

Municipality of Swakopmund

AGENDA **NO. 1** **ORDINARY** **COUNCIL MEETING** ON MONDAY 29 MAY 2023 AT 19:00



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Ordinary Council Meeting - 29 May 2023

MUNICIPALITY OF SWAKOPMUND

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Ref No 5/2/1/1/2

Enquiries: *Aloysia Kahuika*

19 May 2023

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 : MONDAY, 29 MAY 2023

**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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| | None. | |
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| | None. | |
| 7. | <u>MOTIONS OF MEMBERS</u> | |
| | None. | |
| 8. | <u>ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN</u> | |
| | None. | |
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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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MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 27 April 2023 at 19:00.**

PRESENT:

| | | |
|----------------------------|---|--|
| Councillor D Am-!Gabeb | : | Deputy Mayor (Vice-Chairperson of Council) |
| Councillor W O Groenewald | : | Chairperson of MC |
| Councillor C-W Goldbeck | : | Member of Management Committee |
| Councillor P Shimhanda | : | Member of Management Committee |
| Councillor M Henrichsen | : | Member of Council |
| Councillor S M Kautondokua | : | Member of Council |
| Councillor E Shitana | : | Member of Council |
| Councillor H H Nghidipaya | : | Member of Council |

OFFICIALS:

| | | |
|-------------------|---|---------------------------------------|
| Mr A Benjamin | : | Chief Executive Officer |
| Mr V S Kaulinge | : | GM: Economic Development Services |
| Mr C McClune | : | GM: Engineering and Planning Services |
| Mr A Plaatjie | : | GM: Corporate Services & HC (Acting) |
| Ms G Mukena | : | GM: Finance (Acting) |
| Mr A Kationdorozi | : | GM: Health Services & SWM (Acting) |
| Mr U Tjiurutue | : | Corporate Officer: Administration |
| Ms S Pogisho | : | Administration Clerk |

ALSO PRESENT:

Members of the public.

1. OPENING BY PRAYER

Councillor S M Kautondokua opened the meeting with prayer.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

(C/M 2023/04/27 - 5/2/1/1/2)

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

RESOLVED:

- (a) That the agenda be adopted.
- (b) That this item 11.1.37 be withdrawn from the Agenda as it was not finalized by the Management Committee.

GM: F
CEO
CO: A
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 D Namubes - Approved
Councillor B R Goraseb - Approved

3.2 Declaration of interest:

None.

4. CONFIRMATION OF MINUTES

(C/M 2023/04/27 - 5/2/1/1/2)

4.1 MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 23 FEBRUARY 2023

(C/M 2023/04/27 - 5/2/1/1/2)

On proposal of Councillor P Shimhanda seconded by Councillor S M Kautondokua, it was:

RESOLVED:

CO: A
GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 04 April 2023, be confirmed as correct.

5. INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL

None.

6. PETITIONS

None.

7. MOTIONS OF MEMBERS

None.

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

None.

9. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

(C/M 2023/04/27 - 5/5/2)

HONOURABLE COUNCILLORS, THE CHIEF EXECUTIVE OFFICER, GENERAL MANAGERS, MANAGERS, OFFICIALS, MEMBERS OF THE COMMUNITY, MEMBERS OF THE MEDIA

LADIES AND GENTLEMEN

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GOOD EVENING AND WELCOME TO THE COUNCIL MEETING FOR THE MONTH OF APRIL. THANK YOU FOR JOINING US TONIGHT.

LADIES AND GENTLEMEN

TO START OFF

THE MAYORAL CUP 2023 WAS SUCCESSFULLY HOSTED OVER A PERIOD OF TWO WEEKENDS ON THE 15-16TH APRIL AND 22-23RD APRIL 2023 AT THE MONDESA STADIUM. THE WINNERS FOR THE 2023 WERE THE OB ELEVEN FOOTBALL CLUB.

AS COUNCIL, OUR VISION IS TO SEE A SWAKOPMUND AS THE SPORTS HUB IN NAMIBIA. THUS, WE HAVE BEEN PROMOTING SPORTS TOURISM AS IT UPLIFTS OUR ECONOMY. BUT FURTHERMORE, SPORT ACTIVITIES ALSO CREATE A PLATFORM FOR YOUNG PEOPLE TO PARTICIPATE IN PRODUCTIVE ACTIVITIES. THUS, THROUGH THE MAYORAL CUP, WE ENCOURAGE OUR YOUNGSTERS ESPECIALLY THE BOY CHILD, TO MAKE USE OF THEIR TALENT TO DO SOMETHING FOR THEIR COMMUNITY.

WE HOPE THAT THE NEXT TOURNAMENT WILL BE BIGGER AND BETTER TO ACCOMMODATE MORE SPORTS CODES LIKE NETBALL.

LADIES AND GENTLEMEN

DURING THIS MONTH, COUNCIL ALSO HOSTED THE SIGNING CEREMONY OF OWNERSHIP CERTIFICATES WHERE OVER 800 BENEFICIARIES ARE TO BECOME HOMEOWNERS. NEXT MONTH, WE ARE GOING TO CONTINUE WITH THE PROCESS FOR THE WAGDAAR COMMUNITY MEMBERS.

WE ARE REALLY EXCITED ABOUT THE PROJECT AS MANY OF OUR COMMUNITY MEMBERS CAN NOW BECOME HOMEOWNERS.

ON THAT NOTE, I WISH TO THANK ALL THOSE IN ATTENDANCE AND WISHING US ALL A FRUITFUL DELIBERATION AS WE MOVE FORWARD WITH THE AGENDA. THANK YOU FOR YOUR ATTENTION.

THANK YOU FOR YOUR ATTENTION.

DAVID AM-IGABEB
DEPUTY MAYOR

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 MARCH AND APRIL 2023

(C/M 2023/04/27 - 5/2/1/1/2)

RESOLVED:

CO: A
GM: CS&HC

That the report to Council on the resolutions taken by Management Committee meeting held on 23 March 2023 and 13 April 2023, be noted.

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11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING APRIL 2023

11.1 MANAGEMENT COMMITTEE MEETING HELD ON 13 APRIL 2023

11.1.1 APPLICATIONS TO BOND MATUTURA PROPER AND EXTENSION 38

(C/M 2023/04/27 - 16/1/4/2/1/14)

RESOLVED:

CO: H
GM: CS&HC

- (a) That Council does not permit the developers to bond Council's property allocated to them for servicing.
- (b) That it be noted that the bonding of the land will shift all risk to Council.

11.1.2 R & R KARTING NAMIBIA CC (2007/1011): RENEWAL OF LEASE AGREEMENT AT CURRENT SITE (AIRPORT)

(C/M 2023/04/27 - 13/3/1/5)

RESOLVED:

CO: P
GM: EPS
GM: CS&HC

- (a) That the presentation by Mr O Mendes of R & R Karting CC regarding the renewal of his lease term and future relocation of the facility be noted.
- (b) That the lease be extended for 5 years only.
- (c) That an alternative site be identified within (5) five years for R& R Karting CC to move to.

11.1.3 ERF 9060, EXTENSION 35, SWAKOPMUND TO AFRICAN DEVELOPMENT FOUNDATION - CANCELLATION OF SALE TRANSACTION

(C/M 2023/04/27 - E 9060)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council confirms the cancellation of the allocation of Erf 9060, Swakopmund to African Development Foundation due to non-payment of the required purchase price by the final due date of 28 February 2023.
- (b) That development proposals be invited for the sale of Erf 9060, Swakopmund from qualifying entities (voluntary associations, trusts and non-profit companies) at a fixed purchase price of 50% of the development cost, subject to Council's standard conditions:

| ERF NO | SIZE M ² | DEVELOPMENT COST |
|-----------------------|---------------------|----------------------------|
| Erf 9060, Ext 35, Swk | 2 089 | N\$292.00 / m ² |

- (c) That development proposals from religious institutions not be considered due to the size of Erf 9060, Swakopmund.

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11.1.4 APPLICATION BY NAMBAZA INVESTMENTS CC TO PURCHASE
ERF 7159, MONDESA

(C/M 2023/04/27 - M 3289 & M 7159)

RESOLVED:

CO: P
GM: CS&HC

That Council repeals its decision of 24 November 2022, item 11.1.36 and replace it with the following decision:

- (a) That Council approves the sale of Erf 7159, Extension 26, Mondesa measuring 2 812m² to Nambaza Investments CC (represented by Mr Abisai Konstantinus) for them to develop residential houses and to construct an electrical substation that will provide electrical power on Erf 7159, Mondesa and Erf 3289, Mondesa.
- (b) That valuations be obtained from two valuers to determine the average market purchase price for Erf 7159, Mondesa; whereafter Council's standard conditions of sale also be submitted.
- (c) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Urban & Regional Planning Act (Act 5 of 2018) respectively, be dealt with successfully.

11.1.5 REQUEST FOR THE RESIDENTS IN KURZE STREET TO
CONTRIBUTE TO THE UPGRADING COST

(C/M 2023/04/27 - 16/1/6/1)

RESOLVED:

GM: EPS

That residents along Kurze Street be informed to reimburse Council for the interlocks used for the road upgrading.

11.1.6 BENCHMARKING REPORT - OPERATIONS OF MUNICIPAL
AMBULANCES

(C/M 2023/04/27 - 15/3/2)

RESOLVED:

GM: EDS
M: HC
GM: CS&HC

- (a) That Council takes note of the benchmarking report from the Economic Development Services Department on their visit to the City of Windhoek on 14 March 2023.
- (b) That Council provides ambulance services to the community of Swakopmund and that the Economic Development Services Department be authorized to:
 - (i) Provide training in basic life support (BLS), advanced life support (ALS), or intermediate life support (ILS) to all its firefighters through an accredited institution/ body as a matter of urgency.
 - (ii) Recruit interns and contract employees with valid Basic Life Support (BLS), Advance Life Support (ALS) or Intermediate Life

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Support (ILS) credentials to operate ambulance functions according to the current shift system.

- (iii) **Increase the Fire Brigade levies on all (5) five for residential and (15) for business consumer accounts as of July 1, 2023, to finance the provision of ambulance services.**
- (iv) **Request for a subsidy from the Central Government under sections 12 and 13 of the Local Authorities Fire Brigade Act (Act No. 5 of 2006).**
- (c) **That Council enters into a Memorandum of Understanding with the Ministry of Health and Social Services for Council to provide ambulance services during emergencies and when the government ambulance is unavailable.**

11.1.7

INVITATION: THE SWAKOPMUNDER KARNEVALSVEREIN (KÜSKA)

(C/M 2023/04/27 - 7/2/3)

During the discussion of this item Councillor M Henrichsen declared his interest and left the Chambers.

GM: EDS
GM: HSSWM
GM: EPS
CO: MC
GM: CS&HC

RESOLVED:

- (a) **That Council approves the setup of signboards and a banner between the palm trees at the corner of Daniel Tjongarero and Tobias Hainyeko for the duration of the event.**
- (b) **That the General Manager: Health and Solid Waste Management assigns 10 refuse bins to be placed at different areas where the event will be held.**
- (c) **That the Swakopmund Municipality participates in the float procession at the Swakopmunder Karnevalsverein (Küska) on 1 July 2023.**
- (d) **That the Crane truck, Isuzu 250 - N 8773 \$ or another similar truck be used during the float procession and that ten (10) municipal volunteers participate and be provided with refreshments not exceeding N\$4 500.00.**
- (e) **That the cost of refreshments and decoration of the truck (according to the theme) be defrayed from the Corporate Service's Publicity Vote: 150515533000 where N\$237 140.13 is available.**
- (f) **That the organisers of the Swakopmunder Karnevalsverein (Küska) be informed to avoid offensive pictures during the event.**

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11.1.8 **PARKING METER REGULATIONS FOR SWAKOPMUND**
(C/M 2023/04/27 - 1/1/2/28)

Legal Officer
GM: EDS
GM: CS&HC

RESOLVED:

- (a) That Council approves the Parking Meter Regulations.
- (b) That the Parking Meter Regulations be submitted to the Ministry of Justice for publication in the Government Gazette.

11.1.9 **UNSOLICITED APPLICATIONS FOR LARGE PORTIONS OF LAND**
(C/M 2023/04/27 - 16/1/4/2/1/14)

CO: P
GM: CS&HC

RESOLVED:

That Council again issues the press release regarding unsolicited applications for large portions of land for township development in terms of Council's decision passed on 30 August 2021 under item 11.1.15.

11.1.10 **40/40 HOUSING PROJECT (CREDIT-LINK) AND REQUEST TO WAIVE PRE-EMPTIVE RIGHT OVER ERF 1426, MATUTURA, EXTENSION 7**
(C/M 2023/04/27 - E 1426 M)

CO: H
GM: CS&HC

RESOLVED:

- (a) That Council waives the pre-emptive right registered over Erf 1426, Matutura and allow Mr Shikongo to sell Erf 1426, Matutura, Extension 7 to a third party who meets the following criteria in order for him to become debt-free:
- That the third party should be a first-time homeowner
 - Earns an income set for a specific project.
 - That the third party applied for housing applications and that the name appears on the Master Waiting List.
- (b) That Mr Shikongo be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner.

11.1.11 **PRO-ED AKADEMIE RIVERSIDE PREMISES: CORRECTION OF ERF NUMBERS**
(C/M 2023/04/27 - E 4235, E 4236, E 4237 3/1/1/1/1)

CO: P
GM: CS&HC

RESOLVED:

That the Council resolution of 31 August 2022 under item 11.1.33 be amended to read:

That Council approves the exemption of Riverside Private School for Erven 4236, 4236 and 4237 from the payment of assessment rates for the year 2022 / 2023.

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11.1.12 **REQUEST FOR SPONSORSHIP: REITER VEREIN SWAKOPMUND**
(C/M 2023/04/27 - 3/15/1/6/1)

CO: MC
GM: F
GM: CS&HC

RESOLVED:

That Council condones the sponsorship of N\$9 000.00 towards the 6 (six) individual competitions of Reiter Verein Swakopmund for the Dressage and Show jumping tournament held from 24-26 March 2023 in Swakopmund.

11.1.13 **APPLICATION TO RENT ONE PARKING SPACE ON ERF 3664, SWAKOPMUND (NEXT TO THE PALM TREE AT CORNER)**
(C/M 2023/04/27 - E 3664)

CO: P
GM: CS&HC

RESOLVED:

- (a) That Council approves the application by M Hartmann Investments 87 CC/2018/06280 to lease a parking bay for the purpose of an information store only, located in the northwestern corner on Erf 3664, Swakopmund.
- (b) That permission be granted to the applicant to construct / erect a wooden structure similar to Swakop Info on the parking area (measuring 19.8m²) located next to a palm tree planted on the bordering parking bay, subject to:
 - (i) Detailed building plans be submitted to the Engineering & Planning Services Department for consideration.
 - (ii) That the store does not interfere with the traffic and pedestrian flow on the streets and pavements bordering on the west and north.
 - (iii) That store frontage facing west / north, the structure be set back in terms of Council's standard building lines.
 - (iv) That the structure / use does not include and or encroach on the palm tree area.
 - (v) That the structure complies with health requirements such as the provision of potable water on site and public ablution in close proximity.
- (c) That the lease period for M Hartmann Investments 87 CC/2018/06280 be 5 years which commence the month following the date of approval being granted by the Ministry of Urban and Rural Development subsequent to the required statutory publication process in terms of the Local Authorities Act 23 of 1992, as amended (see point (f) below).
- (d) That the rental amount be N\$ 39.91 x 19.8m² = N\$ 790.20 + (15% VAT) N\$118.53 = N\$ 908.73 with an annual escalation of 7% starting from 1 July 2023 in order to have a standard tariff for pavement areas.
- (e) That the lease be subject to the following standard conditions:
 - (i) That no sub-letting be allowed.
 - (ii) That Council reserves the right to cancel the lease if valid objections are received from the public during the subsistence of

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- the lease.
- (iii) That the applicant shall indemnify Council and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the leased area.
 - (iv) That the lease is terminable by either party given or receiving 3 months notice.
 - (v) That the business does not operate after 22:00 daily.
 - (vi) That a deposit equal to 1 month's rental be paid.
 - (v) That all costs involved be for the lessee's account. Should they cease operating they must inform Council in writing and reinstate the area to its original condition at their own cost.
 - (vi) The lease agreement is not transferable and may not form part of an estate.
 - (vii) That Council be informed of any change in membership or shareholding depending on the entity to be established.
- (f) That the lease be advertised in terms of Section 63 (2) of the Local Authorities Act 23 of 1992.
- (g) That the General Manager: Engineering & Planning Services determines the value of a refundable deposit payable by the lessee based on an estimate of rehabilitation costs should the lessee not rehabilitate the area on the expiry / cancellation of the lease period.
- (h) That similar applications be considered based on the merit thereof.

11.1.14

ENDORSEMENT OF NEW COMMITTEES MEMBERS IN THE VARIOUS EXTENSIONS OF DRC

(C/M 2023/04/27 - 14/2/1/2)

CO: H
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the removal of the following committee members of Seaside:

- (i) Ulrich Ganuseb
- (ii) Annamarie Ganuses
- (iii) Festus B Shiona

And replacing them with new members namely:

- (i) Nadia Bibeur
- (ii) Norman Gariseb
- (iii) Censley Naruseb

- (b) That Council takes note of the removal of the following committee members of DRC Proper:

- (i) Ndeipanda Shimwefeni
- (ii) Mukuti Sondaha
- (iii) Sakeus Atilifa
- (iv) Selbes Selma Maria
- (v) Muhure Liyenge
- (vi) Wilstine Tsuses
- (vii) Naobeb Arnoldeus
- (viii) Peelanga Gabriel

And replacing them with two members:

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- (i) Alleta Shaningwa
- (ii) Aphonsina Makuti

(c) That Council takes note of the removal of the following committee members of Movement of Housing:

- (i) Erna Gom-Khaises
- (ii) Rebecca Uchams

And approve the additional members of the committee:

- (i) Selma Goamas
- (ii) Miriam Dzimbane
- (iii) Florence Uiras Goamus
- (iv) Mercia Ochurus
- (v) Rolinda Gases
- (vi) Celome Timothy

11.1.15 LOANS FOR BUILD TOGETHER PHASE 3 (80 HOUSES)

(C/M 2023/04/27 - 14/2/1/1)

CO: H
GM: EPS
GM: CS&HC

RESOLVED:

- (a) That the offer submitted by NIMT and Shack Dwellers Federation to the Engineering and Planning Services Department not be accepted.
- (b) That Council approves that loans be issued to beneficiaries to construct their own houses.
- (c) That the contractors be vetted by the Engineering and Planning Services Department for eligibility prior to the start of construction.
- (d) That all beneficiaries sign preliminary agreements before signing Loan Agreement.
- (e) That the loan amount of both the L-Shape and Container type of houses remain N\$80 000.
- (f) That the loans be issued in 4 payments based on construction progress.

11.1.16 ANALYSIS OF 40/40 HOUSING CONSTRUCTION PROJECT

(C/M 2023/04/27 - 14/2/1/2)

CO: H
GM: CS&HC

RESOLVED:

- (a) That Council allows contractors to compete amongst themselves for the twelve (12) erven as awarded beneficiaries erven will be given preferent right to choose their own preferred contractors.
- (b) That Council allocates the following 12 vacant erven to beneficiaries who previously took too long and whose transactions were cancelled, to obtain their home loan

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approvals within 120 days before allocating the erven to the new beneficiaries on the Master Waiting List:

1. 1048
2. 1053
3. 1106
4. 1109
5. 1110
6. 1287
7. 1309
8. 1310
9. 1312
10. 1336
11. 1358- Ms L Frans
12. 1399- Mr P Banks (Property with a foundation)

- (c) That at least 1 erf be allocated to a pensioner with a qualifying co- applicant.
- (d) That a list of qualified beneficiaries with bank pre-approvals be submitted to Council in a separate submission for transparency.
- (e) That the developers who completed their quota of erven be excluded.

11.1.17 LEASE OF A CONSTRUCTION SITE BY CHINA GEZHOUBA INVESTMENT GROUP (NAMIBIA) PTY LTD: DONATION TO COUNCIL

(C/M 2023/04/27 - 13/3/1/5)

CO: P
GM: EPS
GM: CS&HC

RESOLVED:

- (a) That Council takes note that the lease agreement with China Gezhouba Investments Group (Namibia) (Proprietary) Limited will terminate on 31 July 2023.
- (b) That Council takes note of the offer from China Gezhouba Investments Group (Namibia) (Proprietary) Limited to donate the improvements.
- (c) That Council does not accept the donation by China Gezhouba Investments Group (Namibia) (Proprietary) Limited.
- (d) That the lessee be advised to rehabilitate the site in terms of the agreement.

11.1.18 REQUEST FOR REDUCED MONTHLY ACCOMMODATION RATE FOR MEDICAL INTERNS

(C/M 2023/04/27 - 14/2/7/1/2)

RESOLVED:

CEO

That Council does not approve the request by the medical interns from the Ministry of Health and Social Services at a flat rate of N\$2 500.00 per month.

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11.1.19 MOMPORISA TRADING ENTERPRISES (PTY) LTD -
ALTERNATIVE TOWNSHIP FOR DEVELOPMENT
 (C/M 2023/04/27 - 16/1/4/2/1/14)

RESOLVED:

CO: P
 GM: CS&HC

- (a) That Momporisat Trading Enterprises (Pty) Ltd be informed that Council takes note of their request submitted under cover of a letter dated 13 February 2023 for an alternative township for development, but that no alternative townships are available for exchange.
- (b) That it be noted that currently there is no written agreement signed between Council and Momporisat Trading Enterprises (Pty) Ltd; the agreement will only be signed once the informal households are relocated as resolved by Council on 27 January 2022 under item 11.1.44.

11.1.20 COASTLINE DEVELOPMENT PROPOSAL
 (C/M 2023/04/27 - 16/2/10/1)

RESOLVED:

GM: EPS

- (a) That Council in principle, support the proposal to develop the Swakopmund coastline and enter into a Memorandum of Understanding (MOU) with Messrs Thede and Stephan Schnepel under the title of Project Management Development Swakopmund Coastline - Pier 23 on condition that no financial contribution is required from Council and that the developers obtain no rights, intellectual or otherwise, to the property or the improvements.
- (b) That the following activities be part of the MOU between Council and Messrs Thede and Stephan Schnepel:
- Planning and development of a 15m wide promenade (walkway) between the Aquarium building and Platz Am Meer constructed from inter alia cobblestones made from locally sourced granite.
 - Planning and construction of breakwater piers on the coastline between the Aquarium building and Platz Am Meer subject to obtaining the necessary permissions and approvals from the relevant statutory bodies.

11.1.21 APPLICATION FOR RELAXATION OF STREET BUILDING LINES
FROM FIVE METRE TO ZERO METRE ON ERF 1441, MONDESA
 (C/M 2023/04/27 - M 1441)

RESOLVED:

GM: EPS

- (a) That the applicant demolishes the unapproved structure due to the danger that it poses.
- (b) That the applicant be informed of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in terms of Clause 8.7 of the Swakopmund Zoning Scheme.

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11.1.22 **REZONING OF ERF 1308, SWAKOPMUND FROM LOCAL
AUTHORITY TO GENERAL BUSINESS**
(C/M 2023/04/27 - E 1308)

RESOLVED:

GM: EPS

- (a) That the rezoning of Erf 1308, Swakopmund Proper from Local Authority to General Business be approved.
- (b) That an eight (8) metre right of way servitude be surveyed and registered against Erf 1308, Swakopmund in favour of Erven 948 and 257, Swakopmund to include the full extent of the ramp located on Erf 1308, Swakopmund.
- (c) That the emergency exit located along Erf 948, Swakopmund be maintained.
- (d) That any additional floor area to current development to be proposed in future be subject to parking provisions in accordance with the Swakopmund Zoning Scheme stipulations.

11.1.23 **SPECIAL CONSENT FOR A PRIVATE OPEN SPACE FOR THE
PURPOSE OF STAR GAZING ACTIVITIES AS WELL AS THE
CONSTRUCTION OF THREE (3) STAFF QUARTERS ON PORTION
111 (A PORTION OF PORTION 71) OF FARM 163, SWAKOPMUND**
(C/M 2023/04/27 - PTN 111)

RESOLVED:

GM: EPS

- (a) That the Council Resolution Number (C/M 2022/03/31- PTN 111), under Item Number 11.1.15 of the March 2022 Council Agenda be revoked and be replaced with this Council Decision.
- (b) That special consent to use a portion of the Portion 111, Swakopmund for a "Private Open Space" for the purpose of star gazing activities, ten (10) tented accommodation chalets as well as the construction of three (3) staff quarters on Portion 111 (a Portion of Portion 71) of Farm 163, Swakopmund be granted instead of consent to operate a tourist establishment and tourist facility, subject to the following conditions:
 - (i) That the owner provides plans indicating the layout of the proposed tented accommodation chalets as to be specified in (b) above to the satisfaction of the General Manager: Engineering and Planning Services.
 - (ii) That activities are limited to not more than 10% of the size of the portion to be utilised for the proposed developments. If the applicant would like to extend the activities within their allowable size as stated, it is still subjected to the existing consent process that allows them to construct additional dwellings.
 - (iii) That Council reserves the right to cancel a consent use should there be valid complaints.
 - (iv) That the applicant registers with the Health Services Department and that the standard Health Regulations will apply.
 - (v) That the applicant must operate within the Swakopmund Zoning Scheme provisions.
 - (vi) That consent is not transferable.

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- 11.1.24 **REZONING OF ERF 5849, SWAKOPMUND, EXTENSION 18 FROM "GENERAL BUSINESS" WITH A BULK OF 2 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION OF ERF 5849, SWAKOPMUND EXTENSION 18 INTO NINE (9) PORTIONS AND REMAINDER**
(C/M 2023/04/27 - E 5849)

RESOLVED:

GM: EPS

- (a) That the Erf 5849, Swakopmund, Extension 18 be rezoned from "General Business" with a bulk of 2 to "Single Residential" with a density of 1:300m² instead of one per erf initially requested by the applicant.
- (b) That the Erf 5849, Swakopmund, Extension 18 be subdivided into nine (9) portions and Remainder (street) as per subdivision plan submitted by the applicant.
- (c) That the following conditions be registered against the newly created portions:
 - (i) That the Erf shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the Erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).
 - (ii) The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.
- (d) That no betterment fee is payable.
- (e) That the subdivision of Erf 5849, Swakopmund be subject to an endowment fee in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
- (f) That no building plans shall be approved until proof of payment of the endowment fee and completion of services for the newly created portion has been received by Council.
- (g) That an Environmental Clearance Certificate be obtained before submission of the rezoning application to the Urban and Regional Planning Board is made.
- (h) That the construction and installation of bulk supply pipelines such as water, sewer, electrical and other infrastructure to the newly created portions be to the account of the applicant to the satisfaction of the General Manager: Engineering and Planning Services.
- (i) That the applicant submits service designs for approval of the General Manager: Engineering and Planning Services.
- (j) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

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- 11.1.25 **REZONING OF ERF 5848, SWAKOPMUND EXTENSION 18 FROM "GENERAL BUSINESS" WITH A BULK OF 2 TO "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION OF ERF 5848, SWAKOPMUND EXTENSION 18 INTO SEVEN (7) PORTIONS AND REMAINDER**
(C/M 2023/04/27 - E 5848)

RESOLVED:

GM: EPS

- (a) That the Erf 5848, Swakopmund, Extension 18 be rezoned from "General Business" with a bulk of 2 to "Single Residential" with a density of 1:300m² instead of one per erf initially requested by the applicant.
- (b) That the Erf 5848, Swakopmund, Extension 18 be subdivided into seven (7) portions and Remainder (street) as per subdivision plan submitted by the applicant.
- (c) That the following conditions be registered against the newly created portions:
 - (i) That the Erf shall be used or occupied for the purposes which are in accordance with, and the use or occupation of the Erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018),
 - (ii) The building value of the main building, excluding the outbuilding to be erected on the Erf shall be at least four times the municipal valuation of the Erf.
- (d) That no betterment fee payable.
- (e) That the subdivision of Erf 5848, Swakopmund be subject to an endowment fee in terms of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) as well as the Municipality of Swakopmund Property Policy.
- (f) That the applicant be responsible for all costs involved for the construction and installation of services.
- (g) That the design of services be submitted for the approval by the General Manager: Engineering and Planning Services.
- (h) That the installation be done to the satisfaction of the General Manager: Engineering and Planning Services.
- (i) That no building plans shall be approved until proof of payment of the endowment fee has been received by Council.
- (j) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

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11.1.26 REPORT ON STAKEHOLDER ENGAGEMENT: PARENTS' CONFERENCE

(C/M 2023/04/27 - 5/5/1, 51/1)

RESOLVED:

CEO

- (a) That Council takes note of the Parents' Conference Report.
- (b) That a follow-up Parents Conference be held in 2024.

11.1.27 REQUEST FOR ADDITIONAL FUNDS FOR PLACEMENT, MAINTENANCE AND SERVICING OF MOBILE TOILETS

(C/M 2023/04/27 - 14/2/8/2, 3/1/1/1/1)

RESOLVED:

GM: HSSWM
GM: F
GM: EPS

- (a) That the Council approves the request for additional funds of N\$800 000.00 for the Health Services Department & Solid Waste Management.
- (b) That the General Manager: Finance secures funds amounting to N\$800 000.00 for the placement, maintenance, and servicing of the mobile toilets to Vote: 450015560500, (Rental of mobile toilets).
- (c) That the General Manager: Engineering Planning Services applies for fundings from Ministry of Urban and Rural Development for this project.

11.1.28 REQUEST FOR TRANSFER OF FUNDS FROM THE MID-BLOCK SEWERS REPLACEMENT, PHASE 4 PROJECT TO THE UPGRADE OF GROOTFONTEIN ROAD AND ONDJAMBA AVENUE ROAD CONSTRUCTION PROJECT

(C/M 2023/04/27 - 3/1/1/1/1)

RESOLVED:

GM: EPS
GM: F

- (a) That the General Manager: Finance be granted permission to transfer the amount of N\$1 500 000.00 available for the year 2022 / 2023 on capital Vote: 750031007700 [Mid-Block Sewers Replacement Phase 4] to Vote: 650031021500 [Upgrade of Grootfontein Road from Regenstien to Ondjamba Avenue].
- (b) That the General Manager: Finance be granted permission to transfer the amount of 1 500 000.00 on capital Vote: 750031007700 [Mid-Block Sewers Replacement Phase 4] to Vote: 650031021600 [Ondjamba Avenue - Phase 1].
- (c) That the General Manager: Engineering Services and Planning applies for funding from the Ministry of Urban and Rural Development for this project.

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11.1.29 **TRANSFER OF FUNDS: FIREFIGHTING EQUIPMENT**
(C/M 2023/04/27 - 15/4/1, 3/1/1/1/1)

GM: EDS
GM: F

RESOLVED:

That approval be granted to the General Manager: Finance to transfer N\$2 006 872.42. (Vote: 350031016700) from 2021/2022 to the 2022 / 2023 financial year to enable the Economic Development Services Department to purchase the firefighting equipment.

11.1.30 **CANCELLATION OF LEASING THE MUNICIPAL CAFETERIA BY MESSRS GCR ONE TRADING CC**
(C/M 2023/04/27 - 13/3/1/10)

CO: P
CO: A
GM: CS&HC

RESOLVED:

That redundant cafeteria equipment be sold by way of public auction at a price to be determined by the Chairperson of the Management Committee and Chief Executive Officer.

11.1.31 **APPLICATION BY MR HANS TATE-ATI NDEVAETELA TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 2016, MATUTURA, EXTENSION 10**
(C/M 2023/04/27 - E 2016 M)

CO: H
GM: CS&HC

RESOLVED:

- (a) That Council waives the 10-year restriction over, Erf 2016, Matutura and permits Mr Ndevaetela to sell Erf 2016 to a third party, that meets the following criteria:
1. He or she must be on the Master Waiting List
 2. Must reside in Swakopmund.
 3. Must be a first-time homeowner.
 4. Must earn at least N\$6 000.00 or more.
- (b) That Ministerial approval be obtained to allow Mr Ndevaetela to sell Erf 2016, Matutura to a third party who meets the criteria in (a) above.
- (c) That Mr Ndevaetela be informed that he no longer qualifies for allocation of an erf under the low-cost housing projects, as he is no longer a first-time property owner .

11.1.32 **PROPOSAL TO HOST QUARTERLY PUBLIC MEETINGS**
(C/M 2023/04/27 - 5/2/1/2/3)

CO: MC
CEO
ALL GMS
GM: CS&HC

RESOLVED:

- (a) That Council promotes community involvement and public participations with various targeted community groups by hosting sessions of public meetings quarterly on an annual basis.

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- (b) That the following scheduled quarterly meeting dates pertaining to public meetings for 2023 be approved as follows:

| DATE | TARGET AUDIENCE | VENUE | TIME |
|---------------------------|---|--------------------|-------|
| Sunday, 16 April 2023 | Residents of DRC (proper) | Multi-Purpose Hall | 15H00 |
| Sunday, 14 May 2023 | Residents of Wagdaar | Erf 10907 | 15H00 |
| Sunday, 11 June 2023 | Residents of Mondesa | Multi-purpose Hall | 15H00 |
| Wednesday, 19 July 2023 | Business Breakfast meeting | TBA | 08H00 |
| Sunday, 20 August 2023 | Residents of Vineta, Ocean View, Mile 4 | TBA | 15H00 |
| Sunday, 17 September 2023 | Residents of Matutura | TBA | 15H00 |
| Sunday, 15 October 2023 | Residents of Kramersdorf | TBA | 15H00 |
| Sunday, 12 November 2023 | Residents of Tamatiska | Town Hall | 15H00 |

- (c) That the following scheduled quarterly meeting programme pertaining to public meetings for 2024 be approved:

| QUARTER | MONTH | MEETING LOCATION |
|-----------|-----------|-------------------------|
| Quarter 1 | Jan - Mar | 2 meetings/ 2 locations |
| Quarter 2 | Apr- Jun | 2 meetings/ 2 locations |
| Quarter 3 | Jul- Sep | 2 meetings/ 2 locations |
| Quarter 4 | Oct- Nov | 2 meetings/ 2 locations |

- (d) That a Councillor be nominated as Chairperson of the Public meetings.
- (e) That the Heads of Departments present on matters to be discussed at these public meetings.
- (f) That the Manager: Emergency & Law Enforcement makes a presentation to the community on fire safety, hazards, tips and emergency procedures.
- (g) That a representative from the Namibian Police be invited to present on community safety, procedures and enforcement of the law for crimes.
- (h) That the Business Breakfast meeting be chaired by the President of Swakopmund Business Chamber.
- (i) That the members of the public be invited via advertisements, letters and notices on various print media, social media and analogue platforms including radio and television.
- (j) That Council's properties such as community halls, sports fields, public open spaces, parks etc. be utilised at no cost for Council's Public meetings.
- (k) That Council's Public Meeting Organising Committee comprising of the following officials to assist with preparations:

1. Public Relations Officer
2. Corporate Officer: Marketing and Communications
3. Sports and Recreational Officer
4. Environmental Health Practitioner: Waste
5. Chief Fire Brigade
6. Personal Assistant: Mayor

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7. Occupational Health Practitioner
8. Administrative Clerk
 - Officials prone to be changed (added or not required) based on the need and logistic required at the various public meeting venues.

Translators

- | | | | |
|----|---------------------|---|---------------|
| 1. | Ms Panduleni Shilmi | - | Oshiwambo |
| 2. | Mr Jefta Uvanga | - | Otjiherero |
| 3. | Mr Benneth Khaibeb | - | khoekhoegowab |

- (I) That the expenses for the public meetings be defrayed the Publicity Vote: 150515533000 where N\$237 140.13 is available.

11.1.33 MATSI INVESTMENTS (PTY) LTD: APPLICATION FOR A THIRD EXTENSION OF TIME FOR THE DEVELOPMENT OF EXTENSION

13. MATUTURA

(C/M 2023/04/27 - 16/1/4/2/1/14, 14/2/1

RESOLVED:

CO: P
CEO
GM: CS&HC

That Matsi Investments (Pty) Ltd be given extension of time not exceeding (5) five months pending the outcome of the consultation with Nedbank by the Chief Executive Officer.

11.1.34 PROPOSAL TO ESTABLISH A COLLABORATIVE RELATIONSHIP BETWEEN THE SWAKOPMUND MUNICIPALITY AND THE FINISH PROJECT CONSORTIUM.

(C/M 2023/04/27 - 5/2/4/5)

RESOLVED:

CO: MC
GM: CS&HC

- (a) That Council supports the establishment of a collaborative relationship with the Finnish Project Consortium that will aid development of projects.
- (b) That a letter in support of the proposed research into renewable energy production and use in Namibia to be conducted in Swakopmund and the Erongo region, and that the letter be issued accordingly.

11.1.35 SWAKOPMUND BRASS BAND - REQUEST FOR TWO BUSINESS STALLS AT THE SME CENTRE

(C/M 2023/04/27 - M 4352, 14/2/3/3/1)

RESOLVED:

CO: MC
GM: EDS
GM: CS&HC

- (a) That the request from the Swakopmund Brass Band to establish a functional Art Centre in Swakopmund be noted.
- (b) That Council approves Swakopmund Brass Band to lease one business stall at the SME Park, Erf 4352, Mondesa at a fifty percent (50%) rental fee i.e. N\$664.00 (VAT incl) / 2 = N\$332.00 per stall, per month.

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- (c) That Council's consent is further subject thereto that upon acceptance of the business stall approved by Council: Messrs. Swakopmund Brass Band undertake towards the Municipality of Swakopmund, its Council and/or its officials ("Council"):
- (i) To indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent is given to Messrs. Swakopmund Brass Band and/or the utilization of the stall by Messrs. Swakopmund Brass Band.
 - (ii) To indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs. Swakopmund Brass Band to establish an Art Centre and in particular in respect of the decision, resolution and / or consent given in respect of a Business Stall, erf 4347, Mondesa.

11.1.36 INVITATION TO PARTICIPATE IN THE "TOWN OF THE YEAR COMPETITION"
(C/M 2023/04/27 - G 1/1)

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

RESOLVED:

- (a) That Council participates in the "Town of the Year" competition which will take place from 26-28 April at the Namibia Tourism Expo, Windhoek Country Club in Windhoek.
- (b) That permission be granted to the Public Relations Officer, the Local Economic Development Officer and the Marketing and Communications Officer to represent Swakopmund at the "Town of the Year" Competition at the Namibia Tourism Expo to promote Swakopmund.
- (c) That subsistence and travel allowance be defrayed from the Conference and Expenses votes of the relevant departments and that special leave be granted to the staff members during this period. Staff members are to make use of Council's Combi as means of transport.
- (d) That the relevant Heads of department collaborate and avail funds to purchase the branding material and décor of the stand.
- (e) That the various radio services and the print media (newspapers) be approached to advertise and attract more voters to participate in the voting activations.
- (f) That the Local Tourism Operators in Swakopmund be approached to avail prizes that can be won at the exhibitors stand by voters.

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- (g) That the funds will be defrayed from the Corporate Services Publicity Vote: 150515533000 where N\$237 140.13 is available and from the Conference and Expenses votes of the relevant departments.

11.1.37 DRAFT CAPITAL AND OPERATIONAL BUDGETS FOR 2023 / 2024 FINANCIAL YEAR
(C/M 2023/04/27 - 3/1/1/1/1, 3/1/1/2/1)

RESOLVED:

That this item be withdrawn from the Agenda as it was not finalised by the Management Committee.

GM: F
CEO
ALL GMS

13. DRAFT REGULATIONS AND TARIFFS, IF ANY

None.

The meeting adjourned: 20:10.

Minutes to be confirmed on: 20 May 2023.

Councillor D Am-!Gabe
DEPUTY MAYOR

Mr A Benjamin
CHIEF EXECUTIVE OFFICER

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING APRIL AND MAY 2023**

10. (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 27 APRIL 2023**

5.1 **AESTHETICAL SUBMISSION: ERF 4111: HOUSE BEIFANG MINING SERVICES**

(S/M/C 2023/04/27 - E 4111)

RESOLVED: (For Condonation to Council)

GM: EPS

That the Management Committee resolution of 09 February 2023, under item 8.4 (b) be repealed and replace with the following:

- (b) *That the aesthetic submission (on file) from Messrs House Beifang Mining Services, Tsavorite Street, Hage Heights, Swakopmund for the new Single Residential development on Erf 4111 with the proposed changes be turned down as the proposed development does not fall within the allowed land use to establish a dwelling house on a Single Residential zoned erf for the occupation by a single household as defined in the Swakopmund Town Planning Amendment Scheme No. 12 and the proposed development will have a negative impact on the existing municipal infrastructure.*

5.2 **INVITATION TO THE ANNUAL CRAYFISH FESTIVAL**

(S/M/C 2023/04/27 - 3/15/1/6/1, 5/5/1)

RESOLVED:

CEO
GM: F

- (a) That Management Committee condones the approval to the request of the Mayor to support the Lüderitz Crayfish Festival.
- (b) That approval be granted for Council to attend the Official opening, scheduled to take place on 27 April to 1 May 2023 as per the table below:

| SUMMARY OF EXPENDITURE | | | | | |
|--|------------------------------|--|------------------------------|--------------------------------|--------------|
| Item | Lunch Tarif (1x350,00) | Overnight Allowance (6x 1000,00) | Accommodation (6x1000,00) | Transport cost (N\$5.00/km) | Total |
| Cllr Dina Namubes | N\$400 | N\$6000.00 | N\$6000.00 | - | N\$12 400.00 |
| Traffic / Driver | N\$400 | N\$6000.00 | N\$6000.00 | - | N\$12 400.00 |
| TOTAL EXPENDITURE ON SUBSISTENCE AND EVENT COSTS | | | | - | N\$24 800.00 |

- (c) That subsistence and traveling allowance and the pledge costs at a total of N\$24 800.00 be defrayed from the Council's Conference Expenses Vote 101015505500 where N\$116399.96 is available.
- (d) That in future no traveling be considered by Council unless it has been submitted to the Management Committee first and approved.

5.3 STAKEHOLDER ENGAGEMENT: WOMEN IN LEADERSHIP CONFERENCE

(S/M/C 2023/04/27 - 5/5/1,51/1)

RESOLVED:

CEO

That the matter be referred back for more detailed information to be provided.

5.4 SAFETY AND SECURITY MEASURES DURING EASTER HOLIDAYS

(S/M/C 2023/04/27 - 11/1/5/5)

RESOLVED: (For Condonation By Council)

GM: EDS
GM: F

- (a) That Council takes note of the 13 Namibian Police Reserve Force who were present during 7-10 April 2023 in Swakopmund to ensure the safety and security of the visitors and residents.
- (b) That Council condones the expenses to the value of N\$11 700.00 incurred during the said period.
- (c) That the General Manager: Finance transfers the amount of N\$5 850.00 from the Anti-Crime Fund Vote: 960120408600 to the Conference Vote: 101015505500.
- (d) That the General Manager: Finance transfers the amount of N\$5 850.00 from the Anti-Crime Fund Vote: 960120408600 to the Functions and Entertainment Vote: 101015513000
- (e) That the Manager: Emergency and Law Enforcement makes the necessary arrangements for the presence of the Namibian Police during the Festive season.

6.1 PRE-EMPTIVE RIGHT AND RESTRICTION ON SALE FOR DRC PROPER ERVEN

(S/M/C 2023/04/27 - 14/2/1/2)

RESOLVED: (For Condonation By Council)

CO: H
Acting GM: CS & HC

- (a) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in DRC, Extension 27, 29 and 30.
- (b) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.
- (c) That the 10-year period in respect of the restriction of sale of unimproved erven commences from date of transfer of the property.
- (d) That the beneficiaries who construct houses, and receive completion certificates accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.

6.2 FEEDBACK ON SURVEY OF INFORMAL SETTLERS IN EXTENSION 37, SWAKOPMUND

(S/M/C 2023/04/27 - 16/1/4/2/1/14)

CO: H

Acting GM: CS & HC

RESOLVED: (For Condonation By Council)

- (a) That it be noted that the erven in Extension 37 were serviced with government funds and must accordingly be donated to the beneficiaries on the Master Waiting List.
- (b) That the 209 single residential erven in Extension 37 be donated to the occupants in Extension 37 with a household income of N\$6 000.00 and above, on the same condition as the erven in the DRC proper.
- (c) That occupants with a household income between N\$3 000.00 to N\$6 000.00 be given first option to purchase erven in Extension 31.
- (d) That the residents earning below N\$3 000.00 be relocated to the Northern Wedge once the site is ready for occupation.

6.3 REQUEST TO ACCOMMODATE A FAMILY AT KUHNAST FLATS

(S/M/C 2023/04/27 - E 3620 S)

RESOLVED:**CEO**

That the request to accommodate a family at Kuhnast Flats not be approved and that the family be referred to charity institutions.

10. (B) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 11 MAY 2023**

2. **CONFIRMATION OF MINUTES**
(M/C 2023/05/11 - 5/2/1/1/2)

2.1 **MINUTES OF THE ORDINARY MANAGEMENT COMMITTEE MEETING HELD ON 13 APRIL 2023**

On proposal of Councillor P N Shimhanda and seconded by Councillor B R Goraseb, it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Ordinary Management Committee meeting held on 13 April 2023, be confirmed as correct.

2.2 **MINUTES OF THE SPECIAL MANAGEMENT COMMITTEE MEETING HELD ON 27 APRIL 2023**

On proposal of Councillor P N Shimhanda and seconded by Councillor B R Goraseb, it was:

RESOLVED:

CO: A
GM: CS&HC

That the Minutes of the Special Management Committee meeting held on 27 April 2023, be confirmed as correct.

2.4 **MATTERS ARISING FROM THE PREVIOUS MINUTES**

None.

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

7.1 **AUDIENCE: SEWERUS HARAMBEE INVESTMENT CC: VACANT LAND NEXT TO HENTIES BAY ROAD**
(M/C 2023/05/11 - 16/1/4/2/1/5; 16/1/4/2/1/14; M 4095, M 1185)

During the discussion of this item, Messrs Sewerus Harambee Investment cc made a presentation regarding their application.

RESOLVED:

CO: P
GM: CS&HC

That the General Manager: Corporate Services & HC submits to the Management Committee a portion of land with criteria for development to comply with.

7.2 **PROPOSAL TO ALIENATE: KUHNAST FLATS**
(M/C 2023/05/11 - E 3620 S)

RESOLVED

CO: P
GM: CS&HC

That Ms Ivy K Kandjavera, the Senior Procurement Officer be advised that Council cannot accommodate her at this time.

7.5 FEEDBACK: CLOSED BID SALE OF 26 ERVEN HELD ON 21 APRIL 2023

(M/C 2023/05/11 - 16/1/4/2/1/8)

RESOLVED:

CO: P
GM: CS&HC

That the report regarding the closed bid sale of 26 erven held on 21 April 2023 be noted.

8. POLICY MATTERS

8.8 SUBDIVISION OF PORTION 121 (A PORTION OF PORTION 32) OF FARM 163 SMALLHOLDINGS INTO PORTION A, B AND REMAINDER

(M/C 2023/05/11 - PTN 121)

RESOLVED:

GM: EPS

That this item be withdrawn from the Agenda.

8.9 SUBDIVISION OF PORTION 167 (A PORTION OF PORTION 26) OF FARM 163 SMALLHOLDINGS INTO PORTION A AND REMAINDER

(M/C 2023/05/11 - PTN 167)

RESOLVED:

GM: EPS

That this item be withdrawn from the Agenda.

8.13 INFORMATION TECHNOLOGY GENERAL CONTROLS (ITGC)

(M/C 2023/05/11 - 12/3/1, 8/2/1)

RESOLVED:

M: CS
GM: EPS
GM: CS&HC

- (a) That the observation made, being a high risk, inadequate IT policy and the existing IT policy called Computer Policy that was last reviewed, updated, and approved on 25 June 2020, indicating no clear development, review, and approval practices, be noted.
- (b) That Management Committee takes note that no position has been identified as having responsibility or oversight over the IT function since it is not reflected in any job description in the organogram of the Municipality and was administered by a Computer Committee chaired by the General Manager : Corporate Services & Human Capital and that the function is wholly outsourced to a service provider in terms of contract with the liaison person (not responsible) being the General Manager : Corporate Services & Human Capital and that here are no further indication of responsibility or clear lines of authority in terms of IT activity or administration.
- (c) That consideration be given for the IT function to be incorporated into the job descriptions for the positions of GM: Corporate Services & Human Capital.

- (d) That General Manager: Corporate Services & HC revise the ICT policy in assistance with Council's IT service provider and the following be included in Council's Computer Policy document:
- *Update and patch management process.*
 - *Restoration of backups.*
 - *User access termination.*
 - *User access change; and*
 - *User access review.*
- (e) That the General Manager: Corporate Services & HC ensures that the actual review and update dates be captured in Council's Computer Policy document and that the Computer Policy be reviewed and updated annually.
- (f) That the General Manager: Corporate Services & HC ensures principles relating to technology governance in the Namibian Corporate Governance Code (NamCode) be considered in the next review of Council's Computer Policy document.
- (g) That the observation made, being a high risk, cause a lack of control to implement the encryption of data on the removable storage devices, as sensitive information could be disclosed to unauthorized persons using removable storage devices as data on the removal storage devices are not encrypted and possible financial and non-financial losses may occur as a result, be noted.
- (h) That the General Manager: Corporate Services & HC with the assistance of Council's IT Provider assess the risk for Council and evaluate the need for additional controls to be implemented to protect the data on the removable storage devices such as use of BitLocker to encrypt the data and that cost involved the be submitted to Council for budget consideration.
- (i) That the observation made, being a high risk, inadequate password settings that could result in poor password settings which may lead to unauthorized access to systems, resulting in possible unauthorized and malicious activities to be performed, be noted.
- (j) That Council's IT Provider ensures that the minimum password age for the domain controller should be configured to a value greater than 0; and the minimum password length for the domain controller be configured to a value equals 8 or greater than 8; and the password complexity option for the Payday application should be enabled.
- (k) That the observation made, being a high risk, updates and patches, critical updates not applied, the running of outdated versions could either lead to exploits of vulnerabilities existing in the current version of systems or not able to utilize latest available features offered to possibly improve operational efficiency or effectiveness, and when the testing of updates is not

documented and signed off, the audit trail of testing updates not maintained, be noted.

- (l) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider design and implement a process where all the servers and systems are regularly updated with the latest updates and patches and where latest updates and patches are not to be applied for valid business reasons, internal risk management, the Chief Executive Officer be consulted to reach consensus regarding possible risks and related mitigating controls to be put in place.
- (m) That the General Manager: Corporate Services & HC in assistance with Council's IT Service Provider ensures when updates are tested, evidence of testing the updates be documented and signed off so there is an audit trail of what is being done.
- (n) That the observation made, being a medium risk, inadequate backup, and restoration process may cause that business operation may be disrupted for extended period of time and critical data may be lost should there be no backups, or the backups not be able to be restored in the event of an incident or a disaster, be noted.
- (o) That the General Manager: Corporate Services & HC in assistance with Council's IT Service Provider ensures that backups be restored regularly and that evidence of restoring backups be documented, signed off and maintained.
- (p) That the observation made, being a high risk, inadequate physical location of the server room, that when the basement is flooded and the flood water is not pumped out in time, it could cause damages to the server equipment located in the basement, be noted.
- (q) That the General Manager: Corporate Services, the General Manager: Engineering & Planning Services in assistance with Council's IT Service Provider re-consider hosting the servers in a different location which will not be flooded, alternatively, Council's Engineering & Planning Services Department should design and implement measures to either divert the flood water away from the basement or to further reduce the possibility of flood water causing damages to the server equipment.
- (r) That the observation made, being a medium risk, inadequate user access review process; that when the user access review is conducted informally and evidence of user access review is not documented and signed off, unauthorized users could be detected late and not timely removed from the systems which could increase the risk of unauthorized activities taking place while the unauthorized users remain active in the system, be noted

- (s) That the General Manager: Corporate Service in assistance with Council's IT Services Provider and EXCO design and implement a formal user access review process whereby; the user access review is performed more regularly and that reviews are effective; and the user access review is appropriately documented and signed off for the purpose of maintaining audit trails.

8.1 4 CYBER FOOTPRINT ASSESSMENT AND EXTERNAL PENETRATION TESTING

(M/C 2023/05/11 - 12/3/1, 8/2/1)

RESOLVED:

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| M: CS GM: CS&HC |
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- (a) That the observation made, being a medium risk, of access to sensitive information from metadata documents; as an attacker may use the information gathered through the metadata analysis to target employees with phishing attacks or exploit zero-day vulnerabilities found in the software being used by employees, phishing attacks targeted towards the Municipality of Swakopmund employees, involved in the publication of content on the Municipality of Swakopmund web portals, may disclose employee credentials leading to unauthorized access to the web server, which may lead to web portal defacement by the attackers or unauthorized access to sensitive information of Municipality of Swakopmund and its stakeholders, be noted,
- (b) That the General Manager: Corporate Services & HC in assistance with Council's IT Service Provider ensures that any document created on the server be sanitized to remove metadata about author name, directories/folder path, email address and software used before publication on the web portals.
- (c) That the General Manager: Corporate Services & HC, with EXCO in assistance with Council's IT Service Provider considers updating software/ application used by its employees for content creation.
- (d) That the observation made, being a medium risk, a similar domains found on the internet, as an attacker may buy typo domains for different purposes such as; selling the typo domain back to the brand owner for large amount of money; monetise the domain by serving ads to users who inadvertently accessed the typo domain; and perform phishing attacks to lure user into thinking the domain is genuine and provide sensitive information unknowingly, be noted.
- (e) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider performs regular cyber footprint assessments to identify domains similar to 'swkmun.com.na' that will enable the Municipality of Swakopmund to take timely actions to mitigate any risk identified and reduce the probability of cyber incidents.

- (f) That the General Manager: Corporate Services & HC in assistance with Council's IT Service Provider to assess the feasibility of buying similar domains to 'swkmun.com.na' or any other Municipality of Swakopmund domains and configure them to redirect any user accessing them to the Municipality of Swakopmund web portals.
- (g) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider performs regular monitoring to identify domains similar to the Municipality of Swakopmund in order to report any phishing URLs for take down and inform users accordingly.
- (h) That the observation made, being for information, that Council's external host details identified on public search engines may result in an attacker to gather information on services hosted on the servers of Municipality of Swakopmund to prepare custom attacks to access sensitive information or gain unauthorized access and that these attacks may be used to exploit known vulnerabilities in unsecured services available on the servers, be noted.
- (i) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider harden the externally exposed servers by closing unused ports or services to reduce the attack surface, and thereby reducing the information available on search engines and a web application firewall be implemented to provide additional protection to the web servers, thus decreasing the risk of an attacker performing attacks against the Municipality of Swakopmund endpoints.
- (j) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider blocks incoming ICMP ECHO, requests known as ping messages, from external sources on the exposed web servers of Municipality of Swakopmund to prevent web crawlers from identifying and scanning further the web servers of the Municipality of Swakopmund.
- (k) That the observation made, being a critical, 76 corporate emails with passwords leaked on darknet an attacker may leverage on leaked credentials to access email accounts of Municipality of Swakopmund employees to gather sensitive information or to impersonate the owner of the compromised account in viewing of performing phishing attacks to compromise the network of Municipality of Swakopmund, be noted.
- (l) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider provides the listed employees in the credentials leak to change their password and enforce password expiration policy requiring Municipality of Swakopmund users to make use of complex password and change their passwords regularly.

- (m) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider implements a multi-factor authentication for logging in and using critical functions on the web applications of the Municipality of Swakopmund and performs regular cyber footprint assessments to identify information available to hackers from the dark web, as well as take timely actions to mitigate any risk identified and reduce the probability of cyber incidents.
- (n) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider conducts a security awareness training with the employees of the Municipality of Swakopmund highlighting good practices of internet usage and different types of social engineering attacks that may be used against them.
- (o) That the observation made, being a high risk, unsupported web servers of irregular patching or upgrade of end-of-life applications may expose critical systems to known malware or ransomware attacks and may be further exploited to gain unauthorized access to other web servers, be noted
- (p) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider prepares and plan the migration of the unsupported application and database to a stable and supported version:
- *IIS 10 released on 29 July 2015*
 - *MariaDB 10.7.3 released on 12 February 2022*
 - *Conduct regular vulnerability scanning on the publicly exposed network and services to detect outdated application versions and plan for upgrade to a latest stable version in line with the Municipality of Swakopmund patch management process (if any) to mitigate the risk associated to vulnerable application and database in use.*
- (q) That the observation made, being a high risk, that web servers with missing security updates cause irregular patching may expose critical systems to well-known exploits which an attacker may take advantage of to perform malicious activities and may result in unauthorized access, execution of malicious scripts, denial of service attack or malware attacks, be noted.
- (r) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider upgrade the listed underlying technologies and libraries to the latest and stable versions released:
- *OpenSSH 8.9 released on 23 February 2022*
 - *ISC BIND 9.18.1 released 16 March 2022*
 - *Regularly monitor new releases as through a vulnerability management program and upgrade the underlying technologies in line with the Municipality of Swakopmund patch management process (if any) to mitigate the risk associated to vulnerable application and libraries in use.*
- (s) That the observation made, being a medium risk, of vulnerable encryption protocols communication between the user and the web server, although encrypted may be vulnerable to exploitation, where an attacker may capture the traffic and

attempt to decrypt the communication flows which rely on insecure stream ciphers, which may lead to compromise of user credentials and other data entered by the user or being viewed on the applications hosted on the web servers of the Municipality of Swakopmund, be noted.

- (t) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider removes support for old protocols (such as SSLv2, SSLv3, TLSv1.0 and TLSv1.1) and prioritize TLS1.2 or TLS1.3 protocol, disable the use of the weak ciphers such as RC4 and CBC for the encryption certificate and configure the web servers with secure key exchanges which supports the use of forward secrecy.
- (u) That the observation made, being a medium risk, cookie not securely configured, a web application which does not contain the appropriate headers may be vulnerable to several types of attacks such as cross-site scripting, clickjacking and MIME sniffing as these attacks may mislead users into providing their details to the attackers therefore exposing their accounts to fraudulent transactions and unauthorized access, be noted.
- (v) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider includes the following in the response header of the affected web applications:
 - *X-Frame-Options*
 - *X-Content-Type-Options*
 - *X-XSS-Protection*
- (w) That the observation made, being a medium risk, HTTP Strict Transport Security setting not enabled, when a device is connected to an insecure network or has been infected with a malware, the parameters of the web application can be transmitted through devices (referred as "proxies") of the attacker before reaching the server, the attacker may decrypt the connection which relied on insecure stream ciphers and successful decryption of the traffic between the user and the web server may allow an attacker to capture the login credentials, be noted.
- (x) That the General Manager : Corporate Services & HC ensures that Council's IT Service Provider hash or encrypt all sensitive data, such as username and password, in transit to the web server at application level using a strong encryption protocol, if possible and to implement the use of HSTS on the server, which can be done by configuring the server to include the "strict-transport-security" setting on the headers.[Refer to the implementation guide for HSTS: [https://blog.qualys.com/securitylabs/2016/03/28/the-importance-of-a-proper-http-strict-transport-security-implementation-on-your-web-server.](https://blog.qualys.com/securitylabs/2016/03/28/the-importance-of-a-proper-http-strict-transport-security-implementation-on-your-web-server)]
- (y) That the observation made, being a medium risk, of unsecured and vulnerable open ports, which an attacker may be able to

capture user credentials and/or sensitive information (such as emails) being transmitted in clear-text by listening to the network, and once the credentials have been compromised, an attacker may gain unauthorized access to sensitive information, an attacker may also be able to capture the service banners (which may contain version numbers amongst others) to prepare customized attacks against web servers of the Municipality of Swakopmund, be noted.

- (z) That the General Manager: Corporate Services & HC ensures that Council's IT Service Provider disable access to the open ports identified on the web servers, however, if there is a legitimate business use for the identified open ports, make sure that access to these web servers is restricted via configured rules defined on the firewall.
 - (aa) That the observation made, being a medium risk, the disclosure of internal web server information, disclosed sensitive information may allow an attacker to identify the fields and parameters needed in the web server, after identification of the correct fields needed, the attacker may perform guessing attacks leading to unauthorized retrieval of users' details, which may lead to privacy breach impacting the reputation of the organization and also to regulatory fines, the identification of internal web server may allow an attacker to perform targeted attacks to exploit applicable vulnerabilities and compromise the web server, be noted.
 - (bb) That the General Manager: Corporate Services & HC in assistance with Council's IT Service Provider consider configuring the web server to stop providing internal information in the HTTP response headers, which can be done by installing the official URL rewrite module on the server and configuring the rules to remove the headers.
 - (cc) That the observation made, being a medium risk, of expired SSL encryption certificate communication between the user and the server, although encrypted, may be vulnerable to exploitation, an attacker can capture the traffic and attempt to decrypt the communication flows which rely on expired SSL certificate, which may lead to compromise of user credentials and other data entered by the user or being transmitted between a user and the web server, be noted.
 - (dd) That the General Manager : Corporate Services & HC ensures that Council's IT Service Provider implements a certificate lifecycle management program to renew the SSL certificate prior expiration, making use of a configuration management database (CMDB) to keep track of the certificate purchase and expiration date to be able to replace it prior to expiration date and verify proper certificate installation and regularly monitor web servers through a vulnerability management program and address any vulnerabilities identified such as expired SSL certificate.
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8.15 STAKEHOLDER ENGAGEMENT, PERFORMANCE MANAGEMENT & COMMUNICATION

(M/C 2023/05/11 - 12/3/1, 5/2/4/5)

M: HC
CEO
GM: CS&HC

RESOLVED:

- (a) That the observation made, being a high risk, inadequate Stakeholder Engagement and Communication Policies, ineffective engagement with stakeholders; the needs of stakeholders not addressed which may lead to operational distress; Council may not take advantage of opportunities presented by stakeholders leading to lost opportunities; as there is no uniformity in the way that stakeholders are dealt with, be noted.
- (b) That the Chief Executive Officer ensures that a policy and/or procedure be developed and implemented on stakeholder engagement and communication processes and ensure that it is up-to-date and adequately covers communication control processes, to be rolled out to staff and training be carried out to familiarize staff with the requirements of the policies and/or procedures.
- (c) That the observation made, being a high risk, of inadequate Stakeholder Engagement and Communication Activities, as key stakeholders are not identified, and the Council might not take advantage of the opportunities presented by key stakeholders to drive operations and meet strategic objectives; and might miss the opportunity to drive desired behaviour from key stakeholders; and feedback from external committees may not be completely received and analyzed resulting in unmet stakeholder needs, be noted.
- (d) That the Chief Executive Officer ensures that each department develop a list of their key stakeholders and a calendar of events planned for the year; which outlines the committees on which they are represented, who the representatives are, how often the committees meet and how feedback from meetings will be communicated and actioned, where required; and an approved consolidated list of key stakeholders be developed with inputs from all the departments within Council.
- (e) That the observation made, being a medium risk, inadequate Reporting Processes from stakeholder engagement events is not adequately analyzed to allow for timely actioning and informed decision making; and Management is not aware of stakeholder needs to drive operations in a way that benefits each stakeholder group and ultimately meet the objectives of Council, be noted.
- (f) That the Chief Executive Officer ensures each department, monthly include a section in the departmental monthly report on the feedback from stakeholder engagement and communication events which should set out the following at a minimum:

- Stakeholder engagements for the month;
- Key feedback or outcome from each engagement for the month;
- Planned versus actual stakeholder engagements for the month; and
- A list of all Memorandums of Understandings (MOU's) in place, how they are being monitored and key activities for the month.

8.16 **PROCUREMENT & CREDITORS**

(M/C 2023/05/11 - 12/3/1, 6/1/3/1)

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| CEO GM: F Head of Procurement ALL GMS |
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RESOLVED:

- (a) That the observation made, being a high risk, on non-compliance to the Public Procurement Act, Act No. 15 of 2015, as the procurement processes are not in compliance with the requirements of the Public Procurement Act which could result in penalties for non-compliance; as well as result in a lack of credibility in the procurement processes; and documentation in the procurement process are not adequately safeguarded leading to a lack of an audit trail or misappropriations being concealed, be noted
- (b) That the Chief Executive Officer ensures that the procurement of all goods and services be conducted in line with the requirements of the Public Procurement Act; and that the Head of Procurement should monitor compliance to the Public Procurement Act on an ongoing basis and address any issues of non-compliance identified; and key documents in the procurement process should be adequately safeguarded.
- (c) That the observation made, being a high risk, on the inadequate maintenance of the Supplier Masterfile Data; fictitious payments that may be made to supplier accounts; and fraudulent bank accounts may not be timely identified leading to financial losses, be noted.
- (d) That the General Manager: Finance with the assistance of Council's PMU request ALL new/first time suppliers to submit a bank confirmation letter upon submission of their invoices for payment; the bank confirmation letters should be filed and safeguarded; and Suppliers should be required to submit an updated bank confirmation letter for any changes made to their banking details.
- (e) That the observation made, being a medium risk, of discrepancies relating to the purchase requisitioning processes not sourcing the required number of quotations the Municipality may not be able to take advantage of the competitive market in relation to price and quality of goods and/or services; and the procurement process controls are not adhered to which could result in the procurement processes not functioning as intended by management, be noted.
- (f) That the Chief Executive Officer with the assistance of Council's PMU and Training Officer ensures all staff involved in the

procurement process be given training on the Municipality's procurement processes from time to time; the procurement policies and procedures should be strictly implemented, and Management should monitor compliance with the procurement policies, procedures and practices; and non-compliance with the procurement policies and procedures should be addressed and rectified within a timely manner.

- (g) That the observation made, being a high risk, of discrepancies relating to the goods receipt processes where supplier invoices not be matched to goods and/or services received leading to variances in prices and/or quantities not being detected; and payments made for goods and/or services not received, be noted.
- (h) That the Chief Executive Officer and General Managers ensures that each user in their department adequately acknowledge receipt of goods and/or services prior to issuing the documents to the Stores Department for further processing and that Finance's Stores Section refers back all procurement documents which are not completed or may have outstanding information for rectification by the user departments; and the procurement control processes should be observed and complied with.
- (i) That the observation made, being a medium risk, of discrepancies relating to the supplier payment processes; could incur interest charges on overdue accounts and may potentially not take advantage of early settlement discounts offered by suppliers; payment could be made for goods/services not received; and supplier payments could be made without valid supporting documents resulting in payments to fictitious suppliers and subsequent financial losses to the Municipality, be noted.
- (j) That the General Manager Finance performs a review of the age analysis on a monthly basis to identify suppliers with long overdue accounts and follow up with the user departments to obtain the documents necessary to settle the accounts; Finance should not process any payment where all the required documents (i.e., certified invoices) are not made available; and payment vouchers should be completely reviewed and evidenced.
- (k) That the observation made, being a medium risk, of discrepancies relating to the procurement reporting processes of ineffective monitoring of the Annual Procurement Plan, be noted.
- (l) That the Chief Executive Officer / Accounting Officer in conjunction with the Head of PMU ensures the quarterly procurement reports be submitted to the PPU within the 30 days' timeframe as stipulated by the Public Procurement Guidelines; and that Council's PMU implements a schedule to ensure that all procurement reporting information is collected and prepared in a

timely manner to allow for timely finalization of the quarterly reports for submission.

- (m) That the observation made, being a low risk, of discrepancies relating to the recording of transactions being an over and/or understatement of expenditure leading to inaccurate financial reporting, be noted.
- (n) That the General Manager: Finance ensures that transactions are recorded in the correct financial period and any errors identified should be timely rectified.
- (o) That the observation made, being a low risk, of untimely preparation and review of the creditor's reconciliations may cause those errors are not timely detected and/or rectified, be noted.
- (p) That the General Manager: Finance ensures that reconciliations should as far as possible be performed within a timely manner and adequately reviewed.

8.17 HOUSING

(M/C 2023/05/11 - 12/3/1, 14/2/1/2)

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| CO: H |
| GM: F |
| GM: CS&HC |

RESOLVED:

- (a) That the observation made, being a high risk, of inadequate housing application processes; application process controls are overridden which could result in reputational damage to Council as the process is not functioning as intended or seen to be transparent; applicants who do not meet the requirements could be approved for housing which may not be aligned to the objectives or purpose of the low-cost housing schemes; and lack of an audit trail to investigate and resolve disputes when they occur, be noted.
- (b) That the General Manager: Corporate Services & HC ensures that all applicants identified as not approved should be submitted to MC for approval; and that only applicants who have been vetted and approved should be added to the Master Waiting List.
- (c) That the General Manager: Corporate Services & HC must ensure that the Housing Section reviewed and reconciled the names and/or reference number of applicants on the Master Waiting List against all submissions made to MC periodically to ensure that all applicants on the List have been approved; and all documents should be adequately and completely filed to ensure a complete audit trail.
- (d) That the observation made, being a high risk, of inadequate controls over the maintenance of the Master Waiting List, the Master Waiting List may be compromised which may affect the housing processes; and the integrity and credibility of the housing process of Council may be compromised; and errors of

applicant details may not be timely identified and/or rectified and housing may be provided to applicants who do not meet the criteria required, be noted.

- (e) That the General Manager : Corporate Services & HC must ensure that the Housing Section implementing a system-based Master Waiting List; and user access to the Master Waiting List be granted on the least privilege principle and access to the system should be provided with the minimum privileges necessary to fulfil the employees' roles and responsibilities; applications for housing must be submitted to Management Committee for approval within a reasonable time after application; and the Housing Section must review and reconcile the names and/or reference number of applicants on the Master Waiting List against all submissions made to Management Committee periodically to ensure that all applicants on the List have been approved.
- (f) That the General Manager : Corporate Services & HC must ensure that the Housing Section request an updated Master Waiting List from MURD and a review of the additions should be conducted by the Corporate Officer: Housing to ensure the list is accurate and complete; and a register of all housing applications must be maintained by the Corporate Housing Officer, with only file/book to be used at any moment in time.
- (g) That the observation made, being a high risk, of inadequate housing award processes that can result in financial losses to Council as no formal agreement exists with the awarded beneficiaries; misrepresentation of the financial statements, and financial losses to Council as the full cost of the erven sold has not been recovered, be noted.
- (h) That the General Manager: Corporate Services & HC ensures that all loan agreements be drafted and signed by all parties prior to the houses being handed over to the borrower in accordance with the directives from MURD; loan accounts must only be opened on the Solar financial system by the Accountant: Administration & Property once the loan agreement has been signed by all parties.
- (i) The General Manager: Finance must perform a review of all Build Together loan accounts and Social Housing loan accounts and identify loan accounts that have been erroneously accounted for and the Accountant: Administration & Property should rectify the loan amount and instalment fee on Solar, a journal must be processed by the Accountant: Administration & Property to rectify the loan balances of all loan accounts which must be approved by the General Manager: Finance.
- (j) That the General Manager: Finance ensures that all cost of erven sold to the Shack Dwellers Federation be fully recovered prior to

the transfer of the erven to the Federation; and all documents be adequately and completely filed to ensure a complete audit trail.

- (k) That the observation made, being a high risk, of inaccurate and untimely processing to the Debtors Loan Accounts leading to a misstatement of the customer loan account, be noted.
 - (l) That the General Manager: Finance implements a cashdrawer database for mass housing loan accounts, where loan payments are directly captured to the debtor's loan account; and all receipts be timely captured/processed to the debtors' loan accounts.
 - (m) That the observation made, being a medium risk, of inadequate follow up processes on outstanding loans, which leads to inconsistent application of the control processes, which may result in Council incurring avoidable lawyer's fees; and the current control processes practiced on the ground may not be aligned to the documented policies and/or procedures resulting Council not meeting its objectives, be noted.
 - (n) That the General Manager: Finance ensures that summons letters be issued to the loan account holder prior to the account being handed over in accordance with the approved policy:
 - *Management should perform a periodic review of governance documents;*
 - *The policy should be updated with the controls identified as missing or vague; and*
 - *The updated policy should be presented to Council for review and approval.*
 - (o) That the observation made, being a high risk, of inadequate reconciliation processes as errors may not be timely detected and/or rectified, be noted.
 - (p) That the General Manager: Finance ensures that the Accountant: Administration & Property prepares the year end Build Together and Mass Housing loan account reconciliations to be signed and dated; for the Manager: Finance to perform a review of the year-end loan account reconciliations.
 - (q) That the observation made, being a medium risk, of inadequate reporting which may lead to the non-compliance with directives from MURD leading to a damaged reputation, be noted.
 - (r) That General Manager: Corporate Services and Human Capital provide oversight over the quarterly submissions to MURD on the Housing activities to ensure submissions are made timely.
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- 11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETINGS HELD DURING APRIL AND MAY 2023**
- 11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 27 APRIL, 11 AND 16 MAY 2023**
- 11.1.1 **AESTHETICAL SUBMISSION: ERF 4111: HOUSE BEIFANG MINING SERVICES**
(C/M 2023/05/29 - E 4111)

Ordinary Management Committee Meeting of 27 April 2023, Addendum 5.1 page 04 refers.

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

1. Purpose

The purpose of the submission is to request that Management Committee to repeal and replace a previous decision taken on the Aesthetical Submission for Erf 4111 - House Beifang Mining Services.

2. Introduction

The Management Committee on **09 February 2023**, under item 8.4 resolved as following:

That the aesthetic submission (on file) from Messrs House Beifang Mining Services, Tsovorite Street, Hage Heights, Swakopmund for the new Single Residential development on Erf 4111 with the proposed changes be turned down.

When this decision was submitted for confirmation at an ordinary Management Committee meeting on **09 March 2023**, it was requested that this item be amended as it did not mention the reason(s) for turning the matter down, as discuss in the meeting of **09 February 2023**. At an ordinary Management Committee meeting on **13 April 2023**, the Chairperson again raised the correction of the previous decision on this specific matter.

3. Conclusion

The request to amend the wording of the decision to include the reason for Management Committee to turn down the Aesthetical submission of Erf 4111 - House Beifang Mining Services, is to motivate and express the Management Committee's concerns about the proposed development by Messers Beifang Mining Services.

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

RESOLVED: (For Condonation to Council)

That the Management Committee resolution of 09 February 2023, under item 8.4 (b) be repealed and replace with the following:

- (b) *That the aesthetic submission (on file) from Messrs House Belfang Mining Services, Tsavorite Street, Hage Heights, Swakopmund for the new Single Residential development on Erf 4111 with the proposed changes be turned down as the proposed development does not fall within the allowed land use to establish a dwelling house on a Single Residential zoned erf for the occupation by a single household as defined in the Swakopmund Town Planning Amendment Scheme No. 12 and the proposed development will have a negative impact on the existing municipal infrastructure.*
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11.1.2 **SAFETY AND SECURITY MEASURES DURING EASTER HOLIDAYS**

(C/M 2023/05/29 - 11/1/5/5)

Ordinary Management Committee Meeting of 27 April 2023, Addendum 5.4 page 08 refers.

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

The Special Reserve Force from Walvis Bay were on site during the Easter long weekend. The Reserve Force sent a total of 13 officers who were dispatched at various points to ensure law and order during this period. Council had to make provision for lunch and dinner for the Officers.

The expenses were to be incurred from the Anti-Crime Fund Vote, however, since it is not an operational Vote, the Conference and Functions and Entertainment Votes were used respectively.

The expenses incurred were as follow:

| SUMMARY OF EXPENDITURE | |
|---|---------------------|
| ITEM | AMOUNT (N\$) |
| <i>Meals (lunch and dinner) 7-10 April 2023</i> | <i>N\$11 700.00</i> |
| TOTAL EXPENDITURE | N\$11 700.00 |

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

RESOLVED: (For Condonation By Council)

- (a) That Council takes note of the 13 Namibian Police Reserve Force who were present during 7-10 April 2023 in Swakopmund to ensure the safety and security of the visitors and residents.**
- (b) That Council condones the expenses to the value of N\$11 700.00 incurred during the said period.**
- (c) That the General Manager: Finance transfers the amount of N\$5 850.00 from the Anti-Crime Fund Vote: 960120408600 to the Conference Vote: 101015505500.**
- (d) That the General Manager: Finance transfers the amount of N\$5 850.00 from the Anti-Crime Fund Vote: 960120408600 to the Functions and Entertainment Vote: 101015513000**
- (e) That the Manager: Emergency and Law Enforcement makes the necessary arrangements for the presence of the Namibian Police during the Festive season.**

11.1.3

PRE-EMPTIVE RIGHT AND RESTRICTION ON SALE FOR DRC PROPER ERVEN

(C/M 2023/05/29 - 14/2/1/2)

Ordinary Management Committee Meeting of 27 April 2023,
Addendum **6.1** page **03** refers.

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

1. INTRODUCTION

This submission serves to add the requirement for the pre-emptive right and restriction on the sale of erven in the conditions of donation to the erven serviced with government funds in the DRC Proper extension 27, 29 and 30.

2. BACKGROUND

Council resolved to transfer the erven in DRC Proper to the recognised tenants on **29 September 2022** under item 11.1.47. Subsequently, on **23 February 2023** under item 11.1.13, Council resolved as follows:

- (a) That Council takes note of the N\$1 587 130.00 funds that was secured by Erongo RED and to be placed as a contribution by Erongo RED towards the electrical supply connection of informal dwellings in the DRC proper.
- (b) That the Council takes note of the commitment by Erongo RED to repair all the damaged electrical infrastructure within the DRC proper at their own cost as these services are under their responsibility and that the cost of repairs on the electrical infrastructure shall not be taken from the N\$1 587 130.00 contribution.
- (c) That Council approves the following implementation plan for the electrical supply connection for the informal dwellings in the DRC proper, namely:
 - (i) A funding model for the electrical supply connection for the informal dwellings in the DRC proper as listed below:

| | | |
|----------------------------------|---|-------------|
| • Beneficiary contribution | = | N\$2 500.00 |
| • Erongo RED contribution | = | N\$1 867.21 |
| • Municipal Council contribution | = | N\$3 000.00 |

- (ii) That the implementation of the electrical supply connection for the informal dwellings in the DRC proper be done in stage as depicted below:

| | |
|---------|---|
| Phase 1 | 200 beneficiaries |
| Phase 2 | 100 beneficiaries every phase after completion of phase 1 until the 850 erven have been serviced. |

- (iii) That the contribution by the beneficiaries can be done under two options, namely, Due to the financial implication for all parties, it needs to consider that the raising of the electrical supply connection contribution by the beneficiaries will need to be done under two options, namely:

| | |
|----------|---|
| Option 1 | beneficiaries that can afford to fully pay the electrical supply connection contribution of N\$2 500.00 once off. |
| Option 2 | beneficiaries to pay-off the electrical supply connection contribution of N\$2 500.00 in instalments. |

- (d) That Council approves a total of N\$2 550 000.00 to be assigned to the electrical supply connections for the informal dwellings in DRC Proper project.

- (e) That Council provide an interim registration of a beneficiary to an erf in the DRC proper or other similar informal settlement areas in Swakopmund while the full registration for ownership is still in progress.
- (f) That Erongo RED remains with the electrical supply connection fee of N\$ 7 276.00 (VAT included) until all the 850 erven in DRC proper has been provided with electrical supply connections.

3. DISCUSSION

The abovementioned resolutions indicate a clear route for the ownership process for erven in DRC Proper. These erven will be donated to the tenants who are all low-income earners, since the services were installed by government funding. It is against this background that a restraint on the sale of the erf and a pre-emptive right and a restriction on the sale of 10 years be included in the Deed of Donation to prohibit beneficiaries from selling their properties before expiry of 10 years.

Council needs to prevent the situation, which has occurred previously, where beneficiaries receive donated land, do not invest in it, or improve it, and simply sell it and then resettle in an informal area again. This does not relieve the housing crisis but simply perpetuates and aggravates it since the community loses faith in the process and Council.

4. PROPOSAL

It is proposed that Council approves the restriction and pre-emptive right which will commence after transfer and after a completion certificate is issued, respectively.

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

RESOLVED: (For Condonation By Council)

- (a) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in DRC, Extension 27, 29 and 30.
 - (b) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.
 - (c) That the 10-year period in respect of the restriction of sale of unimproved erven commences from date of transfer of the property.
 - (d) That the beneficiaries who construct houses, and receive completion certificates accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.
-

11.1.4 **FEEDBACK ON SURVEY OF INFORMAL SETTLERS IN
EXTENSION 37, SWAKOPMUND**
(C/M 2023/05/29 - 16/1/4/2/1/14)

Special Management Committee Meeting of 27 April 2023,
Addendum **6.2** page **05** refers.

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

1. INTRODUCTION

The purpose of this submission is to provide information to Council regarding the assessment of informal settlers in Extension 37, Swakopmund.

2. BACKGROUND

Council on **27 September 2022**, under item 11.1.43 resolved as follows:

- (a) *That the informal settlers in Extension 37 be offered erven to purchase in Extension 31, once the installation of services are finalised.*
- (b) *That affordability calculations be done while the registration of residents of Extension 37.*
- (c) *That informal settlers who cannot be accommodated in Extension 31 or 37 be relocated to Extensions 40/41/42 or portion 182/183 or the Northern Wedge, once the areas are ready for occupation.*
- (d) *That students be appointed to obtain the statistics of the number of people in Extension 37 and identify the unauthorised occupants.*
- (e) *That airtime equivalent to "Super-Aweh" be provided to all committees once a month, while the project is ongoing, and the cost be forfeited from Vote: 150515546500.*

3. DISCUSSION

Three (3) Students were appointed, the survey and enumeration process is now completed and affordability calculations were done for the informal settlers in Extension 37. Households with high and middle income have been identified and can be offered erven in Extension 37 and Extension 31 Swakopmund.

According to the General Plan (GP) "**Annexure A**" there are 229 erven in Extension 37 of which 2 are business erven, 3 public open spaces, 1 institutional erf and 15 *Single Residential* erven are occupied by NHE beneficiaries "**Annexure B**". The remaining 208 erven are single residential erven available for donation.

Extension 37 was serviced with the funds of the Ministry of Urban and Rural Development however, the erven are quite large and thus not realistic for the purpose of low-cost housing. The erven will be donated to the informal settlers in Extension 37 with a household income between N\$3 000.00 and N\$6 000.00. The

occupants who earn a household income exceeding N\$10 000.00 will be given first option to purchase erven in Extension 31. The occupants of Extension 37 with a household income of N\$3 000.00 and below will be considered once more erven are serviced, and if they are on the Master Waiting List.

4. **AFFORDABILITY ANALYSIS AS PER THE NEW STATISTICS ACQUIRED THROUGH ENUMERATION**

There are a total of 765 occupants in Extension 37 of which 459 provided proof of income to date. The following is the analysis of the income from the informal settlers in Extension 37:

| | |
|-------------------------------------|-----|
| <i>Income (N\$ 6000 +)</i> | 73 |
| <i>Income (N\$ 3000 - N\$ 6000)</i> | 168 |
| <i>Income (Below 3000)</i> | 204 |
| <i>Proof of Income not Provided</i> | 180 |
| <i>Unemployed</i> | 123 |
| <i>Pensioners</i> | 13 |
| <i>Disabled</i> | 4 |
| <i>Total</i> | 765 |

There are 765 occupants registered, of which 459 (60%) have submitted their proof of income (76 of them earn a high income (N\$6 001.00 above), 170 are middle income (Between N\$3001.00 - N\$6 000.00) and 213 are in the low income (N\$3 000.00 Below) category. The remaining 306 (40%) occupants consisting of (123 individuals are unemployed and 183 have not yet submitted their proof of income).

According to Annexure "C" Ext 37 contains 685 structures and 209 erven of which 32 erven have single structures and the remaining 177 erven have two or more structures which amounts to 653 structures.

The figures are bound to change since registration could not be completed on some erven seen as Annexure "D" as some people were not home when registrations were being done therefore, they are still submitting their proof of income.

5. **PROPOSAL**

It is proposed that the erven larger than 350 m² in Extension 37, be donated to the informal settlers who have a household income of N\$6 000.00 and higher, and those who have a household income between N\$3 000.00 and N\$6 000.00 be given the first option to purchase erven in Extension 31. Informal settlers in Extension 37 with a household income below N\$3 000.00 cannot be assisted at this time since there are no erven available. When the new areas are serviced, they will be assisted.

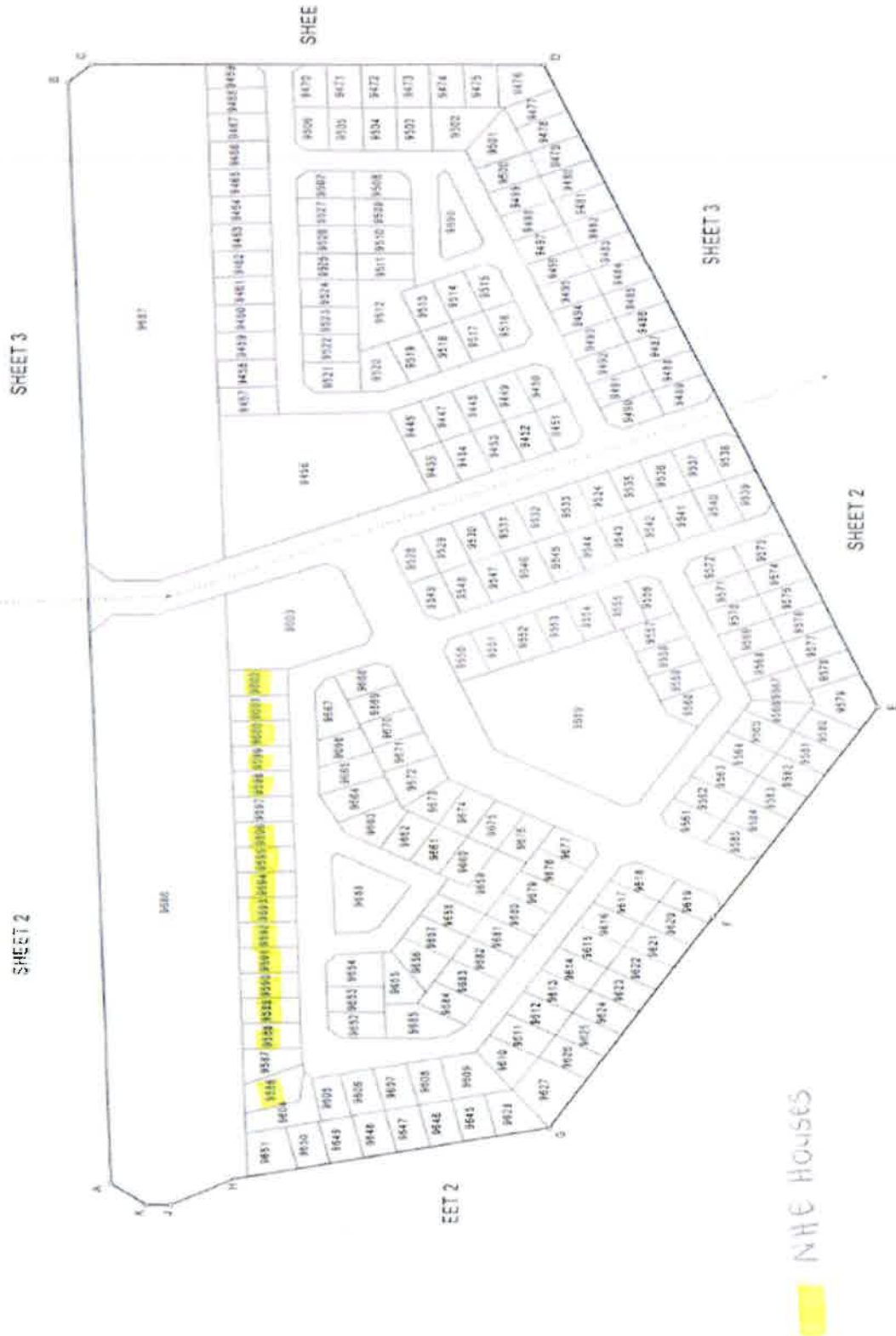
B. After the matter was considered, the following was:-

RESOLVED: (For Condonation By Council)

- (a) That it be noted that the erven in Extension 37 were serviced with government funds and must accordingly be donated to the beneficiaries on the Master Waiting List.
 - (b) That the 209 single residential erven in Extension 37 be donated to the occupants in Extension 37 with a household income of N\$6 000.00 and above, on the same condition as the erven in the DRC proper.
 - (c) That occupants with a household income between N\$3 000.00 to N\$6 000.00 be given first option to purchase erven in Extension 31.
 - (d) That the residents earning below N\$3 000.00 be relocated to the Northern Wedge once the site is ready for occupation.
-

ANNEXURE "A"

| AREAS | | | | AREAS | | | | ERF | | | | SQUARE METRS | | | | ERF | | | | SQUARE METRS | | | | ERF | | | | SQUARE METRS | | | |
|-------|--------------|------|--------------|-------|--------------|------|--------------|------|--------------|------|--------------|--------------|--------------|------|--------------|------|--------------|------|--------------|--------------|--------------|------|--------------|------|--------------|------|--------------|--------------|--|--|--|
| ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | | | | |
| 9446 | 375 | 9576 | 376 | 9483 | 375 | 9613 | 375 | 9483 | 375 | 9613 | 375 | 9483 | 375 | 9613 | 375 | 9483 | 375 | 9613 | 375 | 9483 | 375 | 9613 | 375 | 9483 | 375 | 9613 | 375 | | | | |
| 9447 | 375 | 9577 | 376 | 9484 | 375 | 9614 | 375 | 9484 | 375 | 9614 | 375 | 9484 | 375 | 9614 | 375 | 9484 | 375 | 9614 | 375 | 9484 | 375 | 9614 | 375 | 9484 | 375 | 9614 | 375 | | | | |
| 9448 | 375 | 9578 | 375 | 9485 | 375 | 9615 | 375 | 9485 | 375 | 9615 | 375 | 9485 | 375 | 9615 | 375 | 9485 | 375 | 9615 | 375 | 9485 | 375 | 9615 | 375 | 9485 | 375 | 9615 | 375 | | | | |
| 9449 | 375 | 9579 | 612 | 9486 | 375 | 9616 | 375 | 9486 | 375 | 9616 | 375 | 9486 | 375 | 9616 | 375 | 9486 | 375 | 9616 | 375 | 9486 | 375 | 9616 | 375 | 9486 | 375 | 9616 | 375 | | | | |
| 9450 | 363 | 9580 | 375 | 9487 | 375 | 9617 | 375 | 9487 | 375 | 9617 | 375 | 9487 | 375 | 9617 | 375 | 9487 | 375 | 9617 | 375 | 9487 | 375 | 9617 | 375 | 9487 | 375 | 9617 | 375 | | | | |
| 9451 | 363 | 9581 | 375 | 9488 | 375 | 9618 | 363 | 9488 | 375 | 9618 | 363 | 9488 | 375 | 9618 | 363 | 9488 | 375 | 9618 | 363 | 9488 | 375 | 9618 | 363 | 9488 | 375 | 9618 | 363 | | | | |
| 9452 | 375 | 9582 | 375 | 9489 | 375 | 9619 | 362 | 9489 | 375 | 9619 | 362 | 9489 | 375 | 9619 | 362 | 9489 | 375 | 9619 | 362 | 9489 | 375 | 9619 | 362 | 9489 | 375 | 9619 | 362 | | | | |
| 9453 | 375 | 9583 | 375 | 9490 | 375 | 9620 | 375 | 9490 | 375 | 9620 | 375 | 9490 | 375 | 9620 | 375 | 9490 | 375 | 9620 | 375 | 9490 | 375 | 9620 | 375 | 9490 | 375 | 9620 | 375 | | | | |
| 9454 | 375 | 9584 | 375 | 9491 | 375 | 9621 | 375 | 9491 | 375 | 9621 | 375 | 9491 | 375 | 9621 | 375 | 9491 | 375 | 9621 | 375 | 9491 | 375 | 9621 | 375 | 9491 | 375 | 9621 | 375 | | | | |
| 9455 | 375 | 9585 | 363 | 9492 | 375 | 9622 | 375 | 9492 | 375 | 9622 | 375 | 9492 | 375 | 9622 | 375 | 9492 | 375 | 9622 | 375 | 9492 | 375 | 9622 | 375 | 9492 | 375 | 9622 | 375 | | | | |
| 9456 | 5 568 | 9586 | 375 | 9493 | 375 | 9623 | 375 | 9493 | 375 | 9623 | 375 | 9493 | 375 | 9623 | 375 | 9493 | 375 | 9623 | 375 | 9493 | 375 | 9623 | 375 | 9493 | 375 | 9623 | 375 | | | | |
| 9457 | 411 | 9587 | 363 | 9494 | 375 | 9624 | 375 | 9494 | 375 | 9624 | 375 | 9494 | 375 | 9624 | 375 | 9494 | 375 | 9624 | 375 | 9494 | 375 | 9624 | 375 | 9494 | 375 | 9624 | 375 | | | | |
| 9458 | 411 | 9588 | 485 | 9495 | 375 | 9625 | 375 | 9495 | 375 | 9625 | 375 | 9495 | 375 | 9625 | 375 | 9495 | 375 | 9625 | 375 | 9495 | 375 | 9625 | 375 | 9495 | 375 | 9625 | 375 | | | | |
| 9459 | 411 | 9589 | 394 | 9496 | 375 | 9626 | 375 | 9496 | 375 | 9626 | 375 | 9496 | 375 | 9626 | 375 | 9496 | 375 | 9626 | 375 | 9496 | 375 | 9626 | 375 | 9496 | 375 | 9626 | 375 | | | | |
| 9460 | 411 | 9590 | 378 | 9497 | 375 | 9627 | 378 | 9497 | 375 | 9627 | 378 | 9497 | 375 | 9627 | 378 | 9497 | 375 | 9627 | 378 | 9497 | 375 | 9627 | 378 | 9497 | 375 | 9627 | 378 | | | | |
| 9461 | 411 | 9591 | 378 | 9498 | 375 | 9628 | 378 | 9498 | 375 | 9628 | 378 | 9498 | 375 | 9628 | 378 | 9498 | 375 | 9628 | 378 | 9498 | 375 | 9628 | 378 | 9498 | 375 | 9628 | 378 | | | | |
| 9462 | 411 | 9592 | 378 | 9499 | 375 | 9629 | 378 | 9499 | 375 | 9629 | 378 | 9499 | 375 | 9629 | 378 | 9499 | 375 | 9629 | 378 | 9499 | 375 | 9629 | 378 | 9499 | 375 | 9629 | 378 | | | | |
| 9463 | 411 | 9593 | 378 | 9500 | 375 | 9630 | 378 | 9500 | 375 | 9630 | 378 | 9500 | 375 | 9630 | 378 | 9500 | 375 | 9630 | 378 | 9500 | 375 | 9630 | 378 | 9500 | 375 | 9630 | 378 | | | | |
| 9464 | 411 | 9594 | 378 | 9501 | 375 | 9631 | 378 | 9501 | 375 | 9631 | 378 | 9501 | 375 | 9631 | 378 | 9501 | 375 | 9631 | 378 | 9501 | 375 | 9631 | 378 | 9501 | 375 | 9631 | 378 | | | | |
| 9465 | 411 | 9595 | 378 | 9502 | 375 | 9632 | 378 | 9502 | 375 | 9632 | 378 | 9502 | 375 | 9632 | 378 | 9502 | 375 | 9632 | 378 | 9502 | 375 | 9632 | 378 | 9502 | 375 | 9632 | 378 | | | | |
| 9466 | 411 | 9596 | 378 | 9503 | 375 | 9633 | 378 | 9503 | 375 | 9633 | 378 | 9503 | 375 | 9633 | 378 | 9503 | 375 | 9633 | 378 | 9503 | 375 | 9633 | 378 | 9503 | 375 | 9633 | 378 | | | | |
| 9467 | 411 | 9597 | 378 | 9504 | 375 | 9634 | 378 | 9504 | 375 | 9634 | 378 | 9504 | 375 | 9634 | 378 | 9504 | 375 | 9634 | 378 | 9504 | 375 | 9634 | 378 | 9504 | 375 | 9634 | 378 | | | | |
| 9468 | 385 | 9598 | 378 | 9505 | 375 | 9635 | 378 | 9505 | 375 | 9635 | 378 | 9505 | 375 | 9635 | 378 | 9505 | 375 | 9635 | 378 | 9505 | 375 | 9635 | 378 | 9505 | 375 | 9635 | 378 | | | | |
| 9469 | 342 | 9599 | 378 | 9506 | 375 | 9636 | 378 | 9506 | 375 | 9636 | 378 | 9506 | 375 | 9636 | 378 | 9506 | 375 | 9636 | 378 | 9506 | 375 | 9636 | 378 | 9506 | 375 | 9636 | 378 | | | | |
| 9470 | 363 | 9600 | 378 | 9507 | 375 | 9637 | 378 | 9507 | 375 | 9637 | 378 | 9507 | 375 | 9637 | 378 | 9507 | 375 | 9637 | 378 | 9507 | 375 | 9637 | 378 | 9507 | 375 | 9637 | 378 | | | | |
| 9471 | 375 | 9601 | 377 | 9508 | 375 | 9638 | 377 | 9508 | 375 | 9638 | 377 | 9508 | 375 | 9638 | 377 | 9508 | 375 | 9638 | 377 | 9508 | 375 | 9638 | 377 | 9508 | 375 | 9638 | 377 | | | | |
| 9472 | 375 | 9602 | 391 | 9509 | 375 | 9639 | 391 | 9509 | 375 | 9639 | 391 | 9509 | 375 | 9639 | 391 | 9509 | 375 | 9639 | 391 | 9509 | 375 | 9639 | 391 | 9509 | 375 | 9639 | 391 | | | | |
| 9473 | 375 | 9603 | 2 947 | 9510 | 375 | 9640 | 2 947 | 9510 | 375 | 9640 | 2 947 | 9510 | 375 | 9640 | 2 947 | 9510 | 375 | 9640 | 2 947 | 9510 | 375 | 9640 | 2 947 | 9510 | 375 | 9640 | 2 947 | | | | |
| 9474 | 381 | 9604 | 498 | 9511 | 375 | 9641 | 498 | 9511 | 375 | 9641 | 498 | 9511 | 375 | 9641 | 498 | 9511 | 375 | 9641 | 498 | 9511 | 375 | 9641 | 498 | 9511 | 375 | 9641 | 498 | | | | |
| 9475 | 369 | 9605 | 378 | 9512 | 375 | 9642 | 378 | 9512 | 375 | 9642 | 378 | 9512 | 375 | 9642 | 378 | 9512 | 375 | 9642 | 378 | 9512 | 375 | 9642 | 378 | 9512 | 375 | 9642 | 378 | | | | |
| 9476 | 476 | 9606 | 375 | 9513 | 375 | 9643 | 375 | 9513 | 375 | 9643 | 375 | 9513 | 375 | 9643 | 375 | 9513 | 375 | 9643 | 375 | 9513 | 375 | 9643 | 375 | 9513 | 375 | 9643 | 375 | | | | |
| 9477 | 334 | 9607 | 375 | 9514 | 375 | 9644 | 375 | 9514 | 375 | 9644 | 375 | 9514 | 375 | 9644 | 375 | 9514 | 375 | 9644 | 375 | 9514 | 375 | 9644 | 375 | 9514 | 375 | 9644 | 375 | | | | |
| 9478 | 375 | 9608 | 375 | 9515 | 375 | 9645 | 375 | 9515 | 375 | 9645 | 375 | 9515 | 375 | 9645 | 375 | 9515 | 375 | 9645 | 375 | 9515 | 375 | 9645 | 375 | 9515 | 375 | 9645 | 375 | | | | |
| 9479 | 375 | 9609 | 552 | 9516 | 375 | 9646 | 375 | 9516 | 375 | 9646 | 375 | 9516 | 375 | 9646 | 375 | 9516 | 375 | 9646 | 375 | 9516 | 375 | 9646 | 375 | 9516 | 375 | 9646 | 375 | | | | |
| 9480 | 375 | 9610 | 417 | 9517 | 375 | 9647 | 417 | 9517 | 375 | 9647 | 417 | 9517 | 375 | 9647 | 417 | 9517 | 375 | 9647 | 417 | 9517 | 375 | 9647 | 417 | 9517 | 375 | 9647 | 417 | | | | |
| 9481 | 375 | 9611 | 375 | 9518 | 375 | 9648 | 375 | 9518 | 375 | 9648 | 375 | 9518 | 375 | 9648 | 375 | 9518 | 375 | 9648 | 375 | 9518 | 375 | 9648 | 375 | 9518 | 375 | 9648 | 375 | | | | |
| 9482 | 375 | 9612 | 375 | 9519 | 375 | 9649 | 375 | 9519 | 375 | 9649 | 375 | 9519 | 375 | 9649 | 375 | 9519 | 375 | 9649 | 375 | 9519 | 375 | 9649 | 375 | 9519 | 375 | 9649 | 375 | | | | |
| 9483 | 375 | 9613 | 375 | 9520 | 375 | 9650 | 375 | 9520 | 375 | 9650 | 375 | 9520 | 375 | 9650 | 375 | 9520 | 375 | 9650 | 375 | 9520 | 375 | 9650 | 375 | 9520 | 375 | 9650 | 375 | | | | |
| | | | | 9521 | 375 | 9651 | 375 | 9521 | 375 | 9651 | 375 | 9521 | 375 | 9651 | 375 | 9521 | 375 | 9651 | 375 | 9521 | 375 | 9651 | 375 | 9521 | 375 | 9651 | 375 | | | | |
| | | | | 9522 | 375 | 9652 | 375 | 9522 | 375 | 9652 | 375 | 9522 | 375 | 9652 | 375 | 9522 | 375 | 9652 | 375 | 9522 | 375 | 9652 | 375 | 9522 | 375 | 9652 | 375 | | | | |
| | | | | 9523 | 375 | 9653 | 375 | 9523 | 375 | 9653 | 375 | 9523 | 375 | 9653 | 375 | 9523 | 375 | 9653 | 375 | 9523 | 375 | 9653 | 375 | 9523 | 375 | 9653 | 375 | | | | |
| | | | | 9524 | 375 | 9654 | 375 | 9524 | 375 | 9654 | 375 | 9524 | 375 | 9654 | 375 | 9524 | 375 | 9654 | 375 | 9524 | 375 | 9654 | 375 | 9524 | 375 | 9654 | 375 | | | | |
| | | | | 9525 | 375 | 9655 | 375 | 9525 | 375 | 9655 | 375 | 9525 | 375 | 9655 | 375 | 9525 | 375 | 9655 | 375 | 9525 | 375 | 9655 | 375 | 9525 | 375 | 9655 | 375 | | | | |
| | | | | 9526 | 375 | 9656 | 375 | 9526 | 375 | 9656 | 375 | 9526 | 375 | 9656 | 375 | 9526 | 375 | 9656 | 375 | 9 | | | | | | | | | | | |



ANNEXURE "C"

| AREAS | | | | AREAS | | | | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS |
|-------|--------------|-----|--------------|-------|--------------|------|--------------|-----|--------------|------|--------------|-----|--------------|---------------|--------------|
| ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | ERF | SQUARE METRS | | | | | | | | |
| 9446 | 6 | 375 | 9576 | 2 | 376 | 9484 | 3 | 375 | 9514 | 9526 | 2 | 400 | 9672 | 3 | 488 |
| 9447 | 8 | 375 | 9577 | 0 | 376 | 9485 | 6 | 375 | 9515 | 9527 | 7 | 400 | 9673 | 4 | 344 |
| 9448 | 6 | 375 | 9578 | 2 | 375 | 9486 | 3 | 375 | 9516 | 9528 | 7 | 375 | 9674 | 2 | 375 |
| 9449 | 2 | 375 | 9579 | 1 | 612 | 9487 | 5 | 375 | 9517 | 9529 | 2 | 375 | 9675 | 3 | 375 |
| 9450 | 3 | 363 | 9580 | 3 | 375 | 9488 | 10 | 375 | 9518 | 9530 | 2 | 375 | 9676 | 2 | 375 |
| 9451 | 7 | 363 | 9581 | 4 | 375 | 9489 | 1 | 363 | 9519 | 9531 | 1 | 375 | 9677 | 1 | 362 |
| 9452 | 7 | 375 | 9582 | 0 | 375 | 9490 | 2 | 375 | 9520 | 9532 | 2 | 375 | 9678 | 2 | 375 |
| 9453 | 3 | 375 | 9583 | 2 | 375 | 9491 | 2 | 375 | 9521 | 9533 | 2 | 375 | 9679 | 2 | 375 |
| 9454 | 2 | 375 | 9584 | 1 | 375 | 9492 | 1 | 375 | 9522 | 9534 | 2 | 375 | 9680 | 2 | 375 |
| 9455 | 4 | 375 | 9585 | 2 | 363 | 9493 | 2 | 375 | 9523 | 9536 | 5 | 375 | 9681 | 1 | 375 |
| 9456 | 44 | 566 | 9586 | 0 | 485 | 9494 | 3 | 375 | 9524 | 9537 | 1 | 375 | 9682 | 2 | 375 |
| 9457 | 6 | 411 | 9587 | 0 | 394 | 9495 | 2 | 375 | 9525 | 9538 | 2 | 362 | 9683 | 0 | 378 |
| 9458 | 2 | 411 | 9588 | 0 | 378 | 9496 | 1 | 375 | 9526 | 9539 | 2 | 363 | 9684 | 7 | 548 |
| 9459 | 4 | 411 | 9589 | 0 | 378 | 9497 | 1 | 375 | 9527 | 9540 | 3 | 376 | 9685 | P.O.S. 2,0416 | hectares |
| 9460 | 3 | 411 | 9590 | 0 | 378 | 9498 | 3 | 375 | 9528 | 9541 | 6 | 375 | 9686 | P.O.S. 1,7785 | hectares |
| 9461 | 7 | 411 | 9591 | 0 | 378 | 9499 | 3 | 375 | 9529 | 9542 | 3 | 375 | 9687 | P.O.S. 1,048 | hectares |
| 9462 | 2 | 411 | 9592 | 0 | 378 | 9500 | 4 | 493 | 9530 | 9543 | 3 | 375 | 9688 | P.O.S. 6,132 | hectares |
| 9463 | 3 | 411 | 9593 | 3 | 378 | 9501 | 2 | 594 | 9531 | 9544 | 5 | 375 | 9689 | P.O.S. 6,132 | hectares |
| 9464 | 5 | 411 | 9594 | 0 | 378 | 9502 | 2 | 375 | 9532 | 9545 | 3 | 363 | 9690 | P.O.S. 6,132 | hectares |
| 9465 | 2 | 411 | 9595 | 0 | 378 | 9503 | 5 | 375 | 9533 | 9546 | 4 | 375 | 9691 | P.O.S. 6,132 | hectares |
| 9466 | 4 | 411 | 9596 | 0 | 378 | 9504 | 1 | 375 | 9534 | 9547 | 2 | 375 | 9692 | P.O.S. 6,132 | hectares |
| 9467 | 6 | 411 | 9597 | 0 | 378 | 9505 | 1 | 375 | 9535 | 9548 | 12 | 375 | 9693 | P.O.S. 6,132 | hectares |
| 9468 | 4 | 385 | 9598 | 0 | 378 | 9506 | 2 | 364 | 9536 | 9549 | 3 | 363 | 9694 | P.O.S. 6,132 | hectares |
| 9469 | 1 | 342 | 9599 | 0 | 378 | 9507 | 1 | 388 | 9537 | 9550 | 4 | 375 | 9695 | P.O.S. 6,132 | hectares |
| 9470 | 7 | 363 | 9600 | 0 | 378 | 9508 | 2 | 387 | 9538 | 9551 | 4 | 377 | 9696 | P.O.S. 6,132 | hectares |
| 9471 | 1 | 375 | 9601 | 0 | 377 | 9509 | 4 | 400 | 9539 | 9552 | 1 | 377 | 9697 | P.O.S. 6,132 | hectares |
| 9472 | 0 | 375 | 9602 | 0 | 391 | 9510 | 2 | 400 | 9540 | 9553 | 2 | 377 | 9698 | P.O.S. 6,132 | hectares |
| 9473 | 1 | 375 | 9603 | 2 | 2,947 | 9511 | 2 | 400 | 9541 | 9554 | 0 | 376 | 9699 | P.O.S. 6,132 | hectares |
| 9474 | 7 | 381 | 9604 | 5 | 498 | 9512 | 4 | 861 | 9542 | 9555 | 3 | 376 | 9700 | P.O.S. 6,132 | hectares |
| 9475 | 4 | 369 | 9605 | 5 | 328 | 9513 | 3 | 370 | 9543 | 9556 | 0 | 375 | 9701 | P.O.S. 6,132 | hectares |
| 9476 | 2 | 476 | 9606 | 0 | 375 | 9514 | 1 | 372 | 9544 | 9557 | 2 | 375 | 9702 | P.O.S. 6,132 | hectares |
| 9477 | 2 | 334 | 9607 | 0 | 375 | 9515 | 2 | 363 | 9545 | 9558 | 1 | 375 | 9703 | P.O.S. 6,132 | hectares |
| 9478 | 2 | 375 | 9608 | 0 | 375 | 9516 | 2 | 363 | 9546 | 9559 | 2 | 377 | 9704 | P.O.S. 6,132 | hectares |
| 9479 | 1 | 375 | 9609 | 1 | 552 | 9517 | 0 | 375 | 9547 | 9560 | 3 | 375 | 9705 | P.O.S. 6,132 | hectares |
| 9480 | 4 | 375 | 9610 | 4 | 417 | 9518 | 0 | 375 | 9548 | 9561 | 3 | 317 | 9706 | P.O.S. 6,132 | hectares |
| 9481 | 4 | 375 | 9611 | 2 | 375 | 9519 | 0 | 375 | 9549 | 9562 | 5 | 410 | 9707 | P.O.S. 6,132 | hectares |
| 9482 | 5 | 375 | 9612 | 4 | 375 | 9520 | 1 | 440 | 9550 | 9563 | 2 | 375 | 9708 | P.O.S. 6,132 | hectares |
| 9483 | 8 | 375 | 9613 | 2 | 375 | 9521 | 1 | 426 | 9551 | 9564 | 2 | 375 | 9709 | P.O.S. 6,132 | hectares |
| | | | | | | 9522 | 4 | 400 | 9552 | 9565 | 3 | 375 | 9710 | P.O.S. 6,132 | hectares |
| | | | | | | 9523 | 2 | 400 | 9553 | 9566 | 5 | 375 | 9711 | P.O.S. 6,132 | hectares |
| | | | | | | 9524 | 2 | 400 | 9554 | 9567 | 2 | 375 | 9712 | P.O.S. 6,132 | hectares |
| | | | | | | 9525 | 3 | 400 | 9555 | 9568 | 2 | 375 | 9713 | P.O.S. 6,132 | hectares |
| | | | | | | 9526 | 3 | 400 | 9556 | 9569 | 2 | 375 | 9714 | P.O.S. 6,132 | hectares |
| | | | | | | 9527 | 2 | 375 | 9557 | 9570 | 2 | 375 | 9715 | P.O.S. 6,132 | hectares |
| | | | | | | 9528 | 3 | 400 | 9558 | 9571 | 2 | 375 | 9716 | P.O.S. 6,132 | hectares |
| | | | | | | 9529 | 3 | 400 | 9559 | 9572 | 4 | 363 | 9717 | P.O.S. 6,132 | hectares |
| | | | | | | 9530 | 3 | 400 | 9560 | 9573 | 0 | 364 | 9718 | P.O.S. 6,132 | hectares |
| | | | | | | 9531 | 3 | 400 | 9561 | 9574 | 0 | 376 | 9719 | P.O.S. 6,132 | hectares |
| | | | | | | 9532 | 3 | 400 | 9562 | 9575 | 0 | 375 | 9720 | P.O.S. 6,132 | hectares |
| | | | | | | 9533 | 3 | 400 | 9563 | 9576 | 0 | 375 | 9721 | P.O.S. 6,132 | hectares |
| | | | | | | 9534 | 3 | 400 | 9564 | 9577 | 0 | 375 | 9722 | P.O.S. 6,132 | hectares |
| | | | | | | 9535 | 3 | 400 | 9565 | 9578 | 0 | 375 | 9723 | P.O.S. 6,132 | hectares |
| | | | | | | 9536 | 3 | 400 | 9566 | 9579 | 0 | 375 | 9724 | P.O.S. 6,132 | hectares |
| | | | | | | 9537 | 3 | 400 | 9567 | 9580 | 0 | 375 | 9725 | P.O.S. 6,132 | hectares |
| | | | | | | 9538 | 3 | 400 | 9568 | 9581 | 0 | 375 | 9726 | P.O.S. 6,132 | hectares |
| | | | | | | 9539 | 3 | 400 | 9569 | 9582 | 0 | 375 | 9727 | P.O.S. 6,132 | hectares |
| | | | | | | 9540 | 3 | 400 | 9570 | 9583 | 0 | 375 | 9728 | P.O.S. 6,132 | hectares |
| | | | | | | 9541 | 3 | 400 | 9571 | 9584 | 0 | 375 | 9729 | P.O.S. 6,132 | hectares |
| | | | | | | 9542 | 3 | 400 | 9572 | 9585 | 0 | 375 | 9730 | P.O.S. 6,132 | hectares |
| | | | | | | 9543 | 3 | 400 | 9573 | 9586 | 0 | 375 | 9731 | P.O.S. 6,132 | hectares |
| | | | | | | 9544 | 3 | 400 | 9574 | 9587 | 0 | 375 | 9732 | P.O.S. 6,132 | hectares |
| | | | | | | 9545 | 3 | 400 | 9575 | 9588 | 0 | 375 | 9733 | P.O.S. 6,132 | hectares |
| | | | | | | 9546 | 3 | 400 | 9576 | 9589 | 0 | 375 | 9734 | P.O.S. 6,132 | hectares |
| | | | | | | 9547 | 3 | 400 | 9577 | 9590 | 0 | 375 | 9735 | P.O.S. 6,132 | hectares |
| | | | | | | 9548 | 3 | 400 | 9578 | 9591 | 0 | 375 | 9736 | P.O.S. 6,132 | hectares |
| | | | | | | 9549 | 3 | 400 | 9579 | 9592 | 0 | 375 | 9737 | P.O.S. 6,132 | hectares |
| | | | | | | 9550 | 3 | 400 | 9580 | 9593 | 0 | 375 | 9738 | P.O.S. 6,132 | hectares |
| | | | | | | 9551 | 3 | 400 | 9581 | 9594 | 0 | 375 | 9739 | P.O.S. 6,132 | hectares |
| | | | | | | 9552 | 3 | 400 | 9582 | 9595 | 0 | 375 | 9740 | P.O.S. 6,132 | hectares |
| | | | | | | 9553 | 3 | 400 | 9583 | 9596 | 0 | 375 | 9741 | P.O.S. 6,132 | hectares |
| | | | | | | 9554 | 3 | 400 | 9584 | 9597 | 0 | 375 | 9742 | P.O.S. 6,132 | hectares |
| | | | | | | 9555 | 3 | 400 | 9585 | 9598 | 0 | 375 | 9743 | P.O.S. 6,132 | hectares |
| | | | | | | 9556 | 3 | 400 | 9586 | 9599 | 0 | 375 | 9744 | P.O.S. 6,132 | hectares |
| | | | | | | 9557 | 3 | 400 | 9587 | 9600 | 0 | 375 | 9745 | P.O.S. 6,132 | hectares |
| | | | | | | 9558 | 3 | 400 | 9588 | 9601 | 0 | 375 | 9746 | P.O.S. 6,132 | hectares |
| | | | | | | 9559 | 3 | 400 | 9589 | 9602 | 0 | 375 | 9747 | P.O.S. 6,132 | hectares |
| | | | | | | 9560 | 3 | 400 | 9590 | 9603 | 0 | 375 | 9748 | P.O.S. 6,132 | hectares |
| | | | | | | 9561 | 3 | 400 | 9591 | 9604 | 0 | 375 | 9749 | P.O.S. 6,132 | hectares |
| | | | | | | 9562 | 3 | 400 | 9592 | 9605 | 0 | 375 | 9750 | P.O.S. 6,132 | hectares |
| | | | | | | 9563 | 3 | 400 | 9593 | 9606 | 0 | 375 | 9751 | P.O.S. 6,132 | hectares |
| | | | | | | 9564 | 3 | 400 | 9594 | 9607 | 0 | 375 | 9752 | P.O.S. 6,132 | hectares |
| | | | | | | 9565 | 3 | 400 | 9595 | 9608 | 0 | 375 | 9753 | P.O.S. 6,132 | hectares |
| | | | | | | 9566 | 3 | 400 | 9596 | 9609 | 0 | 375 | 9754 | P.O.S. 6,132 | hectares |
| | | | | | | 9567 | 3 | 400 | 9597 | 9610 | 0 | 375 | 9755 | P.O.S. 6,132 | hectares |
| | | | | | | 9568 | 3 | 400 | 9598 | 9611 | 0 | 375 | 9756 | P.O.S. 6,132 | hectares |
| | | | | | | 9569 | 3 | 400 | 9599 | 9612 | 0 | 375 | 9757 | P.O.S. 6,132 | hectares |
| | | | | | | 9570 | 3 | 400 | 9600 | 9613 | 0 | 375 | 9758 | P.O.S. 6,132 | hectares |
| | | | | | | 9571 | 3 | 400 | 9601 | 9614 | 0 | 375 | 9759 | P.O.S. 6,132 | hectares |

ANNEXURE "D"



| Total no. | Erf No. | Structures | Comments |
|-----------|---------|-------------------|----------|
| 1 | 9448 | Half Registration | Not Home |
| 2 | 9447 | Half Registration | Not Home |
| 3 | 9648 | Half Registration | Not Home |
| 4 | 9685 | Half Registration | Not Home |
| 5 | 9605 | Half Registration | Not Home |
| 6 | 9607 | Vacant | |
| 7 | 9608 | Vacant | |
| 8 | 9609 | Half Registration | Not Home |
| 9 | 9528 | Half Registration | Not Home |
| 10 | 9536 | Half Registration | Not Home |
| 11 | 9461 | Half Registration | Not Home |
| 12 | 9459 | Half Registration | Not Home |
| 13 | 9490 | Half Registration | Not Home |
| 14 | 9487 | Half Registration | Not Home |
| 15 | 9483 | Half Registration | Not Home |
| 16 | 9481 | Half Registration | Not Home |
| 17 | 9561 | Half Registration | Not Home |
| 18 | 9564 | Half Registration | Not Home |
| 19 | 9567 | Half Registration | Not Home |
| 20 | 9568 | Half Registration | Not Home |
| 21 | 9572 | Half Registration | Not Home |
| 22 | 9468 | Half Registration | Not Home |
| 23 | 9467 | Half Registration | Not Home |
| 24 | 9466 | Half Registration | Not Home |
| 25 | 9461 | Half Registration | Not Home |
| 26 | 9456 | Half Registration | Not Home |

| Total no. | Erf No. | Structures | Comments |
|-----------|---------|-------------------|----------|
| 27 | 9509 | Half Registration | Not Home |
| 28 | 9510 | Half Registration | Not Home |
| 29 | 9511 | Half Registration | Not Home |
| 30 | 9513 | Half Registration | Not Home |
| 31 | 9516 | Half Registration | Not Home |
| 32 | 9517 | Vacant | |
| 33 | 9518 | Vacant | |
| 34 | 9519 | Half Registration | Not Home |
| 35 | 9498 | Half Registration | Not Home |
| 36 | 9499 | Half Registration | Not Home |
| 37 | 9501 | Half Registration | Not Home |
| 38 | 9502 | Vacant | |
| 39 | 9527 | Half Registration | Not Home |
| 40 | 9475 | Half Registration | Not Home |
| 41 | 9474 | Half Registration | Not Home |
| 42 | 9472 | Church | |
| 43 | 9672 | Half Registration | Not Home |
| 44 | 9673 | Half Registration | Not Home |
| 45 | 9689 | Half Registration | Not Home |
| 46 | 9452 | Half Registration | Not Home |
| 47 | 9665 | Half Registration | Not Home |
| 48 | 9655 | Half Registration | Not Home |
| 49 | 9551 | Half Registration | Not Home |
| 50 | 9553 | Half Registration | Not Home |
| 51 | 9554 | Vacant | |
| 52 | 9558 | Half Registration | Not Home |

| Total no. | Erf No. | Structures | Comments |
|-----------|---------|-------------------|----------|
| 53 | 9559 | Half Registration | Not Home |
| 54 | 9560 | Half Registration | Not Home |
| 55 | 9542 | Half Registration | Not Home |
| 56 | 9544 | Half Registration | Not Home |
| 57 | 9543 | Half Registration | Not Home |
| 58 | 9580 | Half Registration | Not Home |
| 59 | 9606 | Half Registration | Not Home |
| 60 | 9684 | Half Registration | Not Home |
| 61 | 9659 | Half Registration | Not Home |
| 62 | 9620 | Half Registration | Not Home |
| 63 | 9582 | Half Registration | Not Home |
| 64 | 9577 | Half Registration | Not Home |
| 65 | 9576 | Half Registration | Not Home |
| 66 | 9575 | Half Registration | Not Home |
| 67 | 9574 | Half Registration | Not Home |
| 68 | 9573 | Half Registration | Not Home |

11.1.5 **AUDIENCE: SEWERUS HARAMBEE INVESTMENT CC: VACANT LAND NEXT TO HENTIES BAY ROAD**
(C/M 2023/05/29 - 16/1/4/2/1/5; 16/1/4/2/1/14; M 4095, M 1185)

Ordinary Management Committee Meeting of 11 May 2023, Addendum 7.1 page 03 refers.

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

1. Introduction

The purpose of this submission is to grant Mr E //Khoaseb of Sewerus Harambee Investment CC an opportunity for an audience in response to Council's decision passed on **04 April 2023** under item 11.1.7 quoted below:

- (a) That Mr E //Khoaseb of Sewerus Harambee Investment CC be informed that Council takes note of their application dated 10 September 2021 and letter dated 15 February 2022 but remains with its decision passed on 30 August 2021 under item 11.1.15 in terms whereof unsolicited applications are not considered.
- (b) That once the land in the Northern Wedge is serviced, public proposals and or closed bids will be invited.
- (c) That Council takes note that the application by Howard Holdings (Pty) Ltd was referred back by Council on 27 January 2022 under item 11.1.36 and will be resubmitted once requested by Council.
- (d) That Council takes note that in the past the following erven were sold to Mr E //Khoaseb by private treaty:
 - (i) Erf 4377, Mondesa
 - (ii) Remainder of Erf 1185, Mondesa
 - (iii) Erf 4095, Mondesa

Attachments:

| | | |
|---------------------|---|--|
| Annexure "A" | : | A letter dated 05 April 2023 received from Sewerus Harambee Investment CC. |
| Annexure "B" | : | Council's letter informing Sewerus Harambee Investment CC of Council's decision passed on 04 April 2023 under item 11.1.7. |
| Annexure "C" | : | The submission which was tabled to Council of 04 April 2023 as background information. |

Mr E //Khoaseb of Sewerus Harambee Investment CC is invited to the Management Committee.

2. Discussion of the Reply Received from Sewerus Harambee Investment CC

The reply from Sewerus Harambee Investment CC is discussed below:

2.1

We have received the council resolution taken on the 04 February 2023 as tabled in the Ordinary Council Meeting on Agenda No.1 which we are opposing and are rejecting as it is baseless and against developmental democratic right of Mr.Elifas //Khoaseb and Sewerus Harambee Investment Cc as an entity which was ten to nine years back since they have received that ervens.

Comments: It is not clear what is meant with "rejecting and "baseless" as it is Council's prerogative to decide on the future development and sale of land. Sewerus Harambee Investment CC submitted an application, which Council attend to in terms of its resolution of general application regarding applications for large portions of land passed on **30 August 2021** under item 11.1.15 (see **Annexure "C"**).

Quoted below from Council's Property Policy:

"Although Council will attend to applications for the sale or lease of land chronologically according to the date of receipt of the application, the consideration thereof will be based on merit, in Council's discretion acting in good faith."

2.2

The land application of Sewerus Harambee Investment Cc was done on the 09 September 2020 before the council amendment was taken which are based on the Council resolution past on the 30 August 2021 under Item 11.1.15.

Comments: Council passed the resolution based on applications having been received before the date of the resolution. Being inundated with similar applications for large portions of land, Council passed the said decision. The decision is being submitted to Council of 27 April 2023 to reconfirm Council's intention.

2.3

It was based on these resolution that Sewerus Harambee Investment Cc had brought to the Council the complaint about Howard Holdings who did applied on the 14 October 2021 as it was never advertise accordingly as per the taken resolution and was just approved on the Ordinary Council Meeting ,Agenda NO.3 on the 27 January 2023

Comments: As per point 2 of **Annexure "C"** the chronological order of the application by Howard Holdings is explained as well as the current situation.

2.4

Reason given was based on Mr.Elifas //Khoaseb was already allocated erf 4377, Mondesa, Remainder of erf 1185, Mondesa and erf 4095, Mondesa on a private treaty.

Comments: Point (d) of Council's decision passed on **04 April 2023** under item 11.1.7 is merely stated for

transparency and completeness and not as reasons for not allocating land to the applicant.

2.5

Does the local authority act and the Swakopmund municipality property policy forbid companies to not apply twice or more times and develops land if its available in such case scenario please provide us with such an act and policy.

According to our knowledge some big construction companies have received land through private treaties on numerous occasions and there was no compliance for years.

Did Sewerus Harambee Investment failed the Swakopmund Town Council on the development of the plots that was sold to them.

Comments: As explained under point 2.4 above, the previous allocations are not reasons for not allocating land to the applicant.

2.6

Sewerus Harambee Investment Cc is a legally registered entity and has the democratic right to apply for and develop land where ever it is available in the Republic of Namibia as Namibia are facing a housing crises in general.

Based on the above mentioned and the questions that have never been answered dated our letter of 15 February 2022 we are requesting a meeting with the Swakopmund Town Council as soon as it can be.

Comments: As explained under points 2.1 and 2.2 above, it remains Council's prerogative to decide on the future development and sale of land.

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

RECOMMENDED:

- (a) That Council takes note of the presentation by Mr E //Khoaseb of Sewerus Harambee Investment CC.
 - (b) That Mr E //Khoaseb be informed that Council will not consider the proposal at this time.
-

ANNEXURE "A"

17
Sewerus Harambee Investment Cc

P.O Box 5002

Swakopmund

Swakopmund Town Council

Municipality of Swakopmund

P/Bag 53

16/11/2014
16/11/2015
05 April 2023 M 1185

M 4095



Att: Mr. Benjamin

Letter of appeal and clarification

We have received the council resolution taken on the 04 February 2023 as tabled in the Ordinary Council Meeting on Agenda No.1 which we are opposing and are rejecting as it is baseless and against developmental democratic right of Mr.Elifas //Khoaseb and Sewerus Harambee Investment Cc as an entity which was ten to nine years back since they have received that ervens.

The land application of Sewerus Harambee Investment Cc was done on the 09 September 2020 before the council amendment was taken which are based on the Council resolution past on the 30 August 2021 under Item 11.1.15.

It was based on these resolution that Sewerus Harambee Investment Cc had brought to the Council the complaint about Howard Holdings who did applied on the 14 October 2021 as it was never advertise accordingly as per the taken resolution and was just approved on the Ordinary Council Meeting ,Agenda NO.3 on the 27 January 2023

Reason given was based on Mr.Elifas //Khoaseb was already allocated erf 4377, Mondesa, Remainder of erf 1185, Mondesa and erf 4095, Mondesa on a private treaty.

Does the local authority act and the Swakopmund municipality property policy forbid companies to not apply twice or more times and develops land if its available in such case scenario please provide us with such an act and policy.

According to our knowledge some big construction companies have received land through private treaties on numerous occasions and there was no compliance for years.


Did Sewerus Harambee Investment failed the Swakopmund Town Council on the development of the plots that was sold to them.

KR

Sewerus Harambee Investment Cc is a legally registered entity and has the democratic right to apply for and develop land where ever it is available in the Republic of Namibia as Namibia are facing a housing crises in general.

Based on the above mentioned and the questions that have never been answered dated our letter of 15 February 2022 we are requesting a meeting with the Swakopmund Town Council as soon as it can be.

Yours in development

 05/04/2023
Managing Director

Mr. Elfas //Khoaseb

Cell: 264 818761440

CC: Hon. D. Namubes Her Worship the Mayor

CC: Hon. W O Groenewald





MUNICIPALITY OF SWAKOPMUND

(064) 4104212
 088 614 514
 53 Swakopmund
 NAMIBIA
www.swakopmun.com.na
sbruwer@swkmun.com.na

Ref/No 16/1/4/2/1/5 & 16/1/4/2/1/14

Enquiries: Ms S Bruwer

05 April 2023

The Managing Director
 Sewerus Harambee Investment CC
 Private Bag 5002
 SWAKOPMUND
 13001

ekhoaseb67@gmail.com
 081 876 1440

Dear Mr E //Khoaseb

VACANT LAND NEXT TO HENTIES BAY ROAD

Your letters dated 10 September 2021 (Council's reply is dated 07 October 2021) and 15 February 2022 (Council's reply is dated 03 March 2022) refer.


Following your meeting with the Chief Executive Officer, Mr A Benjamin on 22 February 2023, your above two letters were submitted to Council for consideration on 04 April 2023. The following decision was made under item 11.1.7:

- (a) That Mr E //Khoaseb of Sewerus Harambee Investment CC be informed that Council takes note of their application dated 10 September 2021 and letter dated 15 February 2022 but remains with its decision passed on 30 August 2021 under item 11.1.15 in terms whereof unsolicited applications are not considered.
- (b) That once the land in the Northern Wedge is serviced, public proposals and or closed bids will be invited.
- (c) That Council takes note that the application by Howard Holdings (Pty) Ltd was referred back by Council on 27 January 2022 under item 11.1.36 and will be resubmitted once requested by Council.
- (d) That Council takes note that in the past the following erven were sold to Mr E //Khoaseb by private treaty:
 - (i) Erf 4377, Mondesa
 - (ii) Remainder of Erf 1185, Mondesa
 - (iii) Erf 4095, Mondesa

Please take note of the above decision made by Council.

Should you have any further enquiries, please do not hesitate to contact Ms S Bruwer at ☎ 064-4104212.

Yours faithfully


 Mr A Plaatjie
 General Manager: Corporate Services & HC (Acting)

/sb

Municipal: Corporate Services
 Head Office
 0-5 APR 2023
 C/O D Kaniha Ave
 Swakopmund

11.1.7 **SEWERUS HARAMBEE INVESTMENT CC: VACANT LAND NEXT TO HENTIES BAY ROAD**

(C/M 2023/04/04 - 16/1/4/2/1/5; 16/1/4/2/1/14; M 4095, M 1185)

Ordinary Management Committee Meeting of 09 March 2023, Addendum 8.4 page 20 refers.

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

1. Introduction

The submission serves to inform Council of repeated enquiries by Mr E //Khoaseb, a previous Councillor of Swakopmund Council and member of Sewerus Harambee Investment CC for land for township development based on his perception that he is being treated unfairly as he claims land was allocated to Howard Holdings (Pty) Ltd.

The attached application dated 15 February 2022 (Annexure "A") was received from Sewerus Harambee Investment CC. Council's reply dated 03 March 2022 is attached as Annexure "B". All applicants for large portions of land are being informed of Council's standard decision passed on 30 August 2021 under item 11.1.15:

(a) *That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.*

The purpose of the above decision was to not inundate Council Agenda with similar applications for township developments and in order to have a standard reply to all applications for fair and equal treatment. Attached as Annexure "C" is the press release which was published in this regard.

2. Application by Howard Holdings (Pty) Ltd

Two submissions dealing with the application by Howard Holdings (Pty) Ltd were tabled to Council on 27 January 2022.

Item 11.1.2 dealt with corrections to a resolution passed on 30 August 2021 under item 11.1.15 in terms where of Portion 176 was indicated as being reserved for Howard Holdings (Pty) Ltd in principle as part of a holistic plan for the northern wedge (the decision is attached as Annexure "D"). This item was followed by item 11.1.36 which dealt specifically with the application by Howard Holdings (Pty) Ltd and the following decision was passed:

That this item be referred back and be submitted to the next Management Committee meeting for consideration.

LFL

A detailed submission was drafted, but withdrawn from the next agenda on the instruction from the Chief Executive Officer. On 03 August 2022 it was stated that the item be resubmitted once requested by Council. To date the matter has not been requested for consideration by Council.

3. **Concerns by Sewerus Harambee Investment CC**

On 10 September 2021 the application attached as Annexure "E" was received from Sewerus Harambee Investment CC applying to acquire Portions 167 (33ha), 168 (47ha) and 174 (47ha) located in the northern wedge, a total of approximately 127ha.

The reply attached as Annexure "F" dated 07 October 2021 was issued informing them of Council's decision passed on 30 August 2021 under item 11.1.15 (see point 1 above). In reply Sewerus Harambee Investment CC forwarded the letter dated 15 February 2022 (Annexure "A") to which Council replied as per Annexure "B" dated 03 March 2022.

Following the above, a meeting was held with Mr E //Khoaseb of Sewerus Harambee Investment CC on 06 April 2022 explaining Council's decision of 30 August 2021 under item 11.1.15 in terms whereof Council does not entertain unsolicited applications and will invite proposals whenever the land is ready for development. On 22 February 2023 Mr E //Khoaseb again held a meeting with the Chief Executive Officer.

4. **Previous Allocations Approved for Mr E //Khoaseb**

Mr E //Khoaseb previously benefitted from private transactions which were not part of a competitive public process whilst being a Councillor. Below are even which was allocated to Mr E //Khoaseb:

- 4.1 On 30 September 2010 Council under item 11.1.1 approved the allocation of two portions of Erf 1185, Mondesa to Mr E //Khoaseb (Remainder of Erf 1185 (742m²) and Erf 4377, Mondesa (738m²)). On 02 October 2014 under item 11.1.5 approved the purchase price for the two portion of Erf 1185, Mondesa to Mr E //Khoaseb at N\$184.00/m².

The purchase prices were paid and transfer of ownership registered as follows, whereafter Mr E //Khoaseb traded with these properties:

- Erf 4377- 5 July 2016
- Re/Erf 1185 - 06 December 2016

- 4.2 On 30 November 2017 Council under item 11.1.4 Council approved the allocation of Erf 4095, Mondesa to Sewerus Harambee Investment CC as follows:

KEL

- (b) That the application from Messrs Sewerus Harambee Investment CC for the allocation of Erf 4095, Mondesa for the construction of affordable housing and flats be approved:

- (i) That the purchase price be determined at N\$434 767.50 subject to the conditions of sale under point (a) 2. (iii) above.

The erf was subsequently divided into 7 individual erven zoned "Single Residential" and sold by Mr E //Khoaseb to third parties.

5. Conclusion

Since Mr E //Khoaseb used to be a Councillor and does not want to accept the communications from administration, the applications of Sewerus Harambee Investment CC are now submitted to Council, notwithstanding the decision passed on 30 August 2021 under item 11.1.15 and the fact that various similar applicants were informed of the standard decision and therefore not afforded preferential treatment of being submitted to Council.

Summary of attachments:

| | |
|--------------|---|
| Annexure "A" | : Letter dated 15 February 2022 from Sewerus Harambee Investment CC |
| Annexure "B" | : Council's reply dated 03 March 2022 |
| Annexure "C" | : Press Release in terms of Council's decision passed on 30 August 2021 under item 11.1.15 |
| Annexure "D" | : Council's decision passed on 30 August 2021 under item 11.1.2 regarding the reservation of the various portions located in the northern wedge |
| Annexure "E" | : Application dated 10 September 2021 from Sewerus Harambee Investment CC |
| Annexure "F" | : Council's reply dated 07 October 2021 |

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

RECOMMENDED:

- (a) That Mr E //Khoaseb of Sewerus Harambee Investment CC be informed that Council takes note of their application dated 10 September 2021 and letter dated 15 February 2022 but remains with its decision passed on 30 August 2021 under item 11.1.15 in terms whereof unsolicited applications are not considered.
- (b) That once the land in the Northern Wedge is serviced, public proposals and or closed bids will be invited.
- (c) That Council takes note that the application by Howard Holdings (Pty) Ltd was referred back by Council on 27 January 2022 under item 11.1.36 and will be resubmitted once requested by Council.
- (d) That Council takes note that in the past the following erven were sold to Mr E //Khoaseb by private treaty:
- (i) Erf 4377, Mondesa
 (ii) Remainder of Erf 1185, Mondesa
 (iii) Erf 4095, Mondesa

EL

11.1.6 **PROPOSAL TO ALIENATE: KUHNAST FLATS**
(C/M 2023/05/29 - E 3620 S)

Ordinary Management Committee Meeting of 11 May 2023,
Addendum **7.2** page **13** refers.

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

1. Purpose

The purpose of this submission is for Council to consider the sale of the Kuhnast Flats located on Erf 3620, Swakopmund and an application from a staff member dated **30 March 2023** to be temporarily allocated Flat 4A.

This submission was tabled to the Management Committee on **12 January 2023** under item 10.3 to discuss the sale of the reserved staff flats located on Erf 3620, Swakopmund. The following was resolved:

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

A memo was addressed to the Engineering and Planning Services Department to provide calculations regarding the renovation of the four flats. To date no reply was received.

Attachments:

| | | |
|---------------------|---|--|
| Annexure "A" | : | A map indicating the four flats located on Erf 3620, Swakopmund, which erf measures 2 560 m ² and is zoned "General Residential". |
| Annexure "B" | : | Housing Policy with regard to Municipal Flats |
| Annexure "C" | : | Application by recently appointed Senior Procurement Officer, Ms Ivy K Kandjavera dated 30 March 2023. |
| Annexure "D" | : | A valuation dated 13 December 2022 received from Council's Municipal Valuer. |

2. Introduction

In terms of Council's Policy regarding the allocation of reserved staff flats, paragraph 7.2 provides that Council primarily aims to assist staff members who need such accommodation on a temporary basis, due to challenging personal, socio-economic, financial or other circumstances leaving them unable to find suitable, safe and affordable residential accommodation. The current monthly rental is in the amount of N\$5 182.00. Paragraph 7.2 reads that the occupation may not exceed 5 years. The policy is attached as **Annexure "B"**.

Currently only two of the four flats are occupied by employees. Ms Lee D Lehanie vacated Flat 4D at the end of November 2022 due to safety reasons. She has experienced two break-ins during a short period of time. The culprits were found to be residing at the government flats adjacent.

Occupancy:

- Flat 4A : Vacant – no applications were received in response to the notice dated 24 August 2022.
 An application dated 30 March 2023 was received from Ms Ivy K Kandjavera (**Annexure "C"**), the recently appointed Senior Procurement Officer.
- Flat 4B : Mr Engelhardt Oaseb
- Flat 4C : Mr Han Lu (Peace Corps Volunteer)
- Flat 4D : Vacant

3. **Background**

During 2002 and 2004 employees residing at the staff flats applied to re-zone and purchase the flats. On **31 January 2008** under item 6.1.2 Council passed the following resolution after considering the matter:

- (a) *That Council repeals all previous resolutions in respect of alienation of the Kuhnast Flats to staff members.*
- (b) *That the tenants be informed that Council has decided not to alienate the Kuhnast Flats anymore*

4. **Discussion**

- 4.1 The reason for considering the sale of the property is that for the last two vacant staff flat publications of availability Council received one application. Regarding the latest publication of Staff Flat 4A on **24 August 2022** no applications were received. Subsequent to the above publication, the recently appointed Senior Procurement Officer, Ms Ivy K Kandjavera on **30 March 2023** submitted an application for the allocation of Flat 4A.

Vacant flats increase the risks of vandalism and break-ins which is costly to Council. This has resulted in the flats becoming a liability to Council. The monthly rental in the amount of N\$ 5 182.00 is not viable to staff members in need (paragraph 7.2 of **Annexure "B"**); reducing the rental rate won't make it viable for Council to maintain the flats as the buildings are very old.

- 4.2 Council's Housing Policy does not provide for the consideration of unsolicited applications for the allocation of staff flats. Vacant flats are being published for allocation in order to afford all staff members the opportunity to submit their motivations for allocation for a maximum period of 5 years. Allocations are done by the EXCO.

The two vacant flats can again be published for allocation since the last publication was **24 August 2022**, alternatively the Management Committee can consider the application by Ms I K Kandjavera for the temporary allocation of Flat 4A (currently one of the double open plan garages are being used by Namibian Police Reservist to park a duty vehicle).

- 4.3 In terms of the Municipal Valuation Roll of 2020, the erf is valued at N\$1 589 000 and the improvement at N\$2 070 000 (combined municipal valuation is therefore N\$3 659 000.00).

5. Upset Price

Subsequent to the Planning Forum discussion held on **29 November 2022**, The Trust & Estate Co (Pty) Ltd was requested to provide a valuation which can be used as an upset price. A valuation dated **13 December 2022** was received and is attached as **Annexure "D"**.

The valuator has deducted certain expenses from the probable market value per unit to determine an "upset price" as indicated on page 4 of the valuation, **Annexure "D"**.

| | | |
|--------------------------------------|---|-------------------------|
| Probable Current Market Value | : | N\$ 850 000.00 |
| Less Renovations | : | N\$ 150 000.00 |
| Less Transfer Fees | : | N\$ 75 000.00 |
| Less Developers Profit | : | N\$ 150 000.00 |
| Probable Upset Price / Unit | : | N\$ 475 000.00 |
| Total Upset Price N\$ 475 000.00 x 4 | | N\$ 1 900 000.00 |

Taken from the above valuation, it will cost Council an estimated amount of N\$150 000.00 per flat to renovate and make improvements totalling N\$600 000.00. At the current monthly rental per flat of N\$5 182.00 (N\$20 728.00 if all 4 flats are occupied), it will take Council a minimum of 29 months to recover the cost of renovation only. The above information was submitted to the Management Committee on **12 January 2023** and the matter was referred back by the Management Committee.

If the property is sold Council will have no expenses, will receive the purchase price make an income on the rates, taxes and services in perpetuity. An entrepreneur purchasing the property will be given the opportunity to grow, create job opportunities and increase housing availability in town.

The property is valued at N\$ 3.4 million without any of the deductibles. It is recommended that Council rezones the property to General Residential 2 and consolidates a portion of the parking area in front of the flats to increase the erf size to above 3 000m². The property can then be sold at an upset price of N\$ 3 million.

Income generated from the sale can be used to renovate the bungalows at the Municipal Restcamp.

6. Proposal

It is proposed that Council approves the alienation of Erf 3620, Swakopmund considering the following:

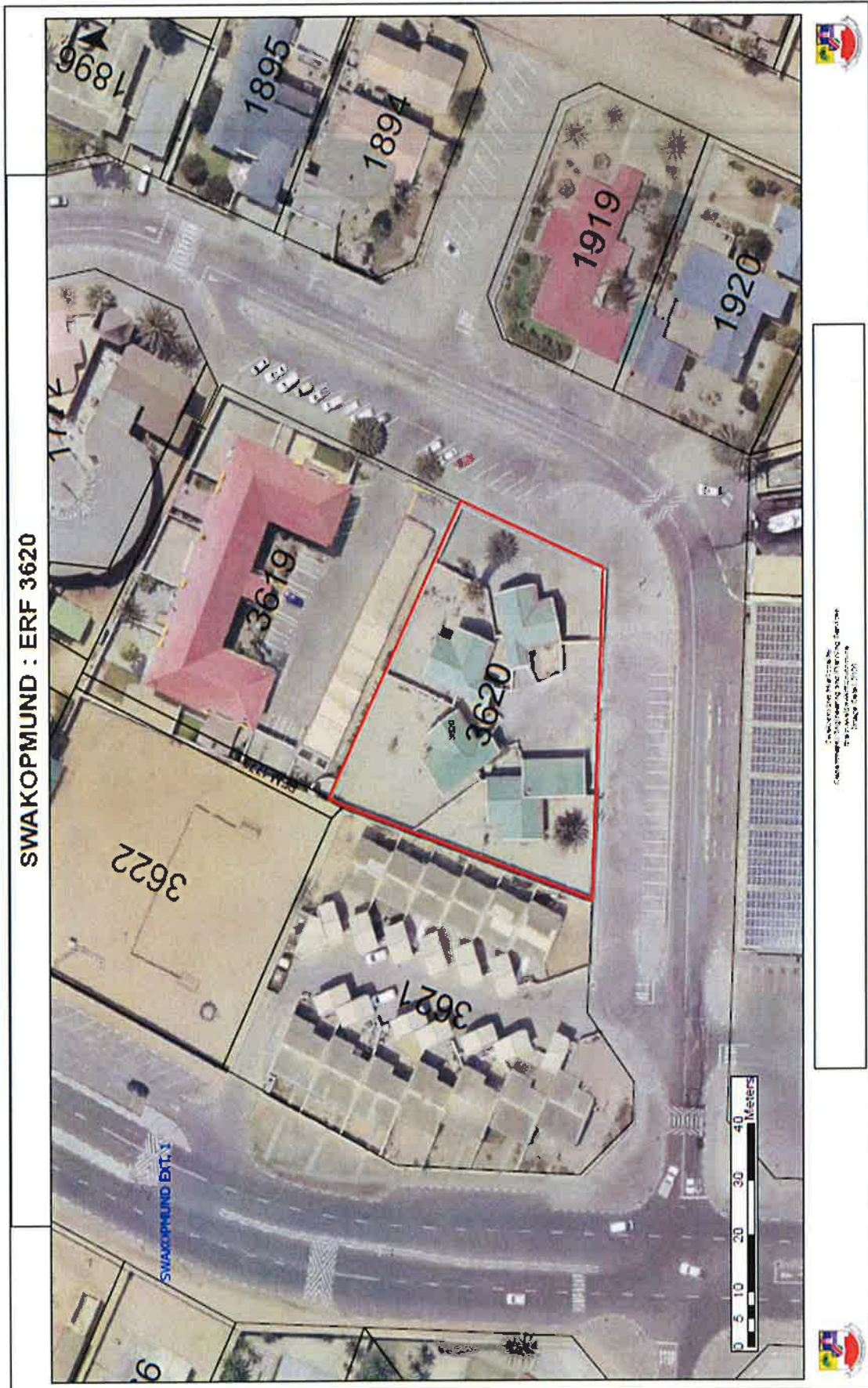
- 6.1 *The value of Erf 3620, Swakopmund on Council's Asset Register compared to income which can be generated from the sale thereof, such as the purchase price and rates and taxes.*

- 6.2 The impractical lay-out of the flats and vast open spaces, the age of the buildings and the likelihood that an investor will have to demolish the existing structures to make better use of the space (Annexure "A").
- 6.3 The sale be by closed bid.
- 6.4 The separate flats are not offered to the staff members occupying such due to the challenges of establishing and managing a body corporate, the associated levies and maintenance.
- 6.5 Alternatively, whether Council should consider the renovation of the units and maintain the facility as reserved staff flats in terms of its policy.
- 6.6 That Council once again publish the availability of the two vacant staff flats for allocation in terms of the Housing Policy.
- 6.7 That Ms Ivy K Kandjavera be informed to take part in submitting her motivation once published.
- 6.8 That depending on the outcome of interest in being allocated the two vacant staff flats, the Namibian Police Reservist be informed to vacate the garage of staff flat 4A.

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

RECOMMENDED:

- (a) That Council considers the points listed under point 6 of the submission and decides whether to sell Erf 3620, Swakopmund or to renovate and maintain the premises as reserved staff flats in terms of its Housing Policy.
- (b) That if Council decides to sell the property, the current tenants be given 6 months' notice as per the lease agreement to vacate premises in terms of the lease agreement.
- (c) That should Council decides to sell Erf 3620, Swakopmund, the following standard conditions of sale be approved:
 - (i) That Erf 3620, Swakopmund be sold at a closed bid sale at an upset price of N\$3 000 000.00.
 - (ii) That the property be allocated to the highest bidder.
 - (iii) That the registration fee be calculated at 0.75% of highest upset price i.e., N\$14 000.00.
 - (iv) That the bidders provide proof of sufficient financing on the date of sale.
 - (v) The purchase price shall become due and payable to the Council within 120 calendar days from date of sale.
 - (vi) In the event that the purchaser of the property is a close corporation, a company or a trust, then, the member's interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.
 - (vii) That Council shall not accept under any circumstances any process whereby the purchaser of the property be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.
 - (viii) That the property be 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 erven or any improvements thereon. The Council also does not warrant that the services installed at the property is suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.
- (d) The income generated from the sale can be used to renovate the bungalows at the Municipal Restcamp.



- a) a corporate entity (including a company or close corporation);
- b) a trust or other contractual arrangement with persons other than the Staff Members and their spouses benefitting;
- c) held in co-ownership with persons not being the spouses of the Staff Members;
or
- d) leased with co-lessees being persons other than the spouses of the Staff Members.

7. MUNICIPAL FLATS

General

- 7.1 Council owns the Municipal Flats, situated at in Kuhnast Street, Swakopmund (at Erf No. 3821 Swakopmund). From time to time, Council may allocate the Municipal Flats to Staff Members for occupation as their residential accommodation, subject to a written lease agreement concluded at the time to regulate such occupation and in terms of this policy.
- 7.2 By allocating the Municipal Flats to Staff Members, Council primarily aims to assist those Staff Members who are in need of such accommodation on a temporary basis, due to challenging personal, socio-economic, financial or other circumstances leaving them unable to find suitable, safe and affordable residential accommodation.

Fixed terms and termination

- 7.3 The Municipal Flats shall be allocated to Staff Members for a fixed term, determined by Council on an *ad hoc* basis. The term of occupation shall ordinarily be, and may not exceed, 5 (five) years.
- 7.4 Upon expiry of the fixed term, the Staff Members' right to reside in and to occupy the Municipal Flats shall automatically come to an end. Council may during the fixed term terminate the Staff Members' right to occupy the Municipal Flats:
 - a) after it has given the Staff Members written notice of termination, at least 90 (ninety) days in advance of the date of the intended termination;
 - b) in the event of the Staff Members' breach of a material term of the agreement regulating their rights to occupy.

- 7.5 Upon the termination of the Staff Members' right to occupy the Municipal Flats, for whatsoever reason, the Staff Members shall vacate and give vacant occupation thereof to Council.
- 7.6 Staff Members may only occupy the Municipal Flats once for the duration of the fixed term determined by Council and, in any event, for no more than 5 (five) years.

Written Agreement

- 7.7 Occupation of the Municipal Flats shall be on the terms as may be recorded in Council's standard written lease agreement regulating Staff Members' occupation of Municipal Flats and Council's rules applicable to persons who occupy the Municipal Flats.
- 7.8 Council may require and Staff Members shall be obliged to enter into a written lease agreement with Council to regulate the occupation of Municipal Flats, without which Staff Members shall have no right to take occupation or to remain in occupation of the Municipal Flats.
- 7.9 The terms of the standard lease agreement shall be determined by Council's Property Section and be reviewed by the General Manager responsible for the Property Section, in consultation with Council from time to time.
- 7.10 Staff Members who occupy the Municipal Flats must comply with the terms of the lease agreement, failing which Council may terminate the agreement and the Staff Members' rights thereunder, who must then vacate the Municipal Flats.
- 7.11 The cancellation of the lease agreement on account of Staff Members' breach, shall be considered and decided upon by the General Manager's Forum in consultation with the Chief Executive Officer.
- 7.12 Staff Members who have breached their lease agreements with Council leading to the cancellation thereof, shall not be entitled to be considered for occupation of the Municipal Flats thereafter.
- 7.13 Council may determine the periodical rental payable by Staff Members renting the Municipal Flats.

Application and Allocation Procedures

- 7.14 Council's Property Section shall at suitable times advertise the availability of

Municipal Flats for occupation by Staff Members by means of an internal staff memorandum and must simultaneously inform the Chief Executive Officer and all the General Managers thereof.

7.15 Staff Members who are interested to occupy the Municipal Flats must no later than the closing date for applications complete and submit:

- a) the standard application form with all supporting documents required; and
- b) a motivational letter towards their intended occupation,

to the General Manager of the department in which they are employed.

7.16 The General Managers of each department must consider and evaluate the applications they received according to the allocation criteria and any other factors which they may regard as relevant to the application of this policy. An application which does not meet the allocation criteria, may not ordinarily be considered.

7.17 The General Managers of each department must from amongst the applications they received from Staff Members employed in his/her department, select and submit those qualifying applications per available flat to the General Manager responsible for the Property Section. The General Managers may inform the unsuccessful applicants within his/her department that their applications were not successful.

7.18 The Property Section must scrutinise the applications, compile an agenda supported with the applications for consideration by the General Manager's Forum and the Chief Executive Officer.

7.19 The General Manager's Forum in consultation with the Chief Executive Officer must within a reasonable time after receipt thereof consider the applications and decide upon the allocation of the Municipal Flats to the Staff Members.

Allocation criteria

7.20 Only Staff Members that are permanently employed by Council may be considered for the allocation of the Municipal Flats.

7.21 Staff Members may not be considered for the allocation of the Municipal Flats, if:

- a) they have benefitted from the previous purchasing of properties reserved for exclusive purchase by Staff Members;

- b) they have previously benefitted from a Housing Subsidy;
- c) they have previously benefitted from accommodation in the Municipal Flats,

unless there are exceptional circumstances, given the aims and policy considerations for allocating Municipal Flats to Staff Members.

7.22 The Municipal Flats may only be allocated for occupation by Staff Members and no more than 3 (three) dependents, limiting the occupation thereof to 4 (four) persons in total.

7.23 In considering the Staff Members' applications for the allocation of the Municipal Flats, the following criteria should be considered:

- a) the personal, domestic and family circumstances of the Staff Members;
- b) the financial circumstances of the Staff Members and the reasons for possible dire financial circumstances;
- c) the need to provide the Staff Members with social-welfare support and the reasons thereto;
- d) any other assistance or guidance, which Council provides to the Staff Members;
- e) the Staff Members' service record, employment history and position of employment at Council.

7.24 The decision by the General Manager's Forum and the Chief Executive Officer shall be final and binding and no objections or appeals may be entertained.

8. RESERVATION OF UNIMPROVED ERVEN FOR PURCHASE BY STAFF MEMBERS

8.1 Council may, from time to time, reserve unimproved residential erven within its local authority area for purchase exclusively by Staff Members.

8.2 The reservation, allocation and purchase of such erven shall be dealt with as provided for in Council's Property Policy.

9. MARRIED AND CO-HABITING STAFF MEMBERS IN A PERSONAL RELATIONSHIP

9.1 The benefits under this policy shall not be affected by the marital status or marital

Fredrik Namukwambi

From: Ivy Kandjavera
Sent: 30 March 2023 09:00 AM
To: Andre Plaatjie
Cc: Stephny Bruwer; Fredrik Namukwambi; Hofney Kanandjembo
Subject: APPLICATION FOR STAFF ACCOMMODATION: KUHNA STREET FLATS: FLAT 4A

Dear Sir

APPLICATION FOR STAFF ACCOMMODATION: KUHNA STREET FLATS: FLAT 4A

I trust that this communication finds you well.

I commenced duty at the Municipality of Swakopmund on 01 March 2023 as the Senior Procurement Officer. Since I just relocated from Windhoek, I am struggling to find suitable accommodation around Swakopmund.

Upon enquiry from colleagues, I learned that the Municipality makes provision for staff accommodation, and I was subsequently informed of two staff flats that are available at Kuhna Street. I inspected the property and found that Flat 4D is vandalized whilst Flat 4A looked habitable.

I took note that Flat 4A was advertised to staff members on 24 August 2022, before I assumed duty the Municipality, but unfortunately there was no interest from the staff members. I was also informed by the Property Section of Council's intention to sell the property. Should the process at hand being finalized I will be ready to vacate the property at any given time as per Sections 7.4 and 76 of the Property Policy, when the alienation process is completed.

Colleagues at the Property Section also expressed concerns regarding general safety and that the property is prone to break-ins, but I am hopeful that with the 24 hour security services provided at Flat 4A, the situation might have improved.

I am therefore appealing to Council to allocate Flat 4A to me in terms of the Property Policy and I am ready to occupy it by end April 2023.

I trust that my application will receive your positive consideration.

Thanking you in advance.

Yours faithfully

MS IVY KANINGANDU KANDJAVERA
SENIOR PROCUREMENT OFFICER



The Trust & Estate Co (pty) Ltd

• LAND AND ESTATE AGENTS • VALUERS • EISENDOMAGENTS • VAAWDEERS

☎ 061-221 224

Skatep Clean Street, 10th Windhoek

10

✉ dhite@afcl.com.na

WINDHOEK, NAMIBIA

VALUATION REPORT BY DHITE/VALUER FOR MUNICIPALITY OF SWAKOPMUND

1. VALUATION INSTRUCTION:

I was instructed by Ms Bruwer to determine an "Upset price" for Erf 3628 Swakopmund.

2. DEFINITION OF MARKET VALUE:

The definition of Market Value as laid down by the International Valuation Standards are as follows:

"The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arms-length transaction after proper marketing where-in the parties has each acted knowledgeably, prudently and without compulsion".

3. DATE OF INSPECTION:

The property was inspected on Monday, the 12th of December, 2022.

4. DATE OF VALUATION:

I have done the valuation on Tuesday, the 13th of December, 2022.

21

DIRECTORS / DIREKTORE: D. NTE (D. BOER, A.S. DIA, M.B.), G.B. NTE

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5. PURPOSE OF VALUATION:

The purpose of this valuation is to determine the probable market value of the subject property.

6. DESCRIPTION OF PROPERTY:

Erf 3620 Swakopmund, is situated in the municipal area of the Municipality of Swakopmund and is 2560 m² in extent.

The subject property is also situated in Kühnast Street No. 4 and has a zoning of "General Residential", with a density of 1:250 m².



[Handwritten signature]

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7. DESCRIPTION OF IMPROVEMENTS:

Present improvements consist of 4 flats.

Three of the flats has single garages and one has 2 double garages.

The flats consist most probably of a lounge, kitchen with B/C, 2 bedrooms with B/C and 1 bathroom.

Other improvements consist of paving and boundary walls.

8. CONSTRUCTION OF IMPROVEMENTS:

The improvements are built with cement bricks, asbestos roof covering, celotex ceilings, wood windows with ceramic tiles on the floors.

All the improvements are old and need urgent renovations on the inside and outside.

9. VALUATION OF PROPERTY:

When valuing real estate, the Valuer must concern himself with placing a value on the rights attached to the property and the benefits of occupation and /or ownership thereof.

In the valuation process, cognisance must be taken for the purpose, use and future income, which the property is most likely to produce. At the same time the property must be compared with available substitutes and/or alternative investment opportunities.

The object of the valuation process is to arrive at a figure, which will reflect the point of equilibrium between supply and effective demand at the time of valuation.

Property's utility value or capacity to satisfy the needs and wants of humans creates value. Contributing to the value of a particular property is general uniqueness, durability, price, fixity of location, relatively limited supply and the specific utility of a given site.

- 4 -

To determine an "Upset Price" one must deduct certain expenses from the probable market value, namely:

| | | |
|-------------------------------|---|--------------------|
| Probable Current Market Value | : | N\$ 850 000 |
| Less Renovations | : | N\$ 150 000 |
| Less Transfer Fees | : | N\$ 75 000 |
| Less Developers Profit | : | <u>N\$ 150 000</u> |
| Probable Upset Price Per Unit | : | <u>N\$ 475 000</u> |

Total Upset Price:

$$\text{N\$ 475 000} \times 4 \text{ Units} = \underline{\text{N\$ 1 900 000}}$$



10. SUMMARY:

I estimate the probable "Upset Price" for the 4 Units on Erf 3620 Swakopmund, at an amount of:

N\$ 1 900 000 (One-nine-zero-zero-zero-zero-zero)

D HITE/VALUER
13th December, 2022

- 5 -

GENERAL COMMENTS & DISCLAIMER:**Kindly note the following General Comments & Assumptions pertaining to this Valuation Report:**

1. No responsibility is assumed for the legal description or title of the property. It is assumed that the title is in order unless otherwise stated.
2. The property is valued free and clear of any liens or encumbrances unless otherwise stated.
3. Responsible ownership and property management are assumed.
4. The information sourced or provided to the valuer are assumed to be true and correct, no warranty is given to the accuracy thereof.
5. The plans and illustrative material that may be contained in the report is only to assist the client in visualizing the property and all information on same are assumed to be correct.
6. It is assumed that there are no hidden conditions to the property that may render it valuable.
7. It is assumed that there is full compliance with all state and local regulations and laws unless otherwise stated.
8. It is assumed that all applicable zoning regulations and restrictions have been complied with unless otherwise stated.
9. It is assumed that all licenses, certificates, consents or any other applicable legislative and administrative requirement are complied with.
10. It is assumed that the use and improvements of the land is within the boundaries or property lines and no encroachment has occurred unless stated otherwise.

Kindly note further, this report is made with the following general limiting conditions:

11. The apportionment if any of the total valuation figure in this report between land and improvements applies only under the stated client instructions and is hypothetical, the separate allocations for land and buildings must not be used in conjunction with any other valuation and are invalid if used in this manner.
12. Possession of this report, or a copy of same does not carry any right of publication.
13. This report may not be used for any purpose by any other person other than the client to whom it is addressed without consent from the valuer.
14. This report may not be used in separate sections, it may only be used in its entirety.
15. The valuer is not required to give further consultation, testimony, or be in attendance at court with reference to the property unless arrangements have been made.
16. The valuer has no personal interest in the property.



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Disclaimer:

We valued the property in its existing state and have not undertaken any structural surveys of the buildings, nor have we arranged for tests or inspections to be conducted on any service installation or systems or any components that requires maintenance or renovations. We have not inspected woodwork or other parts of the structure that are covered, unexposed or inaccessible and we are therefore unable to report that such parts of the property are free of rot, beetle- or ant damage, or other defects. Our reference to such only covers what we can see as apparent. Our valuation assumes that the services are in a satisfactory condition and that all building plans are up to date and approved by the municipality unless otherwise stated. The report is based on data supplied or obtained from official records. Measurements of areas are subject to human error and open for correction if so needed and when noticed. We shall not be liable for any loss or damage of any nature which any party may suffer as the result of the conducting of the valuation or application for any purpose whatsoever.

This valuation is open for queries for seven days from date of issue only.

**D HITEVALUER**

Fredrik Namukwambi

From: Ivy Kandjavera
Sent: 30 March 2023 09:00 AM
To: Andre Plaatjie
Cc: Stephny Bruwer; Fredrik Namukwambi; Hofney Kanandjembo
Subject: APPLICATION FOR STAFF ACCOMMODATION: KUHNA STREET FLATS: FLAT 4A

Dear Sir

APPLICATION FOR STAFF ACCOMMODATION: KUHNA STREET FLATS: FLAT 4A

I trust that this communication finds you well.

I commenced duty at the Municipality of Swakopmund on 01 March 2023 as the Senior Procurement Officer. Since I just relocated from Windhoek, I am struggling to find suitable accommodation around Swakopmund.

Upon enquiry from colleagues, I learned that the Municipality makes provision for staff accommodation, and I was subsequently informed of two staff flats that are available at Kuhna Street. I inspected the property and found that Flat 4D is vandalized whilst Flat 4A looked habitable.

I took note that Flat 4A was advertised to staff members on 24 August 2022, before I assumed duty the Municipality, but unfortunately there was no interest from the staff members. I was also informed by the Property Section of Council's intention to sell the property, Should the process at hand being finalized I will be ready to vacate the property at any given time as per Sections 7.4 and 76 of the Property Policy, when the alienation process is completed.

Colleagues at the Property Section also expressed concerns regarding general safety and that the property is prone to break-ins, but I am hopeful that with the 24 hour security services provided at Flat 4A, the situation might have improved.

I am therefore appealing to Council to allocate Flat 4A to me in terms of the Property Policy and I am ready to occupy it by end April 2023.

I trust that my application will receive your positive consideration.

Thanking you in advance.

Yours faithfully

.....
MS IVY KANINGANDU KANDJAVERA
SENIOR PROCUREMENT OFFICER

11.1.7 **CANCELLATION OF TRANSACTION OF ERF 2283, MATUTURA AND EVICTION OF MR WILLIWARD NARIB AND RINA NARIS FROM ERF 2283, MATUTURA, EXTENSION 10**
(C/M 2023/05/29 - E 2283 M)

Ordinary Management Committee Meeting of 11 May 2023, Addendum 7.3 page 31 refers.

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

1. INTRODUCTION

The purpose of this submission is to inform Council of Mr and Mrs Narib's motivation letter that was requested as per resolution passed on **09 February 2023** under item 10.9 point (b):

- (a) *That the matter be referred back to the Special Management Committee Meeting on 21 February 2023.*
- (b) *That Mr Williward Narib and Rina Naris be informed that they must submit a letter of explanation or motivation of why they failed to pay their Municipal debts.*
- (c) *That Mr Williward Narib and Rina Naris be informed that the consideration will only be regarding their Municipal account and not NHE.*

2. BACKGROUND

Mr and Ms Narib did not secure funds as required in terms of clause 4.3. of the tri-partite agreement, signed on **09 November 2018 (Annexure "A")**. A notice of cancellation dated **01 September 2021 (Annexure "B")** was sent to the Narib couple, whereafter they responded on **13 September 2021 (Annexure "C")** requesting Council not to cancel the transaction.

The matter was tabled to Council and on **25 November 2021** the following was resolved under item 11.1.19:

- (a) *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 take the necessary action.*
- (b) *That it be recorded that Council does not support evictions of families from their houses.*
- (c) *That the Acting General Manager: Corporate Services & Human Capital obtains a legal opinion for the transfer of National Housing Enterprise to Council to prevent evictions of families.*

On **11 November 2022** National Housing Enterprise (NHE) sent a letter requesting Council to disconnect the water of Erf 2283 Matutura attached as **Annexure "D"**.

Messrs Kinghorn Associates provided a legal opinion on **01 December 2022** attached as **Annexure "E"**. The matter was tabled to Council and on **09 February 2023** the following was resolved under item 10.9:

- (a) *That the matter be referred back to the Special Management Committee Meeting on 21 February 2023.*
- (b) *That Mr Williward Narib and Rina Naris be informed that they must submit a letter of explanation or motivation of why they failed to pay their Municipal debts.*
- (c) *That Mr Williward Narib and Rina Naris be informed that the consideration will only be regarding their Municipal account and not NHE.*

3. **CURRENT SITUATION**

On **09 February 2023** Mr and Mrs Narib wrote a letter to Council **Annexure "F"** requesting that Council accept their new instalment method based on their current financial condition and they are willing to pay N\$ 2 200.00 a month towards the bond. They further state that they spend sleepless nights to make it count in their favour and as parents they are aware that they should take care of their children's needs in any given situation.

On **04 April 2023** Mr and Ms Narib resubmitted a letter **Annexure "G"** stating that they are willing to recommit themselves to the monthly instalments of N\$2 200.00 to the bond. Mr and Ms Narib further stated they will also pay the rate and taxes on a monthly instalment of N\$1 000.00 as per agreement with the Finance Department.

4. **DISCUSSION**

NHE must be informed of the proposed arrangement in order for them to confirm whether the proposed instalment will be used as occupational rent or form part of the bond and whether they are satisfied with the arrangement. Thereafter, NHE must give instructions to Council whether to proceed with the transfer.

As explained in the letter dated **01 December 2022** attached as **Annexure "E"** from Messrs Kinghorn Associates, Mr Williward Narib and Ms Rina Naris did not secure financial assistance and did not sign a rental agreement with NHE. They have been staying at the property since **2018** for free without making payments as there is no loan account.

Council's policy of not evicting families was first intended for people who didn't pay their rates, taxes, or municipal service payments on time. The notion was that these debts needed to be paid off using means other than judicial property sales and subsequent evictions. This makes sense if the debt is municipal debt, which includes rates and taxes, however the Narib couple have a separate debt owing to NHE in addition to the rates and rates and municipal services. Thus, it is not fair to allow a family to stay in a house without paying whilst

there are beneficiaries on the waiting list who are willing to acquire a house and can afford to pay the monthly instalments including rates and taxes.

5. **PROPOSAL**

If NHE is satisfied with the proposed payment schedule and they confirm that it is in respect of the bond repayment and not occupational rent, then Council can instruct Messrs Kinghorn Associates to proceed with the transfer of Erf 2283 Matutura, Extension 10 to Mr Williward Narib and Ms Rina Naris.

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

RECOMMENDED:

- (a) That NHE provides written confirmation to Council whether they accept the monthly payment in the sum of N\$2 200.00 and whether it will be considered as occupational rent or as instalments on the bond repayment.
 - (b) That upon confirmation from NHE to proceed with the transfer of property Messrs Kinghorn Associates be informed accordingly.
-

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 Alfred Benjamin
MARGO PETER CLIFF SWARTS
 in his capacity as Acting Chief Executive Officer

and by

ERIKKE 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>WILLIARD NARIS</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>084-</u> | Mobile: <u>081 272 0192</u> |
| Marital Status: | MARRIED: <u>X</u> UNMARRIED: <u> </u> 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 1010 4</u> Spouse's Tel No: Work: <u>061 - 464896</u> Mobile: <u>081 2440001</u> Place of Work: <u>Hotel Deutsches Haus</u> Date of Marriage: <u>21 SEPTEMBER</u> Place of Marriage: <u>SWAKOPMUND</u> <u>2009</u> | |
| (collectively hereinafter referred to as "the Beneficiary") | | |

AND

NATIONAL HOUSING ENTERPRISE

(referred to herein as "the NHE")

M A O Y R Naris R
KW

INTRODUCTION

- A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7/10 5.16/001, the Government of Namibia, through the NHE and local authority councils, makes available for acquisition by approved beneficiaries from applicants amongst the public, improved properties to enable the beneficiaries to become the owners of properties serving as their primary residences.
- B. In terms of the Mass Housing Development Program, the Council makes available suitable land, against no costs to the beneficiaries or the NHE, while the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for servicing the land, where applicable.
- C. The NHE, acting on directives from the Government of Namibia, administers the Mass Housing Development Program and in doing so, *inter alia*:
- C1. oversees the construction of residential dwellings on the available land, in accordance with fixed plans and specifications for approved types of residential dwellings;
 - C2. receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the beneficiaries against the beneficiaries taking up the obligation for payment to the NHE of the costs for the development and construction of the dwellings;
 - C3. enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.
- D. The Council is the registered owner of the Property herein referred to, which has been improved with a residential dwelling built by the NHE with funds emanating from the Government of Namibia, as part of its Mass Housing Development Program.
- E. The Beneficiary applied for, and based on the application, the NHE allocated the Property to the Beneficiary under the Mass Housing Development Program.
- F. This agreement records the terms on which the parties agreed, the Beneficiary will become the owner of the Property and will pay to the NHE the construction costs of the dwelling.

MA    
BN    

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

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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 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]
 Ux [Signature]
 C. [Signature]
 H.N. [Signature]
 [Other initials]

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.


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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\$442 375,00 (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.

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- 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.

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- 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

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 LA (NHE)
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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.

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- 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 text: "M. N. ..."]

[Handwritten text: "P. N. ..."]

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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

6.1.4 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.

8.3 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

on the Beneficiary's successors in title.

cede and assign their rights and obligations in terms
erson, provided they have given written notice thereof
y may not cede and assign any rights or obligations
ration for the 10 (ten) years period as referred to in

M N [Signature] LX (P) [Signature]
2 W.N.

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
Rakataka 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.

Handwritten signatures and initials, including "LA" and "2 (NARIS)".

Thus done and signed by the Council at Swakopmund on the day of
 ASKING THE PRESIDENT TO SIGN 2018/2019.

AS WITNESSES:

1. 

2. 


 ACTING CHIEF EXECUTIVE OFFICER


 CHAIRPERSON MANAGEMENT
 COMMITTEE / ALTERNATE

Thus done and signed by the NHE at Nduli sking 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.

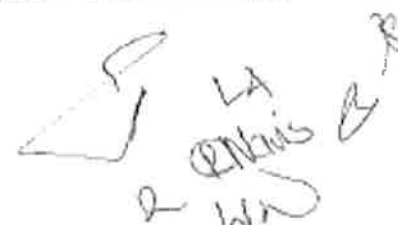
AS WITNESSES:

1. 

2. 


 THE BENEFICIARY


 SPOUSE OF THE BENEFICIARY


 LA
 R NARIB
 12/11

Annexure "A" to Agreement

Payment of Construction Costs

The construction costs payable by the Beneficiary to NHE shall be the sum of:

N\$442 875,00 (four hundred and forty two thousand eight hundred and seventy five Namibia Dollars).

Payment of the 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: N\$.....

Interest repayment: N\$.....

Short term insurance premium: N\$.....

Life insurance premium: N\$.....

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, with each payment clearly reflecting NHE's reference number, namely.....~~

Currently, the bank account nominated for this purpose is:

Account holder:..... Account no.:.....

Bank:..... Branch:.....

Handwritten signatures and initials:
 M.A. [Signature]
 L.A. [Signature]
 P. [Signature]
 B. [Signature]
 L.W. [Signature]

Annexure B1 to agreement

SWORN DECLARATION THE BENEFICIARY UNDER MASS HOUSING DEVELOPMENT SCHEME

(The Beneficiary and his/her spouse must each make a separate declaration.)

I, the undersigned,

Full Names and Surname of Beneficiary:

WILLIAM DAVIK

Namibian ID Number:

73083000324

Full Name and Surname of Spouse:

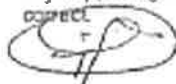
KIN DAVIK

Namibian ID Number of Spouse:

75102410164

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. 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 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) acknowledged 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, whereafter he/she/they declared "the content of this statement is true, so help me God", and whereafter I have signed this certificate at (place) on this day of 2018.

Commissioner of Oaths



Annexure B2 to agreement

**SWORN DECLARATION BY BENEFICIARY OR 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 Names and Surname:

RINA NARIS

Namibian ID Number:

75102410164

Full Name and Surname of Spouse:

WILLIAR NARIS

Namibian ID Number of Spouse:

73083000324

hereby state the following facts under oath:

1. My full names and surname(s) and identity number(s) are correctly recorded above.
2. My spouse, as 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 or my spouse to forfeit the Property he/she/ve 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. 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 to serve 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, are true and correct.

R. Naris
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) acknowledged 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, whereafter he/she/they declared "the content of this statement is true, so help me God", and whereafter I have signed this certificate at (place) on this day of 2018.

Commissioner of Oaths

ANNEXURE "B"



MUNICIPALITY OF SWAKOPMUND

(084) 4104230
 088 814 514
 53 Swakopmund
 NAMIBIA
www.swakmund.com.na
bramos@swakmund.com.na

Enquiries: **Ms B Ramos Viegas**

01 September 2021

Mr W Nari & Ms R Nari
 P O Box 4118
 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 Municipality 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 ☎ 084-4104230.

Yours faithfully,

Mr A Piatjje
 General Manager: Corporate Services & HC (Acting)

/s/

cc: Mr T. T. T. T.

ANNEXURE "C"

Submission
to endAcknowledgement
letter

Reference

E 2023/13

From: Mr. W Narib Mrs. R. Narib
Box 4118 Veneta
Swakopmund
E: mail-wnmission@gmail.com

REF: E 2283 M

To: Municipality of Swakopmund
Box 53
Tel: (064) 410 42 30
Swakopmund
Namibia

www.swakopmund.na



Date: 2021 September 11

RE: RECALLING THE CANCELLATION OF TRANSACTION ON EBF 2283 MATUTURA (EXT 10)

We are hereby writing to inform the TRI-PARTY, that as husband and wife Mr. W. Narib and Mrs. R. Narib, 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. Narib 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 MMS 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 crises, 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 solve this situation at hand, instead of opting to evicting people who is already stranded to nowhere.

Mr. Pfaffner - please advise how far
- Should he instruct Kasper to send a
should be able to do that?

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 solutions 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. Wina Naris, we will not even accept any default judgments on this property Erf 2283 Matutura (Erf 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 Erf 10 Matutura.

Mr. W. Narib.....

Mrs. R. Naris.....



National Housing Enterprise

Head Office
7 Gen. Mustafa Mohammed
Ave, Erros
PO Box 20182, Windhoek
Tel: +264 (0) 11 282 7111
Fax: +264 (0) 11 282 301

Head Office Fax Numbers
CEO: +264 61 282 7271
Human Resources:
+264 61 222 301
Technical Services:
+264 61 282 7270
Finance: +264 61 222 301

Regional Office - Central
Katutura, Independence Ave
PO Box 20182, Windhoek
Tel: +264 (0) 11 278 100
Fax: +264 (0) 11 278 120

Regional Office - South
Onkashana, Nkombo & 2 Avenue
PO Box 20182, Windhoek
Tel: +264 (0) 11 222 288
Fax: +264 (0) 11 222 282

Regional Office - West
Walvis Bay, 2 Avenue
PO Box 7240, Walvis Bay
Tel: +264 (0) 91 222 288
Fax: +264 (0) 91 222 282

Regional Office - North
Tlokweng, 2 Avenue
PO Box 20182, Windhoek
Tel: +264 (0) 11 222 288
Fax: +264 (0) 11 222 282

11 November 2022

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


Attention: Mr A Plaatjie

REQUEST TO DISCONNECT WATER ACCOUNT – ERF 2283 MATUTURA

Dear Mr Plaatjie

Kindly herewith receive official request to disconnect water of Erf 2283, Matutura as per your conversation and arrangement of yesterday, the 10th of November 2022 with our Acting Executive: Sales and Lending Ms Ludwina Alex.

Kind Regards


Mr Donald Tjikune
Regional Manager West: Sales and Lending



Cc Ms Ludwina Alex
Acting Executive: Sales and Lending

ANNEXURE "E"



LEGAL PRACTITIONERS
CONVEYANCERS, NOTARIES
ESTATE PRACTITIONERS

AUTHORISED AND REGULATED
BY THE LAW SOCIETY OF NAMIBIA

DIRECTORS
MARK ELZE, ANTONIO WITTE, L.L.B.
FREDRICK JACOBUS BOMBERG, B.A., LL.B., M.
MAGNUS VAN DER MERWE, LL.B.
COMMUNIS JOHANNES DE WITTE, LL.B.
CLIFFORD REZIMENHUTS, LL.B.

The Chief Executive Officer
Municipal Council of Swakopmund
Municipal Office Complex
c/o Rakotoka and Daniel Kamho Streets
SWAKOPMUND

YOUR REF:

OUR REF: NHE1/0051-60
E-mail: nicolenevz@kinglaw.com.na

By Email

aplaatjie@swkmun.com

bramosviegas@swkmun.com.na

01 December 2022

Attention: Mr A Plaatjie

CONFIDENTIAL LEGAL ADVICE

Dear Sir / Madam

RE: ERF NO 2283 MATUTURA (EXTENSION 10) SWAKOPMUND

1. Council requested our opinion on its legal position and *the way forward* in regards the failure of Mr Willibard Narib and Mrs Rina Naris (*'family Narib'*) to comply with their obligations under the conditional donation agreement concluded with them in regards Erf no 2283 Matutura (Extension 10) Swakopmund (*'the property'*).

2. What follows is our opinion and views on the matter.

The Swakopmund Mass Housing Development Scheme

3. The property was donated to the family Narib under the Swakopmund Mass Housing Development Scheme.

4. In short, the Scheme encompassed:-

- 4.1. the Government of Namibia making funds available to the National Housing Development Enterprise (NHE);
- 4.2. NHE would construct therewith residential dwellings on municipal land;
- 4.3. the land would be made available by local authorities at no costs;

- 4.4. the improved properties had to be allocated to approved beneficiaries;
- 4.5. the allocation criteria included that beneficiaries had to be first time homeowners and financially able to repay the costs to construct the dwellings;
- 4.6. the beneficiaries had to pay for the properties and their payments had to revolve to fund the further development of properties.
5. The allocation criteria for beneficiaries included the ability to repay the pre-determined costs to improve the properties. Beneficiaries thus had to have some financial means.
6. The transaction had to be funded by either securing a commercial loan or a loan from NHE or other payment. It implied that the beneficiaries had to earn a steady income or have other means to repay the loan.
7. Persons unable to do so, would not qualify as beneficiaries and were not entitled to receive properties.
8. For this reason, the beneficiaries had to declare their financial positions and ability to service a loan as part of their applications.

Family Narib as beneficiaries

9. Mr Willibard Narib and Mrs Rina Naris ("*family Narib*") were listed as applicants for subsidised housing in the Swakopmund local authority.
10. Their application was approved by NHE and the property became allocated to them.
11. Part of the approval process was the consideration of their financial means to afford the amounts payable for the properties.
12. In support of the application, the family Narib presented a *pre-approval* from Standard Bank. This document was to the effect that they qualified for a loan.
13. Based, thereon, NHE allocated the property to them with the understanding that they will take-up a loan from Standard Bank. However, they never proceeded with this process nor did they obtain an alternative loan.
14. NHE concluded with the family Narib an agreement, in terms of which:

- 14.1. it sold the property to family Narib for N\$442,875;
- 14.2. they could occupy the property, provided they pay a monthly occupation interest (compensation) of N\$2,012.50 per month.
15. The occupational interest would serve as funds to NHE to pay the basic services it had to engage to secure and insure the properties pending transfer.
16. Family Narib took occupation of the property on 17 January 2018 and made payments of the monthly occupational interest, until they stopped on 28 October 2019.
17. They have been in occupation of the property since then, without any payment.

Conditional Donation

18. On 13 August 2020, Council, the family Narib and NHE concluded a triparty conditional donation. It replaced the sales agreement.
19. The aim was to thereby transfer ownership of the property to them under certain obligations (conditions).
20. It was agreed that:
 - 20.1. Council conditionally donated and would become obliged to transfer ownership of the improved property to Family Narib;
 - 20.2. The conditions included that the family Narib had to:
 - 20.2.1. pay the construction costs of N\$442,875 to NHE with transfer of the ownership;
 - 20.2.2. had to do so by means of a loan that they had to secure immediately after signing the agreement;
 - 20.2.3. pay the Municipal rates and taxes and service costs, once in occupation.
 - 20.3. If they failed to do so, the donation may be cancelled but only after 7 days written notice to rectify their failure.
 - 20.4. In that instance, they had to immediately vacate the property and Council would

be entitled to retake possession thereof.

Failure to comply with the conditions and results thereof

21. The family Narib failed to comply with the conditions on which the property was donated to them and also with their agreement with NHE to pay occupational interest.
22. They are in material breach of the donation agreement and for a substantial period of time. They failed to:
 - 22.1. pay the agreed constructions costs to NHE;
 - 22.2. apply for and secure a loan to repay the constructions costs;
 - 22.3. pay the monthly occupational interest.
23. Council has by letter of 1 September 20221 demanded that they comply with their obligations. However, they have failed to do so.
24. They remain in occupation of the property, enjoying the benefits thereof without complying with their obligations and without any right to do so.
25. The following resulted from the above:
 - 25.1. Ownership in the property cannot become transferred and remains vested in Council who cannot earn rates and taxes and levy municipal service accounts thereon;
 - 25.2. NHE cannot allocate the property to any of the other (hundreds) deserving beneficiaries who are without housing, waiting and able to secure a loan;
 - 25.3. Qualifying beneficiaries who are able to afford a loan may loose out on the opportunity to become owners of the property;
 - 25.4. The funds that the Government has made available to improve the dwelling have not been recovered to fund further property developments under the Scheme;
 - 25.5. NHE does not receive payment of the occupational interest to cover its basic costs to keep the property safe, insured and in a good state of repair towards future beneficiary.

Legal position and options

26. Council's legal position is that as owner and donor, it is in terms of the contract entitled to cancel the agreement and to evict family Narib, who occupies the property without any right to do so.
27. In our view that would serve the aims of the Scheme and is, in our understanding, also what NHE would support.
28. Council is also, at least, morally obliged under the aims of the Scheme to ensure the properties are allocated to beneficiaries who meet the allocation criteria and are able to meet their obligations under the donation. It should also assist NHE in the process to administer the Scheme and to recover the costs provided by Government to improve the properties in the first place.
29. As long as non-paying beneficiaries remain in occupation of the subsidised properties, such funds will not be recovered. Resultantly, the revolving funds available for further property development may dwindle and eventually dry up.
30. In our understanding, Council's policy of not evicting families were initially aimed at persons who failed to meet their obligations towards rates and taxes or municipal service accounts. The idea was that such debts must be recovered by other means and not the judicial sales of the properties and ensuing evictions. This is understandable, if the debt relates to municipal debt, including rates and taxes.
31. This novel policy has the effect that the costs and development in the municipal area would become subsidised by more affluent and paying residents and homeowners.
32. The present instance differs, in our view.
33. Firstly, it is not Council's monies (or municipal debt) at stake but that of the Government, who funded the development under certain conditions, including that it must be recovered. By its inaction, Council, in effect, do not recover Government's developmental funds. It can do so by making sure the property becomes available to other qualifying beneficiaries under the Scheme.
34. Secondly, by its inaction Council is depriving an opportunity to an alternative beneficiary.

also a first time homeowner, to become a home owner with the assistance of the Scheme.

35. Given the aims of the Scheme, the prolonged breach of the beneficiaries' obligations, our view is that Council has no other option but to proceed with the cancellation of the donation and to evict family Narib from the property.

Yours faithfully,


KINGHORN ASSOCIATES
 Per: PJ BURGER

ANNEXURE "F"

THE WAY FORWARD FOR HOUSE NUMBER 2283 REPTILE URANIUM, MATUTURA, MONDESA, SWAKOPMUND.

Mr: Williward Narib
 Mobil: 08 1 27 2019 2
P.O. BOX 4116
Venita
Swakopmund, Africa.
E-mail: wnmission@gmail.com



Date: 2023 February 9

Dear: Swakopmund Municipality Councilors and Managing Committees

My name is Williward & Rina Narib's owner of the residential 2283 Reptile Uranium Matutura, Swakopmund, and we are here to present our proposal concerning our house mentioned above.

First of all we would like to thanks all the Councilors involved in decision making on all the affairs that concern our Community of Swakopmund receive our appreciation for keeping our heads under the roof throughout the Covid19 reckoning.

We have really emerge very wiser and strong with lessons learned through out of the Covid19 era.

We would like to request the Council to accept our new installments method's based on our new and current financial condition which we find ourselves in, so that we can arrange accordingly with the bank for monthly deduction of N\$ 2 200-00 only into Councils bank account as provided for by your office.

We are working around the clock humanly to make everything working out according to our desires and to be able to meet the conditions of the Swakopmund Municipality, we therefore would still to remind the whole Swakopmund Municipality Management teams that as parents we are spending sleepless nights to make it count in our favors, as parents it means we are aware that we should take care of our children's need in any given situation, we strongly believe that our plans in place will turn around our situation sooner than later.

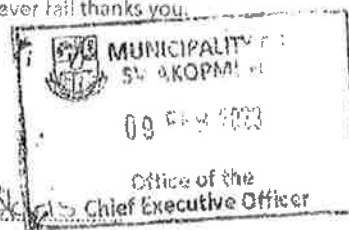
We firmly believe that in any given dated and time from now on, we will storm your good office with good news concerning the house in question with final payment, hope never fail thanks you.

Best regards

Williward and families

Date: 2023/02/09 Signed Williward

Signed Rina



ANNEXURE "G"

19.03.12.2283

E 2283 M

Mr: Williward & Rina Narib's
 Mobil: 08 1 27 2019 2
 P.O. BOX 4116
 Venita
 Swakopmund, Africa.
 E-mail: wnmission@gmail.com



Date: April 4, 2023

Dear: Swakopmund Municipality Councilors and Managing Committees

After our conversations telephonically with Mr. Kennedy Geingob from the Swakopmund Municipality Housing Department on the 28/03/2023 and again on the 04/04/2023, and he requested as to explain more about the letter attach dated 2023/02/09 over the bond and rate and tax of the house nr: 2283 Reptile Uranum Matutura

Like we stated that we are willing to re-commit ourselves to the monthly installments at our current financial state to the bond amount of N\$ 2 200-00 into the banking details which should be provided for to us in writing by the Swakopmund Municipality as per the request we are putting it in writing for the record.

NB: In the meeting we make our case clear that we were approach by three different groups to sign the agreements regarding the one house mentioned above and as we all know we are living in the world full of scammers who are getting away with peoples properties.

Tax and Rates we will take care of Tax and Rates on monthly installments of N\$1 000, 00 as per our arrangement's with Swakopmund Municipality Finance Department and we have settle already ½ of the due amount, with Swakopmund Municipality, since the tourism industry is picking up now the tax and rates can be settle sooner than later at any given time.

Yours sincere residence
 Mr. Williward & Mrs. Rina Narib's

Signed Williward Narib..... Signed Rina Narib.....

11.1.8 **REPAIR WORKS AT A DWELLING ON ERF 68, BROCKERHOFF STREET IN TAMARISKIA**
(C/M 2023/05/29 - T 68)

Ordinary Management Committee Meeting of 11 May 2023,
Addendum 8.5 page 20 refers.

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

1. BACKGROUND

Burmeister & Partners was appointed as the Consultant to assess the damage and propose remedial measures at a dwelling on erf 68, Brockerhoff Street Tamariskia. The residential Erf 68 is located in Tamariskia, Swakopmund, at the backside of the Swakopmund Treatment Plant, at the corner of Smith and Brockerhoff Street. A portion of the house external walls and the boundary walls have been damaged because of prolonged exposure to recurring sewage overflow from the municipal manhole located on the erf.

Furthermore, our Insurers was also contracted whether a claimed can be instituted for the event. However, the Policy excludes any damage due to defective or inadequate draining of effluent water. The main reason is because Council has no control over what causes the drains to block and overflow.

2. PROPOSED REMEDIAL MEASURES

Remedial and repair work is required on the exterior walls and boundary walls on Erf 68 Tamariskia. The works include but are not limited to the following:

- Removal of damaged plaster/paint and efflorescence.
- Efflorescence treatment on boundary walls 0.5m above natural ground level, plaster and paint.
- Treatment efflorescence on the dwelling, plaster and paint.

3. COST IMPLICATION

Furthermore, Request for Quotations (RFQ) was done and the lowest, responsive bidder's price was N\$ 97 114.05 which is in line with the cost of similar work.

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

RECOMMENDED:

- (a) That approval be granted for the repair works to be done at Erf 68 in Brockerhoff Street, Tamariskia N\$97 114.05 (excl. VAT).
- (b) That the total cost be defrayed from the following vote:

| DESCRIPTION OF FUNDING | AMOUNT (N\$) |
|--|----------------|
| 250514001000-Building & Structures (Civil) | N\$ 398 046.97 |

ANNEXURE 1: REPORT: BURMEISTER & PARTNERS

1 Introduction and Project Background

Burmeister & Partners (Pty) Ltd (hereafter referred to as the Consultant or B&P) was appointed for Contract Number CS/RP/SM-003/2022 for the structural inspection & remedial measures for the structural damages at a dwelling on Erte8, Brockerhoff Street, Tamariskia.

According to the terms of reference, the damages on the walls are the result of constant reoccurring sewage overflow from the municipal manhole located on the erf.

The scope of the appointment is defined as follows:

- Preliminary investigation on the extend of the structural damage caused by the overflowing manhole;
- Compile a detailed report including findings of the investigation which includes the tests conducted and remedial measures and their cost implications;
- Compile procurement document;
- Compile design drawings.

1.1 Observations

During the inspection, a white chalky powder deposit was discovered on the masonry walls, predominately on the western and southern side of the house external walls. This white chalky powder is known as **Efflorescence**.

Efflorescence is the deposit of dissolved salts on the surface caused by calcium hydroxide being brought to the wall surface through wall moisture and reacting with carbon dioxide in the air to form calcium carbonate, which appears as a whitish deposit. Extensive efflorescence build up due to prolonged exposure to moisture can also lead to volume increases and hydrostatic pressure build up, which may cause spalling of the brick walls (breaking out of external surface areas). Below sketch illustrates how efflorescence is formed.

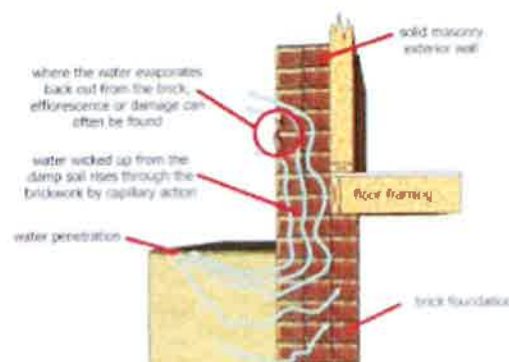


Figure 1: Formation of efflorescence

The presence of efflorescence on a brick/masonry surface and the spalling of masonry units indicate that water has been penetrating for some time. Based on reports of several sewer flooding occurrences within the western and southern areas of the erf, it is most likely that the prolonged exposure of the foundation walls to the sewer water has resulted in efflorescence forming on the wall surface and sporadic spalling occurring on the foundation walls.

Furthermore, the presence of standing water may also have an effect on the subsoil conditions below the wall strip foundations. For this reason, various dip soil tests and test holes were conducted along the erf to verify foundation sizes and soil quality beneath the foundations.

The allowable in-situ soil bearing capacity (from the test results obtained) are as follows [measured from ngl] – (refer to Annexure C for detailed results):

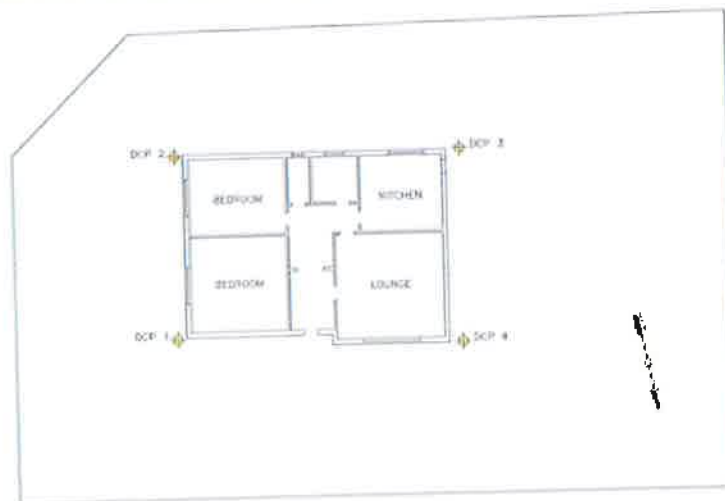


Figure 2: DCP Test Positions

DCP Trial 1:

- ❖ 0mm to 300mm : approximately 30 kPa [approx. CBR = 2];
- ❖ 300mm to 400mm : approximately 90 kPa [approx. CBR = 10];
- ❖ 400mm to 450mm : approximately 290 kPa [approx. CBR = 40];
- ❖ 450mm to 500mm : approximately 1420 kPa [approx. CBR = 260];

DCP Trial 2:

- ❖ 0mm to 300mm : approximately 380 kPa [approx. CBR = 40];



- ❖ 300mm to 400mm : approximately 380 kPa (approx. CBR = 60);
- ❖ 400mm to 450mm : approximately 450 kPa (approx. CBR = 75);
- ❖ 450mm to 500mm : approximately 500 kPa (approx. CBR = 90);

DCP Trial 3:

- ❖ 0mm to 200mm : approximately 100 kPa (approx. CBR = 10);
- ❖ 300mm to 500mm : approximately 80 kPa (approx. CBR = 10);
- ❖ 500mm to 800mm : approximately 250 kPa (approx. CBR = 40);
- ❖ 800mm to 1000mm : approximately 420 kPa (approx. CBR = 70);

DCP Trial 4:

- ❖ 0mm to 300mm : approximately 50 kPa (approx. CBR = 5);
- ❖ 300mm to 500mm : approximately 50 kPa (approx. CBR = 5);
- ❖ 500mm to 800mm : approximately 130 kPa (approx. CBR = 20);
- ❖ 800mm to 850mm : approximately 650 kPa (approx. CBR = 120);




Test holes of approximately 0.4m deep were excavated along the western and foundation level.

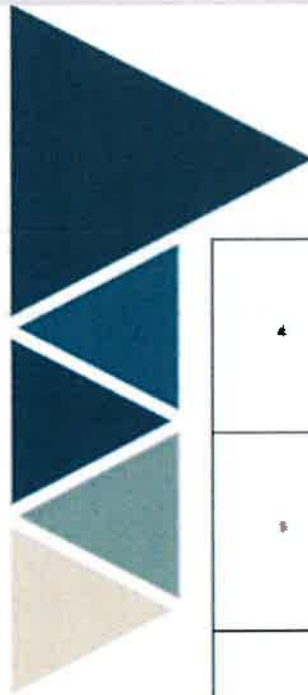
- ❖ Wall foundation is 200mm thick and 600mm wide
- ❖ The top of the foundation is 400mm below the OPC level;
- ❖ Soil cover to foundation is 200mm;
- ❖ Hard rock is found below the foundations;
- ❖ No settlement was observed on the wall foundations;




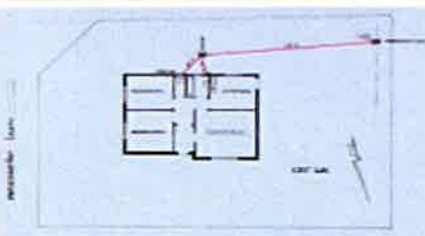
1.2 Photo Report

The table below presents details and observations.

Table 1: Photo report

| No | Description | Image |
|----|---|--|
| 1 | DCP soil test done 200mm from the western and southern side of walls ; Soil test done to ascertain in situ soil capacity at vicinity of wall foundation. |  |
| 2 | 0.4m deep test hole next to western and southern wall foundations to verify foundation size, 200 mm thick foundation on top of hard rock. |  |
| 3 | Presence of efflorescence and spalling on outside walls. DPC is present hence effected wall areas above DPC level indicates flooding levels to above DPC level |  |



| | | |
|---|--|---|
| 4 | Sewer manhole overflow (photo taken by house owner during flooding at earlier timeframe) |  |
| 5 | Sewer manhole overflow (photo taken by house owner during flooding at earlier timeframe) |  |
| 6 | Sewer manhole overflow (photo taken by house owner during flooding at earlier timeframe) |  |
| 7 | Previous to the implementation of the ongoing midblock sewer problems, the municipality recently relocated the main midblock sewer towards the streets |  |

| | | |
|---|--|--|
| 8 | Vertical crack beneath the window - No joints are visible. |  |
| 9 | Vertical crack beneath the window - No joints are visible. |  |

2 Conclusions

Based on the above information the following conclusion can be made:

- Foundation walls and certain superstructure wall areas have been effected by the prolonged exposure to sewer water flooding the erf during sewer blockages;
- The effected walls areas have signs of efflorescence and to a large extend have plastered areas severely affected and certain wall areas showing sporadic spalling. It is worthwhile to note however that the external walls do not show signs of overstressing or structural damage. Wall repairs are thus possible without substantial demolition work;
- Subsoil in-situ allowable bearing capacity @ bottom of foundations (\pm 400-500mm below rgl) range between 50kPa and 450kPa. The expected wall load pressure excreted on the ground are within the range of 25kPa – 30kPa. The minimum soil bearing capacity is still above the expected load pressure and is thus structurally acceptable. This is also confirmed with no settlement cracks being evident.

Wall cracks at window areas were observed due to lack of construction joints in the wall plaster. Construction joints at windows are required.



3 Recommended remedial solutions

Based on the above, we recommend the removal of efflorescence and treatment of wall surfaces areas as follows.

3.1 Removal of damaged plaster/paint and efflorescence

- Carefully remove any loose material on brick walls (loose brick skin layer, loose plaster and paint). Also remove corroded mesh installed under wall plaster as this corroded mesh enhances wall spalling. Careful removal of mesh is required to avoid excessive wall damage.
- Before applying any solution wet the wall surface with clean water preventing any solution being absorbed deeply into the wall.
- Wash off efflorescence with a diluted hydrochloric solution (1:10) using a firm acid cleaning brush (not a wire brush as wire filing can remain behind causing corrosion). Thereafter properly flush off acid solution with clean water.

3.2 Treatment

The following wall repairs to be implemented:

- Apply a hydrophobic sealer layer such as Sikol Water Seal (or similar and approved) over the bottom of 1.2m and 0.8m strip as indicated by drawing of the external walls;
- Apply approved Sikalite waterproofing admixture (or alternative and approved) to plaster mix and repair the effected external wall face areas;
- Repaint whole house to client specifications;

Refer to drawing: Annexure A

We trust that this report meets the client's requirements. We kindly refer you to Annexure B for the Work Scope & Specifications as well as an unpriced BOQ for purposes of calling for quotations for the repair works. We have also added a priced BOQ for the purpose of providing a cost estimate under Annexure B, but the priced BOQ should not form part of the RFQ documents.

Thank you

Morne Izaks
BURMEISTER & PARTNERS (PTY) LTD

11.1.9

**SWAKOP KARTERS: APPLICATION TO LEASE A PORTION OF
LAND NEXT TO THE GO- KART TRACK IN SWAKOPMUND**
(C/M 2023/05/29 - 13/3/1/5)

**Ordinary Management Committee Meeting of 11 May 2023,
Addendum 7.6 page 71 refers.**

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

1. Introduction

On **10 November 2022** under item 8.15, the Management Committee considered an application of Swakop Karters (hereinafter referred as SK) for land to establish a go-kart racetrack in Swakopmund and passed the following resolution:

- (a) *That the application of Swakop Karters to lease a portion of land to establish a go-kart track racing at a site to be determined be supported.*
- (b) *That Swakop Karters be requested to submit the following documents whereafter the application be resubmitted to the Management Committee for consideration:*
 - *Size of land*
 - *The constitution of being a registered club*
 - *Documentation showing affiliation to SFC Swakopmund Sport Club*
 - *Confirmation from Namibia Motor Sport Federation that the club is affiliated.*
 - *Exact list of activities to be conducted.*
- (c) *That the item be resubmitted once all information is received.*

SK was informed the above decision on **01 December 2022**, subsequently they have submitted the required documents attached as **Annexure "A"**.

On **23 February 2023**, the Corporate Service & Human Capital and Engineering & Planning Services had a meeting with Mr Jorg Goldbeck of SK and discussed the area that is reserved for motorsport activities. At the meeting Mr Goldbeck was informed to consult the Engineering and Planning Services and provide an aerial photograph overlay on locality plan indicating the proposed site for the intended facility for submission to Council for consideration. The site plan indicating the proposed land measuring 9.6 HA on which the facility will be constructed is attached as **Annexure "B"**

2. Background

- 2.1 SK is a motor sport club that was established in 2019. At the time they operated under SFC Sport Club which was affiliated with Namibia Motorsport Federation (NMSF) to participate in national and international motorsport activities. SK is currently an independent registered sport club and no longer a subsidiary of SFC sport club

SK competes with racing go-karts in the National Championship of Namibia (ROTAX MAX Challenge Namibia) in six categories.

- 2.2 On **18 October 2021**, they applied to lease a portion of land to establish a kart racetrack facility that will accommodate rental and racing karts. The portion of land they initially applied for is located next to the lease area of the go-kart track east of Swakopmund Airdrome.
- 2.3 Another letter dated **30 March 2022** was received from SK to buy/lease a portion of land which measures ± 7 to 9 hectares. They intend to build a new kart racetrack in line with international safety and racing standards to be able to host national and international events and host karting home-based motorsport activities in Swakopmund. The club aims to gain more members and offer opportunities to young children starting from 5/6 years old.

As per site plan submitted, they have now confirmed that the land required shall be 9.6 HA to cater for their facility and activities.

- 2.4 Council has been leasing a portion of land measuring $\pm 30\,000\text{m}^2$ located on Swakopmund Town and Townlands No. 41, east of the airport to R & R Karting Namibia CC for the operation of a go-cart track and racing. During discussions by the Planning Forum of 25 October 2022 of the renewal of the lease period, it was concluded that R&R Karting Namibia CC will have to be moved to the area reserved for motor sport activities once the area is ready to be occupied.

Therefore, the proposal that SK from the onset be allocated at the newly demarcated motorsport activity site.

3. Discussion

SK intends to build a kart racetrack facility in Swakopmund according to international safety and racing standards thus they need land. Hence a portion of land measuring 9.6HA is required for the planned facility.

According to SK, the track will be planned and design by a company in England named "Apex" which recently designed the karting track in Bahrain that hosted the Rotax World Finals in December 2021. The track will be designed in a way that will put Swakopmund in the position to host world championships.

As per letter dated 30 November 2022, Apex Circuit Design Ltd suggested that the size of land required for FIA International karting shall be 7Ha ($70\,000\text{m}^2$) of which 5Ha will cater for a karting circuit length of approximately 1.2km with various permutation and track links for current use and land for the track area to run off, barriers, service road and land scaping. While

2Ha will be used primarily for paddock / parking space, building and stores. In total the portion of land required is 9 Ha.

Quoted from their letter their goals measures are:

- *To increase the number of drivers to 35 while South Africa has 105 drivers who competed in 2021 at the last national event in Zwartskop.*
- *To be able to host the annual African Karting Rotax Championship from SADC countries that participate in the African Karting Rotax Championship*
- *Have a vision to be the 5^m national leg at the new track Swakopmund (currently South Africa has 4 major national legs)*

This project will be realized in terms of a 5-year plan on the concept of promoting world class karting in Namibia.

4.1 SK intends to conduct Motor Sport Activities such as:

- *host several national / club status kart races annually*
- *weekly practice sessions*
- *host several driver academy programs annually with drivers/coaches from South Africa*
- *run a rental kart business to maintain/cover operation costs.*
- *host the ROTAX African Open annually*
- *posable ROTAX World Final host*
- *posable host for Mountain bike activities*
- *posable host for Motocross bike activities*
- *posable host for a Motor Show*
- *sporting / business activities using the new track*

4.2 Available land for sport activities

Council has reserved an area located east of the road to Henties Bay for active recreation and motor sport activities marked area "O" on the Structure Plan. The map indicating the locality of the area it is attached under **Annexure "B"**. This area is not yet developed in terms of services such as roads, water, sewer and electricity, therefore SK will be required to provide the services to the area.

Although the area is reserved for motorsport activities, the Manager Town Planning confirmed that no EIA study was done therefore he suggested that every entity that will conduct sport activities will be required to obtain environmental clearance prior to using the area or a portion of the land.

Even though no layout has been drafted for the motor sport activities; it is however proposed that the application of SK be supported. It should be kept in mind that R&R Karting Namibia CC will also have to be relocated to the said area once the lease period approved by Council on **27 April 2023** lapses.

4.3 Lease conditions for Motor Sport Clubs

On **2 February 2016** under item 11.1.6., Council approved the application of Drift, Spin, Drags Motor Club to lease a

portion of land located to the west of the go-kart area of R&R Karting measuring 6 000m². The lease was renewed for another 5 years period by Council on 25 March 2021, under item 11.1.10 subject to the condition that the lessee pays the annual rental of N\$ 745.20 (i.e. 6 000m² x N\$0.108/m² = N\$ 648.00 + N\$97.20 (15% VAT).

Considered that SK is a registered club and will be leasing approximately the same size of land, the lease conditions should be similar to those approved by Council for Drift, Spin, Drags Motor Club.

It is therefore proposed that the portion of land indicated in the attached diagram as Annexure "B" be leased to SK for them to develop kart racing track. The lease period shall be for a period of 9 years and 11 months. All costs will be for the account of SK.

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

RECOMMENDED:

- (a) That the application of Swakop Karters to lease a portion of land located east of the road leading to Henties Bay for recreation and motor sport activities be approved in principle on the conditions listed below.
- (b) That the portion of land as per the diagram "Annexure B" (on file) measuring 9 hectares in extent be leased to the Swakop Karters for the establishment of a kart racetrack facility to conduct the following activities:
 - (i) *Host several national / club status kart races annually.*
 - (ii) *Weekly practice sessions*
 - (iii) *Host several driver Academy programs annually with drivers/coaches from South Africa*
 - (iv) *Run a rental kart business to maintain/cover operation costs.*
 - (v) *Host the ROTAX African Open annually.*
 - (vi) *Possible ROTAX World Final host*
 - (vii) *Possible host for Mountain bike activities*
 - (viii) *Possible host for Motocross bike activities*
 - (ix) *Possible host for a Motor Show*
 - (x) *Sporting / business activities using the new track.*
- (c) That the lease shall be for a period of 9 years 11 months with an option to renew and which period is terminable by either party by giving / receiving 6 months' written notice.
- (d) That the annual rental be N\$0.115/m² + 15% VAT multiplied with the size of the lease portion of land, with an annual escalation of 7% the first being July 2023.
- (e) That the lessee obtains a Surveyor General approval diagram of the site.
- (f) That the General Manager: Engineering and Planning Services determines the value of a refundable deposit payable by the lessee on the commencement of the lease

according to an estimate of rehabilitation costs in the event the lessee fails to rehabilitate the area on the termination of the lease.

- (g) That the proposed lease be published as required in terms of section 63 of the Local Authorities Act 23 of 1992, whereafter Ministerial approval be obtained in terms of section 30 (1) (t).
 - (h) That the following additional conditions be applicable:
 - (i) *That the necessary staff and public ablutions facilities be erected and maintained.*
 - (ii) *That the area be kept clean at all times.*
 - (iii) *That the access to the event area be controlled to prevent uninformed people from venturing onto the track.*
 - (iv) *That safety barriers to protect spectators and event be erected and maintained.*
 - (v) *That emergency services be provided.*
 - (vi) *That if night-time events are considered, suitable and effective lighting be provided for both the track and spectators.*
 - (vii) *That the condition of the track and facilities be inspected by Marshalls, Health and Engineering Services to confirm suitability, functionality and safety, which inspections should be conducted randomly.*
 - (viii) *That repairs / alterations be implemented on the instructions of the Municipality at the cost of the Lessee, with no event allowed until compliance is demonstrated.*
 - (i) That Engineering & Planning Services Department designs a layout plan of the reserved sites consisting of subdivided portions of land for allocation to various motor sport activities and for the future relocation of R&R Karting Namibia CC.
 - (j) That prior to occupying the portion of land, the Swakop Karters complies with the requirements of the Environmental Management Act, 2007.
 - (k) That the following standard lease conditions be applied:
 - (i) *That the lease be terminable by either party giving or receiving six (6) months written notice.*
 - (ii) *That a deposit equal to 1 years' lease which was previously paid be adjusted in order to equal the current annual rental amount.*
 - (iii) *That Council reserves the right to cancel the lease if valid objections from the public are received.*
 - (iv) *That the demarcated area be barricaded by way of a non-permanent fixture, such as a rope.*
 - (v) *That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.*
 - (vi) *That no subletting be allowed.*
 - (iv) *That the lessee does not operate later than 22:00.*
 - (l) That the applicant be allowed to erect removable structures on the leased property with the prior written approval of the General Manager: Engineering & Planning Services.
 - (m) That all structures be removed, and the land be rehabilitated to an acceptable condition to the satisfaction of land on the termination of the lease.
-

ANNEXURE "A"

Affiliation CERTIFICATE



THIS IS TO CERTIFY THAT

SWAKOP KARTERS

is an **Affiliated Club** of
• Namibian Motor Sport Federation •

2023
Year

20/10/2022
Date

A handwritten signature in black ink, likely belonging to the President of the Namibian Motor Sport Federation.

President

A handwritten signature in black ink, likely belonging to the Vice-President of the Namibian Motor Sport Federation.

Vice-President

Jorg Goldbeck
Kart Store Namibia



30th November 2022

ERF PARCEL REQUIREMENTS : FIA INTERNATIONAL KARTING

To whom it may concern,

To assist with land requirement discussions for FIA international karting, Apex Circuit Design Ltd as a specialist in motorsport design and delivery, advise that a sensible plot size would be 7ha (70,000sqm)

This would allow for a karting circuit length of approx 12km with various permutations and track links to create 2 shortwtr club tracks for concurrent use. the land for the track area including run off, barriers, service roads and landscaping would be approx 5ha (50,000sqm).

The remaining 2ha (20,000sqm) would be used primarily for paddock/parking space along with the required kart circuit building and stores.

If land parcels are larger additional track length/motorsport activites can be added to suit the local/international market.

Yours sincerely,

A handwritten signature in black ink, appearing to be "J. Goldbeck", written over a horizontal line.



1 December 2022

To whom it may concern,

APPLICATION FOR LAND TO BUILD NEW INTERNATIONAL KART RACE TRACK

1. *Size of land:*

Please find attached recommendation letter.

2. *The constitution of being a registered club:*

Please find attached to the mail our constitution of Swakop Karters.

3. *Documentation showing affiliation to SFC Swakopmund Club:*

Swakop Karters are since beginning 2022 a independant registered Sports Club, and no longer a sub-section of the SFC Swakopmund Club. We split ways in good standing.

4. *Confirmation from Namibia Motor Sport Federation that the club is affiliated:*

Please find attached certificate of affiliation.



5. *Exact list of activities to be conducted:*

- a. Host several national/club status kart races annually.
- b. Weekly practice session.
- c. Host several driver Academy programs annually with drivers/coaches from South Africa.
- d. Run a rental kart business to maintain/cover operation costs.
- e. Host the ROTAX African Open annually. (These are in verbal agreements and need to be finalised if track is build)
- f. Possible ROTAX World Final host.
- g. Possible host for Mountain bike activities. (Start and finish from our track, maybe building a single track at the premises.)
- h. Possible host for Motocross bike activities. Build a new MX track at the premises.
- i. Possible host for a Motor Show. We have been in talks with Standard Bank, as they have a annual Motor Show in Windhoek.
- j. Generally, there will be great opportunities to use the new track for sporting/business activities.

Kind regards

A handwritten signature in blue ink, appearing to be 'D. B.', is written below the text 'Kind regards'.



Swakop Karters

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CONSTITUTION OF SFC Swakop Karters**MEMORANDUM**

SFC Swakop Karters is registered with the Namibia Motorsport Federation (NMSF) as the National Sports Body representing Karting Motor Sport in Namibia, with the objective to promote, make rules for, develop, administer, and manage karting motor sport by utilizing all needs to attain these objectives locally and internationally.

DEFINITIONS

"Body" means the Swakop Karters, also referred to as SK

"Codes" means the different types of motor sport that the club represents, and its members engages in.

"Executive Committee" means the group of elected representatives and appointed people who will manage and control the affairs of the club

"Delegates" means those persons nominated to represent the club at the Annual General Meeting, Extraordinary General Meeting or any other meeting specifically called for representation of Clubs at Federation Level.

"Member" means any paid-up individual registered with the club.

"Representative" means those persons elected or appointed to serve on the NMSF Commissions, Sub-Commissions, or Committees.

I. GENERAL PROVISIONS/FOUNDING PROVISIONS

ARTICLE 1 – NAME, OFFICES, LEGAL FORM

- 1.1 The Swakop Karters is a sport body, affiliated/registered to the Namibia Motorsport Federation (NMSF) and was founded in 2020.
- 1.2 The Office/Headquarters of the Sports Club is Quiwertree Park Unit 10, P. O. Box 673, Swakopmund.
- 1.3 The Swakop Karters recognizes the Namibia Motorsport Federation (hereinafter referred to as the NMSF), the Namibia Sports Commission (hereinafter referred to as the NSC), the Federation Internationale de l'Automobile (hereinafter referred to as the FIA) and all its sub-bodies, the Federation Internationale Motorcycliste (hereinafter referred to as the FIM), and all its sub-bodies including the African Motorcycle Union (hereinafter referred to as the AMU), as the body and representative of all motor sport activities in Namibia.
- 1.4 The abbreviation of the Swakop Karters is SK
- 1.5 The colours of the Club shall be Black, Blue, Orange, White.
- 1.6 The badge/emblem of SK shall be symbolic of motorsport.
- 1.7 This Constitution shall be subject to and regulated by the Namibia Sports Act, Act 12 of 2003 and regulations. The Constitution of the SK or any part thereof as contained herein shall not be added to or amended, save by a resolution, adopted by a majority of 2/3 of the persons entitled to vote and present at a Extraordinary General Meeting and/or Annual General Meeting.

ARTICLE 2 – OBJECTIVES

- 2.1 The club limits its participation regarding motorsport to the following genre's/categories:
 - 2.1.1 Karting
- 2.2 To develop, compete and promote motor sport in Namibia.
- 2.3 To affiliate itself with the governing body of motor sport in Namibia, which body is duly recognized as the Namibian Motorsport Federation of Namibia (NMSF) and abide to all its rules and regulations.

ARTICLE 3 – NEUTRALITY AND NON-DISCRIMINATION

- 3.1 The SK is neutral in matters of politics and religion.
- 3.2 Discrimination of any kind against a country, private person or group of people on account of race, skin colour, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, wealth, birth or any other status or any other reason is strictly prohibited and punishable by suspension or expulsion by the NMSF through the Namibia Sports Commission.

ARTICLE 4 – PROMOTING FRIENDLY RELATIONS

- 4.1 The SK shall promote friendly relations between its Members, Officials and Competitors and in society for humanitarian objectives.
- 4.2 Every member of SK involved in the sporting codes as offered by the NMSF is obliged to observe the relevant Statutes, regulations, and the principles of fairness as well as the principles of loyalty, integrity, and sportsmanship.

ARTICLE 5 – CONDUCT OF BODIES, MEMBERS AND OFFICIALS

- 5.1 The Bodies, Members and Officials of SK shall be bound by the constitution, rules, and regulations of the Club.

- 6.2 Members of SK must observe the Statutes, regulations, By-laws, directives, decisions, and the Code of Ethics of the FIA, FIM, NSC and the NMSF in their activities.

ARTICLE 6 – OFFICIAL LANGUAGE

- 6.1 The official language of SK shall be English. Official documents and texts shall be written in the English language.
- 6.2 The official language at the AGM shall be English

II. MEMBERSHIP (SUBMISSION, SUSPENSION AND EXPULSION)

ARTICLE 7 – SUBMISSION, SUSPENSION AND EXPULSION

- 7.1 The Executive Committee, shall decide whether to admit, suspend or expel a Member.

- 7.2 Membership of SK is terminated by resignation or expulsion. Loss of membership does not relieve the Member from its financial obligations, should any be pre-existing, towards SK or other Members of SK but leads to cancellation of all rights in relation to SK.

ARTICLE 8 – ADMISSION TO THE Swakop Karters

- 8.1 Admission may be granted if the applicant fulfils the requirements of SK and accepts the objects and rules of the Club.
- 8.2 The membership fee shall be determined by the executive committee each year
- 8.3 **Types of Membership**
- 8.3.1 **Founding members**
A founding member of the club is a person that was involved in, or whose membership commenced with, the club's foundation
- 8.3.2 **Full Members**
A full member of the club is a person who is an ordinary member/competitor/Parent
- 8.3.3 **Associate Members**
An associate member of the club is a person who is a member of the organization but has only partial rights and privileges or subordinate status.
- 8.3.4 **Honorary Members**
An honorary member of the club means a person who is elected to membership of the club for life.
- 8.4 Membership fees will fall due on the first day of each financial year of the club. The financial year end of the club will be the 31 October each year.
- 8.5 A register of members must be kept by the club showing the name, address, and date of commencement of membership for each member. Provision for noting the date of cessation of membership must also be contained in the register. Said register must be made available to the NMSF upon request.

ARTICLE 9 – PROCEDURE FOR APPLICATION

- 9.1 Any person wishing to become a Member of SK shall apply in writing by way of a Membership application form to the General Secretariat of SK.
- 9.2 Members changing or canceling membership shall notify the Secretary General in writing, who shall notify the executive committee at the next meeting.

ARTICLE 10 – MEMBERS RIGHTS

- 10.1 Membership does not, and shall not, give any member the right, title, interest, claim or demand in or to any of the monies or assets of the Club, but confers upon such members the privilege of entering

the grounds and premises of the Club, of using and enjoying the same, subject to such changes and reasonable restrictions as the committee may from time to time impose and subject to the rules and bye-laws in force for the time being.

- 10.2 The liability of a member is limited to the amount of his unpaid subscription and any monies owing to the Club.
- 10.3 If elected by the committee, membership shall be granted from the date of acceptance by the committee.
- 10.4 A member may at any time, by giving notice in writing to the Secretary, resign his membership of the Club, but shall be liable for any subscription, due and unpaid, at the date of resignation and for any other amounts owing to the Club.

ARTICLE 11 – MEMBERS OBLIGATIONS

- 11.1 It is the members obligations to adhere to all the rules and regulations of the SK as well as that of The Namibia Motorsport Federation.
- 11.2 Serve for the club at all functions

ARTICLE 12 – SUSPENSION

- 12.1 A member may be suspended from the club by the executive committee, if in the opinion of the committee, after affording the member an opportunity of offering an explanation of his/her conduct.
- 12.2 A member who wishes to appeal against a decision of suspension may do so by notifying the secretary in writing that he/she wishes the decision to be reviewed.

ARTICLE 13 – EXPULSION

- 13.1 A member may be expelled from the club by the executive committee, if in the opinion of the committee, after affording the member an opportunity of offering an explanation of his/her conduct.

ARTICLE 14 – RESIGNATION

- 14.1 Membership is terminated by resignation on written notice given at any time or expulsion. Such Member shall not be entitled to a refund of any fees or amounts paid in respect of any period after the date of resignation. Loss of membership does not relieve the Member from its financial obligations towards SK or other Members of SK but leads to cancellation of all rights in relation to SK.

III. HONORARY PRESIDENT AND HONORARY MEMBER

ARTICLE 15- HONORARY PRESIDENT AND HONORARY MEMBER

- 15.1 The Club may bestow the title of honorary member or life member upon any person(s) for meritorious service to Motorsport.
- 15.2 The Executive Committee shall make these nominations.
- 15.3 The honorary president/member or life member may be invited to take part in the Executive Committee. Club allows the member to vote

IV. ORGANIZATION (STRUCTURES)

ARTICLE 16- EXECUTIVE COMMITTEE

- 16.1 The Executive Committee is the supreme and legislative body of SK.
- 16.2 The Executive Committee is the Strategic and Oversight body of the SK.

- 10.3 Board members will be elected at the Annual General Meeting and will hold position till next Annual General Meeting every year.
- 10.4 Standing and ad-hoc committees shall advise and assist the Executive Committee in fulfilling its duties. Their duties, composition, and function are defined in this Constitution and/or special regulations drawn up by the Executive Committee.
- 10.5 The Executive Committee has the power to expel any of its members absents him/her from three (3) consecutive Executive Committee meetings unless leave was granted by rest of the Executive Committee.
- 10.6 If an Executive Committee position becomes vacant prior to the following Annual General Meeting, the Remaining Executive Committee members may appoint a member to that position until next Annual General Meeting. Only paid up members or Founding members may be appointed to the Executive Committee.

A. COUNCIL

ARTICLE 17 – DEFINITION AND COMPOSITION OF THE AGM

- 17.1 An Annual General Meeting (hereinafter referred to as "AGM") shall be held each year within six months from the end of the financial year of the club.
- 17.2 ~~The meeting shall comprise of the Club members and the Executive Committee.~~

ARTICLE 18 – DELIGATES AND VOTES

- 18.1 Each paid up member shall have one (1) vote.
- 18.1 Voting shall be by way of sealed ballot.
- 18.2 Should any open ballot be demanded, it should be taken in such a manner and at such time and place, including at that meeting, as the Chairperson of the meeting may direct.
- 18.3 The Chairperson or any other person acting as Chairperson of the AGM shall have a casting vote additional to his deliberative vote.
- 18.4 A declaration by the Chairperson of the meeting of the result of ballot shall be conclusive.

ARTICLE 19 – AREAS OF AUTHORITY

In addition to the powers conferred on the Executive Committee under any section or sections hereof, it shall be vested specifically with the following powers and duties, namely:

- 19.1 The management and control of affairs of the SK shall vest in the Executive Committee which shall have full power and authority to act in the best interest of motor sport and shall have the powers and authority required to achieve the objects of the SK.
- 19.2 Admit new members to SK.
- 19.3 Formulate policies governing the activities of the SK.
- 19.4 Make any rules, resolutions, or decisions that are necessary or expedient in order to achieve the objects of the SK.
- 19.5 To convene General meetings of the Club;
- 19.6 To make and give receipts, release, and other discharges for money payable to the Club and for claims and demands on the Club;
- 19.7 To open a banking account in the name of the Club and to draw cheques connected with the business to be signed by any one of the six signatories of the Exco.
- 19.8 To arrange for and approve the selection of teams representing the Club;

- 19.9 To arrange for the accounts of the Club to be audited annually by a competent person/company as nominated by the Executive Committee;
- 19.10 To set up Sub-Committees whether of members of the club or not wherever and whenever it may deem expedient. A member of the Executive Committee shall serve as a Chairperson on the sub-committees.
- 19.11 Act and be acted against in its own name, including, suing, and defending any action instituted by it or instituted against it.

ARTICLE 19.12 – FINANCIAL YEAR, AUDIT AND ACCOUNTS

- 19.12.1 The financial year-end of the SFC Swakop Karters shall be 31 October each year.
- 19.12.2 The Executive Committee shall have the authority to expend the funds of the Swakop Karters in such a manner as they consider fit, in accordance with the rules and subject to the objectives of the Swakop Karters.
- 19.12.3 The funds of the Swakop Karters shall be deposited into such bank accounts of the Swakop Karters as may be authorised by the Executive Committee from time to time, which accounts shall be operated by the Treasurer/Financial consultant, the Chairperson, Vice Chairperson or Secretary.
- 19.12.4 Signatories on all banking accounts shall be the Chairperson.
- 19.12.5 The Executive Committee shall agree upon any investment of the Swakop Karters funds.
- 19.12.6 Payment of membership fees shall be made in Namibian Dollars (N\$).
- 19.12.7 Each registered member of the Swakop Karters shall pay an annual subscription fee to be determined by the Executive Committee from time to time. The annual subscription fee shall be due and payable on the 28 February of each year.
- 19.12.8 Audited accounts of the Swakop Karters shall be tabled at the AGM and submitted to the NMSF as per NMSF directives.

ARTICLE 19.13 – INDEMNITY

- 19.13.1 The Executive Committee or any other appointed committee is not liable for any loss or damage arising out of any act done or omitted to be done in good faith on the authorization of the Executive Committee or any other appointed committee under this Constitution, unless such damage or loss is due to the Executive Committee or any other appointed committee's negligence or failure to comply with the Constitution.
- 19.13.2 A representative of the Executive Committee or any other appointed committee or a person employed in terms of this Constitution, is not liable for any loss or damage arising out of any act done or omitted to be done in good faith by that member or that person under this Constitution unless such damage or loss is due to that member's or person's misconduct, dishonesty, negligence, or failure to comply with this Constitution.

ARTICLE 19.14 – DISCIPLINARY COMMITTEE

- 19.14.1 The Swakop Karters Executive Committee shall appoint no less than three and no more than five individuals to be members of the Disciplinary Committee. The Executive Committee shall appoint the Chairperson and the Vice-Chairperson of the Disciplinary Committee.
- 19.14.2 Participants to a Disciplinary Hearing shall be member's clubs.
- 19.14.3 The responsibilities and functions of the Disciplinary Committee include the following: -
- 19.14.4 to consider, recommendations/proposals on whether or not to charge a participant.
- 19.14.5 to hear charges brought against any Club Member;
- 19.14.6 to fix a date for the disciplinary hearing and instruct the Secretary of the Club to serve the notice of the disciplinary hearing upon the Participant charged;

- 19.14.7 to summon the Participant charged to attend before it to give evidence in relation to the charges made against the Participant;
- 19.14.8 to consider and determine, after conclusion of the hearing, whether or not each charge has been proved;
- 19.14.9 to hear and consider pleas in mitigation;
- 19.14.10 to impose any penalties as decided upon;
- 19.14.11 to notify the Participant charged of the decision in writing.
- 19.14.12 to require the Participant charged to supply such further information and documents in its possession or under its control relating to the case as the Disciplinary Committee sees fit;
- 19.14.13 to reconsider the verdict and the penalty of disciplinary cases;
- 19.14.14 The Disciplinary Committee shall commence the proceedings of a disciplinary matter without delay.
- 19.14.15 If the matter in question does not fall within the competence of the Disciplinary Committee or if the proposed matter is evidently unfounded, the Chairperson of the Committee may dismiss the proposal immediately.
- 19.14.16 The meetings and the documents and other records handled or prepared thereat shall not be public.
- 19.14.17 The administrative handling of a disciplinary matter shall be carried out in writing. The Disciplinary Committee may, however, authorize a Party to express its views orally; however, such oral expression shall be recorded and reduced to writing by way of a transcription. The Hearing itself, however, shall be recorded and transcribed.

ARTICLE 19.5 – ABOLISHMENT OF THE Swakop Karters

- 19.15.1 The Swakop Karters shall endure as contemplated for an indefinite period until a majority of 75% of the persons entitled to vote and present vote in favour of its dissolution at a EGM, convened for that purpose and such resolution is confirmed at a further EGM held not less than thirty (30) days thereafter by a majority vote of the persons entitled to be present and vote thereon
- 19.15.2 The quorum for such a EGM shall be the delegates of 75% (seventy-five per cent) of the Club Members provided that if no quorum be present within 15 (fifteen) minutes after the time fixed for the meeting, a second meeting will be called within at least 21 (twenty-one) days thereafter. The decision reached by this second meeting will be valid regardless of the number of Club Members present.
- 19.15.3 Upon receipt of a notice of an EGM convened for the purpose aforesaid, the Treasurer shall obtain from the auditor, a Balance Sheet, reflecting the assets and liabilities of the Swakop Karters.
- 19.15.4 Subject to the provisions of 19.5.1, The Balance Sheet shall be tabled at the first EGM, following which proposals shall be made and accepted as to the liquidation of the affairs of the Swakop Karters.

ARTICLE 19.16 – DECLARATION OF INTEREST

- 19.16.1 All Executive Committee members will be compelled to declare in writing any and all interest in the form of:
- being a competitor;
 - being a sponsor;
 - being a team owner;
 - having competitor family members;
 - having any financial or other interest not specifically mentioned
- 19.16.2 This declaration will be done within 15 (Fifteen) days of being selected to office and then thereafter as circumstances warrants. This declaration will in all circumstances be circulated to all members as per normal Swakop Karters correspondence.
- 19.16.5 No Executive Committee Member may participate in any proceedings related in which he/she has a conflict of interest. Any business conducted at proceedings where an Executive Committee member participated in whilst any such interest is/was present will automatically render all business so conducted null and void.
-

V(Five). MEETINGS**ARTICLE 20 – QUORUM OF MEETINGS**

- 20.1 The quorum for any General Meeting shall be the delegates of 75% (seventy-five per cent) of the Club Members entitled to vote, provided that if no quorum be present within 15 (fifteen) minutes after the time fixed for the meeting, it shall, in the case of an Annual General Meeting or an Extraordinary General Meeting called by the Executive Committee, be postponed for 30 minutes where after the delegates present shall be deemed to be a quorum for the transaction of the business of the meeting or be postponed to the same day and hour the following week and at such adjourned meeting the delegates present shall be deemed to be a quorum for the transaction of the business of the meeting.
- 20.2 In the case of a Extraordinary General Meeting called by a requisition of Club Members, if no quorum is present upon the date fixed within 30 (thirty) minutes of the time fixed for the meeting, it shall be dissolved.
- 20.3 The Chairperson of any General Meeting may, with the consent of the meeting decided by majority vote of the persons entitled to vote at the meeting, adjourn the meeting from place to place and from time to time. No business shall be transacted at any adjourned meeting other than that business left unfinished at the meeting from which the adjournment took place.

ARTICLE 21 – DECISIONS OF THE EXECUTIVE COMMITTEE

- 21.1 The Club Chairperson will be chairing the monthly Executive Committee meetings, or in his absence, the Vice Chairperson/ Secretary and if the Vice Chairperson/Secretary is not available a Chairperson may be appointed another Executive Committee member to chair the meeting.
- 21.2 The Executive Committee shall further meet at such times as are required. No less than 7 (seven) days' notice must be given by the Secretary to the representatives of the Executive Committee of such further meetings unless all representatives of the Executive Committee agree to accept shorter notice.
- 21.3 The quorum for a meeting of the Executive Committee shall be 75% (seventy-five percent) of the representatives of the Council, excluding the EX-CO members.
- 21.4 Any decision by the Executive Committee shall be by majority vote by show of hands of the persons entitled to vote and present at the meeting.
- 21.5 Each person entitled to be present and to vote shall have one vote. The Chairperson shall, in the event that the vote is tied, have a casting vote additional to his deliberative vote. No voting by proxy shall be permitted.
- 21.6 The Chairperson shall cause minutes to be kept of the names of the representatives of the Executive Committee present at any meeting together with minutes of all resolutions and all proceedings taken at such meeting. Any such minutes or an extract there from, signed by the Chairperson shall be prima facie evidence of the matters therein stated. All correspondence, minutes of meetings must be kept on file at the Swakop Karters office.
- 21.7 A resolution in writing, which the majority of representatives of the Executive Committee approve, shall be valid and effective as if passed at a meeting of the Executive Committee.

ARTICLE 22 – ELECTIONS

- 22.1 The Executive Committee of the Swakop Karters shall serve a term of one (1) year. The Executive Committee shall be elected into each of the specific positions at the AGM of the Swakop Karters.
- 22.2 The Secretariat shall submit a list of vacancies to Club Members not less than 60 (sixty) days prior to the date

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of AGM.

- 22.3 If the position of the Chairperson becomes vacant, the Vice Chairperson will take up the position until the first AGM.
- 22.4 The vacancy of the Vice Chairperson/Secretary or any other Executive Committee member had to be filled by the person who drew second most votes at the previous AGM. Such person would also have voting power on decisions of the Executive Committee.

ARTICLE 23 – ANNUAL GENERAL MEETING

- 23.1 AGM shall be convened by the Secretary giving notice in writing to all Clubs.
- 23.2 In the case of the annual general meeting the following business must be transacted:
- 23.2.1 Confirmation of the minutes of the last Annual General Meeting and any recent Extraordinary General meeting;
- 23.2.2 Receipt of the committee's report upon the activities of the club in the last financial year;
- 23.2.3 Receipt and consideration of a statement from the committee which is not misleading and gives a true and fair view for the last financial year of the club's, income and expenditure, assets, and liabilities, mortgages, charges and other securities, trust properties.
- 23.2.4 Election of office bearers and other members of the Executive Committee;
- 23.3 Notice of the intention to rescind, add to or amend the Constitution, if required to be dealt with at an AGM of the Swakop Karters, shall be given in writing by the intending mover therefore to the Secretary not later than two months prior to the date of the AGM. Any disagreements to such notice must be corresponded to the Secretariat by no later than one month prior to the AGM. The Secretary shall give written notice of the intended rescission, additions, or amendments to all Club Members within 14 days after receiving such notice.
- 23.4 An Annual General Meeting and/or a meeting called for the passing of a special resolution shall be called by no less than twenty-one (21) clear days' notice, in writing and any other general meeting shall be called by no less than fourteen (14) clear days' notice in writing. The notice shall be inclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day, and the hour of the meeting and shall be given in a manner hereinafter mentioned, provided that a meeting (AGM or General) shall notwithstanding the fact that it is called by shorter notice than the specified period be deemed to have been duly called, if it is so agreed by the majority in number of the Club members having a right to attend and vote at the meeting, being a majority holding not less than seventy-five (75%) of the total voting rights of all members.
- 23.5 If required by the Club Members, an Extraordinary General Meeting (EGM) could be held in order to discuss the matters giving rise to the notice referred to in Art 23.3. The provisions of Art 25.2 shall apply in such instances.
- 23.6 Any decision taken by majority vote at the EGM would be binding to all the members of the Swakop Karters.
- 23.7 Notice of the date, time, and place for the holding of the AGM shall be given in writing not later than one month prior to the meeting.
- 23.8 The Chair at an AGM shall be taken by the Chairperson of the Swakop Karters or in his absence by the Vice Chairperson. Should both be absent, the Club Members shall elect a Chairperson for the meeting from among the other members of the Executive Council present, if any or, failing their presence, the Chairperson shall be elected being a person who is entitled to vote at an AGM from among those member's present.
- 23.9 Decisions shall be taken at the AGM by voting.

ARTICLE 24 – ANNUAL GENERAL MEETING AGENDA

1. Welcome
2. Attendance
3. Apologies
4. Conflicts of interest declaration regarding the agenda
5. Adoption of the Agenda
6. Minutes of the previous AGM
7. Minutes of the Extraordinary General Meeting (if applicable at the time)
8. Financials
9. Club Chairperson Report
10. Presentation of Voting Credentials
11. Voting
12. General

ARTICLE 25 – EXTRAORDINARY GENERAL MEETING (EGM)

- 25.1 The Executive Committee may at any time through the Secretary call an Extraordinary General Meeting (hereinafter referred to as "EGM") of paid up members of the Swakop Karters by giving not less than 21 (twenty-one) days' notice in writing to each Club Member, such notice specifying for what object or objects the meeting is called. The accidental omission to give such a notice to any of the Club Members or the non-receipt of such notice by any member shall not invalidate any resolution passed at the meeting.
 - 25.2 The Executive Committee, shall requisition the Secretary to convene an EGM within ten (10) days of receipt of a written requisition to that effect signed by not less than the quorum as per Article 20.1 specifying any resolution(s) proposed or other business to be discussed.
 - 25.3 Any decision taken by 2/3 majority vote at the EGM would be binding to all the members of the Swakop Karters.
 - 25.4 Notice of the date, time, and place for the holding of an EGM shall be given in writing.
 - 25.5 The Chair at an EGM shall be taken by the Chairperson of the Swakop Karters or in his absence by the Vice Chairperson. Should both be absent, the delegates shall elect a Chairperson for the meeting from among the other representatives of the Executive Committee present, if any or, failing their presence, the Chairperson shall be elected being a person who is entitled to vote at an AGM from among those member's present.
 - 25.6 An Extraordinary General meeting, whichever applies, and a meeting called for the passing of a special resolution shall be called by no less than twenty-one (21) clear days' notice, in writing and any other general meeting shall be called by no less than (fourteen (14) clear days' notice in writing. The notice shall be inclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day, and the hour of the meeting and shall be given in a manner hereinafter mentioned, provided that a meeting (EGM or General) shall notwithstanding the fact that it is called by shorter notice than the specified period be deemed to have been duly called, if it's so agreed by the majority in number of the members having a right to attend and vote at the meeting, being a majority holding not less than seventy-five
-

(75%) of the total voting rights of all members.

- 25.7 Decisions shall be taken at an EGM by voting as in Art 23 above.

ARTICLE 25.8 –GENERAL MEETINGS

- 25.8.1 General meetings of the Club should be held once a month or whenever the Executive Committee deems it fit.

25.8.2 To consider any resolution concerning the affairs of the Club, of which due notice has been given.

- 25.8.3 Any business concerning the affairs of the Club.

- 25.8.4 The committee may, however, at any general meeting, bring forward any business other than changes to this constitution which it considers requires the immediate decision of ordinary members of the Club.

- 25.8.5 Only ordinary members of the club shall have a vote at general meetings. Members belonging to any other classes of membership may attend general meetings, but shall not be entitled to vote or have a voice in the management of the Club's affairs.

- 25.9.6 The quorum for a general meeting shall be five (5) ordinary members, entitled to vote, provided that if no quorum is present within 15 minutes after the time fixed for the meeting, the meeting shall in the case of an annual general meeting, or a special general meeting called by the committee, be postponed and to be held in the same place, day and hour in the following week and at such adjourned meeting the ordinary members present and entitled to vote shall be deemed to be a quorum for the transaction of all the business of the meeting.

- 25.9.7 All matters at general meetings shall be decided by a simple majority of votes unless otherwise provided for in these rules. All votes shall be by show of hands, unless a ballot is demanded by not less than five (5) ordinary members, present and entitled to vote. The Chairperson shall fix the mode of such ballot.

- 25.9.8 In all cases of equality of votes at a general meeting the chairperson shall have a casting vote.

- 25.9.9 The chair at all meetings of members shall be taken by the chairperson of the committee, or in his absence, his deputy. Should both be absent, the ordinary members present and entitled to vote shall elect a chairperson for the meeting.

- 25.9.10 Any new rule or alteration to an existing rule or ratification of a rule, shall require the sanction of at least two-thirds of the ordinary members present and entitled to vote at a general meeting.

ARTICLE 26 –AMENDMENTS OF STATUTES

- 26.1 Notice of the intention to rescind, add to or amend the statutes of the Constitution, if required to be dealt with at an AGM or EGM of the SFC Swakop Karters shall be given in writing by the intending mover therefore to the Secretary not later than two months prior to the date of the AGM or EGM. Any disagreements to such notice must be corresponded to the Secretariat by no later than one month prior to the AGM or EGM. The Secretary shall give written notice of the intended rescission, additions, or amendments to all the affiliated clubs within 14 days after receiving such notice.

ARTICLE 27 –MINUTES

- 27.1 The Secretary shall be responsible for recording the minutes at all the Executive Committee meetings. The minutes shall be checked by Scrutinizers, circulated to Club Members, and finally approved at the next Executive Committee meeting.
- 27.2 Proper minutes shall be kept of all general club meetings and it shall be the responsibility of the meeting secretary to submit copies of the minutes of all such meetings to the Club Members and to the Executive Committee.
-

ARTICLE 28 –EFFECTIVE DATES OF DECISIONS

- 28.1 Matter will be resolved at monthly general meetings
- 28.2 Matters which cannot be resolved at monthly general meetings will be referred to the Executive Committee for resolution.
- 28.3 Matters referred to the Executive Committee for resolution will be discussed at the monthly Executive Committee meeting. Decisions taken by the Executive Committee meeting on these matters shall become in effect within 10 (Ten) day after the meeting unless the Executive Committee fixes another date for the decision to take effect
- 28.4 Decisions taken at the AGM or EGM shall become into effect by members within 30 (Thirty) days after the close of the AGM or EGM, unless the Executive Committee fixes another date for a decision to take effect

B. EXECUTIVE COMMITTEE**ARTICLE 29-COMPOSITION**

- 29.1 There shall be one Executive Committee of Swakop Karters:
 - 29.1.1 President
 - 29.1.2 Chairperson
 - 29.1.3 Vice Chairperson
 - 29.1.4 Secretary
 - 29.1.5 Treasurer
-

C. CHAIRPERSON**ARTICLE 30-DUTIES OF THE CHAIRPERSON**

- 30.1 The prime function of the chairperson is to coordinate all the activities of the Club and leading/guiding other Executive Committee members in carrying out their duties
 - 30.2 The Chairperson shall preside over all general meeting, meetings of the Executive Committee and Finance Committee.
 - 30.3 In the event of the Chairperson leaving office prior to completion of his or her term, the Vice Chairperson shall serve in a temporary capacity as Acting Chairperson until the next AGM.
-

ARTICLE 31- DUTIES OF THE VICE-CHAIRPERSON

- 31.1 In the event of the Chairperson leaving office prior to completion of his or her term, the Vice Chairperson shall serve in a temporary capacity as Acting Chairperson until the next AGM.
-

F. GENERAL SECRETARY**ARTICLE 32- DUTIES OF THE SECRETARY**

Subject to the direction of the Executive Committee, the General Secretary shall:

- 32.2 Implement the policy and decisions of the Executive Committee.
- 32.3 Safeguard at all times and in every respect the interests of the Swakop Karters
- 32.4 Act as the general administrator of the Swakop Karters
- 32.5 Direct the financial administration of the Federation, including the collection of annual dues from affiliates, and direct and implement all financial and other business operations and transactions involving the Federation.
- 32.6 Keep all proper financial accounts and records current, including information with respect to all income

and disbursements in accordance with Federation policies and Rules.

- 32.7 Engage staff who shall be under the control and supervision of the General Secretary and shall perform such duties as may be assigned to them.
- 32.8 Perform such additional functions as are set out in these Rules or as may be determined from time to time by Congress, the Central Committee, or the Executive Committee, or as agreed upon with the President.

V(vee). FINANCE

ARTICLE 33- DUTIES OF THE TREASURER

- 33.1 Direct the financial administration of the Federation, including the collection of annual dues from affiliates, and direct and implement all financial and other business operations and transactions involving the Federation.
- 33.2 Keep all proper financial accounts and records current, including information with respect to all income and disbursements in accordance with Federation policies and Rules.

This Constitution in its present form was amended according to the directives of the Namibia Motorsport Federation (NMSF) and the Namibia Sports Commission (NSC) and adopted at Swakopmund on the 20 day of September 2021.




.....
Swakop Karters Chairperson

.....
Swakop Karters Vice Chairperson



Appendix 7: Stakeholder Engagement Structure (Plan 2023-2025)



Swakop Karters

P. O. Box 673

SWAKOPMUND

TEL:

0811494088

e-mail: service@kartstore-namibia.com

30 August 2021

Municipality of Swakopmund

PO Box 53,

Swakopmund,

Namibia

+264 84 4104111

Attn: CEO Swakopmund Municipality

RE: Application for Land**INTRODUCTION:**

"Swakop Karters" is a newly founded Motorsport Club. We were a sub-section of the "SFC Sports Club" in Swakopmund from the beginning of 2019. Before joining the SFC, we were members of the Windhoek Motor Club.

We are currently competing with racing go-karts in the National Championship of Namibia (ROTAX MAX Challenge Namibia) in six categories. In 2019 we had 6 national races, 5 on Tony Rust racetrack in Windhoek, and for the first time in Namibian history, one national race in Swakopmund on the rental track next to the airport. This event was a remarkable success! Since then, we received a lot of interest from the public to join the karting. As a result, the member number grew from 5 drivers in January to 30 drivers in July 2021. The club has decided to affiliate with the "Namibia Motorsport Federation (NMSF)" as a club to participate in the national calendar for 2020 and 2021. From 2020 we are now able to host our own official club and national races as a club.

For 2021, Swakopmund will host 4 nationals and 1 club championship races, together with 1 International Cup in December 2021. The International Cup was successfully held the first time in December 2020, with 5 top drivers from South Africa joining. Amongst them was the South African Champion in DD2 Masters class, together with the African Open champion in Mini Max class. This was the first big step forward and towards our goal to grow karting at the coast!

WHAT DO WE WANT:

The club is requesting to lease a piece of land (about 5 hectare) next to the current go kart track in Swakopmund. On this land, we want to build a new kart racetrack according to international safety and racing standards, to give karting as a motorsport at the coast a new home base. The Club furthermore aims to gain more members and to offer Swakopmund a new opportunity of motorsport at the coast. Karting can be started with the age of 5/6 years and is the best way to start motorsports. All world class Formula 1 or other drivers have their motorsport roots in karting.

Swakop Karters

P. O. Box 673

SWAKOPMUND

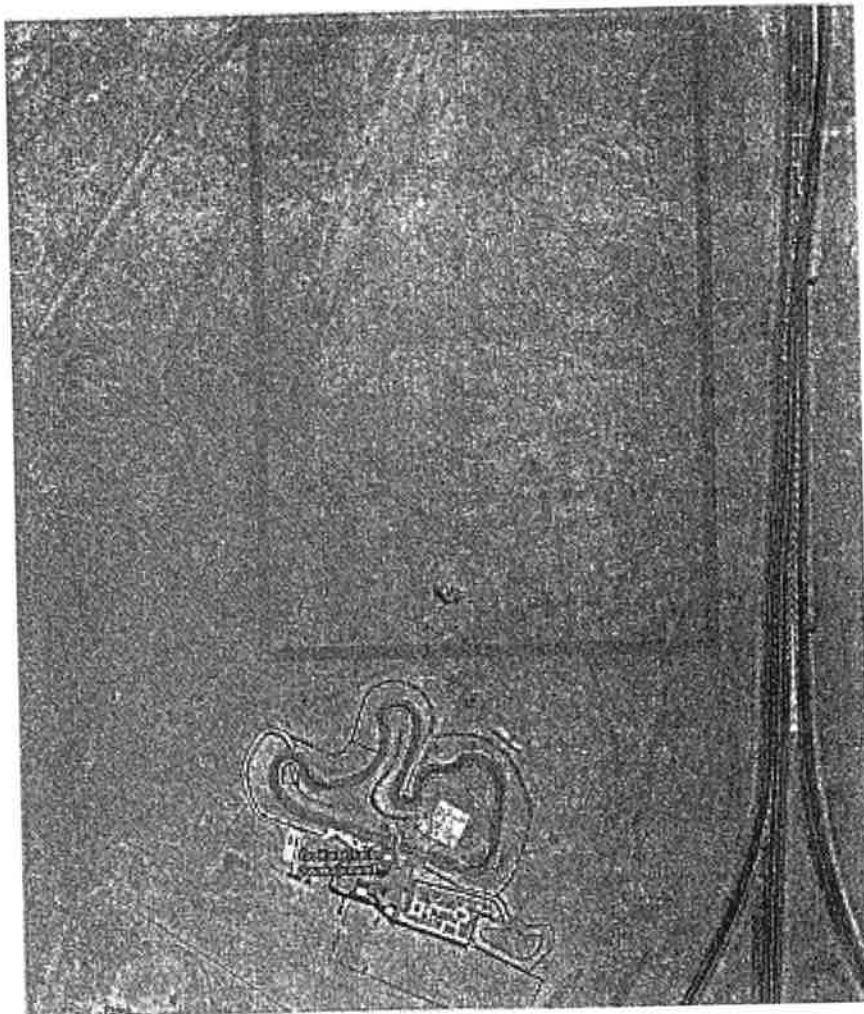
TEL:

0811494088

e-mail: service@kartstore-namibia.com**LOCATION OF TRACK:**

The ideal location for our track is indicated on the map below. It is directly bordering the current kart track. We are planning to combine both facilities to accommodate rental and racing karts.

Due to high traffic around this area and the noise coming from the traffic we assumed that this might not be a sought-after piece of land for other normal development.



Swakop Karters

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OUR AIM:

Our main aim is to build a new racing kart track here in Swakopmund. It is critical to have a proper racetrack, built to the international racing and safety standards, to be able to host national and international events.

The sport can only grow to its full potential and draw international attention to our town Swakopmund on a proper racetrack.

South Africa is a big karting nation and is recognized worldwide, producing karting world champions year on year. We strive to create the facility where Swakopmund in order that Namibia can cultivate a go kart world champion. We aim to involve children, from as young as 5 years old, in the racing sport.

WHY ANOTHER RACETRACK:

We see the karting in South Africa as a perfect model. We strive to build a racetrack to international racing and safety standards, same as several racetracks in South Africa. There is not a proper safe go kart track in Namibia, hence Namibia won't be able to draw South African or other African or even international drivers to events in Namibia. We have keen interest locally in karting, but we need the facility to grow to new heights and put Swakopmund and Namibia "on the map" as a want to be destination internationally.

The track that we currently use in Swakopmund does not belong to the club; we can only practice or race when allowed by the owners. We are very fortunate to get this opportunity to be able to use the track, but it is not a complete an ideal solution to what the club wants to achieve.

2018 FIA/CIK STANDARDS FOR A TRACK:

(In red are the actual specs of the Swakopmund track)

- Length of permanent and temporary circuits: 800 m minimum. Non- gearbox classes: 1,700 m maximum. Gearbox classes: 2,500 m maximum. (495m)
- Width of permanent and temporary circuits: 7 m min., 12 m max. (6,4m)
- Gradient of circuits: Longitudinal: 5% maximum Transversal: 10% maximum.
- Start/Finishing straight line of permanent or temporary circuits: Minimum 100 m. (75m)
- Tunnel: Width of the track, plus 1.8 m of run-off area (protections included) on both sides of the track. Minimum height 2.5 m. (No tunnel, tunnels are optional)
- Bridge: Width of the track, plus 1.8 m of run-off area (pastoral type protections) on both sides of the track. (No bridge, bridges are optional)
- Surface: Asphalt on the entire length of the track. (Very weak chip and spray layer)
- Lighting: For night, an absolute lighting of a minimum of 200 Lux is necessary, and for the Servicing Parks a minimum of 150 Lux is necessary. (No lightning)
- Deceleration lane and exit lane: Intersections of deceleration (We have a small pit area, not to standards)

Swakop Karters

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As can be seen above, the track in Swakopmund does not comply with any of the given minimum specifications. A big issue is also the quality of the track surface. The tar surface is very bad, resulting in tremendous wear and tear on our tyres. We use racing tyres, which are very expensive. On the existing track in Swakopmund, we have about 50% more wear compared to the South African tracks. This has a huge budgetary impact during a full season of karting for the participants. It is also not safe to run high speeds with little grip on the tyres.

PRIMARY GOALS:

We want to increase the number of drivers! We want to grow the sport in Namibia! At our last national karting event, we had 25 entrants. In 2018 we were about 10 drivers in the Namibian national championship. Our aim is to reach 35 drivers competing in 2021. Comparing to South Africa, they had 105 drivers at the last national event in Zwartskop in 2021.

SECONDARY GOALS:

We want to be able to host the annual African Karting Rotax Championship at our new track. We are in personal contact with the organizers of this event. They would gladly assist and support us with this event. This will again make huge waves in karting for Namibia. This event will bring more than 100 drivers from Angola, Botswana, Mozambique and South Africa participating in the African Karting Rotax Championship.

Furthermore, we strive to be incorporated into the South African national championship. At the moment South Africa have 4 major national legs, iDube (Natal), Vereeniging (Johannesburg), Killarney (Cape Town) and Zwartskop (Pretoria). Our vision is to be a 5th national at our new track in Swakopmund. Logistically it would make sense, because the distance from Cape Town to all other tracks is similar as to Swakopmund. This would be a 5-year plan to be realized, but all on the concept of promoting the world class karting from South Africa on our local track. Best advertising for karting in Namibia.

COSTING OF TRACK:

We don't have final costings yet to build a track, but our very first step is to get land with an approved EIA. Once we have the land, we then can start the track layout and facility design; parking, club house, toilets, pits, water, electricity, communication, etc.

We however have travelled to Benoni in South Africa in August 2019 to visit a brand-new kart track that was built. We have had meetings with the investor, gaining valuable information on how to go about to achieve such a dream.

WE are in contact with a track design company from UK, called Apex. They are one of the kingpins in designing kart tracks worldwide. They are willing to assist us, supplying us with a design and technical data for a CIK approved track, custom made to our facilities. These costs would be around N\$ 200 000.

Swakop Karters

P. O. Box 673
 SWAKOPMUND
 TEL:
 0811494088
 e-mail: service@kartstore-namibia.com



We however know that a new track will cost us about 4 to 6 million Namibia Dollars. This will be the track only. The biggest cost is the Asphalt. An alternative option would be to work with a chip and spray surface, this however lowers the quality of the track.

OTHER SPORTS INTERESTED:

We have the idea of incorporating other sports into our facility, as we are a sports club. Super Moto bikes are ideal on these tracks, practiced a lot in SA. Starts and finishes for Rally, bike races, etc. are common and would be excellent for this. Advanced driving schools organised through the motor industries are very popular. Oval races are popular. There are many options which can be interesting to evolve a sporting arena at this facility!

HOW TO FINANCE THE PROJECT:

The Club does not have the finances to build a track like this. If we are fortunate to get a piece of land, we will take the next step of planning all important aspects for and around the track. The investor for the track in Benoni did offer his expertise for this. After planning we will be able to get exact figures of costing. With these, we will be able to approach possible investors locally or overseas.

SERVICES TO THE ALLOCATED LAND:

Water will be required at the track. The water reservoir and pump station are not far away from the land we have in mind. A Water tank would do for the short term.

Electricity is not around. We would consider solar.

Sewerage; we don't have enough information about this.

Road access would be from the karting track.

CONCLUSION:

Swakop Karters as a subsection of the SFC Swakopmund Sport Club is seeking the support of the Municipality of Swakopmund to help us to acquire land to develop a facility with a go kart track that will attract many visitors to our town and region.

We trust that you consider our application favorably. Please feel free to contact us for any further clarification and consultation.

Swakop Karters

P. O. Box 673

SWAKOPMUND

TEL:

0811494088

e-mail: service@kartstore-namibia.com

Kind Regards,

A handwritten signature in black ink, appearing to read 'Jörg Goldbeck'.

Jörg Goldbeck
(Swakop Karters Chairman)



Ref No: 13/31/15

MUNICIPALITY OF SWAKOPMUND

☎ (064) 4104217

☎ (064) 4104208

☑ 53 Swakopmund

NAMIBIA

🌐 www.swkmun.com.na✉ enakale@swkmun.com.na

Enquiries: Ms E Nakale

20 October 2021

Swakop Karters
P O Box 673
SWAKOPMUND
13001

✉ service@kartstore-namibia.com

Dear Mr J Goldbeck

APPLICATION FOR LAND - GO-KART TRACK AND FACILITIES

I acknowledge receipt of your letter dated 30 August 2021 (received on 18 October 2021) the content whereof is noted.

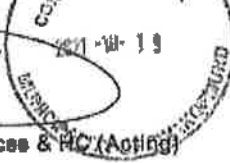
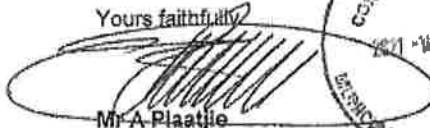
Please take note of the following in respect of your application:

1. Should your application be successful, we will require:
 - (a) the constitution or other documentation confirming that Swakop Karters is a club;
 - (b) documentation showing affiliation to SFC Swakopmund Sport Club; and
 - (c) confirmation from Namibia Motor Sport Federation that you are affiliated.
2. Council has different rental tariff structures in place for non-profit entities (e.g. clubs) and commercial entities.
3. Council's standard lease period is 5 years; Council has allowed 9 years 11 months for well motivated applications.
4. Comments will be requested from the various departments regarding the future planning and suitability of the area applied for by you. Apart from the track, no permanent structures may be constructed on lease land.
5. Once the comments from the departments are received, a submission will be prepared for consideration by Council's Management Committee. The Management Committee will propose a recommendation to Council for consideration and approval.
6. If Council approves the application, the proposed lease will published for possible objections in terms of section 63 of the Local Authorities Act 23 of 1992.
7. Irrespective whether objections are received or not, permission must be obtained from the Ministry of Urban and Rural Development in order to proceed with the lease transaction.

The above process might take up to four months to finalize. You will be informed of the progress of the application.

For any enquiries, please contact Mr. E. Nakale at ☎ 064-4104217.

Yours faithfully,



Mr. A. Plastje
GM: Corporate Services & HC (Acting)

/sb

Copy: GM: Engineering & Planning Services Department

13/3/15



30 March 2022

Mr. Alfeus Archie Benjamin
Chief Executive Officer
Municipality of Swakopmund
PO Box 53,
Swakopmund,
Namibia

Dear Mr. Benjamin

SUBJECT: APPLICATION FOR LAND TO BUILD NEW INTERNATIONAL KART RACE TRACK

INTRODUCTION:

It is with humility that we present our compliments to your good office. "Swakop Karters" is a newly founded motorsport club. We were a sub-section of the "SFC Sports Club" in Swakopmund from the beginning of 2019. Before joining the SFC, we were members of the Windhoek Motor Club. From 2022 we will be going as an independent Club, "Swakop Karters". We are growing in numbers well, and have decided to found our own Motorsport Club.

We are currently competing with racing go-karts in the National Championship of Namibia (ROTAX MAX Challenge Namibia) in six categories. In 2019 we had 6 national races, 5 on Tony Rust racetrack in Windhoek, and for the first time in Namibian history, one national race in Swakopmund on the rental track next to the airport. This event was a remarkable success! Since then, we received a lot of interest from the public to join the karting. As a result, the member number grew from 5 drivers in January to 30 drivers in July 2021. The club has decided to affiliate with the "Namibia Motorsport Federation (NMSF)" as a club to participate in the national calendar for 2020 and 2021. From 2020, we are now able to host our own official club and national races as a club.

For 2021, Swakopmund will host 4 nationals and 1 club championship races, together with 1 International Cup in December 2021. The International Cup was successfully held the first time in December 2020, with 5 top drivers from South Africa joining. Amongst them was the South African Champion in DD2 Masters class, together with the African Open champion in Mini Max class. This was the first big step forward and towards our goal to grow karting at the coast!

WHAT DO WE WANT:

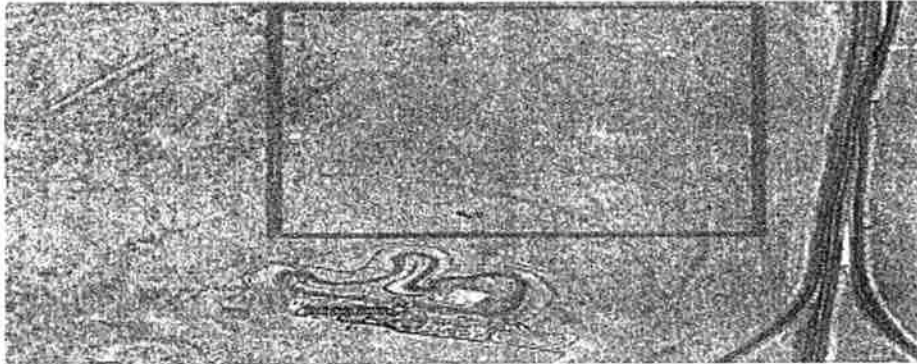
The "company" is requesting to lease/buy a piece of land (about 7 to 9 hectares) in Swakopmund. On this land, we want to build a new kart racetrack according to international safety and racing standards, to give karting as a motorsport at the coast a

new home base. The "Company" furthermore aims to gain more members and to offer Swakopmund a new opportunity of motorsport at the coast. Karting can be started with the age of 5/6 years and is the best way to start motorsports. All world class Formula 1 or other drivers have their motorsport roots in karting.

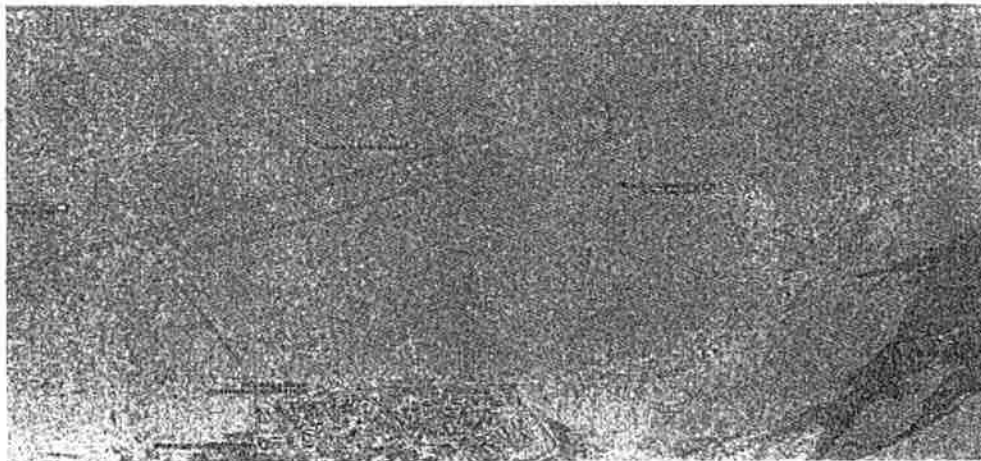
We have identified 3 areas for our new karting track:

LOCATION OF POSSIBLE TRACKS:

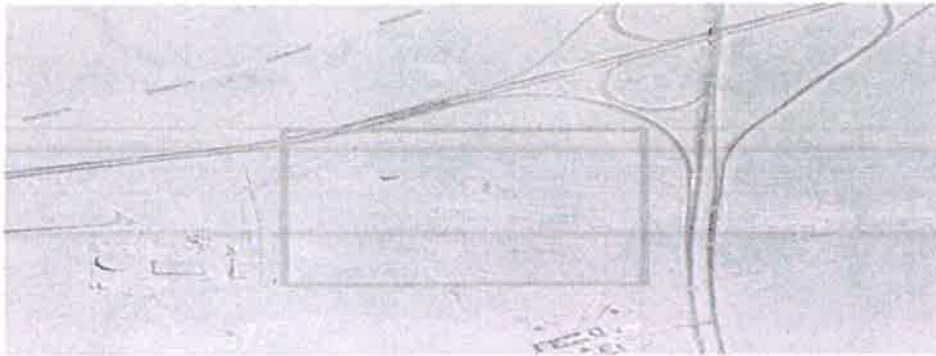
OPTION A:



OPTION B:



OPTION C:



These are ideal location for our track is indicated on the map above. Due to high traffic around this area and the noise coming from the traffic we assumed that this might not be a sought-after piece of land for other normal development.

OUR AIM:

Our main aim is to build a new racing kart track here in Swakopmund. It is critical to have a proper racetrack, built to the international racing and safety standards, to be able to host national and international events. The track will be planned and design by a company in England, "Apex". They have recently design the new karting track in Bahrain, which will be the host of the Rotax World Finals in December 2021. They also design numerous Formula 1 tracks! They will design our track to "A-Grade" FIA levels, which will put us in the position to host World Championships in Swakopmund!

The sport can only grow to its full potential and draw international attention to our town Swakopmund on a proper racetrack.

South Africa is a big karting nation and is recognized worldwide, producing karting world champions year on year. We strive to create the facility where Swakopmund in order that Namibia can cultivate a go kart world champion. We aim to involve children, from as young as 5 years old, in the racing sport.

WHY ANOTHER RACETRACK:

We see the karting in South Africa as a perfect model. We strive to build a racetrack to international racing and safety standards, same as several racetracks in South Africa. There is not a proper safe go kart track in Namibia, hence Namibia won't be able to draw South African or other African or even international drivers to events in Namibia.

We have keen interest locally in karting, but we need the facility to grow to new heights and put Swakopmund and Namibia "on the map" as a want to be destination internationally.

The track that we currently use in Swakopmund does not belong to the club; we can only practice or race when allowed by the owners. We are very fortunate to get this opportunity to be able to use the track, but it is not a complete an ideal solution to what the club wants to achieve.

2019 FIA/CIK STANDARDS FOR A TRACK:

*(in red are the actual specs of the Swakopmund track)

- Length of permanent and temporary circuits: 800 m minimum. Non- gearbox classes: 1,700 m maximum. Gearbox classes: 2,500 m maximum. (495m)
- Width of permanent and temporary circuits: 7 m min., 12 m max. (6,4m)
- Gradient of circuits: Longitudinal: 5% maximum Transversal: 10% maximum.
- Start/finishing straight line of permanent or temporary circuits: Minimum 100 m. (75m)
- Tunnel: Width of the track, plus 1.8 m of run-off area (protections included) on both sides of the track. Minimum height 2.5 m. (No tunnel, tunnels are optional)
- Bridge: Width of the track, plus 1.8 m of run-off area (pastoral type protections) on both sides of the track. (No bridge, bridges are optional)
- Surface: Asphalt on the entire length of the track. (Very weak chip and spray layer)
- Lighting: For night, an absolute lighting of a minimum of 200 Lux is necessary, and for the Servicing Parks a minimum of 150 Lux is necessary. (No lightning)
- Deceleration lane and exit lane: intersections of deceleration (We have a small pit area, not to standards)

As can be seen above, the track in Swakopmund does not comply with any of the given minimum specifications. A big issue is also the quality of the track surface. The tar surface is very bad, resulting in tremendous wear and tear on our tyres. We use racing tyres, which are very expensive. On the existing track in Swakopmund, we have about 50% more wear compared to the South African tracks. This has a huge budgetary impact during a full season of karting for the participants. It is also not safe to run high speeds with little grip on the tyres.

PRIMARY GOALS:

We want to increase the number of drivers! We want to grow the sport in Namibia! At our last national karting event, we had 25 entrants. In 2018 we were about 10 drivers in the Namibian national championship. Our aim is to reach 35 drivers competing in 2021. Comparing to South Africa, they had 105 drivers at the last national event in Zwartkop in 2021.

SECONDARY GOALS:

We want to be able to host the annual African Karting Rotax Championship at our new track. We are in personal contact with the organizers of this event. They would gladly assist and support us with this event. This will again make huge waves in karting for Namibia. This event will bring more than 100 drivers from Angola, Botswana, Mozambique and South Africa participating in the African Karting Rotax Championship.

Furthermore, we strive to be incorporated into the South African national championship. At the moment South Africa have 4 major national legs, iDube (Natal), Vereeniging (Johannesburg), Killarney (Cape Town) and Zwartskop (Pretoria). Our vision is to be a 5th national at our new track in Swakopmund. Logistically it would make sense, because the distance from Cape Town to all other tracks is similar as to Swakopmund. This would be a 5-year plan to be realized, but all on the concept of promoting the world class karting from South Africa on our local track. Best advertising for karting in Namibia.

COSTING OF TRACK:

We don't have final costings yet to build a track, but our very first step is to get land with an approved EIA. Once we have the land, we then can start the track layout and facility design; parking, club house, toilets, pits, water, electricity, communication, etc. We will be using an international company based in the UK for the design of the race track.

We however have travelled to Benoni in South Africa in August 2019 to visit a brand-new kart track that was built. We have had meetings with the investor, gaining valuable information on how to go about to achieve such a dream.

We however know that a new track will cost us about 4 to 6 million Namibia Dollars. This will be the track only. The biggest cost is the Asphalt. An alternative option would be to work with a chip and spray surface, this however lowers the quality of the track.

OTHER SPORTS INTERESTED:

We have the idea of incorporating other sports into our facility. Super Moto bikes are ideal on these tracks, practiced a lot in SA. Starts and finishes for Rally, bike races, etc. are common and would be excellent for this. Advanced driving schools organised through the motor industries are very popular. Oval races are popular. There are many options which can be interesting to evolve a sporting arena at this facility!

HOW TO FINANCE THE PROJECT:

If we are fortunate to get a piece of land, we will appoint "Apex" which is an international design company based in the UK to start designing the layout. Thereafter we will accumulate the costing and appoint a main contractor to build the track.

SERVICES TO THE ALLOCATED LAND:

Water will be required at the track. The water reservoir and pump station are not far away from the land we have in mind. A Water tank would do for the short term.

Electricity is not around. We would consider solar.

Sewerage; we don't have enough information about this.

Road access would be from the karting track.

CONCLUSION:

In view of the above, we are seeking the support of the Municipality of Swakopmund to help us to acquire land to develop a facility with a World Class go kart track that will attract many visitors to our town and region. This will significantly boost the local and regional economy. This track will be the first of its kind in Namibia and will be built as per international standards.

We trust that you consider our application favorably. Please feel free to contact us for any further clarification and consultation.

Yours sincerely,

Elmo Kaiyamo
Project Coordinator
(0811299962)

11.1.10 **EXTENTION 40, 41 AND 42, SWAKOPMUND "WAGDAAR"**
(C/M 2023/05/29 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 May 2023,
Addendum **7.7** page **115** refers.

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

1. INTRODUCTION

The purpose of this submission is to inform Council on the progress in respect of *Wagdaar* and to obtain approval for the conditions of sale.

Council will hold a Public Meeting at the Multi-Purpose Centre on Sunday, **14 May 2023** to issue occupation certificates for the registered occupants in Ext 41, Swakopmund. Attached maps of Ext 40 (**Annexure "A"**); Extension 41(**Annexure "B"**) , Ext 42 (**Annexure "C"**) and an aerial photo is also attached as **Annexure "D"** indicating the informal structures on the erven.

2. BACKGROUND

On **24 February 2022** Council endorsed the latest lists of the beneficiaries in Ext 40, 41 and 42 as follows under item 11.1.24:

- (a) *That Council endorses the latest updated lists of the beneficiaries in Extension 40, 41 and 42.*
- (b) *That each beneficiary be issued with a preliminary rights of use letter.*

There are 270 single residential erven in Extension 41 which is occupied by 268 structures/ people/ households and 2 erven are vacant. The number of single residential erven in Extension 40 is 233 and in Extension 42 is 244. The Housing Section still need to register the occupants in Extension 40 and 42.

3. COST OF LAND

In 2022, Engineering and Planning Service Department estimated to design and install the municipal services (water, sewer, gravel roads and full electrical) to Extension 40, 41 and 42 will cost Council an amount of N\$ 90 million. With several discussions on which extension(s) to be prioritized with services, it was finally agreed to attend to the development of Ext 42 and partially of 41, due to configuration of the municipal infrastructure.

Cost estimates by the Engineering and Planning Services Department to provide services to Extension 42 were used as a basis for the cost of land calculations. Plan, design and installing the necessary services to Ext. 42 will amount to at least N\$32 Million and this will give an estimated development cost of at least N\$165/m².

Standard residential erven in Extension 42 range from 300m² up to 725m². By applying the development cost to a 300m² erf the cost contribution to service this erf will amount to N\$ 49 500.00 and the cost contribution to service a 725m² will amount to N\$119 625.00.

4. **THE TIMELINE FOR THE SERVICING OF LAND**

The servicing of Extension 42 and part of Extension 41, is aimed to commence in August/September 2023 and the Works are estimated to take at least 8-10 months to complete, which puts the completion of the project in September 2024. The preliminary timeline is dependent on the bidding process to procure the services of a competent contractor.

The status of the project is as follows, the design and documentation for the servicing of Extension 42 and part of Extension 41 is 80% completed as only the designs and specifications from an electrical consultant are outstanding, (the bid for such services close in May 2023). If a successful bidder is received and the procurement process is completed without any objections, the consultant will have at least a month to complete the designs and documentation.

5. **CONDITIONS OF SALE**

In order to sell the erven to the residents in Ext 40, 41 and 42 the following conditions of sale be approved:

- (i) *That the PURCHASER may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia.*
- (ii) *That the PURCHASER must reside on the erf for 3 years or longer.*
- (iii) *Must provide proof of income of N\$3 000.00 or above.*
- (iv) *That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Sale for all erven to be sold in "Wagdaar", Ext 40, 41 and 42.*
- (v) *That should the PURCHASERS wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.*
- (vi) *That the 10-year period in respect of the restriction of sale of improved erven commences from date of transfer of the property.*
- (vii) *That the PURCHASERS who construct houses, and receive completion certificates, accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10 year period, the beneficiary may sell the erven without first offering it to Council.*
- (viii) *That no permission be granted for multiple families to be housed on one erf in additional informal structures.*

6. **FLEXIBLE LAND TENURE ACT**

Extensions 40, 41 and 42 were not created in terms of the Flexible Land Tenure Act. The erven have been created following the standard town planning procedures and will be transferred as freehold properties eventually. The Flexible Land Tenure Act 4 of 2012, will be used partially in allocating land on these erven.

The Flexible Land Tenure Act provides for two forms of land title, i.e., a **starter title right** where a person erects a dwelling of a specified size, must occupy the dwelling, and may pass it on to his heirs or lease it to another person. The holder of **land hold title rights** has all the rights in the plot concerned that an owner has in respect of his or her erf under the common law and may perform all the juristic acts in respect of the plot concerned that an owner may perform in respect of his or her erf under the common law and has an undivided share in the common property. The member should be a member of the association of the scheme concerned. The beneficiary may not sell a property without the consent of the Association.

It is imperative that the residents in Ext 40, 41 and 42, have an understanding how the FLT works and what the purpose is when they must form an Association which is a condition to the **land hold title rights**. The groups must submit a constitution as well.

7. DISCUSSION

Council needs to prevent the situation, which has occurred previously, where beneficiaries purchased erven, do not invest in it, or improve it, and simply sell it and then resettle in an informal area again. This does not relieve the housing crisis but simply perpetuates and aggravates it since the community loses faith in the process and Council.

The erven in Ext 40, 41 and 42 will be sold to the occupants who are all low-income earners, earning N\$3 000 and above since the services will be installed by Council. It is thus important that the conditions of sale be approved as per point 3 above.

8. PROPOSAL

It is proposed that Council approves the conditions of sale as contained under point 3 the submission. It is further proposed that information sessions be held with the occupants per extension to explain the how the FLT works and what is expected from the purchasers (beneficiaries).

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

RECOMMENDED:

(a) That the following conditions of sale be approved for the sale of erven in Extension 40, 41 and 42, Swakopmund:

- (i) That the PURCHASER may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia.*
- (ii) That the PURCHASER must be on the Master Waiting List or resides on the erf for 3 years or longer.*
- (iii) The PURCHASER must provide proof of income exceeding N\$3 000.00 per month.*

- (iv) *That a restriction be placed on the sale unimproved of the erven for 10 years and a pre-emptive right be included in the Deed of Sale for all erven to be sold in "Wagdaar", Extension 40, 41 and 42.*
 - (v) *That should the PURCHASERS wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council.*
 - (vi) *That the 10-year period in respect of the restriction of sale of improved erven commences from date of transfer of the property.*
 - (vii) *That the PURCHASERS who construct houses, and receive completion certificates, accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the property without first offering it to Council.*
 - (viii) *That no permission be granted for multiple families to be housed on one erf in additional informal structures.*
- (b) **That the public be informed that the erf prices will vary between N\$50 000.00 to N\$70 000.00 depending on the size of the erven.**
- (c) **That information sessions be held with the beneficiaries of Extension 40, 41 and 42, Swakopmund regarding the Flexible Land Tenure Act, to how it works and what is expected from the purchasers (beneficiaries).**
- (d) **That the registration process in Extension 40 and 42 commences after the Public Meeting of 14 May 2023.**
-

ANNEXURE "A"

EXT 40



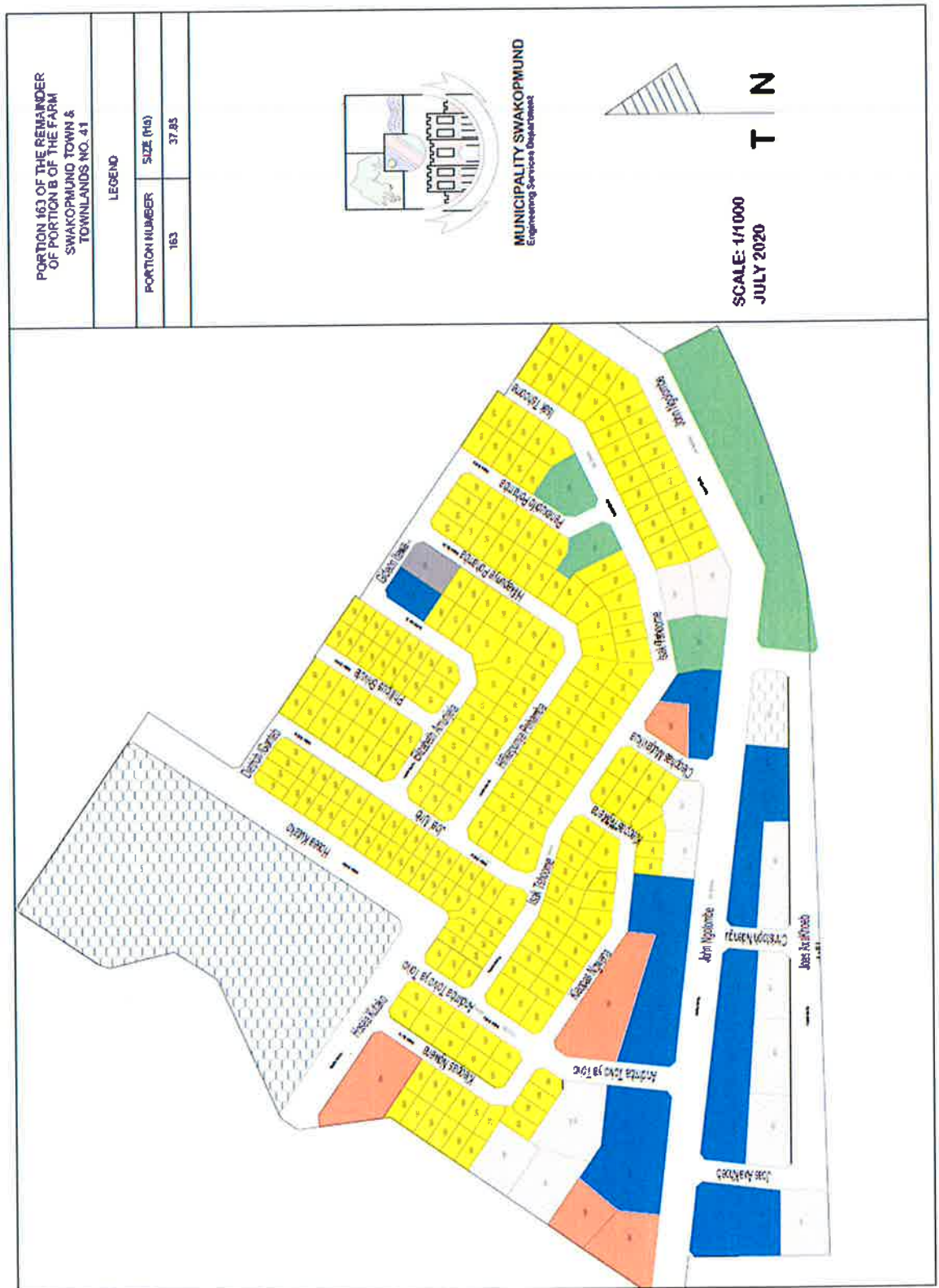
ANNEXURE "B"

EXT 41



ANNEXURE "C"

EXT 42



Swakopmund: Extension 40 - 42



Swakopmund Municipality
Department: Engineering & Planning Services
GIS Section
Map Date: February 2022



11.1.11 **REQUEST FROM RESIDENTS TO CHANGE THE GEOMETRIC ALIGNMENT OF A ROAD IN EXTENSION 39, OCEAN VIEW**
(C/M 2023/05/29 - 16/1/6/1)

Ordinary Management Committee Meeting of 11 May 2023, Addendum 8.1 page 03 refers.

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

1 **PURPOSE**

The purpose of this submission will be to provide background and a financial breakdown for geometric changes to a road requested by the public in Ext. 39, Ocean View. The road provides access to 18 Residential erven and 6 General residential.

2 **BACKGROUND**

The Engineering Department received request from residents in Ocean View, Ext. 39 to change the existing one-way street to accommodate a wider sidewalk and on street parking. An investigation was conducted to establish the nature of the complaint and how the Municipality could resolve their request. The investigation found that there are several erven that receive accesses from the street as displayed in Figures 1.

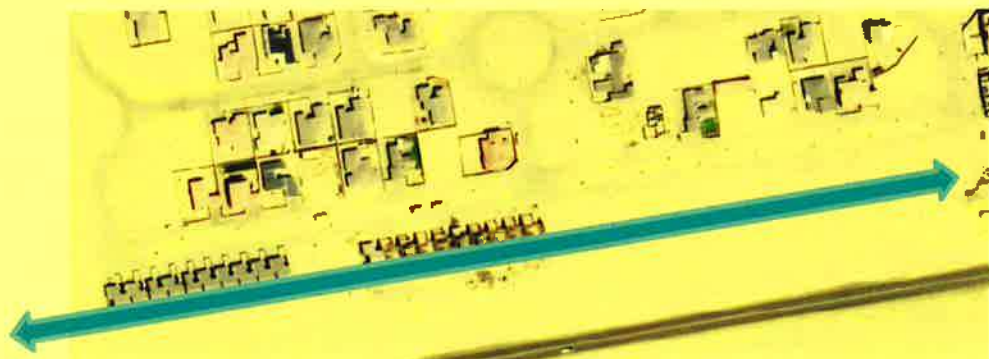


Figure 1 Locality Plan - Extension 39, Ocean View



Figure 2 Roadway - (Complaints received from residents)

DISCUSSION

Extension 39, Ocean View was developed and serviced by a private developer and the municipal infrastructure was handed over to the Municipality on completion of the project. The Developer submitted all municipal plans for approval before construction and these plans were approved by the Municipality. The Municipality did not take part in the layout of the extension but only approved the design detail and quality aspect of the development.

Homeowners along street complained to the Municipality that the street was too narrow and that they find it difficult to access the erven and that they do not have enough parking. Homeowners also felt that the island in the middle of the one-ways do not serve any purpose and that it could be utilised to increase the overall width of the road.

The Municipality informed the complainants that the area was developed by a private developer and the erven was sold by the developer. The Municipality emphasised that it was the owner's responsibility to investigate the potential and the practicality of each prospective erf before buying an erf.

FINANCIAL IMPLICATION

The **Table 1** below presents the cost estimate to make changes to the road:

Table 1

| DESCRIPTION OF WORK | ESTIMATE CONSTRUCTION COST (incl. VAT) |
|---|---|
| <i>Geometric changes and the relocation of services</i> | N\$ 1 400 000.00 |

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

RECOMMENDED:

- (a) That Council takes note of the complaints received from homeowners in Extension 39, Ocean View to change the road layout.**
 - (b) That the residents be informed that any changes to the road layout shall be for their account.**
-

11.1.12 **GEOMETRIC CHANGES AT INTERSECTION IN MATUTURA, EXTENSION 1 & 2**

(C/M 2023/05/29 - 16/1/6/1)

Ordinary Management Committee Meeting of 11 May 2023, Addendum 8.2 page 06 refers.

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

1 PURPOSE

The purpose of this submission is to provide background and a financial breakdown for geometric changes at intersections in Matutura. The intersections that affected are Oregano Street, Rosemary Street and Cardamom Street.

2 BACKGROUND

The Engineering Department received request from residents in the Matutura Ext. 1 & 2 area to investigate access problems at their erven. An investigation was conducted to validate the request from the residents and find possible solutions. The investigation found that the accesses to properties around traffic circles displayed in Figures 1 & 2 are prone to traffic hazards.



Figure 3 Circle 1 (Intersection of Oregano Street and Rosemary Street)



Figure 4 Circle 2 (Intersection of Oregano Street and Cardamom Street)

4. DISCUSSION

The Engineering and Planning Services department investigated the possibility of changing the geometric design at the intersection to accommodate access to the erven which are affected. The general aim is to accommodate existing traffic, allow for traffic growth, and consider movements of non-motorised transport (NMT).

The main objective of the geometric design of a road is to make the final product safe, efficient, functional and economical for traffic operations. This can be achieved by using dimensions and design criteria which are imposed by vehicle characteristics and driver performance as well as environmental factors.

The most important factor for the geometric design is the design speed, which is the selected speed to be used as a basis to establish appropriate geometric elements for a section of a road. These elements include horizontal and vertical alignment, super-elevation and sight distance. Other elements such as lane width, shoulder width and clearance from obstacles are indirectly related to the design speed.

Intersection Description

Both intersection along Oregano Street is controlled by a Traffic Circle, with the major movement being the north-south movement along Oregano Street. The Traffic Circles and approaches are both single carriageways. There are mountable kerbs before you reach the traffic circles which provides access

to erven, however the inner pathway of traffic circle has barrier kerbs that does allow for access to erven. By giving access inside the traffic circle will pose a high traffic hazard and therefore not recommended.

Figure 3-6 depicts the concept designs and presented in the submission with cost estimates.



Figure 5 Circle 1 - Option 1(Intersection of Oregano Street and Rosemary Street)

Option 1

Provide access to all properties around the intersection and would be the less expensive option. However due to the width of the sidewalk it would affect pedestrian movement. The distance from the street to the entrance of the erven would negatively affect the driving speed which could result in traffic hazards. This option will be more expensive in the long run as it will requires regular maintenance on the sidewalk.



Figure 6 Circle 2 - Option 2 (Intersection of Oregano Street and Rosemary Street)

Option 2

Provide access to all properties around the intersection and would be the expensive option. The main objective of the geometric design is to make the final product safe, efficient, functional and economical for traffic operations. This design would achieve this objective and would allow residents to have a controlled access point. This option will require low maintenance and would cost less to maintain.

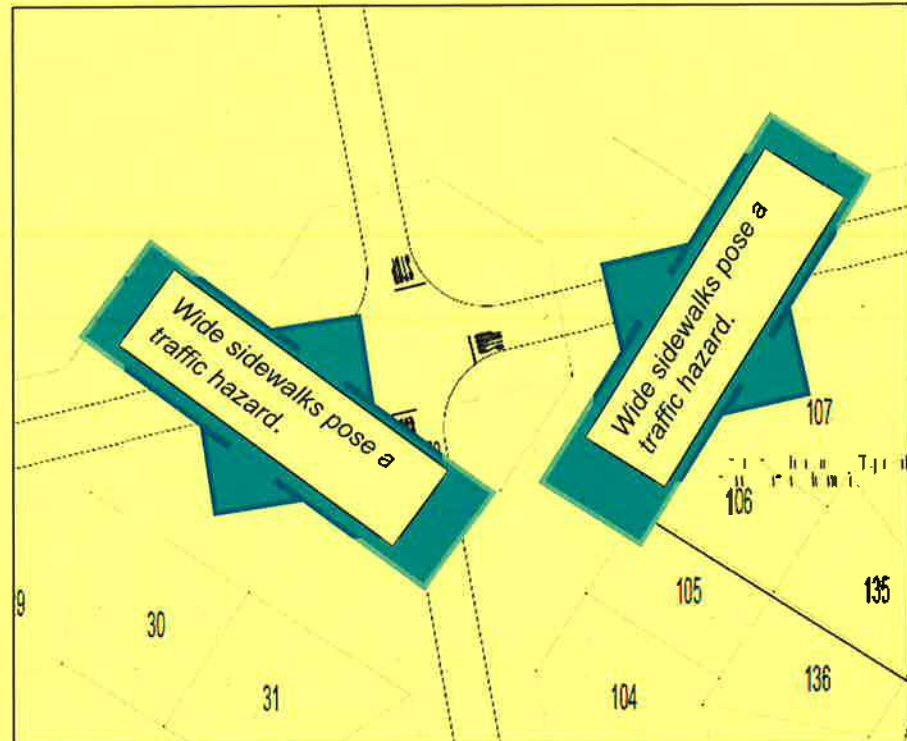


Figure 7 Circle 2 - Option 1 (Intersection of Oregano Street and Cardamom Street)

Option 1

Provide access to all properties around the intersection and would be the less expensive option. However due to the width of the sidewalk it would affect pedestrian movement. The distance from the street to the entrance of the erven would negatively affect the driving speed which could result in traffic hazards. This option will be more expensive in the long run as it will requires regular maintenance on the sidewalk.

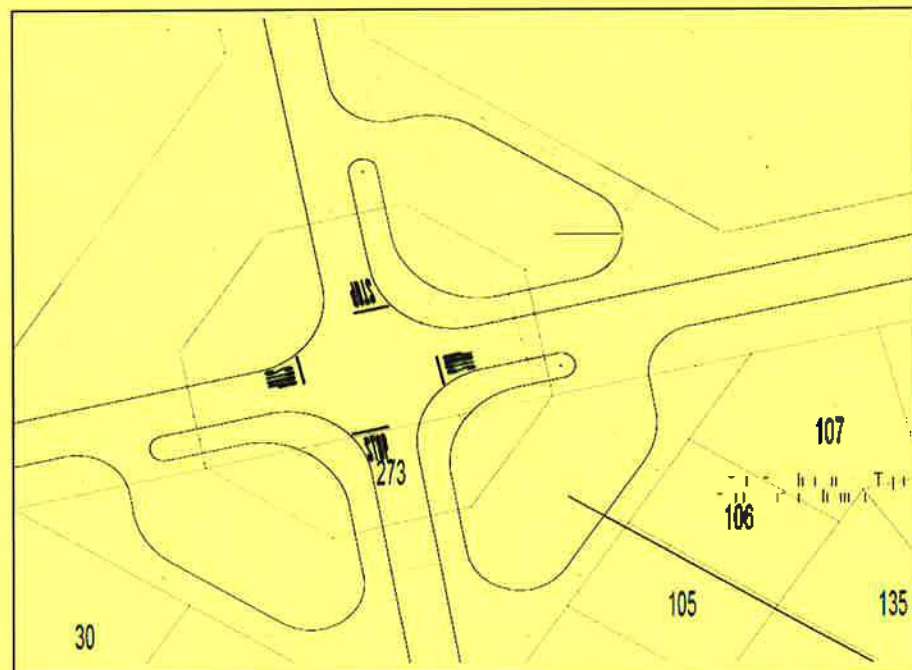


Figure 8 Circle 2 - Option 2 (Intersection of Oregano Street and Cardamom Street)

Option 2

Provide access to all properties around the intersection and would be the expensive option. The main objective of the geometric design is to make the final product safe, efficient, functional and economical for traffic operations. This design would achieve this objective and would allow residents to have a controlled access point. This option will require low maintenance and would cost less to maintain.

5. FINANCIAL IMPLICATION

The Table 1 below presents the cost estimate for each Traffic Circle:

Table 2

| TRAFFIC CIRCLE | STREET NAME | ESTIMATE CONSTRUCTION COST (Incl. VAT) |
|-----------------------|---|---|
| CIRCLE 1 | <i>Option 1 - Intersection Oregano Street & Rosemary Street</i> | N\$ 450 000.00 |
| | <i>Option 2 - Intersection Oregano Street & Rosemary Street</i> | N\$ 1 500 000.00 |
| CIRCLE 2 | <i>Option 1 - Intersection Oregano Street & Cardamom Street</i> | N\$ 520 000.00 |
| | <i>Option 2 - Intersection Oregano Street & Cardamom Street</i> | N\$ 1 900 000.00 |

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

RECOMMENDED:

- (a) That Council takes note of the need to improve accesses and pedestrian safety around traffic circles in Matutura, Extension 1 & 2.
 - (b) That Council approves N\$1 000 000.00 for the General Manager: Engineering & Planning Services to improve accesses and pedestrian safety around the traffic circles, namely:
 - *Matutura Extension 1 - Intersection Oregano Street and Rosemary Street (Option 1)*
 - *Matutura Extension 2 - Intersection Oregano Street Cardamom Street (Option 1)*
-

11.1.13 **CONSTRUCTION OF THREE TOILETS AT THREE EARLY CHILDHOOD DEVELOPMENT CENTRES (ECD) IN DRC, WAGDAAR**
(C/M 2023/05/29 - 14/2/8/2)

Ordinary Management Committee Meeting of 11 May 2023,
Addendum 8.3 page 13 refers.

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

1. Purpose

The purpose of this submission is for the Council to consider a proposal from Development Workshop Namibia to construct three toilets at three Early Childhood Development Centres in DRC, Wagdaar. The Early Childhood Development Centres are yet to be identified.

2. Introduction and Background

Water, sanitation and hygiene are vital indicators to healthy living and safe environments for child development. Globally, diarrhoeal diseases as a result of inadequate toilet facilities, remain to be the leading cause of death in children below 5 years old. Studies have also indicated that inadequate water, sanitation and hygiene facilities and practices have negative impacts on the survival and development of children. Early childhood development is an essential part of the community as it ensures accessibility and the right to education. In order to contribute to the Sustainable Development Goals (SDG), water, sanitation and hygiene in schools is essential especially those accommodating children under 5 years old.

Through this project, Development Workshop Namibia would provide the following:

- *DWN to provide donor funds for the construction of 2 to 3 toilets which includes building material and labour costs.*
- *DWN to be responsible for the procurement of both material and contractor.*
- *DWN to be responsible for the construction of billboards with information on how to construct these toilets.*
- *DWN to mobilize and sensitize the approved allocated ECD centres to receive through Children's events.*

It is against this background that Council is made aware of Development Workshop Namibia's intentions to construct toilet facilities at Early Childhood Development Centres in Wagdaar DRC. This initiative strongly speaks to Council's vision which is to provide and maintain safe, sufficient and affordable services for residents and visitors and promote future development to the benefit of our community. The facilities constructed will be flushing toilets with septic tanks.

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

RECOMMENDED:

- (a) That permission be granted to Development Workshop Namibia to construct the toilets.**
 - (b) That the Engineering & Planning Services Department approve the allocation of the toilets at the ECD centres in DRC, informal settlement with the main focus in *Wagdaar*.**
 - (c) That the Engineering & Planning Services Department analyse the building plans submitted by DWN.**
 - (d) That the Engineering & Planning Services Department to supply material list (BOQ) approved for the construction of the toilets.**
-

ANNEXURE A – CORRESPONDENCE/BUILDING PLANS

DEVELOPMENT WORKSHOP
Community Development
 Human Settlements and Development

20 Mächtingal Street, PO Box 40723
 Ausspannplatz, Windhoek, Namibia
 Email: b.weber@dw-namibia.com
 Tel: ++264 81 3582179
www.dw-namibia.org

08 March 2023

Health Services and Solid Waste Management Department
 Swakopmund Municipality
 P.O. Box 53
 Swakopmund
 Namibia

Dear ~~Mr~~ A. Kationdorozi

RE: TOILETS CONSTRUCTION AT 2 to 3 KINDERGARTENS IN THE DRC INFORMAL SETTLEMENT, SWAKOPMUND.

The Sanitation and Early Childhood Development (ECD) components in collaboration are proposing to construct toilets at 2 to 3 ECD centres in the informal settlement of DRC, Swakopmund. Development Workshop Namibia (DWN) would like to assist some ECD centres with no or lack of proper toilet facilities in the informal settlement of DRC (*Waag-Daar being the main focus area*), Swakopmund.

Below is the implementation plan for this proposal as well as the responsibilities of the different stakeholders.

Development Workshop Namibia responsibilities:

- DWN to provide donor funds for the construction of 2 to 3 toilets which include building material and labour costs.
- DWN to be responsible for the procurement of both material and contractor.
- DWN to be responsible for the construction of billboards with information on how to construct these toilets.
- DWN to mobilize and sensitize the approved allocated ECD centres to receive through Children's events.

Swakopmund Municipality responsibilities:

- Health Department to submit the proposal at management/council meeting for a council resolution.
- Engineering & Planning Services Department to approve the allocation of the toilets at the ECD centres in DRC, informal settlement with main focus in Waag-Daar.
- Engineering & Planning Services Department to approve toilets to be constructed by amending existing plan submitted to DWN. (See attached .dwg file)
- Engineering & Planning Services Department to supply material list (BOQ) approved by Municipality for construction of the toilets.

Implementation Schedule

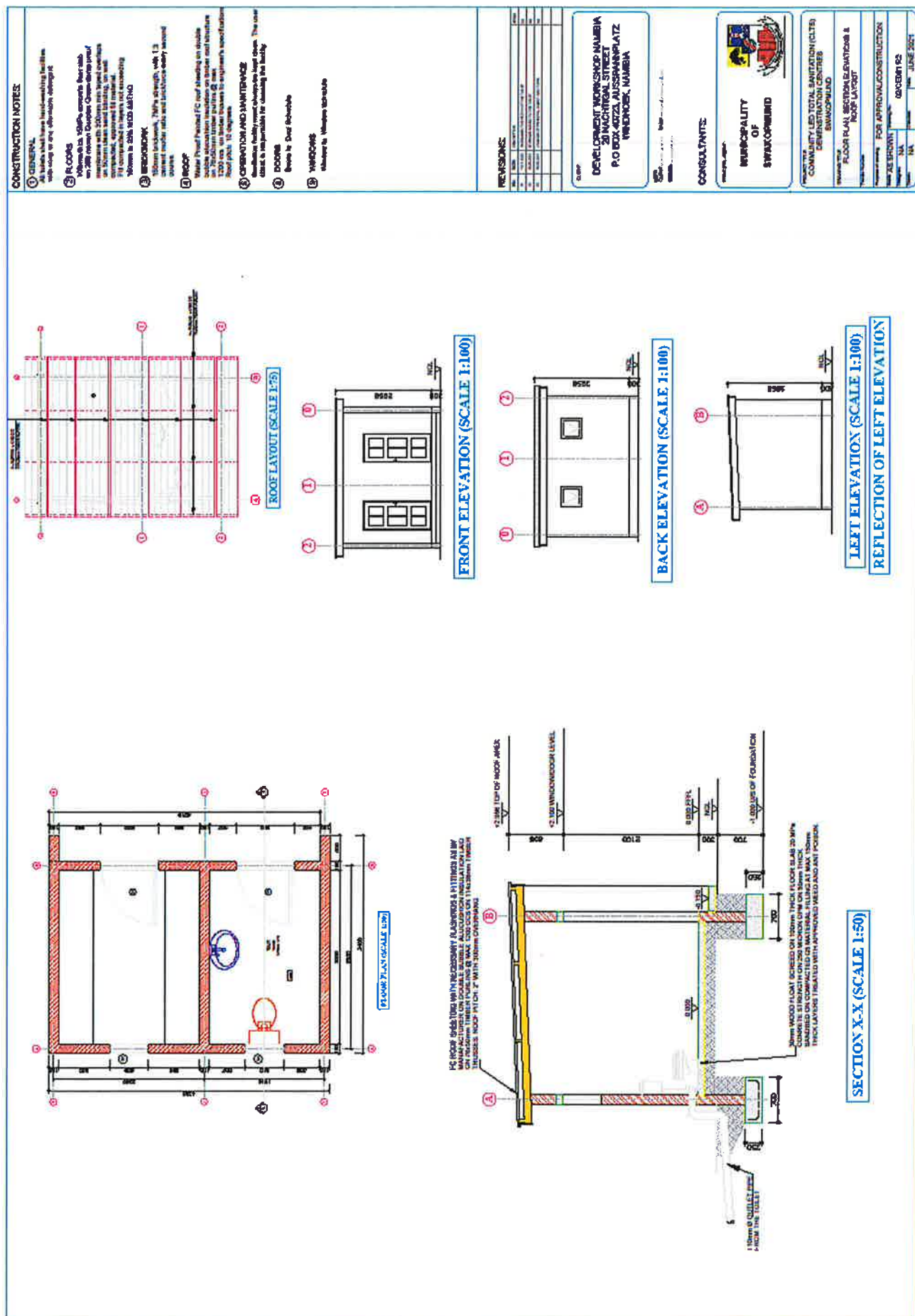
- Project duration: 4 Months

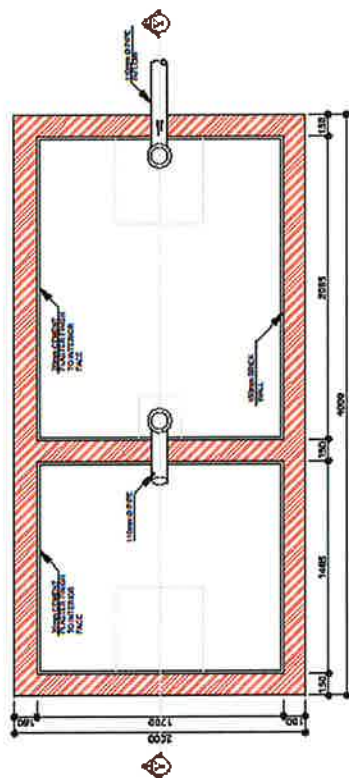
| Task | Duration | Responsibility |
|--|----------|------------------------------|
| Presentation and approvals from Council. | 2 Months | Swakopmund Municipality |
| Procurement and Construction of toilets. | 2 months | Development Workshop Namibia |

Sincerely,



Adam N. Ndahalele
Area Coordinator: Erongo
Development Workshop Namibia





11.1.14 **PRE- EMPTIVE RIGHT AND RESTRICTION ON SALE FOR DRC PROPER ERVEN**

(C/M 2023/05/29 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 May 2023, Addendum 8.4 page 18 refers.

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

1. INTRODUCTION

This submission serves to add the requirement for the pre-emptive right and restriction on the sale of erven in the conditions of donation to the erven serviced with government funds in the DRC Proper Extension 27, 29 and 30.

2. BACKGROUND

Council resolved to transfer the erven in DRC Proper to the recognised tenants on **29 September 2022** under item 11.1.47. Subsequently, on **23 February 2023** under item 11.1.13, Council resolved as follows:

- (a) That Council takes note of the N\$1 587 130.00 funds that was secured by Erongo RED and to be placed as a contribution by Erongo RED towards the electrical supply connection of informal dwellings in the DRC proper.
- (b) That the Council takes note of the commitment by Erongo RED to repair all the damaged electrical infrastructure within the DRC proper at their own cost as these services are under their responsibility and that the cost of repairs on the electrical infrastructure shall not be taken from the N\$1 587 130.00 contribution.
- (c) That Council approves the following implementation plan for the electrical supply connection for the informal dwellings in the DRC proper, namely:
 - (iv) A funding model for the electrical supply connection for the informal dwellings in the DRC proper as listed below:
 - Beneficiary contribution = N\$2 500.00
 - Erongo RED contribution = N\$1 867.21
 - Municipal Council contribution = N\$3 000.00
 - (v) That the implementation of the electrical supply connection for the informal dwellings in the DRC proper be done in stage as depicted below:

| | |
|---------|---|
| Phase 1 | 200 beneficiaries |
| Phase 2 | 100 beneficiaries every phase after completion of phase 1 until the 850 erven have been serviced. |

- (vi) That the contribution by the beneficiaries can be done under two options, namely, Due to the financial implication for all parties, it needs to consider that the raising of the electrical supply connection

contribution by the beneficiaries will need to be done under two options, namely:

| | |
|----------|---|
| Option 1 | beneficiaries that can afford to fully pay the electrical supply connection contribution of N\$2 500.00 once off. |
| Option 2 | beneficiaries to pay-off the electrical supply connection contribution of N\$2 500.00 in installments. |

- (d) That Council approves a total of N\$2 550 000.00 to be assigned to the electrical supply connections for the informal dwellings in DRC Proper project.
- (g) That Council provide an interim registration of a beneficiary to an erf in the DRC proper or other similar informal settlement areas in Swakopmund while the full registration for ownership is still in progress.
- (h) That Erongo RED remains with the electrical supply connection fee of N\$ 7 276.00 (VAT included) until all the 850 erven in DRC proper has been provided with electrical supply connections.

3. DISCUSSION

The abovementioned resolutions indicate a clear route for the ownership process for erven in DRC Proper. These erven will be donated to the tenants who are all low-income earners, since the services were installed by government funding. It is against this background that a restraint on the sale of the erf and a pre-emptive right and a restriction on the sale of 10 years be included in the Deed of Donation to prohibit beneficiaries from selling their properties before expiry of 10 years.

Council needs to prevent the situation, which has occurred previously, where beneficiaries receive donated land, do not invest in it, or improve it, and simply sell it and then resettle in an informal area again. This does not relieve the housing crisis but simply perpetuates and aggravates it since the community loses faith in the process and Council.

4. PROPOSAL

It is proposed that Council approves the restriction and pre-emptive right which will commence after transfer and after a completion certificate is issued, respectively.

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

RECOMMENDED:

- (a) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in DRC, Extension 27, 29 and 30.
 - (b) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.
 - (c) That the 10-year period in respect of the restriction of sale of improved erven commences from date of transfer of the property.
 - (d) That the beneficiaries who construct houses, and receive completion certificates, accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council.
-