



**PERFORMANCE AGREEMENT  
2020/2021 FINANCIAL YEAR**

**Made and Entered into by and between**

**THE GREATER GIYANI MUNICIPALITY**

Herein represented by

**CHAUKE, MM- MUNICIPAL MANAGER**

(Herein after referred to as the "Employer")

And

**SITHOLE KV, DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT**

(Herein and after referred to as the "Employee")

For the period

**01 July 2020 – 30 June 2021**

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- (i) The Employer has entered into a contract of employment with the Employee in terms of contract of employment signed with employee. The **Employer** and the **Employee** are hereinafter referred to as "**the Parties**";
- (ii) Performance Management System Policy as approved by Council, read with the Contract of Employment concluded between the parties, requires the parties to conclude an annual performance agreement;
- (iii) 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;
- (iv) The Parties wish to ensure that there is compliance with the PMS Policy and the procedure manual of Council.

*NOW Therefore* the Parties agree as follows:

## **DEFINITIONS**

"**The ACT**" shall mean the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000 as amended)

- IDP** - Integrated Development Plan
- SDBIP** - Service Delivery Budget Implementation Plan
- POE** - Portfolio of Evidence
- KPA** - Key Performance Area
- KPI** - Key Performance Indicator
- MFMA** - Municipal Finance Management Act
- FINANCIAL YEAR** - refers to the 12 month period which the organisation determines as its budget year.

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## 1. INTRODUCTION

1.1 This performance contract is between **Sithole KV**, the Director Planning and Economic Development and **Chauke MM** in his capacity as the **Municipal Manager**, within the provisions of the delegated powers as stipulated by Council. The contract is for the 2020/21 financial year only. The expected performance reflected in this contract is based on the reviewed Integrated Development Plan (IDP) 2020/21, the Service Delivery and Budget Implementation Plan (SDBIP) 2020/21. The afore-mentioned documents have been adopted as working documents of **Greater Giyani Municipality** and therefore, shall be the basis of performance assessment.

## 2. PURPOSE OF AGREEMENT

The purpose of this agreement is to:-

- 2.1 Comply with the provisions of legislation and the regulations pertaining to performance management;
- 2.2 Specify objectives and targets defined and agreed to 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;
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his/her job;
- 2.6 In the event of outstanding performance, to appropriately reward the employee; 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. STRATEGIC OBJECTIVE

#### 3. STRATEGIC OBJECTIVES

Chapter Two of the IDP indicates Municipal Strategic Objectives which further indicates what the municipality needs to achieve. The Strategic objectives were developed to ensure that all National Key Performance Areas are addressed.

<b>Municipal Manager</b>	To lead, direct and manage a motivated and inspired Administration and account to the Greater Giyani Municipality Council as Accounting Officer for long term Municipal sustainability to achieve a good creditor rating within the requirements of the relevant legislation and whereas the following sections within the department, i.e. Performance Management, Risk Management and Internal Auditing is managed for integration, efficient, economic and effective communication and service delivery.
<b>Finance</b>	To secure sound and sustainable management of the financial affairs of Greater Giyani Municipality by managing the budget and treasury office and advising and if necessary assisting the accounting officer and other directors in their duties and delegation contained in the MFMA. Ensuring that the Greater Giyani Municipality is 100% financially viable when it comes to Cost Coverage and to manage the Grant Revenue of the municipality so that no grant funding is foregone
<b>Community Services</b>	To coordinate Environmental Health Services, Libraries, Safety and Security, Environmental and Waste management Parks and Recreation as well as Disaster management to decrease community affected by disasters
<b>Technical Services</b>	To ensure that the service delivery requirements for roads are met and maintenance of water, sewerage and electricity are conducted for access to basic services as well as no less than an average of 100% MIG expenditure
<b>Local Economic Development</b>	To direct the Greater Giyani Municipality's resources for advanced economic development and investment growth through appropriate town and infrastructure planning in order that an environment is created whereby all residents will have a sustainable income
<b>Corporate Services</b>	To ensure efficient and effective operation of council services, human resources and management, legal services HIV/Aids, Youth, Disabled and Gender Desk Sports Arts and culture, Communication, Events and the provision of high quality customer orientated administrative systems.  Ensuring 100% compliance to the Skills Development Plan

#### 4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on **01 July 2020** and will remain in force until **30 June 2021** or until a new Performance Agreement, Performance Plan and Personal Development Plan is concluded between the parties for the ensuing financial year or part thereof.
- 4.2 The parties will review the provisions of this Agreement during June each year and will conclude not later than 31st July of each ensuing financial year a new Performance Agreement, Performance Plan and Personal Development Plan that replaces this Agreement.
- 4.3 This Agreement will terminate on the termination of the employment contract entered into by and between the parties for whatever reason.
- 4.4 The parties agree that the contents of the agreement may be revised at any time during the duration thereof with the purpose to determine the applicability thereof.
- 4.5 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties. Immediately be revised.

#### 5. PERFORMANCE OBJECTIVES

5.1 The Performance Plan **Annexure "A"** sets out:

- 5.1.1 The performance objectives and targets that must be met by the Employee and;
- 5.1.2 The time frames within which those performance objectives and targets must be met.

5.2 The performance objectives and targets reflected in **Annexure "A"** are set by the Employer in consultation with the Employee, and are based on the IDP, SDBIP and Budget of the Employer and shall include the following:



- 5.2.1 The key objectives that describe the main tasks that need to be done;
- 5.2.2 The key performance indicators and means of verification that provide the details of the portfolio of evidence (POE) that must be provided to show that a key objective has been achieved;
- 5.2.3 The target dates that describe the timeframes in which the work must be achieved;
- 5.2.4 The weightings showing the relative importance of the key objectives to each other.

5.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

5.4 The Employer will make available to the Employee such employees 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; provided that it will at all times remain the responsibility of the Employee to ensure that he/she complies with those performance obligations and targets.

5.5 The Employee will at his/her request be delegated such powers by the Employer as may in the discretion of the Employer be reasonably required from time to time to enable him/her to meet the performance objectives and targets established in terms of this Agreement.

5.6 The Employee acknowledges the fact that the Employer is entitled to review and make reasonable changes to the provisions of **Annexure "A"** from time to time for operational reasons. The Employer agrees that the Employee will be fully consulted before any such change is made.

5.7 The provisions of **Annexure "A"** may be amended by the Employer when the Employer's performance management system is adopted, implemented and/or amended as the case may be.

5.8 The Personal Development Plan **Annexure "B"** sets out the Employee's personal development requirements in line with the objectives and targets of the Employer

5.9 Disclosure of Financial Interests **Annexure "C"** set out the financial interests of the employee.

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## 6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the municipality, management and municipal staff of the municipality.
- 6.2 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 municipality, management and municipal staff to perform to the standards required.
- 6.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 6.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's), including special projects relevant to the Employee's responsibilities, within the local government framework.
- 6.5 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-
- 6.5.1 The **Employee** must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's), respectively.
- 6.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.5.3 KPA's covering the main areas of work will account for eighty percent (80%) and CCR's will account for twenty percent (20%) of the final assessment.
- 6.6 The **Employee's** assessment will be based on his/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 eighty percent (80%) of the overall assessment result as per the weightings agreed to between the **Employer** and **Employee**.

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KPA	Key performance areas (KPA'S)	Weighting
1.	Institutional Development and Transformation	5
2.	Good Governance and Public Participation	10
3.	Local Economic Development (LED)	40
4.	Municipal Financial Viability and Management	0
5.	Basic Service Delivery and Infrastructure	0
6.	Spatial Development	45
<b>TOTAL</b>		<b>100%</b>

6.7 The key performance areas related to the functional area of Employee shall be subject to negotiation between the Employer and the Employee.

6.8 The CCRs will make up the other 20% of the **Employee's** assessment score as follows:

Competencies	Components	Competency Definition	Weighting % (total 100%)
<b>Leading competencies</b>			
Strategic Direction and Leadership	<ul style="list-style-type: none"> <li>• Impact and Influence</li> <li>• Institutional Performance Management</li> <li>• Strategic Planning and Management</li> <li>• Organisational Awareness</li> </ul>	Provide and direct a vision for the institution, and inspire and deploy others to delivery on the strategic institutional mandate	10
People Management	<ul style="list-style-type: none"> <li>• Human Capital Planning and Development</li> <li>• Diversity Management</li> <li>• Employee Relations Management</li> <li>• Negotiation and dispute Management</li> </ul>	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives	5
Programme and Project Management	<ul style="list-style-type: none"> <li>• Programme and Project Planning and Implementation</li> <li>• Service Delivery Management</li> <li>• Programme and Project Monitoring and Evaluation</li> </ul>	Able to understand programme and project management methodology; plan, manage, monitor and evaluate specific activities in order to delivery on set objectives	5
Financial Management	<ul style="list-style-type: none"> <li>• Budget Planning and Execution</li> <li>• Financial Strategy and Delivery</li> <li>• Financial Reporting and Monitoring</li> </ul>	Able to compile, plan and manage budgets, control cash flow, institute financial risk management and administer procurement processes in accordance with recognised financial practices. Further to ensure that all financial transactions are managed in an ethical manner	5

Competencies	Components	Competency Definition	Weighting % (total 100%)
Change Leadership	<ul style="list-style-type: none"> <li>• Change Vision and Strategy</li> <li>• Process Design and improvement</li> <li>• Change Impact Monitoring and Evaluation</li> </ul>	Able to direct and initiate institutional transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community	5
Governance Leadership	<ul style="list-style-type: none"> <li>• Policy Formulation</li> <li>• Risk and Compliance management</li> <li>• Cooperative Governance</li> </ul>	Able to promote, direct and apply professionalism in managing risk and compliance requirements and apply a thorough understanding of governance practices and obligations. Further, able to direct the conceptualisation of relevant policies and enhance cooperative governance relationships	10
<b>Core Competencies</b>			
Moral competence		Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behaviour that reflects moral competence	5
Planning and Organising		Able to plan, prioritise and organise information and resources effectively to ensure the quality of service delivery and build efficient contingency plans to manage risk	15
Analysis and Innovation		Able to critically analyse information, challenges and trends to establish and implement fact-based solutions that are innovative to improve institutional processes in order to achieve key strategic objectives	10
Knowledge and Information Management		Able to promote the generation and sharing of knowledge and information through various processes and media, in order to enhance the collective knowledge base of local government	10
Communication		Able to share information, knowledge and ideas in a clear, focused and concise manner appropriate for the audience in order to effectively convey, persuade and influence stakeholders	10
Results and Quality Focus		Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage other to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives	10
<b>Core Competencies</b>			<b>100%</b>

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## 7. EVALUATING PERFORMANCE

7.1 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.

7.4 The **Employee's** performance will be measured in terms of contributions to the goals and strategies set out in the **Employer's** IDP.

7.5 The annual performance appraisal must involve:

7.5.1 Assessment of the achievement of results as outlined in the performance plan-

(i) 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.

(ii) An indicative rating on the five-point scale should be provided for each KPA.

(iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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

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

Level	Terminology	Description	Rating				
			1	2	3	4	5
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.					
2	Performance 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 performance 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.					

*MM* *EV*

7.7 For purposes of evaluating the annual performance of the Employee an evaluation panel constituted of the following persons must be established-

- 7.7.1 Municipal Manager
- 7.7.2 Municipal Manager from another Municipality
- 7.7.3 Chairperson of the Performance Audit Committee
- 7.7.4 Member of Executive Council

The PMS Manager must provide secretariat services to the evaluation panel referred to in sub regulations (d) and (e).

## 8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the 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:

Quarter	Period	Review date	Type of Review
1	July - September	Before end of October 2020	Informal reviews if performance is satisfactory, if not satisfactory the reviews will be formal
2	October - December	Before end of January 2021 (Midyear Review)	Formal
3	January - March	Before end of April 2021	Informal reviews if performance is satisfactory, if not satisfactory the reviews will be formal
4	April- June	Before end of September 2021 (Annual Review)	Formal

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

8.3 Performance feedback shall 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 the performance plan from time to time for operational reasons on agreement between both parties.

8.5 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

## **9. DEVELOPMENTAL REQUIREMENTS**

9.1 A Personal Development Plan (PDP) for addressing developmental gaps is attached as "ANNEXURE B" and shall form part of this agreement.

## **10. OBLIGATIONS OF THE EMPLOYER**

10.1 The Employer shall:

10.1.1 create an enabling environment to facilitate effective performance by the Employee;

10.1.2 provide access to skills development and capacity building opportunities;

10.1.3 work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;

10.1.4 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 the agreement; and

10.1.5 Make available to the employee such resources as the Employee may reasonably require from time to time assisting him/her to meet the performance objectives and targets established in terms of the agreement.

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## **11. CONSULTATION**

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

11.1.1 A direct effect on the performance of any of the Employee's functions;

11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer;

11.1.3 A substantial financial effect on the Municipality.

11.2 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.

## **12. MANAGEMENT OF EVALUATION OUTCOMES**

12. The key to a developmentally oriented performance management system towards inadequate performance is to promote improvement through feedback, learning and support, rather than judgement, sanctions or punishment.

12.2 Performance appraisal feedback shall be conveyed to employees in writing or discussed with employees on a regular basis to prevent a scenario where employees only find out about the gaps in their performance during mid-year or during the final review.

12.3 The evaluation of the Employee's performance shall form the basis for rewarding outstanding performance or correcting unacceptable performance

12.4 A performance bonus ranging from five percent (5%) to fourteen percent (14%) of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance, subject thereto that , in determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that-

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12.4.1 A score of one hundred and thirty percent (130%) to one hundred and forty nine percent (149%) is awarded a performance bonus ranging from five percent (5%) to nine percent (9%); and

12.4.2 A score of one hundred and fifty percent (150%) and above is awarded a performance bonus ranging from ten percent (10%) to fourteen percent (14%).

12.5 The performance bonus referred to in 12.4 here above is payable annually and constituted as follows

Score	Bonus %
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 – 167	14

12.1 In the case of unacceptable performance, the employer shall –

12.1.1 Provide systematic remedial or developmental support to assist the employee to improve his/her performance; and

12.1.2 After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to implement a disciplinary process that will be guided by the Labour Relations Act 66 of 1995.





### **13. PERFORMANCE BONUS**

In accordance with PMS Policy, a Performance bonus must be paid once a year provided the Municipality has budget for bonuses, after


- 13.1 the annual report for the financial year under review has been tabled and adopted by the municipal Council;
- 13.2 an evaluation of performance in accordance with the provisions of section 7 of this agreement; and
- 13.3 approval of such evaluation by the municipal Council, as a reward for outstanding performance.

### **14. DISPUTE RESOLUTION /APPEAL**

- 14.1 Dispute on performance agreement / performance evaluation

14.1 In a case where the employee is not satisfied with the assessment proceedings or results, the employee must apply in writing for reconsidering the performance review. The application for the appeal must be submitted within 14 working days from the date in which the assessment feedback has been communicated with the concerned employee. The employee shall look for a representative for assistance and support, example, Union Representatives.

14.2 The application must be submitted to the Municipal Manager and the Municipal Manager must appoint an Appeals Committee to deal with such appeals. The findings of the Appeals Committee should be forwarded to the Municipal Manager with recommendations. The Municipal Manager must make a final decision on the matter and his/her decision will be regarded as final and binding.

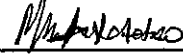
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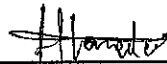
**15. GENERAL**

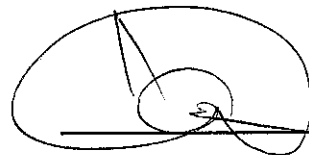
- 15.1 The contents of the Agreement shall be made available to the public by the Municipality, where appropriate.
- 15.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 15.3 The performance assessment results of the Employee shall be submitted to the Council within fourteen (14) days after the conclusion of the assessment.

Thus done and signed on this 31 day of July 2020.

**AS WITNESSES:**

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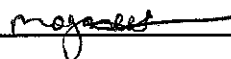
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**DIRECTOR: PLANNING AND  
ECONOMIC DEVELOPMENT**

Thus done and signed on this 31 day of July 2020

**AS WITNESSES:**

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2. 

  
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**MUNICIPAL MANAGER**



# ANNEXURE A (Part 1): PERFORMANCE PLAN - 2020/21

## KPA 1: Spatial Rational

Priority	Develop	Key	Phase	Project	Start	End	Est. Cost	Responsible	Reporting	Frequency	Key	Impact	Ver. 1	Ver. 2
Number	ment	Area	1	Name	Date	Date	(R)	Officer	Period	Interval	Performance	of the	1	2
1	Object	Phase	1	1	1	1	1	1	1	1	1	1	1	1
Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	To conduct a feasibility study for town expansion (Ngov village)	Ngov Village	Township establishment	2020	2021	1,500,000	Inc	Completed	Quarterly	Submission of township establishment documents for approval	Letter of approval by Land Use Planning Tribunal for approval	10	P & Dev

Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	New Indicator	Feasibility study conducted for Town Expansion (Siyandhani) by 30 June 2021	Township establishment	Siyandhani village	Warid 07	LG ES	600,000	N/A	Conduct EIA and Geotech Report	Submission of township establishment application to Tribunal for inputs	Submission of township establishment application to Tribunal for approval	Approved Layout Plan by Tribunal	10	P & Dev
Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	New Indicator	Street naming by 30 June 2021	Street naming	Giyani BA & C	Warid 11,12,13	LG ES	500,000	Appointment of Service Provider	Conduct Public Participation	Conduct Public Participation	Submit street names to Council for approval	Council Resolution	10	P & Dev

Spatial and Town Planning	To develop an effective spatial framework work that promotes integrated and sustainable development	Street naming Giyani Section A by 30 June 2021	New indicator	Street names registered at Survey or General Office by 30 June 2021	Street naming Giyani section A & F	Street naming Giyani Section A & F	Giyani Section A & F	LG ES	800,000	Appointment of Service Provider	Conduct Public Participation	Conduct Public Participation	Submit street names to Council for approval	Council Resolution	05	P & Dev
Spatial	To	Procla	Ne	Applica	Procla	Procla	Great	war	LG	400,	Mappi	Data	Submi	Draft	05	P &
												N/A				

and Town Planning	develo p an effecti ve spatial frame work that promo tes integr ated and sustai nable develo pment	matio n diagra m and registr ation by 30 June 2021	Indi cator	tion for Procla mation diagra m and registr ation submit ted to the Rural Develo pment and land Reform by 30 June 2021	mation Progra mme	mation Progra mme	er Giyani Muni cipalit y	d 11,1 2,13	ES	000	ng of the portio n of land	collect ion and analys is of the land		ssion of applica tion to Rural Develo pment and Land Refor m	Layo ut	De v
Spatial and Town Planning	To develo p an effecti ve spatial frame work that	# of tittle deeds registe red by 30 June 2021	Ne w Indi cator	539 Eren tittle deeds registe red by 30 June	Deeds registr ation of sites	Deeds registra tion of sites	Giyani sectio n F	war d 13	LG ES	200, 000	Submi ssion of Deeds applic ations to COGH STA	N/A	N/A	Main Title Deed	05	P & De v

Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	Subdivision, Rezoning and Registration of Municipal Properties	New Indicator	Rezone and subdivide 3 Municipal Properties in Villages	Subdivision, Rezoning of Municipal Properties	Rezoning and subdivision of 3 Municipal Properties in villages	Rezone and subdivide 3 Municipal Properties in Villages	2021	Subdivision, Rezoning and subdivide 3 Municipal Properties in Villages	Subdivision, Rezoning of Municipal Properties	Rezoning and subdivision of 3 Municipal Properties in villages	Ngov e Village	War d 21	Inc om e	800, 000	and Deeds Office	Appointment of Service Provider	Submission of application to Tribunal for inputs	Approval of application by Planning Tribunal	Letter of approval by Land Use Planning Tribunal	05	P & De v
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Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	To conduct a feasibility study for town expansion (Dzumeri and Sikhunyani) by 30 June 2021	New Indicator	Feasibility study conducted for Town Expansion (Dzumeri and Sikhunyani) 30 June 2021	Site Demarcation in Sikhunyani and Dzumeri villages	Township establishment	Sikhunyani and Dzumeri	All wards	LGES	300,000	Mapping of the portion of land	Data collection and analysis of the Rural Development and land Reform	Submission of application to the Rural Development and land Reform	N/A	Proclamation Diagram	05	P & Dev
Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	To demarcate sites at Nsavulani village by 30 June	New Indicator	Demarcate 500 sites at Nsavulani by 30 June 2020	Site Demarcation of 500 sites at Nsavulani village	Township establishment	Greater Giyani Municipality	All wards	LGES	500,000	N/A	Appointment of Service Provider	Submission of layout plans for site demarcation to Tribunal	Submission of layout plans for site demarcation to Tribunal	Approved Layout plan by Planning Tribunal	05	P & Dev



Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	2021	Golf Course Development	New Indicator	Rezone and subdivide Golf Course	Golf Course Development	Rezoning and subdivision of Golf Course	Ngov Village	War d 21	Income	800,000	Advertisement	Appointment of Service Provider	Submission of application to Tribunal for inputs	Approval of application by Planning Tribunal	Letter of approval by Land Use Planning Tribunal	10	P&D v.
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Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	Formalisation of Church view Extension by 30 June 2021	Draft Layout Plan	Approved Layout plan by 30 June 2021	Formalisation of Church View	Church View	ward 11,12,13	LG ES	200,000	N/A	N/A	Submission of layout plans for amended General Plan to Tribunal for approval	Approval of application by Planning Tribunal	Approved Layout plan by Planning Tribunal	P & Dev
Spatial and Town Planning	To develop an effective spatial framework that promotes	Formalisation of Church view by 30 June 2021	Draft Layout Plan	Approved Layout plan by 30 June 2021	Formalisation of Church View	Church View	ward 11	LG ES	300,000	N/A	N/A	Submission of layout plans for amended General Plan	Approval of application by Planning Tribunal	Approved Layout plan by Planning Tribunal	P & Dev



Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	To Amend General Plan for the Rezoning and subdivision of parks to be approved by 30 June 2021	New Indicator	Approved amended General Plan for Rezoning and subdivision of parks by 30 June 2021	Rezoning and subdivision of parks	Rezoning and subdivision of parks	Giyani township	Warald 13	LG ES	500,000	Data Collection and analysis is for the approved layout plan	Data Collection and analysis is for the approved layout plan	Submission of layout plans for amended General Plan to Tribunal for approval	Submission of layout plans for amended General Plan to Tribunal for approval	GIS License	05	P & Dev
Spatial and Town Planning	To develop an effective spatial framework that promotes integrated and sustainable development	To upgrade GIS System by 30 June 2021	New Indicator	Upgrade GIS System by 30 June 2021	GIS Upgrade	GIS Upgrade	N/A	All wards	LG ES	200,000	Appointment of the Service Provider	Data collection and analysis of GIS system	Data collection and analysis of GIS system	Submit the GIS System to the Accounting Officer for	GIS License	10	P & Dev

	tes integr ated and sustai nable develo pment													noting		
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### KPA 2: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT

Category	Objectives	Key Results	Progress	Timeline	Responsible	Status
Information Technology	To develop and Retain the best Human Capital, Effective and Efficient	# of IT Steering Committee Meetings held in 2019/20	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		4	4 IT Steering Committee Meetings held by 30 June	4	4	4
		Steering Committee Meetings held in 2019/20	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational
		Steering Committee Meetings held by 30 June	IT Governance, Risks and Compliance	Coordination of the IT Steering Committee Meeting	Greater Giyani Municipality	Operational

LED Strategy	To Create An Enabling Environment For Sustainable Economic	To review LED Strategy by 30 June 2021	New indicator	1 LED Strategy reviewed and approved by Council by 30	Review LED Strategy and submitted to Council for approval	Greater Giyani Municipality	Giyani	Income 800,000	Development of terms of reference and submission to BTO	Advertisement	Actual drafting and submission of draft to council for noting	Final draft LED strategy approved by Council	Approved LED Strategy				
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**KPA 4: LOCAL ECONOMIC DEVELOPMENT**

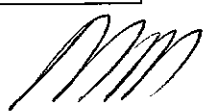
LED Strategy	To Create An Enabling Environment For Sustainable Economic	To review LED Strategy by 30 June 2021	New indicator	1 LED Strategy reviewed and approved by Council by 30	Review LED Strategy and submitted to Council for approval	Greater Giyani Municipality	Giyani	Income 800,000	Development of terms of reference and submission to BTO	Advertisement	Actual drafting and submission of draft to council for noting	Final draft LED strategy approved by Council	Approved LED Strategy				
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able Econo mic Growth	June 2021	June 2021	ba 30 June 2021	Durban Indaba													Inda ba		
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**KPA 6: GOOD GOVERNANCE AND PUBLIC PARTICIPATION**

Internal Auditin g	To devel op gover nance struct ures and syste ms that will ensur e effecti ve	% of total numb er of findin gs resolv ed in the Intern al Audit Action Plan by 30 June	Imple menta tion in 2018/ 19 Intern al Audit Action plan	100% of total numb er of findin gs resolv ed in the Intern al Audit Action Plan by 30 June	Intern al Audit Action Plan	Implem entatio n of the Interna l Audit Action Plan	Great er Giyani Muni cipali ty	Admir ation  Inco me  Oper ation al	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	100% of findings resolved in the Internal Audit Action Plan	Upda ted Inter nal Audit Actio n Plan	05	P & D ev
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Internal Auditing	To develop governance structures and systems that will ensure effective public consultation	2021	% of total number of findings resolved in the AG(SA) Action Plan by 30 June 2021	Implementation of AG(SA) Action Plan	100% of total number of findings resolved in the AG(SA) Action Plan	June 2021	AG(SA) Action Plan	Implementation of the AG(SA) action plan	Greater Giyani Municipality	Admission	Income	Operational	25% of findings resolved in the AGSA's Action Plan	50% of findings resolved in the AGSA's Action Plan	75% of findings resolved in the AGS A's Action Plan	100% of findings resolved in the AGSA's Action Plan	Updated Audit Action Plan	05	P & D ev
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Internal Auditing	To develop governance structures and systems that will ensure effective public consultation and organizational discipline	# of Audit and Performance Audit Committee meetings to be attended by 30 June 2021	Audit and Performance Committee meeting held	4 Audit and Performance Committee meetings attended by 30 June 2021	Audit and Performance Committee meetings	Organization	Operational	1 Audit and Performance Committee meeting attended	1 Audit and Performance Committee meeting to be attended	1 Audit and Performance Committee meeting to be attended	1 Audit and Performance Committee meeting to be attended	Attendance register	05	P & D ev
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**ANNEXURE B: PERSONAL DEVELOPMENT PLAN 2020/21**

Skills performance gap (in order of priority)	Outcomes expected (measurable indicators, quantity, quality and time frames)	Suggested training and/or development activity	Suggested mode of delivery	Suggested time frame	Work opportunity created to practice skills/ development area	Support person
LED, GIS and Project Management	Improved project management skills	LED, GIS and project management	Training	12 Months	LED and Planning	Municipal Manager

**ANNEXURE C: DISCLOSURE OF INTEREST FORM 2020/21**

Other Interests:

I hereby certify that the above information is complete and correct to the best of my knowledge.



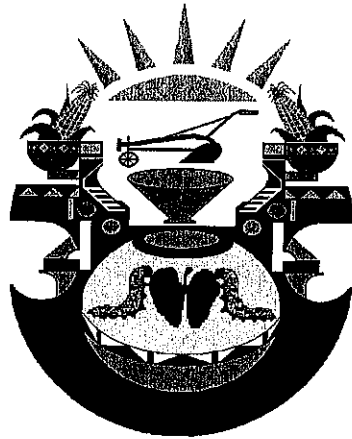
Signatures

31/7/2020

Date







# FINANCIAL DISCLOSURES

2020/2021

EMPLOYEE NAME: SITHOLE KV

**STRICTLY CONFIDENTIAL**

Financial Disclosure Form

CONFIDENTIAL

I, the undersigned (surname and initials):

Sithole K.V.

(Residential address) :

52 Koedoe Street, Wilding Hk 59  
Hoedspruit, 1380.

(Position held) : Director Planning and Economic Development

(Name of Municipality) : Greater Giyani Municipality

MM  
K.V.

Tel : 015 811 5500

Fax : 015 812 2068

I hereby certify that the following information is complete and correct to the best of my knowledge:

1. Shares and other financial interests (Not bank accounts with financial institutions.) See information sheet: note (1)

Number of shares/Extent of financial interests	Nature	Nominal Value	Name of Company/Entity
N/A	N/A	N/A	N/A

2. Directorships and partnerships See information sheet: note (2)

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/Income
Percava Pibbles (pty) LTD	General Trading	0 - 00

3. Remunerated work outside the Municipality must be sanctioned by Council. See information sheet: note (3)

Name of Employer	Type of Employment	Amount of Remuneration/Income
	N/A	

4. Consultancies and retainerships  
See information sheet: note (4)

Name of client	Nature	Type of business activity	Value of any benefits received
	N/A		

5. Sponsorships  
See information sheet: note (5)

Source of assistance/sponsorship	Description of assistance/Sponsorship	Value of assistance/sponsorship
	N/A	

MM KO

6. Gifts and hospitality from a source other than a family member

See information sheet: note (6)

Description	Value	Source
	N/A	

7. Land and property

See information sheet: note (7)

Description	Extent	Area	Value
Flat Sectional Title.	85 m <sup>2</sup>	Wildfig, Hoedspruit	185000

SIGNATURE OF EMPLOYEE

DATE: 27-08-2020

PLACE Giyani

OATH/AFFIRMATION

1. I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down her/his answers in his/her presence:

(i) Do you know and understand the contents of the declaration?

Answer:

(ii) Do you have any objection to taking the prescribed oath or affirmation?

Answer

(iii) Do you consider the prescribed oath or affirmation to be binding on your conscience?

Answer:

2. I certify that the deponent has acknowledged that she/he knows and understands the contents of this declaration. The deponent utters the following words: "I swear that the contents of this declaration are true, so help me God." / "I truly affirm that the contents of the declaration are true". The signature/mark of the deponent is affixed to the declaration in my presence.

Ruth D. [Signature]

Commissioner of Oath /Justice of the Peace

Full first names and surname:

Ruth D. Horgan

(Block letters)

Designation (rank) Constable Ex Officio Republic of South Africa

Street address of institution Giyani SAPS

Date 2020-08-01

Place Giyani

SUID-AFRIKAANSE POLISIEDIENS COMMUNITY SERVICE CENTRE  2020-08-27 PRIVATE BAG X9630 GIYANI 0826 SOUTH AFRICAN POLICE SERVICE
--

MM EV

\_\_\_\_\_  
CONTENTS NOTED: (Immediate supervisor) \_\_\_\_\_

DATE: \_\_\_\_\_

### **INFORMATION SHEET FOR THE FINANCIAL DISCLOSURE FORM**

The following notes are a guide to assist with completing the attached Financial Disclosure form (Appendix C):

#### **1. SHARES AND OTHER FINANCIAL INTERESTS**

Designated employees are required to disclose the following details with regard to shares and other financial interests held in any private or public company or any other corporate entity recognized by law:

- The number, nature and nominal value of shares of any type;
- The nature and value of any other financial interests held in any private or public company or any other corporate entity; and
- The name of that entity.

#### **2. DIRECTORSHIPS AND PARTNERSHIPS**

Designated employees are required to disclose the following details with regard to directorships and partnerships:

- The name and type of business activity of the corporate entity or partnership/s; and
- The amount of any remuneration received for such directorship or partnership/s.

Directorship includes any occupied position of director or alternative director, or by whatever name the position is designated.

Partnership is a legal relationship arising out of a contract between two or more persons with the object of making and sharing profits.

#### **3. REMUNERATED WORK OUTSIDE THE PUBLIC SERVICE (ALL REMUNERATED EMPLOYMENT MUST BE SANCTIONED PRIOR TO THE WORK BEING DONE.)**

Designated employees are required to disclose the following details with regard to remunerated work outside the public service.

- The type of work;
- The name and type of business activity of the employer; and
- The amount of the remuneration received for such work.

Remuneration means the receipt of benefits in cash or kind.

Work means rendering a service for which the person receives remuneration.

#### **4. CONSULTANCIES AND RETAINERSHIPS**





Designated employees are required to disclose the following details with regard to consultancies and retainerships:

- The nature of the consultancy or retainership of any kind;
- The name and type of business activity, of the client concerned; and
- The value of any benefits received for such consultancy or retainer ships.

#### **5. SPONSORSHIPS**

Designated employees are required to disclose the following details with regard to sponsorships:

- The source and description of direct financial sponsorship or assistance; and
- The value of the sponsorship or assistance.

#### **6. GIFTS AND HOSPITALITY FROM A SOURCE OTHER THAN A FAMILY MEMBER**

Designated employees are required to disclose the following details with regard to gifts and hospitality:

- A description and the value and source of a gift with a value in excess of R350;
- A description and the value of gifts from a single source which cumulatively exceed the value of R350 in the relevant 12 month period; and
- Hospitality intended as a gift in kind.

Designated employees must disclose any material advantage that they received from any source e.g. any discount prices or rates that are not available to the general public.

All personal gifts within the family and hospitality of a traditional or cultural nature need not be disclosed.

#### **7. LAND AND PROPERTY**

Designated employees are required to disclose the following details with regard to their ownership and other interests in

land and property (residential or otherwise both inside and outside the Republic):

- A description and extent of the land or property;
- The area in which it is situated; and
- The value of the interest.

*MM*

*KV*