

# **ADJUSTED PERFORMANCE AGREEMENT**

**MADE AND ENTERED INTO BY AND  
BETWEEN:**

**THABA CHWEU LOCAL MUNICIPALITY  
AS REPRESENTED BY**

**ROY STEVEN MAKWAKWA**

**AND**

**TREVOR MOLUKO RIKHOTSO**

**FOR THE**

**FINANCIAL YEAR 2023 – 2024:  
01 JANUARY 2024 – 30 JUNE 2024**

V.N.   
R.R. TS MW

## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

Thaba Chweu Local Municipality herein represented by **ROY STEVEN MAKWAKWA** in her/his capacity as Employer (hereinafter referred to as the **Employer** or Supervisor)

and

**TREVOR MOLUKO RIKHOTSO** Employee of the Municipality (hereinafter referred to as the **Employee**).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

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

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to -

- 2.1 comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Act as well as the employment contract entered into between the parties;
- 2.2 specify objectives and targets defined and agreed with the employee and to communicate to the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, 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 or her job;

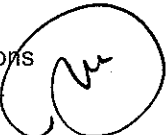
- 2.6 in the event of outstanding performance, to appropriately reward the employee; and
- 2.7 give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

### 3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **01 January 2024** and will remain in force until **30 June 2024** thereafter a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the **Employee's** contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
  - 4.1.1 the performance objectives and targets that must be met by the **Employee**; and
  - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 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, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the **Employer**, and shall include key objectives; key performance indicators; target dates and weightings.
  - 4.2.1 The key objectives describe the main tasks that need to be done.
  - 4.2.2 The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved.
  - 4.2.3 The target dates describe the timeframe in which the work must be achieved.
  - 4.2.4 The weightings show the relative importance of the key objectives to each other.
- 4.3 The **Employee's** performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the **Employer's** Integrated Development Plan.

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## 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 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 KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 5.5 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- 5.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs) respectively.
- 5.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 5.5.3 KPAs covering the main areas of work will account for 80% and CRs will account for 20% of the final assessment.
- 5.5.4 The total score must determined using the rating calculator.
- 5.6 The Employee's assessment will be based on his / her performance in terms of the outputs / outcomes (performance indicators) identified as per attached Performance Plan (**Annexure A**), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery	
Municipal Institutional Development and Transformation	
Local Economic Development (LED)	
Municipal Financial Viability and Management	
Good Governance and Public Participation	
Spatial Planning & Rationale	
<b>Total</b>	<b>100%</b>

- 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.

- 5.8 The CRs will make up the other 20% of the Employee's assessment score. CRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee. Three of the CRs are compulsory for Municipal Managers:

<b>CORE MANAGERIAL COMPETENCIES:</b>	<b>WEIGHT</b>
Strategic Capability and Leadership	10%
People Management and Empowerment	—
Financial Management ( <b>Compulsory</b> )	5%
Change Management	5%
Knowledge Management	—
Analysis and Innovation	10%
Problem Solving and Analysis	—
People Management and Empowerment ( <b>Compulsory</b> )	5%
Client Orientation and Customer Focus ( <b>Compulsory</b> )	5%
Communication	5%
Honesty and Integrity	10%
<b>CORE OCCUPATIONAL COMPETENCIES:</b>	—
Competence in Self-Management	10%
Interpretation of and implementation within the legislative	—
and national policy frameworks	—
Knowledge of developmental local government :	—
Knowledge of Performance Management and Reporting	10%
Knowledge and Information Management	—
Competence in policy conceptualisation, analysis and implementation	—
Moral Competency	—
Skills in Mediation	5%
Skills in Governance	10%
Competence as required by other national line sector	—
Results and Quality Focus	—
Planning and Organising	10%
<b>TOTAL</b>	<b>100%</b>

## 6. EVALUATING PERFORMANCE

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out -
- 6.1.1 the standards and procedures for evaluating the Employee's performance; and
- 6.1.2 the intervals for the evaluation of the Employee's performance.
- 6.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 6.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 6.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

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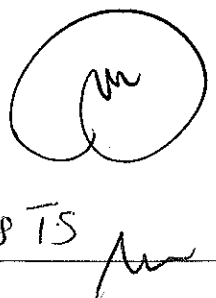
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6.5 The annual performance appraisal will involve:

**6.5.1 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) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator (refer to paragraph 6.5.3 below) must then be used to add the scores and calculate a final KPA score.

Handwritten signature and initials. A large circle contains the letters 'm'. Below it, the letters 'RR PPTIS' are written, followed by a long, flowing signature.

### 6.5.2 Assessment of the CRs

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

- (a) Each CR should be assessed according to the extent to which the specified standards have been met.
- (b) An indicative rating on the five-point scale should be provided for each CR.
- (c) This rating should be multiplied by the weighting given to each CR during the contracting process, to provide a score.
- (d) The applicable assessment rating calculator (refer to paragraph 6/5.1) must then be used to add the scores and calculate a final CR score.

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### 6.5.3 Overall rating

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

- 6.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:
- 6.7 For purposes of evaluating the annual performance of the municipal manager, an evaluation panel constituted of the following persons must be established -
- 6.7.1 Executive Mayor or Mayor;
  - 6.7.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.7.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council;
  - 6.7.4 Mayor and/or municipal manager from another municipality; and
  - 6.7.5 Member of a ward committee as nominated by the Executive Mayor or Mayor.
- 6.8 For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established -
- 6.8.1 Municipal Manager;
  - 6.8.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;
  - 6.8.3 Member of the mayoral or executive committee or in respect of a plenary type municipality, another member of council; and
  - 6.8.4 Municipal manager from another municipality.
- 6.9 The manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels referred to in sub-regulations (d) and (e).

## 7. SCHEDULE FOR PERFORMANCE REVIEWS

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

<b>Third quarter</b>	:	January 2024 – March 2024
<b>Fourth quarter</b>	:	April 2024 – June 2024

- 7.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 7.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 7.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and / or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.



## 8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

## 9. OBLIGATIONS OF THE EMPLOYER

9.1 The Employer shall –

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

## 10. CONSULTATION

- 10.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others –
  - 10.1.1 a direct effect on the performance of any of the Employee's functions;
  - 10.1.2 commit the Employee to implement or to give effect to a decision made by the Employer; and
  - 10.1.3 a substantial financial effect on the Employer.
- 10.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## 11. MANAGEMENT OF EVALUATION OUTCOMES

- 11.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 11.2 A performance bonus of between 5% to 14% of the total remuneration package may be paid to the Employee in recognition of outstanding performance to be constituted as follows:
  - 11.2.1 a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
  - 11.2.2 a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.
- 11.3 In the case of unacceptable performance, the Employer shall –

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

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

## 12. DISPUTE RESOLUTION

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

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

12.1.2 any other person appointed by the MEC.

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

whose decision shall be final and binding on both parties.

12.2 In the event that the mediation process contemplated above fails, clause 20.3 of the Contract of Employment shall apply.

## 13. GENERAL

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

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

13.3 The performance assessment results of the municipal manager must be submitted to the MEC responsible for local government in the relevant province as well as the national minister responsible for local government, within fourteen (14) days after the conclusion of the assessment.

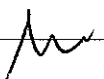
Thus done and signed at Lydenburg on this the 8 day of May 2024




V. N

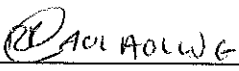
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AS WITNESSES:

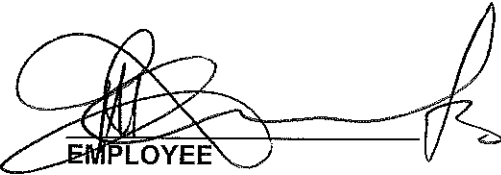
1.  Dladla

2.  PAUL ACHWIG

AS WITNESSES:

1.  Baley

2. 

  
EMPLOYEE

  
MUNICIPAL MANAGER

# ANNEXURE A: PERFORMANCE PLAN

STRATEGIC OBJECTIVE	KEY PERFORMANCE AREA	DEPARTMENTAL OBJECTIVE	FOCUS AREA	PROJECT NAME	LOCATION	UNIT OF MEASUREMENT	PERFORMANCE INDICATOR(S)	BASELINE	ANNUAL TARGET 2023/24 FY	QUARTERLY TARGETS				MEANS OF VERIFICATION	BUDGET
										1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER		
Realisation of harmonious development within the municipal jurisdiction	Spatial Planning & Rationalisation	To implement building control management system	Building Control	Building control management system and backup (Phase 1)	Institutional	Number	Number of reports compiled on the implementation of building control management system and backup	New KPI	1 Report compiled on the implementation of building control management system and backup by 30 June 2024	Development of TOR	Appointment of a service provider, Inception Meeting	Draft back up system report	Final report with implementation plan	TOR, Appointment letter, Inception report, draft report, final system report and implementation plan	R 500 000 (TCLM)
Realisation of harmonious development within the municipal jurisdiction	Spatial Planning & Rationalisation	To ensure compliance with the legislative framework	Spatial Planning & Rationalisation	Rectification of land parcels (subdivision/consolidation/re-zoning)	All wards	Number	Number of subdivided/consolidated/rezoned in the TCLM	20 even subdivided/consolidated/rezoned in the 2022/23 FY	25 even subdivided/consolidated/rezoned in the TCLM by 30 June 2024	Development of TOR, Appointment of service provider, Inception meeting	LUM applications	Draft layouts/map 3's	Approved application (Rez/Su b/Cons)	TOR, Appointment letter, Inception report, approval certificate (Council)	R 2 000 000,00
Realisation of harmonious development within the municipal jurisdiction	Spatial Planning & Rationalisation	To ensure compliance with the legislative framework	Spatial Planning & Rationalisation	SPLUM Tribunal Meetings	Institutional	Number	Number of SPLUM Tribunal meeting held	1 SPLUM Tribunal meetings held in 2022/23 FY	4 SPLUM Tribunal meetings held by 30 June 2024	1 Tribunal meeting held	1 Tribunal meeting held	1 Tribunal meeting held	1 Tribunal meeting held	Meeting attendance register	R 100 000,00

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STRATEGIC OBJECTIVE	KEY PERFORMANCE AREA	DEPARTMENTAL OBJECTIVE	FOCUS AREA	PROJECT NAME	LOCATION	UNIT OF MEASUREMENT	PERFORMANCE INDICATOR(S)	BASELINE	ANNUAL TARGET 2023/24 FY	QUARTERLY TARGETS				MEANS OF VERIFICATION	BUDGET
										1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER		
Realisation of harmonious development within the municipal jurisdiction	Spatial Planning & Rationalisation	To ensure compliance with the legislative framework	Spatial Planning & Rationalisation	Review of the SDF	Institutional	Number	Number of SDFs reviewed	No SDF reviewed in 2022/23 FY	1 SDF reviewed by 30 June 2024	Development of TOR and Appointment of Service Provider	Draft inception report (inclusive of a work plan)	Progress report on drafting of the SDF	Approval of draft SDF by Council, Public participation, Approval of Final SDF by Council	TOR, Appointment letter, Draft Inception report, Attendance register, Minutes, Report, Council resolution, Public notices	R 500 000 (TCLM)
Enhance economic development and growth	Local Economic Development	To develop a tourism & investment strategy	Tourism	Development of Tourism and investment strategy	Institutional	Number	Number of Tourism and Investment strategies developed & approved	New KPI	1 Tourism and Investment strategy developed & approved by 30 June 2024	Development of TOR & Appointment of service provider	Inception Meeting	Draft Tourism and Investment strategy in place	Tourism and Investment strategy tabled to Council	TOR, Appointment letter, Inception report, Council resolution	R 500 000 (TCLM)
Enhance economic development and growth	Local Economic Development	To ensure that there is effective economic development, investment attraction and retention	Local Economic Development	LEDF Meetings	All Ward	Number	Number of LEDF meetings held	4 LEDF meetings held in the 2022/23 FY	4 LEDF meetings held by 30 June 2024	1 LEDF meeting	1 LEDF meeting	1 LEDF meeting	1 LEDF meeting	Agendas, minutes, attendance registers	Opex

STRATEGIC OBJECTIVE	KEY PERFORMANCE AREA	DEPARTMENTAL OBJECTIVE	FOCUS AREA	PROJECT NAME	LOCATION	UNIT OF MEASUREMENT	PERFORMANCE INDICATOR(S)	BASELINE	ANNUAL TARGET 2023/24 FY	QUARTERLY TARGETS				MEANS OF VERIFICATION	BUDGET
										1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER		
Enhance economic development and growth	Local Economic Development	To ensure that there is effective economic development, investment attraction and retention	Local Economic Development	Local Tourism support programmes	All wards	Number	Number of tourism events attended & Number of entrance walls constructed	New KPI	2 tourism events attended & 16 entrance walls constructed by 30 June 2024	Attend Eswatini International Trade Fair (EITF) event	Development of TOR, Appointment of service provider	Construction of 16 entrance walls	Attend Africa Travel Indaba event	Attendance register, Specifications, Purchase order, Report with before and after pictures	R 750 000.00
Enhance economic development and growth	Local Economic Development	Sustainable job creation and SMME development	Local Economic Empowerment	Establishment of PPE(Feasibility study)	Institutional	Number	Number of feasibility studies approved on the establishment of PPE	New KPI	1 Feasibility study on the establishment of PPE approved by 30 June 2024	Development of TOR & Appointment of service provider	Inception Meeting	Draft Feasibility report	Approved Feasibility study	TOR, Appointment letter, Inception report, approval certificate (Council)	R 500 000 (TCLM)
Enhance economic development and growth	Local Economic Development	To ensure that there is effective economic development, investment attraction and retention	Local Economic Development	Monitoring of Thaleda	Institutional	Number	Number of reports compiled on the performance of Thaleda	New KPI	4 Reports compiled on the performance of Thaleda by 30 June 2024	1 Report compiled on the performance of Thaleda	1 Report compiled on the performance of Thaleda	1 Report compiled on the performance of Thaleda	1 Report compiled on the performance of Thaleda	Reports	Opex

STRATEGIC OBJECTIVE	KEY PERFORMANCE AREA	DEPARTMENTAL OBJECTIVE	FOCUS AREA	PROJECT NAME	LOCATION	UNIT OF MEASUREMENT	PERFORMANCE INDICATOR(S)	BASELINE	ANNUAL TARGET 2023/24 FY	QUARTERLY TARGETS				MEANS OF VERIFICATION	BUDGET
										1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER		
Provide access to quality services in line with council mandate	Basic Services and Infrastructure Development	To register and correctly register title deeds	Human Settlements	Facilitation of title deed rectification and registration	Institutional	Number	Number of title deeds facilitated for deregistration & registration	No title deeds facilitated for deregistration	300 Title deeds facilitated for deregistration & registration by 30 June 2024	Public participation report (beneficiary verification)	Court order for deregistration of title deeds	Beneficiary verification before Registration.	published final verified beneficiary list.	beneficiary report (deregistration), court order (deregistration), final beneficiary list (registration)	R 3 000 000,00
Ensure effective and sound Good Governance	Good Governance & Public Participation	To implement the IDP Process Plan	IDP	IDP Process Plan	Institutional	Number	Number of IDP/Budget Process Plan phases implemented	IDP 2022/23	4 IDP/Budget Process Plan phases implemented by 30 June 2024	Process Plan Approved and Analysis/Preparation Phase Started	Analysis Phase completed, strategic phase started & Transitional Report completed	Strategic Phase Completed. Project & Integration Phase started	Project & Integration phase complete and adoption of Final IDP	Process plan, council resolutions, strategic planning report, Approved IDP	R 500 000 (TCLM)
Provide access to quality services in line with council mandate	Basic Services and Infrastructure Development	To repair and maintain Properties as per Facility Maintenance Plan	Public Facilities	Repairs and maintenance of Properties	All Wards	Number	Number of service providers appointed for the repairs and maintenance of 10 Properties	No properties maintained in the 2022/23 FY	1 Service Provider appointed for the repairs and maintenance of 5 Properties in TCLM by 30 June 2024	Development of Facility Maintenance Plan	Repairs and maintenance of properties as per Facility Maintenance Plan	Repairs and maintenance of properties as per Facility Maintenance Plan	Repairs and maintenance of properties as per Facility Maintenance Plan	Facility Management Plan, Repairs & Maintenance Report with pictures	R 1 000 000,00



Strategic Objective	Key Performance Area	Departmental Objective	Focus Area	Project Name	Location	Unit of Measurement	Performance Indicator(s)	Baseline	Annual Target 2023/24 FY	Quarterly Targets				Means of Verification	Budget
										1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
Increase revenue base and financial viability	Financial Viability & Management	To collect revenue through the sale of stands	Human Settlements	Sale of Stands	Mashishini, Sabie, Graskop	Rand	Amount generated through the sale of stands	R10 247 084.29 generated through the sale of stands in the 2022/23 FY	R 11 000 000 generated through the sale of stands by 30 June 2024	R 2 750 000 generated through the sale of stands	R 2 750 000 generated through the sale of stands	R 2 750 000 generated through the sale of stands	R 2 750 000 generated through the sale of stands	Reconciliation report on sale of land	Opex
Increase revenue base and financial viability	Financial Viability & Management	To regulate Business trading	Revenue Enhancement	Trade Business Licensing	All Ward	Rand	Amount generated through trade business licences	R338 994.80 generated through issuing of trade business licences in the 2022/23 FY	R44 000 generated through issuing of trade business licences by 30 June 2024	R11 000 generated through issuing of trade business licences	R11 000 generated through issuing of trade business licences	R11 000 generated through issuing of trade business licences	R11 000 generated through issuing of trade business licences	Trade Business Licence database	Opex
Increase revenue base and financial viability	Financial Viability & Management	To comply with National Building Regulation and Building standards	Revenue Enhancement	Building Plan Fees	Institutional	Rand	Amount of money generated through building Plans approvals	R1 367 24.03 generated through building Plans approvals in the 2022/23 FY	R 286 000 generated through building Plans approvals by 30 June 2024	R 71 500 generated through building plans approvals	R 71 500 generated through building plans approvals	R 71 500 generated through building plans approvals	R 71 500 generated through building plans approvals	Building plan register	Opex

STRATEGIC OBJECTIVE	KEY PERFORMANCE AREA	DEPARTMENTAL OBJECTIVE	FOCUS AREA	PROJECT NAME	LOCATION	UNIT OF MEASUREMENT	PERFORMANCE INDICATOR(S)	BASELINE	ANNUAL TARGET 2023/24 FY	QUARTERLY TARGETS				MEANS OF VERIFICATION	BUDGET
										1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER		
Increase revenue base and financial viability	Financial Viability & Management	To comply with SPLUMA	Revenue Enhancement	Development Application Fees	Institutional	Rand	Amount of money generated through development applications approvals	R462 515 generated through development applications approvals in the 2022/23 FY	R 253 000 generated through development application approvals by 30 June 2024	R 81 500 generated through development applications approvals	R 40 000 generated through development applications approvals	R 50 000 generated through development applications approvals	R 81 500 generated through development applications approvals	Development application register	Opex
Increase revenue base and financial viability	Financial Viability & Management	To comply with TOLM Outdoor advertisement by-law	Revenue Enhancement	Out-Door Advertisement	Institutional	Number	Number of Adverts sold	26 Adverts sold in the 2022/23 FY	44 Adverts sold by 30 June 2023	12 Adverts sold	10 Adverts sold	10 Adverts sold	12 Adverts sold	Outdoor advertisement register	Opex
Ensure effective and sound Good Governance	Good Governance & Public Participation	To address identified and emerging risks	Risk Management	Updating of Strategic Risk Register	Institutional	Number	Number of Strategic risk registers updated	4 Strategic risk registers updated in the 2022/23 FY	4 Strategic risk registers updated by 30 June 2024	1 Strategic risk register updated	1 Strategic risk register updated	1 Strategic risk register updated	1 Strategic risk register updated	Strategic Risk Register	Opex
Ensure effective and sound Good Governance	Good Governance & Public Participation	To address findings raised by AGSA	Audit	Updating of Audit Action Plan	Institutional	Percentage	Percentage of material audit findings addressed before submission of the AFS to AFS to	70% of material audit findings addressed from the 2021/22 FY	100% of material audit findings addressed before submission of the AFS to AGSA on	100% of material audit findings addressed before submission of the AFS to	No planned activity	No planned activity	No planned activity	Audit Action Plan	Opex

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STRATEGIC OBJECTIVE	KEY PERFORMANCE AREA	DEPARTMENTAL OBJECTIVE	FOCUS AREA	PROJECT NAME	LOCATION	UNIT OF MEASUREMENT	PERFORMANCE INDICATOR(S)	BASELINE	ANNUAL TARGET 2023/24 FY	QUARTERLY TARGETS				MEANS OF VERIFICATION	BUDGET
							AGSA	Audit	31 August 2023	AGSA on 31 August 2023	1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER	

# **ANNEXURE B: PERSONAL DEVELOPMENT PLAN**

**PERSONAL DEVELOPMENT PLAN  
(CORPORATE SERVICES)**

MADE AND ENTERED INTO BY AND BETWEEN

**THABA CHWEU LOCAL MUNICIPALITY**

AS REPRESENTED BY

**ROY STEVEN MAKWAKWA**

AND

**TREVOR MOLUKO RIKHOTSO**

FOR THE

**FINANCIAL YEAR 2023-24**

**01 JANUARY 2024 – 30 JUNE 2024**



**Personal Development Plan of: TREVOR MOLUKO RIKHOTSO**

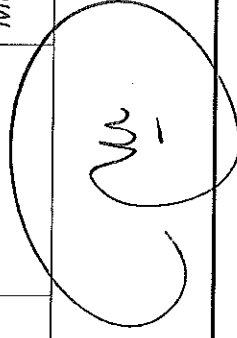
Compiled on (Date): 27/5/2019

1. Skills / Performance Gap (in order of priority)	2. Outcomes Expected (measurable indicators: quantity, quality and time frames)	3. Suggested training and / or development activity	4. Suggested mode of delivery	5. Suggested Time Frames	6. Work opportunity created to practice skill / development area	7. Support Person
						Senior Manager

Employee's signature :



Employer's signature:



# **ANNEXURE C: FINANCIAL DISCLOSURE FORM**

CONFIDENTIAL  
FINANCIAL DISCLOSURE FORM

I, the undersigned (surname and initials) RICKHOTS0 T.M

(Postal address)

P.O. BOX 3036, GIYANI,  
0826

(Residential address)

24 Palmisig complex, Lydenburg, 1120

(Position held)

DIRECTOR

(Name of Municipality)

THABA CHWEU MUNICIPALITY

Tel: 013 2357300

Fax:

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

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

Name of corporate entity, partnership or firm	Type of business	Amount of Remuneration/Income

3. Remunerated work outside the Municipality



Must be sanctioned by Council. See information sheet: note (3)

Name of Employer	Type of Work	Amount of remuneration/ Income

Council N/A

Signature by Council N/A

Date \_\_\_\_\_

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

Name of client	Nature	Type of business activity	Value of any benefits received

5. **Sponsorships**  
See information sheet: note (5)

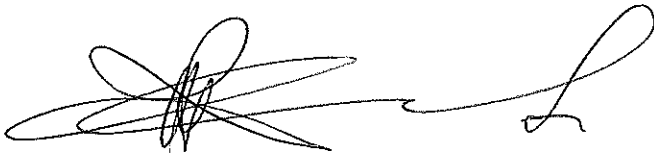
Source of assistance/sponsorship	Description of assistance/ Sponsorship	Value of assistance/sponsorship

6. **Gifts and hospitality from a source other than a family member**  
See information sheet: note (6)

Description	Value	Source

7. **Land and property**  
See information sheet: note (7)

Description	Extent	Area	Value
Town House	63 m <sup>2</sup>	Lydeburg	R380-00
House	185 m <sup>2</sup>	Wolmar	R1650-00



SIGNATURE OF EMPLOYEE

DATE: 8/5/24

PLACE: Lydenburg

**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 YES

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

Answer NO

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

Answer YES

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.

**Commissioner of Oath /Justice of the Peace**

Full first names and surname:

\_\_\_\_\_ (Block letters)

Designation (rank) \_\_\_\_\_ Ex Officio Republic of South Africa

Street address of institution

\_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

CONTENTS NOTED: EMPLOYER

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

**Moreku Paris**  
Advocate of High Court  
Commissioner of Oath  
Thaba Chweu Local Municipality  
Office No: 11  
Cnr. Viljoen & Sentraal  
P.O Box 61, LYDENBURG, 1120  
Date 08/05/24 Time 10/10  
Signature 