

Minutes

of the Ordinary Council Meeting of the Local Authority Council of Walvis Bay, held at the
Civic Centre Council Chamber on Tuesday 24 June 2025 at 16:00

Present:

Councillors

Councillor T Forbes (Chairperson)
Councillor S Mutondoka
Councillor R Hoaeb
Councillor O Andrews
Councillor R Bramwell
Councillor A Nkoshi
Councillor R Gordon
Councillor E Shoji

Officials

Chief Executive Officer (VN Kapenda)
General Manager: Finance (F !Gonteb)
General Manager: Roads and Building Control (T Potgieter)
General Manager: Community and Economic Development (E Mwanyekange)
Acting Manager: Corporate Services (A Kaihiva)
Communication Officer (K Stoffels)
Intern (J Iita)
Corporate Officer (G !Gaoses)

Other:

Members of the public: Eighteen (18) Members
Members of the media: None (0)

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1. **OPENING** (File 3/1)

Upon invitation, Mrs Sharon Roodt, a member from the gallery, opened the meeting with a prayer. Thereafter the Chairperson welcomed all members present and declared the meeting as officially open.

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2. **ADOPTION OF AGENDA AND DECLARATION OF INTEREST**

On a unanimous vote, it was:

RESOLVED:

That the agenda be adopted as is.

No interests were declared.

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3. **APPLICATION FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL** (File 3/3/1/4)

Councillors L Victor and P Kauhondamwa.

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4. **CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

4.1 On a proposal by Councillor O Andrews, seconded by Councillor R Hoaeb, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on Tuesday 03 June 2025 be confirmed and approved with a correction on the name of the member of Parliament that was in attendance from "Martin Kambulu" to "Aloisius Kangulu".

4.2 On a proposal by Councillor R Hoaeb, seconded by Councillor O Andrews, it was:

RESOLVED:

That the minutes of the Special Council Meeting held on Tuesday 17 June 2025 be confirmed and approved with no corrections.

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5. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND MEETING** (File 3/3/2/3/2)

None.

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6. STATEMENTS AND COMMUNICATIONS

- *Honorable Regional Councilors*
- *Fellow Honorable Councillors*
- *Mrs. Victoria Nelago Kapenda, Chief Executive Officer of the Municipality of Walvis Bay*
- *Members of Management and staff of the Municipality of Walvis Bay*
- *Members of the Media*
- *Ladies and Gentlemen*

Good afternoon

Good evening, esteemed council members and members of our community, I am pleased to update you on several important initiatives and recent developments.

First and foremost, I am proud to announce that the implementation of the second round of the Youth Climate Action Fund Project, which is fully funded by Bloomberg Philanthropies, has officially commenced.

This project aims to support our youth in taking proactive steps toward environmental sustainability. To engage our community and keep everyone informed, we will be launching dedicated social media pages across various platforms. These will serve as a means to share updates, gather feedback, and foster participation.

Looking ahead, I would also like to inform you that public meetings are scheduled for July. These meetings are scheduled as follows:

- 01 July 2025 – Farm 37 (13h00)*
- 02 July 2025–Narraville Community Hall (18h00)*
- 03 July 2025 – Dolphin Park Resort (18h00)*
- 08 July 2025–Immanuel Ruiters PS Hall (18h00)*
- 09 July 2025 – Town Hall: Civic Centre (18h00)*

I encourage everyone to please make an effort to attend these meetings.

I would also like to note that the refuse removal situation has improved greatly from what it was a month ago, and I would like to thank the residents for their patience during this period. I can also re-affirm that the delivery of the 5 new compaction trucks is still set for July as indicated by the supplier.

Council is currently within the standstill period for the award of the routine road maintenance bid that was advertised several months ago. If no objections are received, one contractor will be appointed as part of that specific bid exercise to the value of about N\$ 4,000,000.

In addition, we have concluded the procurement process of appointing three additional contractors, on a smaller scale, to assist with immediate road repairs namely:

- *Ghaba Investments CC*
- *Vitz Investments CC and*
- *Walvis Bay Quality Control Services CC).*

The road assessment was concluded, and the contractors will commence at the latest early next week. A fourth contractor will be awarded soon once all the procurement processes have concluded. The contractors are assigned specific neighborhoods so that road repairs are executed across the whole town.



The road rehabilitation as part of the Roads Authority and Road Fund Administration tripartite agreement is progressing well. Half of Allen Dean Martin Street has been rehabilitated up to base course level, and on 3rd Street, the replacement of the sewer line is practically complete, and roadworks will be able to continue on that stretch of road soon.

Lastly, I would like to reflect on the recent Oceans Conference held in Nice, France.

It was a significant gathering of global leaders and environmental advocates, all committed to protecting our planet's oceans.

The conference produced encouraging outcomes, including increased commitments to sustainable fishing, marine protected areas, and international collaborations. We return from this event inspired and more determined than ever to contribute to the global efforts in safeguarding our marine ecosystems.

Thank you.

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7. **PETITIONS** (File 3/2/1/6)

The Chairperson informed the meeting that a petition submitted by Councillor E Shozi received through the Office of the Chief Executive Officer is noted.

For the sake of good practice, Councillor Shozi additionally handed a duplicate of the petition to the Chairperson.

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8. **MOTIONS OF MEMBERS** (File 3/3/1/1)

The Chairperson invited Councillor Gordon to read Motion Number 29, titled: "Redforce", submitted by the Councillor.

After a short discussion on whether to combine discussions of this motion with item 11.7, the Chairperson directed that the items be addressed separately and on a unanimous vote, it was:

RESOLVED:

That seeing as the motion is unopposed but carries legal and financial implications, the matter be referred to the Management Committee.

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9. **ANSWERS TO QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN** (File 3/3/1/2)

No questions were received.

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10. REPORT OF THE MANAGEMENT COMMITTEE FOR JUNE 2025

[Report referred to in section 26(1)(e) of the Local Authorities Act]

The Chairperson of the Management Committee must put the report to the Council for information. The report may be discussed but no motion or proposal on the report may be introduced.

None.

11 RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE FOR JUNE 2025

The Chairperson of the Management Committee individually proposed the recommendations of the Management Committee to the Council for consideration - Rule 22(2), and unless there are dissentient votes against a recommendation each recommendation is regarded as seconded Rule 22(5) and adopted by general consensus.

11.1 Approval request of the supplementary budget for the year ending June 2026 (Add No. 1; M/C Meeting 18/06/2025; File Budget) (OCM No. 70/2025/06/24)**The Municipal Council RESOLVED:**

That the Municipal Council approves the supplementary budget amounting to N\$75 million, to be funded by the line Ministry, as per the letter attached as Annexure A.

11.2 Report of the Auditor-General on the accounts of the Municipality of Walvis Bay for the financial years ending June 2022 and June 2023 (Add. No. 2; M/C Meeting 18/06/2025; File 5/15/1/1/3) (OCM No. 71/2025/06/24)

The following was noted during the discussion of this item:

Councillor Bramwell enquired why a newspaper article of which he read a portion of reported that the Municipal Council got a good audit report when the reality is that the Council got an adverse opinion for the years ended June 2022 and June 2023. The Councillor further enquired whether factual information is provided to media.

The CEO explained that the recent comments from the Deputy Auditor General can not be used as a determining factor that this Council got a "bad" opinion and invited Mr !Gonteb to further explain what resulted in the adverse opinion.

Councillor Shozi requested that Councillors be afforded an appropriate opportunity to interrogate the report and question each listed reason for the adverse opinion and allow for executives to be held accountable for the good of the institution.

Councillor Mutondoka credited the Finance Department for the report highlighting that no money has been spent fruitlessly and all money is accounted for. The Councillor then explained that the adverse opinion is largely caused by the required IPSAS declarations of investments that were previously not declared.

Mr !Gonteb then listed the four different opinions the Auditor General can give and explained that the adverse report is as a result of previously undeclared investments the Municipal Council has made in the:

- Export Processing Zone at a book value of approximately N\$ 80 million;
- Walvis Bay Waterfront Development; and
- Erongo Regional Electricity Distributors at a book value of approximately N\$ 500 million.

Mr !Gonteb clarified that the adverse audit opinion received by the Municipality was primarily due to technical disclosure issues related to investments, rather than financial mismanagement. He emphasised that the Municipality remains financially sound, with assets exceeding liabilities and no outstanding debts. He said the findings stem largely from differences in accounting methods and the materiality of undisclosed investments, not from lost funds. He further noted that the audit covered a period during which IPSAS was still being implemented, which may have contributed to the findings.

The meeting was then directed to a letter dated 09 February 2024, where the previous Acting CEO posed questions on the adverse opinion because it does not make sense for Council to make an entity it has no control or custody over part of its books and that following that letter, a meeting was scheduled with the AG, which as it seems, never materialised.

Mr !Gonteb further explained that the submission of this report to Council was to comply with the legal requirements and that Council can now exercise their right to have the item discussed at another appropriate platform.

Councillor Bramwell expressed concern that the Waterfront Development has never been subjected to any audits to safeguard Council's investments, to which Mr !Gonteb explained that the development has been dormant.

The Municipal Council RESOLVED:

- (1) That the Municipal Council takes note of the Auditor-General's report on the accounts of the Municipality of Walvis Bay for the financial years ended June 2022 and June 2023.
- (2) That the report be submitted to the next Ordinary Council meeting for consideration in line with Section 87(3)(a) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (3) That the report be submitted to the Erongo Regional Council in terms of Section 87(3)(b) of the same Act.
- (4) That the Mayor or Chairperson of Council submit a copy of the minutes to the Minister in accordance with Section 87(4) of the Local Authorities Act, 1992, as amended.
- (5) That the Municipal Council take note of the rectifying steps as per attached **Annexure C**, dated 09 February 2024.
- (6) That the Office of the Chief Executive Officer engage the Office of the Auditor-General on matters relating to IPSAS 3 and IPSAS 33, and maintain the cost method of disclosure for investments, subject to final guidance.

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11.3 **Request to host the Namibian Association of Local Authority Officials 22nd Conference and Annual General Meeting from 29 to 31 October 2025** (Add. No. 3; M/C Meeting 18/06/2025; File 12/1/2/1/11) (OCM No. 72/2025/06/24)

On a majority vote by members of the Management Committee, the recommendation was changed.

The Municipal Council RESOLVED:

That due to the unavailability of Council owned facilities on the requested dates, the Municipal Council will not be able to host the Namibian Association of Local Authority Officials 22nd Conference and Annual General Meeting.

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11.4 Public auction (Add. No. 4; M/C Meeting 18/06/2025; File) (OCM No. 73/2025/06/24)**The Municipal Council RESOLVED:**

- (1) That the Municipal Council takes note of the items listed for auction as per Annexure B (Other Items) and Annexure C (Vehicles).
 - (2) That the Municipal Council take note that the auctioning of these items will be conducted via procurement process.
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11.5 Issuance of new credit card to Chief Executive Officer (Add. No. 5; M/C Meeting 18/06/2025; File 5/17/1) (OCM No. 74/2025/06/24)**The Municipal Council RESOLVED:**

- (1) That the Municipal Council approves the issuance of a new Corporate Credit Card to the CEO, under the terms and conditions stipulated in the current Standard Operating Procedures (SOPs).
 - (2) That the Management Committee reviewed the current SOPs of credit cards and propose the following amendments to the Municipal Council for formal adoption:
 - (a) The addition of "unofficial" to:

5.1.7 Unofficial online purchase with the cards is prohibited.
 - (b) The complete removal of 5.1.8 reading as:

~~5.1.8 Should the user/holder of the card has been officially invited abroad or outside the boundaries of Walvis Bay, usage of the credit card in this instance is prohibited as such entertainment cost must be carried by the host.~~
 - (c) The addition of "and Chief Executive Officer" to:

6. The Mayor, Chairperson of the Management Committee, and Chief Executive Officer are eligible of being issued with credit cards whereas a staff member so authorize is eligible to make use of petrol cards for official trips.
 - (d) The increase of the credit limit to N\$ 20 000 under 7.
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11.6 Amnesty (Add. No. 6; M/C Meeting 18/06/2025; File 5/17/1) (OCM No. 75/2025/06/24)

Councillor Shoji expressed that he is happy with the progress the Finance Department made with resident focused policies as this is the proof that residents are coming to the table and bringing their side.

The Municipal Council RESOLVED:

- (1) That the Municipal Council takes note of the total amount of interest written off during the review period, which stands at N\$5,865,324.68, and acknowledges that a total capital amount of N\$24,438,852 has been fully settled as a result of the amnesty initiative.
- (2) That the Municipal Council approve the declaration of a new interest amnesty period, effective from 01 July 2025 to 30 June 2026.
- (3) That the Municipal Council ensures that the continuation of the interest amnesty be communicated to the public through all available and effective communication platforms.
- (4) That amnesty be applied up to the maximum balance, as on date of settling the account.

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11.7 Office of the Attorney-General: Advisory opinion on Redforce Debt Management CC (Add. No. 7; M/C Meeting 18/06/2025; File 8/29/47) (OCM No. 76/2025/06/24)

Councillor Shoji requested that this item be referred to Informal Discussions as he feels the complete advisory opinion needs a deeper interrogation.

The CEO then reminded the meeting that the Municipal Council operates on a cost-recovery basis and that procurement matters do not involve Councillors signing agreements, as they have already approved the budget. The CEO added that Councillors agreed that debt collection is a challenge that must be addressed and based on that the administrative process ensued and the debt collection advertisement was placed in newspapers.

Councillors Gordon and Shoji strongly objected saying that they as Councillors did not support or know of the appointment of Redforce Debt Management CC (Redforce) until after the public outcries reached them.

At the same time, a few other Councillors expressed that they did not and still do not know of any public advert of debt collection for this Municipal Council.

Councillor Shoji additionally informed the meeting that he would submit proof of falsified documents to the CEO regarding this matter.

Councillor Gordon acknowledged that he agreed that debt collection needed to be improved on, but he expected the Council employed staff that work in the debt collection office to do it and not for debt collection to be outsourced while there are salaried staff that ought to do it.

The CEO then directed the meeting to read the options that could guide Council on the termination of contract options outlined on Page 70 of the Management Committee agenda of 18 June 2025.

Councillor Gordon then read Page 63, 2.4 of the same agenda and stated that he does not understand why Redforce has been given so much power, adding that if lawyers used for debt collection were given the same authority as Redforce, they would have the same success rate.

The CEO then reminded Councillors of the leniency methods put in place for residents, as:

- The amnesty period that can be used to pay debt off; and
- Agreements that residents are free to come make with the Office of the CEO and General Manager: Finance which allows for case specific payment flexibility.

The CEO then advised that Redforce only has a three-year period remaining on their contract, that can be run its course. In the interim:

- Residents unable to keep up with monthly account payments must engage relevant offices to make arrangements; and
- Council must increase the human capital in the section as well as equip them with the necessary tools to take over from Redforce.

Councillor Bramwell then stated that upon assumption of duties, their excitement was short-lived, as they soon realised the almost N\$ 360 million which residents owed this Council due to the non-implementation of the Credit Control Policy because of both poverty and politics.

The Councillor further stated that it was obvious something had to be done to address the non-payment of services and administrators did what they thought was a better alternative, and Redforce was appointed. However, the appointment was done with conditions of service some being that Redforce would:

- Provide monthly reports on the fees recovered; and
- Offer training to Council staff on debt collection which was probably also not done.

With that, the Councillor continued, it is evident that the fault in this matter can be shared by:

- Councillors, as they did not follow up on what is being done with the huge debt after they were informed about it;
- Redforce, for not adhering to the agreed conditions of service; and
- Administrators, for not ensuring the contract is honoured in its entirety.

Councillor Shoji then read from Page 66, 5.4 to 5.6 of the MC agenda and stated that the because the contract was not signed by both the Acting CEO and MC Chairperson, the contract is invalid and requested that the public at large be informed of the advisory opinion in its entirety.

The CEO responded by directing the meeting to Page 71, 9.1.2, of the MC agenda where the same advisory opinion states that the contract is in fact valid.

Councillor Hoaeb cautioned the meeting to not consider the legal opinions in isolation because unfortunately the Local Authorities Act requires contracts to be signed by both the MC Chairperson and CEO, and that the Procurement Act requires only the signature of the CEO as the Accounting Officer. He added that this should be addressed at a higher level.

Councillor Mutondoka reminded the meeting of Council's effort in 2024, to terminate the Redforce contract that resulted in a High Court reinstatement of the debt collector, and that because it cannot be done away with now, the Minister of Urban and Rural Development has requested that the Redforce contract be sent to his office.

The Councillor added that the MC recommendations are fair, and residents can follow the CEO's advice and work out a flexible repayment agreement.

The CEO confirmed to the meeting that the Redforce contract has been sent to the Office of the Minister.

Councillor Gordon registered his dissenting vote against this item.

The Municipal Council RESOLVED:

- (1) That the Municipal Council takes note of the advice of the Attorney-General as contained in its letter dated 22 May 2025, with due regard to its conclusions that:
 - the public procurement processes as contemplated in the Public Procurement Act, 2015, have been followed;
 - the requirements of section 31A(a) of the Local Authorities Act, 1992, relating to signatories, have not been complied with and rectification was already introduced by the substantive Chief Executive Officer for all contracts and agreements made and entered into under the said section;
 - the correction of the shortcomings as alluded to in both the Council's Delegation of Powers Policy and its Signing Powers Policy, are receiving attention and will be submitted for revision in due course; and
 - the Council is still at liberty to invoke section 63 of the Public Procurement Act, 2015, as long as it meets the requirements thereof read with clause 12 of the Addendum to the Underlying Agreement.
- (2) That it further be noted that the general principles of the *Turquand Rule* as applied in the Namibian judicial system applies to the award, the contract and the addendum thereto.
- (3) That based on the Credit Control Policy still under review the Municipal Council will reduce the downpayment on the settlement of the accounts from 50% to 25% for residential accounts and 30% for business accounts.
- (4) That the Municipal Council will absorb 2% of the 12% collection commission and the 10% will be payable by the debtor.

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11.8 **Mass formalisation of informal settlements in pilot towns Walvis Bay, Windhoek, Rundu, Keetmanshoop and Oshakati: Allocation of land for the housing project** (Add. No. 7; M/C Meeting 18/06/2025; File Farm 37) (OCM No. 77/2025/06/24)

Councillor Mutondoka requested that different housing typologies that will accommodate people in various phases of life be constructed.

The CEO responded saying that the first phase of the plan is to construct 200 houses with one and two-bedroom houses for ultra-low-income earners within this set delivery timeframe.

Councillor Mutondoka then stated that she is happy that this Council has already allocated land and appointed contractors.

The Municipal Council RESOLVED:

- (1) That the Council resolution dated 08 June 2022 under item 12.5 be rescinded.
- (2) That the following unserviced Extensions/Portions be allocated to the new housing project under the informal settlements upgrade programme:
 - Green Valley Proper, which comprises of 244 single residential erven
 - Extension Number 1, which comprises of 254 single residential erven
 - Extension Number 2, which comprises of 241 single residential erven
 - Extension 3, which comprises of 543 single residential erven
 - Extension 4, which comprises of 309 single residential erven
 - Extension 5, which comprises of 402 single residential erven
- (3) That Extension 3, Extension 4 and 5 of Farm 37 be allocated to the National Housing Enterprise (NHE) under the informal settlement upgrade programme.
- (4) That no informal structures (shebeens, bars and such illegal structures) be allowed on any part of the development or individual erven.
- (5) That the contractors be allowed to occupy the erven and start with construction, at own risk, while administrative issues are being attended to.
- (6) That procurement of contractors be carried out in line with the provisions of the Public Procurement Act (Act No. 15 of 2015), as amended.
- (7) That land development take place concurrent with housing development.

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11.9 **Application to purchase Portions 15, 16 and 17 of Farm 37 Walvis Bay: Shack Dwellers Federation of Namibia** (Add. No. 7; M/C Meeting 18/06/2025; Farm 37) (OCM No. 78/2025/06/24)

Councillor Gordon enquired how and where residents must apply for land at Farm 37, and Councillor Hoaeb responded that a statement would be issued listing federations registered with Council with their contact numbers for residents to join. He further directed that the list must be shared on all of the Council's communication platforms to ensure transparency and public awareness.

The Municipal Council RESOLVED:

- (1) That ± 99,3703 Ha of unserviced/unsurveyed Portion 15 – 17 of Farm 37, be sold by private transaction to Shack Dwellers Federation of Namibia (the applicant), at N\$5.00/m².
- (2) That all erven not zoned single residential erven revert back to Council.
- (3) That the applicant be reimbursed for these erven to revert back to Council based on actual development cost, to be verified by the General Manager: Roads and Building Control.
- (4) That the applicant, at its own cost, advertises the sale by private transaction for objections in terms of the provisions of Section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.

- (5) That, in terms of Section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, and Section 63 of the Local Authorities Amendments Act, 2018 (Act 3 of 2018), the approval of the Minister of Urban and Rural Development be obtained.
- (6) That the applicant submits the necessary Environmental Impact Assessment Study (EIAS) and Environmental Clearance Certificate, in terms of Section 56 of the Environmental Management Act, Act 7 of 2007, from the Ministry of Environment, Forestry and Tourism, Directorate: Environment Affairs, for the development of Portion 4 of Remainder Farm 37.
- (7) That after all approvals have been obtained, the agreement of sale be signed within a period not exceeding six (6) months, a 10% deposit of the purchase price be paid on the date of sale, and the balance be paid within 36 months from the date of sale as per the Sale/ Lease of Land Policy of Council.
- (8) That, the applicant pay 10% of the purchase price towards the landscaping fund at the date of sale.
- (9) That the applicant contributes to the actual cost of the provision of bulk services. The Department Roads and Building Control determine the exact contribution when final designs of bulk services are approved.
- (10) That the applicant, at own cost, do all and/or or any required groundwork, provides all outstanding services and adheres to the guidelines/standard requirements for all services, i.e. water connection, water/sewerage/electrical reticulation, tarred roads and that such services be donated to Council, free of charge.
- (11) That the applicant and Council enters into a development agreement simultaneously to the signing of the Deed of Sale with timelines.
- (12) That electrical requirements/services and/or any other information in this regard, be taken up with ERONGO RED.
- (13) That the applicant shall commence with development within twenty- four (24) months from the date of transfer in the Deeds Office, and that such development be completed within thirty-six (36) months from such date of transfer; failing to comply would result in the undeveloped erf/erven to revert back to Council at the cost of the applicant.
- (14) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.

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11.10 **Application for acquisition of unserviced Portion 4 of Farm 58 Walvis Bay: Desert Bay Film Studio Group (Pty) Ltd** (Add. No. 7; M/C Meeting 18/06/2025; File Farm 58, Portion 2 of Farm 58 & Portion 4 of Farm 58) (OCM No. 79/2025/06/24)

The Municipal Council RESOLVED:

- (1) That the Municipal Council resolution no. 11.16 of Council meeting held on 3 December 2024, be rescinded.

- (2) That principle approval be granted for the reservation of Portion 4, Farm 58, 163 Ha in size, to Desert Bay Film Studio Group (Pty) Ltd (the applicant).
- (3) That, within a period of (6) months, the applicant submits a feasibility study regarding the viability of the proposed development and firm indication of financial capability to commence with the project.
- (4) That once (2) above has been conformed to, and submitted, a final report be submitted to the Council to include purchase price and the conditions of sale.

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11.11 **Application to purchase Erf 3693 Narraville, Extension 7: Kotshamutenya Shop & Liquor CC** (Add. No. 7; M/C Meeting 18/06/2025; File 3693 N) (OCM No. 80/2025/06/24)

The Municipal Council RESOLVED:

- (1) That Erf 3693 Narraville, Extension 7, in extent 907 m², be sold by private transaction Kotshamutenya Shop & Liquor CC (the applicant) at N\$724.00/m² plus 15% VAT.
- (2) That the applicant, at its own cost, advertises the sale by private transaction for objections in terms of the provisions of Section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (3) That the Ministry of Urban and Rural Development be consulted, and approval be obtained on the proposed sale and its conditions in terms of Section 63 of the Local Authorities Act, 23 (Act 23 of 1992).
- (4) That after all approvals have been obtained, the agreement of sale be signed and a 10% deposit of the purchase price be paid on the date of sale, and the balance be paid and/or secured by an acceptable bank guarantee within 120 days from the date of sale.
- (5) That an amount equal to 10% of the purchase price be paid on the date of sale toward the landscaping fund.
- (6) That the applicant and Council enters into a development agreement simultaneously to the signing of the Deed of Sale with timelines.
- (7) That the applicant, at own cost, do all and/or or any required ground works, provides all outstanding services and adheres to the guidelines/standard requirements for all services, i.e., water connection, water/sewerage/electrical reticulation.
- (8) That electrical requirements/services and/or any other information in this regard, be taken up with Erongo RED.
- (9) That the applicant and Council enter into a development agreement simultaneously to the signing of the lease agreement with timelines.
- (10) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.



- (11) That parties develop a framework for Socio-Economic support Projects through the applicant's Corporate Social Responsibility (CSR) Programme towards the community of Walvis Bay, concurrent to the signing of the development agreement.

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11.12 **Application to purchase Erven 5913 and 5914 Walvis Bay, Extension 14: Jeimans Transport CC** (Add. No. 7; M/C Meeting 18/06/2025; File 5913 & 5914 W) (OCM No. 81/2025/06/24)

Councillor Mutondoka requested that applicants be held accountable on the corporate social responsibilities signed for in these agreements.

Councillor Bramwell reminded the meeting of Councillor Victor's request that plans indicating allocated and available Council owned land be provided to Councillors to avoid double allocations and proper stock-take to be done.

The Municipal Council RESOLVED:

- (1) That Erven 5913 and 5914 Walvis Bay, Extension 14, measuring 4,619.89 m² be sold by private transaction to Jeimans Transport CC (the applicant), at N\$ 650.00/m² plus 15% VAT.
- (2) That the applicant, at its own cost, advertises the sale by private transaction for objections in terms of the provisions of Section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (3) That the Ministry of Urban and Rural Development be consulted, and approval be obtained on the proposed sale and its conditions in terms of Section 63 of the Local Authorities Act, 23 (Act 23 of 1992).
- (4) That after all approvals have been obtained, the agreement of sale be signed and a 10% deposit of the purchase price be paid on the date of sale, and the balance be paid and/or secured by an acceptable bank guarantee within 120 days from the date of sale.
- (5) That an amount equal to 10% of the purchase price be paid on the date of sale toward the landscaping fund.
- (6) That the applicant and Council enter into a development agreement simultaneously to the signing of the Deed of Sale with timelines.
- (7) That the applicant, at own cost, do all and/or or any required ground works, provides all outstanding services and adheres to the guidelines/standard requirements for all services, i.e., water connection, water/sewerage/electrical reticulation, tarred roads and that such services be donated to Council, free of charge.
- (8) That electrical requirements/services and/or any other information in this regard, be taken up with Erongo RED.
- (9) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.



- (10) That parties develop a framework for Socio-Economic support Projects through the applicant's Corporate Social Responsibility (CSR) Programme towards the community of Walvis Bay, concurrent to the signing of the development agreement.

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11.13 **Application for lease Area B of Farm 38: RS Brick Factory CC** (Add. No. 7; M/C Meeting 18/06/2025; File Farm 38) (OCM No. 82/2025/06/24)

The Municipal Council RESOLVED:

- (1) That Portion B of Farm 38, in extent 73,800 m², be leased to RS Brick Factory CC (the applicant) with an option to buy at a rental of N\$86,346.00 (N\$ 1.17/m²) plus 15 % VAT per month, escalating with 10% per annum, for the establishment of Brick Manufacturing Plant.
- (2) That the lease term be for ten (10) years with an option to renew, which renewal be applied for in writing by the applicant.
- (3) That the applicant be informed that the lease agreement will not constitute an automatic sale after the lease of 10 years has lapsed.
- (4) That the applicant, at its own cost, advertises the lease by private transaction for objections in terms of the provisions of Section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (5) That, in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, the approval of the Minister of Urban and Rural Development be obtained.
- (6) That the Ministry of Urban and Rural Development be consulted on the proposed sale and its conditions in terms of Section 63 of the Local Authorities Amendments Act, 2018 (Act 3 of 2018).
- (7) That the applicant submits the necessary Environmental Impact Assessment Study (EIAS) and Environmental Clearance Certificate, in terms of Section 56 of the Environmental Management Act, Act 7 of 2007, from the Ministry of Environment and Tourism, Directorate: Environment Affairs, for the development of this land.
- (8) That the applicant, in conjunction with the Department of Roads & Building Control, has the required 73,800 m² of Farm 38 surveyed at the applicant's cost.
- (9) That no unauthorized structures, or structures not approved in terms of the provisions of the Standard Building Regulations, shall be allowed on the site and the applicant shall, prior to the erection of any structures on the site, obtain the approval from the General Manager: Roads & Building Control.
- (10) That the applicant shall, on vacating the site, rehabilitate the area to the satisfaction of the General Manager: Roads & Building Control.
- (11) That a refundable, non-interest-bearing deposit of N\$ 10,000.00 be paid by the applicant on the date of signing the lease agreement, to cover the costs of rehabilitation of the site should the applicant fail to do so.
- (12) That the applicant, at its own cost, provides all services and adheres to the guidelines/standard requirements for all services, i.e. water connection, water/sewerage/electricity reticulation.

- (13) That the applicant shall, at own cost, enclose the leased area.
- (14) That electrical requirements/services and/or any other information in this regard be taken up with Erongo RED.
- (15) That the applicant must comply at all times to all relevant requirements of Council's Standard Building Regulations, Health and Municipal Regulations.
- (16) That the Municipal Council of Walvis Bay is not held liable to reimburse the applicant for any improvements affected on the site should the lease not be extended after the initial lease period.
- (17) That the applicant guarantees and indemnifies the Municipality of Walvis Bay against any action, claim or loss, injury, or damage which the applicant or any third party may suffer as a direct or indirect result of the development covered by the lease agreement.
- (18) That the applicant and Council enter into a development agreement simultaneously to the signing of the lease agreement with timelines.
- (19) That in the event the applicant fails to meet the conditions of this Council approval, the approval be regarded as null and void.
- (20) That parties develop a framework for Socio-Economic support Projects through the applicant's Corporate Social Responsibility (CSR) Programme towards the community of Walvis Bay, concurrent to the signing of the development agreement.
- (21) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.

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11.14 **Application for lease of land on Farm 38: Nani Import and Export CC** (Add. No. 7; M/C Meeting 18/06/2025; File Farm 38) (OCM No. 83/2025/06/24)

The Municipal Council RESOLVED:

- (1) That 90,013m² of Farm 38 be leased to Nani Import and Export CC (the applicant) at a rental of N\$ 105 315.21 (N\$ 1.17/m²) plus N\$ 15 797.28 (15 % VAT) per month, escalating with 10% per annum, for establishment of warehouses and storage facility.
- (2) That the lease term be for fifteen (15) years with an option to renew, which renewal be applied for in writing by the applicant.
- (3) That the applicant be informed that the lease agreement will not constitute an automatic sale after the lease of 15 years has lapsed.
- (4) That the applicant, at its own cost, advertises the lease by private transaction for objections in terms of the provisions of Section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.

[Handwritten signature]

- (5) That, in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, the approval of the Minister of Urban and Rural Development be obtained.
- (6) That the Ministry of Urban and Rural Development be consulted on the proposed sale and its conditions in terms of Section 63 of the Local Authorities Amendments Act, 2018 (Act 3 of 2018).
- (7) That the applicant submits the necessary Environmental Impact Assessment Study (EIAS) and Environmental Clearance Certificate, in terms of Section 56 of the Environmental Management Act, Act 7 of 2007, from the Ministry of Environment and Tourism, Directorate: Environment Affairs, for the development of this land.
- (8) That the applicant, in conjunction with the Department of Roads & Building Control, has the required 85,000 m² of Farm 38 surveyed at the applicant's cost.
- (9) That no unauthorized structures, or structures not approved in terms of the provisions of the Standard Building Regulations, shall be allowed on the site and the applicant shall, prior to the erection of any structures on the site, obtain the approval from the General Manager: Roads & Building Control.
- (10) That the applicant shall, on vacating the site, rehabilitate the area to the satisfaction of the General Manager: Roads & Building Control.
- (11) That a refundable, non-interest-bearing deposit of N\$ 10,000.00 be paid by the applicant on the date of signing the lease agreement, to cover the costs of rehabilitation of the site should the applicant fail to do so.
- (12) That the applicant, at its own cost, provides all services and adheres to the guidelines/standard requirements for all services, i.e. water connection, water/sewerage/electricity reticulation.
- (13) That the applicant shall, at own cost, enclose the leased area.
- (14) That electrical requirements/services and/or any other information in this regard be taken up with Erongo RED.
- (15) That the applicant must comply at all times to all relevant requirements of Council's Standard Building Regulations, Health and Municipal Regulations.
- (16) That the Municipal Council of Walvis Bay is not held liable to reimburse the applicant for any improvements affected on the site should the lease not be extended after the initial lease period.
- (17) That the applicant guarantees and indemnifies the Municipality of Walvis Bay against any action, claim or loss, injury, or damage which the applicant or any third party may suffer as a direct or indirect result of the development covered by the lease agreement.
- (18) That the applicant and Council enter into a development agreement simultaneously to the signing of the lease agreement with timelines.



- (19) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.
- (20) That parties develop a framework for Socio-Economic support Projects through the applicant's Corporate Social Responsibility (CSR) Program towards the community of Walvis Bay, concurrent to the signing of the development agreement.

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11.15 **Application to lease Portion 5 of Remainder Farm 38 Walvis Bay: F P Du Toit Transport**
(Add. No. 15; M/C Meeting 18/06/2025; File Farm 38) (OCM No. 84/2025/06/24)

The Municipal Council RESOLVED:

- (1) That Portion 5 of Remainder Farm 38, in extent 86,532 m², be leased to FP du Toit (the applicant), with option to buy, at a rental of N\$1,17 cents/m² plus 15 % VAT per month, escalating with 10% per annum.
- (2) That the applicant, at its own cost, advertises the lease by private transaction for objections in terms of the provisions of section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (3) That, in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, the approval of the Minister of Urban and Rural Development be obtained.
- (4) That the Ministry of Urban and Rural Development be consulted on the proposed lease and its conditions in terms of Section 63 of the Local Authorities Amendments Act, 2018 (Act 3 of 2018).
- (5) That, prior to the signing of a lease agreement, the applicants obtain an Environmental Clearance Certificate in terms of section 56 of the Environmental Management Act (Act 7 of 2007) from the Ministry of Environment and Tourism, Directorate: Environmental Affairs.
- (6) That the lease agreement be signed and the monthly rental be levied once the agreement has been signed by all parties.
- (7) That the lease period be for 10 years, to be extended for a further period as agreed upon between the Municipality of Walvis Bay and the applicant.
- (8) That a Notarial Deed of Lease be registered and the applicant to bear all costs.
- (9) That the applicant, in conjunction with the Department of Roads & Building Control, have the required 86,532 m² of Farm 38 surveyed at the applicant's cost.
- (10) That no unauthorized structures, or structures not approved in terms of the provisions of the Standard Building Regulations, shall be allowed on the site and the applicant shall, prior to the erection of any structures on the site, obtain the approval from the General Manager: Roads & Building Control.
- (11) That the applicant shall, on vacating the site, rehabilitate the area to the satisfaction of the General Manager: Roads & Building Control.

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- (12) That a refundable, non-interest-bearing deposit of N\$10,000.00 be paid by the applicant on date of signing the lease agreement, to cover the costs of rehabilitation of the site should the applicant fail to do so.
- (13) That the applicant, at its own cost, provides all services and adheres to the guidelines/standard requirements for all services, i.e. water connection, water/sewerage/electricity reticulation.
- (14) That the applicant shall, at own cost, enclose the leased area.
- (15) That electrical requirements/services and/or any other information in this regard be taken up with Erongo RED.
- (16) That the applicant has to comply at all times to all relevant requirements of Council's Standard Building Regulations, Health and Municipal Regulations.
- (17) That the Municipal Council of Walvis Bay not be held liable to reimburse the applicant for any improvements affected on the site should the lease not be extended after 10 years.
- (18) That the applicant guarantees and indemnifies the Municipality of Walvis Bay against any action, claim or loss, injury or damage which the applicant or any third party may suffer as a direct or indirect result of the development covered by the lease agreement.
- (19) That the applicant and Council enters into a development agreement simultaneously to the signing of the Deed of Sale with timelines.
- (20) That in the event the applicant fails to meet the conditions of this Council approval, the approval be regarded as null and void.
- (21) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.
- (22) That parties develop a framework for Socio-Economic support Projects through the applicant's Corporate Social Responsibility (CSR) Programme towards the community of Walvis Bay for the purpose of constructing a satellite Fire Brigade Station at Farm 37 to the benefit of the residents.

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11.16 Application for lease of land on Farm 38: Transnational Logistics and Investments CC
(Add. No. 16; M/C Meeting 18/06/2025; File Farm 38) (OCM No. 85/2025/06/24)

The Municipal Council RESOLVED:

- (1) That 20,732m² of Farm 38 be leased to Transnational Logistics and Investments CC (the applicant) at a rental of N\$ 24 256.44 (N\$ 1.17/m²) plus N\$ 3 638.46 (15 % VAT) per month, escalating with 10% per annum, for establishment of warehouses and storage facility.
- (2) That the lease term be for ten (10) years with an option to renew, which renewal be applied for in writing by the applicant.



- (3) That the applicant be informed that the lease agreement will not constitute an automatic sale after the lease of 10 years has lapsed.
- (4) That the applicant, at its own cost, advertises the lease by private transaction for objections in terms of the provisions of Section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (5) That, in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, the approval of the Minister of Urban and Rural Development be obtained.
- (6) That the Ministry of Urban and Rural Development be consulted on the proposed sale and its conditions in terms of Section 63 of the Local Authorities Amendments Act, 2018 (Act 3 of 2018).
- (7) That the applicant submits the necessary Environmental Impact Assessment Study (EIAS) and Environmental Clearance Certificate, in terms of Section 56 of the Environmental Management Act, Act 7 of 2007, from the Ministry of Environment and Tourism, Directorate: Environment Affairs, for the development of this land.
- (8) That the applicant, in conjunction with the Department of Roads & Building Control, has the required 20,732 m² of Farm 38 surveyed at the applicant's cost.
- (9) That no unauthorized structures, or structures not approved in terms of the provisions of the Standard Building Regulations, shall be allowed on the site and the applicant shall, prior to the erection of any structures on the site, obtain the approval from the General Manager: Roads & Building Control.
- (10) That the applicant shall, on vacating the site, rehabilitate the area to the satisfaction of the General Manager: Roads & Building Control.
- (11) That a refundable, non-interest-bearing deposit of N\$ 10,000.00 be paid by the applicant on the date of signing the lease agreement, to cover the costs of rehabilitation of the site should the applicant fail to do so.
- (12) That the applicant, at its own cost, provides all services and adheres to the guidelines/standard requirements for all services, i.e. water connection, water/sewerage/electricity reticulation.
- (13) That the applicant shall, at own cost, enclose the leased area.
- (14) That electrical requirements/services and/or any other information in this regard be taken up with Erongo RED.
- (15) That the applicant must comply at all times to all relevant requirements of Council's Standard Building Regulations, Health and Municipal Regulations.
- (16) That the Municipal Council of Walvis Bay is not held liable to reimburse the applicant for any improvements affected on the site should the lease not be extended after the initial lease period.
- (17) That the applicant and Council enter into a development agreement simultaneously to the signing of the lease agreement with timelines.



- (18) That the applicant guarantees and indemnifies the Municipality of Walvis Bay against any action, claim or loss, injury, or damage which the applicant or any third party may suffer as a direct or indirect result of the development covered by the lease agreement.
- (19) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read together with Section 26 of the said Act, is complied with, and that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.
- (20) That parties develop a framework for Socio-Economic support Projects through the applicant's Corporate Social Responsibility (CSR) Program towards the community of Walvis Bay.

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11.17 **Feedback report: Validation workshop on National Urban Land Policy held in Windhoek from 19 – 20 May 2025** (Add. No. 17; M/C Meeting 18/06/2025; File 17/2/P) (OCM No. 86/2025/06/24)

The Municipal Council RESOLVED:

That the Municipal Council take notes of the feedback report on the validation workshop to review the Draft Urban Land Policy held in Windhoek from 19 – 20 May 2025.

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11.18 **Feedback report to Council on the 18th edition of the Annual Lüderitz Crayfish Festival 2025 Conference, 30 April to 01 May 2025** (Add. No. 18; M/C Meeting 18/06/2025; File 11/3/2/1) (OCM No. 87/2025/06/24)

The Municipal Council RESOLVED:

That the Municipal Council take notes of the report on the 18th edition of the annual Lüderitz Crayfish Festival 2025, Business Conference.

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11.19 **Feedback report to Council regarding the participation of the Walvis Bay Municipal sports team at the Namibian Local Authority Sports and Recreation Association in Katima Mulilo, Zambezi Region from 25 - 31 May 2025** (Add. No. 19; M/C Meeting 18/06/2025; File 11/2/17) (OCM No. 88/2025/06/24)

The Municipal Council RESOLVED:

That the feedback report of the Namibian Local Authority Sports and Recreation Association Games participation of the Municipal Sports team, be noted.

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11.20 **Participation in Southern Africa Inter-Municipal Sports Association Games: 2025 Maseru, Lesotho** (Add. No. 20; M/C Meeting 18/06/2025; File 11/2/16) (OCM No. 89/2025/06/24)

Councillor Bramwell registered his dissenting vote against this item and suggested that a portion of the funds rather be used to fix the men's restroom as it was out of order.

The Municipal Council RESOLVED:

- (1) That participation in the 2025 SAIMSA Games from 19 – 29 September 2025 in Maseru, Lesotho be approved.
- (2) That the budgeted amount of N\$ 750 000.00 to be allocated to cover the costs of participation in the SAIMSA Games 2025 in Maseru be approved.
- (3) That the expenditure of N\$ 750 000.00 be defrayed from the Vote No 0336/0776/0000 – SAIMSA, where an amount of N\$ 750 000.00 was budgeted for and the full amount is available.
- (4) That the expenditure be allocated as follows:
 - N\$ 11 000.00 – SAIMSA Affiliation and Registration Fees;
 - N\$ 739 000.00 – Transport and Accommodation for the approximately 100 officials
- (5) That special leave be granted from 19 – 29 September 2025, to the participants attending the SAIMSA Games 2025.
- (6) That special leave be granted to Mr. Daniel A. Mouton, as the Vice President of SAIMSA to attend the preparation meetings prior to the SAIMSA Games 2025 when invited.
- (7) That Councillors Saara Mutondoka, Olivia Andrews, Richard Hoaeb and Ephraim Shozi form part of the trip in an official capacity.

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

No reports were received.

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13. **MINUTES OF ASSOCIATIONS**

13.1 **Management Committee of the Association for Local Authorities (ALAN)** (File 12/1/2/1/2)

No minutes received.

13.2 **National Executive Committee of the Namibia Association of Local Authorities Officers (NALAO)** (File 12/1/2/1/11)

No minutes received.

13.3 **Namibia National Mayors' Forum** (File 12/1/2/1/17)

No minutes received.

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The Chairperson thanked all members, and the meeting terminated at 20:23.



CHAIRPERSON

Date: 04/08/2025

Date of confirmation of minutes:



CHIEF EXECUTIVE OFFICER

Date: 01/08/2025

Ordinary Council Meeting Minutes compiled by:

Gwenneth !Gaoses