



MUNICIPALITY OF WALVIS BAY

AGENDA

ORDINARY COUNCIL MEETING

**To be held in the
Kuisebmond Council Chambers,
Nathaniel Maxuilili Avenue**

**ON TUESDAY
24 JUNE 2025
AT 16:00**



Municipality of Walvis Bay

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Date: 19 June 2025

NOTICE

His Worship the Mayor and Councillors
General Managers

JUNE 2025 - ORDINARY COUNCIL MEETING OF THE LOCAL AUTHORITY COUNCIL OF WALVIS BAY

Notice is hereby given that the Ordinary Council meeting of the Local Authority Council of Walvis Bay will be held in the Kuisebmond Council Chambers, Nathaniel Maxuillili : -

Tuesday 24 June 2025 at 16:00

Yours faithfully,

Victoria N Kapenda
Chief Executive Officer

Date	Time
20/06/2025	15H22

Official	Date	Time	Signed off
Compiler	20/06/2025	15:15	
M: CS	20/06/2025	15:24	



Agenda

1. **Opening by prayer** (File 3/1)
- =====

2. **Adoption of agenda and declaration of interest**
- =====

3. **Application for leave of absence by members of council** (File 3/3/1/4)
- =====

4. **Confirmation of minutes of previous meeting/s** (File 3/3/2/3/1)

- 4.1 Minutes of the Ordinary Council Meeting held on Tuesday 03 June 2025, to be confirmed and approved.
- 4.2 Minutes of the Special Council Meeting held on Tuesday 17 June 2025, to be confirmed and approved.
- =====

5. **Interviews with deputations or persons summoned or requested to attend meetings** (File 3/3/2/3/2)

None.

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6. **Official announcements, statements, and communications**
- =====

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

No petitions received.

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8. **Motions of members** (File 3/3/1/1)

Motion Number 29, dated 09 June 2025, titled: "Redforce", submitted by Councillor Ryan Gordon. See Pages 3 – 5.

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9. **Answers to questions of which notice has been given** (File 3/3/1/2)

No questions received.

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To submit a motion for consideration by the Municipal Council of Walvis Bay, please complete and sign this form and submit it to the Chief Executive Officer at least 6 working days prior to the date of the next ensuing Council meeting as contemplated in Rule 13 of the Standing Rules of Order

Motion sequence number: 29
(to be completed by the administration)

MOTION: Redforce

Motion submitted by: Councillor Ryan R Gordon

Objective of Motion: To

1. Redforce Debt Management cc, still continue whilst investigation is ongoing, currently we have received feedback from Competitions Commission of Namibia, in addition to that, we already have a detailed report at our disposal, by a reputable Advocate, Metcalfe which we have contracted as an investigator, this report is sufficient enough, to pave a conclusive informed decision, regarding the way forward with Redforce Debt Management cc in Walvis Bay Municipality.

The cruel water-cuts still continues, which is a direct violation of a human right, as per the Namibian Constitution under Article 8 (1) ;(2) (a), (b)

Respect for human dignity

- (1) The dignity of all persons shall be inviolable.
- (2) (a) In any judicial proceedings or in other proceedings before any organ of the State, and during the enforcement of a penalty, respect for human dignity shall be guaranteed.
(b) No person shall be subject to torture or to cruel, inhuman or degrading treatment or punishment.

Rationale and motivation:

1. Looking at the economic situation we currently find ourselves as a Country, we find ourselves in a very fragile state economically. I herewith suggest that we give exemption on our pensioner accounts to give them relief on the already strained monthly government N\$ 1600.00 pension, which they use to pay municipal services. The pensioners have paid and contributed to the development of the town over the years and deserve a break during their senior years.
2. According to Redforce Debt Management / Municipality Service Agreement, there should be a 12% payment on every defaulting account.

The breakdown of the 12% payment to Redforce debt management is as follows:

- 10% Paid by the municipality account holder.
- 2% To be paid by the Municipality.

As the municipality of Walvis Bay, we are overcharging charging the residents with imposing the full 12%, which is a total rip-off, on the customer end, which means we are **overcharging them**, and violating our own contract/agreement. I suggest we institute a forensic audit, to pay back residents the extra 2% that they were charged during the tenure of Redforce Operations so far.



Proposal to be considered by Council:

1. As Councilor , I had on numerous occasions received complaints from Community members that, they cannot afford, the monies that Redforces, forcefully make them agree, as a result they manage to at least secure half or a quarter of the said amount, and they refuse to accept this half payments, which totally defeats our goal to recover debts, we are in the process to recover debt, that have been accumulated overtime,(years) which we as municipality also contributed to the accumulation , by failing **miserably** to implement, the credit control policy (As implemented October 2002 and Revised August 2007) , which clearly calls for accounts to be suspended if and when they reach N\$ 10,000.00. (Some accounts were over N\$ 60,000.00)
1.4 .5 Clearly states, **ALL** outstanding accounts balance of up to N\$10,000.00 and for which no alternative arrangement has been made with the council shall be handed over to the appointed Debt Collectors after the expiry of (90) days from the initial due date for payments, which means we indirectly contributed to the swollen Debtors book.

2. The only way for us to plan, and to implement is when we take stock. In order to effect this kindly provide full Financial Report on current:
 - *Total collections
 - *Total payments to Redforce
 - *Municipality

Chairperson of Council. I so move.

Ryan Gordon
Cllr.



09__ / __06__ / 2025
Date



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10. **REPORTS OF THE MANAGEMENT COMMITTEE FOR JUNE 2025**

None.

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11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE FOR JUNE 2025**

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)

The purpose of this submission is to seek approval for a supplementary budget based on newly available state funding, which was not known at the time of the original budget approval.

The Management Committee RECOMMENDED:

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.

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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)

The purpose of this report is to submit the audited Annual Financial Statements (AFS) for the financial years ending June 2022 and June 2023 to Council. This submission is in accordance with the provisions of Section 87(3)(a) of the Local Authorities Act, 1992 (Act 23 of 1992).

The Management Committee RECOMMENDED:

- (1) That the Municipal Council take 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)

The purpose of this submission is for the Management Committee to consider a request received from the Namibia Association of Local Authority Officers (NALAO) and make recommendations to the Municipal Council. The request pertains to financial, political, and logistical support from Council for the hosting of NALAO’s upcoming Annual General Meeting (AGM) and conference in Walvis Bay. Council’s assistance in raising additional funding for the event has also been solicited.

The Management Committee RECOMMENDED:

That the Municipal Council consider NALAO’s request.

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11.4 **Public auction** (Add. No. 4; M/C Meeting 18/06/2025; File)

The purpose of this submission is to inform the Municipal Council of the list of items set to be auctioned at the upcoming public auction and to inform that such items will be auctioned through the approved procurement process.

The Management Committee RECOMMENDED:

- (1) That the Municipal Council take 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)

The purpose of this addendum is twofold, that is to obtain Council approval for the issuance of a new Corporate Credit Card to the Chief Executive Officer (CEO) and to request a review of the current Standard Operating Procedures (SOPs) regarding the use of Corporate Credit Cards and Petrol Cards.

The Management Committee RECOMMENDED:

- (1) That the Municipal Council approve 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)

The purpose of this report is twofold, that is to inform Council of the outcomes resulting from the current interest amnesty initiative and to request approval for the implementation of a new interest amnesty period.

The Management Committee RECOMMENDED:

- (1) That the Municipal Council take 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)

For the Municipal Council of Walvis Bay to consider the advisory opinion relating to the procurement processes for the appointment of RedForce Debt Management CC.

The Chief Executive Officer informed the Council during an Informal Discussions meeting held on 12 November 2024 that she has referred the matter of the procurement processes for the appointment of RedForce Debt Management CC to the Procurement Policy Unit and then on the advice of the PPU to the Office of the Attorney-General. The latter was submitted to the Attorney-General’s Office on 22 October 2024.

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to request the Management Committee to recommend to the Council to grant approval, amongst others, for the allocation of Portions of land on Farm 37 for the new housing project.

The Management Committee RECOMMENDED:

- (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)

The purpose of the submission is to request the Management Committee to recommend to Council, amongst others, that unserviced/unsurveyed Portions 15 – 17 of Farm 37, measuring 99,3703 Ha in extent, be alienated to Shack Dwellers Federation of Namibia.

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to request the Management Committee to recommend to Council, to rescind previous Council Resolution regarding the sale of Portion 2 of Farm 58 and to recommend, amongst others, that principle approval be given for the sale by private transaction, of unserviced Portion 4 of Farm 58, Walvis Bay, 163 Ha in size, to Desert Bay Film Studio Group (Pty) Ltd (the applicant), for construction of a film studio in Walvis Bay.

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to recommend to the Management Committee to recommend to Council to grant approval, amongst others, that erf 3693 Narraville, Extension 7, be sold to Kotshamutenya Shop & Liquor CC (the applicant).

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to request the Management Committee to recommend to the Council that Erven 5913 and 5914 Walvis Bay, Extension 14, be sold by private transaction to Jeimans Transport CC (the applicant).

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to request the Management Committee to recommend to the Council that Portion B of Farm 38 be leased by private transaction to RS Brick Factory CC (the applicant), for a brick manufacturing factory.

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to request the Management Committee to recommend to the Council that the lease of a portion of Farm 38 by private transaction to Nani Import and Export CC (the applicant), be approved.

The Management Committee RECOMMENDED:

- (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.
- (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)

The purpose of this submission is to recommend to Management Committee to recommend to Council to grant approval, amongst others, for the lease of Portion 5 of Farm 38, in extent 86,532 m², to F P du Toit Transport (the applicant).

The Management Committee RECOMMENDED:

- (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.
- (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)

The purpose of this submission is to request the Management Committee to recommend to Council that lease of a portion of Farm 38 by private transaction to Transnational Logistics and Investments CC (TNL) (the applicant), be approved.

The Management Committee RECOMMENDED:

- (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)

The purpose of this submission is to recommend amongst others that Council takes note of the feedback report on the validation workshop on National Urban Land Policy held in Windhoek, from 19 – 20 May 2025.

The Management Committee RECOMMENDED:

That the Municipal Council take note 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)

The purpose of the report is to provide feedback to the Council regarding the attendance at the Lüderitz Crayfish Festival from 30 April 2025 to 01 May 2025.

The Management Committee RECOMMENDED:

That the Municipal Council take note 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)

The purpose of this submission is to provide a feedback report to Council through the Management Committee regarding the hosting and the participation of the Walvis Bay Municipal sports team at the Namibian Local Authority Sports and Recreation Association (NALASRA) Games in Katima Mulilo, Zambezi Region from 25 - 31 May 2025.

The Management Committee RECOMMENDED:

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)

The purpose of the submission is to request permission from Council to participate in the Southern Africa Inter- Municipal Sports Association (SAIMSA) Games 2025, in Maseru, Lesotho.

The Management Committee RECOMMENDED:

- (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 Hoab and Ephraim Shozi form part of the trip in an official capacity.

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12. **Reports and recommendations of Advisory Committees and the Chief Executive Officer**

No reports or recommendations 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 have been received.

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

No minutes have been received.

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

No minutes have been received.

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