

ADJUSTED PERFORMANCE AGREEMENT

IN TERMS OF THE:

**LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT,
2000 (32 OF 2000), AS AMENDED**

AND

**LOCAL GOVERNMENT: MUNICIPAL PERFORMANCE REGULATION FOR
MUNICIPAL MANAGERS AND MANAGERS DIRECTLY ACCOUNTABLE TO
MUNICIPAL MANAGERS, 2006**

AND

**LOCAL GOVERNMENT: REGULATIONS ON APPOINTMENT AND CONDITIONS
OF EMPLOYMENT OF SENIOR MANAGERS, 2014**

Entered into by and between

The CITY OF MATLOSANA herein represented by

LESEGO SEAMETSO

in her capacity as

Acting Municipal Manager
(hereinafter referred to as the Employer)

and

BENJAMIN BAGANNE CHOCHÉ

as the

Director: Planning and Human Settlements
(hereinafter referred to as the Employee)

For the Period

1 July 2021 to 30 June 2022

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ADJUSTED PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

The CITY OF MATLOSANA herein represented by **LESEGO SEAMETSO (ID NR. 8703010275080)** in her capacity as the **ACTING MUNICIPAL MANAGER** (hereinafter referred to as the **Employer**) and **BEJAMIN BAGANNE CHOCHÉ (ID NR. 8512095426082)** in his capacity as the **DIRECTOR: PLANNING AND HUMAN SETTLEMENT** of the Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The **Employer** has entered into a contract of employment with the **Employee** in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000, as amended ("the Systems Act"). The **Employer** and the **Employee** are hereinafter referred to as "the Parties".
- 1.2 Section 57(1)(b) of the Systems Act, as amended read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Employee** to a set of outcomes that will secure local government policy goals.
- 1.4 The parties wish to ensure that there is compliance with Sections 57(4a), 57(4b) and 57(5) of the Systems Act and Section 57(4c) of the Systems Amendment Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b), (4a), (4b) and (5) of the Systems Act, Section 57(4c) of the Systems Amendment Act, as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
- 2.3 specify accountabilities as set out in a performance plan, which forms an Annexure to the Performance Agreement;
- 2.4 monitor and measure performance against set targeted outputs and outcomes;
- 2.5 use the Performance Agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.6 in the event of outstanding performance, to appropriately reward the employee; with Section 11 of this agreement and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 JULY 2021** and will remain in force until **30 JUNE 2022** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will include a new performance agreement that replaces this agreement at least once a year not later than 31st of July of the succeeding financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
 - 4.1.1 The performance objectives and targets that must be met by the **Employee**; and
 - 4.1.2 The time frames within which those performance objectives and targets must be met.
 - 4.1.3 The Competencies (Annexure B) – definitions in terms of regulation 21 of 17 January 2014 are required, to operate effectively as senior manager in the Local Government environment.
- 4.2 The performance objectives and targets reflected in the Performance Plan (Annexure A) are set by the **Employer** in consultation with the **Employee** and based on the Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include:
 - 4.2.1 Key objectives that describe the main tasks that needs to be done.
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved.
 - 4.2.3 Target dates that describe the timeframe in which the work must be achieved.
 - 4.2.4 Weightings that show the relative importance of the key objectives to each other.
- 4.3 The Personnel Development Plan (Annexure C) sets out the employee's personnel development requirements in line with the objectives and targets of the employer.
- 4.4 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The **Employee** agrees to participate in the performance management system that the **Employer** adopts or introduces for the **Employer**, management and municipal staff of the **Employer**.

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- 5.2 The **Employee** accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the **Employer**, management and municipal staff to perform to the standards required.
- 5.3 The **Employer** will consult the **Employee** about the specific performance standards and targets that will be included in the performance management system as applicable to the **Employee**.
- 5.4 The **Employee** undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the **Employee** shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Competencies respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPA's covering the main areas of work will account for 80% and Competencies will account for 20% of the final assessment.
- 5.6 The **Employee's** assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**:

Key Performance Areas (KPA's)	Weighting
Service Delivery & Infrastructure Development	5%
Municipal Institutional Development and Transformation	10%
Local Economic Development (LED)	0.0%
Municipal Financial Viability and Management	10%
Good Governance and Public Participation	75%
Total	100%

- 5.7 In the case of Senior Managers directly accountable to the Municipal Manager, key performance areas related to the functional area of the relevant manager must be subject to negotiation between the municipal manager and the relevant manager.
- 5.8 The competencies will make up the other 20% of the **Employee's** assessment score. The competencies are split into two groups, Leading competencies that drive strategic intent and direction and Core competencies which drive the execution of the leading competencies.

LEADING COMPETENCIES		WEIGHTING
Strategic Direction and Leadership	<ul style="list-style-type: none"> • Impact and Influence • Institutional Performance Management • Strategic Planning and Management • Organisational Awareness 	8.33%
People Management	<ul style="list-style-type: none"> • Human Capital Planning and Development • Diversity Management • Employee Relations Management • Negotiation and Dispute Management 	8.33%

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Program and Project Management	<ul style="list-style-type: none"> • Program and Project Planning and Implementation • Service Delivery Management • Program and Project Monitoring and Evaluation 	8.33%
Financial Management	<ul style="list-style-type: none"> • Budget Planning and Execution • Financial Strategy and Delivery • Financial Reporting and Monitoring 	8.33%
Change Leadership	<ul style="list-style-type: none"> • Change Vision and Strategy • Process Design and Improvement • Change Impact Monitoring and Evaluation 	8.33%
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	8.33%
CORE COMPETENCIES		WEIGHTING
Moral Competence		8.33%
Planning and Organising		8.33%
Analysis and Innovation		8.33%
Knowledge and Information Management		8.33%
Communication		8.33%
Results and Quality Focus		8.33%
TOTAL PERCENTAGE		100%

6. EVALUATING PERFORMANCE

6.1 The Performance Plan (Annexure A) to this Agreement sets out -

6.1.1 The standards and procedures for evaluating the **Employee's** performance; and

6.1.2 The intervals for the evaluation of the **Employee's** performance.

6.2 Despite the establishment of agreed intervals for evaluation, the **Employer** may in addition review the **Employee's** performance at any stage while the contract of employment remains in force.

6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan (Annexure C) as well as the actions agreed to and implementation must take place within set time frames.

6.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** SDBIP as described in 6.6 below.

6.5 The **Employee** will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report prior to the performance assessment meetings to the evaluation panel chairperson for distribution to the panel members for preparation purposes.

6.6 The **Employee** will submit quarterly performance reports on the implementation of the Financial Recovery Plan, on approved thereof.

6.7 The annual performance appraisal will involve:

6.7.1 **Assessment of the achievement of results as outlined in the Performance Plan:**

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.

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- (b) A rating on the five-point scale described in 6.7 below shall be provided for each KPI or group of KPI's which will then be multiplied by the weighting to calculate the score.
- (c) The **Employee** will submit his/her self – evaluation to the **Employer** prior to the final assessment.
- (d) In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The **Employee** should provide sufficient evidence in such instances.
- (e) An overall score will be calculated based on the total of the individual scores calculated above.
- (f) The applicable assessment rating calculator must be used to add the scores and calculate a final KPA score.

6.7.2 Assessment of the Competencies

- (a) Each competency will be assessed in terms of the description provided in (Annexure B).
- (b) An indicative rating on the five-point scale should be provided for each competency.
- (c) This rating should be multiplied by the weighting given to each competency during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator must be used to add the scores and calculate a final competency score.

6.7.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

6.8 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and Competencies:

Rating scale for KPA's

Level	Terminology	Description
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.

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Level	Terminology	Description
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

Rating scale for Competencies

Level	Terminology	Description
1	Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
2	Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
3	Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
4	Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping direction and change, develops and applies comprehensive concepts and methods.

6.9 For purposes of evaluating the annual performance of the Municipal Manager, an evaluation panel constituted of the following persons must be established: -

- 6.9.1 Executive Mayor;
- 6.9.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.9.3 Member of the Mayoral Committee;
- 6.9.4 Mayor and/or Municipal Manager from another municipality; and
- 6.9.5 Member of a ward committee as nominated by the Executive Mayor.

6.10 For purposes of evaluating the annual Performance of Senior Managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established:-

- 6.10.1 Municipal Manager;
- 6.10.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
- 6.10.3 Municipal Manager from another municipality.

6.11 The Performance Management Unit of the municipality must provide secretariat services to the evaluation panels referred to in paragraphs 6.9 and 6.10.

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7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of each **Employee** in relation to his / her performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

First quarter	:	July – September 2021
Second quarter	:	October – December 2021
Third quarter	:	January – March 2022
Fourth quarter	:	April – June 2022

7.2 The **Employer** shall keep a record of the mid-year review and annual assessment meetings.

7.3 Performance feedback shall be based on the **Employer's** assessment of the **Employee's** performance.

7.4 The **Employer** will be entitled to review and make reasonable changes to the provisions of (Annexure A) from time to time for operational reasons. The **Employee** will be fully consulted before any such change is made.

7.5 The **Employer** may amend the provisions of (Annexure A) whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the **Employee** will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as (Annexure C). Such plan may be implemented and/or amended as the case may be after each assessment.

9. OBLIGATIONS OF THE EMPLOYER

9.1 The **Employer** shall –

- 9.1.1 Create an enabling environment to facilitate effective performance by the employee;
- 9.1.2 Provide access to skills development and capacity building opportunities;
- 9.1.3 Work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee**;
- 9.1.4 On the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable him / her to meet the performance objectives and targets established in terms of this Agreement; and
- 9.1.5 Make available to the **Employee** such resources as the **Employee** may reasonably require from time to time to assist him / her to meet the performance objectives and targets established in terms of this Agreement.

10. CONSULTATION

10.1 The **Employer** agrees to consult the **Employee** timeously where the exercising of the powers will have amongst others –

- 10.1.1 A direct effect on the performance of any of the **Employee's** functions;
- 10.1.2 Commit the **Employee** to implement or to give effect to a decision made by the **Employer**; and

10.1.3 A substantial financial effect on the **Employer**.

10.2 The **Employer** agrees to inform the **Employee** of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the **Employee** to take any necessary action without delay.

11. MANAGEMENT OF EVALUATION OUTCOMES

11.1 The evaluation of the **Employee's** performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

11.2 A performance bonus of between 5% to 14% of the all-inclusive annual remuneration package may be paid to the **Employee** in recognition of outstanding performance to be constituted as follows:

Performance Score		Performance Bonus Percentage
From	To	
130%	133%	5%
134%	137%	6%
138%	141%	7%
142%	145%	8%
146%	149%	9%
150%	153%	10%
154%	157%	11%
158%	161%	12%
162%	165%	13%
166%	169%	14%

11.3 In the case of unacceptable performance, the **Employer** shall –

11.3.1 Provide systematic remedial or developmental support to assist the **Employee** to improve his or her performance; and

11.3.2 After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the **Employer** may consider steps to terminate the contract of employment of the **Employee** on grounds of unfitness or incapacity to carry out his or her duties.

12. DISPUTE RESOLUTION

12.1 Any disputes about the nature of the **Employee's** performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provided for, shall be mediated by –

12.1.1 The MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the **Employee**; or

12.1.2 Any other person appointed by the MEC.

12.1.3 In the case of Senior Managers directly accountable to the Municipal Manager, a member of the municipal council, provided that such member was not part of the evaluation panel provided for in sub-regulation 27(4)(e) of the Municipal Performance Regulations, 2006, within thirty (30) days of receipt of a formal dispute from the employee;

whose decision shall be final and binding on both parties.

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12.2 In the event that the mediation process contemplated above fails, clause relevant of the Contract of Employment shall apply.

13. GENERAL

13.1 The contents of this agreement and the outcome of any review conducted in terms of (Annexure A) may be made available to the public by the **Employer**.

13.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the **Employee** in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

13.3 The performance assessment results of the **Employee** must be submitted to the municipal council by the **Employer** within fourteen (14) days after the conclusion of the assessment for information purposes.

14. PERFORMANCE APPRAISALS

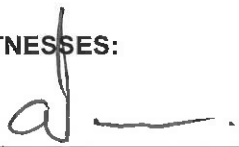
14.1 The **Employee** will be responsible for developing annual performance work plans and conducting performance appraisals with all staff in the Directorate as stipulated in Section 27 of the 2020 Performance Management System Framework document and Local Government Municipal Staff Regulations in terms of Gazette 45181, September 2021.

15. MINIMUM COMPETENCY LEVELS

15.1 The **Employee** shall ensure to attain the minimum competency levels required for the position within 18 months after the date of appointment, published in the Local Government Finance Management Act, 2003 Amendments to Municipal Regulations on Minimum Competency levels 2007, Government Notice 41996 of 26 October 2018.

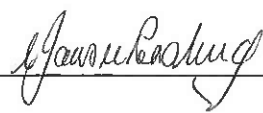
Thus done and signed at KLERKSDORP on this the 01 day of May 2022

AS WITNESSES:

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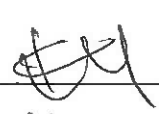



EMPLOYEE

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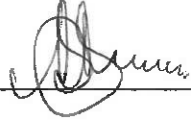
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AS WITNESSES:

1.  _____



EMPLOYER

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Adjusted Performance Plan

**DIRECTOR: PLANNING AND
HUMAN SETTLEMENTS
BB CHOCHÉ**

CITY OF MATLOSANA
Period 1 July 2021 until 30 June 2022

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DIRECTORATE PLANNING AND HUMAN SETTLEMENTS
MR BB CHOCHÉ

TOTAL WEIGHTING PER KEY PERFORMANCE AREA (KPA) = 100%

- 5.00% Service Delivery & Infrastructure Development (1)
- 10.00% Municipal Institutional Development and Transformation (2)
- 0.00% Local Economic Development (0)
- 10.00% Municipal Financial Viability & Management (2)(2)
- 75.00% Good Governance and Public Participation (4)(10)
- 100%

PROJECTS	Top Layer / Bottom Layer	DP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Basics	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Base Line	Quarter	Quarterly Projected Target	Rolling Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence
TL	Bottom Layer	HSDGent (Multi-Year project) Catalo	N/A	001	SP Phille	Service Delivery & Infrastructure Development	Back to Basics	5.00%	Selection of residential streets with back services (including electricity) to address the housing backlog	Facilitating the number of residential streets (including electricity) at Malibon Estate extension 10 serviced	Facilitating the services of 69 residential streets (including electricity) at Malibon Estate extension 10 as allocated in the City of Malibon by the Department of Human Settlements by 31 December 2021	R 0		1	300 Residential streets serviced R7 548 824	👍	0 Residential streets serviced	R 0	There is a list of streets on the path of the development.	The Developer will allocate the streets to the serviced stands		Latest plan, engineering designs, programme and sections, invoices, minutes of site meetings. Close out report	
									2	169 Residential streets serviced R11 780 202	👍	0 Residential streets serviced	No relocation has happened	Surveys and enumeration is planned from the 25th Feb 2022 on streets that are on the path of the development for relocation to Ext 11									
									3	-	👍		The Community objected to the relocation plan presented in order to unlock the project. As a result, the project remains deadlocked.	Enumerations will only commence in April in the Fourth Quarter. Engagements with MAM and the Community have yielded a positive outcome.									
									4	-													
TL	Bottom Layer	Operational - Outcome 8 - Output 8	N/A	001	BB Choche	Municipal Institutional Development and Transformation	Back to Basics	5.00%	To ensure an effective external audit process (Exception report / communications)	Percentage of external audit queries answered within required time frame	Answering 100% of all the differentiated audit queries (exception report / communications) received from the Auditor-General within the required time frame by 31 December 2021	R 0		1	100% Nr. received / Nr. answered	👍	100% 3 received / 3 answered			Tracking document, Exception letters / notes			
									2	100% Nr. received / Nr. answered	👍												
									3	-													
									4	-													
TL	Bottom Layer	Operational - Outcome 8 - Output 8	N/A	002	BB Choche	Good Governance and Public Participation	Back to Basics	5.00%	To ensure that all audit findings raised in the AG Report and Management Report are assigned, monitored and executed effectively and consistently	Percentage of assigned audit findings raised in the AG Report and Management Report resolved	Resolving at least 100% of assigned audit findings raised in the 2019/20 and 2020/21 AG Report and Management Report by 30 June 2022 (PAAF)	R 0		1	90% Nr. of assigned audit findings received / Nr. of assigned audit findings resolved (2019/20 FY)	👍	No assigned audit finding for 2019/20 received			Action Plan			
									2	100% Nr. of assigned audit findings received / Nr. of assigned audit findings resolved (2019/20 FY)	👍												
									3	90% Nr. of assigned audit findings received / Nr. of assigned audit findings resolved (2020/21 FY)	👍												
									4	100% Nr. of assigned audit findings received / Nr. of assigned audit findings resolved (2020/21 FY)	👍												
TL	Bottom Layer	Operational - Outcome 9 - Output 9	N/A	003	BB Choche	Municipal Financial Viability & Management	Back to Basics	5.00%	To ensure an effective revenue collection systems in terms of section 84 (1) of the Municipal Finance Management Act No 56 of 2003, as amended (Councils Financial Recovery Plan).	Percentage of the activities as per the Councils approved Financial Recovery Plan resolved	Resolving at least 50% of all the activities as per the Councils approved Financial Recovery Plan by 30 June 2022	R 0		1	50% Nr. of activities received / Nr. of activities resolved	👍	50% 2 activities received / 1 activities resolved		Accommodation that was paid is linked to the Financial Recovery Plan, officials when to Head office for Housing to	Approved Financial Recovery Plan, Management responses / progress, Updated FRP report			
									2	90% Nr. of activities received / Nr. of activities resolved	👍												
									3	90% Nr. of activities received / Nr. of activities resolved	👍												
									4	90% Nr. of activities received / Nr. of activities resolved	👍												

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Operational	Top Layer / Bottom Layer	DP Linkage / Project ID	Budget Line	Item No.	Responsible Person	Key Performance Indicators (KPI)	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Review Target / Adjustment Budget	Base Line	Quarterly Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reasons for Delays	Planned Remedial Action	Comments	Particls of Evidence																																									
BL	Operational	DPH4	N/A	BB Choche	Good Governance	To ensure that all the directorate KPIs are achieved for SDBIP is tabled	5.00%	To ensure that all the directorate KPIs are achieved for SDBIP is tabled	Directorate SDBIP inputs provided before the 2022/23 SDBIP is tabled	Providing the directorate SDBIP inputs before the 2022/23 SDBIP is submitted by 25 May 2022	R 0	Mid-Year Performance Assessment CCS/2022 dated 31/01/2022	Credits SDBIP inputs provided	1 2 3 4	🟡								Signed-off SDBIP planning template. Attendance Register																																							
																								TL	Operational	DPH5	N/A	BB Choche	Municipal Development and Public Participation	To attend to all LFP meetings to ensure industrial harmony	5.00%	Number of LFP meetings attended	Attending 12 LFP meetings by 30 June 2022	R 0	Mid-Year Performance Assessment CCS/2022 dated 31/01/2022	12 LFP meetings	🟢	3 Meetings attended 2 Meetings attended 3 Meetings attended					Notices. Agenda. Attendance register. Minutes																			
																																												BL	Operational	DPH6	N/A	BB Choche	Good Governance and Public Participation	To ensure that the set goals of council are achieved	5.00%	Number of SDBIP meetings with senior personnel in own directorate conducted	Conducting 12 SDBIP meetings with senior personnel in own directorate by 30 June 2022	R 0	Mid-Year Performance Assessment CCS/2022 dated 31/01/2022	3 Meetings conducted 3 Meetings conducted 3 Meetings conducted				Notices. Agenda. Attendance Register. Minutes		
																																																													BL	Operational - Outcomes 5 - Output 4
BL	Operational	25102220601RFP07ZMM	N/A	SP Phiso	Good Governance and Public Participation	To address the housing backlog	5.00%	Number of municipal housing stock transferred	Transferring at least 400 205 old municipal housing stock by 30 June 2022	R 85 765	Mid-Year Performance Assessment CCS/2022 dated 31/01/2022	R0	1 2 3 4	🟢	231 Applications verification forms 205 Applications verification forms 27 Title Deeds received from the attorney 27 Title Deeds received from the attorney							Some of the verification forms are rolled over from last year	Verification forms. Appointment letter of attorney. Letter of approved Title Deeds. Distribution list of owners																																							
																								BL	Operational	HOU4	N/A	SP Phiso	Good Governance and Public Participation	To provide tenure security to Housing Beneficiaries	5.00%	Number of title deeds registered to beneficiaries of Mallosana Estate extension 10 (RDP Housing) by 30 June 2022	Registering at least 800 title deeds to beneficiaries of Mallosana Estate extension 10 (RDP Housing) by 30 June 2022	R 0	Mid-Year Performance Assessment CCS/2022 dated 31/01/2022	1 2 3 4	🟡	Project to be completed with NHBRC Signing of Power of Attorney Section 14B certificate 800 Title Deeds forwarded to Deeds Office for registration 800 Title Deeds received from Deeds Office - Report to Council - MMC-hand-over title deeds to beneficiaries					Enrolment certificate. Power of Attorney. Section 11B certificate. Proof of hand-over to attorneys. List of attorneys. List of registered Title Deeds. Item / report to Council. Resolution. Attendance register. Photos of hand-over																			
																																												BL	Operational	HOU5	N/A	SP Phiso	Good Governance and Public Participation	To provide tenure security to beneficiaries of Mallosana Estate extension 14 (RDP Housing)	5.00%	Number of title deeds registered to beneficiaries of Mallosana Estate extension 14 (RDP Housing) by 30 June 2022	Registering at least 2 500 title deeds to beneficiaries of Mallosana Estate extension 14 (RDP Housing) by 30 June 2022	R 0	Mid-Year Performance Assessment CCS/2022 dated 31/01/2022	1 2 3 4	🟡	No Signal Power of Attorney No Progress 475 Section 11B signed				Enrolment certificate. Power of Attorney. Section 11B certificate. Proof of hand-over to attorneys. List of attorneys. List of registered Title Deeds. Item / report to Council. Resolution. Attendance register. Photos of hand-over

Handwritten notes and signatures in the top right corner, including "S.B. MUP" and "A. Red BU".

Top Layer	Bottom Layer	IDP Linkage / Project ID	Budget Linkage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Basics	Weighting	Objective	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence
BL	Operational	Operational - Outcome 9 - Output 4	N/A	HOU6	SP Public	Good Governance and Public Participation	Infrastructure Services	5.00%	To develop sustainable Human Settlements	Number of informal settlements assessed (enumerated and categorised) in the Mallosana area	Assessing at least 4 informal settlements (enumerated and categorised) at: - Junction extension 25 squatters (Freedom Square) - Junction extension 24 squatters (Waterfall) - Mallosana Estate extension 10 (Maringapak, Jacaranta squatters) - Kanana extension 5 By 30 June 2022	R 0		New Indicator	1	Jouberton extension 24 squatters (Waterfall) assessed (enumerated and classified). Report to Council	👍	No squatters assessed (enumerated and classified). No report to Council		We acknowledge that the letter has been written on 10 May but we have been working internally to verify the status quo of the settlements see report attached. The follow-up was done on 1 October 2021 to HDA in view of the earlier request of 10 May 2021. The HDA has responded and has indicated that by the end of November 2021 they would have reported.	The work is specialised and requires the use of a professional service provider to prepare credible upgrading plans.	Jouberton EX 24 should be removed from list	Programme, Socio economic survey form, Assessment & Categorisation Report, Item / report to Council, Resolution Photos
															2	Mallosana Estate extension 10 (Maringapak, Jacaranta squatters) assessed (enumerated and classified). Report to Council	👍	No squatters assessed (enumerated and classified). No report to Council		Developer has to Enumerate and classify on 10 Mallosana Estate	Remove from SDBGIP letter planning for next financial year in line with HSP		
															3	Kanana extension 5 assessed (enumerated and classified). Report to Council	👍	100% received / 0 resolved		Service Provider was only introduced in February 2022 but work should be complete by the end of the Fourth Quarter.			Dispute Resolution Register Reports to Dispute Resolution Committee (Item) Council Resolution
															4	Jouberton extension 24 squatters (Freedom Square) assessed (enumerated and classified). Report to Council	👍	0% received / 0 resolved / 17 Rolled over / 0 resolved					
BL	Operational - Outcome 9 - Output 4	N/A	HOU7	SP Public	Good Governance and Public Participation	Infrastructure Services	5.00%	To provide basic municipal housing services and to curb financial losses	Percentage of housing disputes resolved in the Mallosana area by June 2022	Resolving at least 50% of all housing disputes in the Mallosana area by June 2022	R 0	50%	1	90% received / NR resolved	👍	100% received / 0 resolved / 17 Rolled over / 0 resolved		Council did not sit, are not therefore no resolutions were taken	Items has been submitted to Council, as soon as council sit will be received and implemented	Dispute Resolution Register Reports to Dispute Resolution Committee (Item) Council Resolution			
													2	90% received / NR resolved	👍	0% received / 0 resolved / 18 Rolled over / 0 resolved		Council did not sit, are not therefore no resolutions were taken	new item to be submitted to H. & R.O items has been submitted to Council, as soon as council sit and resolve on items resolutions will be received and implemented				
													3	90% received / NR resolved	👍	88.42% received / 0 resolved		No Disputes were resolved during the third quarter, and the	New Disputes will be registered as and when complainants				
													4	90% received / NR resolved	👍	59% received / 15 resolved / 114 Rolled-over / 7 resolved		Council Committees are not regularly sitting, therefore no resolutions taken	Reports have been prepared for consideration as soon as Council Committees are scheduled to sit	Application, Deed of Sale / Lease, Council resolution, Transfer of Ownership annually			
BL	Operational - Outcome 9 - Output 4	N/A	LAN1	C Sekanyiso	Good Governance and Public Participation	Good Governance	5.00%	Administer the applications for acquisition of municipal land to ensure the success of land for various uses	Percentage of applications for acquisition of municipal land administered and finalised	Administering and finalizing at least 50% of all acquisition applications by 30 June 2022	R 0	45%	1	50% received / NR resolved	👍	75% received / 0 resolved / 124 Rolled-over / 1 resolved		Council Committees are not regularly sitting, therefore no resolutions taken	Reports have been prepared for consideration as soon as Council Committees are scheduled to sit	Application, Deed of Sale / Lease, Council resolution, Transfer of Ownership annually			
													2	50% received / NR resolved	👍	20.2% received / 0 resolved / 132 Rolled-over / 27 resolved		Identified portions of land are currently being assessed and submitted. As such, the applicants are unable to	The Directorate is now prioritising the submissions and resolving of land, prior to the disposal process.				
													3	50% received / NR resolved	👍								
													4	50% received / NR resolved	👍								

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Top Layer / Bottom Layer	IOP Unit/Project ID	Budget Range	Team Mgr.	Responsible Person	Key Performance Area (KPA)	Back to Backs	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment Budget	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence		
BL	Operational	N/A	Mam M.	C. Selvarajoo	Good Governance and Public Participation	Good Governance	5.00%	To update and maintain a credible register of all land leases, monitoring validity and encroachments	Percentage of all lease applications received and finalised	Processing and finalising at least 50% of all lease applications within 60 days by 30 June 2022	R 0		107 Received / 52 Resolved / 48.5%	1	50% Nr of applications received / No of applications finalised		11% 17 applications received / 0 applications finalised / 55 Rolled over / 8 finalised		We have already started processing some applications, for finalisation. POEs attached.		Due to rotation of staff during different levels of the Lockdown, there were delays in our applications being processed		Lean Register, Application Forms	
														2	50% Nr of applications received / No of applications finalised		18.16% 13 applications received / 9 applications finalised / 64 Rolled over / 14 finalised							We have already started processing some applications, for finalisation. POEs attached.
														3	50% Nr of applications received / No of applications finalised		2.25% 17 applications received / 1 applications finalised / 64 Rolled over / 10 finalised							A monthly meeting will be convened with Legal Services to identify before the drafting of lease agreements. Other, other Directorates take longer to comment on the applications.
														4	50% Nr of applications received / No of applications finalised									
BL	Operational	N/A	Mam M.	C. Selvarajoo	Good Governance and Public Participation	Good Governance	5.00%	To monitor income generating facilities and to reactivated leased land owned by the municipality.	Number of compliance inspections on land leased for agricultural purposes conducted	Conducting 12 compliance inspections on land leased for agricultural purposes by 30 June 2022	R 0		12 Compliance inspections conducted	1	3 Compliance inspections conducted		3 Compliance inspections concluded					Contracts with leased and Sign-off inspection report.		
														2	3 Compliance inspections conducted		3 Compliance inspections concluded							
														3	3 Compliance inspections conducted		3 Compliance inspections concluded							
														4	3 Compliance inspections conducted		3 Compliance inspections concluded							
BL	Operational	N/A	Mam M.	D. Selvarajoo	Good Governance and Public Participation	Infrastructure Services	5.00%	To ensure compliance with building regulations, standards and Municipal by-Laws	Percentage of building consents to present submitting for legal action within 6 weeks from detection (resolved)	Resolving at least 50% of resolved building inspections to monitor and enforce compliance with the building regulations and standards across the CoM municipal area by 30 June 2020	R 0	148 Received / 77 Resolved / 52.7%	1	50% Nr detected / Nr resolved		24 detected / 4 resolved / 69 Rolled over / 15 resolved		Follow up notices will be issued and left in the postbox. A lot of owners are only available over weekends and after ours		Structures of building inspectors, A lot of owners are only available over weekends and after ours	Register of consents; issued 15x 3rd notices (letters emailed (thereof), list of contraventions submitted to legal services			
													2	50% Nr detected / Nr resolved		64 detected / 12 resolved / 74 Rolled over / 26 resolved						Notices will be issued and left in the postbox. The Municipality do not have a mailing system to send the notices by registered mail		
													3	50% Nr detected / Nr resolved		27.5% 17 detected / 1 resolved / 74 Rolled over / 26 resolved						Directorate is identifying quick win commitments that can be adopted to resolve illegal building		
													4	50% Nr detected / Nr resolved										
BL	Operational	N/A	Mam M.	D. Selvarajoo	Good Governance and Public Participation	Infrastructure Services	5.00%	To ensure that building plans are assessed within 30 working days	Percentage of all building plans assessed within 30 days from receipt of application and payment to finalisation of assessment	Receiving and assessing at least 85%-95% of all building plan applications within the legal stipulated timeframe of 30 working days by 30 June 2022	R 0	M/G-Year Performance Assessment: CCO/2022 dated 31/07/2022	1	1	85% Nr of plans received / Nr of plans assessed		84.12% 285 of plans received / 218 of plans assessed / 59 Rolled-over / 46-assessed		Mostly follow-ups will be done		Due to rotation of staff during different levels of the Lockdown, there were delays in Circulation.	Building Plan Register, Application Forms, Building Plan Circulation Forms (per plans) Proof of payment		
														2	85% Nr of plans received / Nr of plans assessed		65.77% 186 of plans received / 165 of plans assessed / 50 Rolled-over / 46 assessed						Plans circulating quicker to be finalised before December holidays	
														3	85% Nr of plans received / Nr of plans assessed		82.26% 231 of plans received / 184 of plans assessed / 35 Rolled-over / 34 assessed						Other Directorates take longer to evaluate the plans circulated to them.	
														4	85% Nr of plans received / Nr of plans assessed									

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Top Layer / Bottom Layer	IDP Umbrella Project ID	Budget Lineage	Item Nr.	Responsible Person	Key Performance Area (KPA)	Back to Backs	Weighting	Objectives	Key Performance Indicators (KPI)	Annual Performance Target	Budget	Revised Target / Adjustment / Budget	Base Line	Quarter	Quarterly Projected Target	Rating Key	Quarterly Actual Achievement	Actual Expenditure / Revenue	Reason for Deviation	Planned Remedial Action	Comments	Portfolio of Evidence												
1B	Operational	N/A	1353	D Selomoeng	Good Governance and Public Participation	Infrastructure Services	5,00%	To attend to all requests for building inspections	Percentage of building inspections conducted within 30 working hours from the time of request of appointment	Ensuring that least 100% of all building inspection requests are attended to by 30 June 2022	R 0	Mid-Year Performance Assessment CC39/2022 called 2/10/2022 Adjustment CC38/2022 called 18/03/2022	1377 inspections booked / 1377 attended to	1	100% Nr of bookings received / No of bookings attended	313 of bookings received / 313 of bookings attended	100%								Building inspection request register									
														2	100% Nr of bookings received / No of bookings attended	598 of bookings received / 598 of bookings attended	100%																	
														3	100% Nr of bookings received / No of bookings attended	698 of bookings received / 698 of bookings attended	100%																	
														4	100% Nr of bookings received / No of bookings attended	Nr of bookings received / No of bookings attended	100%																	
1B	Operational	251513852900RZZZZMM	1354	D Selomoeng	Municipal Financial Viability & Management	Financial Management	5,00%	To collect revenue to ensure sound financial matters	Rand value revenue collected from building plan application	Collecting at least 100% of budgeted revenue from building plan applications by 30 June 2022	R 101 536 100% of R682-206- (6862-134)	Mid-Year Performance Assessment CC39/2022 called 2/10/2022 Adjustment CC38/2022 called 18/03/2022	R 930 854 collected	1	R 148 434				R 298 868	R 298 868				Because of routine inspection more plans are being submitted.										
											2	R 444 400- R 825 190																						
											3	R 683 732- R 1 011 586																						
											4	R 683 732- R 1 011 586																						
1B	Operational	N/A	1411	C Selomoeng	Good Governance and Public Participation	Good Governance	5,00%	To ensure that land use applications are processed within 90 days	Percentage of land use applications received, past for and finalised within the legislated timeframe of 90 days from the date of submission	Finalising at least 80%-85% of all land use applications within 90 days by 30 June 2022	R 0	Mid-Year Performance Assessment CC39/2022 called 31/01/2022	185 applications received / 165 applications finalised	1	90% Nr of applications received / Nr of applications finalised	44 of applications received / 39 of applications finalised	89%								Land Use Applications Register, City of Matielana Municipal Planning Tribunal Resolutions, Authorised Official's register of approvals									
											2	90% Nr of applications received / Nr of applications finalised	38 Applications received / 20 Finalised	58.81%																				
											3	90% Nr of applications received / Nr of applications finalised	44 Applications received / 29 Finalised	73.02%																				
											4	90% Nr of applications received / Nr of applications finalised	44 Applications received / 29 Finalised	73.02%																				
1B	Operational	552014245308GZZZZMM	172	D Selomoeng	Municipal Financial Viability & Management	Financial Management	5,00%	To collect revenue to ensure sound financial matters	Rand value revenue collected from land use / development applications	Calculating 100% of budgeted revenue from land use / development applications by 30 June 2022	R 275 224 R 441 626	Adjustment Budget CC39/2022 called 18/03/2022	R 201 214 collected	1	R 72 235				R 112 556					Payments of last year only reflecting now										
											2	R 144 750																						
											3	R 241 426- R 261 476																						
											4	R 444 626- R 375 224																						

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DIRECTOR PLANNING AND HUMAN SETTLEMENTS

[Signature]
L SEARITSO
ACTING MUNICIPAL MANAGER

S.G. de J.
M.R. de J.