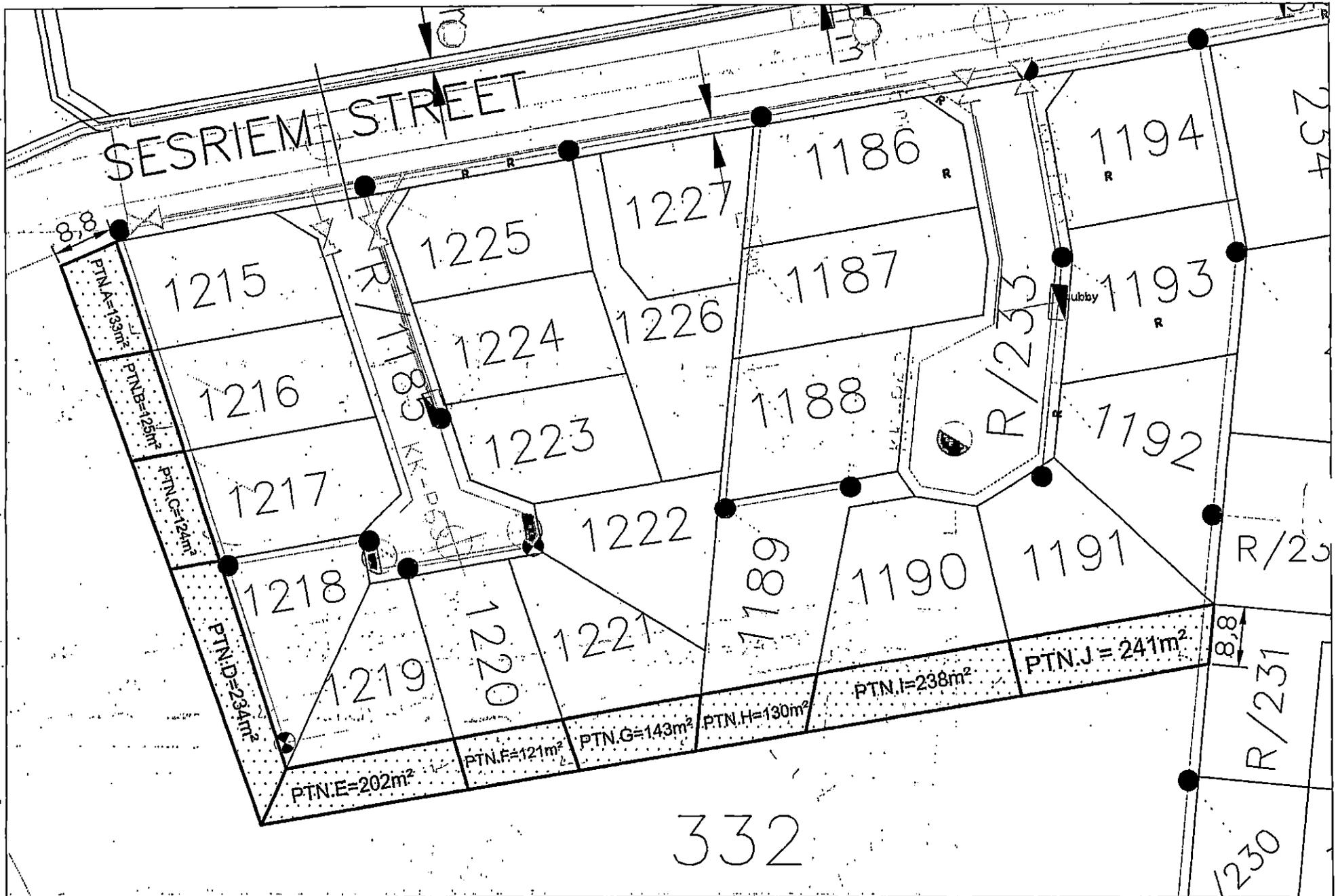
- a) extreme urgency with which security measures must be improved at my property;
- b) the very dangerous work myself, as Head of the Financial Intelligence Centre is conducting on behalf of the country; and
- c) for the safety of my family,

I look forward in receiving feedback from you at your earliest convenience.

Yours sincerely,

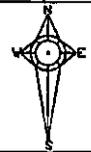


.....
Leonie E. Dunn
Director: Financial Intelligence Centre
Republic of Namibia



SUBDIVISION OF PORTIONS A - J OF ERF 332, KLEINE KUPPE, FOR
 CONSOLIDATION WITH ERVEN NO'S 1215-1221, 1189-1191, KLEINE KUPPE
 PATH: o:\cad data\groups\geomatics\332 KK PLAN NO: KK 332-1

19 JULY 2023
 SCALE:1:1000



ORIGINAL.
STAMPED.

242

PREPARED BY ME:

CONVEYANCER
LOUW T J A

DUTY *Exempt*
FEES *Nb 50-00*

19 MAR 2002
MORTGAGED (No. *B 2080*)
for No. *583 842-00* (with preference for
an amount not exceeding No. *116 768-00*)
19 NOV 2003
DEEDS OFFICE
WINDHOEK
Deputy
REGISTRAR OF DEEDS.
T.S. Eiseb
BC 4852 / 2003

LODGED BY:

T J A LOUW

THEUNISSEN, LOUW & PARTNERS
4th Floor, Nimrod Building
Kasino Street, WINDHOEK

FOR ENDORSEMENTS SEE PAGE *6*

DEED OF PARTITION TRANSFER

(In terms of section 26 of the Deeds Registries Act (Act 47 of 1937))



Be it hereby made known:

That **TOBIAS JOHANNES ADRIAN LOUW** appeared before me, Registrar of Deeds at **WINDHOEK** he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

1. **KOINSEB PROPERTY NUMBER SIXTY CLOSE CORPORATION**
Registration Number CC/2001/0513
2. **KOINSEB PROPERTY NUMBER SIXTY ONE CLOSE CORPORATION**
Registration Number CC/2001/0514
3. **KOINSEB PROPERTY NUMBER SIXTY TWO CLOSE CORPORATION**
Registration Number CC/2001/0515
4. **KOINSEB PROPERTY NUMBER SIXTY THREE CLOSE CORPORATION**
Registration Number CC/2001/0516
5. **KOINSEB PROPERTY NUMBER SIXTY FOUR CLOSE CORPORATION**
Registration Number CC/2001/0561
6. **KOINSEB PROPERTY NUMBER SIXTY FIVE CLOSE CORPORATION**
Registration Number CC/2001/0562
7. **KOINSEB PROPERTY NUMBER SIXTY SIX CLOSE CORPORATION**
Registration Number CC/2001/0563

12/11/2009
CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

ZENOBIA BE. VUURIN BARRY
Notary, L.L.B.
Commissioner of Oaths Ex Officio
Legal Practitioner: High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
Republic of Namibia
No. 71, Robert Mugabe Avenue,
P.O. Box 2882, Windhoek
Namibia

8. KOINSEB PROPERTY NUMBER ~~243~~ SIXTY SEVEN CLOSE CORPORATION
Registration Number CC/21
9. KOINSEB PROPERTY NUMBER SIXTY EIGHT CLOSE CORPORATION
Registration Number CC/2001/0502
10. KOINSEB PROPERTY NUMBER SIXTY NINE CLOSE CORPORATION
Registration Number CC/2001/0517
11. KOINSEB PROPERTY NUMBER SEVENTY CLOSE CORPORATION
Registration Number CC/2001/0501
12. KOINSEB PROPERTY NUMBER SEVENTY ONE CLOSE CORPORATION
Registration Number CC/2001/0499
13. KOINSEB PROPERTY NUMBER SEVENTY TWO CLOSE CORPORATION
Registration Number CC/2001/0500
14. KOINSEB PROPERTY NUMBER SEVENTY THREE CLOSE CORPORATION
Registration Number CC/2001/0537
15. KOINSEB PROPERTY NUMBER SEVENTY FOUR CLOSE CORPORATION
Registration Number CC/2001/0538
16. KOINSEB PROPERTY NUMBER SEVENTY FIVE CLOSE CORPORATION
Registration Number CC/2001/0539
17. KOINSEB PROPERTY NUMBER SEVENTY SIX CLOSE CORPORATION
Registration Number CC/2001/0540
18. KOINSEB PROPERTY NUMBER SEVENTY SEVEN CLOSE CORPORATION
Registration Number CC/2001/0625
19. KOINSEB PROPERTY NUMBER SEVENTY EIGHT CLOSE CORPORATION
Registration Number CC/2001/0594
20. KOINSEB PROPERTY NUMBER SEVENTY NINE CLOSE CORPORATION
Registration Number CC/2001/0595
21. KOINSEB PROPERTY NUMBER EIGHTY CLOSE CORPORATION
Registration Number CC/2001/0586
22. KOINSEB PROPERTY NUMBER EIGHTY ONE CLOSE CORPORATION
Registration Number CC/2001/0587
23. KOINSEB PROPERTY NUMBER EIGHTY TWO CLOSE CORPORATION
Registration Number CC/2001/0647
24. KOINSEB PROPERTY NUMBER EIGHTY THREE CLOSE CORPORATION
Registration Number CC/2001/0622
25. KOINSEB PROPERTY NUMBER EIGHTY FOUR CLOSE CORPORATION
Registration Number CC/2001/0623
26. KOINSEB PROPERTY NUMBER EIGHTY FIVE CLOSE CORPORATION
Registration Number CC/2001/0624

12/6/2019

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL



ZENOBLA BEAURIN BARRY
Ms. Law, LL.B
 Commissioner of Oaths Ex Officio
 Legal Practitioner: High & Supreme Court of Namibia
 Deputy Director: Financial Intelligence Centre
 Republic of Namibia
 No. 71, Robert Mugabe Avenue
 P.O. Box 2882, Windhoek

RECEIVED
 12 APR 2001
 12/6/2019

dated the 12th day of April 2001, and signed at Windhoek

1 PD

And the said Appearer declared _____s his said principals heretofor held and possessed in joint ownership the following property:

CERTAIN Erf no. 233 KLEINE KUPPE

SITUATE In the Municipality of Windhoek
Registration Division "K"

MEASURING 11,987 ^{COMING} (ONE ONE, NINE EIGHT SEVEN) ^{hectares} ~~Square metres~~ ✓

HELD Deed of Transfer to be registered

and whereas the said joint owners have agreed to partition the said land by subdividing same according to their respective interests therein and receiving transfer in severalty of such subdivided portions.

12/6/2019

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COPY OF THE ORIGINAL



Now, therefore, the said appearer, in his capacity aforesaid and in pursuance of the above in part recited agreement, declared that he did by these presents, cede and transfer in full and free property unto and on behalf of the said

KOINSEB PROPERTY NUMBER SEVENTY NINE CLOSE CORPORATION
Registration Number CC/2001/0595

Its Successors in Title or Assigns

CERTAIN: Erf no. 1189 (a Portion of Erf 233) KLEINE KUPPE

SITUATE: In the Municipality of WINDHOEK

REGISTRATION DIVISION " K "

MEASURING: 527 (FIVE TWO SEVEN) Square metres
as indicated on annexed diagram no. A 489/2000 and

HELD BY Deed of Transfer no. T 3114 /2001

ZENOBIA BEATRIX BARRY
B.A. LL.B.

Commissioner of Oaths Ex Officio
Legal Practitioner: High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
Republic of Namibia
No. 71, Robert Mugabe Avenue
P.O. Box 2882, Windhoek
Namibia

SUBJECT to the following conditions imposed in terms of Government Notice no. 191/1995, and created in the said Deed of Transfer no. T 3113 /2001, namely:

IN FAVOUR OF THE MUNICIPAL COUNCIL OF WINDHOEK

1. The erf is subject to the reservation for the Municipal Council of Windhoek of the right of access and use without compensation of the area 3 metres parallel with any boundary of such erf, for the construction and maintenance of Municipal Services in respect of water, sewerage, drainage, electricity and gas, which right includes the right to place on such erf temporarily any material that may be excavated during such operation on the erf or any adjacent erf.

2. The building value of the main building, excluding the outbuildings, to be erected on the erf shall be at least four times the prevailing valuation of the erf by the Municipal Council of Windhoek.

CERTIFIED TO BE A TRUE
 COPY OF THE ORIGINAL

[Handwritten signature]
 12/02/09

ZENOBIJA BE. AURIN BARRY
Att. Law, LL.B.
 Commissioner of Oaths Ex Officio
 Legal Practitioner: High & Supreme Court of Namibia
 Deputy Director: Financial Intelligence Centre
 Republic of Namibia
 No. 71, Robert Mugabe Avenue
 P.O. Box 2882, Windhoek
 Namibia

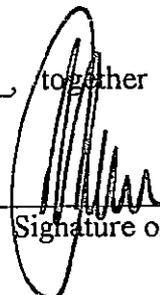
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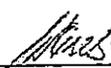
Wherefore the Appearer, renouno the Right and Title his principals heretofore jointly had to the premises, on behalf as aforesaid, did, in consequence also acknowledge his said principals with the exception of the above transferee to be entirely dispossessed of, and disentitled to the land hereby transferred and that, by virtue of these presents, the said KOINSEB PROPERTY NUMBER SEVENTY NINE CLOSE CORPORATION, Registration Number CC/2001/0595;

Its Successors in Title, or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, The State, however, reserving its rights, and finally acknowledging his remaining principals to have received as a consideration transfer on this day of their respective portion in the landed property partitioned as aforementioned.

Signed at WINDHOEK, on 15 JUN 2001 together with the appearer, and confirmed with my seal of office.


Signature of appearer

In my presence,


Registrar of Deeds:
DEPUTY

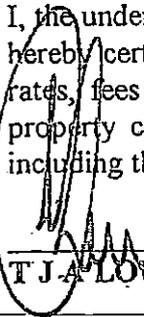
CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

12/6/2019

- Transfer Duty Receipt No. 109618010
Transfer Duty Exemption Certificate
Issued at Windhoek
on 19.4.01 for
N\$ nil

Checked 1. J. J. Louw 2. J. J. Louw

- I, the undersigned, **TOBIAS JOHANNES ADRIAN LOUW** hereby certify in terms of Section 78 of Act 23/1992 that all rates, fees or charges leviable in respect of the immovable property contained in this Deed have been paid up to and including the date of registration thereof.


T J A LOUW (CONVEYANCER)

*Delete which is not applicable

If necessary, insert a Registrar Clause etc. approved by the Registrar.

ZENOBLA BEATRIN BARRY
B.A. Law, LL.B.

Commissioner of Oaths Ex Officio
Legal Practitioner: High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
Republic of Namibia
No. 71, Robert Mugabe Avenue
P.O. Box 2882, Windhoek
Namibia

28 MAR 2003 (No. B1612 2003)
for N\$ 84 770-00 (with preference for

CANCELLED
19 NOV 2003
REGISTRY OFFICE,
WINDHOEK.
W. L. S. EISEB
Deputy Registrar of Deeds

an additional amount not exceeding N\$ 16 954-00
D. D. BEUKES
REGISTRAR OF DEEDS

EC 4853 2003

2152 2011
CANCELLED
17 MAY 2011
W. T. S. ENK
Registrar of Licenses

19 NOV 2003
B 6894 2003
N\$ 690 000-00
an additional amount not exceeding N\$ 172 500-00
W. L. S. EISEB
Deputy Registrar of Deeds

19 NOV 2003
B 6895 2003
N\$ 35 000-00
an additional amount not exceeding N\$ 8 750-00
W. L. S. EISEB
Deputy Registrar of Deeds

ENDORSEMENTS SEE PAGE 2153

2153 2011
CANCELLED
17 MAY 2011
W. T. S. ENK
Registrar of Licenses

20 APR 2003
B 2342 2003
for N\$ 275 000-00 (with preference for
an additional amount not exceeding N\$ 68 750-00
W. T. S. ENK
Registrar of Licenses

2154 2011
CANCELLED
17 MAY 2011
W. T. S. ENK
Registrar of Licenses

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

ZENOBIJA BEATRIX BARRY
B.A. Law, LL.B.
Commissioner of Oaths EA Office
Legal Practitioner: High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
Republic of Namibia
No. 71, Robert Mugabe Avenue
P.O. Box 2882, Windhoek
Namibia

Client
 CC 2

Amended Founding Statement

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC / 2001 / 0595	DATE OF RECEIPT
--------------------------------------------------------	-----------------

PART A

	Dates of commencement of change
Full name of corporation* <u>Koinseb Property Numba Seventy Nine</u>	
Previous name of corporation (if applicable)* <u>N/A</u>	*
Literal translation of name (if applicable)* <u>N/A</u>	*
Description of principal business* <u>to manufacture, distribute, produce, construct, trade, import and market all commodities, to render services and invest in property, shares securities and/or equities of any kind.</u>	* -02-09
Date of end of financial year* <u>End of February each year</u>	*

PART B

Postal address* <u>P.O. Box 20198 Windhoek Namibia</u>	*
Address of registered office (not post office box)* <u>No. 136 Jan Jonker Street, Windhoek Namibia</u>	*
Name and address of accounting officer* <u>Hamilton & Partners, P.O. Box 20198, Windhoek, Namibia</u>	*

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member Institute of Chartered Accountants of Namibia

Membership/Practice No. 1/98

ZENOBIJA BEATRIX BARRY
 B.A. LL.B.
 See note on page 2 of Oaths Ex Officio
 Legal Practitioner: High & Supreme Court of Namibia
 Deputy Director: Financial Intelligence Centre
 Republic of Namibia
 No. 71, Robert Mugabe Avenue
 P.O. Box 2882, Windhoek
 Namibia

Reproduced under Government Authority Registrar of Close Corporations Reference 1/2/3/5

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

[Signature]
 2016/2019

NOTES

1. Form CC2 must be written in block capitals or be typewritten, lithographed or printed in legible characters with deep permanent black ink, and lodged in triplicate.
2. Change(s) effective from date of registration or upon a later date mentioned.
3. Where a person signs on behalf of a member, a power of attorney must be attached.
4. Minor children and other persons under legal disability must be assisted by their parents, guardians or representatives, as the case may be, and the capacity must be stated,
5. If no identity document has been issued, a written statement to this effect must be attached.
6. Particulars which do not change should also be furnished.
7. No fee is payable in respect of any changes in particulars under Part B and C.
8. New members must personally sign the form.
9. Form CC 2 which does not comply with the requirements of the Act, regulations of these notes, will be rejected.
10. Particulars to be furnished under Part C.
 - a) Full names and surname. (If juristic person, mention name and capacity and if trustee, also mention name and particulars of testamentary trust).
 - b) Identity number ((i) if no identity document has been issued, state date of birth and see par. 4 above.) ((ii) if juristic person, mention registration number).
 - c) Size of interest as a percentage.
 - d) Particulars of interest and fair value thereof.
 - e) Residential address.
 - f) Postal address.
 - g) Signature of member or representative (where applicable).

ZENOBIA BEATRIX BARRY
B.A. Law, LL.B.
 Commissioner of Oaths Ex Officio
 Legal Practitioner: High & Supreme Court of Namibia
 Deputy Director: Financial Intelligence Centre
 Republic of Namibia
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 P.O. Box 2882, Windhoek
 Namibia

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[Signature]
 12/6/2019

NAME OF CORPORATION Koinseb Property Number Seventy Nine CC

REGISTRATION NUMBER CC / 2001 / 05 95

PART C

Date of Change

MEMBERS 1 (one)
Full names and surname Leahie Elleneeza Duvvi

Identity number or date of birth (i)	Year	Month	Day															
	7	4	1	0	2	4	0	0	1	0	9							
Registration number (ii)																		
Percentage of interest	<u>100%</u> (hundred percent)										<u>2015-02-09</u>							
Particulars of contribution	<u>N\$50-00</u>										<u>2015-02-09</u>							
Residential address	<u>Section 5, Alassio Court, Suiderhof, Windhoek, Namibia</u>																	
Postal address	<u>P.O. Box 35375, Windhoek, Namibia</u>																	
Signature of member or representative																		

Full names and surname

Identity number or date of birth (i)	Year	Month	Day															
Registration number	<u>ZENOBIA BEATRIX BARRY</u>																	
Percentage of interest	<u>64%</u>																	
Particulars of contribution	<u>Commissioner of Oaths Ex Officio</u>																	
Residential address	<u>Legal Practitioner: High & Supreme Court of Namibia Deputy Director: Financial Intelligence Centre Republic of Namibia No. 71, Robert Mugabe Avenue P.O. Box 2882, Windhoek Namibia</u>																	
Postal address	<u>No. 71, Robert Mugabe Avenue, Windhoek, Namibia</u>																	
Signature of member or representative	 <u>12/6/2019</u>																	

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12/6/2019

Witness Signature Date of signature 20/01/2015

Full names Zenobia Beatrice Barry
Residential address 153 Sessem Street, Klein Kuppe, Windhoek
Business address 71 Robert Mugabe Avenue, Windhoek
Postal address P.O. Box 2882, Windhoek

NAME OF CORPORATION

CC/2001/05 Koiseb Property Number Seventy Nine CC

REGISTRATION NUMBER

CC/2001/0595

PART C

Date of Change

MEMBERS

Full names and surname

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness Signature

Date of signature

Full names

Residential address

Business address

Postal address

ZENOBA BEATRIX BARRY
B.L. (adv. LL.B)
Commissioner of Oaths Ex Officio
Legal Practitioner, High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
Republic of Namibia
No. 71, Robert Mugabe Avenue
P.O. Box 2882, Windhoek
Namibia

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12/6/2015

[Signature]
Zenoba Beatrice Barry
153 Jensen Street, Kleinke Puppe, Windhoek
71 Robert Mugabe Avenue, Windhoek
P.O. Box 2882, Windhoek

NAME OF CORPORATION

Koinseb Property Number Seventy Nine CC

REGISTRATION NUMBER

CC/2001/0595

PART C

Date of Change

MEMBERS

Full names and surname

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness Signature

Date of signature

20/01/2015

Full names

Zenobia Beatrix Barry

Residential address

153 Serrana Street, Kleinne Dappe, Windhoek

Business address

71 Robert Mugabe Avenue, Windhoek

Postal address

P.O. Box 2882, Windhoek

ZENOBIA BEATRIX BARRY
In Law, LL.B.
Commissioner of Oaths & Officer
Legal Practitioner: High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
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Namibia

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[Signature]
12/1/2019

NAME OF CORPORATION Koinseb Property Number Seventy Nine CC

REGISTRATION NUMBER CC/2001/0595

PART C

MEMBERS

Date of Change

Full names and surname

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

ZENOBIA BEATRIX BARRY
B.L.Law-LL.B
Commissioner of Oaths & Supreme Court of Namibia
Legal Practitioner: High & Supreme Court of Namibia
Deputy Director: Financial Intelligence Centre
No. 71, Robert Mugabe Avenue
P.O. Box 2882, Windhoek
Namibia

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL
[Signature]
12/01/2015

Witness Signature

Date of signature 20/01/2015

Full names

Residential address

Business address

Postal address

Barry
Zenobia Beatrix Barry
153 Fernien Street, Kleinke Kappe, Windhoek
71 Robert Mugabe Avenue Windhoek
P.O. Box 2882, Windhoek

NAME OF CORPORATION Koinseb Property Number Seventy Nine CC

REGISTRATION NUMBER CC/2001/0595

PART C

Date of Change

MEMBERS

Full names and surname

	(i)	(ii)	Year	Month	Day
			Identity number or date of birth		
Registration number					

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

ZENOBI BEATRIX BARRY
 B.1.2006.11.11
 Commissioner of Oaths & Official
 Legal Practitioner, High & Supreme Court of Namibia
 Deputy Director, Financial Intelligence Centre
 Republic of Namibia
 No. 21, Robert Mugabe Avenue
 P.O. Box 2882, Windhoek
 Namibia

CERTIFIED TO BE A TRUE
 COPY OF THE ORIGINAL

12/01/2015

	(i)	(ii)	Year	Month	Day
			Identity number or date of birth		
Registration number					

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness Signature

Date of signature 20/01/2015

Full names

Residential address

Business address

Postal address

Zenobia Beatrix Barry
153 Jessem Street, Kleine Kuppe, Windhoek
71 Robert Mugabe Avenue, Windhoek
P.O. Box 2882, Windhoek

[Municipal Council Minutes: 2001-07-25]

8.3.28

**UPG.1 [PLA] POLICY FOR THE DISTRIBUTION
AND FUTURE USAGE OF PUBLIC OPEN
SPACE IN WINDHOEK
(3/1/P) (16/15/1)**

On proposal by Councillor Dr B von Finckenstein, it was

RESOLVED

- 1 That the 'Policy for the Distribution and Future Usage of Public Open Space in Windhoek', its appendices and the plan 'Parks in Windhoek 2000' be adopted as policy documents.
- 2 That urban development within Windhoek, by the public or private sector, be guided, inter alia, by the general principles contained in the Policy.
- 3 That the usage of open spaces as set out in the appendices be approved and that the recommended facilities accompanying the designation and as set out in chapter 5 of this policy be adopted as minimum targets for parks and recreational development.
- 4 That the approved usage and designated facilities be used to assist annual budgeting for further development commensurate with the designated role of the open space.
- 5 That based on the principle that people should not have to walk for longer than ten minutes to get to a local facility such as a park, the size and distance criteria set out in chapter 6 be adopted as design guidelines for new townships.
- 6 That the City recognise its heritage of fragile eco-systems identified in the report comprising river courses, dams, mountains, hilltops and steep valleys, and other natural features and is determined that they be subject to environmental conservation measures and that opportunities be pursued for sensitive recreational development and eco-tourism so as to maintain a balance between conservation and recreational open spaces.
- 7 That special protection be provided for drainage areas by way of a buffer 'infiltration area' extending to a recognised distance from the riverbeds so that absorptive soil sponge next to the riverbank can be retained to facilitate seepage of water into the groundwater reserves, for maintaining riverine ecological systems, and also to act as a bio-filter, cleaning water before it is deposited into the riverbed.
- 8 That the following guidelines be used for assessing applications for portions of public open space:
 - 8.1 A watercourse including an 'infiltration area' not be permanently closed, other than with a servitude to prevent building within the infiltration area, or be used other than as park, a garden or a recreational area.

- 8.2 The 'infiltration area' be assessed preferably by a hydrogeological study to be carried out as part of an environmental impact study to assess groundwater vulnerability and to fix the boundaries for subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability, or where this is not feasible then by the following criteria:
- Adoption of the 1:100 year flood line where this is available, or
 - Imposition of a 5 metre wide infiltration area between the seasonally active bed of a watercourse which is further than 500 metre or more from its bounding watershed, and the nearest structures.
- 8.3 The physical occurrence of a watercourse be defined as being the outer edge of the seasonally active (gravel) bed or the identifiable banks of a watercourse.
- 8.4 The protection afforded by an infiltration area be applicable for a watercourse should it be 500 metre or more from its bounding watershed or should special topographical or flow conditions warrant earlier recognition.
- 8.5 No area within a 1 in 50 year flood line be built upon or used for any purpose other than as park, a garden or a recreational area.
- 8.6 Minor watercourses (drainage channels) be consolidated with adjacent properties provided that any 'infiltration area' of the watercourse is reserved by a servitude free of structures or impermeable surfacing.
- 8.7 That no land designated for a City, suburban or neighbourhood park be diminished in any way unless a park development plan exist which indicate clearly that some portion of the land not be used by the community and represent waste land.
- 8.8 That in all cases where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse for non residential activities which pose a threat of polluting the watercourse, and in all cases where such a development lie within 10 metre of a watercourse, a hydrogeological study be carried out:
- To assess groundwater vulnerability,
 - To recommend conditions for the development and
 - To fix the boundaries for any subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability.
- 8.9 That where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse full details of the proposed activities be supplied so as to enable the City to assess the groundwater vulnerability.

- 8.10 That in other cases not involving watercourses or designated parks, 10 metre wide portions of land be acquired for consolidation with adjacent erven provided that:
- The extent of land taken would not undermine the value of the open space to the community;
 - Extraction of a portion will not damage or inhibit access of the public to the open space;
 - Only one 10 metre wide portion may be acquired with no subsequent extraction (small variations from the 10 metre may be permitted to accommodate local features);
 - Neighbours and other affected parties have no valid objection;
 - The new usage would not damage any scenic views of the hillside or any valuable natural features, and
 - Services are not adversely affected.
- 9 That, as opportunity arises, every remaining open space be considered in respect of its full extent for closure, partial closure or retention and that no recommendations be made on the basis of a partial investigation only.
- 10 That the criteria set out above and in the Policy be used in the design of new settlements and that specially attractive or sensitive natural features and areas of scenic beauty be incorporated for their protection into future open spaces as far as is reasonably possible.
- 11 That for all townships proclaimed since 1980, except for additional strips of land along the edges of steep hillsides (approximately 10 metre wide), where application is supported by affected adjacent erf owners, no further small scale diminution of open spaces be supported.
- 12 That for townships proclaimed before 1980, namely Katutura and Extensions 1 to 13, Khomasdal and Extensions 1 to 3, Windhoek residential townships, Klein Windhoek and Extensions 1 to 3, Erosark, Academia, Olympia and Pionierspark, except for approximately 10 metre wide strips along the edges of steep hillsides, where application is supported by affected adjacent erf owners, applications be handled in terms of paragraphs 8 and 9 and further small scale diminution only be allowed where such diminution has already commenced.
- 13 That the above rules not be interpreted to bar the City from totally closing an open space which serve only as a drainage channel and by piping the stormwater flow; to make the land available for urban use or where the area is to be physically closed or fenced off for security purposes at the request of adjacent erf owners.
- 14 That in all new township development a hydrogeological study be carried out as part of any environmental impact analysis or feasibility study to assess groundwater vulnerability and to fix the boundaries for subdivision of

developable erven along watercourses and other identified areas of groundwater vulnerability.

- 15 That the public be reminded that in terms of Council Resolution 55/02/93 of 24 February 1993 which has been incorporated into this Policy, it consider the allocation of portions of public open spaces for local community development of community facilities with or without a community centre as part of Citizen-City partnership initiatives.
- 16 That the City see the establishment of common goals in the conservation and utilisation of open spaces in the City as a critical factors in promoting social upliftment and improving the living conditions of its citizens.

RESOLUTION 251/07/2001 [POLICY]

[Municipal Council Minutes: 2021-08-31(25)]

1.1.3

**FNS.1 [HPH] APPLICATION TO PURCHASE
A PORTION OF ERF 878, CIMBEBASIA
FOR CONSOLIDATION WITH ERF 792,
CIMBEBASIA EXTENSION 2
(13/2/1/1)**

On proposal by Councillor Ms N Larandja, it was

RESOLVED

- 1 That Erf 878, Cimbebasia Extension 2, be subdivided into Portion A ($\pm 94 \text{ m}^2$ in extent) and the Remainder, as indicated on Plan CIM 792-1, attached as page 138 to the agenda.
- 2 That Portion A of Erf 878, Cimbebasia Extension 2, be closed as public open space in terms of section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 2.1 That the City prepare the closure notice and that the owner of Erf 792, Cimbebasia Extension 2, be responsible for inserting the notice in the media, placing a copy on-site and for distribution to affected neighbours and that proof of successful advertising be provided to the Strategic Executive: Housing, Property Management and Human Settlement before a Sales Agreement is signed.
- 3 That the applicant be responsible for the town planning and cadastral procedures, being subdivision into Portion A of Erf 878, Cimbebasia Extension 2, consolidation of Portion A of Erf 878, Cimbebasia with Erf 792, Cimbebasia Extension 2, survey and registration of the new consolidated erf, and the costs involved.
- 4 That, subject to the successful closure and implementation of all town planning and cadastral procedures and obtaining of an Environmental Management Clearance Certificate, Portion A of Erf 878, Cimbebasia ($\pm 94 \text{ m}^2$ in extent) be sold to the owner of Erf 792, Cimbebasia Extension 2, at an upset price of N\$645.00/m² being 50 % of N\$1 290.00 or N\$61 000.00 in total, as indicated on the Valuation Certificate dated 23 June 2021, attached as page 139 to the agenda, as determined by the Strategic Executive: Housing, Property Management and Human Settlement.
 - 4.1 That henceforth, all funds generated from the sale of resulting from the subdivision of public open spaces be used exclusively (unless with consent of Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc.
 - 4.2 That the Strategic Executive: Finance and Customer Services create a dedicated account where proceeds of land sales resulting from the subdivision of public open spaces will be deposited.
 - 4.3 That a report on the utilisation of these funds (how it was dispensed), be provided at the next Management Committee/Council meeting.
- 5 That the applicant appoint a registered professional Engineer at its own cost to determine whether the western and south western boundaries of the proposed Portion A of Erf 878, Cimbebasia Extension 2 require protection against any potential flood damage.

- 6 That the sale of Portion A of Erf 878, Cimbebasia be subject to the following conditions:
- 6.1 That Portion A of Erf 878, Cimbebasia Extension 2 be consolidated with Erf 792, Cimbebasia Extension 2, simultaneously with transfer.
- 6.2 That Portion A of Erf 878, Cimbebasia assume the same zoning as the abutting Erf 792, Cimbebasia Extension 2, being 'residential' with a density of 1:250 m², in terms of clause 5(3) of the Windhoek Town Planning Scheme.
- 6.3 That the existing conditions registered against Portion A of Erf 878, Cimbebasia Extension 2 be replaced by the standard conditions of the title including a minimum building value equal to four (4) times the municipal valuation be registered against the consolidated erven.
- 6.4 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme stating:
- 6.4.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
- The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 6.4.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 6.5 That a condition for the resale of this property be included in the Title Deed of the erf, whereby transfer to a third party only take place with approval of the City of Windhoek. [Approval will only be granted after the Strategic Executive: Urban and Transport Planning has certified that the stormwater has been accommodated satisfactorily.]
- 7 That only one (1) electrical service connection be allowed from the municipal network to the consolidated erf.
- 8 That it be noted that one (1) additional electrical meter can be applied for an approved flat, should it be required.
- 9 That should an upgrade of the electricity supply point be required, the applicant and/or his representative contact the Strategic Executive: Electricity, well in advance, to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.
- 10 That the applicant:
- 10.1 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date of this Council Resolution that the

Environmental Management Clearance Certificate has been obtained and the proposed closure, subdivision and consolidation have been submitted to the Urban and Regional Planning Board for consideration.

- 10.2 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the Subdivision and Consolidation Certificate that a Surveyor has been appointed.
- 10.3 Submit draft erf diagrams to the Strategic Executive: Housing, Property Management and Human Settlement within three (3) months after appointment of the Surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.
- 10.4 Sign the Deed of Sale not later than sixty (60) days after having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 11 That should the applicant fail to comply with any of the conditions stipulated in this Council Resolution, or fail to finalise the sale within eighteen (18) months from the date of this Council Resolution, that the allocation of Portion A of Erf 878, Cimbebasia Extension 2 to the owner of Erf 792, Cimbebasia Extension 2, beyond the eighteen (18) months be subject to a price escalation to be determined by the Strategic Executive: Housing, Property Management and Human Settlement.
- 12 That should the applicant/owner wish to take occupation of Portion A of Erf 878, Cimbebasia Extension 2 prior to the sale of Portion A of Erf 878, Cimbebasia Extension 2, same be leased to the applicant once the preliminary diagrams are available, pending the sale, at a monthly rental of N\$508.33, further subject to annual escalation in line with the Namibia Inflation Rate.
- 13 That the sale and lease of Portion A of Erf 878, Cimbebasia Extension 2 are subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 14 That the intended sale and lease of Portion A of Erf 878, Cimbebasia Extension 2 ($\pm 94 \text{ m}^2$ in extent), be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 15 That the Acting Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale.
- 16 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

Service rendered	Funds required (NS)	Funds available
Advertisements costs	4 000,00	Item 4000/20/1/10/0025

RESOLUTION 183/08/2021

[Municipal Council Minutes: 2004-08-25]

8.3.4

**BRB.2 [PLA] CALCULATION OF PURCHASE
PRICE - ADDITIONAL LAND SALES
(16/15/2/2/1)**

RESOLVED

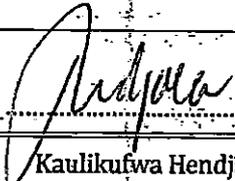
On proposal by Councillor Dr B von Finckenstein, it was

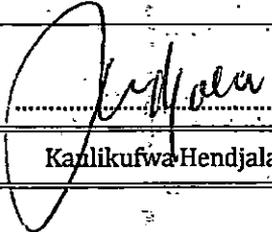
RESOLVED

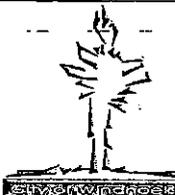
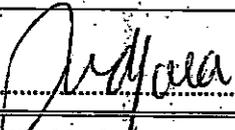
That Council Resolution 405/08/95 be rescinded and replaced by the following:

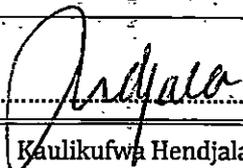
- 1 That portions of open spaces, which are big enough to enhance the potential of the property with which the portion is to be consolidated, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 2 That portions of open spaces which can be used as separate erven, with separate access and which are fully serviced, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 3 That portions of open spaces which are too small to enhance the potential of the erf with which the portion is to be consolidated, be valued at 50% of the market value as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 4 That, where fully market-related prices is payable, the costs incurred for the closure, town planning and cadastral procedures (as calculated by the Strategic Executive: Planning, Urbanisation and Environment) be deducted from the eventual purchase price: Provided that the eventual purchase price not be less than 50% of the market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 5 That additional land being sold at a subsidised price for consolidation with the adjacent 'institutional' zoned properties not be allowed to deduct the costs mentioned in paragraph 4.
- 6 That the policy on the deduction of costs where full market-related purchase prices are payable also be made applicable to all outstanding sales subject to the conditions of the original resolution.

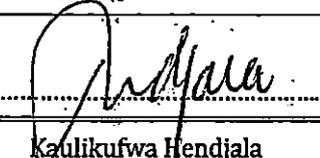
RESOLUTION 276/08/2004 [POLICY]

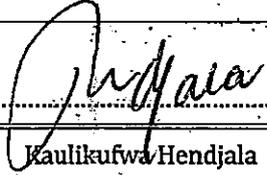
VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
		
Erf No.: 332	Suburb: Kleine Kuppe	Street name: Gamsa
Erf size: 190 759 m ²	Zoning: Public Open Space	Density:
Required portion size:	133 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1215 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	133 m ²	
Estimated market Value	N\$ 187 100.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

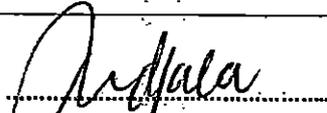
VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
		
Erf No.:	332	Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m ²	Zoning: Public Open Space Density:
Required portion size:	125-m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1216 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	125 m ²	
Estimated market Value	N\$ 175 900.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kanlikufwa Hendjala	Date: 28/02/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
Erf No.:	332	Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m²	Zoning: Public Open Space Density:
Required portion size:	124 m²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1217 Kleine Kuppe	
Current vacant land going price/ m²	N\$ 1 407	
Size of the portion Required	124 m²	
Estimated market Value	N\$ 174 500.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

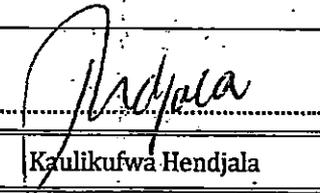
VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
		
Erf No.:	332	Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m ²	Zoning: Public Open Space Density:
Required portion size:	234 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1218 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	234 m ²	
Estimated market Value	N\$ 329 200.00	
Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m ² , is advised. Hence the portion required shall be valued at the aforementioned price.		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

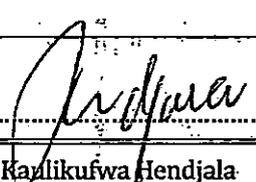
VALUATION CERTIFICATE	
DIVISION: VALUATION SERVICES DATE OF VALUATION: 28/02/2024	
	
Erf No.:	332 Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m ² Zoning: Public Open Space Density:
Required portion size:	202 m ²
Current use of the portion under consideration:	Vacant
Acquisition purpose:	To be sold for consolidation with Erf 1219 Kleine Kuppe
Current vacant land going price/ m ²	N\$ 1 407
Size of the portion Required	202 m ²
Estimated market Value	N\$ 284 200.00
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>	
	
Valued by:	Kaulikufwa Hendjala Date: 28/02/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
Erf No.: 332	Suburb: Kleine Kuppe	Street name: Gamsa
Erf size: 190 759 m ²	Zoning: Public Open Space	Density:
Required portion size:	121 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1220 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	121 m ²	
Estimated market Value	N\$ 176 400.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
		
Erf No.:	332	Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m ²	Zoning: Public Open Space Density:
Required portion size:	143 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1221 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	143 m ²	
Estimated market Value	N\$ 201 200.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
Erf No.:	332	Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m ²	Zoning: Public Open Space Density:
Required portion size:	130 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1189 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	130 m ²	
Estimated market Value	N\$ 182 900.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
		
Erf No.: 332	Suburb: Kleine Kuppe	Street name: Gamsa
Erf size: 190 759 m ²	Zoning: Public Open Space	Density:
Required portion size:	238 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1190 Kleine Kuppe	
Current vacant land going price/ m²	N\$ 1 407	
Size of the portion Required	238 m ²	
Estimated market Value	N\$ 334 900.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/02/2024

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/02/2024		
		
Erf No.:	332	Suburb: Kleine Kuppe Street name: Gamsa
Erf size:	190 759 m ²	Zoning: Public Open Space Density:
Required portion size:	241 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 1191 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	241 m ²	
Estimated market Value	N\$ 339 100.00	
<p>Sales from 2021 tender in Kleine Kuppe produced an average purchase price of N\$ 1358.00, consequently we are of the opinion that going rate for vacant land be adjusted from N\$ 1 699.00 to N\$ 1 407.00, as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.</p>		
		
Valued by:	Kaplikufwa Hendjala	Date: 28/02/2024

The City of Windhoek

Manager: Property Management

Date:.....

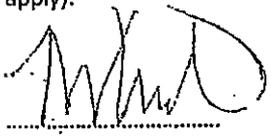
Dear Sir/Madam

NEIGHBOURS' CONSENT

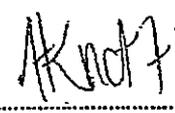
SALE OF A PORTION OF ERF 332, KLEINE KUPPE EXTENSION 1 TO THE OWNER OF ERF 1189, KLEINE KUPPE EXTENSION 1 FOR CONSOLIDATION PURPOSES

I/WE, MICHAEL KNOTT & HARRIET KNOTT;

IDENTIFICATION NUMBER(S) 77022210579 & 8312K11027, THE OWNER(S) OF ERF 1190, KLEINE KUPPE EXTENSION 1, OBJECT/DOES NOT OBJECT TO THE INTENDED SALE. (Delete what does not apply).



(SIGN)



(SIGN)

DATE: 14/02/2023

I/WE, H.J.P. Hough, E.E. Hough;

IDENTIFICATION NUMBER(S) 63071400047, 62060300304, THE OWNER(S) OF ERF 1221, KLEINE KUPPE EXTENSION 1, OBJECT/DOES NOT OBJECT TO THE INTENDED SALE. (Delete what does not apply).



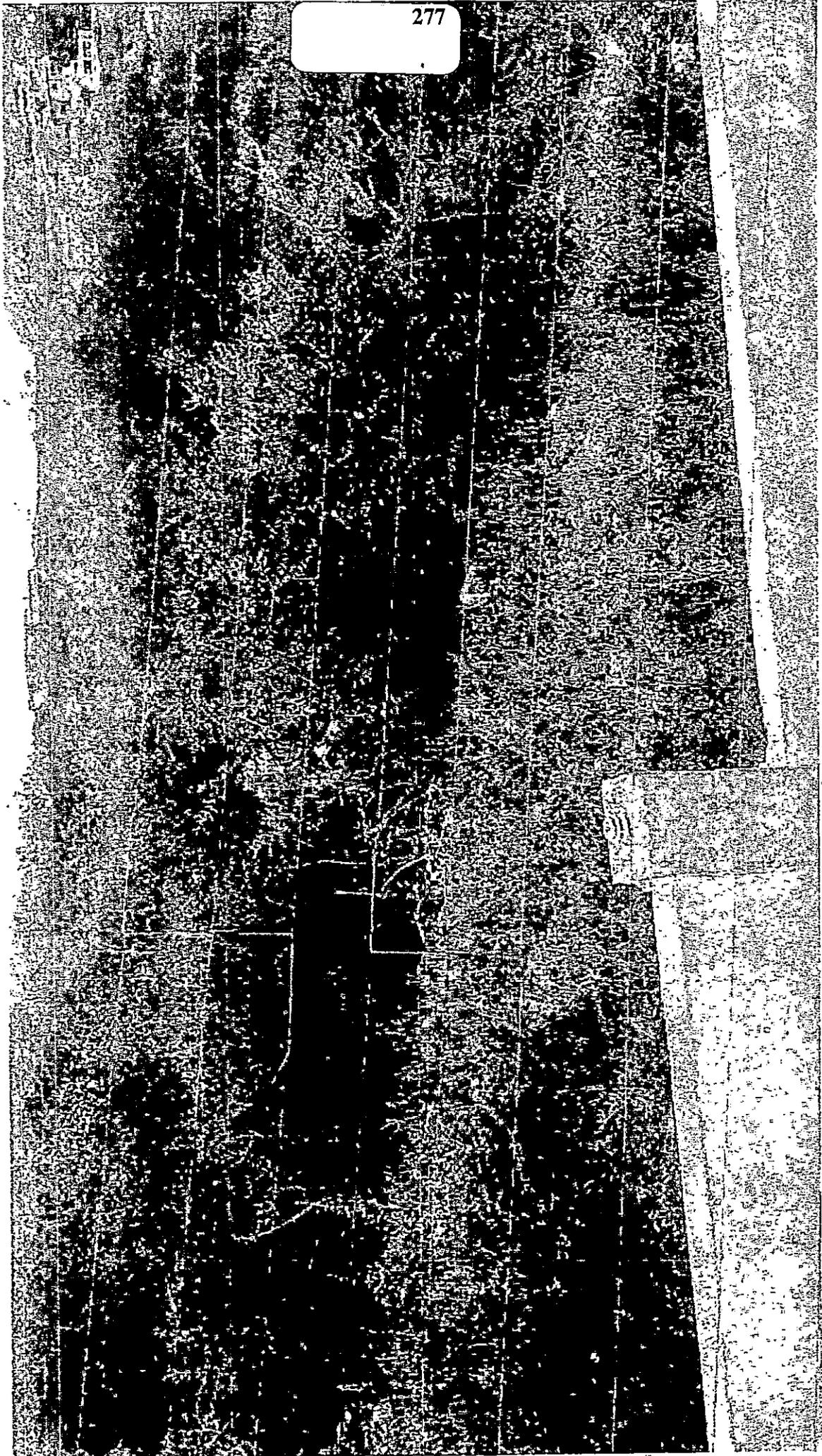
(SIGN)

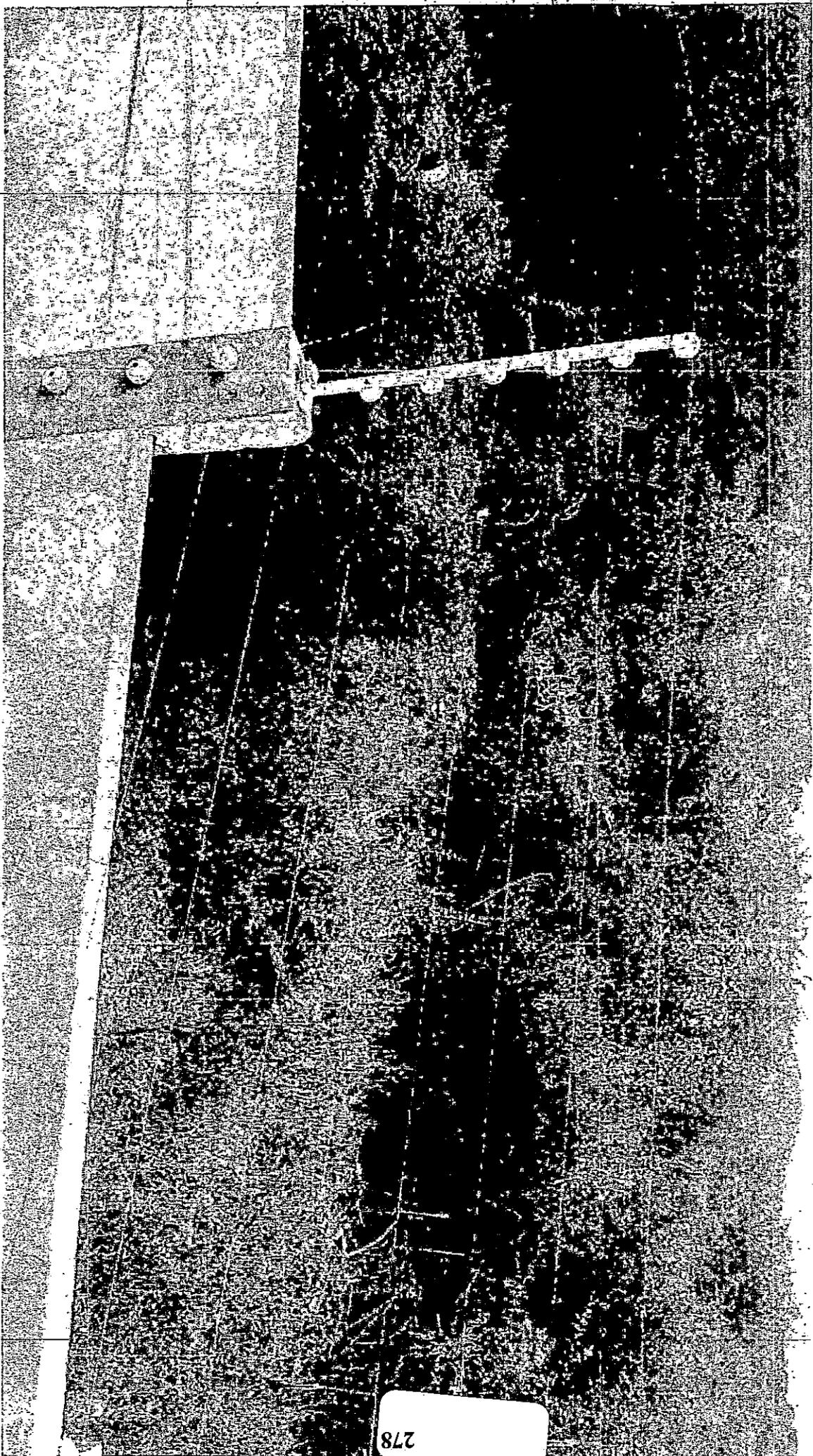


(SIGN)

DATE: 19/2/2023

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