### **RUSTENBURG LOCAL MUNICIPALITY**



### **PERFORMANCE AGREEMENT**

### MADE AND ENTERED INTO BY AND BETWEEN:

### THE RUSTENBURG LOCAL MUNICIPALITY REPRESENTED BY

Cir Shiela Mabale-Huma
In his/her capacity as the Executive Mayor of
Rustenburg Local Municipality
(the "Employer")

and

Advocate Ashmar Khuduge
in his capacity as the Municipal Manager of
Rustenburg Local Municipality
(the "Employee")

(Collectively referred to as the "Parties")

FOR THE FINANCIAL YEAR 01 JULY 2025 - 30 JUNE 2026

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### **PERFORMANCE AGREEMENT**

### **ENTERED INTO BY AND BETWEEN:**

The Rustenburg local Municipality represented by CIr Shiela Mabale-Huma in her capacity as Executive Mayor (hereinafter referred to as the Employer or Supervisor) and

Advocate Ashmar Khuduge in his capacity as the Municipal Manager (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 54A (1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act") for a period commencing on the 01 October 2023 to 30 September 2026. The Employer and the Employee are hereinafter referred to as "the Parties".
- 1.2. Section 57 (1) (b) of the Systems Act, 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) and 57(5) of the Systems Act.
- 1.5. In the agreement the following terms will have the meaning ascribed thereto:
  - a) **this agreement-** means the performance agreement between the Employer and Employee and the Annexures thereto;
  - b) the Municipal Manager- means the Municipal Manager of the Rustenburg Local Municipality appointed in terms Section 54A of the Local Government Municipal Systems Act;
  - c) the Employee- means the manager appointed in terms of Section 57 of the Systems Act;
  - d) the Employer- means Rustenburg Local Municipality; and
  - e) the Parties- means the Employer and Employee.

### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1. comply with the provisions of Section 57(1) (b), (4A) and (5) of the Systems Act as well as the Contract of Employment 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, Service Delivery Budget and Implementation Plan (SDBIP) and the budget of the municipality.
- 2.3. specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. monitor and measure performance against set targeted outputs;
- 2.5. use the Performance Agreement and Performance Plan as the basis for assessing the suitability of the Employee for employment and/or to assess whether the Employee has met the performance expectations applicable to his job;
- 2.6. appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

### 3. COMMENCEMENT AND DURATION

- 3.1. Notwithstanding the date of signature hereto, this **performance agreement** for **current incumbent** will commence on the **01 July 2025 to 30 June 2026**, whereafter 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. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.3. If at any stage during the validity of this Agreement the work environment alters to the extent that the contents of this Agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

### 4. PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan (Annexure A) sets out
  - a) the performance objectives and targets that must be met by the Employee; and
  - b) the time frames within which those performance objectives and targets must be met.
- 4.2. The performance objectives and targets reflected in **Annexure A** are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, Budget and Service Delivery, Budget and Implementation Plan of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.
- 4.3. The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 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 municipality.
- 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 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 Key Performance Areas (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 must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Core Competency Requirements (CCRs), respectively. Each area of assessment will be weighted and will contribute a

specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.

5.6. The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.

KEY PERFORMANCE AREAS	WEIGHTING
Basic Service Delivery	40%
Local Economic Development	6%
Municipal Financial Viability	18%
Municipal Institutional Development and Transformation	18%
Good Governance and Public Participation	15%
Spatial Rationale	3%
Total	100%

5.7. In the case of 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.

### 6. COMPETENCY FRAMEWORK

- 6.1. A person appointed as a senior manager must have the competencies as set out in this framework. Focus must also be placed on the following key factors:
  - a) Critical leading competencies that drive the strategic intent and direction of local government;
  - b) Core competencies which senior managers are expected to possess, and which drive the execution of the leading competencies; and
  - c) The eight Batho Pele principles.
- 6.2. The competency framework consists of **six leading competencies** which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.
- 6.3. The competency framework further involves six core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level.

### 6.4. Competency Framework Structure

### 6.4.1. The competencies that appear in the competency framework are detailed below:

Six (6) Leading Competencies  Strategic Direction and Leadership  People Management  Diversity Management  Employee Relations Management  Program and Project Program and Project Program and Project Prinancial Management  Budget Planning and Evaluation Prinancial Management  Change Management  Change Management  Change Management  Change Management  Change Impact Monitoring and Evaluation  Governance Leadership  Moral Competence  SIX (6) CORE COMPETENCIES  Knowledge and Information Management  Six (6) Leading  Total  Diversity Management Project Planning and Dispute Management Program and Project Planning and Inplementation Service Delivery Management Program and Project Monitoring and Evaluation  Service Delivery Management Program and Project Monitoring and Evaluation Service Delivery and Delivery Financial Strategy and Delivery Financial Strategy and Delivery Financial Reporting and Monitoring  Change Management Change Impact Monitoring  Change Impact Monitoring  SIX (6) CORE COMPETENCIES  Moral Competence SIX (6) CORE COMPETENCIES  Moral Competence Six (6) Core and Information Management Six (6) Communication  Results and Quality Focus  10  Total	below:				
Strategic Direction and Leadership    Impact and Influence   Institutional   Performance   Management					
Leadership  Institutional performance Management Strategic Planning and Management Organisational Awareness  People Management Human Capital Planning and Development Diversity Management Employee Relations Management Negotiation and Dispute Management Program and Project Management  Program and Project Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation Service Delivery Management Program and Project Monitoring and Evaluation Financial Management Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation  Governance Leadership Policy Formulation Risk and Compliance Management Cooperative Governance  SIX (6) CORE COMPETENCIES  Moral Competence Planning and Organising  Knowledge and Information Management  Communication  Results and Quality Focus  10		Twenty (20) driving competencies	Weight		
Development Diversity Management Employee Relations Management Negotiation and Dispute Management  Program and Project Management  Program and Project Management  Program and Project Planning and Implementation Service Delivery Management Program and Project Monitoring and Evaluation  Financial Management  Budget Planning and Execution Financial Strategy and Delivery Financial Reporting and Monitoring  Change Management  Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation  Governance Policy Formulation Risk and Compliance Management Cooperative Governance  SIX (6) CORE COMPETENCIES  Moral Competence Planning and Organising  Analysis and Innovation  Knowledge and Information Management Communication  Results and Quality Focus  10	_	<ul> <li>Institutional Performance Management</li> <li>Strategic Planning and Management</li> </ul>	10		
Program and Project   Program and Project Planning and Implementation   Service Delivery Management   Program and Project Monitoring and Evaluation   Program and Project Monitoring and Evaluation   Program and Project Monitoring and Evaluation   10	People Management	<ul> <li>Human Capital Planning and Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute</li> </ul>	10		
Financial Strategy and Delivery Financial Reporting and Monitoring  Change Management Change Vision and Strategy Process Design and Improvement Change Impact Monitoring and Evaluation  Governance Policy Formulation Risk and Compliance Management Cooperative Governance  SIX (6) CORE COMPETENCIES  Moral Competence Planning and Organising To  Analysis and Innovation  Knowledge and Information Management  Communication  Results and Quality Focus  Financial Strategy and Delivery Financial Reporting and Monitoring  5  Communication  10	-	<ul> <li>Program and Project Planning and Implementation</li> <li>Service Delivery Management</li> <li>Program and Project Monitoring and</li> </ul>	10		
Process Design and Improvement     Change Impact Monitoring and Evaluation  Governance     Policy Formulation     Risk and Compliance Management     Cooperative Governance  SIX (6) CORE COMPETENCIES  Moral Competence     Planning and Organising     Analysis and Innovation  Knowledge and Information Management  Communication  10  Results and Quality Focus  10	Financial Management	Financial Strategy and Delivery	10		
Risk and Compliance Management     Cooperative Governance  SIX (6) CORE COMPETENCIES  Moral Competence 5 Planning and Organising 10  Analysis and Innovation 5  Knowledge and Information Management 5  Communication 10  Results and Quality Focus 10	Change Management	Change Management			
Moral Competence 5 Planning and Organising 10  Analysis and Innovation 5  Knowledge and Information Management 5  Communication 10  Results and Quality Focus 10		Risk and Compliance Management	10		
Planning and Organising 10  Analysis and Innovation 5  Knowledge and Information Management 5  Communication 10  Results and Quality Focus 10	SIX (6)	CORE COMPETENCIES	WASTER DE		
Planning and Organising 10  Analysis and Innovation 5  Knowledge and Information Management 5  Communication 10  Results and Quality Focus 10		Moral Competence	5		
Knowledge and Information Management 5  Communication 10  Results and Quality Focus 10					
Communication 10  Results and Quality Focus 10	Analysis and Innovation 5				
Results and Quality Focus 10	Knowledge and Information Management 5				
	Communication 10				
Total 100%	Results and Quality Focus 10				
		Total 100%			

### 7. PERFORMANCE ASSESSMENT

- 7.1. The Performance Plan (Annexure A) to this Agreement sets out
- 7.1.1. The standards and procedures for evaluating the Employee's performance; and
- 7.1.2. The intervals for the evaluation of the Employee's performance.
- 7.2. 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;
- 7.3. Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames;
- 7.4. The **Employee's** performance will be measured in terms of contributions to the strategic objectives and strategies set out in the **Employer's IDP**.
- 7.5. The Annual performance appraisal will involve:
- 7.5.1. 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
  - b) Values are supplied for KPI's and Activities under each KPA as part of the Institutional Assessment. Based on the Target for an activity or KPI, over or under performance are calculated and converted to the 1-5-point scale automatically. These scores are carried over to the applicable employee's performance plan. During assessment, the employee has a chance to submit evidence of performance for appropriate rating
  - c) The assessment of the performance of the Employee is therefore based on the following rating scale for KPIs and subsequent Leading Competencies and Core Competencies:

Level	Rating	Terminology	Description
	123 45		
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 Performance Agreements and Performance Plan.
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 performances criteria and indicators as specified in the Performance Agreements 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 Performance Agreements 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.

- d) The Employee will submit her self-evaluation to the Employer prior to the formal assessment with the Panel; and
- e) An overall score will be calculated based on the total of the individual scores calculated above.
- 7.5.2. Assessment of the Leading Competencies and Core Competencies:

- a) There is no hierarchical connotation to the structure and all competencies are essential to the role of a senior manager to influence high performance.
- b) All competencies must therefore be considered as measurable and critical in assessing the level of a senior manager's performance.
- c) The competency framework is underscored by four (4) achievement levels that act as benchmark and minimum requirements for other human capital interventions, which are, recruitment and selection, learning and development, succession and planning, and promotion.

### 7.5.3. Achievement Levels

- 7.5.3.1. The achievement levels indicated in the table below serves as a benchmark for the appointments, succession planning and development interventions.
- 7.5.3.2. Individuals falling within the Basic range are deemed unsuitable for the role of senior manager, and caution should be applied in promoting and appointing such persons.
- 7.5.3.3. Individuals that operate in the Superior range are deemed highly competent and demonstrate an exceptional level of practical knowledge, attitude and quality. These individuals should be considered for higher positions, and should be earmarked for leadership programs and succession planning.

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

### 7.6. Performance Assessment Panel

- 7.6.1. For purpose of evaluating the annual performance of municipal manager, an evaluation panel constituted of the following persons must be established:
- a) Executive Mayor or Mayor
- b) Chairperson of the Performance Audit Committee (PAC) or the Audit Committee (AC) in the absence of a Performance Audit Committee
- c) Member of the Mayoral or Executive Committee or in respect of a plenary type municipality, another member of Council.
- d) Mayor/ Municipal Manager from another municipality; and
- e) Member of a Ward Committee as nominated by the Executive Mayor
- f) The Manager responsible for human resources of the municipality must provide secretariat to the evaluation panels

### 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The performance of each employee in relation to his/her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

1<sup>st</sup> quarter:

Not later than end of the second week of October.

2<sup>nd</sup> quarter:

Not later than end of the first week of January.

3<sup>rd</sup> quarter:

Not later than end of the second week of April.

- 4th quarter and annual review: First week of August
- 8.2. The Employer shall keep a record of the mid-year review and annual assessment meetings
- 8.3. Performance feedback must be based on the Employer's assessment of the Employee's performance.
- 8.4. The Employer will be entitled to review and make reasonable changes to the provisions of **Annexure A** from time to time for operational reasons on agreement between both parties.
- 8.5. The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended on agreement with both parties.

### 9. DEVELOPMENTAL REQUIREMENTS

9.1 The Personal Development Plan (PDP) for addressing developmental gaps must form part of the performance agreement.

### 10. OBLIGATION OF THE EMPLOYER

### 10.1. The Employer must -

- a) Create an enabling environment to facilitate effective performance by the employee;
- b) Provide access to skills development and capacity building opportunities;
- c) Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- d) 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
- e) 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.

### 11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others
  - a) A direct effect on the performance of any of the Employee's functions;
  - b) Commit the Employee to implement or to give effect to a decision made by the Employer; and
  - c) A substantial financial effect on the Employer.
- 11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 11.1 above, as soon as is practicable to enable the Employee to take any necessary action without delay.

### 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1. The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2. A performance bonus of 5% to 14% of the all-inclusive annual remuneration package shall be payable to the Employee in recognition of performance, in determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator.

The performance bonus will be awarded based on the following scheme:

No	Final Score	Per cent Performance Bonus
	Below 130%	0%
1	130.0%	5.0%
2	131.0% -135.0%	6.0%
3	136.0% -140.0%	7.0%
4	141.0% - 145,0%	8.0%
5	146.0% - 149.0%	9.0%
6	150.0% -154.0%	10.0%
7	155.0% - 159.0%	11.0%
8	160.0% - 164.0%	12.0%
9	165.0% - 169.0%	13.0%
10	Above 169%	14.0%

- 12.3. In the case of unacceptable and/or poor performance, the Employer shall
  - a) provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
  - b) 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.

### 13. DISPUTE RESOLUTION

- 13.1. Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or salary increment in the agreement, must be mediated by
  - a) In the case of the municipal manager, the MEC for Local Government in the province within thirty (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC. whose decision shall be final and binding on both parties.
- 13.2. Any disputes about the outcome of the employee's performance evaluation, must be mediated by
  - a) In the case of municipal manager, the MEC for local government in the province within thirty days (30) days of receipt of a formal dispute from the employee, or any other person designated by the MEC

### 14. GENERAL

- 14.1. The contents of this performance agreement must be made available to the public by the Employer;
- 14.2. Nothing in this agreement diminishes the obligation, duties or accountabilities of the Employee in terms of his or her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

1	5.	SI	G	NΔ	TO	RI	ES
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Signed at RUSTENBURG on this	14 day of	Junt	2025.

1. Dikule

2. Plamorare

ADV ASHMAR KHUDUGE MUNICIPAL MANAGER

Signed at RUSTENBURG on this 15 day of 344 2025.

**AS WITNESSES:** 

1.

2

CLR SHIELA-MABALE HUMA

**EXECUTIVE MAYOR** 

### **RUSTENBURG LOCAL MUNICIPALITY**



### **ANNEXURE A**

PERFORMANCE PLAN 2025-2026
FOR
ADV. A.R. KHUDUGE

**MUNICIPAL MANAGER** 

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### 1. BACKGROUND

This Plan defines the council's expectations of the Municipal Manager (MM) in accordance with the municipal manager's performance agreement to which this document is attached. Section 57(5) of the Municipal System Act and the Performance Regulations gazette in Notice No 805, published on 1 August 2006, which provides the performance objectives and targets must be on the key performance indicators set out from time to time in the Municipality's Integrated Development Plan and determined by the Mayor (as represented of Council).

There are of 5 parts to this plan:

- 1. A statement about the purpose of the position;
- 2. Performance review procedure;
- 3. Top Layer Scorecard detailing key performance areas (KPA's) and their related performance; indicators, weightings and target dates;
- 4. Competency Requirements; and
- 5. Consolidated scorecard (Performance Assessment Calculator)

### 2. DURATION AND CONDITIONS

2.1. The period of this **Performance Plan** is for the financial year 2025/2026.

2.2. There are no pre-and/or current Employment conditions attached to this Performance Plan

Signed and accepted by the Municipal Manager:.

Date: 14 07/25

Signed by the Executive Mayor on behalf of Council:

Date:

### 3. POSITION PURPOSE

The Municipal Manager is required to:

- (i) Lead and direct the administration of the Municipality through effective strategies to fulfil the objects of local government provided for in the Constitution, 1996 and any other legislative framework that govern the local government
- (ii) Fostering relationships between the Municipal Council and the administrative arm of the municipality as well other key stakeholders; and
- (iii) Creating an environment that defines the purpose and role of local government to involve people in shaping the future of communities

As the head of the administration and accounting officer of the municipality, the Municipal Manager is responsible for and performs the following functions:

- (i) Municipal transformation and organisation development and;
- (ii) Good governance and public participation
- (iii) Municipal financial viability and management
- (iv) Local Economic Development
- (v) Sustainable infrastructure and basic service delivery
- (vi) Spatial Rationale

### 4. PERFORMANCE REVIEW PROCEDURE

- a. performance review will be held on a quarterly basis with a formal performance review biannually in December/January and in June/July after the financial year with the understanding that review in the first and third quarter may be verbal if performance is satisfactory
- b. The Mayor may request input from agendas, minutes and "customers" on the Municipal Manager's performance throughout the review period. This may be done through discussion or by asking "customers" to complete a rating form to submit to the evaluation panel for consideration. Customers are people who are able to comment on the Municipal Manager's performance since they have worked closely with him on some or all aspects of his job.
- c. The Municipal Manager to prepare for quarterly performance evaluation by providing a brief description of achievements, including the reference to evidence, supporting documentation, (documents, reports and/or resolutions with dates of submission) in the relevant column in section 4 (KPA) score card below). Achievement to be reported on cumulatively)
- 4.4 The Municipal Manager to provide a rating for himself for the final assessment against the agreed objectives in the column provided in the KPA scorecard.
- 4.5 The Municipal Manager and Evaluation panel to meet to conduct formal performance rating and agree final scores. It may be necessary to have two meetings i,e give the Municipal Manager scores and allow him time to consider them before final agreement. In the event of disagreement, the evaluation panel has the final say with regard to the final score that is given.
- 4.6 The evaluation panel to provide ratings of the Municipal Manager's performance against agreed objectives as a result of portfolio of evidence and/or comments and customer input.

- 4.7 Initially the scoring should be recorded on the scorecard then transferred onto the consolidated score sheet
- 4.8 Any reasons for non-compliance should be recorded during the review session by keeping of minutes of the review session.
- 4.9 The assessment of the performance of the Municipal Manager will be based on the following rating scale for KPA's:

Terminology	Description	Rating Level
Outstanding Performance	Performance far exceeds the standard expected of the MM at this level. The appraisal indicates that the MM has achieved above fully effective results against all performance criteria and indicators are specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year	5
Performance Significantly above expectation	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the MM has achieved all others through the year	4
Fully Effective	Performance fully meets the standards expected in the job. The appraisal indicates that the MM has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.	3
Performance not fully Effective	Performance is below the standard required for the job. Performance meets some of the standards expected for the job. The review/assessment indicates that the MM has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan	2
Unacceptable Performance	Performance does not meet the standard for the job. The review/assessment indicates that the MM has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The MM has failed to demonstrate the commitment or ability to bring the performance up to the level of expected in the job despite management efforts to encourage improvement.	1

- 4.10 Only those items relevant for the review period in question should be scored
- 4.11 The assessment of the performance of the Municipal Manager on all Competencies will be based on the rating scale as reflected in section 4 of the performance plan.
- 4.12 The Mayor and Municipal Manager to prepare and agree on a personal development plan (PDP) for addressing developmental gaps.
- 4.13 The Mayor and Municipal Manager to set new objectives, targets, performance indicators, weighting and dates etc. for the following financial year.
- 4.14 Poor work performance will be dealt with in terms of regulation 32 (3) of the Performance gazetted in Notice No 805, Published on 1 August 2006.

5. FUNCTIONAL ALIGNMENT OF THE INDIVIDUAL PERFORMANCE SCORECARD TO THE INTERGRATED DEVELOPMENT PLAN (IDP) OF THE ORGANISATION.

The Integrated Development Plan (IDP) 2022/2027 of the Rustenburg Local Municipality is aligned to the prescribed National Key Performance Areas, viz:

- 1) Municipal Institutional Development and Transformation
- 2) Good Governance and Public Participation
- 3) Municipal Financial Viability and Management
- 4) Local Economic Development
- 5) Basic Service Delivery and Infrastructure Development
- 6) Spatial Rationale

All Directorates within the Organisation are accountable for the successful fulfilment of the IDP's specific programmes as espoused under each of the above National Key Performance Areas.

### 6. KEY PERFORMANCE AREA SCORECARD

## KEY PERFORMANCE AREA (KPA 1): MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT: 6.1

2025/26 Performance Rer Quarter 02 03 04	
Annual Budget 2025/26 Q1	
2025/2026 Annual Target	-
Baseline 2024/2025	
Portfölio of Evidence (POE)	
Key Performance Indicator (KPI)	
Weighting	
KPJ REF	
egies Area/Locairt KPI REF y No (Ward/Area)	
Strat	
Key Focus	The second secon

7. MUNICIPAL STRATEGIC PRIORITY: Drive optimal municipal institutional development, transformation and capacity building

	<b>∞</b>	12
	ဖ	თ
	4	9
	7	m
	Obex	R4 698 000
	œ	13
	8 Revised Policies	
	Draft Strategic document Council Agenda	Back-up and Replication Certificate Monthly Back-up and Replication Reports
	Number of Strategic Documents submitted to Council by 30 June 2026	Number of ICT Disaster Recovery back-up and replication conducted by 30 June 2026
	~	2
	All Directorat es	0652
	н	2
	Institutional	Institutional
	Review of policies	Enhancement of ICT Governance
<b>1</b>	GOAL 7: A vibrant, creative and innovative city	GOAL 9: An Efficient, Effective and Well- Governed

6.2. Municipal Strategic Objective: Maintain service standards

6.4. Municipal Strategic Objective: Enhance Employee skills;

A vibrant, creative and innovative city	Knowledgeable, innovative and productive Personnel	Institutional	m	m (0	~	Number of training interventions implemented in line with the Workplace Skills Plan by 30 June 2026	List of Training Interventions Attendance Registers	4	`	Z 000 000 EX	٧	m	n	_
GOAL 7: A vibrant, creative and innovative	Knowledgeable, innovative and productive Personnel	Institutional	4	DG 4	2	Percentage of budgeted vacant List of budgeted positions filled by 30 June 2026 vacant positions Appointment Letters	List of budgeted vacant positions Appointment Letters	%	15%	Opex	%	<b>4%</b>	%9	15%

<b>اول</b>	<b>6</b>	100 %		<b>∀</b> ∑	
2025/26 Performance Per Quarter	<del>0</del> 3	100 %		X X	Adjustm ent budget submitt ed by 28 Februar
726 Perform Quarter	<u>07</u>	,100 %	8 %	<b>∀</b>	A/N
2025	70	100%	%0%	2x set of Annual financi al statem ents of 2024/2 5 submit ted to AGSA by 31 August 2025 and 30 Septe mber 2025 respect	A/A
Annual Budget		Орех	Орех	OPEX	X/A
2025/2026 Andual Target		100%	100%	2x set of Annual financial statements of 2024/25 submitted to AGSA by 3.1 August 2025 and 30 September 2025 respectively	2025/2026 Adjustments budget submitted to Council by 28 February 2026
Baseline 2024/2025		100%		2x set of Annual financial statements of 2023/24 submitted to AGSA by 3.1 August 2024	2024/25 adjustment budget submitted to Council in February 2025
Portfölig of Evidence (POE)		Quarterly progress report on contracts monitored	Organisational Structure Council Agenda	Acknowledgemen t of receipt by AGSA	Council Agenda
Key Performance Indicator (KPI)		% monitoring of contracts by 30 June 2026	% review of the organisational structure by 30 June 2026	Annual Financial Statements (AFS) of RLM and Consolidated AFS of 2024/25 submitted to AGSA for audit by 31 August 2025 and 30 September 2025 respectively	2025/2026 Adjustments budget submitted to Council by 28 February 2026
Weighting		2	2	2	2
REF		All Directorat es		BTO S	8108
Ø ₽		v	ω		ω
Area/Locality	(Ward/Area)	Institutional	Institutional	Municipal Wide	Municipal
Strategies		Value for money	Organisational structure review	Compliance with laws and regulations	Compliance with laws and regulations
Key/Focus Area		Goal 8:An efficient, Effective and well governed	Goal 8:An efficient, Effective and well governed city	GOAL 11: City of sustainable and efficient resource management	GOAL 11: City of sustainable and efficient resource

Per	Q4		2026 /27 final MTR EF budg et sub mitt ed to Coun	
rmance.l	ප	y 2026	2026 /27 Draft MTR EF budg et sub mitte d to Coun	
2025/26 Performance Per Quarter	0,2		N/A	
2025	10	į	N/A	
Annual Budget			Орех	
2025/2026 Annual Target			2026/27 MTREF budget submitted to council by 31 March 2026 and 31 May 2026	
Baseline 2024/2025			31 March 2025 and 31 May 2025	
Portfolio of Evidence (POE)			Council Agenda	
Key Performance Indicator (KPI)			MTREF budget submitted to Council by 31 May 2026	
Weighting			~	18
REF			BTO 9	
No	Wall.		on .	
Area/Locality	(Ward/Area)		Municipal Wide	
Strategies			Compliance with laws and regulations	ING
Key Focus Area		management	GOAL 11: City of sustainable and efficient resource management	TOTAL WEIGHTING

6.2 KEY PERFORMANCE AREA (KPA 2): GOOD GOVERNANCE AND PUBLIC PARTICIPATION

Key Focus Strategies Area/Locality Area (Ward/Area)	6. MUNICIPAL STRATEGIC PRIORITY: UPHOLD GOOD GOVERNANCE AND PUBLIC PARTICIPATION	6.1 Municipal Strategic Objective: Drive Good Governance and Legislative compliance in all Municipal processes	GOAL 9: An Ensure functionality of Municipal Efficient, Municipal governance wide Effective and structures Well-Governed Gity	GOAL 9: An Ensure functionality of Municipal Efficient, Municipal governance wide Effective and structures Well-Governed Gity	GOAL 11: City Sustaining clean Municipal of sustainable administration Wide and efficient resource	Compliance to Legislation Municipal	Strengthen Cooperation/Partnerships/ wide Collaboration with stakeholders
	FRNANCE	e and Legi					
KPI No	AND PUBL	islative con	10 DCS6	II.	12 OMM	13 OMM	14 OMM
Weighting	IC PARTICIPATIO	pliance in all M	m	7	A 2	m	s
Key Performance Indicator (KPI)	ON PRINCIPLES	Aunicipal processes	Percentage of council resolutions implemented by 30 June 2026	Number of District Development Model (DDM) meetings attended by 30 June 2026	Number of audit paragraphs reduced from the 2024/25 audit report by 30 March 2026	Percentage compliance to legislative requirements by 30 June 2026	Number of collaboration partnership agreements concluded by 30 June 2026
Evidence (POE)			Council Resolution Spreadsheet with actual performance	Meeting invitation Agenda Attendance register	Auditor General's report	Proof of Submission Council Agenda	Signed agreements
Baseline 2024/2025	c 3		%08	New	8 paragraphs from 2023/2024 audit report	National Treasury Calendar	New
Annual Annual Target			<b>%86</b>	4	4	100%	2
Annual Budget 2025/2026			Орех	Орех	Opex	Ореж	Opex
10			%86	τ	N/A	100%	A/N
Performanc Q2		THE REAL PROPERTY.	<b>%86</b>	2	ĕ,	100%	н
Performance Per Quarter		A Comment of	%86	m	7	100%	N/A
ter Q4			% 86	4	4	100%	2

# 6.3 KEY PERFORMANCE AREA (KPA 3): MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

	0,4	22 22 20 20 20 20 20 20 20 20 20 20 20 2		85%	100%	82% 8	%S6	100%
026 er Quarter	<b>6</b> 3		and the same of th	<b>65%</b>	%99	75%	%26 ************************************	75%
2025/2026 Performance Per Quarter	075	-	d Z	45%	33%	30%	%56	%0%
	<mark>(ö</mark>	and the second s		35%	N/A	%	%S6	25%
Annual Budget	2025/2026			R605 842b	Opex	R641m	ОРБХ	R128 515 704
2025/2026 Annual Target				85%	100%	95% of the municipality's capital budget spent by 30 June 2026	%S6	100% of the municipality's allocated budget spent on provision
Baseline 2024/2025				%83%	0	85%	70% within 34 days	45%
Portfolio of Evidence	(POE)	The state of the s	and sustainabilit	Signed: CFO calculation from C Schedules	Profiling reports per ward	Certified BTO Spreadsheet.	Register of invoices submitted and actual payment dates	Indigent Register Spreadsheet
Key Performance Indicator (KPI)		and management	ce municipal financial viability and sustainability	Percentage collection of budgeted revenue by 30 June 2026	Percentage completion of Debtor profiling per ward to determine thresholds and affordability level by 30 June 2026	Percentage of the municipality's capital budget spent by 30 June 2026	Percentage of municipal payments made to service providers who submitted complete forms within 30-days of invoice submission by 30 June 2026	Percentage of the municipality's allocated budget spent on provision of free basic services by 30
Weighting		ncial viability a	itegy to enhan	m	2	m	m	2
REF		inicipal fina	gement stra	MMO	BTO 2	OMM	8103	BTO 4
ā Q		inable mu	ine manag	15	16	17	18	19
Area/Locality (Ward/Area)		: Ensure a susta	mplement reven	Municipal Wide	Municipal Wide	Municipal	Municipal Wide	All Wards
Strategies		ATEGIC PRIORITY	tegic Objective: In	Revenue	Debtor Profiling	Expenditure on allocated capital budget	Payment of creditors within the statutory timelines.	Compliance with laws and regulations
Key Focus Area	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4. MUNICIPAL STRATEGIC PRIORITY : Ensure a sustainable municipal financial viability and management	4.2 Municipal Strategic Objective: Implement revenue management strategy to enhance municipal	GOAL 11: City of sustainable and efficient resource management	GOAL 11: City of sustainable and efficient resource management	GOAL 11: City of sustainable and efficient resource management	GOAL 11: City of sustainable and efficient resource management	Service Delivery: Sustainable Livelihoods and

				T		
	<b>6</b> 4		н	R36m	% %	
2025/2026 nance Per-Quarter	<b>8</b> 0		7	R27m	% E	
2025/2026 Performance Per Quarter	<b>Z</b> 0	i	ਜ	R18m	%	
a.	<u>01</u>		1	R9m	1%	
Annual Budget	2025/2026		х обо	R36m	Орех	
2025)2026 Annual Target	The state of the s	of free basic services by 30 June 2026	1 Section 72 report submitted to the Executive Mayor by January 2026 4 Section 52(d) reports submitted after every quarter to council by 30 June 2026	R36m	%5	
Baseline 2024/2025			₹	R70m	New	
Portfoliorof Evidence	(POE)	signed by CFO	Agenda	Separate bank account statement for investment	Signed off investigation report by MM	
Key Performance Indicator (KPI)		June 2026	Number of MFMA compliant reports submitted by 30 June 2026	Positive cash reserve fund established by 30 June 2026	Percentage reduction of unauthorised, irregular, Fruitless and wasteful expenditure by 30 June 2026	
Weighting			2	2	7	18
REF			BTO 6	8TO 10	11	
N KP			20	21	22	
Area/Locality (Ward/Area)			Municipal Wide	Municipal Wide		WEIGHTING
Strategies			Compliance with laws and regulations	Building Cash Reserves	Expenditure Management	WEIGH
Key Focus Area		resilient Infrastructure	GOAL 11: City of sustainable and efficient resource management	GOAL 11: City of sustainable and efficient resource management	GOAL 11: City of sustainable and efficient resource management	

### KEY PERFORMANCE AREA (KPA 4): LOCAL ECONOMIC DEVELOPMENT 6.4

										nder 1	٠	Santa Completion	A. B. Jack 18 12 1	to perfective of
Key Focus Area	Strategies	Area/Locality (Ward/Area)	KPI	REF	Weighting	Key Performance Indicator (KPI)	Portfolio of Evidence (POE)	Baseline 2024/2025	2025/2026 Annual Target	Annual Budget		2025/2026	5026	
					12			1 A		2025/2026		Performance Per Quarter	Per Quarter	
											Q1	62	633	04
3. Drive a div	3. Drive a diversified economic growth, vibrant rural development and job creation	c growth, vib	rant ru	ıral deve	lopment	and job creation								
Municipal Str	Municipal Strategic Objective		ās.											
GOAL 6: a smart, prosperous city	Drive a vibrant diversified economic growth and job creation	II	73	3	m	Number of work opportunities created through LED programmes or initiatives by 30 June 2026	List of People employed with ID Numbers Projects' Reports on Number of Jobs Created	753	1000	Obex	N/A	2550	<b>A</b>	0001
GOAL 6: a smart, prosperous city		All	24	LED 4	m	Number of catalytic projects reports submitted by 30 June 2026	Reports on catalytic projects facilitated.	New	4	Opex	-	2	3	7
WEIGHTING			]		9							33 - 33 - 33 - 33		
													į.	

# 6.5 KEY PERFORMANCE AREA (KPA 5): BASIC SERVICES AND INFRASTRUCTURE DEVELOPMENT

Key Focus Area	Strategies	Area/	KPI No	REF	Weighting	Key Performance Indicator (KPI)	Portfolio of Evidence (POE)	Baseline 2024/25	2025/25 Annual Target	Budget	10.202			
		Locality (Ward/Are a)								2025/26	Q1	07	03	Q4
Municipal Strategic Priority: Municipal Strategic Objective	Priority: gic Objective													
Service Delivery: Sustainable Livelihoods and resilient infrastructure	Water Quality Monitoring	¥		DTS11	m	Percentage of drinking water samples complying to South African National Standards (SANSZ41) by 30 June 2026	Laboratory Results Compliance Report	96.25	%36	<b>RSm</b>	<b>95%</b>	% % %		<b>32%</b>
Service Delivery: Sustainable Livelihoods and resilient Infrastructure	Access to basic water		<b>56</b>	DTIS 4	(n)	Number of formal households with access to water by 30 June 2026	Post billing report	85 302	85302	Opex	85 302	85.302	85.302	8 <u>5</u> 302
Sustainable Livelihoods and resilient Infrastructure	Access to basic water		27	ртіз 5	8	Number of informal settlements with access to water by 30 June 2026	Signed Water Tanker Schedule	26 20 20 20 20 20 20 20 20 20 20 20 20 20	29	Opex	N/A	29	29	239
Sustainable Livelihoods and resilient Infrastructure	Access to basic water		<b>58</b>	DTIS 6	2	Percentage of premises with completed new water connections by 30 June 2026	List of premises	21	<b>95%</b>	X	<b>32%</b>	<b>%56</b>	95%	95%
Sustainable Livelihoods and resilient Infrastructure	Access to water		<b>8</b>	PMU	<b>E</b>	% Completion of water projects by 30 June 2026	List of projects Progress report Completion certificate	New	700%		25%	20%	75%	100%
Sustainable Livelihoods and resilient	Reduction of Water and Electricity, Losses	All I	30	DTIS 2	3	Percentage reduction of consumable services losses by 30 June	Stamped BTO Water and electricity Losses Report	Water losses 2,5% and electricity	2.5%	Xado	2.5%	2.5%	2.5%	2.5%

uarter	70		57 230	%56	100%		53
ance Per O	<b>(03</b>		57 230	95% 8	75%		53
2025/26 Performance Per Quarter	70		57 230	95%	20%		29
2025/	O)		57 230	%26 %26	25%		53
Annual Budget	97/5707		x ado	xədo	R170m		
2025/26 Annual Target			57 230	95%	100%		59
Baseline 2024/25		losses 2,5%	57 066	194	7		53
Portfolio of Evidence (POE)			Post billing report	List of premises with new electricity connections	Completion	ınities	Signed Waste Collection Schedule Signed Off Report Landfill Transacti
Key Performance Indicator (KPI)		2026	Number of households within the licensed area of provision with access to electricity by 30 June 2026	Percentage of premises with new electricity connections by 30 June 2026	Percentage completion of sanitation projects by 30 June 2026	ial services to all Comm	Number of informal settlements with a waste service by 30 June 2026
Weighting			e.		m	asic and essent	m
REF			DTIS 1.1	·	PMU2	of quality b	DCD 2
KPI NO			31	32	33	aintenance	3£
Area/	(Ward/Are a)		=	Ϊ́	₹	d delivery and m	Ī
Strategies			Electricity Provision	Electricity Provision	Sanitation Provision	1.1 Municipal Strategic Objective: Accelerated delivery and maintenance of quality basic and essential services to all Communities	Safe and Clean Environment
Key Focus'Area	and the same of the same	Infrastructure	Sustainable Livelihoods and resilient Infrastructure	Sustainable Livelihoods and resilient Infrastructure	Sustainable Livelihoods and resilient Infrastructure	1.1 Municipal Strateg	Goal 3: Habitable, clean and green city

earter	<b>0</b> 4		96% formal househo lds			Stations	3.5km
2025/26 Performance Per Quaner	<u>03</u>		96% formal house holds			N N	N/A
25 Periorm	07		formal househ olds	Compagnition of the con-	The state of	N/A	N/A
<b>15707</b>	덩		formal househ olds			N/A	N/A
Annual	2025/26	R70m				R25m	R30m
2025/26 Annual Target			96% formal households			5 Stations	3.5km
Baseline 0E) 2024/25			96% formal households			١/ع	3.2km
Portfolio of Evidence (POE)		on Report Log Sheet	Signed Waste Collection Schedule Signed Off Collection Report Tracking Reports			Completion	Completion Certificates
Weighting Key Performance Indicator (KPI)			Percentage of formal households with a weekly solid waste removal service by 30 June 2026.			Number of integrated Transport Network stations constructed by 30 June 2026	Kilometres of new municipal roads constructed by 30 June 2026
Weighting			m		Se	m	m
REF			8 00 0	ORT	e and Servic	DRT 1	PMU 4
KPINO			ε ε	LIC TRANSP	nfrastructur	36	37
Area/	Locality (Ward/Are 3)		II V	IMPROVED PUB	ublic Transport I	<b>■</b>	Ali
Strategies			Environment	MUNICIPAL STRATEGIC PRIORITY: IMPROVED PUBLIC TRANSPORT	1.5 Municipal Strategic Objective: Improve Public Transport Infrastructure and Services	Improve public transport	Roads Provision
Key Focus Area			Goal 3: Habitable, clean and green	1. MUNICIPAL	1.5 Municipal Strategic	Provision of basic municipal services	Provision of basic municipal services

Strategies Area/ KPI No REF Weighting Key Performance Portfolio of Baseline 2025/26 Annual Target Budget 2025/26 Performance Per Quarter Indicator (KPI) Evidence (POE) 2024/25 Annual Target Budget	Locality (Ward/Are a)	3.3 Municipal Strategic Objective: Implement integrated community safety and security strategy and measures	Improve fire safety     All     38     DPS 1     3     Percentage of firefighting incidents     List of saving life and assets.     98% <t< th=""><th>40</th></t<>	40
Strategies		Objective: Implement	Improve fire safety saving life and assets.	
Key Focus Area		3.3 Municipal Strategic	Fire Services	WEIGHTING

## 6.6 KEY PERFORMANCE AREA (KPA 6): SPATIAL RATIONALE

'ter	<b>7</b> 0			п.	
/26 Per Quar	69	1		A A	
2025/26 Performance Per Quarter	Ç)	1	Appendix	Υ X	
	100			۷/۷	
Annual Budget 2025/26				R1m	
2025/2026 Annual Target	II	5	tial planning	н <u>,</u>	
Baseline 2024/2025			integrated spa	e	
Portfolio of Evidence (POE)		1 P	e infrastructure based on	List of land parcels acquired Deed of Sale	
Key Performance Indicator (KPI)		ė.	ity, reliable and cost-effective infrastructure based on integrated spatial planning	Number of land parcels acquired for human settlement by 30 June 2026	
Weight-		nvironment	f high quality	m	m
REF		ral and built e	gh provision o	DPHS 3	
KPI No		spatial, natu	elivery throu	66	
Area/Locality (Ward/Area)		elop and sustain	proved service de	Wide	
Strategies		IC PRIORITY: Dev	ic Objective: Imp	Spatial Planning	
Key Focus Area		MUNICIPAL STRATEGIC PRIORITY: Develop and sustain spatial, natural and built environmen	1.2 Municipal Strategic Objective: Improved service delivery through provision of high qualit	improved service delivery through provision of high quality, reliable and cost-effective infrastructure based on integrated spatial	WEIGHTING

SIGNATURES

ADVOCATE ASHINGE KHUDUGE

MUNICIPAL MANAGER

DATE: 14/07/2035

CLR SHEILA MABALE-HUMA EXECUTIVE MAYOR DATE: 15/07/ みこえら