

AGENDA

Ordinary Council Meeting

on

THURSDAY

25 NOVEMBER 2021

at

19:00



MUNICIPALITY OF SWAKOPMUND



MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

16 November 2021

The Mayor and Councillors
Municipality
SWAKOPMUND

Dear Sir / Madam

NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given in terms of Section 14(1)(c) of the Local Authorities Act of 1992, Act 23 of 1992 as amended, of an **ORDINARY COUNCIL MEETING** to be held:

DATE : THURSDAY, 25 NOVEMBER 2021

**VENUE : COUNCIL CHAMBERS, MUNICIPAL OFFICE BUILDING,
C/O RAKOTOKA STREET AND DANIEL KAMHO AVENUE,
SWAKOPMUND**

TIME : 19:00



**A Benjamin
CHIEF EXECUTIVE OFFICER**

AK/-

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1. OPENING BY PRAYER, IF SO DESIRED

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

3. APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL

4. CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL
(C/M 2021/11/25 - 5/2/11/2)
- 4.1 Minutes of the **Ordinary Council Meeting** held on **28 October 2021**.
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5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

6. INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL
- 6.1 Long Service Awards.

7. PETITIONS
None.

8. MOTIONS OF MEMBERS
None.

9. ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN
None.

10. REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT
- 10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING SEPTEMBER AND OCTOBER 2021

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12. **REPORTS AND RECOMMENDATIONS OF COMMITTEES OR THE CHIEF EXECUTIVE OFFICER**

None.

13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**
None.
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11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE
MEETINGS HELD ON 11 NOVEMBER 2021**
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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 28 October 2021 at 19:00.**

PRESENT:

Councillor L N Kativa	:	Mayor
Councillor D Am-!Gabeb	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of MC
Councillor C-W Goldbeck	:	Alternate Chairperson of MC
Councillor P N Shimhanda	:	Member of Management Committee
Councillor M Henrichsen	:	Alternate Member of MC
Councillor H H Nghidipaya	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr C McClune	:	GM: Engineering and Planning Services
Mr V S Kaulinge	:	GM: Economic Development Services
Mr H !Naruseb	:	GM: Finance
Ms L N Mutene	:	GM: Health Services & SWM (Acting)
Mr A Plaatjie	:	GM: Corporate Services & HC (Acting)
Ms A Gebhardt	:	Manager: Corporate Services (Acting)
Mr U Tjiurutue	:	Corporate Officer: Administration
Ms A Kahuika	:	Administration Officer: Administration

ALSO PRESENT:

Local athletes Mr K Stuurman and Mr B Murere also attended the meeting and expressed their appreciation to Council, local businesses and the community of Swakopmund for the support rendered towards their sport career.

1. SCRIPTURE READING AND OPENING BY PRAYER

Councillor D Am-!Gabeb opened the meeting with a prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

On proposal of Councillor M Henrichsen seconded by Councillor P N Shimhanda, it was:

RESOLVED:

That the agenda be adopted.

CO: A Acting GM: CS&HC

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

3.1 Application for leave of absence:

Councillor B R Goraseb : Member of Management Committee
 Councillor E Shitana : Member of Council
 Councillor S Kautondokwa : Member of Council

3.2 Declaration of interest:

None.

4. CONFIRMATION OF MINUTES

(C/M 2021/10/28 - A 2/3/5)

4.1 MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 30 SEPTEMBER 2021

On proposal of Councillor M Henrichsen seconded by Councillor C-W Goldbeck, it was:

RESOLVED:

CO: A
 Acting GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 30 September 2021, be confirmed as correct.

5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

(C/M 2021/10/28 - A 2/3/5)

HONOURABLE COUNCILORS, THE CHIEF EXECUTIVE OFFICER, MR. ALFEUS BENJAMIN, GENERAL MANAGERS, MANAGERS, OFFICIALS, MUNICIPALITY STAFF MEMBERS, MEMBERS OF THE MEDIA, LADIES AND GENTLEMEN, ALL PROTOCOL OBSERVED

GOOD EVENING AND WELCOME TO THE COUNCIL MEETING.

HONOURABLE COUNCILORS, LADIES AND GENTLEMEN

PLEASE ALLOW ME TO PRESENT TO YOU THE BRIEF HIGHLIGHTS ON THE EVENTS AND ACTIVITIES THAT TOOK PLACE DURING THE MONTH OF OCTOBER.

THE MONTH OF OCTOBER IS KNOWN TO SYMBOLIZE PROSPERITY, PEACE AND FERTILITY. THIS SHOWED THROUGHOUT THE ACTIVITIES THAT COUNCIL WAS APART DURING THE COURSE OF THIS MONTH.

THE LIST OF HIGHLIGHTS ARE AS FOLLOWS:

IN NO PARTICULAR ORDER, THIS MONTH, COUNCIL HAS:

- DECLARED MONTH OF OCTOBER AS CLEAN UP MONTH
- INAUGURATED THE MATURARA PARKS
- PAID A COURTESY VISIT TO I – CARE
- HELD AN OFFICIAL HANDOVER OF THE GENEROUS DONATION BY TANGENI SHILONGO
- ATTENDED THE PINK PLEASURE TEA PARTY IN DEDICATION TO BREAST CANCER AWARENESS MONTH.
- WELCOMED THE LOCAL AND INTERNATIONAL AUDIENCE OF THE MONDESA FOOTBALL ACADEMY'S INTERNATIONAL YOUTH CUP.
- HAD THE 1ST HARVEST DAY IN THE URBAN AGRICULTURE PROJECT,
- HELD MEETINGS WITH COMMUNITY MEMBERS TO HEAR THEIR GRIEVANCES AND PLEAS.
- PARTICIPATED IN TRAINING BY THE NAMIBIA INSTITUTE OF DEMOCRACY
- ATTENDED THE OFFICIAL LAUNCH OF WORLD SKILL AFRICA SWAKOPMUND
- TOOK PART IN A STRATEGIC PLANNING WORKSHOP WHERE COUNCIL BRAINED STORMED THE DEVELOPMENT OF SWAKOPMUND FOR THE NEXT 5 TO 10 YEARS

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- ATTENDED THE MISS NAMIBIA DENIM AND DIAMOND GALA DINNER
- PARTICIPATED AT THE GENDER BASED VIOLENCE - ORGANIZED BY ROUND TABLE
- LAST BUT NOT LEAST, JOINED THE SHACK DWELLER FEDERATION FOR THE OFFICIAL GROUNDBREAKING OF 32 HOUSES

BEFORE I START WITH THE RETIREMENT AND LONG SERVICE AWARDS, I WOULD LIKE TO TAKE SOME TIME TO ADDRESS OUR TWO SPECIAL GUESTS TODAY.

THE YOUTH ARE THE LEADERS OF TOMORROW. AS SUCH, COUNCIL HAS FIRMLY SUPPORTED WITH PRIDE THE TALENTED AND SKILLED, AUTHENTIC ENTREPRENEURS: BRADLEY MURERE AND KEANU STUURMAN. I WAS INFORMED THAT MR STUURMAN WOULD LIKE TO EXPRESS A FEW REMARKS TOWARDS THE COUNCIL.

LADIES AND GENTLEMEN, WITHOUT FURTHER A DUE HELP ME WELCOME MR. STUURMAN AND MR MURERE.

[SPEECH BY MR STUURMAN]

LADIES AND GENTLEMEN

AN ORGANISATION IS ONE THAT CONSIST OF A GROUP OF INDIVIDUALS THAT WORK TOGETHER TO OBTAIN THE SAME GOAL. THE SUCCESS THAT IS WEAKNESSED FROM THE MUNICIPALITY COULD NOT HAVE BEEN OBTAINED WITHOUT THE CONTRIBUTION OF THE MUNICIPALITY STAFF.

ON BEHALF OF THE COUNCIL, THE STAFF MUST PLEASE ACCEPT OUR SINCERE GRATITUDE TOWARDS YOUR CONTRIBUTION. WE ARE WHOLEHEARTEDLY THANKFUL FOR ALL YOUR HARD WORK

PLEASE HELP ME CELEBRATE AND HONOUR THE FOLLOWING STAFF MEMBERS AS WE PRESENT THEM WITH THEIR LONG SERVICE AWARDS.

10 YEARS SERVICE

MS SANDRA BEYER

25 YEARS SERVICE

MR. ALFRED NDIWETEKO

SECONDLY, I WOULD ALSO LIKE TO HONOUR MR. ULRICH KAMBONGARERA FOR THE MANY YEARS HE HAS COMMITTED TO THE MUNICIPALITY. THE COUNCIL WISHES YOU ALL THE BEST IN YOUR RETIREMENT.

LADIES AND GENTLEMEN

IN CONCLUSION, WE ARE GETTING CLOSE TO THE FESTIVE SEASON. THOUGH THE CLEANING MONTH IS COMING TO A CLOSE, I ENCOURAGE YOU TO KEEP CLEANING OUR TOWN, CONTINUE WEARING THE MASKS, SANITIZING AND PRACTICE SOCIAL DISTANCING. LASTLY WELCOME THE FESTIVE SEASON WITH COURTESY GESTURES AROUND THE COMMUNITY.

THAT IS ALL WE HAD FOR TODAY, THANK YOU FOR YOUR UNDIVIDED ATTENTION.

HONOURABLE COUNCILORS, LADIES AND GENTLEMEN

WE WILL NOW CONTINUE WITH OUR DELIBERATIONS.

THANK YOU

LOUISA KATIVA
MAYOR

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

None.

7. **PETITIONS**

None.

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8. **MOTIONS OF MEMBERS**

None.

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

None.

10. **REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT**11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD ON 14, 21 AND 28 OCTOBER 2021**10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING SEPTEMBER AND OCTOBER 2021****RESOLVED:**

<p style="text-align: center;">CO: A Acting GM: CS&HC</p>

That the Management Committee resolutions of 28 September 2021 and 14 October 2021, be noted.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 14, 21 AND 28 OCTOBER 2021**11.1.1 **EXTENSION OF THE SWAKOPMUND TOWN AND TOWNLAND BOUNDARIES**

(C/M 2021/10/28 - 16/1/4/1/8)

RESOLVED:

<p style="text-align: center;">GM: EPS</p>
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(a) That Council reaffirms its Resolution (C/M 2014/05/27 -G 2/1) under Item Number 11.1.1.

(b) That the General Manager: Engineering & Planning Services informs and consults with the affected stakeholders on the proposed Swakopmund Zoning Scheme (Town and Townlands) boundaries and Area of Jurisdiction extension, namely; the Ministry of Environment, Tourism and Forestry, Ministry of Works and Transport and Ministry of Fisheries and Marine Resources.

(c) That upon consultation with the affected stakeholders, the General Manager: Engineering & Planning Services resubmits its request for the Zoning Scheme (Town and Townlands) boundaries and Area of Jurisdiction extension to the Minister of Urban and Rural Development.

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11.1.2

RESUBMITTED: WAIVING OF OCCUPATIONAL RENT REQUIREMENT

(C/M 2021/10/28 - Erf 5002, Swk)

RESOLVED:CO: P
Acting GM: CS&HC

- (a) That Council takes note that transfer of ownership of Erf 5002, Swakopmund to Ane's Guest House CC was registered in the Deeds Office on 28 September 2021 in terms of Council's resolution passed on 25 February 2021.
- (b) That Council waives the requirement for payment of occupational rent as per point (a) (i) of Council's resolution passed on 25 February 2021 as the purchaser paid rates and taxes based on the land and improvement value of the erf.
- (c) That the penalty interest applicable from 22 January 2020 until date of transfer of 28 September 2021 calculated at a rate of 10.25% be levied to Ane's Guest House CC (N\$129 779.66).

11.1.3

ERF 7159, MONDESA**• FUTURE SALE**

(C/M 2021/10/28 - M 7159)

RESOLVED:CO: P
Acting GM: CS&HC

- (a) That Erf 7159, Mondesa be added to the list of erven available in Extension 26 for sale by close bid as approved by Council on 30 January 2019 under item 11.1.12 (a).
- (b) That the upset price be determined at N\$137.50/m² i.e. 2 812m² x N\$137.50 = N\$386 650.00.

11.1.4

RESUBMITTED: GHETTO ASSISTANCE CENTRE (PTY) LTD - APPLICATION FOR RECONSIDERATION OF CANCELLATION OF THE JV

(C/M 2021/10/28 - 16/1/4/2/1/14)

RESOLVED:CO: P
Acting GM: CS&HC

- (a) That Council takes note of the letter dated 13 September 2021 received from Ghetto Assistance Centre (Pty) Ltd requesting Council to:
- (i) Rescind its decision passed on 30 August 2021 under item 11.1.17 point (c) in terms whereof the joint venture agreement with Ghetto Assistance Centre (Pty) Ltd is cancelled; and
- (ii) To grant them an extension of time of 40 days to comply with clause 3 of the joint venture agreement.
- (b) That Ghetto Assistance Centre (Pty) Ltd be informed that Council discussed their request, but decided to remain with its decision passed on 30 August 2021 under item 11.1.17.

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11.1.2 **RESUBMITTED: WAIVING OF OCCUPATIONAL RENT REQUIREMENT**

(C/M 2021/10/28 - Erf 5002, Swk)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Council takes note that transfer of ownership of Erf 5002, Swakopmund to Ane's Guest House CC was registered in the Deeds Office on 28 September 2021 in terms of Council's resolution passed on 25 February 2021.
- (b) That Council waives the requirement for payment of occupational rent as per point (a) (i) of Council's resolution passed on 25 February 2021 as the purchaser paid rates and taxes based on the land and improvement value of the erf.
- (c) That the penalty interest applicable from 22 January 2020 until date of transfer of 28 September 2021 calculated at a rate of 10.25% be levied to Ane's Guest House CC (N\$129 779.66).

11.1.3 **ERF 7159, MONDESA**

• FUTURE SALE

(C/M 2021/10/28 - M 7159)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Erf 7159, Mondesa be added to the list of erven available in Extension 26 for sale by close bid as approved by Council on 30 January 2019 under item 11.1.12 (a).
- (b) That the upset price be determined at N\$137.50/m² i.e. 2 812m² x N\$137.50 = N\$386 650.00.

11.1.4 **RESUBMITTED: GHETTO ASSISTANCE CENTRE (PTY) LTD - APPLICATION FOR RECONSIDERATION OF CANCELLATION OF THE JV**

(C/M 2021/10/28 - 16/1/4/2/1/14)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Council takes note of the letter dated 13 September 2021 received from Ghetto Assistance Centre (Pty) Ltd requesting Council to:
- (i) Rescind its decision passed on 30 August 2021 under item 11.1.17 point (c) in terms whereof the joint venture agreement with Ghetto Assistance Centre (Pty) Ltd is cancelled; and
- (ii) To grant them an extension of time of 40 days to comply with clause 3 of the joint venture agreement.
- (b) That Ghetto Assistance Centre (Pty) Ltd be informed that Council discussed their request, but decided to remain with its decision passed on 30 August 2021 under item 11.1.17.

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11.1.5 **NATIONAL UNITY DEMOCRATIC ORGANISATION (NUDO):
REQUEST FOR AN EXTENSION OF TIME TO PAY THE
PURCHASE PRICE**

(C/M 2021/10/28 - E 6945, E 6950)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Council takes note of the letter from National Unity Democratic Organisation requesting for an extension time to perform.
- (b) That the wording of the deeds of sale for National Unity Democratic Organization and Popular Democratic Movement be amended to read that the purchase price must be secured within 120 days from last party signing the deed of sale, instead of 120 days from the date approval is granted by the Ministry or Urban and Rural Development.
- (c) That the Property Policy with regard to the sale of land to organisations registered with the Electoral Commission be amended as per point (b) above.

11.1.6 **REQUEST FOR ASSISTANCE: ACCOMMODATION FOR POLICE
OFFICERS DURING THE FESTIVE SEASON**

(C/M 2021/10/28 - 3/15/1/5/2)

RESOLVED:

GM: EDS
CEO

- (a) That Council approves accommodation of members of the Namibian Special Police Force at the Swakopmund Rest Camp to assist with crime prevention during the festive season, on condition that they only operate in Swakopmund.
- (b) That the Namibian Special Police Force be requested to assist with the safety and security at the Swakopmund Fair from 13-14 December 2021.
- (c) That the Ministry of Safety and Security ensure that the Special Field Force are deployed in Swakopmund full time during the festive season.
- (d) That the related cost be defrayed from the Accommodation Namibian Police vote: 100510208300 where N\$120 000.00 is available.

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11.1.7 **REVISITING THE CONSTRUCTION OF THE EMERGENCY SHELTER AND MATUTURA TOWN HALL**

(C/M 2021/10/28 - M 6788, T 610)

GM: EDS
GM: EPS

RESOLVED:

- (a) That Council renovates the structures on Erf 610, Tamariskia formerly known as the Erongo House of Safety and converting it into an emergency shelter in order to reduce costs.
- (b) That Council rescinds point (b) of its resolution taken on 28 February 2019 which offers Erf 610, Tamariskia to the Namibian Police.
- (c) That the Engineering and Planning Services Department compiles a new bill of quantity to determine the costs of renovating Erf 610, Tamariskia.
- (d) That the facility be allocated to a Trust in cooperation with the Constituency Councillor.
- (e) That the funds be transferred accordingly.

11.1.8 **MS SESILIA KAMATI: ERROR ON THE MASTER WAITING LIST**

(C/M 2021/10/28 - 14/2/1/2)

CO: H
Acting GM: CS&HC

RESOLVED:

- (a) That Council takes note of the proof that Ms Sesilia Kamati registered on 13 November 2017 but her name was somehow omitted when the Master Waiting List was compiled.
- (b) That Council approves that Ms Sesilia Kamati's name be added to the Master Waiting List.
- (c) That once Ms Sesilia Kamati is confirmed on the Master Waiting List, she be assisted with a house in Credit-Link Category.
- (d) That the matter be submitted to the Ministry of Urban and Rural Development for approval.

11.1.9 **ELECTION OF OFFICE BEARERS: 2021**

(C/M 2021/10/28 - 5/2/1/1/1)

CO: A
Acting GM: CS&HC

RESOLVED:

- (a) That the election of office bearers of Council for 2021 be arranged to take place on Tuesday, 30 November 2021 at 09:00.
- (b) That the Acting General Manager: Corporate Services and HC arranges with the local magistrate to chair and facilitate the election of officer bearers at the meeting scheduled for 30 November 2021.

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11.1.10 **MESSRS SPECIALIZED ELITE CYCLE SHOP CC: APPLICATION TO LEASE PREMISES TO BUILD A BIKE PARK**
(C/M 2021/10/28 - 13/3/1/5)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Council takes note of the application of Messrs Specialized Elite Cycle Shop CC.
- (b) That Messrs Specialized Elite Cycle Shop CC be informed that Council cannot permit the exclusive use of the site or enter into a formal agreement for the site due to the vast area involved.
- (c) That the applicant be informed that they may use the land at their own risk without preventing access to it by the general public since it remains Townlands.

11.1.11 **PROPOSAL FOR POP-UP RESTAURANT IN DECEMBER 2021**
(C/M 2021/10/28 - 14/2/4/1)

RESOLVED:

GM: EDS
GM: EPS

- (a) That Council grants permission to Messrs Wale Tale to set up a pop-up restaurant at the public open space area (Option 1 of identified sites), Option 1 - Wreck Surf Beach behind the Palm trees on Strand Street. on 4th December 2021 - 9th January 2022 subject to the following conditions:
- (i) *That the following rental be charged:*
- Refundable Deposit = N\$724.00
 - Rental Fees x 37 days = N\$11403.40 (i.e. N\$268 X 37 plus 15% VAT)
- (ii) *That the operation hours of the event be from 11H00 till 21H00 daily*
- (iii) *That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.*
- (iv) *That the applicant indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise from the utilization of the property.*
- (v) *That the applicant ensures that there is security during the event, to the satisfaction of the General Manager: Economic Development Services, and that the site is restored to its original state after use.*
- (vi) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
- (vii) *That the applicant must indicate whether refuse bins will be required and has to pay for the lease thereof as well as the removal afterwards (N\$32.00) per bin and N\$786.00 per truck load for the removal {15% VAT excluded}) as per approved budget.*
- (viii) *That the applicant informs adjoining residential property owners and public at large of the event for this period.*

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- (ix) That applicant submits a fire layout plan for the approval by General Manager: Economic Development Services before the event
- (x) That the applicant applies for the temporary liquor license with the relevant authority.
- (xi) That the applicant make provision for security and crowd controlling measures
- (xii) That no off-road driving on the beach area will be allowed except for those vehicles meant to load and off-load materials or waste at the event.
- (xiii) That the applicant provides own fresh water tank for the event.
- (xiv) That all materials / structures to be used is of a semi-permanent nature and neutral colour
- (xv) That the approval be given as a test case and be reconsidered for future applications.
- (b) That the proposed temporary structure for the pop-up restaurant be submitted to the General Manager: Engineering and Planning Services for review before installation.
- (c) That Messrs Wale Tale be informed that a similar event will be hosted on the northern side of the braai area on 28th - 31 December 2021.
- (d) That Messrs Wale Tale be responsible for provision of the proposed luxury ablution facilities at their own costs.

11.1.12 **UPDATED DELEGATED SIGNATORIES OF COUNCIL'S CURRENT ACCOUNTS**

(C/M 2021/10/28 - 3/13/1/1)

GM: F
CEO
M: HC
Acting GM: CS&HC

RESOLVED:

That the delegated powers of signatories be updated accordingly for the below listed to authorise payments on behalf of Council:

NO.	JOB TITLE
1.	Chief Executive Officer
2.	General Manager: Finance
3.	General Manager: Corporate Services & HC
4.	Manager: Finance
5.	Manager: Human Capital

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11.1.13 **APPLICATION FOR THE RELAXATION OF THE ON-SITE PARKING ON ERF 3289, MONDESA (EXTENSION 7)**

(C/M 2021/10/28 - M 3289)

RESOLVED:

GM: EPS

- (a) That the application to relax on-site parking on Erf 3289, Mondesa, Extension 7 from 62 to 52 parkings, be turned down.
- (b) That the applicant takes note that it is his responsibility to provide parking for the proposed development, preferably on-site as per the requirements of the Swakopmund Zoning Scheme.
- (c) That the applicant scales down the development to a size that would be able to accommodate the required number of on-site parking bays or at own cost find a suitable alternative site where parking provision would be adequate and in accordance with the Swakopmund Zoning Scheme provisions.
- (d) That the applicant adheres to the conditions as set out under Council Resolution C/M 2020/08/31-M3289, item 11.1.23 (c) and (d).
- (e) That no building plans shall be approved if parking provision is insufficient and betterment fee is not paid.

11.1.14 **CANCELLATION OF ERF 406, MILE 4 - TRECON DEVELOPMENT (PTY)(LTD)**

(C/M 2021/10/28 - M4 E 406; M4 E 365 19.03.09.406)

RESOLVED:

CO: P Acting GM: CS&HC

- (a) That Council confirms its decision passed on 29 April 2021 under item 11.1.16 point (d) and cancel the sale of Erf 406, Mile 4 allocated to Trecon Development (Pty) Ltd.
- (b) That the Finance Department recovers the outstanding rates and taxes from Trecon Development (Pty) Ltd.
- (c) That Erf 406, Mile 4 be sold at a closed bid sale together with Erf 365, Mile 4 as resolved by Council on 29 April 2021.
- (d) That Erf 406, Mile 4 be offered for sale at an upset price of N\$4 203 000.00 (N\$1 000.00m²).

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11.1.15 **NAMIBIA DESERT GIANT GROUP PTY LTD - OBJECTION AGAINST UPSET PRICE DETERMINED FOR ERF 365, MILE 4**
(C/M 2021/10/28 - M4 E 365)

RESOLVED:

CO: P
Acting GM: CS&HC

- (a) That Council takes note of the response dated 15 September 2021 received from Namibia Desert Giant Group (Pty) Ltd in response to Council's decision passed on 30 August 2021 under item 11.1.26.
- (b) That Council remains with its decisions passed on 30 August 2021 under item 11.1.26 and on 29 April 2021 under item 11.1.16 that the erf transaction is cancelled and Erf 365, Mile 4 be sold by closed bid sale.

For ease of reference, Council's decision passed on 30 August 2021 under item 11.1.26 is quoted below:

That Council remains with its decision passed on 29 April 2021 under item 11.1.16.

The decision passed on 29 April 2021 under item 11.1.16 is quoted below:

- (a) *That Council confirms its decision passed on 29 October 2020 under item 11.1.3 point (a) and cancel the sale of Erf 365, Mile 4 allocated to Namibia Desert Giant Group (Pty) Ltd.*
- (b) *That the Finance Department recovers the outstanding rates and taxes from Desert Giant Group (Pty) Ltd.*
- (c) *That Erf 365, Mile 4 be sold in future at an upset price of N\$3 500 000.00.*
- (d) *That should the purchaser (Trecon Development (Pty) Ltd) of Erf 406, Mile 4 not perform by 30 September 2021 the transaction be submitted to Council for consideration of the cancellation and be sold together with Erf 365, Mile 4 at a closed bid sale.*

11.1.16 **ISSUES REGARDING ERF PRICE / PURCHASE PRICE / CONSTRUCTION COST AND REPAYMENT OF LOAN**
(C/M 2021/10/28 - 14/2/1/1)

RESOLVED:

CO: H
GM: EPS
Acting GM: CS&HC

- (a) That Council takes note of the complaints, requests and proposals of the Build Together Committee members and beneficiaries raised at the meeting held on 29 September 2021.
- (b) That Council reduces the loan amount varying from N\$122 843.22 to N\$152 292.31 to N\$80 000.00 as the ceiling price as approved by Central Government on 05 July 2016, for beneficiaries with a maximum monthly income of N\$6 000.00.
- (c) That the Council resolution of 29 October 2020, under item 11.1.16, be repealed.
- (d) That the General Manager: Engineering and Planning Services provides a design, specifications and quotations for a house valued at N\$80 000.00.

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- (e) That it be noted that the cost of services was N\$120 000.00 i.e. N\$65 000.00 = 50% subsidy, thus Council does not reduce the erf price.
- (f) That the representatives of the beneficiaries be advised to visit the Housing Section to obtain more information in respect of the allocation of erven process until occupying of the house.
- (g) That Council takes note that the loan agreements for the first 30 houses (Phase 1) are ready for signing and that the beneficiaries were informed.
- (h) That once a resolution is taken in terms of the loan amount and erf price the 79 beneficiaries be contacted to inform them accordingly.
- (i) That Council consider approving the initiative of the employers who offer to assist the beneficiaries in constructing their houses, subject that the parties enter into an agreement, and submit a copy thereof to Council.
- (j) That this Council resolution be submitted to the line ministry for approval.

11.1.17 APPLICATION FOR SHOW HOUSES
(C/M 2021/10/28 - 14/2/1/1, 14/2/1/2)

RESOLVED:

CO: H
Acting GM: CS&HC

- (a) That Council approves the sale of Erven 1114, 1115 and 1116, Extension 6, Matutura to assist Ms Erna Gom-Khaises, Ms Rebecca Uchams and Ms Eva Domingo.
- (b) That the market value of these houses be determined and the matter be submitted to Council for approval.

11.1.18 PROGRESS REPORT: SOCIAL HOUSES
(C/M 2021/10/28 - 14/2/1/2)

RESOLVED:

CO: H
Acting GM: CS&HC

- (a) That the Council takes note of the progress report in respect of the next 48 Social Houses.
- (b) That all 48 beneficiaries be invited to be addressed by the Mayor, once the preliminary processes are finalized.
- (c) That a ceiling price be determined for Social Houses.

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11.1.19 **PROCUREMENT PROCESS OF IT CONSULTANT AND FUNDS**
(C/M 2021/10/28 - D 12/1)

RESOLVED:

GM: F
Acting GM: CS&HC

- (a) That the General Manager: Finance makes the necessary funds available for the procurement of the services of a IT Consulting firm for the purpose of completing its IT needs assessment, the bidding process to obtain a successful candidate, and certifying that the installation of new equipment, software and systems have been completed according to the required specifications and is operating satisfactorily.
- (b) That the General Manager: Finance provides proof of the availability of funds for the procurement of an IT Consultant over the full period of the envisaged contract term i.e. 12 months.
- (c) That Messrs MTC be engaged to assist in this process in terms of the Memorandum of Understanding.

11.1.20 **PRIVATE SECURITY GUARD HOUSE AND PORTABLE TOILET:
MARSHALL STREET, SWAKOPMUND**
(C/M 2021/10/28 - E 1547)

RESOLVED:

GM: EPS
CO: P
Acting GM: CS&HC

That the Management Committee resolution of 11 May 2021 under item 8.2 be repealed and replaced with following:

- (a) That the guardhouse be moved to the pavement in front of Erf 1547.
- (b) That the rental be dealt with in accordance with the Engineering Pavement Lease Policy.
- (c) That no overnighting on the premises be allowed, except for the purposes of security / safe guarding.
- (d) That the lessee is responsible for the aesthetic appearance and proper maintenance of the mobile guard house / toilet.
- (e) That the area be restored to its original state upon expiry / termination of the lease period.

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11.1.21 **PARATUS TELECOMMUNICATION (PTY) LTD: APPLICATION TO LEASE A PORTION OF LAND LOCATED IN SWAKOPMUND PROPER**

(C/M 2021/10/28 - 13/3/17)

GM: EPS
CO: P
Acting GM: CS&HC

RESOLVED:

- (a) That a portion of land located on the northern side of Erf 979, Swakopmund, measuring approximately 4 700m² be leased to Paratus (Pty) Ltd as a landing site and earth array for their fibre optic cable.
- (b) That Paratus (Pty) Ltd adheres to the following requirements:
- Consent letter from the neighbours
 - Environmental Impact Assessment (EIA)
- (c) That the following standard lease conditions be applicable to the leasing of the lease portion in (a) above:
- (i) Lease period of 5 years; commencing the month following approval being granted by the Ministry of Urban and Rural Development to proceed with the lease.
 - (ii) That building plans of all proposed buildings must be submitted to the Engineering Services and Town Planning Department;
 - (iii) That the portion of land is leased on the explicit condition that the lessee indemnifies Council against any claim for damages resulting from its occupation by the lessee.
 - (iv) That the lease be at the current tariff of N\$ 39.64/m² per month with an annual escalation of 7 % every July (first being 1 July 2022).
 - (v) that all costs for the lease transaction be for the lessee's account, inclusive of, but not limited to the cost of advertising Council's intention to lease in terms of the Local Authorities Act, Act 23 of 1992, as amended and the cost of compiling a lease agreement.
 - (vi) 1 month's rental amount be levied as a refundable deposit (exclusive of 15% VAT), of which costs such as rental in arrears at the expiry of the lease period be recovered, the balance be refunded to the lessee.
 - (vii) 3 months' termination period for both parties as a standard condition, which period can be longer or shorter depending on the lease period.
 - (viii) no subletting without Council's approval.
 - (ix) the lease agreement is not transferable and will not form part of an estate.
 - (x) in cases where the lessee is a legal entity, for example such as a close corporation, company or trust, Council be informed of any change in membership or shareholding.
- (d) That the General Manager: Engineering & Planning Services Department provides a lay-out plan for the exact location and plan handle for access / egress to and from the lease portion of land.
- (e) That Messrs Paratus (Pty) Ltd installs their own electrical meter and be responsible for any expenses and costs generated thereof.

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- (f) That the proposed lease of the site be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.
- (h) That Council's standard lease conditions be made applicable to the transaction.
- (i) That all costs relating to the lease, including, but not limited to advertising costs, be for the account of the lessee.
- (j) That the following conditions be applicable in addition to point (c):
- (i) *That Council will not reimburse Paratus (Pty) Ltd for any costs relating to the installation or removal of its properties or any other expense incurred during or after the termination of the lease agreement.*
 - (ii) *That any damages that may be caused to the lease site be for the account of Paratus (Pty) Ltd and shall be repaired at their cost and on demand.*
 - (iii) *That Paratus (Pty) Ltd be responsible for the proper maintenance of the equipment, failure to maintain the lease site and equipment on a structural and aesthetic level satisfactory to the GM: Engineering Services and Planning will result in the cancellation of the lease and the removal of the lease equipment at the cost of the lessee.*
 - (iv) *That the area be properly fenced in and signs warning the public of safety risks be displayed.*
- (k) That, alternatively, Council offers the portion of land to Paratus (Pty) Ltd for sale on the same terms and conditions approved by Council on 26 March 2020 under item 11.1.17 due to the high rental tariff and the permanent structure required for the landing of the fibre optic cable.

11.1.22 **REQUEST FOR A FINANCIAL SPONSORSHIP TO HOST THE SWAKOPMUND JAZZ UP FESTIVAL AT THE AMPHITHEATRE AND THE WOERMANN HAUS**

(C/M 2021/10/28 - 13/3/1/3)

RESOLVED:

CO: MC
CO: P
GM: EDS
GM: HSSWM
Acting GM: CS&HC

- (a) That permission be granted to the organizers to host the Swakopmund Jazz Up Festival from 12-20 November 2021 in Swakopmund.
- (b) That Council does not contribute funds towards the event.
- (c) That Council sponsor the venues free of charge and that permission be granted to the organizers to use Room D25 and D26 and the courtyard of the at the Woermann Huas from 12-20 November 2021 and at the Thomas Hamunyela Amphitheatre on 20 November 2021 subject to the following conditions:
- (i) *That noise be restricted to the immediate surrounding area (i.e. 85*

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Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.

- (ii) *That the applicant indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise from the utilization of the property (an indemnity form will be issued for signing).*
 - (iii) *That the applicant ensures that there is security during the events i.e. Woermann Haus and Thomas Hamunyela Amphitheatre.*
 - (iv) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
 - (v) *The lessee is responsible for keeping the area clean at all times.*
 - (vi) *The area must be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the function.*
 - (vii) *Sound must be restricted to the immediate surrounding area. On receipt of any complaints due to noise or misbehavior, the use of the area will be cancelled immediately.*
 - (viii) *If required, the lessee is responsible to provide and arrange for public ablution facilities on site at their own cost.*
 - (ix) *If required, the lessee is responsible to request for refuse bins as well as the removal afterwards.*
 - (x) *No one is allowed to stay on the property overnight.*
 - (xi) *Council reserves the right to cancel the use of the area should Council need the area for it's own purposes.*
 - (xii) *It is the responsibility of the lessee to make prior arrangements with Erongo RED for an electricity connection at their cost.*
 - (xiii) *No open fires are allowed and adequate fire extinguishers must be at hand.*
- (d) **That the organisers be responsible for the payment of the following:**
- *Refundable Deposit = N\$ 724.00 - Amphitheatre*
 - *Refundable Deposit = N\$ 357.50 - Woermann Haus*
- (e) **That the organisers liaise with the Youth Development Officer with regards to the music development classes for the youth.**
- (f) **That the organisers provide a complete layout of the event and the stalls for Council's consideration.**
- (g) **That the Fire Brigade Section and the Health Services be responsible for cleaning (spraying of water) and sanitizing the Amphitheatre three days before the event.**
- (h) **That Council donates, *in kind*, 10 x of water bottle cases towards the lecture lessons of the musician during the festival.**
- (i) **That no alcohol be sold at the Thomas Hamunyela Amphitheatre.**

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11.1.23 **REQUEST FOR SPONSORSHIP: GRANITE VETERANS SPORTS CLUB**

(C/M 2021/10/28 - 3/15/1/6/1)

CO: MC
GM: EDS
Acting GM: CS&HC

RESOLVED:

- (a) That the request for sponsorship from the Granite veteran Sports Club for their annual Soccer and Netball Tournament from 30-31 October 2021, Mondesa Sport Stadium, in Swakopmund be noted.
- (b) That Council sponsor the use of the venue (Mondesa Sport Stadium) for the weekend to the value of N\$1 574.55.
- (c) That Granite Veteran Sports Club be responsible for paying the refundable deposit of N\$692.00 for the venue.
- (d) That the organisers ensures that the facilities including the parking areas are cleaned and restored to its original conditions to within 48 hours after the event the satisfaction of the Swakopmund Municipality.
- (e) That Council be indemnified against any claims that may arise from using the stadium.
- (f) That organisers be responsible for the provision of additional public ablution facilities on site, if required.
- (g) That Council reserves the right to cancel the use of the stadium should Council need them for its own purposes.
- (h) That the organisers make prior arrangements with Erongo RED for electricity connection at their own cost, should it be required.
- (i) That organisers submit proof that the following arrangements have been made:
 - *Emergency Services*
 - *Traffic Control and Parking*
 - *Waste removal*
 - *Security Services*
 - *Liquor license (if required)*
- (j) That the funds be recovered the Corporate Services Publicity Vote: 150515533000 where N\$25 8153.73 is available.

11.1.24 **REQUEST FOR SPONSORSHIP: SWAKOPMUND FOOD FESTIVAL**

(C/M 2021/10/28 - 3/15/1/6/1)

CO: MC
Acting GM: CS&HC

RESOLVED:

- (a) That Council makes a financial contribution of N\$10 000.00 towards the hosting of the two South African Chefs at the Swakopmund Food Festival that is scheduled from 16-18 December 2021 in Swakopmund.

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- (b) That the funds be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$25 8153.73 is available.

11.1.25 **CONTINUATION PROJECT - TRAILER MOUNTED SELF-PRIMING PUMP**

(C/M 2021/10/28 - 16/2/4/1)

RESOLVED:

GM: F
GM: EPS

That approval be granted to the General Manager: Finance to transfer the Vote: 750031012500 (Trailer Mounted Self-Priming Pump) with the amount of N\$800 000.00 as a continuation project in respect of the 2021/2022 Financial Year, in order to pay the supplier for the delivery of the Trailer Mounted Self-Priming Pump.

11.1.26 **REQUESTS FOR PROVISION OF FUNDS FOR THE IT SUPPORT SERVICES CONTRACTS EXTENSION**

(C/M 2021/10/28 - D 12/1)

RESOLVED:

GM: F
CEO
GM: CSHC

- (a) That the General Manager: Finance makes available N\$15 312 400.03 (VAT Inclusive) for extension of the IT Support Services contract and provides proof of the availability of funds.
- (b) That Council grants permission for the extension of the Current IT Support Services Contract **INCLUSIVE** of the SOLAR financial management System in terms of the provision of the Public Procurement Act, 2015 for a period of 6 months, while completing the ICT needs assessment and subsequently call for bids for an IT Support Service provider.
- (c) That the IPSAS Reporting Standards be implemented separately from SOLAR.
- (d) That Council requests for an extension from the office the Auditor General for the full implementation of IPSAS Reporting Standards until such time that the IT needs assessment has been completed, (highlighting that Council has an IPSAS compliant system) and a service provider has been appointed for the new period.

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11.1.27 **RESUBMITTED: AMENDMENT TO LEASE CONDITIONS:
MR QUINTON LIEBENBERG**

(C/M 2021/10/28 - 19.03.08; 13/3/12; E1/3)

RESOLVED:

<p>CO: P Acting GM: CS&HC</p>

(a) That the Council takes note of the various issues raised by Mr Q Liebenberg of The Lighthouse Group in his letters dated 10 February 2021 and 28 September 2021 in respect of the renewal of the lease period for the Strand Café.

(b) That the following be approved:

(i) **First Option to Renew the Lease Upon Expiry of the Lease Period**

Taking into account the huge financial investment made in expanding, renovating and maintaining the building and the limited lease period of 9 years 11 months to recoup the investment, Council allows a first option to renew the lease period for a further 9 years 11 months upon expiry of the current lease on 31 January 2029.

(ii) **Amended Rental Amount (Reduction)**

That Council provides a 15% discount on the rental amount as from 1 November 2021 in view of the investment which will become Council's asset upon termination of the lease.

(iii) **Value of the Building being Donated to Council**

This point relates to the rental and is covered under point (b) (ii) above.

(iv) **Rental Relief for Covid-19 Period**

That Council waives the rental for the period that the venue was closed ie 14 months and that Finance Department determines the relief that can be granted to all similar lessees.

(v) **Permitted Trading Hours**

That the lessee be allowed to trade until 02:00 in terms of their liquor licence.

Point (d) (iii) of Council's resolution passed on 28 November 2019 under item 11.1.28 be changed:

(d) *That the lease be subject to the standard conditions and the following:*

(iii) *That the lessee not operates later than 22:00*

(c) That Mr Quinton Liebenberg t/a The Lighthouse Group t/a Strand Café be requested to accept the above conditions in addition to those approved by Council on 28 November 2018 under item 11.1.28; whereafter the statutory process for the renewal be commenced with.

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11.1.28 **ERONGO RED: TRANSFER OF ERVEN 4423 AND 4470, MONDESA**

(C/M 2021/10/28 - 5/6/3, E 4423, M & E 4

CO: P
GM: EPS
Acting GM: CS&HC

RESOLVED:

- (a) That the following erven (not forming part of the Asset Transfer Agreement) be alienated to Erongo RED as indicated below:

Erf 4423, Ext 12	:	be donated as the erf was purchased and serviced by Elize Investments (Pty) Ltd who transferred to the erf to Council free of charge and at their cost.
Erf 4470, Ext 12	:	be sold at a purchase price of 120m ² x N\$200.00/m ² = N\$24 000.00.

- (b) That all costs for the transactions be for the account of Erongo RED.
- (c) That Council applies for approval from the Ministry of Urban & Rural Development in terms of Section 30 (1) (t) of the Local Authorities Act 23 of 1992, as amended to proceed with the alienation process.
- (d) That Erongo RED be requested to fence and maintain the substations.

13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

The meeting adjourned: 19:40.

Minutes to be confirmed on: 25 November 2021.

Councillor L N Kativa
MAYOR

A Benjamin
CHIEF EXECUTIVE OFFICER

10. REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETINGS HELD DURING OCTOBER AND NOVEMBER 2021

10 (A) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 28 OCTOBER 2021

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

6.1 INVITATION TO WALVIS BAY'S MAYOR'S ANNUAL FUNDRAISING DINNER

(S/M/C 2021/10/28 - 5/8/2)

RESOLVED:

CEO

(a) That approval be granted to the following delegation to attend the Walvis Bay Mayor's Annual Fundraising dinner on 30 October 2021 in Walvis Bay:

- Councillor L N Kativa : Mayor
- Councillor C-W Goldbeck : Alternate Chairperson of MC
- Councillor H Nghidipaya : Member of Council

(b) That Council purchases seats for (3) people to the amount of N\$3 000.00.

(c) That NO subsistence and travelling expenses be applicable to attend the event.

(d) That the Municipal Bus be made available to the Councillors to travel to Walvis Bay for the event.

(e) That permission be granted to Mayor to use the Mayoral vehicle and fuel card for the trip and to pledge an amount of N\$10 000.00 on behalf of Council.

(f) That the expenditure for attendance and the pledge be defrayed from the Council Publicity Vote: 101015533000 where N\$100 000.00 is available.

6.2 INVITATION TO THE MAYOR: WESTAIR AVIATION LAUNCH IN WINDHOEK

(S/M/C 2021/10/28 - 5/5/1)

RESOLVED:

CEO

(a) That permission be granted to the Mayor to attend the Westair Aviation launch on the 1st of November 2021 in Windhoek.

(b) That permission be granted to the Mayor to depart on 30 October 2021 and return on 2 November 2021 with the Driver / Traffic Officer.

(c) That special leave be granted to Ms Sofia Hansen, Traffic Officer / Driver from 30 October 2021 - 02 November 2021.

- (d) That permission be granted to use Mayoral vehicle and fuel card for the trip.
- (e) That the subsistence and travelling expense of N\$5 6980.00 be approved.
- (f) That the total expenditure be defrayed from Council's Function & Entertainment Vote where N\$45 000.00 is available.

6.3 ELECTION OF ALAN REPRESENTATIVES, REGIONAL REPRESENTATIVES AND NOMINATION OF NAMES FOR PRESIDENT AND VICE PRESIDENT OF ALAN
(S/M/C 2021/10/28 - 5/6/1)

RESOLVED:

CEO

That the following Councillors be nominated to represent Council:

- Councillor L N Kativa : Mayor
- Councillor C-W Goldbeck : Alternate Chairperson of MC
- Councillor B R Goraseb : Member of MC

10 (B) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 11 NOVEMBER 2021

2.1 MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 14 OCTOBER 2021

On proposal of Councillor C-W Goldbeck and seconded by Councillor P N Shimhanda it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 14 October 2021 be confirmed as correct.

2.2 MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 21 OCTOBER 2021

On proposal of Councillor M Henrichsen and seconded by Councillor P N Shimhanda it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 21 October 2021 be confirmed as correct.

2.3 **MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 28 OCTOBER 2021**

On proposal of Councillor C-W Goldbeck and seconded by Councillor M Henrichsen it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 28 October 2021 be confirmed as correct.

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

7.3 **SOUTHERN ENERGY COMPANY AND AVIATION FUEL LEASE AGREEMENT**

(M/C 2021/11/11 - 18/1/1/1)

RESOLVED:

GM: F
CO: P
GM: CS&HC

That the matter of the past occupation of the site without an agreement and without paying levies or rental be dealt with separately.

7.5 **REQUEST FOR AUDIENCE AND PRESENTATION TO THE MANAGEMENT COMMITTEE WITH REGARD TO THE DEVELOPMENT OF NEW PARKING SPACE ON PUBLIC OPEN SPACE IN LIEU OF PARKING PROVISION ON ERF 8926 SWAKOPMUND EXTENSION 35**

(M/C 2021/11/11 - E 8926)

RESOLVED:

GM: EPS

That the Messrs Brynard Kotze Architects be afforded the opportunity to make a presentation to the Management Committee on 25 November 2021 at 18H00.

8. **POLICY MATTERS**

8.1 **PRESENTATION: REPORT OF FEASIBILITY STUDY AND PROPOSED CONCEPT IDEA FOR THE DRC OPEN MARKET**

(M/C 2021/11/11 - E 7538)

RESOLVED:

GM: EDS

- (a) That the presentation of the report for the feasibility to construct Open Market at DRC settlement, Ext 27 Erf 7538 by Mutua Scriba Architects, be noted.
- (b) That the final report and concept idea be submitted to the next Management Committee Meeting for approval.

8.3 **REQUEST FOR DISCOUNT ON HANDED OVER ACCOUNT ERF 32
LONG ISLAND STREET - SWAKOPMUND WATERFRONT: ACCOUNT
58003200036**

(M/C 2021/11/11 - WF 32)

RESOLVED:

GM: F

That Council does not grant a 30% settlement discount to the Purchaser of Erf 32 on the handed over account balance of N\$28 590.19, of which the discount will be N\$8 577.06.

8.5 **APPLICATION FOR LAND SWAP OF ERF 9806, EXTENSION 39
SWAKOPMUND WITH ERF 9793, EXTENSION 39 SWAKOPMUND**

(M/C 2021/11/11 - E 9806, E 9793)

RESOLVED:

CO: P
GM: CS&HC

That the Acting General Manager: Corporate Services and Human Capital obtains valuations for the portion land of Erf 9806 of 416 m² in extent, before the Council Meeting.

8.6 **UPDATING OF THE BEACH, PARK AND JETTY COUNCIL
REGULATIONS**

(M/C 2021/11/11 - 1/1/2/15)

RESOLVED:

GM: EPS

That this item be referred back for consideration, broader consultation and advertising and be resubmitted to the Management Committee meeting.

8.9 **DEALER APPLICATION: MESSRS MTC NAMIBIA**

(M/C 2021/11/11 - 5/4/2/5)

RESOLVED:

GM: F

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

8.11 **PRESENTATION: THE DOME ACADEMIES: GAP YEAR PROGRAMME
2022**

(M/C 2021/11/11 - 14/2/2/1/3)

RESOLVED:

CEO
GM: EDS

That the presentation by The Dome Academies, be noted.

8.12 REPAIR AND REFURBISHMENT OF DAMAGED 240 LITERS REFUSE BINS

(M/C 2021/11/11 - 14/2/8/1)

RESOLVED:

GM: HSSWM

- (a) That the project proposal submitted by Messrs Rock Leigh Investment Close Corporation, be noted.
- (b) That the applicants be informed that Council intends to call for expression of interest for the services to repair and rehabilitate damaged wheelie bins, they will be invited to participate in the bidding process which will be open for all community members.
- (c) That the Health Services and Solid Waste Management Department makes budgetary provision in the financial year 2022 / 2023 for services to maintain refuse bins.

8.14 PROCUREMENT MANAGEMENT UNIT FIRST QUARTER REPORT 1ST JULY 2021 TO 30TH SEPTEMBER 2021

(M/C 2021/11/11 - 6/P)

RESOLVED:

CEO

That the full progress report of the bids that were awarded for the first quarter of the 2021 / 2022 financial year: July to September 2021, be noted.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 11 NOVEMBER 2021**
- 11.1.1 **FINANCIAL YEAR END - 2020 / 2021**
(C/M 2021/11/25 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.1 page 03 refers.

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

The General Manager: Finance is busy finalizing the Financial Statements for the **2020 / 2021** Financial Year for External Audit.

It is with this in mind that the General Manager: Finance is seeking Council's approval for Additional Funds for the **2020 / 2021** Financial Year.

1. ADDITIONAL FUNDS.

1.1 Lease Reserve - N\$3 000 000.00

Additional amount of **N\$3 000 000.00** is required to adequate provision for accumulated Leave value of permanent staff.

1.2 Severance Pay - N\$3 500 000.00

Additional amount of **N\$3 500 000.00** was needed to cover costs of staff who opted for Early Retirement option, during the Financial Year.

1.3 Retirement Bonuses - N\$2 000 000.00

Additional amount of **N\$2 000 000.00** was needed to cover costs of staff who opted for Early Retirement option and were paid Retirement Bonuses (Annual Bonuses).

1.4 Early Retirement Provision - N\$2 000 000.00

Additional amount of **N\$2 000 000.00** was needed to cover costs of staff who opted for Early Retirement option.

1.5 Depreciation - N\$6 100 000.00

Additional amount of **N\$6 100 000.00** will be needed to cover the costs of Depreciation.

1.6 Provision for Impairment (Bad Debts) - N\$2 000 000.00

Additional amount of **N\$2 000 000.00** will be needed to cover the costs of Impairment.

1.7 Unpaid Road Fund Administration Subsidy of 2018 / 2019 Financial Year - N\$ 2 929 000.00

Messrs RFA has committed to reimburse Council an amount of **N\$2 929 000.00**, however to date the funds has not been received.

Therefore, it is recommended that the above amount be debited against the Subsidy Budgetary Provision for the Financial Year under review.

1.8 Financial assistance to Ms AN Nangolo - N\$44 175.53

Council during 2015 granted financial assistance to Ms AN Nangolo for studies, attempts have been made to trace the Beneficiary to recover bursary cost as resolved, but to no avail.

Therefore, it is recommended that this amount be settled against Council's Accumulated Funds.

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

RECOMMENDED:

- (a) That Council approves the additional funds request amounting to N\$21 574 000.00 for the Operational Budget of 2019 / 2020 Financial Year.**
 - (b) That additional funds be funded from the surplus of the Financial Year under review.**
-

Hellao Naruseb

From: Erkenwald Khiba <ekhiba@rfanam.com.na>
Sent: Wednesday, 27 October 2021 14:47
To: Hellao Naruseb
Cc: Nehemiah Kapofi
Subject: RE: FRA Subsisy - 2018 /2019
Attachments: RE: RFA Subsidies

Good afternoon Mr Naruseb.

An amount of N\$3,404,600 is available for this FY 2021/22 subject to the Procedures Agreement and procurement processes.

Regards,

Erkenwald Khiba**Engineer**

Programme Management, Policy and Advice

Location: 21 Feld Street (Head Office)

Tel: +264-61-433-3056 | Fax: +264-61-433-3070

Email: ekhiba@rfanam.com.na | Web: www.rfanam.com.na



From: Hellao Naruseb [mailto:hnaruseb@swkmun.com.na]
Sent: Wednesday, 27 October 2021 07:44
To: Erkenwald Khiba <ekhiba@rfanam.com.na>
Subject: FRA Subsisy - 2018 /2019

Dear Mr Khiba

Good morning, as committed in the attached correspondence, kindly confirm when Council will receive the 2018 / 2019 subsidy.

**Hellao Naruseb**

**General Manager: Finance | Finance
Municipality Swakopmund**

cnr Rakotoka Street & Daniel Kamshe Avenue | Swakopmund | Erongo
Office: +264 64 410 4301 | Email: hnaruseb@swkmun.com.na

Website: www.swkmun.com.na

Thank you for considering the environmental impact of printing emails





Our ref: 13/30
Your ref: 5/6/8

Enquiries: E Khiba
Telephone: +264(61) 433 3056
E-mail: ekhiba@rfanam.com.na

Date: 7 August 2019

Mr. A. Benjamin
The Chief Executive Officer
Municipality of Swakopmund
Private Bag 13372
SWAKOPMUND

Dear Mr Benjamin

SUBJECT: ALLOCATION OF FUNDS FOR TRAFFIC LAW ENFORCEMENT FOR FINANCIAL YEAR 2019/20

Your letter dated 26 June 2019 with reference to the purchasing of patrol vehicles has the full support of the RFA. Initial feedback suggests that high performance vehicles have a positive impact on driver attitude and behaviour, resulting in safer roads. Therefore, Swakopmund Town Council can proceed to procure the three patrol vehicles, within the budget allocation of N\$3,087,166 for the 2019/20 financial year, as per the allocation letter dated 5 June 2019.

Regarding the budget allocation for the previous financial year, the RFA has unfortunately closed off its books and will not be able to avail these funds to Council in the current financial year. We recognise that Swakopmund Town Council made the necessary request for funding within the 2018/19 financial year, and for this reason, the RFA proposes that the unutilised funding be incorporated into the 2020/21 and 2021/22 budget allocations.

The RFA apologises for the inconvenience caused and sincerely hopes that this arrangement is to your satisfaction. We look forward to your fund request once the procurement has been approved.

Yours sincerely


Ali Ipinge
CHIEF EXECUTIVE OFFICER



141 / 2015

11.1.21 **MEMORANDUM OF AGREEMENT BETWEEN NAMIBIA UNIVERSITY OF SCIENCE & TECHNOLOGY AND SWAKOPMUND MUNICIPALITY**
(C/M 2015/09/24 - B 1/4/8)

RESOLVED:

- (a) That Council accepts the memorandum of agreement between Swakopmund Municipality and Namibia University of Science & Technology.
- (b) That permission be given to nominate staff members to execute exchange visits to the Polytechnic of Namibia if and when required and as approved by the Chief Executive Officer.
- (c) That subsistence and travel allowance and special leave be afforded to nominated staff members to execute the requirements as stipulated in the Memorandum of Agreement.

11.1.22 **AFFIRMATIVE ACTION COMPLIANCE CERTIFICATE - FURTHER REPORT**
(C/M 2015/09/24 - B 1/10)

RESOLVED:

That the Affirmative Action Compliance Certificate be noted.

11.1.23 **LEGAL OPINION: SALE OF ERF 1525, SWAKOPMUND TO WILDERNESS INVESTMENTS CC AND APPLICATION TO NOMINATE NOMINEES**
(C/M 2015/09/24 - E 1525)

RESOLVED:

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

11.1.24 **REQUEST FOR FINANCIAL ASSISTANCE: MS A N NANGOLO**
(C/M 2015/09/24 - D 5)

RESOLVED:

- (a) That the assistance granted to Ms A N Nangolo a third year medical student at Tambov State University in Russia with an amount of N\$53 175.53 to pay for her academic year that starts in September 2015, be condoned.
- (b) That Ms A N Nangolo be required to reimburse Council the value of the bursary once she starts working.
- (c) That an agreement be signed between Ms A N Nangolo and Council, stipulating the condition of re-payment of the loan.
- (d) That it be noted that the student did her practice at Swakopmund State Hospital for three weeks in July 2015.
- (e) That the cost be defrayed from the Debtors Vote 962031402300 where sufficient funds are available.

GRR04001
 GS660

28 October 2021

Swakopmund Municipality - PRODUCTION ***
 Trial Balance Worksheet - Actual Expenditure

Financial Year : 2021 GP to Period : 202106 All actual expenditure from 960056522100 TO 960056526900
 Structure: All Types: All COA Types: All
 Text File :

07:39:10
 Page 1

Account Number	Description	Opening Balance	Debit Amount	Credit Amount	Balance
96-00-5-85-221-00	NANGOLO - OPENING BALANCE	44,175.53			44,175.53 GP
96-00-5-85-222-00	NANGOLO - MONTHLY BILLING				GP
96-00-5-85-223-00	NANGOLO - PRIOR PERIOD CORRE				GP
96-00-5-85-224-00	NANGOLO - COLLECTIONS				GP
96-00-5-85-225-00	NANGOLO - DEBT WRITE-OFFS				GP
96-00-5-85-226-00	NANGOLO - INTEREST CHARGE				GP
96-00-5-85-227-00	NANGOLO - ACCRUED REVENUE				GP
96-00-5-85-239-00	NANGOLO - CLOSING BALANCE	44,175.53			44,175.53 GRS
NANGOLO - IMPAIRMENT					
96-00-5-85-241-00	NANGOLO: IMP - OPENING BALAN				GRS
96-00-5-85-242-00	NANGOLO: IMP - ADJUSTMENTS				GP
96-00-5-85-243-00	NANGOLO: IMP - REVERSAL				GP
96-00-5-85-249-00	NANGOLO: IMP - CLOSING BALAN				GRS
ROAD FUND ADMINISTRATION					
96-00-5-85-251-00	RFA - OPENING BALANCE	2,929,000.00			2,929,000.00 GP
96-00-5-85-252-00	RFA - MONTHLY BILLING				GP
96-00-5-85-253-00	RFA - PRIOR PERIOD CORREC &				GP
96-00-5-85-254-00	RFA - COLLECTIONS				GP
96-00-5-85-255-00	RFA - DEBT WRITE-OFFS				GP
96-00-5-85-256-00	RFA - INTEREST CHARGE				GP
96-00-5-85-257-00	RFA - ACCRUED REVENUE				GP
96-00-5-85-269-00	RFA - CLOSING BALANCE	2,929,000.00			2,929,000.00 GRS
GRAND TOTAL :		297175.53	0.00	0.00	297175.53
Balance DT:		297175.53			297175.53
Balance CT:		0.00			0.00

GRR04001
 E N D O F R E P O R T
 Trial Balance Worksheet - Actual Expenditure

28 October 2021
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SCR31002
 99560
 *** Eskapeound Municipality - PRODUCTION ***
 Budgetary Parameters
 28 October 2021 07:42:11
 Page 2

Financial Year : 2021 Period : 202106 From 9600950000 TO 9600950400
 Percentage : 0.00 % Structure: All Types: All COA Types: All Includes and Excludes

Voucher Number	Description	Budget/Control	Cost	Net Expend	YTD Movement	Balance	% Exp
						-15219.48	
96-00-7-95-041-00	EARLY RET: OPENING BALANCE			-15219.48			
96-00-7-95-042-00	EARLY RET: INCREASES						
96-00-7-95-043-00	EARLY RET: REDUCT-OVERFLOW FROM BEN				648195.11	648195.11	
96-00-7-95-044-00	EARLY RET: REDUCT-WITHOUT OVERFLOW BEN						
96-00-7-95-045-00	EARLY RET: REVERSALES						
96-00-7-95-046-00	EARLY RET: INCREASE-PASS TIME/DISC R						
	EARLY SET: CLOSING BALANCE				648195.11	648195.63	-99.99
					678529.64	-1137791.05	
				3067025.82			
				-1804920.69			

SCR31002
 *** END OF MESSAGE ***
 28 OCTOBER 2021 07:42:28

GCR31.002
GS560
Financial year : 2021 Period : 00106 Range From 00 / 00 / 00000000 To 00 / 00 / 20000000
Posting Register
Percentage: 0.00 % Structure: All Types: All COA Types: All Includes Paid Accounts

*** SWAKOPOLAND Municipality - PRODUCTION ***
28 October 2021 Page 07:40:32
13

Vatnumber	Description	Edges/Cheque	Curr Mch Expend	YTD Movement	Balance	% Exp
00-00-2-20-115-00	DISPOSAL FEES: BUSINESSES	-400000.00	-300000.00	-361000.00	-74900.00	91.27
00-00-2-20-116-00	DISPOSAL FEES: CONSUMERS	-1000000.00	-990000.00	-1030617.19	-200000.00	84.58
00-00-2-20-120-00	SALES: PROMOTIONAL ITEMS	-80000.00	-1121.75	-15734.65	7734.65	196.68
00-00-2-20-120-00	WD: STOCK					
00-00-2-20-120-00	PASSENGER FEES					
00-00-2-20-130-00	ADMINISTRATION FEES					
00-00-2-20-135-00	FINEALITIES: ILLEGAL BUILDINGS	-500000.00		-1000000.00	1000000.00	999.99
00-00-2-20-140-00	BEARAGES					
00-00-2-20-150-00	CONTRIBUTION BRONCO REG COUNCIL					
00-00-2-20-150-00	SALE OF TOKENS (PRE-PAID WATER)	-2000000.00		-551.52	-199448.48	0.27
00-00-2-20-160-00	AGENCY FEES	-450000.00		-36815.20	119000.00	145.72
00-00-2-20-160-00	ADMINISTRATION LEVY (15%)		-3341.28			
00-00-2-20-170-00	ADDITIONAL VAT CLAIM					
00-00-2-20-175-00	BURIAL FEES	-300000.00		-21750.63	-18293.37	93.91
00-00-2-20-175-00	ADMISSION FEES: WORMHORN TOWER	-500000.00		-73935.92	-200000.00	97.41
00-00-2-20-175-00	ABANDON INSPECTION FEES	-400000.00		-13140.00	2419.00	126.63
00-00-2-20-175-00	BUILDING PLAN INSPECTION FEES	-400000.00		-6350.00	-10000.00	4.39
00-00-2-20-190-00	INVENTORY STOCK: NURSERY	-190000.00				
00-00-2-20-190-00	BASIC: UNDEVELOPED SEVEN	-3100000.00		-263001.24	-444000.76	85.67
00-00-2-20-200-00	ESIC: TOWN	-5000000.00		-6973003.63	-1790000.00	120.23
00-00-2-20-210-00	REVENUE FEES					
00-00-2-20-210-00	ACTION PROCEEDS		-252000.00		5000.00	
00-00-2-20-210-00	CARRY REHABILITATION FEES					
00-00-2-20-220-00	OUTSOURCE GYM	-48000.00				
00-00-2-20-220-00	OUTSOURCE SWIM					
00-00-2-20-230-00	RENTAL: MARKET STALLS					
00-00-2-20-230-00	SHARE OF SUPP/REF ATR TO ASSOCIATE					
00-00-2-20-240-00	SERVICE CHARGES SEMI PURIFIED WATER					
00-00-2-20-245-00	SERVICE CHARGES WATER					
00-00-2-20-250-00	SERVICE CHARGES WASTE WATER MANAGEMENT					
00-00-2-20-250-00	SERVICE CHARGES GUNORI					
00-00-2-20-260-00	INTEREST ON HOUSING LOANS					
00-00-2-20-270-00	INTEREST ON HOUSING LOANS					
00-00-2-20-275-00	RENTS: VET TRAINING LEVY					
00-00-2-20-280-00						
SUB-TOTAL: GENERAL INCOME		-28500140.00	-2423405.76	-26938903.27	-2012208.73	89.11
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11.1.2 **RENOVATION OF ABLUTION FACILITIES AT CLEANSING SECTION REST-ROOMS**

(C/M 2021/11/25 - Erf 1596)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.2 page 13 refers.

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

The Cleansing rest-rooms situated on Erf 1596 need urgent structural remedial repairs due to soil movement. This has resulted in the rest-rooms becoming unstable and therefore posing a risk of collapsing. It is important to note that the facility consisting of restrooms, garages and offices were constructed on refuse damp. The building has started to collapse and has become a hazard for habitation.

An amount of N\$3 185 000.00 was budgeted to renovate the building. However, before renovation started Windhoek Consulting Engineers (WCE) were appointed to conduct a study of the soundness of the existing building and infrastructure on Erf 1596, Swakopmund. The assignment to Windhoek Consulting Engineers included the making of cost-estimates of the funds needed for the preliminary construction of infrastructure for use by staff members of the Cleansing Section.

Below is the breakdown of costs for the renovation of ablution facilities:

ITEM 1 : ABLUTION RENOVATIONS		
Item	Description	Amount
1.1	Demolitions of existing Structure	227,500.00
1.2	Shoring and lateral support to existing structure	86,560.00
1.3	Earthworks	78,923.00
1.4	Ventilated Raft Foundation Surface beds	346,280.00
1.5	Superstructure	910,000.00
1.6	Windows, Doors and Tiling	328,860.00
1.7	Plumbing and Drainage	94,500.00
1.8	Electrical	40,000.00
1.8	TOTAL A	2,112,623.00
1.9	10%P&G	211,262.30
1.10	TOTAL B	2,323,885.30
1.11	10% CONTINGENCIES	232,388.53
1.12	TOTAL C	2,556,273.83
1.13	15% VAT	383,441.07
1.14	TOTAL D	2,939,714.90

The Management Meeting on **16 September 2021**, under item 8.6, *inter alia* resolved as follows:

- (a) That this item be referred back for the Health Services and Solid Waste Management Department to indicate the immediate needs.

The Health Services & Solid Waste Management Department therefore has a budget deficit of N\$300 000.00, due to the consultation fee charged by the consultant(s). The Management Committee was therefore requested to source for additional funds in order to increase the Capital Budget for the completion of the preliminary phase of the

project at Erf 1596. Alternatively start with the project utilizing the current funds and additional funds to be allocated in the next financial year.

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

RECOMMENDED:

- (a) That Council approves additional funds for the completion of the preliminary phase of the construction project at Erf 1596, Swakopmund.
 - (b) That the General Manager: Finance provides funds amounting to N\$300 000.00 for the completion of the preliminary phase of the construction project at Erf 1596, Swakopmund.
-

11.1.3 **SOUTHERN ENERGY COMPANY AND AVIATION FUEL LEASE AGREEMENT**

(C/M 2021/11/25 - 18/1/1/1)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.3 page 15 refers.

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

The Management Committee on **29 July 2021**, under item 11.1.18 resolved the following:

- (a) *That the Lease Agreement (on file) be approved in principle.*
- (b) *That the General Manager: Finance calculates the appropriate amount to be levied in respect of arrear rental for the occupation of the site and royalties since 2010 and that the Lessee be requested to make acceptable arrangements for the payment of the resulting amount.*
- (c) *That once Agreement has been reached on the payment of the amount in (b) above, an Environmental Clearance Certificate is in place, and the necessary changes have been made, the Lease Agreement (on file) be signed.*
- (d) *That the company provides Council with the quantities of fuel dispensed from commencement of operations to date.*

Referring to the attached (**Annexure "A"**) correspondence, the purpose of this submission is to alert Council to consider the below recommendation in response to the Clients plea. The current rate charge of Hangars is **N\$4.44** per square for private use and **N\$5.68** per square for commercial use, excluding VAT.

Our Aerodrome team also contacted Aerodromes where Messrs Southern Energy Company is conducting similar services and the attached (**Annexure "B"**) e-mail correspondences were received. Tentatively, Council can request for an audience with Messrs Southern Energy Company for further clarity on the levy payable.

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

RECOMMENDED:

- (a) That Council repeal points (b) and (d) of its resolution of 29 July 2021.**

(b) That the General Manager: Finance calculates the appropriate amount to be levied in respect of arrear rental for the occupation of the site and royalties since 2010 and that the Lessee be requested to make acceptable arrangements for the payment of the resulting amount.

(d) That the company provides Council with the quantities of fuel dispensed from commencement of operations to date.

- (b) That Messrs Southern Energy Company pays the same lease amounts as currently paid by commercial Hangar Owners.**
- (c) That Council accepts the offer of N\$0.036 per litre to be paid by Messrs Southern Energy Company for quantities of fuel dispensed.**



Southern Energy Company

ANNEXURE "A"

Tel: +264 64 20 3951 Fax: +264 64 20 7623 email: fuel@sec.com.na address: P O Box 86724 Eros

6 October 2021

Mr H !Naruseb

General Manager: Finance

Municipality of Swakopmund

Swakopmund

Dear Mr !Naruseb

LEASE AGREEMENT: AVIATION FUEL

We acknowledge receipt of your letter dated 20th September 2021 and note the Resolution taken by Council on 29th July 2021.

At the outset we want to stress that it is our firm intention to continue to co-operate fully with the Municipality of Swakopmund in offering aviation refuelling services at the airfield, mindful of the fact that the availability of aviation fuel is vitally important to the aviation community in Swakopmund.

During the past ten years we have had a number of interactions with the Municipality regarding the fuel installation including the time when SEC spent a large amount to upgrade the main apron area, when we arranged to have paving laid down in front of the facilities, when we sought permission to move the fence in order to improve access to the JET fuel installation etc. During all of this time, we were never once told that the Municipality wants to change the arrangement which had been in place, namely that SEC would not be billed rental for occupying the site.

We respectfully ask that you note that SEC has for a number of years now tried to conclude a renewal agreement with the Municipality and have addressed a number of letters to yourselves in order to conclude a new definitive agreement. Unfortunately, we had, prior to the letter of 20th September 2021 not had any reply to our communications.

It was therefore with some distress that we learnt of Council's suggestion that SEC should be held responsible for "arrear rental for the occupation of the site and royalties since 2010".

Directors: R J Marnitz (Chairman); G D Sayce, D J du Preez
Southern Energy Company (Pty) Ltd, Reg No. 2007/0199

SEC would like to place on record that we are perfectly willing to pay a reasonable rent for the site and would also be willing to pay a "throughput fee" or royalty, based on the volume of fuel dispensed at the airfield. However, to be asked retrospectively to pay rent and fees going back more than ten years is patently unreasonable, in view of the following facts:


- 1) When SEC bought the refueling business from the previous concessionaire, we simply continued with the arrangement that had been in place.
- 2) The previous operator at the airfield, Mr Brian Roos, continued with the arrangement and when Swakopmund Municipality took the airfield back from Mr Roos, again there was no change in the arrangement which allowed SEC to occupy the site at no rent, presumably on the basis that it was providing an essential service to the aviation community and was in the interest of supporting tourism at the coast.
- 3) During all this time, SEC never once defaulted, since it **never received an invoice** nor was it ever asked to pay any amount. In fact, our efforts to formally record the *de facto* arrangement were ignored.
- 4) We operated during the past number of years in terms of what we believe we are entitled to regard as a **tacit agreement** between SEC and the Municipality.
- 5) Our pricing model to our clients is based on calculating all our costs and then adding an amount representing a return on capital invested. Had we been required to pay a land lease amount, we would have added that amount into our calculations and recovered same from the buyers of fuel, which is exactly what we will do going forward once we have agreed the terms with the Municipality. It should be quite obvious that it would be totally impossible now to go back and recover any additional costs imposed by the Municipality from our historic customers. Quite simply, it would be impossible for SEC to recover any "back charges". To add "historic amounts" to the new fuel price which would cover Municipal costs going forward, would be to place an unbearable burden on the aviation sector which is already in dire straits due to the Covid pandemic and the resultant devastation of the tourism business.

In view of the above we respectfully request that we enter into a new agreement with the Municipality according to which SEC will pay a land lease amount, based on the area occupied, as well as a throughput fee per litre of fuel dispensed which we propose should be in line with what SEC pays at other Namibian Airports Company airports.

Consequently, SEC offers to pay the average rent per square meter which the other tenants at the airport are paying, plus a throughput fee of N\$ 0.036 cents per litre.

We urge the Municipality to understand our position and look forward to acceptance of our proposal in order that SEC may continue to provide a vital service to the aviation community on a basis which makes reasonable commercial sense for all concerned.

Yours faithfully



D du Preez
Director

From: Hellao Naruseb <hnaruseb@swk...>
Sent: 26 October 2021 08:32 AM
To: Gerhard Kotzee <gkotzee@swkmun.com.na>; Lukas Kahuika <lkahuika@swkmun.com.na>
Cc: Alina Flower N. Shikongo <ashikongo@swkmun.com.na>
Subject: Re: Fuel Dispense Levy

ANNEXURE "B"

Dear Mr Kotze

Good morning, please be so kind and follow up for us on the requested information.

Hellao Naruseb | General Manager: Finance | Finance | 4301

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From: Gerhard Kotzee <gkotzee@swkmun.com.na>
Sent: Thursday, October 21, 2021 1:00:38 PM
To: Hellao Naruseb <hnaruseb@swkmun.com.na>; Lukas Kahuika <lkahuika@swkmun.com.na>
Cc: Alina Flower N. Shikongo <ashikongo@swkmun.com.na>
Subject: RE: Fuel Dispense Levy

Dear Sir,

We already was in contact with Mr Pule (Hosea) and Ms George (Wvb) and waiting for their feedback with something in writhing. At this stage from our telephonically conversation is that Hosea charge N\$ 0.04 and Wvb N\$ 0.02. per litre on an annual basis

Gerhard Kotzee | Airport Superintendent | Engineering & Planning Services | 3108

From: Hellao Naruseb
Sent: 21 October 2021 10:44 AM
To: Lukas Kahuika; Gerhard Kotzee
Cc: Alina Flower N. Shikongo
Subject: Fuel Dispense Levy

Dear Colleagues

Good morning, please be so kind and find out for me how much dispense levy (N\$) Messrs Southern Energy Company is paying at other Aerodromes they are operating for fuel dispense per litre.

This information is needed for Management Committee submission.

Hellao Naruseb | General Manager: Finance | Finance | 4301

11.1.4 **REINSTATEMENT OF OVAHIMBA CULTURAL GROUP AT THE MARTIN LUTHER HISTORICAL SITE**
(C/M 2021/11/25 - 13/3/1/13)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.4 page 19 refers.

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

Introduction

This item is submitted to Council to consider the request for Ovahimba Cultural group to be re-instated at Ovahimba Cultural Village at Martin Luther Historical Site.

Background

During 2016, the Ovahimba Cultural Group under the leadership of Mr Tjambiru approached the Municipality of Swakopmund for a place to lease where they can display their cultural products to tourists visiting Swakopmund.

After discussing the application made by Ovahimba Cultural Group, Council on **28 July 2016** under item 11.1.12 resolved the following:

- (a) *That Council approves the lease of an area measuring 900m² as indicated Annexure "A"(on file) to the Ovahimba Cultural Group listed below and under the leadership of Mr Marikondjo Tjambiru (ID 781025 0011 5):*
1. *Uamuuaike Tjambiru (ID 940728 0088 0)*
 2. *Unyenja Tjisemo (ID 950302 0096 7)*
 3. *Kavii Tjirambi (ID 920202 0258 1)*
 4. *Tjokuryaouvisema Tjivii (ID 921010 0166 7)*
 5. *Tukumbakuje Rutjindo (ID 890321 0139 0)*
 6. *Vekarwavi Mbenge (ID 910101 50129 4)*
 7. *Kaveturire Tjjerwa (ID not listed)*
 8. *Marikondjo Tjambiru (ID 781025 0011 5)*
- (b) *That access and egress to and from the lease area be from the traffic circle on trunk road 2/2 and that the Traffic Section and Engineering Services Department provides road safety signs (where necessary).*
- (c) *That group takes note that there are no service connection points on site (water & electricity).*
- (d) *That Council takes note that Mr Marikondjo Tjambiru accepted responsibility for the management of the group and for payment of all costs related to the lease, such as the compilation of a lease agreement, payment of a deposit and payment of the monthly rental.*
- (e) *That the area be used solely for the following activities: dancing, singing, drum playing, weaving and creation of traditional items such as baskets and preparing of traditional food on open fire (see point (j) (iii) below).*
- (f) *That the rental be determined at N\$0.45c/m², it is 900m² x N\$0.45c = N\$405.00 + 15% VAT in the amount of N\$60.75 which amounts to 465.75 / month with an annual escalation applicable on 1 July 2017.*
- (g) *That a lease period of 9 years 11 months be approved commencing after approval has been obtained as per point (h) below and per point (i) (vii).*
- (h) *That since the lease portion is located on undivided townlands, approval be obtained for from the Ministry of Urban & Rural Development to proceed with the lease*

agreement in terms of section 30 (1) (t) of the Local Authorities Act 23 of 1992, as amended.

- (i) That the following conditions be applicable:
- (i) That a payment equal to one month's rental amount be paid as deposit (exclusive of 15% VAT).
 - (ii) That Council be indemnified against any claims.
 - (iii) That a 3-month termination period be applicable for both parties.
 - (iv) That no construction of permanent structures (a permanent structure is any type of roof whether it's cardboard, netting, asbestos or iron with a cement floor.), be allowed. Any temporary structures erected on the lease area shall be constructed to the satisfaction of the Engineering Services Department and be aesthetically acceptable.
 - (v) That no subletting be allowed.
 - (vi) That the lease agreement is not transferable and will not form part of an estate.
 - (vii) That the commencement date be the date of signing the lease agreement.
 - (viii) That the lessee complies with all conditions laid down by the Engineering Services Department and the Health Services Department in terms of the Building Regulations and the Health Regulations of Council, as well as all other relevant municipal regulations.
 - (ix) That Council at all reasonable time have the right of access to the lease property for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with.
 - (x) That in the event of the breach of any of the conditions of the lease, the lease agreement may be cancelled at the entire discretion of Council by giving 30 days' notice in writing to the lessee.
 - (xi) That in the event of termination of the lease agreement, the lessee shall have no claim for compensation in respect of any improvements effected on the lease area.
- (j) That in addition to the above, the following health requirements be complied with and provided by the group:
1. Provision of approved ablution facilities (to be considered as 1 of the sites for enviro loo).
 2. Access to potable water (such as 100 litres containers).
 3. Open fire is done in a manner approved by Fire Chief and only for display of cultural activities.
 4. That the activity is registered as a Tourist Industry and with the Health Services Department of the Swakopmund Municipality.
 5. That the General Manager: Engineering Services make provision for Access Route to and from the lease area.
 6. The keeping and slaughtering of animals are not allowed.
- (k) That the area be extended to cultural areas and that the additional ablution facilities be a joined effort of the groups and the Municipality.

Subsequent to the above resolution, the group was requested to sign the lease agreement for the area but this was never signed till date. In addition, the group could not pay the rent for the area as per resolution above and as Mr. Tjambiru applied for reduction of rental fees during April 2018 since the anticipated village was still not operational. In light thereof the Management Committee on **09 August 2018** resolved as follows:

- (a) That the Engineering Services Department erects a direction / information sign at the Cultural Village.
- (b) That the Acting General Manager: Corporate Services invites Mr M Tjambiru for an audience with the Management Committee.
- (c) That the General Manager: Community Development Services arranges a meeting with Mr M Tjambiru to determine the possible assistance Council can give to the project.

While finding ways and means to determine how the Municipality could assist to start the project, Economic Development Services Department engaged the group and learned that there is a disagreement between the Ovahimba Cultural Group members which was the main cause for deterring the commencement of the project. In the absence of proper leadership structures, members therefore failed

to reach consensus regarding the management of the funds to be derived from the project.

As a result of ongoing disputes, Mr. Tjambiru was invited to make a presentation to Special Management Committee on **11 September 2018** which resolved as follows:

- (a) *That the presentation by Ovahimba Cultural Group, be noted.*
- (b) *That the General Manager: Community Development Department establishes a committee to assist with project implementation.*
- (c) *That Mr M Tjambiru be advised to seek assistance from the Office of the Deputy Prime Minister, Directorate of Marginalized Communities, regarding the project.*
- (d) *That the offer by Councillor U Kaapehi to assist with the unification of various ovahimba cultural groups be accepted.*
- (e) *That the rental amount be waived until 31 December 2018 and that the lessee must provide feedback on a 6 monthly basis until the project is self-sustaining.*

In an effort to implement point (b) of the Management Committee resolution, the Economic Development Officer had a brief discussion with Hon Kaapehi to determine the status quo regarding the unification of the Ovahimba Cultural Group. Council Kaapehi stated that the conflict that existed particularly, between the leader of the Ovahimba Cultural Group (Mr. Tjambiru) and his members was addressed with the assistance of the office of the Governor. He further advised that a new coordination committee was established. A meeting was held with the proposed coordination committee on **07 November 2018**.

After discussing the matter at the office of the Governor and with the aim to find an amicable solution to the existing conflict between group members and Mr. Tjambiru, another meeting was held on 26 January 2019. This meeting was organised by the Office of the Governor who invited Honorable Uahimisa Kaapehi, Municipality officials and Ovahimba Community in Swakopmund. The aim of the meeting was to provide a platform for Ovahimba Community to affirm the proposed committee or elect a new representative body which will spearhead the activities of the cultural village. Mr. Tjambiru was also invited to this meeting however he did not attend. At this meeting all members agreed to establish a committee that is inclusive of representatives from Ovahimba, Ovatua, Ovatjimba and Ovazemba cultural groups in order to display diversity of these cultures at the Himba Cultural Village.

The following are the committee members that were elected with their designated roles.

1.	<i>Tjijerua Kavetuure</i>	:	<i>Chairperson</i>
2.	<i>Ngombe Uakurupa</i>	:	<i>Vice Chairperson</i>
3.	<i>Mr. Mupuraa Nguetinda</i>	:	<i>Secretary</i>
4.	<i>Ms. Musutua Uaundjatjo</i>	:	<i>Deputy Secretary</i>
5.	<i>Mr. Hembinda Kazepu</i>	:	<i>Treasury</i>
6.	<i>Ms. Musutua Katjiyaruka</i>	:	<i>Vice Treasury</i>
7.	<i>Ms. Kae Maetekuapi</i>	:	<i>Additional member</i>
8.	<i>Ms. Julia Kandimba</i>	:	<i>Additional member</i>

Mr. Tjambiru opposed the elected committee members, arguing that they did not contribute to the development of the site hence have no

right to be at the site. Although, the initiative to establish Ovahimba Cultural Village was initiated by Mr. Tjambiru with 8 group members of Ovahimba community in Swakopmund in 2016, apart from Mr. Tjambiru, only three members viz. **Kaveturire Tjierwa, Uamuuaike Tjambiru & Unyenja Tjisemo** still reside in Swakopmund while the rest of the group left town long time ago.

Several meetings were held to find the amicable solution the infights of the Ovahimba Cultural Group but all efforts proved futile. Subsequently, Council on **29 August 2019** while discussing the matter under item 11.1.1 resolved that:

- (a) *That the current lease agreement entered between Council and the Ovahimba Cultural Group be cancelled.*
- (b) *That the Ovahimba Cultural Group be advised to finalize their leadership constitution within three (3)*

The last meeting held with the group was on 01 October 2020 where the two groups (one group is led by Mr M. Tjambiru & the other by Mr. K Tjierua) were invited to resolve their conflicts and find the best way forward. The meeting agreed that a new Steering Committee for the Ovahimba Cultural Village be formed comprising of 10 members of which Mr. Tjambiru is Chairperson while Mr. Tjierua is the Deputy Chairperson. It was further agreed that a gender balanced equal representation from both groups be selected. The two leaders were thus informed to select their committee members and submit the names to the Economic Development Officer so that the committee can be approved by Council.

The meeting also recommended that all the old procedures be reviewed by the newly elected committee members so that they can draw up a constitution in order to have the group registered. Unfortunately, letters dated **14 and 16 October 2020**, were again received from Mr. Tjambiru, in which he rejects the new committee members to the project, alleging that they violated article 4 of the Ovahimba Constitution. This constitution was allegedly compiled solely by Mr. Tjambiru without consent of the other members.

On **21 October 2020**, another letter was received from Eonga Traditional Group which is alleging that they as a group representing Ovatusa, Ovahimba and Ovatjimba residing in DRC informal settlement, use to perform cultural dances at the Ovahimba Cultural village at Martin Luther site. They further alleged that the committee that was spearheading the operation of the village was not transparent. They performed at the cultural village but they were not compensated, and the money seems to have disappeared. They are therefore requesting for election so they can vote for the leadership of their choice.

On **26 October 2020**, a letter was received from Mr. Tjierua in which he stated that they had arranged a meeting with Mr Tjambiru on **03 October 2020** to elect new members as per the recommendation of the meeting held on 01 October 2020. He alleged that Mr Tjambiru refused to have meeting with them stating that he is not ready to take

on new members and he ordered them not to enter the cultural village until further notice.

From the above narration & background, it was concluded that the existing fights and conflict among the Ovahimba Cultural groups remains unresolved. As such, it was suggested to Council that the land on which cultural village is, be revoked from the group and the whole land be subdivided to allow development of a cultural centre in future, in which all the cultures can be allocated a portion to display their products & artefacts. In light thereof, Council on **28 January 2021** resolved as follows:

- (a) *That the Council revokes the utilization of the land of the Ovahimba Cultural Village.*
- (b) *That both groups (Mr Tjambiru and Mr Tjijerua) be informed of the Council decision and advised to remove the structures and vacate the area.*
- (c) *That the General Manager: Economic Development Services plans for the demarcation of land earmarked for the Cultural Center.*
- (d) *That once the area has been demarcated, invitations for expression of interest from different cultural groups / cooperatives / individuals that want to lease a portion in the center, be compiled.*

Mr Tjambiru however remains adamant to keep the Ovahimba cultural village; and submitted a letter dated **11 October 2021** (attached) in which he is making reference to a meeting held with the Governor of Erongo Region and the Mayor of Swakopmund. In the letter, he states that the Ovahimba Cultural group would like to continue with its operations at the cultural village site under the current management. It is however not clear which management is being referred to by Mr Tjambiru since the committee elected last year were rejected by him.

The application of Mr Tjambiru to continue with the envisaged Ovahimba cultural village is thus re-submitted for consideration.

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

RECOMMENDED:

- (a) **That Council remains with its resolutions taken on 28 January 2021, under item 11.1.1 amended as below:**
 - (a) *That the Council revokes the utilization of the land of the Ovahimba Cultural Village.*
 - (b) *That the General Manager: Economic Development Services plans for the demarcation of land earmarked for the Cultural Center.*
 - (c) *That once the area has been demarcated, invitations for expression of interest from different cultural groups / cooperatives / individuals that want to lease a portion in the center, be compiled.*
 - (b) **That the parties be informed that if the issues between them are not resolved by the closing date of the Request for Sealed Quotations, the structures must be removed.**
-

Ovahimba Cultural Group
Marikondjo Tjambiru
Contact: +264 81 2089130
Swakopmund

Municipality of Swakopmund
P.O. Box 53
Swakopmund



ANNEXURE "B"

11 October 2021

To: The Mayor, Ms. Louisa Kativa

RE: Re-instatement of the Ovahimba Cultural Group

Dear Madam

With reference to the meeting held with your Worship, Ms. L. Kativa office, the honourable Governor Mr. N.A. Itope, Swapo Co-ordinator Mr. D. Muhuurua and myself, Mr. Tjambiru founder of the Ovahimba Cultural Group, I herewith reconfirm that a decision was made for the Ovahimba Cultural Group to continue its operations next to the Martin Luther Monument in Swakopmund.

Your worship, Ms. Kativa also mentioned that the Municipality of Swakopmund would like to make use of this idea by inviting other cultures to present their cultures the same way as at the Ovahimba Village. As a founder of the Ovahimba Cultural Group, I only approve of this idea if the Ovahimba Cultural Group may continue its operations and with its own management, of which the municipality is in possession of the current list of members.

I would like her worship and myself as founder to agree that the Ovahimba Cultural Group will not fall under the municipal management of Swakopmund.

I trust that the above will be well received and that your Worship, Ms Kativa will be in agreement with the possible above arrangement.

For further queries or discussions please do not hesitate to contact me.

Yours faithfully,

A handwritten signature in black ink, appearing to read "M. Tjambiru", written over a horizontal line.

Mr. Marikondjo Tjambiru



11.1.5 SWAKOPMUND COASTLINE PROTECTION IMPLEMENTATION PLAN

(C/M 2021/11/25 - 16/1/3/2, 14/2/9/5)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.6 page 29 refers.

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

BACKGROUND

A coastline vulnerability assessment study was conducted by a group of multi-disciplinary professionals under the company WML (Coast) Consulting Engineers. The objective of the study was for the Consultants to develop a strategy on how Council will improve coastal resilience by improving coastal defence system for Swakopmund.

The coastline was divided into 44 Coastal Management Units (CMUs). The vulnerability of each CMU categorized from high risk to low-risk areas.

The Management Committee on **14 October 2021**, under item 8.4 resolved following:

- (a) That the presentation by Consultants of WML (Coast) Consulting Engineers (Pty) Ltd regarding the project findings and final report to the Management Committee, be noted.
- (b) That the General Manager: Engineering and Planning Services submits an implementation plan accordingly.

Therefore, the 5-year implementation plan is derived from the recommendations made by the Consultant in regards to the corrective measures that can be implemented to protect the Swakopmund Coastline. The implementation plan gives priority to the CMU's that were considered high risk to medium risk areas, which needs immediate intervention by Council.

The following table list 4 CMU's that is categorized between medium to low risks:

IMPLEMENTATION PLAN

YEAR 1 (2022 – 2023)				
Area	Activity / Action	Length (m)	Cost per Meter	Total Estimated Budget N\$
CMU 6, 8, 31 & 39	Designs	N/A	N/A	N\$2,583,000.00
	Environmental Impact Assessment	N/A	N/A	N\$350 000.00
CMU 12 & 13	A tide gauge Wind anemometer	N/A	N/A	N\$200 000.00
YEAR 2 (2023 - 2024)				
Area	Activity / Action	Length (m)	Cost per Meter	Total Estimated Budget N\$
CMU 8	Revetment		N\$ 50 000	7,500,000.00

	Groyne (Alternative)	150	N\$130 000	19,500,000.00
YEAR 3 (2024 – 2025)				
Area	Activity / Action	Length (m)	Cost per Meter	Total Estimated Budget N\$
CMU 39	Nearshore reef breaker	210	N\$30 000	6,300,000.00
YEAR 4 (2025 -2026)				
Area	Activity / Action	Length (m)	Cost per Meter	Total Estimated Budget N\$
CMU 6	Revetment	270	N\$ 50 000	13,500,000.00
CMU 31	Nearshore reef breaker	70	N\$30 000	2,100,00.00
YEAR 5 (2026-2027)				
Area	Activity / Action	Length (m)	Cost per Meter	Total Estimated Budget N\$
CMU 12 & 14	Environmental Management Plan	N/A	N/A	150 000.00
CMU 12	Revetment (upgrading existing breakwater)	120	N\$25 000	3,000,000.00
CMU 14	Sea wall (incorporating a promenade)	150	N\$50 000	7,500,000.00

CONCLUSION

Multiple locations were identified as areas where it will be imposable to implement any soft or hard engineering initiatives and therefore Council is advised to stay away and remain far away from the shoreline, by establishing a setback line and to move or relocate infrastructures already on these areas. CMU's 1-3.

The Council therefore have to consider the possibility of buying back property from private individuals in the far future to prevent the possibility of any serious damage to property or safety risks that might not be prevented in future. (**Attached** map layout)

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

RECOMMENDED:

- (a) That the Swakopmund Coastline Protection Implementation Plan be approved.
- (b) That the General Manager: Engineering & Planning Services makes sufficient budgetary provisions for the implementation of the plan according to the phases indicated below, subject to review.

Phase	Estimated Budget
Year 1 (2022 -2023)	N\$3 133 000.00
Year 2 (2023-2024)	N\$7 500 000.00
Year 3 (2024-2025)	N\$6 300 000.00
Year 4 (2025-2026)	N\$15 600 000.00
Year 5 (2026-2027)	N\$10 650 000.00



NO.	SECTION	START POINT	END POINT	AREA (sqm)	PERCENTAGE	SCORE	STATUS
1	1	0+00	0+10	100	1.0	1.0	High
2	2	0+10	0+20	100	1.0	1.0	High
3	3	0+20	0+30	100	1.0	1.0	High
4	4	0+30	0+40	100	1.0	1.0	High
5	5	0+40	0+50	100	1.0	1.0	High
6	6	0+50	0+60	100	1.0	1.0	High
7	7	0+60	0+70	100	1.0	1.0	High
8	8	0+70	0+80	100	1.0	1.0	High
9	9	0+80	0+90	100	1.0	1.0	High
10	10	0+90	1+00	100	1.0	1.0	High
11	11	1+00	1+10	100	1.0	1.0	High
12	12	1+10	1+20	100	1.0	1.0	High
13	13	1+20	1+30	100	1.0	1.0	High
14	14	1+30	1+40	100	1.0	1.0	High
15	15	1+40	1+50	100	1.0	1.0	High
16	16	1+50	1+60	100	1.0	1.0	High
17	17	1+60	1+70	100	1.0	1.0	High
18	18	1+70	1+80	100	1.0	1.0	High
19	19	1+80	1+90	100	1.0	1.0	High
20	20	1+90	2+00	100	1.0	1.0	High
21	21	2+00	2+10	100	1.0	1.0	High
22	22	2+10	2+20	100	1.0	1.0	High
23	23	2+20	2+30	100	1.0	1.0	High
24	24	2+30	2+40	100	1.0	1.0	High
25	25	2+40	2+50	100	1.0	1.0	High
26	26	2+50	2+60	100	1.0	1.0	High
27	27	2+60	2+70	100	1.0	1.0	High
28	28	2+70	2+80	100	1.0	1.0	High
29	29	2+80	2+90	100	1.0	1.0	High
30	30	2+90	3+00	100	1.0	1.0	High
31	31	3+00	3+10	100	1.0	1.0	High
32	32	3+10	3+20	100	1.0	1.0	High
33	33	3+20	3+30	100	1.0	1.0	High
34	34	3+30	3+40	100	1.0	1.0	High
35	35	3+40	3+50	100	1.0	1.0	High
36	36	3+50	3+60	100	1.0	1.0	High
37	37	3+60	3+70	100	1.0	1.0	High
38	38	3+70	3+80	100	1.0	1.0	High
39	39	3+80	3+90	100	1.0	1.0	High
40	40	3+90	4+00	100	1.0	1.0	High
41	41	4+00	4+10	100	1.0	1.0	High
42	42	4+10	4+20	100	1.0	1.0	High
43	43	4+20	4+30	100	1.0	1.0	High
44	44	4+30	4+40	100	1.0	1.0	High
45	45	4+40	4+50	100	1.0	1.0	High
46	46	4+50	4+60	100	1.0	1.0	High
47	47	4+60	4+70	100	1.0	1.0	High
48	48	4+70	4+80	100	1.0	1.0	High
49	49	4+80	4+90	100	1.0	1.0	High
50	50	4+90	5+00	100	1.0	1.0	High
51	51	5+00	5+10	100	1.0	1.0	High
52	52	5+10	5+20	100	1.0	1.0	High
53	53	5+20	5+30	100	1.0	1.0	High
54	54	5+30	5+40	100	1.0	1.0	High
55	55	5+40	5+50	100	1.0	1.0	High
56	56	5+50	5+60	100	1.0	1.0	High
57	57	5+60	5+70	100	1.0	1.0	High
58	58	5+70	5+80	100	1.0	1.0	High
59	59	5+80	5+90	100	1.0	1.0	High
60	60	5+90	6+00	100	1.0	1.0	High
61	61	6+00	6+10	100	1.0	1.0	High
62	62	6+10	6+20	100	1.0	1.0	High
63	63	6+20	6+30	100	1.0	1.0	High
64	64	6+30	6+40	100	1.0	1.0	High
65	65	6+40	6+50	100	1.0	1.0	High
66	66	6+50	6+60	100	1.0	1.0	High
67	67	6+60	6+70	100	1.0	1.0	High
68	68	6+70	6+80	100	1.0	1.0	High
69	69	6+80	6+90	100	1.0	1.0	High
70	70	6+90	7+00	100	1.0	1.0	High
71	71	7+00	7+10	100	1.0	1.0	High
72	72	7+10	7+20	100	1.0	1.0	High
73	73	7+20	7+30	100	1.0	1.0	High
74	74	7+30	7+40	100	1.0	1.0	High
75	75	7+40	7+50	100	1.0	1.0	High
76	76	7+50	7+60	100	1.0	1.0	High
77	77	7+60	7+70	100	1.0	1.0	High
78	78	7+70	7+80	100	1.0	1.0	High
79	79	7+80	7+90	100	1.0	1.0	High
80	80	7+90	8+00	100	1.0	1.0	High
81	81	8+00	8+10	100	1.0	1.0	High
82	82	8+10	8+20	100	1.0	1.0	High
83	83	8+20	8+30	100	1.0	1.0	High
84	84	8+30	8+40	100	1.0	1.0	High
85	85	8+40	8+50	100	1.0	1.0	High
86	86	8+50	8+60	100	1.0	1.0	High
87	87	8+60	8+70	100	1.0	1.0	High
88	88	8+70	8+80	100	1.0	1.0	High
89	89	8+80	8+90	100	1.0	1.0	High
90	90	8+90	9+00	100	1.0	1.0	High
91	91	9+00	9+10	100	1.0	1.0	High
92	92	9+10	9+20	100	1.0	1.0	High
93	93	9+20	9+30	100	1.0	1.0	High
94	94	9+30	9+40	100	1.0	1.0	High
95	95	9+40	9+50	100	1.0	1.0	High
96	96	9+50	9+60	100	1.0	1.0	High
97	97	9+60	9+70	100	1.0	1.0	High
98	98	9+70	9+80	100	1.0	1.0	High
99	99	9+80	9+90	100	1.0	1.0	High
100	100	9+90	10+00	100	1.0	1.0	High

CLIENT


CONSULTANT




Project: 001 - Kawarua / Makutu (Phase 2) [2012-2021]
 Scale: 1:2000
 Date: 4 October 2021

DRAWING NUMBER
201212401

DATE
4 October 2021



DRAWING NAME
Coastal Management Unit (CMU) Risk Score and Interim Options

PROJECT
Seawall and Coastal Vulnerability Study

11.1.6 **RECTIFICATION OF COUNCIL RESOLUTION: ITEM 11.1.12 OF 25 MARCH 2021**
(C/M 2021/11/25 - M4 E 40)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.7 page 32 refers.

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

1. Purpose

The purpose of this submission is for Council to revise the Council Resolution of **25 March 2021**, under item 11.1.21, specifically point (b).

2. Introduction and Background

Council at its ordinary meeting held on the **25th March 2021** approved an application from van der Westhuizen Town Planning and Properties, for the Subdivision of Abalone Avenue into Portion A and Remainder Street, the Permanent closure of a portion of Abalone Avenue Myl 4 as street in accordance with Section 50 of the Local Authorities Act, 1992 (Act 23 of 1992), and subsequent Consolidation of Portion A with Erf 40 Myl 4 into Erf "X".

The application was submitted to the Urban and Regional Planning Board for approval. It was however referred back as point (b) of item number 11.1.21 made reference to a wrong zoning. In terms of the aforesaid Council Resolution, point (b) reads as follow:

(b) That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a public open space be approved, and,

Instead of

That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a "Street" be approved.

It is against this background that the request to rectify the Council Resolution 25 of **25 March 2021**, under item 11.1.21, is being submitted for consideration.

3. Conclusion

The street portion between Erven 40 and 41 Myl 4 can be permanently closed as it does not have negative impact on the neighbourhood

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

RECOMMENDED:

That the Council resolution of 25 March 2021, under item 11.1.21, be repealed and replaced with the following:

- (a) That the subdivision of Abalone Avenue into Portion A and Remainder be approved.**
 - (b) That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a “Street” be approved.**
 - (c) That the subsequent consolidation of Portion A with Erf 40, Myl 4 be approved.**
-

MYL 4: PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE, MYL 4 AND SUBSEQUENT CONSOLIDATION WITH ERF 40 (VAN DER WESTHUIZEN TOWN PLANNING AND PROPERTIES CC) (Myl4.A-MD-6CA-V2)

Committee:

- Exemption not granted – Sections 99 and 107 applies;
- provide contour lines and contour values (heights) on the subdivision plan;
 - correct point (b) on the Local Authority letter and the Council Resolution that refers to the street portion as a public open space to refer to street;
- the Special Power of Attorney of the Local Authority must be signed by a second witness;
- submit proof of neighbour consultations.

Kind regards,

**Secretariat
Urban and Regional Planning Board**

ANNEXURE B: COUNCIL

11.1.21 SUBDIVISION OF ABALONE AVENUE INTO PORTION A AND REMAINDER STREET, PERMANENT CLOSURE OF A PORTION OF ABALONE AVENUE MYL 4 AND SUBSEQUENT CONSOLIDATION OF PORTION A WITH ERF 40 MYL 4 INTO CONSOLIDATED ERF X

(C/M 2021/03/25 - 19.03.09, M4 E 40)

RESOLVED:

GM: EPS

- (a) That the subdivision of Abalone Avenue into Portion A and Remainder be approved.
- (b) That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a public open space be approved, and
- (c) That the subsequent consolidation of Portion A with Erf 40 Myl 4 be approved.

11.1.7 **REQUEST BY WATO PTY (LTD) TO RECONSIDER THE CANCELLATION OF ERF 4108, MONDESA**
(C/M 2021/11/25 - M 4108)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.8 page 34 refers.

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

1. Introduction

A letter dated **03 June 2021** attached as **Annexure "A"** was received from Wato Pty (Ltd) Council to reconsider the cancellation of the transaction for Erf 4108, Mondesa which was cancelled by Council on **28 January 2021** under item 11.1.22 (quoted under point 2 below); thereby reinstating / reviving the sale transaction.

Wato Pty (Ltd) expresses its disappointment of the decision passed by Council based on the current situation of the Covid-19 pandemic. Mr G Gustaf of the entity states that they made an effort to settle the outstanding rates and taxes by **02 December 2020** in the hope that Council would grant them the extension of time to secure the purchase price by **30 September 2020** as was resolved by Council on **31 August 2020** under item 11.1.9 that such extension would be granted on condition that the outstanding rates and taxes are paid. The complete decision is attached as **Annexure "B"**.

Therefore, Council has to decide whether to reconsider its decision passed on **28 January 2021** under item 11.1.22 and revive the sale transaction for Erf 4108, Mondesa to WATO Investment CC (the entity which signed the agreement); or to remain with its decision passed which cancelled the transaction.

2. Background in Short

Council sold Erf 4108, Extension 10, Mondesa by private treaty to WATO Investment CC in terms of the decision passed on **30 November 2017** under item 11.1.4. The purchase price for the erf amounts to N\$215 77.50. The date of sale was **28 August 2018** and the initial date to secure the purchase price was **31 January 2019**. Various extensions of time to perform were granted to WATO Investment (CC) to secure the purchase price as summarized below:

- On **28 March 2019**, under item 11.1.5 Council approved the 1st extension of time from **31 January 2019** until **31 July 2019**.
- On **29 August 2019**, under item 11.1.22 Council approved the 2nd extension of time from **31 July 2019** until **30 September 2019**.
- ⊕ WATO Investment CC paid an amount of N\$86 956.52 on **30 September 2019** leaving a balance of N\$128 816.98 excluding penalty interest. The penalty interest is at a rate of 10.5% per annum calculated from **28 August 2018**.

- On **31 October 2019**, under 11.1.6 Council approved the 3rd extension of time from **30 September 2019** until **31 March 2020**.
- On **31 August 2020**, under item 11.1.9 Council approve the 4th extension of time from **31 March 2020** until **30 September 2020**.

The final extension granted was until **30 September 2020** on condition that the outstanding rates and taxes are paid. The outstanding account was paid on **02 December 2020** (two months after the extended conditional due date). The extended approved period lapsed on **30 September 2020**.

The matter was submitted to Council to consider an extension of time based thereon that the rates and taxes were paid and a part payment was made for the purchase price; Council passed the following decision on **28 January 2021** under item 11.1.22:

- (a) That Council takes note that Messrs Wato Investments CC paid the outstanding rates and taxes on 02 December 2020 in terms of point (b) of Council's resolution passed on 31 August 2020 under item 11.1.9, which payment was a condition for the extension of time granted to perform by 30 September 2020.
- (b) That the transaction be cancelled and Messrs Wato Investments CC be refunded the sum of N\$86 956.52 and 15% VAT amount paid (N\$100 000.00 in total).
- (c) That subject to point (b) above, Erf 4108, Mondesa be added to the list of available erven located in Extension 10, Mondesa approved for sale by closed bid by Council on 31 January 2019, under item 11.1.12 and 19 November 2020 under item 11.1.4, if and when the market determines the need.

Erf 4108, Extension 10, Mondesa was than listed as per point (c) above.

3. Current situation

3.1 The sale of Erf 4108, Extension 10, Mondesa was accordingly cancelled and a memo dated **01 February 2021** was issued to the Finance Department for the refund of the balance of the N\$10 000.00 deposit and the N\$86 956.52 and 15% VAT paid (N\$100 000.00).

The following amounts were received from the purchaser:

Payment Purpose	Receipt # and Date	Amount Paid
Deposit Paid		N\$ 10 000.00
Amount Paid as Part of the Purchase Price	401459 (03 Oct 2019)	N\$ 86 956.52
15% VAT on the Part Payment Above	401460 (03 Oct 2019)	N\$ 13 043.48
Rates & Taxes	178149 (07 Dec 2020)	N\$ 23 293.72

The purchaser remains responsible for the payment of rates and taxes, therefore the said amount was not refunded.

The amounts indicated below was deducted from the deposit amount of N\$10 000.00:

Deposit Paid	:	N\$ 10 000.00
Less Advert Cost for Notice 28/2019 (N\$388.88 x 2)	:	N\$ 777.76

Less 1% Admin Cost (N\$ 10 000.00 x 1%)	:	N\$ 1 000.00 N\$ 100.00
Total Deductions	:	N\$ 8 222.24 N\$ 9 122.24

~~The 1% Admin Cost was incorrectly calculated as N\$1 000.00 instead of N\$100.00; therefore, an additional N\$ 900.00 must be refunded to OWATO Investment CC.~~

- 3.2 Should Council repeal its decision passed on **28 January 2021** and reinstate the transaction, it will be the fifth opportunity WATO Investment CC has since 30 November 2017 to purchase the erf.

WATO Investment CC states that they experience severe financial difficulties due to Covid-19, but in the meantime secured a job which will enable them to acquire Erf 4108, Mondesa.

Should Council opt to reinstate or revive of the transaction it will be based on the original conditions of sale as per the signed deed of sale.

4. Recent Similar Application Considered by Council

On Council on **30 August 2021** under item 11.1.26 Council considered a similar request by Namibia Desert Giant Group (Pty) Ltd for the sale of Erf 365, Mile 4 and resolved to remain with its previous decision that the transaction is cancelled.

5. Consideration of the requested Extension of Time

WATO (Pty) Ltd on behalf of WATA Investment CC applies to Council to reconsider the decision to cancel the sale of Erf 4108, Mondesa (Council's decision passed on **28 January 2021** under item 11.1.22), but does not indicate the period needed for the payment. The entity states that they secured a job which will enable them to secure the purchase price.

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

RECOMMENDED:

- (a) That Council takes note of the letter dated 03 June 2021 from Wato (Pty) Ltd (on behalf of WATO Investment CC) requesting Council to reconsider the decision passed on 28 January 2021 under item 11.1.22 in terms whereof the transaction for the sale of Erf 4108, Mondesa is cancelled.
- (b) That Council remains with its decision passed on 28 January 2021 under item 11.1.22, in terms whereof the sale of Erf 4108, Mondesa is cancelled.
 1. That Messr's WATO Investment CC be reimbursed N\$900.00 due to a calculation error made in the calculation of the 1% Admin Cost to be deducted from the N\$10 000.00 deposit.

ANNEXURE "A"

19-03-02-4108

M 4108
M 4809**WATO PTY LTD**4108, omuthiya Street, Ext 10, Swakopmund
Email: gustafgustaf002@gmail.com

03 June 2021

The Chief Executive Officer
Swakopmund Municipality
P O Box 53
Swakopmund



Dear Sir

1. REQUEST BY OWATO INVESTMENTS CC FOR AN ADDITIONAL EXTENSION OF TIME TO PERFORM: ERF 4108, EXTENSION 10, MONDESA
2. OBJECTION – CANCELATION OF ERF 4809, MONDESA TO OWATO INVESTMENT CC

Your letter dated 01 February 2021 refers.

I am very devastated by the decision made by Council on 28 January 2021 under item 11.1.22.

To be honest, since the beginning of Covid - 19, our company did not make any income and a result. Therefore our finances where hugely affected.

On 21 June 2020, we wrote a letter, requesting Council to grant us an extension of time in order to settle the outstanding purchase price for Erf 4108, Mondesa. Council made a decision to extend our application if we pay the rates and taxes due on the account at the time.

With the struggle we went through, we managed to pay the outstanding rated and taxes amounting to N\$ 23 293.72 on 07 December 2020, really hoping to get an extension of time and promised in the resolution 11.1.9 of 31 August 2020.

On 28 January 2021, Council made a decision to cancel our transaction and refund only the amount of N\$ 100 000.00 paid on the purchase price excluding the rates and taxes fees.

I just want to let Council know that we are now in a position to pay off our erf as council have provided us some work to build houses through the 40/40 housing programme.

We are therefore requesting your good office to please give us our erf back so that we can be about to reach our dreams of constructing it as well as contribute to the community.

Regards,

Gustaf Gustaf
The Managing Director

ANNEXURE "B"**Council's Decision passed on 31 August 2020 under item 11.1.9:**

105 / 2020

- (e) That Erven 4992, Extension 14, Swakopmund that forms part of the sale of 06 December 2019, be offered to the next qualifying bidders in line.

11.1.9 REQUEST BY OWATO INVESTMENT CC FOR ANOTHER EXTENSION OF TIME TO PERFORM: ERF 4108, EXTENSION 10, MONDESA

(C/M 2020/08/31 - M 4108)

RESOLVED:

- (a) That Council takes note of the arrangement made to pay the outstanding amount and that there is still N\$19 886.84 outstanding on the rates and taxes in accordance with the resolution of 31 October 2019.
- (b) That Council does not approve the application by Messrs Owato Investment CC for an extension of time to perform until 30 September 2020, unless the rates and taxes are paid up.
- (c) That should (b) above not been executed Messrs Owato Investment CC be refunded the sum of \$86 956.52 and VAT amount paid.
- (d) That Erf 4108, Mondesa be sold at a closed bid sale pending the performance of Messrs Owato Investment CC.

11.1.10 RENTAL PAYMENT RELIEF FOR KAVITA PARK VENDORS DUE TO COVID-19 PANDEMIC OUTBREAK

(C/M 2020/08/31 - 14/1/3/1)

RESOLVED:

That Council approves a provisional relief/waiver of the rental payments for a period of nine (9) months starting from April to December 2020 for Kavita Park Art & Craft Market tenants.

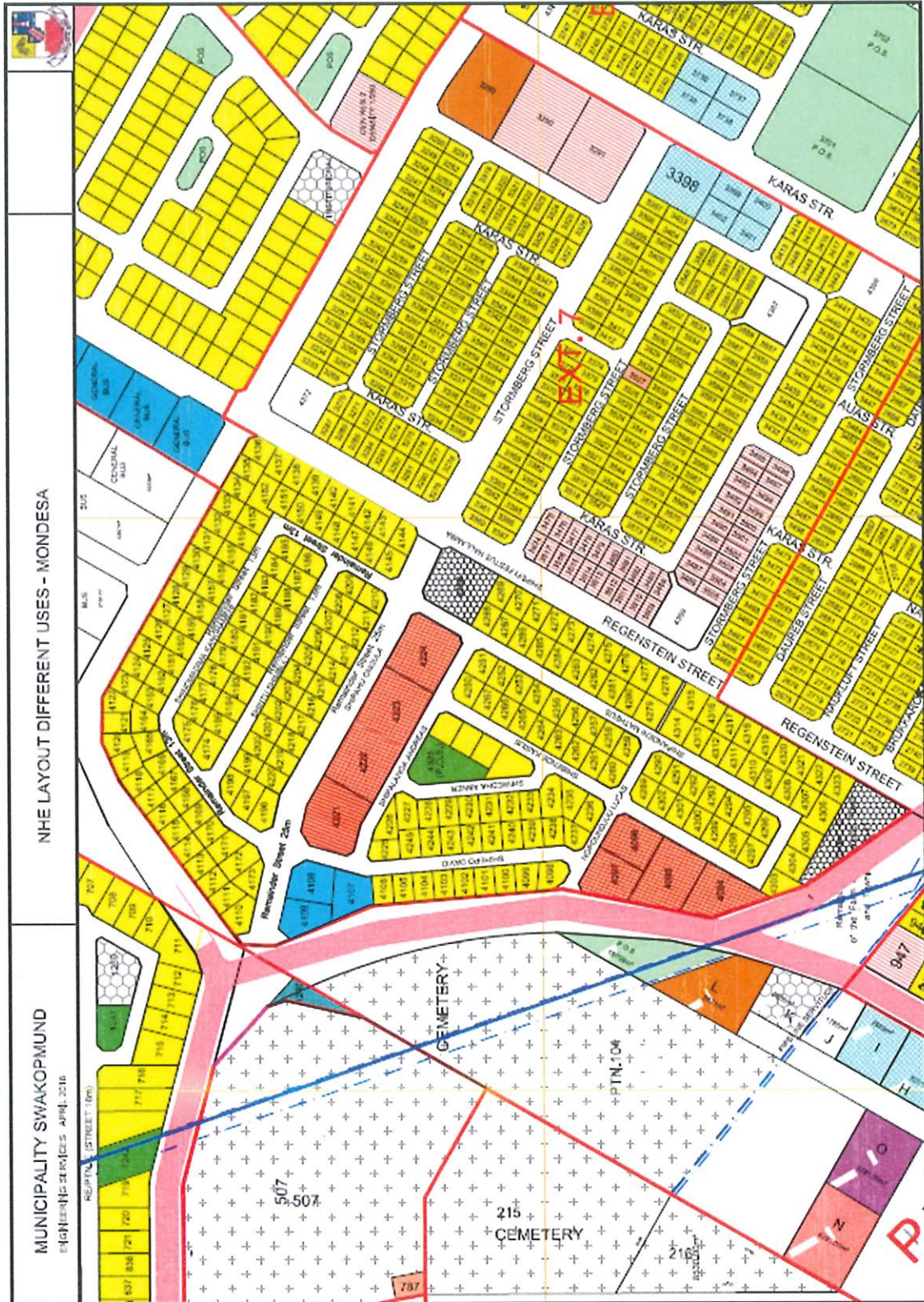
11.1.11 STANDARD OPERATING PROCEDURES FOR THE MUNICIPAL MOBILE FOOD KIOSK SITES

(C/M 2020/08/31 - 14/1/3/1)

RESOLVED:

That the Standard Operating Procedures (on file) for application, allocation and renewal of the mobile food kiosks, be approved.

ANNEXURE "C"



11.1.8 **APPLICATION FOR AN EXTENSION OF TIME TO SECURE PURCHASE PRICE: DR RAIMO NHH NAANDA**
(C/M 2021/11/25 - E 10038)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 7.9 page 40 refers.

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

1. Introduction

The purpose of this submission is for Council to consider an extension of time of 2 months to Dr Raimo N H H Naanda (hereinafter referred to as "Dr Naanda") to secure the purchase price for Erf 10038, Swakopmund. The due date to secure the purchase price was **15 October 2021**.

In terms of clause 3.2, the purchase price amounts to N\$606 970.00 shall become due and payable to the SELLER on or before **15 October 2021**, failing such payment, the purchase price shall attract interest with effect from **17 June 2021 (being 120 days from the date of the Ministerial approval)** calculated at a rate of 7.5% per annum until the purchase price plus interest thereon has been paid and received in full.

An e-mail attached as **Annexure "A"** was received from Dr Naanda in which he is requesting to be granted an extension of 2 months to pay the purchase price. According to Dr Naanda, due to the delay cause by the Municipality with compilation of the deed of sale he opted to invest the money that he saved to pay the erf in another project to generate additional income thus he is requesting Council to grant him another 2 months to get the fund from his investments.

2. Brief Background

On 31 **August 2016**, under item 11.1.15, Council approved the sale of a portion of Wild Olive Street (currently known as Erf 10038) subject to the condition that the purchaser attends to the statutory process of subdivision, permanent closure and consolidation with Erf 5236, Extension 15, Swakopmund. The statutory process was finalized in **June 2020**. On **31 August 2021**, Council under item 11.1.1 resolved as follow:

- (a) *That Council does not waive the escalation of the purchase price which increased from N\$1 015.00/m² to N\$ 1 119.00/m² as it is not in line with Council's Property Policy.*
- (b) *That upon acceptance of the escalation of the purchase price by the purchaser, Council's intention to sell Erf 10038, Swakopmund be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.*
- (c) *That the transaction be concluded within 120 days from approval being granted by the Ministry of Urban and Rural Development to proceed with the intended transaction.*

(d) *That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from the Honourable Minister's favourable response.*

- *Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
- *Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, else interest will be levied as from the date of Ministerial approval (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*

On **19 November 2020**, Council review the purchase price that was approved on **26 January 2017** and passed the following resolution under item 11.1.38:

That Council repeals point (a) of Council's resolution of 31 August 2020, item 11.1.1 and replaces it with the following:

- (a) *That Council remains with the purchase price of N\$ 1015.00/m² X 598m² = N\$ 606 970.00 for Erf 10038, Extension 15, Swakopmund as approved by Council on 26 January 2017, item 11.1.16.*
- (b) *That Council approves the application of Messrs Angula Co. Incorporated on behalf of Dr Raimo Naanda and waives the 5% escalation on the purchase price of Erf 10038, Extension 15, Swakopmund.*
- (c) *That all approvals of the purchase price for a sale by private treaty clearly states that the purchase price escalates by 5% annually in terms of Council's Property Policy calculated until the date of transfer.*

Subsequent to the above decision, the sale was advertised as required in terms of the Local Authorities Act of 1992 and no objection was received on the closing date for objection i.e. **20 April 2021**.

On **17 June 2021**, approval was granted by the Ministry of Urban and Rural Development to proceed with the sale. Council on **18 August 2021** instructed Messrs Masiza Law Chambers to review the draft deed of sale and ensure that all council resolutions are incorporated. The final deed of sale was received on **24 September 2021** and forward to Dr Naanda on **28 September 2021** to sign.

3. Current Situation

In terms of the conditions of sale stipulated in signed deed of sale, the purchase price of Erf 10038, Swakopmund was payable on 15 October 2021 being 120 days from the date the Ministry of Urban and Rural Development granted approval. The due date is now lapsed.

Council has a standard condition of having the transaction finalized within a period of 120 days calculated from the date the relevant Ministry grants approval, however these days never get sufficient in most cases taking into consideration the compilation of the deed of sale, signing the agreement by both parties, issue a signed copy to the purchaser to secure the purchase price and arrange for transfer by conveyancer to attend to the transfer.

Due to the unforeseen delays in process, Dr Naanda signed and returned the deed of sale on **08 October 2021** and lastly Council's Management signed the document on **13 October 2021**. Dr Naanda was only issued with a signed copy on **13 October 2021** two days before **15 October 2021** (the due date).

According to him, without a signed agreement he was unable to settle the purchase price hence he needs extra of 2 months to obtain the fund from his investments to pay the purchase price.

On **25 February 2021**, Council under item 11.1.5 approved that the period be amended to read "from last party signing the deed of sale" which allows reasonable time to secure the purchase price.

It is therefore proposed that the 120-day period to secure the purchase price by Dr Naanda be amended to read "*with 120 days from last party signing the deed of sale*". Calculating the 120 days from **13 October 2021**, the purchase price will due **Thursday, 10 February 2022**. Should no payment be secured by **10 February 2022**, the purchase price shall attract interest at a rate of 7.5% per annum calculated from **13 October 2021** until the date the purchase price is paid and received in full.

Such amendment should apply to private transactions in order to grant purchasers sufficient time to secure their purchase prices and smoothing the process.

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

RECOMMENDED:

- (a) That Council takes note of the e-mail received from Dr Raimo Naanda requesting an extension of time to pay the purchase price of Erf 10038, Swakopmund.
 - (b) That the wording of the deed of sale for Erf 10038, Swakopmund be amended to read that the purchase price in the amount of N\$606 970.00 (N\$1 015.00/m² X 598m²) shall be secured within 60 days from last party signing the deed of sale, instead of 120 days from the date approval is granted by the Ministry or Urban and Rural Development.
 - (c) That should the purchase price referred in (b) above not be secured by 13 December 2021, the purchase price shall attract interest at a rate of 7.5% per annum calculated from 13 October 2021 until the date the purchase price is paid and received in full.
-

Margaret Sheehama

From: Ndapewa Naanda <ndapewa771@gmail.com>
Sent: Thursday, 14 October 2021 13:00
To: Margaret Sheehama; Irma naanda
Subject: TRANSFER ERF 10038, SWAKOPMUND // RAIMO NAANDA

Dear Margaret,

I refer to the letter date 13 October 2021, addressed to Masiza Law Chambers regarding the above subject matter.

I have taken note of the letter, and wish to notify the Swakopmund Municipality that it is still my intention to proceed with this transaction.

While waiting too long for the issuance of the deed of sale that I only received today, I am noting that I have until tomorrow 15 October 2021 to make payment toward the property otherwise the price shall attract interest of 7,5% per annum from 17 June 2021 until full amount is settled.

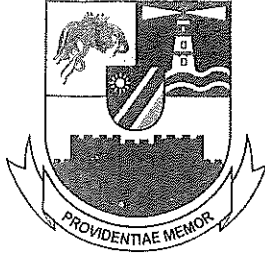
It is indeed regrettable, that due to the delay in receiving the deed of sale. I had to divert my funds to another project to generate and income.

I will therefore only be able to make payment within two months, once I have received my funds. I hope the Swakopmund Municipality will be able to understand the above and give me some consideration.

I trust the above is in order.

Regards

Raimo Naanda
Purchaser



MUNICIPALITY OF SWAKOPMUND

Ref No: E10038

Enquiries: Ms M Sheehama

(064) 4104213
 088 614 514
 53 Swakopmund
 NAMIBIA
www.swkmun.com.na
msheehama@swkmun.com.na

13 October 2021

Masiza Law Chambers
 SWAKOPMUND

Attention: Ms Hilya Neshuku

Dear Madam

**TRANSFER: ERF 10038, SWAKOPMUND (PRIVATE TRANSACTION):
 SWAKOPMUND MUNICIPALITY // RAIMO NDAPEWA HILIFILUA HITILA NAANDA**

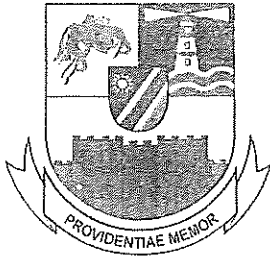
The abovementioned matter refers.

Attached a copy of the signed Deed of Sale between Raimo Ndapewa Hilifilua Hitila Naanda and the Municipal Council of Swakopmund. Kindly attend to the transfer of Erf 10038, Swakopmund to Mr Naanda.

Please take note that the purchase price is payable on **15 October 2021** as stated under clause 3 of the deed of sale. The purchaser has not provided proof of a bank guarantee to secure the purchase price to date nor was payment made in cash. Should no payment be secured by **15 October 2021**, the purchase price shall attract interest at a rate of 7.5% per annum calculated from 17 June 2021 until the date the purchase price is paid and received in full.

Please take note of the potential sale of the above mentioned erf and inform the purchaser that you have received instruction to transfer and that his can inform the bank financier; but do not undertake any other cost incurring activities on behalf of Council until such time as a suitable bank guarantee has been received by you or we confirm that a cash payment has been made to Council.

The bank guarantee in the name of the purchaser must make provision for the purchase price and interest as stated under clause 3 of the deed of sale.



MUNICIPALITY OF SWAKOPMUND

Ref No: E10038

Enquiries: Ms M Sheehama

(064) 4104213
 088 614 514
 53 Swakopmund
 NAMIBIA
 www.swkmun.com.na
 msheehama@swkmun.com.na

28 September 2021

Dr Raimo Naanda
 P O Box 20772
 WINDHOEK
 10005

Dear Sir

SIGNING OF THE DEED OF SALE: ERF 10038, SWAKOPMUND

Attached the Deed of Sale for the above mentioned.

You are kindly requested to attend to the following:

- Initial every page of the Deed of Sale, together with two witnesses;
- sign in full on page 16 together with the same witnesses on the space indicated and
- return the duly signed Deed of Sale on / before Friday, 08 October 2021 to the Property Section of the Swakopmund Municipality for finalization thereof on behalf of the Municipality whereafter a copy of the signed deed of sale will be provided to you for your record.

Please note that the purchase price in the amount of N\$ 606 970.00 is payable on 15 October 2021, failing to secure/ pay, the purchase price will attract interest at a rate of 7.5% from 17 June 2021 until date of transfer.

Also take note that Council's attorney, Masiza Law Chambers is responsible for the transfer of Erf 10038, Swakopmund to your name

For any further enquiries, please do not hesitate to contact Ms Margaret Sheehama at ☎0644104213.














Yours faithfully

Mr A Plaattjie
 GM: CORPORATE SERVICES & HUMAN CAPITAL (ACTING)



/ms

Copy: Masiza Law Chambers | neshukuh@masiza.com.na or louw@masiza.com.na or to the Chief Executive Officer

File Message Mimecast


From: Hilya Neshuku <neshukuh@masiza.com.na>
To: Margaret Sheehama
Cc: 'Delecia Phillips'
Subject: RE: review of the deed of sale Erf 100038, Swakopmund


 Message  final amended Deed of Sale - Erf 10038, Swk - Str Prt- Dr Naanda.doc (96 KB)

Dear Margaret,

Please see further final draft for your further attention.

Yours faithfully,


Hilya Neshuku | Masiza Law Chambers | Legal Practitioner
 Am Strand No 6, Tobias Hainyeko Str | Swakopmund
 Tel: +264 64 463905 | Fax: +264 64 463906
 Email: neshukuh@masiza.com.na

think green

 BEFORE PRINTING THIS E-MAIL
please consider the environment


CONFIDENTIALITY CAUTION
 This message contains information which is confidential, legally privileged and protected by law. It is intended or return e-mail.

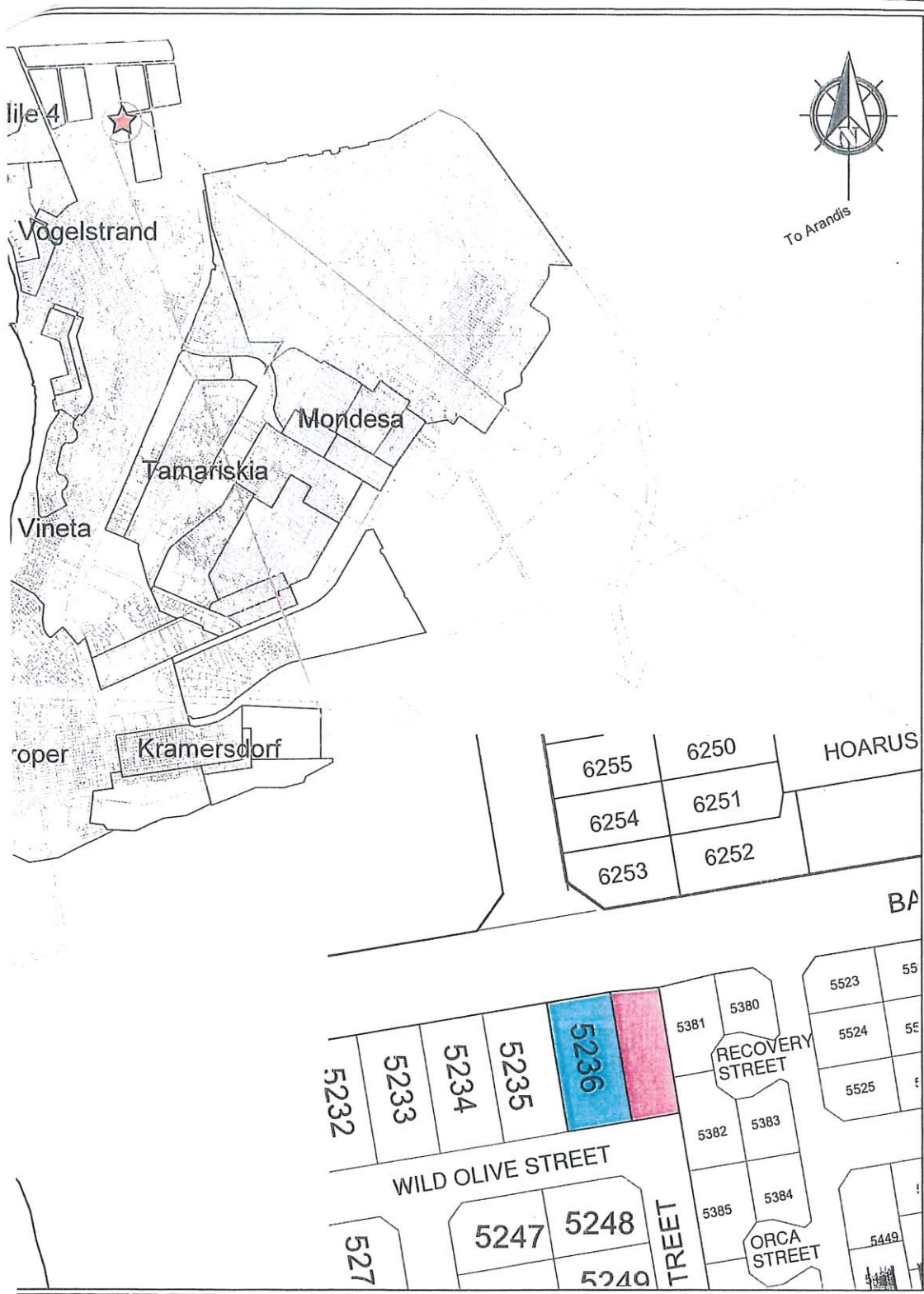
From: Hilya Neshuku <neshukuh@masiza.com.na>
Sent: Friday, 24 September 2021 12:24 pm
To: 'Margaret Sheehama' <msheehama@swkmun.com.na>
Cc: 'Delecia Phillips' <phillipsd@masiza.com.na>
Subject: review of the deed of sale Erf 100038, Swakopmund
Importance: High


Dear Margaret,


Please see included herewith, for your attention.

Yours faithfully,

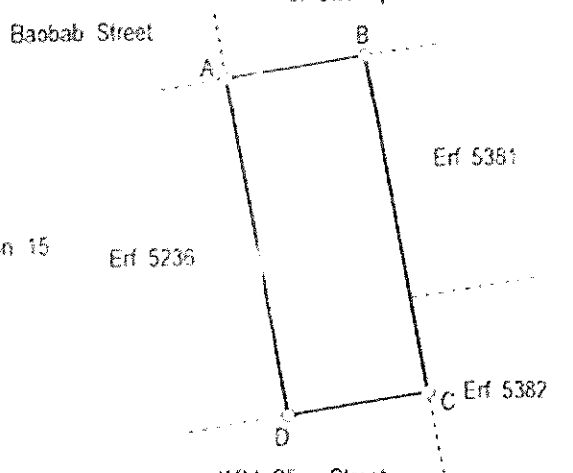

Hilya Neshuku | Masiza Law Chambers | Legal Practitioner



APPROVED		No. A794/2019				
 for SURVEYOR-GENERAL						
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES System Lo 22/15		Designation		
	Constants					
A B	14.86	260.29.50	A	+4° 689.82	+69 589.69	BL7-1
B C	40.03	350.29.47	B	+4° 675.19	+69 587.22	T1
C D	15.00	80.31.30	C	+4° 668.55	+69 626.71	BL7-3
D A	40.02	170.42.00	D	+4° 683.35	+69 629.18	BL7-2
			⊕	+48 304.42	+69 736.93	RM500
			⊕	+48 075.85	+69 656.19	RM501


 T N
 SCALE 1 : 700

Remainder of Portion B
of Swakopmund Town and Townlands No.41




The figure A B C D
represents 598 square metres of land being
Portion 177 (a Portion of Portion B)
of Swakopmund Town and Townlands No.41

Description of beacons:
A-D 16mm iron peg in cairn

Incorporated as ER1102
 Vide Government Gazette No. 7175
 Notice No. 11 dated 24/01/2015

Situate in the Municipality of Swakopmund
Registration Division G, Erongo Region, Namibia

Framed in November 2019 by me


 C.G. Pieterse
 Land Surveyor

This diagram is annexed to	The original diagram is	S.R. No.: E175/2010
No	S.G. No A 50/35	Gen Plan No.: G158
d.d	Grant	Noting Plan: MD-GCAV2
Registrar of deeds	DD: 13-11-1935	File No.: SWA/15

11.1.9 **REQUEST TO HOST A MAYORAL SPORTS TOURNAMENT**
(C/M 2021/11/25 - 5/5/8/2)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 8.2 page 27 refers.

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

Introduction

This item seeks for Council's approval to host an annual Mayoral Cup in Swakopmund. It further requests for Council's approval to sponsor towards trophies, prizes and medals for the Mayoral Cup.

Background and Discussion

The Deputy Mayor proposed that a soccer tournament for retired soccer players ages 50 and above be organised under the office of the Mayor as an annual event. The main purpose of the event is to create a platform for promoting sport and local Micro businesses to trade and promote their products during the event.

A meeting was held on **27th September 2021** with the Deputy Mayor, Chief Executive Officer, Sport and Recreation officer as well as the Economic Development Officer to deliberate on the proposed initiative of the Deputy Mayor. **(Annexure A)**

Proposal

It was recommended that the soccer tournament be held during the first or second week of **November 2021** and that instead of limiting the tournament to the older soccer players, it should focus on the local youth teams. In this regard 18 local soccer were identified that will be invited to participate in the tournament.

The following expenses of the tournament

- Cash prizes for winning teams to the value of N\$ 5 500.00
- Medals
- Floating Trophy
- Soccer balls
- Payment for officials (Referees and linesmen)

The proposed prizes for the winning teams:

- Winner: N\$ 2 500.00
- Finalist: N\$ 1 500.00
- Semi Finals two losing teams: N\$ 750.00 each

Taking into consideration the above envisaged expenses toward the tournament, it is proposed that Council commits an amount of N\$20 000.00 towards the tournament.

In order to make the event a success it is essential that an organizing committee be appointed to deal with logistics such as:

- *Compiling fixtures*
- *Advertising of the event*
- *Organising of music*
- *Application of food stalls*
- *Application for the temporary liquor licenses for the vendors if necessary*

The organizing committee should be appointed through the Mayor's office.

Conclusion

The Deputy Mayor proposed that Council host an annual Soccer Tournament through the office of the Mayor, that will be known as the Mayoral Cup. The event aims to uplift sport while at the same time promoting local micro businesses.

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

RECOMMENDED:

- (a) That Council approves to host an annual Sports Tournament to promote local sport and micro businesses.**
 - (b) That budgetary provision of N\$20 000.00 be made available through the office of the Mayor.**
 - (c) That the Mondesa Sport Stadium be utilized for the tournament free of charge.**
 - (d) That an Organizing Committee be appointed through the office of the Mayor to plan the event annually and to provide feedback reports to Council.**
-

ANNEXURE "A"**MINUTES/OUTCOMES**

of Chief Executive Officer's meeting held with internal committee, Monday, 27 September 2021 at 08:30 in the Management Committee Room. 5/5/1

PRESENT:

Mr A Benjamin	:	Chief Executive Officer	:	Chairperson
Clr D Amgabeb	:	Deputy Mayor		
Ms R Shipunda	:	Economic Development Officer		
Mr. B Oaseb	:	Sport Officer		
Ms J Guriras	:	PA to Mayor (intern)		

1. **OPENING**

The Chairperson welcomed everyone present.

2. **DISCUSSION POINTS:**

(E/M 2021/09/27)

- | | |
|--|---|
| Primary aspects of the Tournament | <ul style="list-style-type: none"> ▪ Budget identified: N\$ 10 000 – Mayor's fund ▪ Target players: aged 50 and up ▪ Football field: Mondesa Stadium ▪ Number of participating teams: 8 – 10 teams ▪ Possible tournament dates identified as 5 – 7 November |
| Delegation of duties and responsibilities of the internal committee | <ul style="list-style-type: none"> ▪ PA. to mayor, to write sponsorship letters ▪ Sport officer and Economic development Officer to draft a submission to council to ask for funds ▪ Sport officer to assist with the stadium and all related facilities ▪ Deputy mayor to identify members of the organizing committee |
| Duties of the municipality | <ul style="list-style-type: none"> ▪ Funding ▪ Stadium ▪ Submission to council to ask for funds |
| Duties of organizing committee identified | <ul style="list-style-type: none"> ▪ Schedule (Fixtures) ▪ Marketing of the Tournament and Food Stalls ▪ Musical entertainment |

The meeting adjourned at 08:40

A Benjamin
CHIEF EXECUTIVE OFFICER
 AB/as

11.1.10 **REQUEST FOR APPROVAL TO HOST A MONTHLY MARKET:
“LOCAL IS LEKKER” IN SWAKOPMUND**
(C/M 2021/11/25 - 14/1/3/1)

Ordinary Management Committee Meeting of 11 November 2021,
Addendum **8.4** page **35** refers.

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

Introduction

This item seeks Council's approval to host a monthly outdoor market (i.e. Local is Lekker), for the community as a shared initiative with the Municipality.

Background

An application dated **16 September 2021 (Annexure “A”)** was received from Mr and Mrs Lubbe requesting for permission to host a monthly outdoor market for local and surrounding Micro Small Business Entrepreneurs (MSME) at the palm garden. The purpose of this initiative is to create an opportunity for the MSMEs to market and sell their locally produced, handmade or unique products to the public and generate income for them. The proposed market is planned to commence next year 2022.

Mr and Mrs Lubbe are local residents who are also the main organisers of the Windhoek Farmers Market established in 2011 and also well known as the “*Boeremark*”. This platform was created for all small producers farming around Windhoek to market and sell their produce. The market has gained momentum over the years and is now a well-known monthly event for Windhoek residents.

Swakopmund is experiencing increased agricultural activities along the Swakopmund river belt as well as more urban agriculture initiatives which remain a development priority for Council. In light thereof, it is anticipated that the proposed monthly community market will add value to the local economy and create the much needed marketing platform for local produce.

Proposal

The proposed market will offer a variety of products to the community in an environment where family and friends can gather whilst shopping for local products. The emphasis will be on goods produced locally or within the Erongo Region and exhibitors will be selected according to the following criteria:

- *Type Product available to create diversity*
- *No commercial exhibitors to be allowed*
- *Market will be strictly for entrepreneurs that do not have platform to market their products (i.e. farmers, bakers, hand crafters etc.)*

In addition to the above, the market will also be used as a marketing tool to promote Swakopmund town.

What is required from the Council for the success of the Market:

- (i) *Suitable venue - the applicant has identified the Palm Garden which is normally utilized for the Swakopmund fair as suitable venue for the community market.*
- (ii) *Support from the Municipality - provision of wheelie bins, cleaners during and after the market, as well as advertising of the market on social media platforms*
- (iii) *Permission to hang advertisement banners in town*
- (iv) *Discounted rental fees for the area*
- (v) *Personnel to assist during setting up and dismantling*
- (vi) *Barricading the area to enable closure of the market area to only have 1 or 2 entrance and exit points*
- (vii) *Electricity supply*

Benefit to the Council in returns to the contribution

- (i) *Promotion of Municipality of Swakopmund on all branding materials of "Local is Lekker market"*
- (ii) *Adding Municipality logo to all communications*

Discussion

Mr & Mrs Lubbe aims to charge exhibitors a participation fee, meaning they are collecting revenue from the event. The generated funds will be utilized to cover the logistical expenses and cost for marketing expenses, equipment etc. Council will therefore not derive any income from the event but in turn have to cover expenses such as overtime of personnel, electricity supply, wheelie bins etc.

In previous applications to use the same area, such as the Swakopmund food festival, flea/ car boot sale market and the skating rink earmarked for this festive season, Council charged applicants rental fees while in addition they had to procure their own security, electricity as well as refuse bins.

Taking into consideration that activities such as the proposed local market are very much needed in the Swakopmund community, it is thus proposed that the organiser of "Local is Lekker" be charged a rental fee of **N\$0.26 per day per m²** in line with charges given to similar event/activities.

The parking area is currently leased out at daily rental fees for sidewalks which is **N\$0. 26** per day per m².

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

RECOMMENDED:

(a) That permission be granted to Mr & Mrs Lubbe to host a monthly community market at Palm Garden and *Thomas Hamunyela Amphitheatre* between 08am and 8pm monthly, starting 2022, subject to the following conditions:

- (i) *That the following rental be charged:*
 - *Refundable Deposit = N\$724.00*
 - *Rental Fees = N\$0.26 per day per m² plus 15% VAT*

- (ii) *That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.*
 - (iii) *That the applicant indemnifies Council against all and any claims in respect of damage to property and / or bodily injury to / loss of life of people that may arise from the utilization of the property.*
 - (iv) *That the applicant ensures that there is security during the event, and that the site is restored to its original state after use.*
 - (v) *That the applicant restores the area to its normal state after the event.*
 - (vi) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
- (b) That all applications be made through the Municipality as with the annual Christmas Fair.
- (c) That permission be granted to Mr & Mrs Lubbe to launch the “*Local is Lekker*” monthly Community Market concept at the Swakopmund Fair scheduled for 17-18 December 2021 at the Palm Garden at no cost.
- (d) That Council assist this community initiative with the following at Council’s cost:
- *Provision of Wheelie bins and removal of waste for the first 3 months and rental fee for wheelie bins be applied thereafter*
 - *Avail personnel to assist with setting up, marking of the area*
 - *Grant permission to hang advertising banners in town*
 - *Assist with marketing the event on Council’s Social Media Sites where applicable*
- (e) That Mr & Mrs Lubbe ensures that that there is sufficient power supply for the event, and should additional electricity be required, it be supplied at their own cost.
- (f) That Mr & Mrs Lubbe be responsible for sourcing for additional ablution facilities if required at their own costs.
- (g) That Mr & Mrs Lubbe’s proposal to combine the “*Local is Lekker*” market with the annual Swakopmund Fair in December be approved and that the two parties (i.e. Municipality of Swakopmund and Mr & Mrs Lubbe) organise the event together.
-

+264 816928242
 esmelubbe@gmail.com



16 September 2021

The Chief Executive Officer
 Municipality of Swakopmund
 P O Box 53
 SWAKOPMUND



RECEIVED 2021-09-20

Dear Mr Benjamin

REQUEST FOR APPROVAL TO HOST A MONTHLY MARKET: #LOCAL IS LEKKER IN SWAKOPMUND (OUTDOOR MARKET FOR THE COMMUNITY, BY THE COMMUNITY) & PARTNER WITH SWAKOPMUND MUNICIPALITY ON HOSTING MARKETS

Background of the Organizers

Gideon and Esmé Lubbe, residents of Swakopmund, currently Owners and Organizers of The Windhoek Farmers Market.

Actively involved in Markets since 2011 and organizing the market since 2018 after the sister Founders passed away, running it ever since.

The Windhoek Farmers Market Concept

Established in 2011. A monthly market with an average of 110+ marketers/entrepreneurs per month.

On average the Farmers Market attract 1000+ visitors per month

Our Facebook page grew from 2018 from 3800 members to 7500. On this site the exhibitors get the opportunity to advertise, and the public is kept informed of Market dates and what the market has to offer.

What will the #Local Is Lekker – Swakopmund be about?

A monthly Outdoor Market for Local and surrounding Small Business Entrepreneurs (SME).

We would also combine the Swakopmund Municipality of Swakopmund Fair during December. From 2022 we would also organize this market. Keeping the tradition of the Swakopmund Fair.

A market offering a variety of products to the public. An opportunity to enjoy the day with family in friends in an Open Space where people can also come together and focus on the beauty and talent of our town and country.

A market that creates a festive atmosphere with gazebos, music, food, and beverages.

Support to a percentage local exhibitor who cannot afford the stand fees - subject to terms and conditions - by means of sponsorships.

Exhibitors will be selected according to criteria based on: Product, number of products already available etc. NO commercial exhibitors will be allowed i.e., Pick & Pay. This market will be for the entrepreneur that do not have a platform to showcase their products.

Why this Market?

- ❖ Creating an opportunity for the SME to showcase their locally produced, handmade or unique products to the Public. Generating income for themselves as well as giving the public the opportunity to support local as well as having the opportunity to buy products at reasonable prices.
- ❖ Promoting our town Swakopmund, attracting people from outside Swakopmund, generating income for the town.
- ❖ Demand from local SME

What do we Need?

- Palm Gardens – as it is easily accessible, ample parking available, with the right atmosphere for the Market.
- Support from the Municipality: Wheelie bins, cleaners during and after the market. Advertising on social media platforms.
- Permission from the Council to hang advertisement banner in town
- As this is a community project, supporting local small business and entrepreneurs, we would appreciate a discounted rate for the rental of the dedicated area.
- Personnel that will assist with setting up and clearing of area
- Possible barricading to enable us to close of the market area allowing for 1 or 2 entrance and exit points.
- Electricity (Prepaid or otherwise) (Erongo).

We will promote the Municipality of Swakopmund on our Branding and all communication by adding the Logo of the Municipality.

The "Local Is Lekker" market will:

- Provide to all the regulations about Covid19 pandemic
- Abide by laws and regulations
- Network with the community, should the Palm Gardens be needed for other events.

We therefore also wish to partner with Swakopmund Municipality by hosting the "Local Is Lekker in Swakopmund" Markets and to host markets throughout the year on pre-determined dates as agreed upon by the Council and have joint and or taking over the management and administration of the annual "Swakopmund Fair".

If possible we consider advertising and launch the concept at your Council's Swakomund Fair to be hosted 17 & 18 December in conjunction with the Municipality of Swakopmund Fair. We are willing to continue in 2022 with the organizing of the Swakopmund Fair.

Future Date for Annual Hosting

Dates for every year will be pre-determined and communicated a year in advance which helps with planning for the exhibitors as well as organizers.

Cost:

An affordable rate for exhibitors.

Funds will be generated to cover the logistical expenses and cost for marketing expenses, equipment etc. which will be generated from a fee to be paid by exhibitors for rental of stand space.

We kindly request your offices to allow us a meeting with your organizing department in order to discuss our proposal.

Supporting Local.

Sincerely,

Gideon & Esmé Lubbe



11.1.11 **APPLICATION FOR LAND SWAP OF ERF 9806, EXTENSION 39 SWAKOPMUND WITH ERF 9793, EXTENSION 39, SWAKOPMUND (C/M 2021/11/25 - E 9806, E 9793)**

Ordinary Management Committee Meeting of 11 November 2021, Addendum 8.5 page 41 refers.

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

1. **Purpose**

The purpose of this submission is to seek Council's approval for the proposed land swap concerning Erven 9806 and 9793, Extension 39, Swakopmund. The approval will enable the applicant to proceed with the relevant statutory procedures, obtaining ownership and the suitable land rights for his intended development.

2. **Introduction and Background**

A development proposal has been submitted by the applicant being the Swakop Convenience Centre cc for the establishment of a service station and small supermarket on Erf 9794, Extension 39, Swakopmund. However, the proposed development does not fully accommodate the full on-site parking requirements as set out in the Swakopmund Town Planning Scheme.

As a result, the applicant had to either downscale their development proposal or suggest alternative arrangements for the provision of on-site parking.

Thereof, the applicant applied to Council for provision of alternative parking on the adjacent the Public Open Space (POS) being Erf 9806, Extension 39 in a letter dated **14 May 2021**. However, this proposal was not supported by Council for various reasons as per the said letter dated **30 July 2021**.

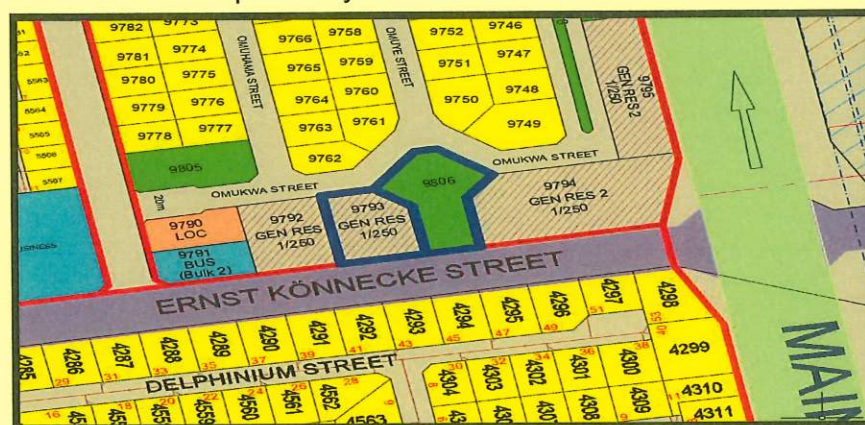
It is against this background that the applicant thus submitted another proposal for their development which involves the land swap between Erf 9806, Swakopmund Extension 39, zoned *Public Open Space* and Erf 9793, Swakopmund Extension 39, zoned *General Residential*.

3. **Ownership**

The ownership of Erf 9806, Extension 39 Swakopmund currently vests in Swakopmund Municipal Council. While Erf 9793, Swakopmund Extension 39 ownership currently vests in The Trustees for the Time being of Erf 462, Tamariskia Endowment Trust. The applicant has confirmed that Swakop Convenience Centre CC is negotiating to purchase the erf for purposes of the exchange transaction.

4. Locality, Zoning and Size

Erven 9806 and 9793, Extension 39 Swakopmund are situated along Omukwa Street and are zoned “Public Open Space” and “General Residential” respectively, with a density of 1:250 (See the above map). The erven measures approximately 2 251m² and 1 835m² respectively.



Locality of Erven 9793 and 9806, Extension 39 Swakopmund

5. Evaluation

Upon evaluation, subject to the provisions of Section 50 of the Local Authorities Act, 23 of 1992, Environmental Management Act, 7 of 2007, and Urban and Regional Planning Act, 2018 (Act 5 of 2018), Erf 9806, Swakopmund Extension 39 should be closed as a “Public Open Space”, rezoned from “Public Open Space” to “General Business” and subsequently consolidated with Erf 9794, Swakopmund Extension 39. This would enable the applicant to have ample space to execute and enhance their proposed development potential. Additionally, Erf 9793, Swakopmund Extension 39 should also be rezoned from “General Residential” to “Public Open Space” so as to maintain the status quo in terms of public open spaces provision as well as enabling the proposed development.

The applicant should pay for the difference in areas of the two erven, at a price which should be determined by Council upon completion of the town planning and cadastral procedures. Comments on the intended transaction from Corporate Services were received by the Engineering and Planning Services for incorporation in this submission. The memorandum is attached as **Annexure A**.

6. Conclusion

Taking into consideration the above, it is concluded that it is in the best interest of both Council and the general public to support the request by the applicant. All planning procedures and cadastral procedures should be first completed before effecting the land swap transaction. All costs involved should be for the applicant’s account.

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

RECOMMENDED:

- (a) That it be noted that the two erven differ in area size and the difference must be paid for at a market value upon completion of both the planning and cadastral statutory procedures:

	<i>Erf #</i>	<i>Size</i>	<i>Owner</i>
1	9806	2 251m ²	Swakopmund Municipality
2	9793	1 835m ²	The Trustees for the Time being of the Erf 462 Tamariskia Endowment Trust
	<i>Difference</i>	416m ²	

- (b) That the applicant undertakes all the planning and cadastral statutory procedures.
- (c) That it be noted that the market value of the land has been determine at N\$850 m², therefore the toal to be paid to Council will be N\$353 600.00.
- (d) That the exchange of Erf 9806, Extension 39 (zoned "*Public Open Space*") for Erf 9793, Extension 39 (zoned "*General Residential*") belonging to The Trustees for the Time being of the Erf 462, Tamariskia Endowment Trust; in order to accommodate the parking requirements for the development on Erf 9794, Extension 39 (belonging to Swakop Convenience Centre CC) be approved subject to successful completion of the statutory planning and cadastral procedures.
- (e) That approval for the exchange proposal be given on condition that Swakop Convenience Centre CC acquires ownership of Erf 9793 prior to entering into an exchange agreement with Council.
- (f) That upon acceptance of the Council decision by Swakop Convenience Centre CC, Council's intention to alienate Erf 9806, Extension 39, Swakopmund via an exchange transaction for Erf 9793, Extension 39, Swakopmund be advertised for possible objections as required in terms the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.
- (f) That the transaction be concluded after approval has been granted by the Ministry of Urban & Rural Development; within 120 days from the last party signing the exchange agreement.
- (g) That the purchaser accepts that no rights will accrue to it from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

- (h) That the erven are exchanged “voetstoets” or “as is” with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.
 - (i) That no development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.
 - (j) That the exchange agreement be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.
 - (k) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.
 - (l) That Swakop Convenience Centre CC be responsible for all costs for the exchange transaction:
 - (i) *That the purchaser pays a deposit of N\$10 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction,*
 - (ii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.*
-

ANNEXURE A- COMMENTS BY CORPORATE SERVICES

From: Stephny Bruwer
Sent: Monday, 20 September 2021 09:22 AM
To: Johanna Angolo
Subject: Land Swaps - Memo

Good Morning

Please note that this is the content of the memorandum (I will inform you if the Acting GM: Corporate Services & HC makes any changes):

Your memorandum date **09 September 2021** regarding the abovementioned refers.

The proposal of exchanging Erf 9804 zoned "Public Open Space" with Erf 9793 zoned General Residential" is supported.

- Erf 9793 belongs to a third party being **The Trustees for the Time being of the Erf 462 Tamariskia Endowment Trust**. The appointed town planner, Stewart Planning confirmed that Swakop Convenience Centre CC is negotiating to purchase the erf for purposes of the exchange transaction.

We proposed that the following conditions be include in your submission in addition to any standard town planning statutory requirements:

- (...) **That Council approves the exchange of Erf 9804, Extension 39 (zoned "public open space") for Erf 9793, Extension 39 (zoned "general residential") which belongs to The Trustees for the Time being of the Erf 462 Tamariskia Endowment Trust; in order to accommodate the parking requirements for the development on Erf 9794, Extension 39 (belonging to Swakop Convenience Centre CC).**
- (...) **That approval for the exchange proposal be on condition that Swakop Convenience Centre CC acquires ownership of Erf 9793 prior to entering into an exchange agreement with Council.**
- (...) **That it be noted that the above two erven differ in size and seeing that Erf 9793 will be used by Council as "public open space", it is proposed that Council only accepts the exchange transfer for the larger Erf 9793 without paying any purchase consideration for the additional size of 362m² being acquired through the exchange transaction:**

	Erf #	Size	Owner
1	9804	1 473m²	Swakopmund Municipality
2	9793	1 835m²	The Trustees for the Time being of the Erf 462 Tamariskia Endowment Trust
	Difference	362m²	

- (...) **That upon acceptance of points (...) until (...) above by Swakop Convenience Centre CC, Council's intention to alienate Erf 9804, Extension 39, Swakopmund via an exchange transaction for Erf 9793, Extension 39, Swakopmund be advertised for possible objections as required in terms the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.**

- (...) *That the transaction be concluded after approval has been granted by the Ministry of Urban & Rural Development; within 120 days from the last party signing the exchange agreement.*
- (...) *That the purchaser accept that no rights will accrue to it from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
- (...) *That the erven are exchanged "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.*
- (...) *That no development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.*
- (...) *That the exchange agreement be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
- (...) *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
- (...) *That Swakop Convenience Centre CC be responsible for all costs for the exchange transaction.*
 - (i) *That the purchaser pays a deposit of N\$ 10 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
 - (ii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.*

ANNEXURE B- APPLICATIONS

STEWART PLANNING
TOWN & REGIONAL PLANNERS

First Floor CLA Building
84 Theo Ben Gurirab Street
Walvis Bay

P O Box 2095
Tel: (064) 280 770
Email: bruce@sp.com.na

9794S

3 September 2021

Chief Executive Officer
Municipality of Swakopmund
P O Box
Swakopmund

**LAND SWAP: SWAKOPMUND EXTENSION 39
PUBLIC OPEN SPACE ERF 9806 WITH GENERAL RESIDENTIAL ERF 9793**

I write this letter on behalf of Swakop Convenience Centre CC the owner of erf 9794 Swakopmund Extension 39. In terms of Swakopmund Amendment Scheme 69 (awaiting Urban and Regional Planning Board approval) erf 9794 Swakopmund Extension 39 is being rezoned to General Business.

Swakop Convenience Centre CC have submitted development proposals to the Council for the development of erf 9794 Swakopmund Extension 39 for a service station/convenience store and a small supermarket. These development proposals do not accommodate the full Swakopmund Town Planning Scheme on-site parking requirements. Consequently, the development proposals need to be downscaled or alternative arrangements for the provision of on-site parking need to be identified.

In a letter dated 14 May 2021 – copy attached @ Annexure A, Swakop Convenience Centre CC applied to the Council for the alternative provision of parking on adjacent Public Open Space erf 9806 Swakopmund Extension 39. For various reasons, this application was not supported by the Council as set out in a letter from the Council to Swakop Convenience Centre CC dated 30 July 2021 – copy attached @ Annexure B.

Swakop Convenience Centre CC have reconsidered their development proposals which have been discussed with Council Officers in the Engineering and Planning Services Department. The new development proposals are supported in principle by Council Officers.

The new development proposals involve a land swap between the Council and Swakop Convenience Centre CC involving Public Open Space erf 9806 Swakopmund Extension 39 and General Residential erf 9793 Swakopmund Extension 39. The Public Open Space erf (@ ±2,500m²) will be closed (after an Environmental Clearance Certificate has been issued by the Ministry of Environment, Forestry and Tourism), rezoned to General Business and consolidated with erf 9794 Swakopmund Extension 39. The General Residential erf (@ ±2,000m²) will be rezoned to Public Open Space. In this way the Public Open Space status quo remains and the development proposals of a service station/convenience store, a small supermarket and the required on-site parking are achieved.

Any discrepancy in area between erf 9806/9793 Swakopmund Extension 39 will be offset by a quid-pro-quo adjustment in the respective purchase price of each erf.

After closure, rezoning and consolidation previous Public Open Space erf will be developed for the required on-site parking for the service station/convenience store and a small supermarket. This parking area will be designed in such a way that an appropriate landscaped buffer will be provided between the new consolidated business development and the new public open space.

Below is a conceptual plan showing the land swap proposals:



These new development proposals have merit and can be supported by the Council for the following reasons:

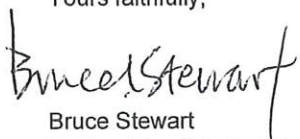
1. The existing Public Open Space erf does not have a strategic location, nor does it specific purpose: consequently, it can be relocated accordingly.
2. Similar Public Open Space relocations have previously taken place in Swakopmund Extension 39.
3. The area of available Public Open Space in Swakopmund Extension 39 is not significantly reduced and meets the policy guidance requirements of the Council and the Ministry of Urban and Rural Development.

4. Construction of the supermarket will immediately start on approval of the rezoning of erf 9794 Swakopmund Extension 39 to General Business in terms of Swakopmund Amendment Scheme 69 and the payment of the betterment contribution.
5. Swakop Convenience Centre CC commit to undertake all necessary closure, rezoning and consolidation statutory procedures at no cost to Council.

I hope and trust that this land swap application meets with your favourable support, and I look forward to your approval in due course.

In the meantime, please do not hesitate to contact me in case of any further queries or the need for further clarification.

Yours faithfully,



Bruce Stewart
Registered Town & Regional Planner



Tel: +264 64 280 773 | Email: bruce@sp.com.na

11.1.12 **SWAKOPMUND MUNICIPAL SAND AND GRAVEL MINING REGULATIONS**
(C/M 2021/11/25 - 1/1/2/29)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 8.7 page 68 refers.

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

BACKGROUND

The demand for sand and gravel in the construction industry keep growing because of the increase demand for housing and other public infrastructure. Although the sand and gravel mining industry has social-economic benefits it also has negative environmental impacts such as the degradation of land with bad topography, which can be expensive to remediate in the long run, when Council decide to developed within these areas in the future.

The Municipal Council have been monitoring and controlling sand and gravel mining activities within the Swakopmund townlands for the past 8 years, without a sand mining policy or regulations to properly manage and control this activity. The illegal mining of sand and gravel is on the increase and therefore proper steps need to be taken to better manage these resources.

LEGAL FRAMWORK

Local Authority Act No. 23 of 1992

In terms of Section 94 (l) of the Local Authorities Act, 1992 (Act No. 23 of 1992), the Local Council of the Municipality of Swakopmund has the mandate to make policies and regulations to restrict, regulate and control of quarries in order to prevent creation of public nuisances, sources of danger or the destruction of impairment of scenic or other amenities.

Section 94 (ad) of the Local Authority Act, 1992 (Act No. 23 of 1992), give the local Council the mandate to develop regulations by notice in the Gazette in relation to;

(ad) the restriction, regulation and control of the use of common pasture and townlands, including a prohibition on the removal of soil, sand, clay, stones, grave, firewood, vegetation or any other materials from such land;

Environmental Management Act No. 7 of 2007

The Environmental Management Act No. 7 of 2007 and its Environmental Impact Regulations No 30 of 2012 gives effect to Article 95 (l) of the Namibian Constitution for the establishment of general principles for the management of the environment and natural resources.

Public and Environmental Health Act No. 1 of 2015

In terms of section 3(2) of the Public and Environmental Health Act No1 of 2015, the local authority must take necessary precautions for the (b) prevent the occurrence within its local authority area of -

- (i) *A health nuisance;*
- (ii) *An unhygienic condition;*
- (iii) *An offensive condition; or*
- (iv) *Other condition which could be harmful or dangerous to the health of a person within its local authority area or the local authority area of another local authority;*

THE SAND AND GRAVEL MINING REGULATION

The regulation applies to sand or gravel mining activity undertaken within the jurisdiction of the Swakopmund Municipal Council. The regulation clearly state to current sand and gravel mining companies as well as potential mining companies the procedures that must be followed to obtain a permit from Council to carry out sand or gravel mining activities with the jurisdiction of Council.

The regulation also states the legal actions that will be taken against any company/person who fails to comply with the regulation.

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

- (a) **That Council approves the draft sand and gravel mining regulations.**
 - (b) **That the Acting General Manager: Corporate Services and Human Capital submits the regulations to the Municipal lawyers for amendment and vetting.**
 - (c) **That the draft regulations be re-submitted to Council before they are submitted to Ministry of Urban and Rural Development and the Attorney General.**
 - (d) **That the regulations be implemented by the following Divisions with various departments:**
 - *Engineering & Planning Services Department (Office of the Environmental Officer).*
 - *Economic Development Department (Emergency & Law Enforcement Division).*
-

Sand and Gravel Mining Regulation



Draft 1: October 2021

MUNICIPALITY OF SWAKOPMUND. SAND AND GRAVEL MINING POLICY

In terms of Section 94 (l) of the Local Authorities Act, 1992 (Act No. 23 of 1992), the Local Council of the Municipality of Swakopmund has the mandate to make Policies and Regulations to restrict, regulate and control of quarries in order to prevent creation of public nuisances, sources of danger or the destruction or impairment of scenic or other amenities.

Section 94 (ad) of the Local Authority Act, 1992 (Act No. 23 of 1992), give the local Council the mandate to develop regulations by notice in the Gazette in relation to;

(ad) the restriction, regulation and control of the use of common pasture and townlands, including a prohibition on the removal of soil, sand, clay, stones, grave, firewood, vegetation or any other materials from such land;

The Environmental Management Act No. 7 of 2007 and its Environmental Impact Regulations No 30 of 2012 gives effect to Article 95 (l) of the Namibian Constitution for the establishment of general principles for the management of the environment and natural resources.

In terms of section 3(2) of the Public and Environmental Health Act No. 1 of 2015, the local authority must take necessary precautions for the (b) prevent the occurrence within its local authority area of -

- (i) a health nuisance;
- (ii) an unhygienic condition;
- (iii) an offensive condition; or
- (iv) other condition which could be harmful or dangerous to the health of a person within its local authority area or the local authority area of another local authority;

Definitions

1. In these regulations, unless the context indicates otherwise,

“Applicant” the person or legal entity who applies with the Swakopmund Municipal Council for approval to undertake sand or gravel mining activity;

“Approval” The approval granted by the Swakopmund Municipal Council, subject to clearance certificates/permits being obtained from the Ministry of Environment, Forestry and Tourism; Environmental Affairs and the Ministry of Agriculture, Water and Land Reform; Water Affairs;

“Assessment” means the process of identifying, predicting and evaluating –

- (a) the significant effects of activities on the environment;
- (b) the risks and consequences of activities and their alternatives and options for mitigation with a view to minimise the effects of activities on the environment and to maximise the benefits and to promote compliance with the principles set out in section 3 of the Environmental Management Act (No 7 of 2007);

“Authorised Official” means any person employed or appointed by the local authority, authorised to administer and enforce the provisions of these regulations;

“Council” means the Council of the Municipality of Swakopmund;

“Environment” Is the complex of natural and anthropogenic factors and elements that are mutually interrelated and affect the ecological equilibrium and the quality of life, include –

- (a) the natural environment that is the land, water and air, all organic and inorganic material and all living organisms; and
- (b) the human environment that is the landscape and natural cultural, historical, aesthetic, economic and social heritage and value;

“Environmental Assessment Practitioner” the consultant appointed by the proponent to conduct an Impact Assessment and apply for the Environmental Clearance Certificate;

“Environmental clearance certificate” means an environmental clearance certificate issued by the Ministry of Environment, Forestry and Tourism; Department of Environmental Affairs;

“Environmental Management plan” a legally binding working document, which stipulates environmental and socio-economic mitigation measures that must be implemented by several responsible parties throughout the duration of the proposed project;

“Environmental Officer” means the Environmental Practitioner appointed by the Swakopmund Municipal Council to monitor and control sand and gravel mining activities within Council’s jurisdiction;

“Local Authority” Means a local authority Council as defined in section 1 of the Local Authorities Act (Act No 23 of 1992);

“Nuisance” includes any action which is likely to cause inconvenience or annoyance of persons, including excessive noise caused, heavy machinery and the carrying on of any activity which causes a nuisance or which is otherwise objectionable;

“Permit holder” the person or legal entity that holds a permit to excavate and remove sand or gravel within the Municipal Council jurisdiction;

“Sand Mining” Means the removal or excavation of sand, soil or gravel;

“Surveyor” a registered person that make precise measurements to determine the boundaries of a particular area;

SAND AND GRAVEL MINING APPLICATIONS**Application of regulation**

2. This regulation apply to sand or gravel mining activity undertaken within the jurisdiction of the Swakopmund Municipal Council;

Sand or Gravel Mining Applications

3. A person who wishes to apply for approval to continue or commence with sand or gravel mining within the jurisdiction of the Swakopmund Municipal Council must:

(1) Submit an application form, which must include –

- (a) The name of the applicant;
- (b) Physical address of applicant;
- (c) Contact details (email and phone contact details);
- (d) The location (i.e. coordinated and outer boundary) of the proposed sand mining site, including maps showing the site and features such roads;
- (e) The proposed volume or quantity of sand or gravel required;
- (f) Proof of payment (rates determined by the Swakopmund Municipal Council)
- (g) Vehicle Registration numbers of all vehicles operating on mining site.

(2) In the instance of a first time application, the complete Scoping Assessment Report or complete Environmental Impact Assessment Report, which contains as a minimum the following –

- (a) contact details and qualifications of the independent Environmental Assessment Practitioner responsible for preparing the report;
- (b) the description of the environment that may be affected and the manner in which the geographical, physical, biological, social, economic and cultural aspects of the environment may be affected;
- (c) a detailed assessment of the potential sedimentation impact, which should provide a good understanding of the theory of sediment transport process, which again will determine the sand replenishment rate and hence volume of sand that can be extracted;
- (d) mitigation measures that should be taken to mitigate the identified impacts;
- (e) Proof of notification for comments and objections from Interested and Affected parties;

(3) In the instance of a renewal the applicant must –

- (a) submit an Environmental Compliance Auditing Report, compiled by an independent Environmental Compliance Consultant;

- (4) Proof of adequate financial provision (Bank Issued Guarantee) for the rehabilitation of the mining site; and
- (5) Any additional information the Swakopmund Municipal Council may prescribe.
- (6) Valid Environmental Clearance Certificate.

Application Evaluation Criteria

- (7) In considering an application for approval for sand or gravel mining, the following shall as a minimum be considered –
 - (a) the potential social and environmental impacts that the activity might have on the surrounding land uses and activities within a radius of 1 km; and
 - (b) the potential impacts the activity might have on future development of the town;
 - (c) does the mining activity comply with Council regulations (.i.e. structure plan and Town Planning Scheme);
 - (d) any additional criteria Council may prescribe.

Conditions considered for Approval

- (8) An approval to excavate or remove sand is issued subjected to the following conditions –
 - (a) a valid Environmental Clearance Certificate;
 - (b) environmental Management Plan, which include the rehabilitation plan after closure;
 - (c) proof of adequate financial provision (Bank Issued Guarantee) for the rehabilitation of the mining site;
 - (d) compliance with conditions set under the Water Resources Management Act, No 11 of 2013; and
 - (e) Council reserves the right to carry out regular site inspections to determine whether the conditions of this approval are adhered to.

Duration of Approval

- (9) (a) An approval to carry out sand or gravel mining activities subject to the conditions set out in this regulation, may be granted for a term not exceeding one year.
- (b) An approval to carry out sand or gravel mining issued under Section 3, may be renewed at least three months prior to its expiry.

Suspension and/or Cancellation of Approval for Sand or Gravel Mining

- (10) Council may at any time during the term of duration of any approval under this regulation –
- (a) review such approval and amend the terms or conditions thereof, or suspend or cancel such approval, if it is in the public interest to do so;
 - (b) suspend or cancel such approval if the approval:
 - (1) fails to abide by any of the terms and conditions of the approval;
 - (2) fails to renew the Environmental Clearance Certificate and sand or gravel mining permit;
 - (3) cancellation of proof of adequate financial provision (Bank Issued Guarantee) of rehabilitation of the mining site; and
 - (4) fails to implement conditions set out in the Environmental Management Plan.
 - (5) fails to meet conditions as stipulated under the Water Resources Management Act (No 11 of 2013) and the Environmental Management Act (No 7 of 2007).
 - (6) fails to commence the removal of sand or gravel within the period specified in the terms and conditions set out in the sand/gravel mining permit.

GENERAL PERMIT CONDITIONS**Environmental Conditions**

- (11) The excavation of sand or gravel deposits must only be undertaken within the approved area;
- (12) Permit holder undertakes to minimise nuisance caused by heavy vehicles and machinery and will take all required precautionary measures to render his operation safe;
- (13) No material, including oversized material that results from excavation activities may be stockpiled or otherwise stored on a place not approved by the Swakopmund Municipal Council;
- (14) Access roads to the mining site shall be built and maintained by permit holders and shall follow only the route approved by the Swakopmund Municipal Council;
- (15) The driver(s) of the vehicle(s) approved to operate on mining site, shall at all times have a certified copy of the permit in the vehicle;

- (16) No other vehicle(s) except for the vehicle(s) approved by Council shall be allowed to remove sand or gravel, on behalf of the permit holder, from the mining area.
- (17) Fuel, oil and other wastes and equipment containing such wastes shall not be stored or released at any location in the demarcated mining area and must be deposited at authorized locations.
- (18) Vehicles shall not be maintained within the mining area, except for emergency repairs.
- (19) Permit holder shall identify the coordinates with recognisable markers (200 litre drums painted white);
- (20) Permit holder shall maintain the beacons in position and shall remove the beacons on closure of the mining site.
- (21) A visible sign board where the company name, logo and details are clearly displayed must be placed close to the access road to the mining site;
- (22) Excavation of sand or gravel shall be permitted on condition that the activities are not endangering other developments bordering the demarcated area and not closer than 200 meters to any public roads;
- (23) The normal underground water flow in the area and floods shall under no circumstances be polluted, blocked or deflected.
- (24) Excavation or mining shall be terminated two meters above the ground water table;
- (25) Excavation or mining shall not expose the roots of the vegetation, especially native woody species;
- (26) The area where the removal of sand/gravel takes place shall be left clean and in a neat condition so that the view of the natural surroundings is not blemished at any time;
- (27) Dumping of building rubble in excavated areas or open spaces within the demarcated area or close proximity is prohibited;
- (28) The permit holder is not allowed to lease the issued permit to another person or company.
- (29) The permit may not be passed on to another person or company as a successor in title at death or transfer.

Controlled Hours

- (30) Excavation/transport of sand or gravel and/or other activities relating to sand mining referred to herein, shall only be allowed between 07:00 to 17:00 from Monday to Friday and 07:00 to 13:00 on Saturday.
 - (31) It follows therefore that no vehicle transporting sand/gravel will be permitted on public roads outside the hours aforementioned.
-

CLOSURE AND REHABILITATION

Closer of Site

- (32) If the sand or gravel mining activities are to be closed, the operator must –
- (a) notify the Swakopmund Municipal Council of the intention to close and request a closure certificate from the Council;
 - (b) Submit an updated rehabilitation plan for approval together with the notification of intention to close.
- (33) The closure certificate will be issued under the following conditions:
- (a) once all mining activities have stopped; and
 - (b) once rehabilitation has been undertaken in accordance with the approved rehabilitation plan.
-

OFFENCES AND PENALTIES

Offences

- (34) A permit holder must –
- (a) manage all environmental impacts in accordance to the measure indicated on the approved Environmental Management Plan; and
 - (b) adhere to the conditions under Section 11 to 31 of this regulation.
 - (c) take responsibility for any environmental damage, pollution or ecological degradation as a result of his/her mining operations and which may occur inside and outside the boundaries of the area to which such approval/permit and/or Clearance relates.
 - (d) Undertaking any sand or gravel mining activities outside his/her permit boundaries.
- (35) Failure to adhere to the above is considered an offense not excluding the following offenses:
- (a) failure to apply the appropriate sand mining approval;
 - (b) undertaking of sand or gravel mining activities without a valid permit within Council's jurisdiction;
 - (c) failure to adhere to the provisions of an approval;
 - (d) failure to appoint an independent Environmental compliance consultant to conduct an environmental compliance audit;
 - (e) Inadequate rehabilitation following closure;

- (f) excavation and/or processing of any other mineral from a sand or gravel mining operation site that is not authorised as part of the approval obtained from the Swakopmund Municipal Council.

(36) On identification of an offense:

- (a) all activity must be immediately stopped until a decision is made by the Municipal Council on the penalty and the rectification of the offense; and
- (b) should the activity not be stopped voluntarily, the Municipal Council has the right to confiscate and impound any vehicles, machinery or tools associated with the operation until such time as the matter is resolved. The cost of the transport and storage of these items will be for the operator, if found to be guilty of the offence.

(37) The Municipal Council may request:

- (a) the approval holder to submit supporting documentation in his/her defence;
- (b) a report by an independent Environmental Assessment Practitioner identifying the impacts of the operator's actions and the rectification/mitigation required, which will be for the cost of the operator;
- (c) rectification of any damages to the environment of property on which the operation were undertaken; and
- (d) application for an approval in terms of this regulation
- (e) the Environmental Management Plan

Penalties

- (38) Any person who contravenes this regulations above or who fails to comply with any provision thereof shall be guilty of an offence in terms of the regulations and liable to a fine not exceeding the amount of N\$100,000.00 or to imprisonment for a period not exceeding 10 years or both fine and imprisonment

EXISTING APPROVAL

- (39) Any company or person who on the commencement of this regulations undertakes a sand or gravel mining activity with written approval from the Swakopmund Municipal Council may continue to undertake such activity for a period not exceeding one year, or remaining period as per the Council's approval, whichever is the most restrictive.

11.1.13 **PERMISSION USE MOBILE ADVERTISING TRAILERS**
(C/M 2021/11/25 - 7/2/1)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 8.8 page 79 refers.

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

1. Purpose

The purpose of this submission is to request consent from Council to grant permission to Hekami Outdoor to install mobile advertisement trailers within the townlands of Swakopmund by means of a lease agreement.

2. Application

Letter dated 14th of October 2021 was received from Hekami Outdoor that requests permission to set up mobile advertisement trailers on the following sites as identified by the applicant. (See **Annexure A & D**).

Site 1: Daniel Kamho Street (Behind Municipal Office)

Site 2: Rakatoka Street (between the Municipal head office and the fire station.

Site 3: Moses //Garoeb Street.

In terms of the Swakopmund Municipal's Advertisement Policy, such kinds of advertisement are prohibited. The advertisement policy does make provision for such kinds of applications to be submitted to the Management Committee for approval / considerations. (**ANNEXURE C**)

In the previous correspondence between Hekami Outdoor and the Engineering and Planning Services Department, a public open space was identified on Erf 2310, Mondesa to be used for such advertisement. (See Annexure D) This site has previously been approved to be used for similar type of advertising. The applicant has not indicated any interests in this proposed site.

3. Discussion

Site 1: Is located on Erf REM of 2827, the erf is allocated to the Municipality of Swakopmund. The position is on the Western edge of the erven next to the Moses //Garoeb Street. The sign is located on the erf and does not create a traffic visibility problems and the land is not currently allocated to any activity.

Site 2: This site is also on erf Rem of 2827. The position is located between the Municipality of Swakopmund Head Quarters entrance road and the Fire Station. The sign is located on the erf and does not create a traffic visibility problems and the land is not currently allocated to any activity.

Site 3: This site is located on Erf 444, this erf is the property of Transnamib. The applicant will have to apply through TransNamib and this application will have to be submitted to council to consider such a site.

As this application is to place mobile trailers, in consideration of the general aesthetics and durability it is not recommended to allow such advertising a longer period than six months. To allow such types of advertising to propagate over town may create a negative look appearance in general and alienate existing advertising.

4. Summary of attachments

<i>Annexure "A"</i>	: Application letter from HEKAMI Outdoor.
<i>Annexure "B"</i>	: Picture of sites as identified by the client.
<i>Annexure "C"</i>	: Abstract from the advertisement policy.
<i>Annexure "D"</i>	: Locality maps of the recommended and requested sites site by the Engineering and Planning Services.

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

RECOMMENDED:

- (a) That the Council grants permission to Messrs Hekami Outdoor to place mobile advertisement trailers on site one (1) and two (2), as per the attached map.
 - (b) That site three (3) be declined and the applicant be informed that he will have to apply to TransNamib for the use of this location.
 - (c) That permission only be granted to use sites for six (6) month with no option to renew the lease period.
 - (d) That Acting General Manager: Corporate Services and Human Capital draft a formal lease agreement for the use of council's land before any advertising be placed.
 - (e) That the rental for sites be determined N\$2 300.00 per site per month.
 - (f) That Messrs HEKAMI Outdoor be responsible for the maintenance of the mobile trailers.
 - (g) The Council reserves the right to cancel the lease agreement at any time during the lease period should Council requirements not be met.
 - (h) That the locations for this type of advertising be limited to the approval sites and be made available to other applicants once the lease period has expired.
-

HEKAMI OUTDOOR

14 October 2021

ANNEXURE "A"

Cllr. Wilfried Groenewald
Chairperson of Management Committee
Swakopmund Municipality
PO Box 53
Swakopmund

Dear Mr. Groenewald

REQUEST FOR PERMISSION TO HOST A MEDIA ASSET FOR OOH ADVERTISING PURPOSE AT MONDESA INTERSECTION, DANIEL KAHMO STREET, RAKATOKA STREET, AND MOSES //GAROEB STREET OR MANDUME YA NDEMUFAYO

I am addressing this letter to you in my capacity as a Director: Hosts & Brands Partnerships at HEKAMIOUTDOOR- Africa's only Out-of-Home Media Company that partners with cities, town councils, municipalities, shopping centres and residential estates to fight crimes through a network of out-of-home (OOH) media assets where criminalities of any nature can be easily committed.

A client of ours, Paratus Telecom is rolling-out an OOH campaign to promote their Fibre internet, an internet technology that brings fast and reliable Internet to businesses and homes. And Swakopmund is one of the identified towns with a community that will enjoy this offering from Paratus Telecom.

It is against this background that we are seeking for management council's approval to bring some of our mobile advertising trailers (media assets) with the Fibre internet campaign for the community of Swakopmund for a period of three months (with possible extension).

As an OOH media operator we value our landlords, therefore we are proposing to pay a market rate monthly hosting fees of N\$2300.00 (VAT inclusive) for each trailer hosted on council land at the

The logo for HEKAMI OUTDOOR is enclosed in a red rectangular border. The text "HEKAMI OUTDOOR" is written in a bold, black, sans-serif font.

following identified sites: Mondesa intersection (corner of Nelson Mandela Avenue and 3rd Street), Daniel Kahmo Street (behind municipal office building), Rakatoka Street (Drop off zone opposite Fire Station), and Moses //Garoeb Street or Mandume Ya Ndemufayo (Opposite Food Lover's Market).

Our hosting process is convenient, as a mobile trailers are only 3 metre x 6 metre taking up minimum ground space at one site only, with its height standing posing no destructions to Swakopmund community walking or driving. Our trailer being environmental friendly means we will not alter the natural setting of council land or any surfaces such as ground pavements or roads.

Accept, Sir, our highest consideration of your esteemed office in this regard.

Johannes Hangula (MR)

A handwritten signature in blue ink, appearing to read "JH", is written over a horizontal line.

Director: Hosts & Brands Partnerships

HEKAMIOUTDOOR – a member of Hekami Media Ventures

264811275462/264811458885

procurement@hekamiventures.com

HEKAMI OUTDOOR

ANNEXURE "B"

SITE ONE: DANIEL KAHMO - BEHIND MUNICIPAL OFFICE BUILDING



SITE TWO: RAKATOKA STREET – DROP OFF ZONE OPPOSITE FIRE STATION





SITE THREE AND FOUR: MOSES //GAROEB STREET OR MANDUME YA NDEMUFAYO -
OPPOSITE FOOD LOVER'S MARKET

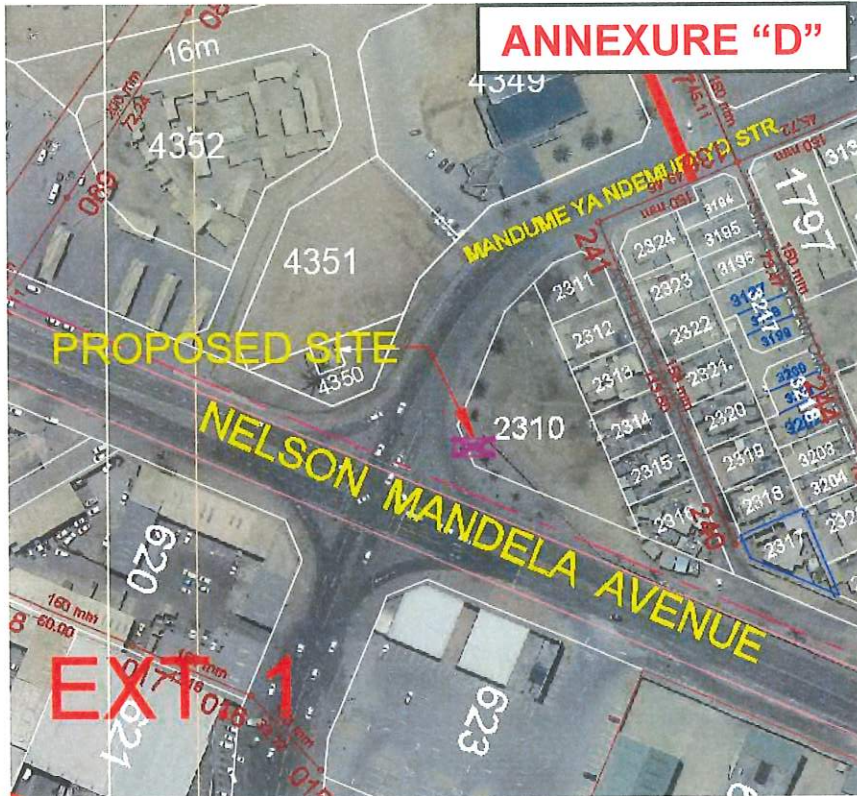


ADVERTISEMENT POLICY

10

ANNEXURE "C"

- Only one advertising sign per junction/intersection corner is allowed.
- Advertising signs may only be erected on medians, or in the middle of any road with the special consent of the committee established by Council.
- No advertising sign for a business or product may be erected on a residential erf even though the owner of the erf has given his/her approval to the applicant.
- Only advertisements applicable to Swakopmund are allowed. Signs advertising a business in another town are not allowed.
- The applicant is responsible for the erection of the sign to the satisfaction of the General Manager: Engineering Services and the Manager: Traffic Services.
- The exact position of the sign (where applicable) has to be determined in conjunction with the Manager: Traffic Services and the General Manager: Engineering Services.
- The applicant remains responsible for the maintenance of the sign.
- Council reserves the right to remove any sign at the applicant's cost should the applicant fail to maintain such a sign according to our requirements, or if the sign does not meet our specifications / requirements, or if the sign / advertisement differs from what has been approved, or if the sign displays an advertisement which, to Council's opinion, is against moral standards.
- Council also reserves the right to remove such sign should the applicant fail to do so upon request from Council if such removal is necessitated due to future development of the area.
- No advertisement for businesses operated on business premises may be done on a residential erf.
- All approvals given are temporary.
- Any application to erect signs which are not in compliance with the aforementioned policy must be submitted to the Management Committee of the Municipal Council of Swakopmund for consideration thereof.



Map indicating the proposed location



Map indicating Site 1 & 2



Map indicating Site 3

11.1.14 **TRANSFER OF FUNDS: ARCHIVES**
(C/M 2021/11/25 - 3/1/1/1))

Ordinary Management Committee Meeting of 11 November 2021,
Addendum **8.10** page **97** refers.

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

BACKGROUND

During the financial year 2020/2021, Council budgeted an amount of N\$360 000.00 for the procurement of the Property / Asset Register to be used for records purposes.

However, the Geographic Information System (GIS) acquired by the Engineering & Planning Services includes an Immovable Asset Register, thus it is not necessary to procure the Property / Asset Register.

In the meantime, a need has been identified for High Density Cabinets in the Archives which is estimated at N\$391 718.98.

PROPOSAL

It is therefore requested to use the funds allocated to the budget for the Property Asset Register for the purchasing of additional High Density Cabinets be transferred from Vote No: 150531013000 to the High Density Cabinet Vote No: 150531012900.

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

RECOMMENDED:

That permission be granted to the General Manager: Finance to transfer N\$360 000.00 from Property / Asset Register Vote No: 150531013000 to the High Density Cabinet Vote: 150531012900 where N\$587 000.00 is available.

11.1.15 **COUNCIL'S OUTSTANDING DEBTS**
(C/M 2021/11/25 - 3/1/1/1, 3/2/7)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 8.13 page 115 refers.

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

During the deliberations of the Special Management Committee, which was held on 21 October 2021, the General Manager Finance presented overview of Council's outstanding debts, and whereafter proposals were discussed on strategies as to how the outstanding debts can recovered.

- (a) Councils outstanding as at 20 October 2021 amounted to **N\$100 107 389.86**.
- (b) As per Cabinet Directive Council **MAY NOT** disconnect water supply.
- (c) Finance Department is currently also busy with debt recovery strategies with internal resources as well as through our **Debt Collectors**.
- (d) In order to recover outstanding debts, it was proposed during the deliberations of the meeting that:
 - 4.1 That Council publish an article in the newspapers and social media platforms whereby the Consumers will be granted grace period to make arrangements for settlement of their outstanding debts with Council, during the period **1 December 2021 till 31 March 2022**.
 - 4.2 That Council also considers granting **30% settlement discount** for payment of account balances **older than 90 days and plus**.

The purpose of this submission is for Council to identify possible solutions that can be implemented to enhance recovery of the outstanding debts. **Attached** hereto is a summarized version of the total outstanding debts as at **20 October 2021**.

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

RECOMMENDED:

- (a) That it be noted that Councils' outstanding debt as at 20 October 2021 amounted to **N\$100 107 389.86**.
- (b) That it be noted that stet the Cabinet Directive Council **MAY NOT** disconnect water supply.
- (c) That it be noted that the Finance Department is currently busy with debt recovery strategies with internal resources as well as through our **Debt Collectors**.
- (d) That Council announce in the newspapers and social media platforms that Consumers will be granted grace period to make arrangements for settlement of their outstanding debts with Council, during the period **1 December 2021 until 31 March 2022**.
- (e) That Council approves a **10% settlement discount** for payment of account balances older than 90 days.

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 RA135-02 Page

20 October 2021

*** SWANSEA MUNICIPALITY - PRODUCTIONS ***
 Total Balance For Service (As Reported)

BALANCES AS ON : 2021/10/20 SERVICE TYPES:

SERVICE	CURRENT	PREVIOUS	20 DAYS	30 DAYS	40 DAYS	50 DAYS PLUS	DEBITS	CREDITS	NET
INSE LP SE	0.00	64.11	35.04	5.00	41613.18		41617.12	0.00	41623.33
INSE VAT	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
INSULIF SU	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
INSTLOVAT	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
INVAOLIF AS	0.00	17.84	0.00	0.00	224.98		242.82	0.00	242.82
INVAOLIFAT	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
INWA LP WA	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
INWA VAT	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
REF REFUS	1041.07	51342.07	54537.78	54537.78	126991.58		714544.81	0.00	714544.81
RF VAT	0.00	48941.00	50235.80	50235.80	126991.58		244832.81	0.00	244832.81
SE SEMER	5995.00	114237.02	120232.02	120232.02	311264.04		1417002.93	0.00	1417002.93
SE VAT	0.00	16453.00	16453.00	16453.00	42132.50		100086.50	0.00	100086.50
SU SU SU	49871.48	75517.17	39492.94	48009.93	71800.72		900095.84	0.00	900095.84
SU VAT	4.25	4125.15	3452.90	4125.15	12744.48		25739.84	0.00	25739.84
SWANNSU AC	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSUAT	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU DE	0.00	23.40	1110.00	0.00	0.00		1110.00	0.00	1110.00
SWANNSU EN	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU IN	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU LA	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU RE	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU RE	0.00	22025.00	21443.00	4300.00	13000.00		10000.00	0.00	13000.00
SWANNSU RE	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU SU	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU SU	0.00	9606.00	8081.00	0.00	11000.00		17547.00	0.00	17547.00
SWANNSU SP	0.00	1400.00	1400.00	0.00	1600.00		3000.00	0.00	3000.00
SWANNSU SU	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSU SU	15012.57	21243.93	6447.18	4144.88	18875.35		101025.88	0.00	101025.88
SWANNSU SU	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
SWANNSUAT	0.00	11242.17	15956.50	15956.50	44613.87		103166.74	0.00	103166.74
SWANNSUAT	0.00	11242.17	15956.50	15956.50	44613.87		103166.74	0.00	103166.74
SWANNSUAT	0.00	11242.17	15956.50	15956.50	44613.87		103166.74	0.00	103166.74
VA ASSES	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00

2021/20 DEBTOR TYPES:		COMBINED CYCLE TOTALS		GROUP DEBTOR TYPE:		VAT 1/18: I		
SERVICE	CURRENT	PREVIOUS	30 DAYS	60 DAYS	90 DAYS	DEBITS	CREDITS	NET
VA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLES	0.00	4076.78	1023.54	1038.00	0.00	2482.35	0.00	2482.35
VEHICL VAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WATER	2323.62	3725.05	2642.77	2263.23	247.00	2852.56	0.00	2323.62
WATER VAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WA	2323.62	3725.05	2642.77	2263.23	247.00	2852.56	0.00	2323.62
WA VAT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GR	585.01	13065.61	7571.65	61180.45	42325.51	146857.77	0.00	70403.27
SUB TOTAL	2707.23	10665.44	7567.95	67340.74	61124.51	162856.86	-8274.23	224511.00
VAT TOTAL	1054.48	29675.78	15705.77	16605.64	1735.75	235711.50	0.00	224511.00
GRAND TOTAL	3761.71	136330.22	769595.46	60492.08	68460.26	186428.36	-8274.23	1010799.96

REP02401
REP03602

20 October 2021
Page 10 of 10

*** SPENDING Municipality - PERIODIC ***
Total Balance per Service for Analysis

BALANCES AS ON : 2021/10/20 DEBTOR TYPES:

11.1.16 **PLACEMENT OF STORAGE CONTAINERS AT DANIEL KAMHO HAWKERS SITE FOR THE PURPOSE OF STORING CHARCOAL AND WOOD**

(C/M 2021/11/25 - 14/1/3/1)

Ordinary Management Committee Meeting of 11 November 2021, Addendum **8.15** page **122** refers.

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

Introduction

This submission is seeking Council's approval to allow hawkers at Daniel Kamho Fresh produce and wood market to place storage containers on site for storage of goods.

Background and Discussion

On **29 April 2021**, Council under item 11.1.19 resolved amongst others:

- (a) *That Council approves the leasing of Daniel Kamho Hawkers site to members of public and local SMEs throughout the year for the purpose of selling charcoal and wood.*
- (b) *That the sale for fresh produce remains limited to the festive seasons (December & January) and a maximum of 3 stalls.*

There are currently two hawkers operating on site monthly, selling woods and charcoal, while four stalls (i.e. 2 for wood/charcoal and 2 for fresh produce) have been reserved for the festive season.

The hawkers however raised a concern regarding the expenses they incur daily just to transport their products to and from the site every day. In light thereof a written request was submitted from one of the wood/charcoal tenants (Attached) seeking permission to put a container on site which can be used as a storage facility.

It can be presumed that the request from Mr Diergaardt follows one of many verbal requests received regarding the need for storage facilities on site. Hawkers are also claim that the lack of storage facilities at the market hampers the growth of their businesses as they cannot buy wood in large quantities. As a result, the situation is costing them too much in terms of fuel and other related costs.

Considering the fact that all hawkers around town have storage facilities, the challenge experienced by the hawkers is certainly valid especially considering the anticipated rise in fuel costs. It is however also important to ensure that such storage facilities do not become an eye sore to the public therefore it needs to be placed in a manner that does not cause a nuisance to other hawkers or the public in general.

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

RECOMMENDED:

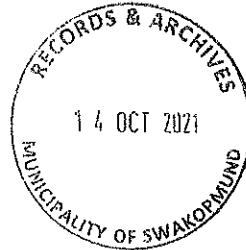
- (a) That Council approves the placement of 6m x 3m storage containers at Daniel Kamho Hawkers site at the tenants own costs.
 - (b) That these storage facilities may not be used for any purposes other than for the storage of goods for sale at market site.
 - (c) That the Economic Development Services Department ensures that such storage facilities do not become an eye sore to members of the public and are placed in a manner that does not obstruct the view of motorists utilizing the parking area.
 - (d) That Council reserves the right to cancel this approval upon receiving complaints regarding the improper and unbecoming behaviours or business activities at these storage facilities.
-

Business Letter Request

Arejay Construction
P.O.Box 1300
Swakopmund

12 October 2021

Chief Executive Officer
Municipality Of Swakopmund
P.O. Box 53
SWAKOPMUND



Dear Mr Benjamin

I am writing you concerning my Wood stand at the Daniel Kamho Fresh produce and Wood Market site. Approximately two weeks ago, on October 1, I started to sell my product to the public in Swakopmund a total of 100 bags a day, I have employed 4 new staff in order to provide new jobs in our town. I am so excited about contributing jobs back in our town. I really want to ask permission if I can please put a container as storage at this location because it will help me save time and money to grow my business and to up my sales in order to create more employment in our town. My website is up in running and has a big positive response.

I have worked and save very hard in order to help our town in growing our small businesses. I am also very confident in my local produce products and customer service. I hoped you will grant me my request and will be very thankful.

Sincerely,

E.Diergaardt
Owner of the Company
081 148 2991
rdiergaardt77@gmail.com

A handwritten signature in black ink, appearing to be "E. Diergaardt", written over a circular stamp.

11.1.17 **APPLICATIONS TO PURCHASE ERF 2623, EXTENSION 8, SWAKOPMUND**

- **MR FREDERICK JOHANNES MOUTON**
- **NAMIBIAN LUBRICATION SYSTEMS CC**
- **MS MARIETTE MARIA BEUTHIN**

(C/M 2021/11/25 - E 2623)

Ordinary Management Committee Meeting of 11 November 2021, Addendum **8.16** page **11** refers.

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

1. Introduction

This submission is dealing with three applications attached as **Annexure "A"** received to purchase of Erf 2623, Swakopmund:

- ① a letter dated **10 June 2021** from Mr Frederick Johannes Mouton offers to purchase the erf at an upset price of N\$ 665 000.00
- ② on **13 October 2021**, Ms Hanneke Karsten of Namibian Lubrication Systems cc and owner of Erf 2624, Swakopmund inquired regarding the possibility to acquire Erf 2623, Swakopmund with the intention to consolidate the two erven and develop a self-catering establishment on the consolidated erf, subsequently an email dated **14 October 2021** was then received
- ③ an e-mail dated **13 October 2021** was received from Ms Mariette Maria Beuthin to purchase Erf 2623, Swakopmund.

Attached as Annexure "B" is a map indicating the location of Erf 2623, Swakopmund.

2. Background of Erf 2623, Swakopmund

Erf 2623, Swakopmund was part of an exchange transaction with the Government. The erf measures 1333m² in extent. After the finalization of the exchange transaction, on **02 September 2014** under item 11.1.13, Council resolved to sell Erf 2623, Swakopmund at the closed bid sale at an upset price of N\$800 000.00 (N\$ 600.00/m²).

Following are sequences of events of the sales of Erf 2623, Swakopmund

- **1st sale** - Closed bid sale held on **31 July 2015** no bid was submitted.
- **2nd sale** - Closed bid sale held on **04 December 2014** and only one bid was received at the price of N\$ 850 000.00 from Ms M Beuthin. The sale was cancelled from the purchaser due to non-performance.
- **3rd sale** - Closed bid sale held on **05 August 2016** only one bid was received Ms M Beuthin and the bid was disqualified as she was not present at the sale.
- **4th sale** - On **05 August 2016** Ms M Beuthin offered to purchase the erf by way of private treaty at a price of N\$ 850 000.00. Council approved her application on 27 October 2016 under item 11.1.9 and subsequent the Ministry of Urban and Rural Development approved the sale on 09 February 2017. The sale was cancelled as the Ms Beuthin has not paid the purchase price on the set due date.
- **5th sale** - Closed bid sale held on **14 December 2018**. The erf was sold Mr Andreas Kambonde at the bid amount of N\$ 912 000.00. The sale was cancelled on **27 June 2019** after Mr Kambonde failed to pay the purchase price on the due date being 13 May 2019.

➤ Subsequent to the various failed transactions, on **25 July 2019**, under item 11.1.27 Council approved to sell the erf at a reduced upset price of N\$ 500.00/m² from N\$ 600/m² via closed bid sale.

- **6th sale** - Closed bid sale held on 11 October 2019, three bids were received of which two have declined their offers at the sale. The erf was then sold to Mr Amushila Amushila Lisias at the bid amount of N\$670 000.00. On **30 September 2020**, the sale was cancelled from Mr Amushila after he failed to pay the purchase price on the due date. The list is now exhausted and the erf is still unsold.

3. Current Situation

Council standard conditions of sale of the Closed Bid states that:

Should there be no further qualifying bidders, it will be reported to the Council for the Municipality of Swakopmund who will determine the way forward.

Once the property therefore remains unsold following a closed bid sale, Council will decide on the future sale of the property. Council failed to sell Erf 2623, Swakopmund at six separate sales.

Three (3) applications as referred under point (1) were received from the public to purchase the subject erf. Ms Beuthin being one of the applicants was given four opportunities to purchase the erf, hence she failed to perform in all opportunities she had. It is unknown whether she will perform if another fifth opportunity is given to her to purchase the erf.

Mr Frederick Johannes Mouton being the first applicant who applied to purchase Erf 2623, Swakopmund at an upset price of N\$ 665 000.00 approved by Council on **25 July 2019**, item 11.1.27. According to Mr Mouton, he intends to buy the erf in order to build his residential house. He stated in his letter that he is willing to pay the purchase price at a lump sum and do all ground work at his cost.

The application by Namibian Lubrication System cc (owner of Erf 2624) could be considered as they intend to consolidate Erf 2623 with Erf 2624, Swakopmund for the purpose of future developing of self-catering units on the consolidated erf.

4. Proposal

Considering the three applications of interest received from Ms Beuthin, Mr Mouton, Namibian Lubrication System cc being the only applications from the public, it is proposed that Erf 2623, Swakopmund be sold by an exclusive closed bid sale between the three applicants.

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

RECOMMENDED:

- (a) That Council approves that an exclusive closed bid be held for the sale of Erf 2623, Swakopmund measuring 1 333m² to the following applicants only at an upset price of N\$500.00/m² (N\$665 000.00) as approved by Council on 25 July 2019, under item 11.1.27:
- Mr Frederick Johannes Mouton
 - Namibian Lubrication Systems cc
 - Ms Mariette Beuthin
- (b) That the three approved bidders pay a refundable registration fee of N\$5 000.00 to take part in the closed bid sale.
- (c) That the following standard conditions be applicable:
1. *That upon allocation of the erf to the successful purchaser, Council's intention to sell the erf be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.*
 2. *That ministerial approval be applied for the sale of Erf 2623, Swakopmund in terms of the Local Authorities Act, Act 23 of 1992, as amended.*
 3. *That the transaction be concluded within 120 days from the date the last party signed the Deed of Sale and such date be regarded as date of sale.*
 4. *That payment of the purchase price be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the last party signed the Deed of Sale.*
 5. *Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
 6. *Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, else interest will be levied as from the date of the last party signing the deed of sale until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
 7. *That the purchaser accepts that no rights will accrue to it from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 8. *The erf is sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.*
 9. *That where the General Manager: Engineering and Planning Services determines that the purchaser must upgrade or extend*

the existing services to the erf, the purchaser must do so at its own cost and to the satisfaction of the General Manager: Engineering Services.

10. *That no development or construction be permitted to commence until the statutory processes have been completed and the erf is transferred.*
 11. *That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;*
 12. *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
 13. *That the agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.*
 14. *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
-

ANNEXURE "A"

19-03-08-262

E 2623

Frederick J Mouton

P O Box 8622

Swakopmund

Cell: 081 256 6024

Email: moutonfrik2408@gmail.com.na

10 JUNE 2021

The Chief Executive Officer

Swakopmund Municipality

P O Box 53

Swakopmund

**OFFER TO PURCHASE ERF 2623**

I hereby apply to Council for the purchase of **Erf 2623**, (size 1333 square meters) Diamond Street, Vineta for the upset price of **N\$ 665,000.00 (six hundred and sixty five Namibian Dollars)**. Any filling or ground work will be done by the purchaser.

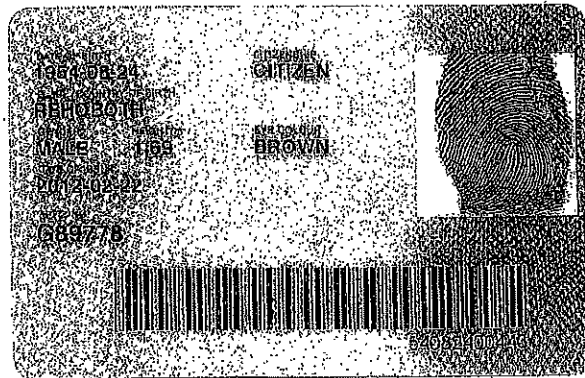
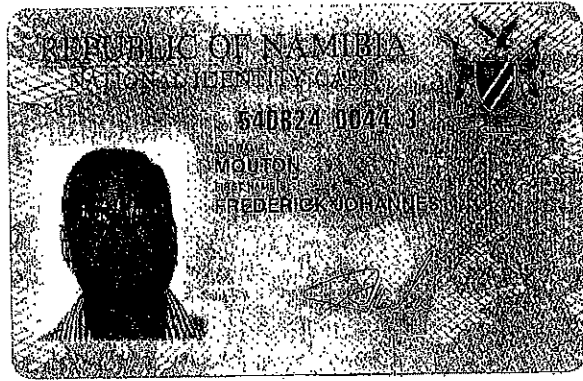
The purpose of the intended purchase is to build a residential house for personal occupation. Once approved the purchase price will be paid in 1 (one) lump sum.

I trust that my offer will be considered favourably.

Kind regards

A handwritten signature in black ink, appearing to read "F. Mouton".

FREDERICK J MOUTON**ID 54082400381**





MUNICIPALITY OF SWAKOPMUND

Ref No: E 2623

Enquiries: Ms M Sheehama

(064) 4104213
 088 614 514
 53 Swakopmund
 NAMIBIA
www.swkmun.com.na
msheehama@swkmun.com.na

08 October 2021

Mr Frederick J Mouton
 P O Box 8622
 SWAKOPMUND
 13001

081 256 6024
moutonfrik2408@gmail.com

Dear Sir

OFFER TO PURCHASE ERF 2623, SWAKOPMUND

I acknowledge receipt of your letter dated 10 June 2021 the content whereof is noted.

I wish to confirm that the matter is receiving attention and a further correspondence will be addressed to you as circumstances permit.

Should you have any enquiries, please contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully

Ms M Bahr
 Acting GM: Corporate Services & HC

/ms *MS AG*



Margaret Sheehama

From: Hanneke Karsten <hanneke@namibian-lubrication.com>
Sent: Saturday, 16 October 2021 21:39
To: Margaret Sheehama
Subject: RE: Erf 2623, Swakopmund

Good day

We would like to do the application to enquire about this Erf 2623, Vineta, Swakopmund.
 We are currently residing at Erf 2624 and would really like if you can give us a price on the erf, we would then like to consolidate the 2 erven and then later on build some self-catering units on the erf.

Please let us know if you require any more information.

Thank you & Kind Regards

Hanneke Karsten



Namibian Lubrication Systems cc
 Address: Unit 7 Malta Park Edison street
 Swakopmund Namibia
 Email: hanneke@namibian-lubrication.com
 Web: www.namibian-lubrication.com

Thank you
& Kind

Regards

From: Margaret Sheehama <msheehama@swkmun.com.na>
Sent: Thursday, October 14, 2021 11:33 AM
To: hanneke@namibian-lubrication.com
Subject: Erf 2623, Swakopmund

Dear Hanneka

Our telephone conversation refers.

Regards

Margaret



Margaret Sheehama
 Property Officer | Corporate Services & Human
 Capital
 Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund | Erongo
 Office: +264 64 410 4213 | Email: msheehama@swkmun.com.na
 Website: www.swkmun.com.na

Thank you for considering the environmental impact of printing emails

Margaret Sheehama

From: Stephny Bruwer
Sent: Thursday, 14 October 2021 06:47
To: Andre Plaatjie; Margaret Sheehama
Subject: FW: Erf 2623

Dear Sir

Ms M Sheehama finalized the submission.
We now recommended to consider Mr Mouton's offer for the erf.
Ms Beuthin had 4 opportunities to purchase the erf.

Kind regards

Stephny Bruwer | Corporate: Officer Property | Corporate Services & Human Capital | 4212

From: Mariette Beuthin [<mailto:beuthin31@gmail.com>]
Sent: Wednesday, 13 October 2021 04:34 PM
To: Stephny Bruwer
Subject: Erf 2623

Hallo Stefni

Is erf 2623 Vineta (my ou erfie) nog beskikbaar??

Mariette Labuschagne
Beucorp Pty.Ltd
+264 811 463 770

11.1.27

CLOSED BID SALES FOR EXTENSION 14

(C/M 2019/07/25 - G 3/3/2/14; E 2623 Swk 318 M4 334 M4)

RESOLVED:**ANNEXURE "C"**

(a) That it be noted that Council intends to sell the following erven zoned "*Single Residential*" as resolved by Council on 28 March 2018 under item 11.1.11 as per the list as Annexure "B" (on file):

- 27 September 2019 - 18 erven (marked in blue on the map)
- 06 December 2019 - 23 erven (marked in cerise on the map)

(b) That the sale of Erf 2623, Swakopmund measuring 1 333m² be added to the sale in point (a) above, at an upset price of N\$500.00/m², being N\$665 000.00.

(c) That the following two erven remaining unsold after the closed bid of 15 December 2017 be added to the sale in point (a) above:

	<i>Erf</i>	<i>m²</i>	<i>Upset Price</i>
1	318	1 179	N\$ 589 500.00
2	334	1 294	N\$ 647 000.00

- (d) That the two closed bid sales be advertised in terms of the Local Authorities Act 23 of 1992, as amended.
- (e) That the closed bid sales be subject to Council's standard conditions of sale for closed bid sales.
- (f) That allocation be done to the highest qualifying bidder on the basis of 1 erf per natural person (married couples, irrespective of the marital regime are regarded as one entity).
- (g) That the registration fee be determined at N\$5 000.00.
- (h) That each bidder be restricted to submit 3 bid forms only; and that no bidder may submit more than 1 bid per erf.
- (i) That the allocation of cancelled erven only be limited to the next 3 qualifying bidders.
- (j) That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second erf.
- (k) That the purchase price be paid within 120 calendar days from the date of sale.
-

11.1.18 **PROGRAMME FOR ORDINARY MONTHLY MANAGEMENT COMMITTEE AND COUNCIL MEETINGS FOR 2022**
(C/M 2021/11/25 - 5/2/1/1/2)

Ordinary Management Committee Meeting of 11 November 2021, Addendum **8.17** page **135** refers.

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

1. Ordinary Management Committee- and Council meetings are determined in terms of Sections 14 and 24 of the Local Authorities Act, (Act 23 of 1992, as amended). In terms of the legislation, notices for meetings should be served at least seventy-two (72) hours before the meeting. Management Committee and Council meetings are ordinarily held during the second and last Thursdays of the month respectively.
2. It is important to note that all Management Committee and Council meetings will be held on the last Thursdays, as per the tradition, except for the following:

<i>Meeting</i>	<i>Date of Meeting</i>	<i>Reason</i>
<i>Council</i>	<i>Monday, 30 May 2022</i>	<i>As a result of 25th & 26th May 2022 being Public Holidays. (Africa Day & Ascension Day)</i>

3. Submissions to the Management Committee meetings ordinarily close on the last Friday of each month whilst Council is on recess during December.
4. The election of the office bearers for 2021 will be on **30 November 2021**, thus the election of office bearers for **2022** will be on **29 November 2022**.
5. Section 11(2)(c) of the Local Authorities Act (Act 23 of 1992, as amended) states that the annual election of office bearers must be held: “... **on a date within a period of 30 days before the date on which the period of office of the Mayor or Chairperson or Vice-Chairperson of a Local Authority Council so elected expires.**”
6. **Attached as Annexure “A”** is the proposed programme in respect of Ordinary Management Committee and Council meetings to be held during 2022. A calendar for the year 2022 is **attached as Annexure “B”**.

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

RECOMMENDED:

- (a) That the programme for the Ordinary Management Committee and Council meetings for the period January 2022 until November 2022 (attached, as per Annexure "A"), be approved.
 - (b) That the election of office bearers of Council for 2022 be arranged to take place on 29 November 2022 at 09:00.
 - (c) That the Acting General Manager: Corporate Services and Human Capital arranges with the local magistrate to chair and facilitate the election of office bearers at the meeting scheduled for 29 November 2022.
-

CALENDAR FOR THE YEAR 2022

ANNEXURE “A”

MC MEETING COUNCIL MEETING PUBLIC HOLIDAY COUNCILLORS BIRTHDAY RECESS/WEEKEND

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	25	27	28	29
30	31					

01 New Year's Day

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 Independence Day
26 Councillor Heinrich H Nghidipaya's Birthday

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15 Good Friday
18 Easter Monday
03 Councillor Louisa Kativa Birthday
20 Councillor Errki Shitana Birthday

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

02 Workers Day
04 Cassinga Day
25 Africa Day
26 Ascension Day

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

26 Councillor Blasius Goraseb Birthday

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 Councillor Matthias Henrichsen Birthday

S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

26 Heroes Day
08 Councillor David Am-Gabeb Birthday
10 Councillor Claus W Goldbeck Birthday

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

30 Councillor Wilfried O Groenewald Birthday

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

22 Councillor Petrus Shimhanda Birthday

S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	28	30	31

10 Human Right's Day/Women's Day
10 Councillor Suamma Kautondokwa Birthday
25 Christmas Day
26 Family Day

S	M	T	W	T	F	S
				1	2	3

ANNEXURE "B"

MANAGEMENT COMMITTEE – AND COUNCIL MEETINGS FOR THE YEAR 2022

ELECTION OF OFFICE BEARERS (Refer to section 11 (2) (c) of the LA Act 23 of 1992, as amended.
QUOTE: "...on a date within a period of 30 days before the date on which the period of the Office of the Mayor or Deputy Mayor or Chairperson or Vice-Chairperson of a Local Authority Council so elected expires)

AGENDA OUT: 25 November 2022 - DATE OF MEETING: 30 November 2022

MANAGEMENT COMMITTEE MEETING (08:00)				COUNCIL MEETING (09:00)	
MONTH	CLOSING DATE FOR AGENDA AT 13:00	AGENDA OUT	DATE OF MEETING	AGENDA OUT	DATE OF MEETING
JANUARY	Mon, 03 January	Fri, 07 January	Thurs, 13 January	Fri, 21 January	Thurs, 27 January
FEBRUARY	Fri, 28 January	Fri, 04 February	Thurs, 10 February	Fri, 18 February	Thurs, 24 February
MARCH	Fri, 25 February	Fri, 04 March	Thurs, 10 March	Fri, 18 March	Thurs, 31 March
APRIL	Fri, 01 April	Fri, 08 April	Thurs, 14 April	Fri, 22 April	Thurs, 28 April
MAY	Fri, 29 April	Fri, 06 May	Thurs, 13 May	Fri, 20 May	Monday, 30 May
JUNE	Mon, 30 May	Fri, 03 June	Thurs, 9 June	Fri, 17 June	Thurs, 30 June
JULY	Fri, 01 July	Fri, 08 July	Thurs, 14 July	Fri, 22 July	Thurs, 28 July
AUGUST	Fri, 29 July	Fri, 05 August	Thurs, 11 August	Fri, 19 August	Wed, 31 August
SEPTEMBER	Fri, 02 September	Fri, 09 September	Thurs, 15 September	Fri, 23 September	Thurs, 29 September
OCTOBER	Fri, 30 September	Fri, 07 October	Thurs, 13 October	Fri, 21 October	Thurs, 27 October
NOVEMBER	Fri, 28 October	Fri, 04 November	Thurs, 10 November	Fri, 18 November	Thurs, 24 November
DECEMBER					

RECESS

- 11.1.19 • **CANCELLATION OF TRANSACTION ERF 2283 MATUTURA**
 • **EVICTON OF MR WILLIWARD NARIB AND RINA NARIS FROM**
ERF 2283 MATUTURA EXTENSION 10
 (C/M 2021/11/25 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 November 2021,
 Addendum **10.1** page **03** refers.

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

1. INTRODUCTION

This submission serves inform Council that Mr Williward Narib and Ms Rina Naris was allocated Erf 2283 Matutura, Extension 10.

They entered into a conditional agreement with Council and National Housing Enterprise during **2019** attached as **Annexure "A"**. Unfortunately, Mr and Ms Narib could not secure funds from any financial institution as per clause 4.3.

Messrs Kinghorn Associates made an investigation of the matter and informed Council in the letter dated **09 September 2020** attached as **Annexure "B"**. They explained the chain of event and suggested that Council should terminate the transaction and evict Mr and Ms Narib from Erf 2283 Matutura, Extension 10.

2. BACKGROUND

The abovementioned transaction is conditional and requires the beneficiaries to enter into a loan agreement with any financial institution to fund the improvement of the property (refer to clause 4). In this instance the beneficiaries were to secure a loan by **15 March 2019** but they failed.

Mr and Mr Narib initially applied for a loan with Standard Bank Namibia Ltd. However, during **October 2019** the bank declined and cancelled their loan application. The beneficiaries were not able to secure a loan from NHE either. There was no rental arrangement between NHE and the beneficiaries; they have been staying at Erf 2283, Matutura, Ext 10 without payment.

In their letter dated **09 September 2020 attached as Annexure " B"** Messrs Kinghorn Associates propose that Council should notify the beneficiaries and NHE of the beneficiaries' default and ask the beneficiaries to perform their obligations under the agreement to obtain financing within 21 one days.

Attached as **Annexure "C"** is a letter from Council to Mr and Ms Narib dated **01 September 2021** where they were informed to obtain financing by entering into a loan agreement with a suitable financial institution, and that if they fail to secure

finances, the transaction will be cancelled and they will be evicted.

Mr and Ms Narib in their later dated **13 September 2021** attached as **Annexure "D"** explained that their financial status did not improve and they plead for Council to recall the decision of eviction.

3. **DISCUSSION**

As explained in the letter dated **09 September 2021** Annexure **"B"** from Messrs Kinghorn Associates, Mr Williard Narib and Ms Rina Naris were not able to secure financial assistance and the never entered into rental agreement with NHE. The matter was brought to their attention on the letter dated **01 September 2021** attached as **Annexure "C"**. They responded with their letter dated **13 September 2021** attached as **Annexure "D"** pleading for Council to recall the decision to terminate the contract and evict them from Erf 2283, Matutura, Ext 10. They have been staying on the property since **2019** up to date without payments.

4. **PROPOSAL**

It is proposed that Council terminate the agreement between NHE, the beneficiaries and Council entered into during **2019** attached as **Annexure "A"**.

It is further proposed that Council intrustruct Messrs Kinghorn Associates to evict Mr and Ms Narib from the property Erf 2283, Matutura Ext. 10.

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

RECOMMENDED:

That the Acting General Manager: Corporate Services & Human Capital consults with the attorneys to confirm whether Council can cede its rights to Messrs National Housing Enterprise to evict Mr Williard Narib and Rina Naris from Erf 2283, Matutura Extension 10.

ANNEXURE "A"

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the Council")

and herein represented by Alfeus Benjamin
MARGO-PETER GLIFF-SWARFS
in his capacity as Acting Chief Executive Officer

and by

ERIKKIE SHITANA and/or KLEOPHAS JASON NGWENA
in his capacity as the Chairperson and/or Alternate Chairperson of the Management Committee, and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act 1992

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname:	<u>WILLIWARD NARIB</u>	
Namibian Identity No:	<u>730830 0032 4</u>	
Residential Address:	<u>ERF NO 2283 MATUTURA (EXT 10) SWAKOPMUND</u>	
Postal Address:	<u>P O BOX 4116, VINETA, SWAKOPMUND</u>	
Place of Work:	<u>Self-employed</u>	
Telephone No:	Work: <u>064-</u>	Mobile: <u>081 272 0192</u>
Marital Status:	MARRIED: <input checked="" type="checkbox"/> UNMARRIED: <input type="checkbox"/> and if MARRIED IN COMMUNITY OF PROPERTY, or where the Property was allocated to the Beneficiary and his/her spouse, also:	
	Full Name/s & Surname of Spouse: <u>RINA NARIS</u>	
	Namibian ID No of Spouse: <u>751024 1016 4</u>	
	Spouse's Tel No:	Work: <u>064 - 444896</u> Mobile: <u>081 2446091</u>
	Place of Work: <u>Hotel Deutsches Haus</u>	
Date of Marriage:	<u>21 SEPTEMBER 2009</u>	Place of Marriage: <u>SWAKOPMUND</u>

(collectively hereinafter referred to as "the Beneficiary")

AND

NATIONAL HOUSING ENTERPRISE
(referred to herein as "the NHE")

[Handwritten signatures and initials]
M A G
R Naris
H N

1. DONATION OF PROPERTY

1.1 In execution of their agreement, the Council hereby donates to the Beneficiary, who hereby accepts the donation of the following Property, subject to the terms of this agreement:

CERTAIN: ERF NO. 2283 MATUTURA (EXTENSION NO. 10)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION DIVISION "G" ERONGO REGION

MEASURING: 345 (THREE FOUR FIVE) SQUARE METERS

HELD BY: CERTIFICATE OF REGISTERED TITLE NO. T 4502/2018 (hereinafter referred to as "the Property").

1.2 The Property is donated to the Beneficiary and his/her spouse if they married in community of property or to the Beneficiary and his/her spouse where the Property was allocated to both spouses as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint-owners of the Property in the event that they are not married in community of property.

1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. CONDITIONAL DONATION

2.1 The donation is made on the condition that the Beneficiary fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.

2.2 Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.

2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the Property:

2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein; any portion thereof or any sectional title unit

Handwritten signatures and initials, including 'M N', 'LX', 'N.N', and 'N.N'.

or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.

2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:

(a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;

(b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;

(c) the Beneficiary shall not cede or assign any of his/her rights or obligations under this agreement.

Handwritten signatures and initials:
M.A. [Signature]
L.A. [Signature]
P. [Signature]
Naris [Signature]
J.A. [Signature]

3. CONSTRUCTION OF THE RESIDENTIAL DWELLING
- 3.1 NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.
- 3.2 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.
- 3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the Council's by-laws, building regulations, and those applicable to construction of residential dwellings.
- 3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality, in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.
- 3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, within a period of 4 (four) months of the Registration Date, upon the receipt of which NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.
- 3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.8 The Council shall have no liability of whatsoever nature towards the NHE or the Beneficiary pertaining to the dwelling or the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.

4. PAYMENT OF THE CONSTRUCTION COSTS

- 4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by NHE, is the amount as indicated in annexure "A" hereto, N\$442 875,00 (four hundred and forty two thousand eight hundred and seventy five Namibia Dollars), being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon (collectively referred to herein as "the construction costs").
- 4.2 The Beneficiary shall pay the construction costs to NHE without deduction or set-off and free of any banking charges:
- (a) on the Registration Date, where the Beneficiary has secured a loan thereto; or
- (b) ~~by means of instalments, where the NHE has agreed thereto,~~
and ~~as further recorded in annexure "A" hereto.~~
- 4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment constructions costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.
- 4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at a registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms, commonly referred to as a "pre-approval".
- 4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.
- 4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's attorneys, secure the payment of the construction costs by means of delivering to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration of the construction costs.

5. POSSESSION AND OCCUPATION AND USE OF THE PROPERTY

- 5.1 The Beneficiary shall be entitled and obliged to take possession of and to occupy the Property as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.

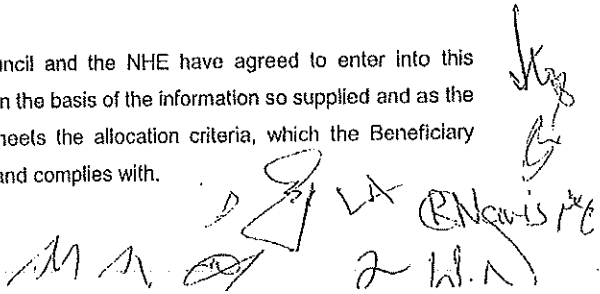
[Handwritten signatures and initials]

[Handwritten initials: M, A, O, U, R, N, S, B, W, T, R, N]

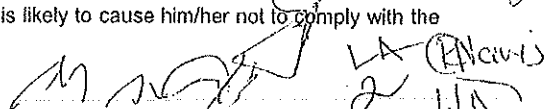
- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as the owner of the Property, as from the Registration Date.
- 5.4 In the event of the Property not appearing on the municipal valuation roll on the date of possession or the date of registration, the Beneficiary agrees to pay municipal rates levied on an amount equal to the construction costs as if it was a provisional valuation; provided that any such payment is subject to revision as soon as the valuation of the Property is entered on the Council's valuation roll.
- 5.5 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

6. ALLOCATION CRITERIA

- 6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the Mass Housing Development Program. Some of these criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".
- 6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.
- 6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true and correct.
- 6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information so supplied and as the Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.


 The bottom right of the page contains several handwritten signatures and initials. On the left, there are initials 'M A' and a circled 'A'. In the center, there is a large, stylized signature that appears to be 'LA'. To the right of this, there are initials '2 W.N.' and a signature that looks like 'R.N. Curis Me'. At the top right of this group, there is a signature that looks like 'J.K.' and another that looks like 'G.'.

- 6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life-partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:
- 6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;
- 6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;
- 6.5.3 The Beneficiary is a first-time home owner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;
- 6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;
- 6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;
- 6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;
- 6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the



 LA (NHE)

allocation criteria.

- 6.6 In the event of the Beneficiary not complying with any of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.

7. TRANSFER AND BOND REGISTRATION

- 7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.

- 7.2 Transfer shall furthermore not be given, unless:

7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by-laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;

7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council or the NHE may determine as reasonably necessary prior to transfer;

7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.

- 7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly instalments, which repayment terms, in that event, are to be summarized in writing and attached to this agreement.

- 7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the NHE, as the case may be, on their customary terms and conditions.

- 7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of NHE shall be effected by NHE's conveyancers.

Handwritten signatures and initials:
 M. N. ...
 J. A. ...
 R. N. ...
 W. N.

- 7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by NHE's conveyancers.
- 7.7 All direct costs, legal expenses and moneys due in respect of the registration of transfer and the registration of a bond in favour of the NHE (only) or any costs in relation thereto, including the transfer fees, stamp duty, transfer duty and any other related expenses, if any, as well as the costs of this agreement and any other legal costs related thereto, are for the account of NHE, and are regarded as included in the construction costs as referred to herein.
- 7.8 For the purpose of this agreement, "the Registration Date" shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.
- 8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER**
- 8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.
- 8.2 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 8.3 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or the Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.
- 9. BREACH**
- 9.1 In the event of:
- 9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach with 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or

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[Handwritten initials: M, N, S, J, R, N, H, N]

9.1.2 the Beneficiary failing to make payment of his/her monthly installments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately,

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law:

9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.

9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence thereof.

9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.

10. GENERAL

10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.

10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.

10.3 This agreement shall be binding on the Beneficiary's successors in title.

10.4 The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period as referred to in

clause 2.3.1 above.

- 10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.
- 10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:
- 10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which NHE was unable to recover from the Beneficiary in terms hereof; and
- 10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

- 11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:

- 11.1.1 the Beneficiary: The Property
The postal address on page 1 to this agreement
- 11.1.2 the Council: The Municipal Office Complex
Rakatoka Street Swakopmund
P.O. Box 53, Swakopmund
- 11.1.3 the NHE: No. 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek

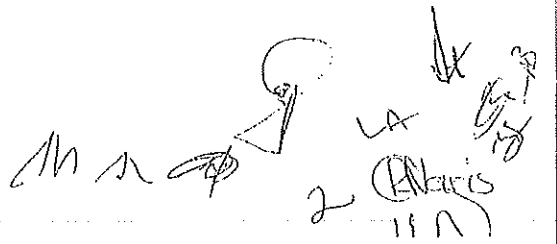
- 11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.

- 11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

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12. JURISDICTION OF THE COURTS

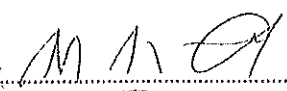
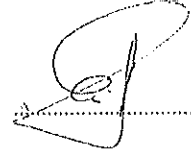
The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.



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Thus done and signed by the Council at Swakopmund on the day of 2018.

AS WITNESSES:

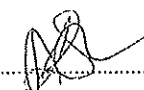
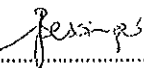
1. 
 2. 

 ACTING CHIEF EXECUTIVE OFFICER

 CHAIRPERSON MANAGEMENT COMMITTEE / ALTERNATE

Thus done and signed by the NHE at Nakivi street on the 13th day of December 2018.

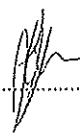
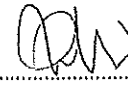
AS WITNESSES:

1. 
 2. 

 FOR THE NATIONAL HOUSING ENTERPRISE

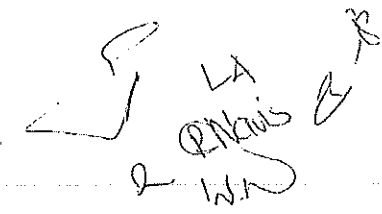
Thus done and signed by the Beneficiary at Swakopmund on the 9 day of November 2018.

AS WITNESSES:

1. 
 2. 

 THE BENEFICIARY

 SPOUSE OF THE BENEFICIARY


 LA
 P. N. N. N.
 W. N.

ANNEXURE "B"

Draw File and Check

NOTARIES
CONVEYANCERS
ATTORNEYS



Haus Altona
2-6 Tobias HalnyeKo Street
SWAKOPMUND / NAMIBIA
P.O. Box 1455 (No Area Code)
Tel: +264 64 405051/2
Fax: +264 64 402159
E-mail: nicolenevz@kinglaw.com.na
VAT Registration No: 2667085-01-5

The General Manager
Corporate Services and Human Capital
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND

YOUR REF: **MASS HOUSING
(40/40 HOUSING INITIATIVE)**

OUR REF: **PJB/nv NHE1/0051-60**

ATT: MR SWARTS & MS DU PLESSIS

09 September 2020

Dear Sir / Madam

RE: MASS HOUSING TRANSACTION: TRI-PARTY CONDITIONAL DONATION AGREEMENT
TRANSFER OF ERF 2283 MATUTURA (EXT 10); MUNICIPAL COUNCIL OF
SWAKOPMUND // W NARIB & R NARIS

1. We refer to the above transaction, and your instructions to us to procure registration of the transfer of Erf 2283 Matutura to Mr Narib and Mrs Naris under the Mass Housing Programme.
2. A conditional donation agreement was entered into between Mr Narib and Mrs Naris ("the Beneficiaries"), Council and NHE on 29 January 2019. We enclose a copy of the agreement hereto for your reference.
3. The abovementioned agreement is conditional and requires the Beneficiaries to enter into a loan with a financial institution to fund the improvement of the properties (refer to clause 4). In this instance the Beneficiaries, in terms of clause 4.3, were to secure a loan by 15 March 2019.
4. Mr Narib and Mrs Naris initially applied for and was granted a loan with Standard Bank Namibia Ltd. However, during October 2019, we were informed by Standard Bank's bond attorneys that the Beneficiaries refused to sign the bond documents and finally cancelled their loan application with Standard Bank.
5. During November 2019 we were advised by Mr Narib that an application for financing was made by the Beneficiaries with NHE. We made several enquiries with NHE regarding this loan application and were eventually informed on 07 February 2020 by NHE that no loan was applied

Partners: HILKE ELSE AHRENS B.Proc. LL.B.; PETRUS JACOBUS BURGER B.A LL.B LL.M., HENDRIAN VISSER LL.B
Assisted by: RAIMUND STRZELECKI, LL.B (Professional Assistant); ALAPEJE NAMBIRA B.Com (Law), LL.B (Professional Assistant)

2

for with NHE by the Beneficiaries. NHE contacted Mr Narib and requested that the Beneficiaries make application for financing with NHE to enable them (NHE) to review whether the Beneficiaries would qualify for a loan or not.

6. The Beneficiaries were since seemingly not able to secure financing to fund the improvement of the properties, amounting to a material breach of the Beneficiaries' obligations under the donation agreement, and unless rectified, may afford Council the right to cancel the agreement.
7. We advise that Council take steps to place it in a position where it could lawfully cancel the agreement with the Beneficiaries.
8. We propose that Council notify the Beneficiaries and NHE of the Beneficiaries' default, and demand the Beneficiaries to perform their obligations under the agreement, i.e. to obtain financing by entering into a loan agreement with a suitable financial institution within 21 (twenty one) days from the notice being delivered.
9. Should the Beneficiaries remain in default, Council should formally cancel the agreement by means of a written cancellation notice to the Beneficiaries.
10. Kindly advise if may proceed as referred to above.

Yours faithfully,



KINGHORN ASSOCIATES
Per: PJ BURGER

ANNEXURE "C"**MUNICIPALITY OF SWAKOPMUND**

☎ (064) 4104230
 📠 088 614 514
 📍 53 Swakopmund
 NAMIBIA
 🌐 www.swkmun.com.na
 ✉ bramosviegas@swkmun.com.na

Enquiries: Ms B Ramos Viegas

01 September 2021

Mr W Narib & Ms R Naris
 P O Box 4116
 VINETA
 13003

Dear Sir & Madam

**MASS HOUSING TRANSACTION:
 TRI-PARTY CONDITIONAL DONATION AGREEMENT: TRANSFER OF ERF 2283
 MATUTURA (EXT 10)**

• NOTICE TO RECTIFY BREACH: ERF 2283 MATUTURA (EXT 10)

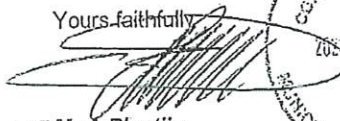
A Memorandum of Agreement was signed between yourself, Messrs NHE and the Municipal of Swakopmund during November and December 2018 and January 2019 respectively to purchase a house on Erf 2283, Matutura (Ext 10).

On 09 September 2021 Messrs Kinghorn Associates informed this office that you are unable to secure financing to fund the improvement of the properties, amounting to a material breach of the Beneficiaries' obligations under the donation agreement.

You are herewith given 21 days' notice of in terms of clause 9 of the donation agreement to rectify the breach by Friday, 01 October 2021, by obtaining financing by entering into a loan agreement with a suitable financial institution. Should you fail to provide proof that a home-loan has been obtained from a registered financial institution by Friday, 01 October 2021, the transaction will be cancelled.

Should you have any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104230.

Yours faithfully,


 Mr A Plaatjie
 General Manager: Corporate Services & HC (Acting)



/brv

Copy: NHE – Mr Tjikuna
 Kinghorn – Mr PJ Burger



All correspondence must be addressed to the Chief Executive Officer

ANNEXURE "D"

Subsidiary to 2283

Acknowledged

Sharepoint
E. 2283 M

From: Mr. W Narib Mrs. R. Naris
Box 4116 Venita
Swakopmund
E: mail-wnmission@gmail.com

REF: E 2283 M

To: Municipality of Swakopmund
Box 53
Tel: (064) 410 42 30
Swakopmund
Namibia

www.swkmun.com.na



14/09/21

Date: 2021 September 13

RE: RECALLING THE CANCELLATION OF TRANSACTION ON ERF 2283 MATUTURA (EXT 10)

We are hereby writing to inform the TRI-PARTY, that as husband and wife Mr. W. Narib and Mrs. R. Naris, our financial status has not improve yet, to be able to approach any financial institutions to acquire such, so recall your intention, this situation is beyond our control.

Before the cancellation of the transactions we will politely also, ask you to revisit and consult the Namibian Constitutions on the citizens human fundament rights, which we all know that you are aware of it:

We want to bring it also under your attention; that neither me W. Narib or Mrs. R .Naris has a piece of land or a house anywhere in Namibia or in the world we can call home, apart from 2283 Matutura, and we would not allow the only chance which is presented to us slip through, we are first time buyers.

Municipality and NHE of all the people who is in business of housing, you should be the last person to even think of cancellation of such transactions, we all are aware of the global economic crazes, and unplanted situations brought about by corona/covid 19 which is still hovering over us worldwide, no country has recovered yet from any economical distractions cost by this pandemics, and this is the season which as visionary leaders, should seat and brainstorm as to how we can solves this situation at hand, instead of opting to evicting people who is already stranded to nowhere.

Mr Pleatjer please advise how proceed.
- Should we instruct Pleatjer to proceed or should we ^{inform} the council?

As institutions by name Municipality and NHE who is in the business for so many years should have already the plans and the means in place, and the know how to handle this type of situations positively without pushing it down to the men who is already on the ground.

NB: We know and we are sure that we are not the only one's involved or affected by this situation, so call us all in for a day workshop and let's put brains together as affected parties, direct and indirectly and work out a lasting positive result. Don't forget that, the sick men knows where the pain is in him.

Mr. PJ Burger as counsellor, let's put humanity first, when it comes to housing issues, as an adviser please revisited the old Municipality bylaws, and advise them accordingly, demonstrated to them how people used to pay off their houses during the former administration.

Let's work out any other useful or meaningful salutations for this case, I'm able man, made disable by the current pandemic season, if given any productive chance I will make it count.


So as it stand I, Mr. Willward Narib and Mrs. Rina Naris, we will not even accept any default judgments on this property Erf 2283 Matutura (Ext 10).

We remain hopeful, that any miracle out there in the form of money will come before hand, you don't need to believe it: we do.

Best regards

Yours faithful citizen of Namibia.

Mr. Mrs. W, R NARIB'S & CHILDREN FROM THEIR DWELLING 2283 Ext 10 Matutura.

Mr. W. Narib.....

Mrs. R. Naris.....

11.1.20 **RESALE OF THE PROPERTY ON ERF 7731, SWAKOPMUND, EXTENSION 28**
(C/M 2021/11/25 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 November 2021, Addendum **10.2** page **23** refers.

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

1. INTRODUCTION

This submission serves inform Council that Mr Mario Marchel Klukwoski and Ms Abigale Yvette Klukowski are requesting to sell Erf 7731, Swakopmund, Extension 10 back to Council.

They entered into a conditional agreement with Council and National Housing Enterprise on **22 October 2020** (attached as **Annexure "A"**).

2. BACKGROUND

The attached as Memorandum of Agreement (**Annexure "A"**) entered into by and between the Council, Mr and Ms Klukowski and NHE; on page 3 and 4 under clause 2.3.1 states that:

The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has consented to such transfer in writing and the Property was offered in writing for sale to the Council, who has rejected the offer in writing.

The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the reasonable costs which the Beneficiary may have incurred to permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council and whose determination shall be final and binding on the parties. For the purposes of this clause "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

Therefore, Mr and Ms Klukwoski sent an email to Council dated **13 October 2021** (attached as **Annexure "B"**) explaining that they are not happy in that area and that he almost got robbed few meters away from their residence.

3. DISCUSSION

The beneficiary is restricted to rent out, share or sell the property for the period of 10 years as from the date of the property registration or transfer of the property into the beneficiaries' name. The first offer for sale must always be made to Council in writing; Council will have 60 days to consider the offer. Council

must obtain permission from the Ministry of Urban and Rural Development.

Council will then purchase the property at a price equal to the reasonable costs which the beneficiary incurred to permanently improve the property. The cost shall be determined by an independent valuator appointed by Council. The valuator's determination shall be final and binding on the parties.

4. **PROPOSAL**

- *It is proposed that Council consider purchasing the property on Erf 7731, Swakopmund, Extension 10, upon the value of the structure as determined by the valuator.*
- *That all cost incurred during the transfer of the property be included in the purchase price.*

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

RECOMMENDED:

That Council has no objection to the sale of the Erf by Mr and Ms Klukowski on condition that Messrs National Housing Enterprise has no objection.

ANNEXURE "A"

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the Council")

and herein represented by **ALFEUS BENJAMIN**
in his capacity as Chief Executive Officer

and

ERIKKIE SHITANA and/or KLEOPHAS JASON NGWENA
in his capacity as the Chairperson and/or Alternate Chairperson of the Management Committee, and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act 1992

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname:	<u>MARIO MARCHEL KLUKWOSKI</u>		
Namibian ID Number:	<u>900116 0054 3 (MR)</u>		
Residential Address:	<u>ERF NO. 7731 SWAKOPMUND (EXTENSION NO. 28)</u>		
Postal Address:	<u>P O BOX 8835, SWAKOPMUND</u>		
Place of Work:	<u>Rossing Uranium Ltd</u>		
Telephone Number:	Work: <u>064 520 2572</u>	Mobile:	<u>+26481 2958500</u>
Marital Status:	MARRIED: <input checked="" type="checkbox"/>	UNMARRIED:	<input type="checkbox"/>
and if MARRIED IN COMMUNITY OF PROPERTY, or where the Property was allocated to the Beneficiary and his/her spouse, also:			
Full Name/s & Surname of spouse:	<u>ABIGALE YVETTE KLUKOWSKI</u>		
Namibian ID Number of spouse:	<u>901216 0007 6 (MRS)</u>		
Place of Work:	<u>UNEMPLOYED</u>		
Spouse's Telephone Number:	Work: <u>N/A</u>	Mobile:	<u>083 5140028</u>
Date & Place of marriage:	<u>06 AUGUST 2016: KEETMANSHOOP</u>		

(collectively hereinafter referred to as "the Beneficiary")

AND

NATIONAL HOUSING ENTERPRISE
(referred to herein as "the NHE")

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1. **DONATION OF PROPERTY**

- 1.1 In execution of their agreement, the Council hereby donates to the Beneficiary, who hereby accepts the donation of the following Property, subject to the terms of this agreement:

CERTAIN: ERF NO. 7731 SWAKOPMUND
(EXTENSION NO. 28)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 315 (THREE ONE FIVE) SQUARE METERS

HELD BY: CERTIFICATE OF REGISTERED TITLE NO. T 4684/2017

(hereinafter referred to as "the Property").

- 1.2 The Property is donated to the Beneficiary and his/her spouse if they are married in community of property, or to the Beneficiary and his/her spouse where the Property was allocated to both spouses, as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint-owners of the Property in the event that they are not married in community of property.
- 1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. **CONDITIONAL DONATION**

- 2.1 The donation is made on condition that the Beneficiary hereby fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.
- 2.2 Should the Beneficiary fail to comply with all his/her obligations in terms of this agreement, the agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.
- 2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the Property;
- 2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit

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or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for the sale to the Council, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at the price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

- 2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.
- 2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:
- (a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children under his/her care. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;
 - (b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;
 - (c) the Beneficiary shall not pledge, mortgage, cede or assign any of his/her rights or obligations arising from this agreement.

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3. CONSTRUCTION OF A RESIDENTIAL DWELLING

- 3.1 NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.
- 3.2 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.
- 3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the council's by-laws, building regulations, and those applicable to the construction of residential dwellings.
- 3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.
- 3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, with a period of 4 (four) months of the Registration Date, upon the receipt of which NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.
- 3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.8 The Council shall have no liability of whatsoever nature towards the NHE or this Beneficiary pertaining to the dwelling of the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.


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4. PAYMENT OF CONSTRUCTION COSTS

- 4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by the NHE, is the amount as indicated in annexure "A" hereto, **N\$467 900.00 (FOUR HUNDRED AND SIXTY SEVEN THOUSAND NINE HUNDRED NAMIBIA DOLLARS)**, being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon (collectively referred to herein as "the construction costs").
- 4.2 The Beneficiary shall pay the construction costs to the NHE without deduction or set-off and free of any banking charges:
- (a) on the Registration Date, where the Beneficiary has secured a loan thereto;
or
- (b) by means of installments, where the NHE has agreed thereto,
and as further recorded in annexure "A" hereto.
- 4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment of the constructions costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.
- 4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at the registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms, commonly referred to as a "pre-approval".
- 4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.
- 4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's attorneys, secure the payment of the construction costs by means of delivery to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration for the construction costs.

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5. **POSSESSION AND OCCUPATION AND USE OF THE PROPERTY**

- 5.1 The Beneficiary shall be entitled and obliged to take possession of the Property as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.
- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of the delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as owner of the Property, as from the Registration Date.
- 5.4 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

6. **ALLOCATION CRITERIA**

- 6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the under the Mass Housing Development Program. Some of these criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".
- 6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.
- 6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true, and correct.
- 6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information supplied and as the

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Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.

- 6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:
- 6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;
- 6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;
- 6.5.3 The Beneficiary is a first-time homeowner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and that neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary or his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;
- 6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;
- 6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;
- 6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;
- 6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and

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hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the allocation criteria.

- 6.6 In the event of the Beneficiary not complying with all of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.

7. TRANSFER AND BOND REGISTRATION

- 7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.
- 7.2 Transfer shall furthermore not be given, unless:
- 7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;
- 7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council and the NHE may determine as reasonably necessary prior to transfer;
- 7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.
- 7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly installments, which repayment terms, in that event, are to be summarized in writing and attached to the agreement.
- 7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the

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NHE, as the case may be, on their customary terms and conditions.

- 7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of the NHE shall be effected by the NHE's conveyancers.
- 7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by NHE's conveyancers.
- 7.7 All direct costs, legal expenses and moneys due in respect of the registration of transfer and registration of a bond in favour of the NHE (only) or any costs in relation thereto, including the transfer fees, stamp duty, transfer duty and any other related expenses, if any, as well as the costs of this agreement and any other legal costs related thereto, are for the cost of the NHE, and are regarded as included in the construction costs as referred to herein.
- 7.8 For the purpose of this agreement, "the Registration Date" shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.

8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER

- 8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.
- 8.2 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 8.3 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

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9. BREACH

9.1 In the event of:

9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach with 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or

9.1.2 the Beneficiary failing to make payment of his/her monthly installments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately.

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law:

9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.

9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence thereof.

9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.

10. GENERAL

10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this

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agreement is created herein.

- 10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.
- 10.3 This agreement shall be binding on the Beneficiary's successors in title.
- 10.4 The Council may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period as referred to in clause 2.3.1 above.
- 10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.
- 10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:
- 10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which NHE was unable to recover from the Beneficiary in terms hereof; and
- 10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

- 11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:

- 11.1.1 the Beneficiary: The Property
The postal address on page 1 to this agreement
- 11.1.2 the Council: The Municipal Office Complex
Rakatoka Street Swakopmund
P.O. Box 53, Swakopmund
- 11.1.3 the NHE No. 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek

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- 11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.
- 11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

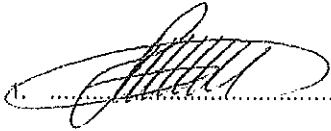
12. JURISDICTION OF THE COURTS

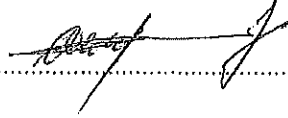
The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.


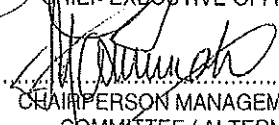

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Thus done and signed by the COUNCIL at SWAKOPMUND on the 22 day of October 2020

AS WITNESSES:

1. 

2. 


CHIEF EXECUTIVE OFFICER

CHAIRPERSON MANAGEMENT COMMITTEE / ALTERNATE

Thus done and signed by the NHE at on the day of 20.....

AS WITNESSES:


1.

2.

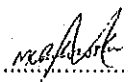
FOR THE NATIONAL HOUSING ENTERPRISE

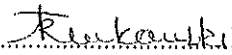
Thus done and signed by the BENEFICIARY at on the day of 20.....

AS WITNESSES:

1. 

2.


THE BENEFICIARY


SPOUSE OF THE BENEFICIARY

Annexure "A" to Agreement

Payment of Construction Costs

The construction costs payable by the Beneficiary to the NHE shall be the sum of:

N\$467 900.00 (FOUR HUNDRED AND SIXTY SEVEN THOUSAND NINE HUNDRED NAMIBIA DOLLARS)

Payment of construction costs by means of instalments (if applicable)

In the event of the construction costs being payable to NHE by means of monthly instalments, the following shall apply:

1. The construction costs shall be payable in monthly instalments of no less than N\$.....per month over the period of.....years.

2. The initial monthly instalment payable at the commencement of the repayment period, shall represent payment of the following amounts:

Capital repayment:

Interest repayment:

Short term insurance premium:

Life insurance premium:

3. The Beneficiary shall commence with the repayment of the construction costs in monthly instalments, as from the first day of the calendar month following the Registration Date.

4. The unpaid portion of the construction costs shall attract interest at the rate of.....% per annum, calculated and capitalized monthly in arrears as from the date of registration.

5. The Instalments shall be paid at the offices of NHE or by payment into NHE's bank account nominated for this purpose, which each payment clearly reflecting NHE's

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reference number, namely.....

Currently, the bank account nominated for this purpose is:

Account holder: Account Number:

Bank: Branch:

- 6. The Beneficiary shall be entitled to repay the full outstanding balance of the construction costs at any time.
- 7. The payment of the construction costs shall be secured by the registration of a first mortgage bond over the Property in favour of the National Housing Enterprise on NHE's customary terms and conditions. The mortgage bond shall be registered by NHE's conveyancers at the cost of NHE.
- 8. Notwithstanding anything to the contrary herein contained, it is expressly agreed that in the event of the Beneficiary failing to pay the monthly installments referred to herein on the due date thereof, notwithstanding any previous acceptance or previous waiver by NHE, the full outstanding balance of the construction costs shall then immediately become due and payable to NHE.

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Annexure "B1" to Agreement

**SWORN DECLARATION BY THE BENEFICIARY UNDER
THE MASS HOUSING DEVELOPMENT SCHEME**


(The Beneficiary and his/her spouse must each make a separate declaration)

I, the undersigned,

Full Name/s & Surname of Beneficiary: MARIO MARCHEL KLUKOWSKI
 Namibian ID Number: 900116 0054 3
 Full Name/s & Surname of Spouse (if any): ABIGALE YVETTE KLUKOWSKI
 Namibian ID Number of Spouse (if any): 901216 0007 6

hereby states the following facts under oath:

1. My full names and surname (s), identity number (s) and marital status are correctly recorded above.
2. I applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application and the agreement concluded thereto.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the Property I intend to acquire, and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration, and I am a Namibian citizen.
 I am: married unmarried in a permanent live-in relationship with a life-partner
(mark with a ✓ whichever is applicable)
5. Neither me, nor my spouse have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I acquire the Property as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not acquire the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are to the best of my knowledge true and correct.


 Signature of Beneficiary

I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledge that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their conscience, where after he/she/they declared "the contents of this statement is true so help me God" and where after I have signed this certificate at (place) on this day of 20.....


 Commissioner of Oaths

Annexure "B2" to Agreement

SWORN DECLARATION BY SPOUSE OF BENEFICIARY OF PROPERTY IN MASS HOUSING DEVELOPMENT SCHEME


(This declaration is to be made by a Beneficiary or by the spouse of the Beneficiary)

I, the undersigned,

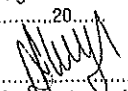
Full Name/s & Surname of Beneficiary: ABIGALE YVETTE KLUKOWSKI
 Namibian ID Number: 901216 0007 6
 Full Name/s & Surname of Spouse (if any): MARIO MARCHEL KLUKOWSKI
 Namibian ID Number of Spouse (if any): 900116 0054 3

hereby states the following facts under oath:

1. My full names and surname (s), identity number (s) and marital status are correctly recorded above.
2. I/My spouse referred to above applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application.
3. I make this declaration knowing that any false information which I may provide herein may cause me/my spouse to forfeit the Property he/she/we intend to acquire, and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 (twenty one) years or older at the time of signing this declaration, and I am a Namibian citizen.
 I am: married unmarried in a permanent live-in relationship with a life-partner
*(*mark with a ✓ whichever is applicable)*
5. Neither me, nor my spouse, have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I take part in the acquisition of the Property as a primary domestic dwelling for occupation by myself, my spouse and our immediate family.
7. I do not take part in the acquisition of the Property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the Property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within the Republic of Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are true and correct.


 Signature of Spouse of Beneficiary

I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledge that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/har/their conscience, hereafter he/she/they declared "the contents of this statement is true so help me God" and where after I have signed this certificate at (place) on this day of 20.....


 Commissioner of Oaths

ANNEXURE "B"**Fredrik Namukwambi**

From: Barbara Ramos Viegas
Sent: 14 October 2021 12:34 PM
To: Fredrik Namukwambi
Subject: FW: Resale of NHE house

Follow Up Flag: Follow up
Due By: 28 October 2021 04:00 PM
Flag Status: Flagged

Dear Ms Fredrik

Please acknowledge this email and draft a submission to Council and refer to the clause of the agreement where purchaser/beneficiary must offer the property back to Council.

Thank you.

Barbara Ramos Viegas | Corporate Officer: Housing | Corporate Services & Human Capital | 4230

From: Annalize Swart
Sent: Thursday, 14 October 2021 07:57 AM
To: Andre Plaatjie
Cc: Immaculata Ortner; Barbara Ramos Viegas
Subject: FW: Resale of NHE house

Act GM:CS&HC

1. Correspondence for your kind attention and action.
2. Correspondence acknowledged
3. Correspondence recorded.

Annalize Swart | Executive Assistant to the Chief Executive Officer | Chief Executive Office | 4100

From: Klukowski, Mario (RUL) <Mario.Klukowski@Rossing.com.na>
Sent: Wednesday, 13 October 2021 04:04 PM
To: Archives SWKMUN <archives@swkmun.com.na>
Cc: Annalize Swart <aswart@swkmun.com.na>
Subject: Resale of NHE house

3 PURCHASE PRICE

Purchase Price for the PROPERTY hundred and sixty seven thousand and shall be paid cash should the financial institution other than SELLE fees, on the date of transfer by the S registration of the said PROPERTY into the PROPERTY herein sold is financed be subjected to a mortgage bond in favour shall simultaneously be registered PURCHASER through a Deed of Donor

Good day Mr CEO

With this letter I would formally like to offer the Council and NHF to buy back the house I bought from NHE at a price of N\$ 467 900.00 (as seen in the picture of a piece of my contract that I have included in this mail). I humbly request to hear from you soonest as I already have interested parties lined up to buy the house if you exercise your right to waive the option to buy the house. Reasons for my decision to sell is that after living there for a while me and my wife came to the conclusion that we are not happy in that area and what also contributed to this was the fact that I was robbed just a few hundred meters from the house.
Erf number 7731, extension 28.

Kind regards,

Mario Klukowski
Plt Electronics Technician
Field Equipment Maintenance



ENNE
Rössing Uranium
Working for Namibia

Rössing Uranium Limited, 28 Hidipo Hamutenya Avenue, Private Bag 5005, Swakopmund
T: +264 (0)64 520 2572 M: +264 (0)812958500
mario.klukowski@rossing.com.na <http://www.rossing.com>

11.1.21 **REQUEST TO RE-ADJUST SPECIAL RATES AT THE SWAKOPMUND MUNICIPAL REST CAMP**
(C/M 2021/11/25 - 14/2/7/1/14)

Ordinary Management Committee Meeting of 11 November 2021, Addendum 10.3 page 00 refers.

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

Council on **30 August 2021**, under item 11.1.1 resolved it as follows:

- (a) That Council re-introduce the approved special rates of the Swakopmund Municipal Rest camp (SMRC) for the period 1 September to 31 October 2021:

Unit Type	Current Rate	Proposed COVID-19 Rate	% Discount
Fish	N\$ 562.00	N\$400.00	28.83%
Gecko	N\$ 652.00	N\$450.00	30.98%
Welwitschia	N\$ 681.00	N\$450.00	33.92%
Dune	N\$ 903.00	N\$550.00	39.09%
Dune A	N\$ 846.00	N\$550.00	34.99%
Spitzkoppe	N\$ 947.00	N\$600.00	36.64%
Brandberg A	N\$ 1,058.00	N\$750.00	29.11%
Brandberg B	N\$ 1 225.00	N\$800.00	34.69%
Moon Valley	N\$ 1,336.00	N\$900.00	32.63%

- (b) That the above rates be reviewed and re-adjusted (if necessary) on a monthly basis pending the revival of the tourism sector nationally.

The above rates were applicable for the period **1 September - 31 October 2021** and have resulted in a significant increase in occupancy and income for the period of the special. Below is a summary of occupancy and income before and after re-introduction of the special rates:

	Before Special		AFTER RE-INTRODUCTION OF SPECIAL					
	1 July- 12 Aug		13 Aug- 30 Aug		1 Sep- 30 Sep		1 Oct - 25 Oct	
	Occ. %	Revenue	Occ. %	Revenue	Occ. %	Revenue	Occ. %	Revenue
Fish	10.50%	50 917.21	33.25%	55 600.00	39.70%	104 800.00	55.09%	121 200.00
Gecko	6.19%	15 713.20	20.53%	17 550.00	28.67%	38 700.00	37.20%	41 850.00
Welw	4.76%	15 935.40	33.77%	34 804.00	39.44%	63 900.00	51.33%	69 300.00
Dune A	7.14%	2 453.40	78.62%	8 250.00	63.33%	10 450.00	56.00%	7 700.00
Dunes	2.86%	45 301.11	14.62%	69 065.24	15.70%	116 600.00	24.80%	153 450.00
Spitzk	0.14%	2 841.00	1.37%	7 800.00	1.73%	15 600.00	8.16%	61 200.00
Brand. A	0.68%	8 252.40	13.16%	52 500.00	11.79%	70 650.00	12.71%	66 750.00
Brand. B	2.65%	23 535.00	24.56%	67 200.00	15.37%	66 400.00	30.00%	108 000.00
Moon V	0.60%	1 202.40	25%	17 463.35	18.33%	19 800.00	25.00%	22 500.00
	2.96	166 151.12	16.09	330 232.59	16.68	506 900.00	25.14	651 950.00

The above is a clear indication that the increase in occupancy and income is linked to the reduced/special rates. The occupancy rate has however not reached its peak yet, as the highest occupancy received so far was only 25.14% attained for the period **1- 25 October 2021**. Increasing the duration of the special will help us achieve a targeted occupancy rate to at least 50-60% for the months of November and **December 2021**.

The visitor analysis for the period under review (**1 July - 25 October 2021**) still indicates that more than 90% of the guests received at the Rest Camp are locals. Tour Operators, SADC country visitors and foreign national's occupancy is still on very low increase.

Under normal circumstances the Rest Camp has a peak season between **20 December - 5 January** annually and on long weekends. The peak season rates are as follows:

<i>Unit Type</i>	<i>Peak season</i>
<i>Fish</i>	617.00
<i>Gecko</i>	687.00
<i>Welwitschia</i>	710.00
<i>Dune</i>	1 018.00
<i>Dune A</i>	961.00
<i>Spitzkoppe</i>	1 225.00
<i>Brandberg A</i>	1 336.00
<i>Brandberg B</i>	1 448.00
<i>Moon Valley</i>	1671.00

There is currently no peak season in the tourism industry, thus it will not make business sense to charge clients these rates during the period previously identified as "peak". Demand for accommodation in Swakopmund is however still high for the Festive Season.

Adding an additional N\$100.00 to the discounted rates for the period **15 December - 5 January** will not only see us maintain the current increase in visitors, but will see us making a bit more revenue. Therefore, it is proposed that the rates below be considered the new "peak season" rates for the period **15 December 2021- 5 January 2022**.

<i>Unit Type</i>	<i>Peak season</i>
<i>Fish</i>	500.00
<i>Gecko</i>	550.00
<i>Welwitschia</i>	550.00
<i>Dune</i>	650.00
<i>Dune A</i>	650.00
<i>Spitzkoppe</i>	700.00
<i>Brandberg A</i>	850.00
<i>Brandberg B</i>	900.00
<i>Moon Valley</i>	1,000.00

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

RECOMMENDED:

- (a) That Council extends the approved special rates of the Swakopmund Municipal Rest camp (SMRC) from 1 November 2021 to 28 February 2022:

<i>Unit Type</i>	<i>Current Rate</i>	<i>Proposed COVID-19 Rate</i>	<i>% Discount</i>
<i>Fish</i>	<i>N\$ 562.00</i>	<i>N\$ 400.00</i>	<i>28.83%</i>
<i>Gecko</i>	<i>N\$ 652.00</i>	<i>N\$ 450.00</i>	<i>30.98%</i>
<i>Welwitschia</i>	<i>N\$ 681.00</i>	<i>N\$ 450.00</i>	<i>33.92%</i>
<i>Dune</i>	<i>N\$ 903.00</i>	<i>N\$ 550.00</i>	<i>39.09%</i>
<i>Dune A</i>	<i>N\$ 846.00</i>	<i>N\$ 550.00</i>	<i>34.99%</i>
<i>Spitzkoppe</i>	<i>N\$ 947.00</i>	<i>N\$ 600.00</i>	<i>36.64%</i>
<i>Brandberg A</i>	<i>N\$1,058.00</i>	<i>N\$ 750.00</i>	<i>29.11%</i>
<i>Brandberg B</i>	<i>N\$1,225.00</i>	<i>N\$ 800.00</i>	<i>34.69%</i>
<i>Moon Valley</i>	<i>N\$1,336.00</i>	<i>N\$ 900.00</i>	<i>32.63%</i>

- (b) That the following rates be approved as the “new peak-season rates” for the period 15 December 2021 - 5 January 2022 and long weekends between 1 November 2021 to 28 February 2022.

<i>Unit Type</i>	<i>Peak season</i>
<i>Fish</i>	<i>500.00</i>
<i>Gecko</i>	<i>550.00</i>
<i>Welwitschia</i>	<i>550.00</i>
<i>Dune</i>	<i>650.00</i>
<i>Dune A</i>	<i>650.00</i>
<i>Spitzkoppe</i>	<i>700.00</i>
<i>Brandberg A</i>	<i>850.00</i>
<i>Brandberg B</i>	<i>900.00</i>
<i>Moon Valley</i>	<i>1,000.00</i>

- (c) That the above rates be reviewed and re-adjusted pending the revival of the tourism industry.
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