



**Raadslede van die Raad van die
Langeberg Munisipaliteit**

Kennis geskied hiermee van 'n Raadsvergadering
van die Raad van Langeberg Munisipaliteit wat gehou sal word op

19 JUNIE 2018 om 10H00

in die Raadsaal, Munisipale Kantore, Kerkstraat, Robertson
om oorweging te verleen aan die items op die aangehegte agenda.

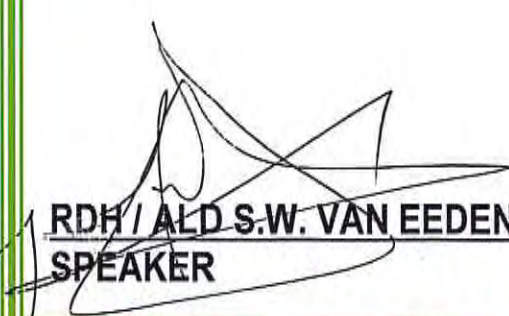
...

**Councillors of the Council of the
Langeberg Municipality**

Notice is hereby given of a Council Meeting
of the Municipal Council of the Langeberg Municipality to be held on

19 JUNE 2018 at 10H00

in the Council Chamber, Municipal Offices,
Church Street, Robertson to discuss the items on the appended agenda.


RDH / ALD S.W. VAN EEDEN
SPEAKER

BIRTHDAY LIST 2018

JANUARY	
04	Cllr Bulenlani Nteta
05	Mr Maynard Johnson
15	Cllr Esther Bosjan
17	Cllr Kobus DF van Zyl
FEBRUARY	
06	Cllr Atwell Mbi
09	Mr Dave van Schalkwyk
09	Cllr Lettesia M Swanepoel
24	Mr Theuns Carstens
MARCH	
01	Cllr Wilma Strauss
11	Mr Neil Albertyn
23	Mr Peter W Salman
30	Mr Charl Martin
APRIL	
27	Mrs Celeste Matthys
MAY	
12	Mrs Suzette Kotzé
20	Mr Anton Everson
28	Cllr JJ Januarie
30	Ald Kosie D Burger
JUNE	
05	Mr Bradley Brown
14	Mr Daniël Baadjies
16	Cllr Hetta F Mangenengene
19	Cllr Gideon Joubert
24	Ald Schalk van Eeden
30	Mr Kobus Brand

JULY	
29	Cllr Wiseman Nyamana
AUGUST	
11	Cllr Mark van der Merwe
14	Mr Glenn Slingers
19	Mr Eugene Jooste
SEPTEMBER	
05	Ald Henry Jansen
07	Mr Zamuxolo Qhanqisa
10	Mr Corné Franken
18	Mr Izak AB van der Westhuizen
19	Cllr Dendeline B Janse
19	Cllr Samuel du Plessis
24	Cllr Judy Mafilika
OCTOBER	
05	Cllr Eric MJ Scheffers
17	Cllr Pauline Hess
NOVEMBER	
02	Cllr Nicky Beginzel
09	Mr Chris Vorster
18	Cllr Jacques Kriel
22	Mr M Wilson Nel
27	Mr Soyisile A Mokweni
DECEMBER	
05	Mr Sabelo Ngongolo
09	Mr Johan Coetzee
10	Cllr Andile Shibili
26	Cllr Christopher J Grootboom

AGENDA

~ 19 JUNE 2018 ~

1. Opening / Opening
2. Bywoning / Attendance
3. Aansoeke vir verlof tot afwesigheid / Applications for leave of absence
4. Goedkeuring van Notule / Approval of Minutes:
 - 4.1 Bekragtiging van die Notule van 'n Gewone Vergadering van die Raad van die Langeberg Munisipaliteit 01 - 18
wat gehou was op 29 Mei 2018 om 10h00 in die Raadsaal, Munisipale Kantore, Kerkstraat, Robertson.
*Confirmation of the Minutes of an Ordinary Meeting of Council of the Langeberg Municipality held on
29 May 2018 at 10h00 in the Council Chambers, Municipal Offices, Church Street, Robertson*
5. Verklarings en Mededelings deur die Speaker / Statements and Announcements by the Speaker
6. Onderhoude met Afvaardigings / Interviews with Delegations
7. Verklarings en Mededelings deur die Burgemeester / Statements and Announcements by the Mayor.
8. Dringende Aangeleenthede en Verslae, Verklarings & Mededelings voorgelê deur die Munisipale Bestuurder.
Urgent Matters and Reports, Statements & Announcements submitted by the Municipal Manager.

- 8.1 Matters which must be handled in terms of Section 30(5) of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998), as amended. Aforesaid stipulation reads as follows: (5) Before a municipal council takes a decision on any of the following matters it must first require its executive committee or executive mayor, if it has such a committee or mayor, to submit to it a report and recommendation on the matter: (1) any matter mentioned in Section 160(2) of the Constitution; (2) the approval of an integrated development plan for the municipality, and any amendment to that plan; and (3) the appointment and conditions of service of the municipal manager and a head of a department of the municipality. *Sake wat hanteer moet word in terme van Artikel 30(5) van die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet No 117 van 1998), soos gewysig. Voormelde bepaling lees as volg: (5) Alvorens 'n munisipale raad 'n besluit oor enige van die volgende aangeleenthede neem, moet hy eers sy uitvoerende komitee of uitvoerende burgemeester, indien hy so 'n komitee of burgemeester het, versoek om 'n verslag en aanbeveling oor die aangeleentheid aan hom voor te lê: (1) enige aangeleentheid genoem in Artikel 160(2) van die Grondwet; (2) die goedkeuring van 'n geïntegreerde ontwikkelingsplan vir die munisipaliteit, en enige wysigings van daardie plan; (3) die aanstelling en diensvoorwaardes van die munisipale bestuurder en 'n hoof van 'n departement van die munisipaliteit.*
 - 8.2 Matters which must be handled in terms of Section 32(1) and (2) of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998) as amended, and approved per Council Resolution A82 of 19 March 2001. / *Sake wat hanteer moet word in terme van die delegasies toegestaan ingevolge Artikel 32(1) en (2) van die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet No 117 van 1998), soos gewysig en aanvaar per Raadsbesluit A82 van 19 Maart 2001.*
 - 8.3 Report on matters of concern by representatives at the Cape Winelands District Municipality. / *Rapportering aangaande sake van belang deur verteenwoordigers by die Kaapse Wynland Distrikmunisipaliteit.*
 - 8.4 Other Matters / Ander Sake

9. Consideration of Notice of Motions / *Oorweging van Kennisgewing van Mosies*
10. Oorweging van Kennisgewing van Vrae / *Consideration of Notice of Questions*
11. Oorweging van Dringende Mosies / *Consideration of Urgent Motions*
12. Oorweging van Verslae / *Consideration of Reports:*

12.1	Reports submitted to Council for consideration (A Items) <i>Verslae voorgelê aan die Raad vir oorweging (A Items)</i>	19
12.2	Reports submitted to Council for consideration (AA Items) ~ Will be distributed separately at the meeting ~ <i>Verslae voorgelê aan die Raad vir oorweging (AA-Items))</i> ~ Sal apart by die vergadering uitgedeel word ~	
12.3	Reports dealt with in terms of the delegated powers by the Mayoral Committee (B & BB Items) <i>Verslae afgehandel deur die Burgemeesterskomitee in terme van gedelegeerde bevoegdhede (B & BB-Items)</i>	- - -

-oOo-

MINUTES OF AN ORDINARY MEETING OF COUNCIL OF THE LANGEBOEG MUNICIPALITY
HELD ON 29 MAY 2017 AT 10H00 IN THE COUNCIL CHAMBERS
MUNICIPAL OFFICES, CHURCH STREET, ROBERTSON

1. **Opening / Opening**

The Speaker welcomed the Executive Mayor, the Deputy Executive Mayor, Councillors and the Administration to the meeting. He welcomed and introduced Pastor Winile Mabhoko of The Light Christian Family Ministries in Robertson. Pastor Mabhoko opened the meeting with an inspirational message from James, Chapter 1 about leadership and quoted from the book "The One Minute Manager" by Ken Blanchard.

2. **Bywoning / Attendance**

Ald Van Eeden, SW	Speaker
Ald Jansen, HM.....	Executive Mayor
Cllr Joubert, GD	Deputy Executive Mayor
Ald Burger, JD.....	Councillor (Member of the Mayco)
Cllr Janse, DB	Councillor (Member of the Mayco)
Cllr Scheffers, EMJ	Councillor (Member of the Mayco)
Cllr Strauss, SW.....	Councillor (Member of the Mayco)
Cllr Beginsel, NJ.....	Councillor
Cllr Bosjan, E	Councillor
Cllr Du Plessis, S	Councillor
Cllr Grootboom, CJ	Councillor
Cllr Hess, P	Councillor
Cllr Januarie, JJ	Councillor
Cllr Kriel, J	Councillor
Cllr Maflika, JS	Councillor
Cllr Manganengene, HF	Councillor
Cllr Mbi, AS	Councillor
Cllr Nteta, BH	Councillor
Cllr Nyamana, WZ	Councillor (Until 10h17)
Cllr Shibili, AJ	Councillor
Cllr Van der Merwe, TM	Councillor (Until 13h12)
Cllr Van Zyl, JDF	Councillor
Mr Everson, AWJ	Director Corporate Services
Mr Brown, B	Chief Financial Officer
Ms Matthys, CO	Director Strategy & Social Development
Mr Van der Westhuizen, IAB.....	Director Engineering Services
Ms Kotzé, S.....	Manager Administrative Support
Ms Burger, E	Chief Clerk General Administration
Mr Qhanqisa, ST.....	Translator

3. 3.1 **Applications for leave of absence / Aansoek om verlof tot afwesigheid**

Cllr Swanepoel, LM	Councillor
Mr Mokweni, SA	Municipal Manager

3.2 **Absent without leave / Afwesig sonder verlof**

None / Geen

4. **Goedkeuring van Notule / Approval of Minutes:**

- 4.1 Dat die notule van 'n Gewone Vergadering van die Raad van die Langeberg Munisipaliteit wat gehou was op 27 Maart 2018 om 10h00 in die Raadsaal, Munisipale Kantore, Kerkstraat, Robertson goedgekeur en bekragtig word.

That the minutes of an Ordinary Meeting of Council of the Langeberg Municipality held on 27 March 2018 at 10h00 in the Council Chambers, Municipal Offices, Church Street, Robertson be approved and confirmed.

- 4.2 Dat die notule van 'n Spesiale Vergadering van die Raad van die Langeberg Munisipaliteit wat gehou was op 12 April 2018 om 08h30 in die Raadsaal, Munisipale Kantore, Kerkstraat, Robertson goedgekeur en bekragtig word.

That the minutes of a Special Meeting of Council of the Langeberg Municipality held on 12 April 2018 at 08h30 in the Council Chambers, Municipal Offices, Church Street, Robertson be approved and confirmed.

- 4.3 Dat die notule van 'n Statutêre Vergadering van die Raad van die Langeberg Munisipaliteit wat gehou was op 24 April 2018 om 10h00 in die Raadsaal, Munisipale Kantore, Kerkstraat, Robertson goedgekeur en bekragtig word.

That the minutes of a Statutory Meeting of Council of the Langeberg Municipality held on 24 April 2018 at 10h00 in the Council Chambers, Municipal Offices, Church Street, Robertson be approved and confirmed.

5. **Verklarings en Mededelings deur die Speaker / Statements and Announcements by the Speaker**

The Speaker wished all the Councillors and officials who celebrated a birthday in April and May a prosperous time for the year ahead.

He announced that the date for the Executive Mayoral Committee meeting of 12 June 2018 has been changed to Monday, 11 June 2018 and that the date for the Ordinary Council meeting of 21 August 2018 **might** be changed to Monday, 20 August 2018.

6. **Onderhoude met Afvaardigings / Interviews with Delegations**

None / Geen

7. **Verklarings en Mededelings deur die Burgemeester / Statements and Announcements by the Mayor.**

Die Uitvoerende Burgemeester het sy dank aan die raadslede uitgespreek vir hul werk en aktiwiteite die afgelope tyd. Hy het hul geluk gewens met die ontwikkelings in hul wyke.

Betreffende die waterbeperkings kondig hy aan dat 'n verslag afgewag word om die waterbeperkings op te hef. Hy versoek dat die Raad homself en die Munisipale Bestuurder sal magtig om die waterbeperkings op te hef sodra dié verslag ontvang word. Die Raad stem eenparig hiertoe in en die Uitvoerende Burgemeester en die Munisipale Bestuurder word dienooreenkomsig gemagtig.

8. **Dringende Aangeleenthede en Verslae, Verklarings & Mededelings voorgelê deur die Munisipale Bestuurder. Urgent Matters and Reports, Statements & Announcements submitted by the Municipal Manager.**

Cllr WZ Nyamana of COPE requested a turn to speak, which was granted by the Speaker. He said: "On behalf of the Congress of the People" and proceeded in Xhosa. The translator interpreted: "Ek wil 'n versoek rig aan die Raad vandag met groot respek dat die raadsvergadering nie moet voortgaan nie terwyl Mnr Mokweni, Mnr Everson en Mev Matthys teenoordig is in die vergadering nie."

Cllr AS Mbi requested to assist the translator so that it is done proper and it is recorded. He said: *"The Congress of the People is requesting that today's meeting can therefore not proceed while we are sitting in our midst with thieves - Anton Everson, Mokweni and Celeste - criminals"*

Cllr Nyamana said *"On a point of order, Speaker, I have never say the Council should be canceled today. I said: 'We as Congress of the People we would like to be excused, you understand, in the meeting of today because we cannot ... (inaudible interjection in background) dankie, dankie'"*

The Speaker said: *"If that is your feeling Councillor, you can be excused."*

Cllr WZ Nyamana left the Council Chambers at 10h17.

The Speaker started with the next agenda point but Cllr AJ Shibili said that allegations have just been made against administrators, calling them thieves and that the Speaker should have commented on this very serious statement, even more so as it was made in an open sitting of Council. The Speaker conceded that Cllr Shibili was correct and that Cllr Nyamana should not even have been allowed to utter these words. He said that an investigation will be launched into these allegations. He shall request that a formal disciplinary hearing be held against Cllr WZ Nyamana.

9. Consideration of Notice of Motions / Oorweging van Kennisgewing van Mosies

None / Geen

10. Oorweging van Kennisgewing van Vrae / Consideration of Notice of Questions

None / Geen

11. Oorweging van Dringende Mosies / Consideration of Urgent Motions

A 3637 URGENT MOTION BY CLLR CJ GROOTBOOM : DETERIORATION OF SITUATION IN WARDS 3 AND 6 - ILLEGAL LAND GRAB IN LANGEBOOM MUNICIPALITY

Cllr Grootboom said that he had no other recourse that to resubmit this matter as an urgent motion again which served before Council on 27 March 2018, as the situation has deteriorated significantly in Wards 3 and 6 in Robertson where there are illegal landlords deciding who may live on the land. People are now even willing to fight for the land. It is therefore a life and death situation. I do not know whether the two ward councillors are aware of the situation. As a ratepayer I must pay my tax diligently and it is unfair that someone else can have a piece of land for free whilst this local government is not doing anything. The Democratic Alliance and the Executive Mayor must act swiftly and decisively to solve this very real and dangerous situation.

The Speaker requested Council's approval to deal with the motion as an urgent matter. The request was granted.

Cllr Grootboom elaborated on his motion and said that the problem is escalating at an alarming rate and the use of drugs is also an ever-increasing problem. The Municipality should take responsibility for what is happening on its land - it is not the responsibility of the Police.

Cllr DB Janse, Councillor of Ward 6 said that all types of businesses are being run from backyard dwellings. *The Sun* also reported that a Ward 6 resident said she received an erf free of charge from the Municipality and Cllr Janse wished to know who the official was. She also requested that the ditch be lengthened towards "one of the hokke" in order to stop the individual on top from travelling from the hill down along that way. It has been brought to the attention of Administration.

Cllr R. Hess, Councillor of Ward 3 said that she has the same problems and since being elected a councillor people has been squatting in Droëheuvel. She has mentioned it to the Mayor and it has been made known to Council that these residents are looking for available land which has not yet been availed to them. There

would have been a meeting with the squatters last week but it was postponed and a new date must still be identified. Three weeks ago she walked through the squatter camped and then consulted with the Manager Solid Waste about the removal of waste. The conditions are filthy, unsanitary and a health risk. She has requested black bags which she is awaiting. A large number of the squatters are also under the misconception that if you squat there, you will receive a house. However, most of them are not even on a housing waiting list. I encouraged them to register on the Housing waiting list. She also reported about the illegal water connections and when the residents threatened to attack the Civil Engineering team who tried to disconnect it. Mr Franscois van Tonder requested Cllr Hess to talk to the residents and she said to him but they, a team of men, are scared of the aggressive residents so how could they expect her to intercede in such a potentially dangerous situation. The numbering of the shacks exacerbated the problem because it created the false impression that the number of the shack denotes the number of your erf.

Ald JD Burger said he saw a shack being erected at the back of the shop at the entrance to Moreson and he phoned it in. Three men and the Police came and stood at the other side of the river where they stood and watch while the shack was erected. Approximately 5 to 6 structures are to be found in backyards. Why do we knowingly allow such structures and above all, without building plans? It is happening throughout the greater municipal area. At the entrance to Droëheuvel the farmers built wendy houses for their workers with electricity and water. We knowingly allow this to happen. We are the cause.

Cllr S du Plessis said that the problem is growing and that on 23 May 2018 a debate took place in the National Assembly where the EFF leader said that they will make sure that every piece of land will be occupied by SA citizens. Therefore, if the people see what the politicians are saying on a national platform, they tell us that they don't care because their leaders say they must do it. In Montagu the Sothos are putting shacks up and even hiring it out. The Municipality must now take a stand.

Cllr JJ Januarie agreed with Ald Burger that the crux of the problem is that the Municipality allows shacks to be erected and that the Municipality is not intervening when shacks are being built.

Cllr AJ Shibili said that the Ad Hoc Committee for Urgent Matters was established specially to deal with just such critical situations, but has failed to do so. If we send an email reporting the erection of a shack, the Municipality will send out a team to demolish the shack, as he experienced in Ngqubela. The Speaker differed with him and said that two weeks ago he reported a shack under construction in Uitsig to the Municipal Manager and to date he has had no feedback.

Cllr AS Mbi said that this matter is a national crisis and we have a national mandate. We now need a collective approach.

The Speaker read paragraphs 2 and 3 of the previous resolution pertaining to the land grab issue in the Municipality, item A3599 of 27 March 2018

- "2. That the Executive Mayor and the Municipal Manager appoint an administrative team to work with the Executive Mayoral Committee and members of political parties in order to propose an operational plan to deal with the matter.*
- 3. That the administrative team look into the feasibility of Cllr AJ Shibili's proposal that 20 people per town patrol and report cases of invasion daily, until the long term plans of the DA to buy land, is realised."*

Cllr DB Janse inquire what happened about the land which would have been identified for the squatters to be moved to, as well as the team that would have been formed to demolish shacks as it is reported by Councillors.

The Director Corporate Services said that the 24/48 hours are irrelevant - the moment a squatter occupies a piece of land with a structure containing only a blanket, in the eyes of the law that person lives there. The Municipality must operate within the confines of the law. In some of the towns the cooperation with the Police is not always as desired, although progress is being made with some of the Stations. It has happened that the lives of municipal law enforcement officials have been threatened and in such cases they have been withdrawn from the site.

The Mayor said that the formation of a committee was done and the names was sent to the Municipal Manager. On 14 May 2018 Mr Mokweni replied: *"The resolution will obviously duplicate the process already adopted by the Ad Hoc Committee and the Council. From a senior management perspective we believe we are busy with a process that can practically be implemented, however, I would suggest that the*

Mayco or EMT invite Cllr Grootboom to present his plan so that we can see whether it can be implemented."

He said that matters which Councillors discussed with him, are always addressed. The Municipal Manager and Administration went on a site visit in all 5 towns in December 2017 to identify land for squatters, but to date he has not received any feedback. He must honestly say that the DA does not have a plan in place to deal with all these squatters and the land grabs. This is one of the reasons why we want to invite Cllr Grootboom, to hear his plan as it can be incorporated and implemented.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Eenparig Besluit / Unanimously Resolved

1. That the Mayor convene a technical team as a matter of haste to investigate and report back on the land grab issues, which team should also include provincial representatives and individuals or groups with experience and suitable plans.
2. That Cllr CJ Grootboom be invited to join the team and to submit his plan on the land grab issues.

A 3638

URGENT MOTION BY CLLR CJ GROOTBOOM : FOUR-WAY STOP STREET LEADING TO MCGREGOR, VOORTREKKER ROAD, ROBERTSON

Cllr Grootboom said that it has happened three times in the recent past with him that traffic in Voortrekker Road jumped the four way stop street. Mostly it seemed to be out-of-towners that behave in this manner. This could have resulted in death or at the very least a serious injury.

The four way stop street is no longer effective for the purpose it was erected as traffic volumes have sharply increased over the years. He wished to request the installation of a traffic light at this very busy intersection.

The Speaker said that a debate on this issue is not necessary and that a letter must be addressed to Provincial Traffic requesting the installation of a traffic light for the reasons cited above. The Director Corporate Services said that a similar request was sent in 2006 and the relevant Provincial department did not agree to the request.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Eenparig Besluit / Unanimously Resolved

That a letter be addressed to the Provincial Roads Department requesting the installation of traffic lights at this hazardous four-way intersection in Voortrekker Street, Robertson due to high traffic volumes as well as the non-compliance of motorists, which puts a serious burden on Langeberg Municipality's limited number of traffic officials and as the stop street is no longer effective for the purpose it was erected for, as traffic volumes have increased sharply over the years.

A 3639

URGENT MOTION BY CLLR AS MBI : THE OPERATION OF ILLEGAL TAXIS IN THE LANGEBERG MUNICIPAL AREA

Cllr AS Mbi said that illegal taxis operating in the area is becoming a serious problem and is a threat to people's lives. Legal operators are carrying pangas to defend themselves, thereby creating a life and death situation.

The Speaker requested Council's approval to deal with the motion as an urgent matter. The request was granted.

Cllr Mbi elaborated on his motion and said the Municipality should act, before tax paying operators are overtaken by illegal taxi operators. Currently nothing is being done to stop these unlawful activities. He said that he does not know whether the Sotho operators' licences are even legitimate.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That law enforcement be improved so that the illegal taxis can be impounded.

A 3640 URGENT MOTION BY CLLR S DU PLESSIS : THE CONSTRUCTION OF A BICYCLE LANE IN MUSCADEL ROAD BETWEEN ASHBURY AND MONTAGU TOWN CENTRE

Cllr S du Plessis said that cyclists between Ashbury suburb and Montagu town centre use the very busy main artery, Muscadel road, on a daily basis and during peak traffic hours. This creates a real risk for the cyclists as well as the other road users as some vehicles are travelling at high speeds with high traffic volumes during peak hours. Cllr Du Plessis requested that a bicycle lane be constructed to accommodate the large number of cyclists that use the road daily.

The Speaker requested Council's approval to deal with the motion as an urgent matter. The request was granted and the Speaker said that a debate on this issue is not necessary. The matter will be dealt with by Administration.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the possibility be investigated to construct a bicycle lane in Muscadel Road, between Ashbury and Montagu town centre.

12. Oorweging van Verslae / Consideration of Reports:

12.1 Reports submitted to Council for consideration (A Items)
Verslae voorgelê aan die Raad vir oorweging (A-Items)

A 3627 SUBMISSION OF THE 2018 / 2019 TO 2020 / 2021 OPERATING AND CAPITAL BUDGET, IDP AND POLICY DOCUMENTS (5/1/1-2018/2019) (CHIEF FINANCIAL OFFICER)

The Director Finance indicated the following:

1. That the IT policies be approved and not noted.
2. That the Tariff Policy for approval be replaced with the one distributed as only grammar and spelling errors were corrected from the one that was tabled.
3. That Supporting Schedule 34, 35, 36, 37 & 38 of the A-schedule budget document be replaced as a result of the mSCOA disclosure requirements.

On insistence by the ANC, the Mayor read out the resolutions pertaining to this item. Cllr AJ Shibili wanted to know what the Municipality's plan was about joblessness, poverty and free basic services, as the DA said they will eradicate poverty. He also said that the issue of 13% for solid waste removal is very expensive and wanted to know whether there is any other plan that the Mayor has in this regard for the Municipality. Cllr AS Mbi remarked that maybe the Mayor should have updated his previous speech delivered when he addressed Council at the tabling of the 2018 / 2019 to 2020 / 2021 budget on 27 March 2018, as the draft budget has been amended and is now being finalised.

The Mayor said that the budget was work shopped in minute detail, Councillors attended the workshop and everyone agreed to the changes and amendments.

The Director Finance then proceeded to answer the questions posed by Cllr Shibili, where after Cllr Mbi thanked the Director for his response. He said it was clear that the Mayor could not answer the questions. The ANC accepted the Director's answers and withdrew the questions asked by Cllr Shibili.

- * Cllr S du Plessis wanted it recorded that ICOSA does not support the budget as it does not speak to the needs of the poor.
- * Cllr WZ Nyamana of COPE was not present in the meeting.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Besluit / Resolved

1. That the consolidated Operating budget of R 680 022 870, Capital budget of R 88 111 480, and budgeted cash flows, as set out in the Municipal Budget be adopted and approved by Council and that it constitutes the Budget of the Council for 2018 / 2019 financial year as well as the medium term (indicative) budgets for the 2019 / 2020 and 2020 / 2021 financial years.
2. That the Integrated Development Plan (IDP) and related documents and any amendments thereto, be approved.
3. That the Spatial Development Framework (SDF) and any amendments thereto, be approved.
4. That the tariffs for property rates be approved.
5. That the tariffs for water, electricity and other municipal services be approved.
6. That all other matters prescribed in sections 17(1) (a-e); 17(2) and 17(3) (a-m) of the Municipal Finance Management Act are included in or accompany the budget document be approved.
7. That the measurable performance objectives for 2018 / 2019 for operating revenue by source and by vote be approved.
8. That the following budget related policies be approved and that the ICT policies be approved:
 - Asset Management Policy
 - Credit Control and Debt Collection Policy
 - Cash Management and Investment Policy
 - Tariff Policy (Amended)
 - Rates Policy (Amended)
 - Supply Chain Management Policy
 - Virement Policy
 - Borrowing, Funds and Reserves Policy

A 3605 APPLICATION FOR THE PURCHASE OF A PORTION OF MUNICIPAL LAND ADJACENT TO ERF 4035, ROBERTSON (7/2/3/2/5) PRINCIPAL CLERK: PROPERTY ADMINISTRATION)

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Eenparig Besluit / Unanimously Resolved

1. That it be confirmed that a portion of municipal land adjacent to the northern side of erf 4035, ($\pm 61m^2$) Robertson is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat 'n gedeelte munisipale grond aangrensend die noordekant van erf 4035 ($\pm 61m^2$), Robertson nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, Wet 56 van 2003)

2. That the application of Mr J Miles to purchase a portion of municipal land situated adjacent to the northern side of erf 4035 ($\pm 61\text{m}^2$) Robertson be approved.

Dat die aansoek van Mnr J Miles om 'n gedeelte munisipale grond aangrensend die noordekant van erf 4035 ($\pm 61\text{m}^2$), Robertson te koop goedgekeur word.

3. That written notices have been served on all adjoining property owners.

Dat geskrewe kennisgewings aan al die aanliggende eienaars bedien word.

4. That a portion of municipal land adjacent to the northern side of erf 4035, ($\pm 61\text{m}^2$), Robertson be alienated to Mr J Miles subject to the following conditions:

Dat 'n gedeelte munisipale grond aangrensend die noordekant van erf 4035 ($\pm 61\text{m}^2$), Robertson vervreem word onderworpe aan die volgende voorwaardes:

- 4.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 4.2 That a deposit of 10% be payable at the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaal word by ondertekening van die koop-ooreenkoms en dat die restant van die koopprijs teen registrasie betaalbaar is.

- 4.3 That the buyer be responsible for all the connection fees for municipal services rendered to the property.

Dat die koper verantwoordelik sal wees vir alle aansluitingsfooie vir munisipale dienste gelewer aan die perseel.

- 4.4 That the purchaser be responsible for all Town Planning the cost which may include rezoning, subdivision, consolidation, application for the closure of public open space, surveying, registration of servitudes and registration of the property in his/her name.

Dat die koper verantwoordelik sal wees vir alle Stadbeplannings kostes wat mag insluit hersonering, onderverdeling, konsolidasie, aansoek om sluiting van openbare plek, landmeter, registrasie van die servitute en registrasie van die eiendom in sy/haar naam.

- 4.5 That the purchase deal be finalized within a period of 12 months in which all Town Planning approvals have to be finalized after allocation of the property, failing which the offer will expire irrevocably.

Dat die kooptransaksie binne 'n periode van 12 maande vanaf datum van toekenning van die erf afgehandel word waarbinne alle Stadbesplanningsgoedkeurings verkry moet word, by versuim waarvan, die aanbod onherroeplik verval.

A 3606 **RESUBMISSION: APPLICATION FOR THE PURCHASE OF THE SQUASH COURT SITUATED AT THE KING EDWARDS SPORTS GROUND, MONTAGU (7/2/3/2/4) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)**

Cllr J Kriel proposed that the following points be added to the conditions and stipulations of the sales agreement. The proposal was seconded by Cllr S du Plessis. Proposal 1. Cllr Grootboom said that if no tenders were received, the matter should be resubmitted to Council.

- 2.7 That the new owner of the squash court not operate it as an exclusive club.
3. That if no tender is received for the alienation of the building at the King Edward Sports Grounds Montagu, the matter be resubmitted to Council.

Cllr TM van der Merwe said he was not in favour of land being sold to individuals that wanted to keep it exclusive for use by a few people. He proposed that the land not be sold. The proposal was seconded by Cllr JJ Januarie.

Proposal 2.

As there were two proposals on the table, the Speaker requested Council to vote on the proposals.

Result of the voting process

Proposal 1. 13 Votes: Cllrs NJ Beginset, Ald JD Burger, CJ Grootboom, P Hess, DB Janse, Ald HM Jansen, GD Joubert, J Kriel, HF Mangenengene, EMJ Scheffers, SW Strauss, Ald SW van Eeden, JDF van Zyl.

Proposal 2. 02 Votes. Cllrs JJ Januarie, TM van der Merwe

Abstained: Cllrs E Bosjan, S du Plessis, AS Mbi, BH Nteta, AJ Shibili, JS Mafilika,

Not present at the meeting: Cllr WZ Nyamana; LM Swanepoel

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Besluit / Resolved

1. That the application received from Mr F van Deventer to purchase the Squash Court situated at King Edward Sports ground, Montagu for the use as a squash club not be approved.

Dat die aansoek vanaf Mnr F van Deventer vir die koop van die Muurbalbane geleë te King Edward Sportgronde, Montagu vir die gebruik as 'n muurbalklub nie goedgekeur word nie.

2. That the building situated on the King Edward Sports grounds be alienated by way of public tender to be used as a squash club subject to the following conditions:

Dat die gebou geleëte King Edward Sportgronde, vervreem word deur middel van 'n openbare tender proses om gebruik te word as 'n muurbalklub onderworpe aan die volgende voorwaardes:

- 2.1 That it be confirmed that the portion of land is not needed for the provision of the minimum level of basic municipal services.

Dat dit bevestig word dat die gedeelte grond nie benodig word vir die verskaffing van die minimum vlak van basiese minisipale dienste nie.

- 2.2 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 2.3 That a deposit of 10% be payable at the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaal word by ondertekening van die koopeooreenkoms en dat die restant van die koopprys teen registrasie betaalbaar is.

- 2.4 That the buyer be responsible for all the connection fees for municipal services rendered to the property.

Dat die koper verantwoordelik sal wees vir alle aansluitingsfooie vir munisipale dienste gelewer aan die perseel.

- 2.5 That the buyer be responsible for all costs regarding the alienation which may include rezoning, registration of servitudes, land surveyors costs, registration of the property in his/her name etc.

Dat die koper verantwoordelik sal wees vir alle kostes met betrekking tot die vervreemding wat mag insluit hersonering, Landmeters kostes, registrasie van die eiendom in sy/haar naam ensv.

- 2.6 That a revisionary clause be included in the deed of sale for the building situated at the King Edward Sports ground, Montagu that in the event that the said building is no longer used as an Squash Court, said building be transferred back to Langeberg Municipality.

Dat 'n hersienings klousule ingesluit word by die titelakte van die gebou geleë te King Edward Sportgronde, Montagu sodat indien die gebou nie meer aangewend word as Muurbalbane nie, die gebou na Langeberg Munisipaliteit terug oorgedra word.

- 2.7 That the new owner of the squash court not operate it as an exclusive club.

3. That if no tender is received for the alienation of the building at the King Edward Sports Grounds Montagu, the matter be resubmitted to Council.

A 3607 MONTHLY REPORT FROM THE LOCAL TOURISM ASSOCIATIONS (12/2/3/3) MANAGER: SOCIAL DEVELOPMENT

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the report from the Local Tourism Associations for February 2018 be noted.

A 3608 RESUBMISSION: DRAFT POUND BY-LAW FOR THE LANGEBERG MUNICIPALITY

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

1. That the request to amend sections 6(2) and 9(3) not be considered
2. That the replacement of the words "days" and "dae" by the words "publications" and "uitgawes", in section 26(3)(b) be supported.
3. That the draft Pound By-law for the Langeberg Municipality be approved.

A 3609 LANGEBERG MUNICIPALITY INTEGRATED ZONING SCHEME BY-LAW: APPROVAL AND IMPLEMENTATION OF LIZS: MANAGER TOWN PLANNING

~ Approved at the Statutory Council meeting of 24 April 2018 ~

A 3614 PROGRESS REPORT ON JOB OPPORTUNITIES CREATED FOR THE PERIOD JANUARY - MARCH 2018 (LED MANAGER) (9/2/1/9)

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That Council notes the contents of this report for the period January to March 2018

**A 3615 QUARTERLY REPORT: LOCAL ECONOMIC DEVELOPMENT: JANUARY – MARCH 2018 (9/2/1/9),
DIRECTOR: STRATEGY & SOCIAL DEVELOPMENT**

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That Council notes the contents of the report for the period January to March 2018.

**A 3616 MONTHLY REPORT FROM THE LOCAL TOURISM ASSOCIATIONS – MARCH 2018 (12/2/3/3)
MANAGER: SOCIAL DEVELOPMENT**

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the report from the Local Tourism Associations for March 2018 be noted.

**A 3617 QUARTERLY REPORT : BREËRIVIER WYNLAND LANDELIKE ONTWIKKELINGS VERENIGING : 01
JANUARY 2018 TO 31 MARCH 2018 (12/2/3/24) (MANAGER: SOCIAL DEVELOPMENT)**

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the quarterly report of the Breërivier Wynland Landelike Ontwikkelings Vereniging, for the period 1 January 2018 to 31 March 2018, be accepted

**A 3618 COST IMPLICATIONS FOR THE LANGEBOEG MUNICIPALITY OF DECLARING THE GREATER ERF
330 - DIE KRANS, MCGREGOR - A PROTECTED ENVIRONMENT (ASSISTANT MANAGER: PARKS &
AMENITIES)**

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the Greater Erf 330 - Die Krans, McGregor not be declared a protected area because of the cost implications and also because it will hamper future development.

**A 3619 AMENDMENT OF COUNCIL RESOLUTION A3560: APPROVAL TO CONNECT A SMALL SCALE
EMBEDDED GENERATOR TO THE LANGEBOEG MUNICIPALITY'S DISTRIBUTION NETWORK AND
TO SELL THE GENERATED UNITS TO THE TENANTS ON THE PREMISES OF ROUTE 62 MALL
ROBERTSON (16/2/R) (MANAGER ELECTRICAL SERVICES)**

Hierdie Item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That paragraph 3 of Council Resolution A 3560 be amended as follows:

- 3. That the SSEG installation complies with all Planning and Heritage Legislation, NEMA EIA Regulations, 2014 and the National Building Regulations.

A 3620 PROPOSAL FOR DEVELOPMENT OF ERF 4024, ROBERTSON – AP KRAUKAMP BUILDERS
(7/2/3/2/5) (MANAGER: ADMINISTRATIVE SUPPORT)

Cllr CJ Grootboom said that he has no problem with putting the erf out on tender, but he is querying the correct size of the land. He thought that it might be bigger than stated in the report and the dimensions should be ascertained so that income can be maximised.

Cllr AS Mbi supported the proposal of Cllr Grootboom and added that the alienation process should happen as soon as possible to prevent land grabbing. He is of the opinion that the piece of land should be divided into various smaller erven, to be sold separately. In doing so the Municipality will provide in the needs of many more people than if they sell the erf as is.

Cllr S du Plessis said that "Plot & Plan" should also be considered.

Cllr JJ Januarie said that Administration should be more proactive and a land audit should be done to identify land that is available for development.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the report be referred back to the Corporate Services Portfolio Committee in order to establish the size of Erf 4024, Robertson where after the report be resubmitted for consideration.

A comfort break was allowed from 11h31 - 11h43

A 3621 APPLICATION TO PURCHASE MUNICIPAL LAND SITUATED ADJACENT ERF 1845 (±140M²),
BONNIEVALE (7/2/3/2/2) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

1. That it be confirmed that a portion of municipal land adjacent to erf 1845, (±140m²) Bonnievale is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat 'n gedeelte munisipale grond aangrensend erf 1845 (±140m²), Bonnievale nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, Wet 56 van 2003)

2. That the application of Mr M Booysen to purchase a portion of municipal land situated adjacent to erf 1845 (±140m²) Bonnievale be approved.

Dat die aansoek van Mnr M Booysen om 'n gedeelte munisipale grond aangrensend erf 1845 (±140m²), Bonnievale te koop goedgekeur word.

3. That written notices have been served on all adjoining property owners.

Dat geskrewe kennisgewings aan al die aanliggende eienaars bedien word.

4. That a portion of municipal land adjacent to erf 1845, (±140m²) , Bonnievale be alienated to Mr M Booysen subject to the following conditions:

Dat 'n gedeelte munisipale grond aangrensend erf 1845 (±140m²), Bonnievale vervreem word onderworpe aan die volgende voorwaardes:

- 4.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, gebaseer op 'n billike markwaarde sertifikaat.

- 4.2 That a deposit of 10% be payable at the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaal word by ondertekening van die koop-ooreenkoms en dat die resant van die koop-prijs teen registrasie betaalbaar is.

- 4.3 That the buyer be responsible for all the connection fees for municipal services rendered to the property.

Dat die koper verantwoordelik sal wees vir alle aansluitingsfooe vir munisipale dienste gelewer aan die perseel.

- 4.4 That the purchaser be responsible for all Town Planning the cost which may include rezoning, subdivision, consolidation, application for the closure of public open space, surveying, registration of servitudes and registration of the property in his/her name.

Dat die koper verantwoordelik sal wees vir alle Stadbeplannings kostes wat mag insluit hersonering, onderverdeling, konsolidasie, aansoek om sluiting van openbare plek, landmeter, registrasie van die servitute en registrasie van die eiendom in sy/haar naam.

- 4.5 That the purchase deal be finalized within a period of 12 months in which all Town Planning approvals have to be finalized after allocation of the property, failing which the offer will expire irrevocably.

Dat die kooptransaksie binne 'n periode van 12 maande vanaf datum van toekenning van die erf afgehandel word waarbinne alle Stadbeplanningsgoedkeurings verkry moet word, by versuim waarvan, die aanbod onherroeplik verval.

**A 3622 APPLICATION TO PURCHASE MUNICIPAL LAND SITUATED ON ERF 4020, ROBERTSON (7/2/3/2/5)
PRINCIPAL CLERK: PROPERTY ADMINISTRATION)**

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Eenparig Besluit / Unanimously Resolved

1. That it be confirmed that erf 4020, Robertson is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat erf 4020, Robertson nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, Wet 56 van 2003)

2. That the application of Mr G Smith for the purchase of erf 4020, Robertson not be approved.

Dat die aansoek van Mnr G Smith vir die koop van erf 4020, Robertson te koop nie goedgekeur word nie.

3. That erf 4020, Robertson be alienated by way of public tender for residential purposes subject to the following conditions:

Dat erf 4020, Robertson by wyse van publieke tender vir residensiële doeleindes verkoop word onderworpe aan die volgende voorwaardes:

- 3.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, gebaseer op 'n billike markwaarde sertifikaat.

- 3.2 That a deposit of 10% be payable at the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaal word by ondertekening van die koop-ooreenkoms en dat die resant van die koop-prijs teen registrasie betaalbaar is.

- 3.3 That the buyer be responsible for all the connection fees for municipal services rendered to the property.

Dat die koper verantwoordelik sal wees vir alle aansluitingsfooi vir munisipale dienste gelewer aan die perseel.

- 3.4 That the purchaser be responsible for all costs regarding the alienation.

Dat die koper verantwoordelik sal wees vir alle kostes met betrekking tot die vervreemding.

- 3.5 That the purchase deal be finalized within a period of 6 months after allocation of the property, failing which the offer will expire irrevocably.

Dat die kooptransaksie binne 'n periode van 6 maande vanaf datum van toekenning van die erf afgehandel word, by versuim waarvan, die aanbod onherroeplik verval.

A 3623 IRREGULAR EXPENDITURE (5/1/1 - 2017/2018) (CHIEF FINANCIAL OFFICER)

Hierdie item het gediens voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the irregular expenditure amount of R 19 950 in terms of Section 32 (2) (b) of the Local Government: Municipal Finance Management Act (Act No. 56 of 2003) based on the findings above be certified by the Council as irrecoverable and written off by Council, as the amount of R 481 798 was already certified by Council as irrecoverable and written off at the Council meeting of 05 December 2017 as it related to irregular expenditure incurred in the 2015/2016 financial year.

A 3624 PROPOSED BREEDE RIVER TOURISM CORRIDOR (12/2/3/3) MANAGER: SOCIAL DEVELOPMENT

Cllr JJ Januarie voiced his reservations about the fact that the involved Langeberg Councillors are all DA members and all three are white Councillors. The Speaker said that he requested to be on this tourism body as he has always wanted such an entity to connect these towns closer on a tourism level. He said there is no reason why other Councillors cannot join the Committee. Cllr J Kriel said that the concept is only in the fact-gathering stage and that nothing has been finalised as yet.

Cllr AJ Shibili said that Cllr GD Joubert could not be a member of this committee as he has a guest house and it would create a conflict of interest.

Cllr CJ Grootboom said that whomever was elected to serve on the Committee, should be typical of the demographics of the Langeberg municipal area.

The Executive Mayor said that he recently attended a Wesgro meeting on tourism and he reported that the Langeberg area was held in high esteem. Especially Montagu's dried fruit industry and black empowerment farms such as the fruit export one in Eilandia. He would like more Langeberg tourism representatives to attend the next Westgro

meeting in Mossel Bay. Cllr J Kriel said that Montagu has been chosen as Western Cape's Town of the Year.

The Speaker requested Administration to submit this report at the next Council meeting.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

1. That the proposed Breede River Tourism Corridor be supported.
2. That the process to date be approved
3. That approval be granted to continue with the discussions with the Swellendam and Breede Valley Municipality.
4. That Council will be informed on a regular basis as to the progress of this initiative.
5. That the Langeberg representatives be elected at a future Council meeting.

A 3625 REMOVAL OF PROJECTS ON THE HUMAN SETTLEMENTS HOUSING PIPELINE (MANAGER: HOUSING ADMINISTRATION)

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

1. That the following projects be removed from the approved Housing pipeline :

<u>Project Number & Name of Town / Suburb</u>	<u>Number of units</u>	<u>Erf Number</u>	<u>Ward</u>	<u>Council Resolution</u>
Ashton Uitspan	22	1869-1870 E&T	9	Yes
Nkqubela GAP & CRU	150: 148 residential, 1 business, 1 community facilities	Part of erf 136	2	Yes
Erf 4024 (Robertson)	68	4024	3	Yes
Erf 313 + 314 (Ashton, c/o Bruwer & Fuller Streets)	53	Erf 313+314 E&T	9	Yes
(Ashton Industrial) Remainder of farm 158/71	161	Rem of farm 158/71 E&T	9	Yes

2. That Corporate Services proceed to go on tender, to alienate
 - Ashton Uitspan (erf 1869 - 1870)
 - Nkqubela GAP & CRU (Part of erf 136)
 - Erf 4024 Robertson (erf 4024)
 - Ashton Erf 313 + 314

A 3626 FINANCIAL REPORTING IN TERMS OF SECTION 71 OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 – APRIL 2018 (9/2/1/3) (CHIEF FINANCIAL OFFICER)

The Executive Mayor presented the Executive Summary to Council.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

That the content of the report be noted.

Dat kennis geneem word van die inhoud van die verslag.

A 3627 ~ See the beginning of the minutes ~

A 3628 CONTRAVENTION OF THE CODE OF CONDUCT FOR MUNICIPAL COUNCILLORS – DISCIPLINARY CASE – CILLR WZ NYAMANA (P/L WZ NYAMANA) (DIRECTOR CORPORATE SERVICES)

Cllr WZ Nyamana was not present during the discussion of this item.

Cllr JDF van Zyl, as a member of the Disciplinary Committee for Councillors, read out the recommended sanction imposed by them. Cllr J Kriel, also a member of the Committee, said that though the question might be asked whether the Committee was too strict, but a break in trust was created by each of the statements and actions of the Councillor and he can never be trusted again. His behaviour at the start of the meeting this morning just emphasized that his behaviour is escalating. We cannot allow such a person on our Council.

Cllr S du Plessis wished to know whether there was any evidence about the laptop; that he actually sold the laptop? Cllr JDF van Zyl said the corroborative evidence is in the annexure and that Cllr Nyamana did in fact sell the laptop.

Cllr AS Mbi said that he has walked the road with said Councillor on all legal parameters of the Disciplinary Committee processes and the conclusion of the Committee is that the Councillor's behaviour is irreparable, as is evidenced by his behaviour this morning.

Some discussion followed about details pertaining to some of the charges and Cllr CJ Grootboom said that for him, the charge of theft against Cllr Nyamana is the most serious. The final sanction still resides with the Minister of Local Government.

The resolutions were accepted unanimously.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018
This item served before an Ordinary Meeting of Council on 29 May 2018
Eenparig Besluit / Unanimously Resolved

1. That after serious consideration of all the evidence, argument and authority and in terms of the applicable legislation mentioned, supra, Councillor WZ Nyamana be dismissed as a Councillor due to the irreparable break in trust relationship based on the offenses on which he was found guilty and that in accordance to pt. 12.3 of the Standing Rules and Procedures with Regard to Disciplinary Matters against Council Members of Langeberg Municipality.
2. That the approval of the Provincial Minister responsible for Local Government, Environmental Affairs and Development Planning be required to fulfil such dismissal.

A3629 AMENDMENTS OF FOUR CONTRACTS: (1) TENDER 03/2014 - GENERAL VALUATION FOR THE PERIOD 2015 TO 2019, (2) TENDER 19/2013 - THIRD PARTY VENDING SERVICES (SYNTELL), (3) TENDER 19/2013 - THIRD PARTY VENDING SERVICES (EASYPAY) & (4) TENDER 05/2015 - APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS ELECTRICAL ENGINEERING CAPITAL PROJECTS PROCURED THROUGH THE SUPPLY CHAIN MANAGEMENT POLICY OF LANGEBERG MUNICIPALITY IN COMPLIANCE WITH SECTION 116(3) OF THE MFMA (ACCOUNTING OFFICER)

The Director Financial Services gave additional information and background pertaining to this item. He also explained why Syntell's tender must be extended with one year - The valuation roll is valid for 5 years but the contract period of the tenderer is 4 years. The contract of the tenderer expires on 30 June 2019, but the valuation roll expires on 30 June 2020. In order to deal with this inconsistency the Municipality is requesting a one-year extension so that the contract of the valuers also end on 30 June 2020.

Cllr S du Plessis expressed his displeasure with *Tender 3 - 19/2013 Third Party Vending Services (Easypay)* as the residents of Montagu have made numerous complaints about their poor service which is causing havoc in the communities. They also have third parties who sell electricity on their behalf. The Director Financial Services explained the role of Syntell / Easypay and why the request that the contract be extended.

Cllr AS Mbi said that he recently bought electricity for R100.00 in Zolani at a shop next to the Cool Spot. He was

charged R110.00 and is raising it in Council today as it is shocking that there are still some vendors acting unlawfully. It is very difficult to prove that you handed over R110.00 in cash in return for R100.00's worth of electricity.

The Director also explained all the procedures to prevent fraud: vendors receive warnings, some have been deactivated and work sessions are done with them. Consumers are also educated by means of the monthly newsletter, notices with the municipal accounts etc .

Cllr BH Nteta said that he has communicated the vendor problem with the Director Financial Services.

Hierdie item het gedien voor 'n Gewone Vergadering van die Raad op 29 Mei 2018

This item served before an Ordinary Meeting of Council on 29 May 2018

Eenparig Besluit / Unanimously Resolved

That in respect of Amendments of four contracts [(1) **Tender 03/2014**: General Valuation for the period 2015 until 2019, (2) **Tender 19/2013**: Third Party Vending Services (Syntell) and (3) **Tender 19/2013**: Third Party Vending Services (Easypay)] and (4) **Tender 05/2015**: Appointment of Consulting Engineers for Various Electrical Engineering Capital Projects procured through the Supply Chain Management Policy of Langeberg Municipality in compliance with Section 116(3) of the MFMA:

1. Council notes that in compliance with section 116(3) of the Municipal Finance Management Act 56 of 2003 the following contracts:
 - a) Tender 03/2014: General Valuation – Up until 30 June 2020
 - b) Tender 19/2013: Third Party Vending Services (Syntell (Pty) Ltd) – Up until 30 June 2019
 - c) Tender 19/2013: Third Party Vending Services (Easy Pay) – Up until 30 June 2019
 - d) Tender 05/2015: Appointment Of Consulting Engineers For Various Electrical Engineering Capital Projects - Up until 30 June 2019be amended to allow the current service providers to deliver the services to the Municipality for the periods stated above.
2. Council notes that reasonable notice will be given to the local community of Council's intention to amend the four contracts as set out in (1) above.
3. That the local community will be invited to submit representations to the Municipality on the intended amendment of the four contracts within 14 days from the date of the notice appearing in the Langeberg Municipality's website on 23 May 2018.
4. That the Municipal Manager be authorised to evaluate the representation received, if any, and to make a final decision on the amendment of the contracts as per (1) above.

12.2 Reports submitted to Council for consideration (AA Items)
Verslae voorgelê aan die Raad vir oorweging (AA-items)

None / Geen

12.3 Reports dealt with in terms of the delegated powers by the Mayoral Committee (B & BB Items)
Verslae afgehandel deur die Burgemeesterskomitee in terme van gedelegeerde bevoegdhede (B & BB-items)

That Council note the B and BB reports that were dealt with by the Executive Mayoral Committee in terms of the delegated powers.

Dat die Raad kennis neem van die B en BB verslae wat deur die Uitvoerende Burgemeesterkomitee in terme van gedelegeerde bevoegdhede hanteer is.

The meeting ended at 13h28

SPEAKER

DATE

A ITEMS

A 3630	MONTHLY REPORT FROM THE LOCAL TOURISM ASSOCIATIONS – APRIL 2018 (12/2/3/3) MANAGER: SOCIAL DEVELOPMENT	19
A 3631	HOUSING PROJECTS INCLUDED IN THE EXISTING HOUSING IMPLEMENTING AGENT CONTRACT: (17/5/1): (DIRECTOR: ENGINEERING SERVICES)	20
A 3632	~ Report withdrawn ~	- - -
A 3633	BONNIEVALE TENNIS CLUB: APPLICATION TO PURCHASE A PORTION OF ERF 920, BONNIEVALE (7/2/3/2/2) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)	22
A 3634	RESUBMISSION: UMSIZA PLANNING: APPLICATION TO CLOSE AND BUY A PORTION OF ROBERTSON STREET(819M ²), ROBERTSON (7/2/3/2/5 17/3/1/6/3/5) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)	27
A 3635	UMSIZA PLANNING: APPLICATION TO BUY A PORTION OF MUNICIPAL LAND (1.45 HA) SITUATED ON ERF 462 TO THE NORTH OF THE EXISTING BOUNDARY OF ERF 2614, BONNIEVALE (7/2/3/2/2) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)	31
A 3636	ROBERTSON LIFESTYLE ESTATE: APPLICATION TO PURCHASE A PORTION OF ERF2 (±2.61HA) ADJACENT TO ROBERTSON EXTENSION 9 (7/2/1/1) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)	38
A3641	APPLICATIONS FOR MUNICIPAL INFRASTRUCTURE GRANT (MIG) & REGIONAL BULK INFRASTRUCTURE GRANT (RBIG) - VARIOUS PROJECTS (DIRECTOR ENGINEERING SERVICES)	42
A 3642	EXTENSION OF THE CONTRACT OF THE CHAIRPERSON - AUDIT & PERFORMANCE COMMITTEE - IN COMPLIANCE WITH SECTION 166(5) OF THE MFMA	44
A 3643	IMPLEMENTATION OF WATER RESTRICTIONS (16/1/6) (DIRECTOR ENGINEERING SERVICES)	45
A 3644	PERFORMANCE AGREEMENTS FOR ALL DIRECTORS & MUNICIPAL MANAGER FOR 2018 / 2019 (5/1/3) (DIRECTOR: STRATEGY & SOCIAL DEVELOPMENT)	49
A 3645	AMENDMENT OF CONTRACT: TENDER 48/2017 - PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF EXPLORATORY BOREHOLES IN MONTAGU PROCURED THROUGH THE SUPPLY CHAIN MANAGEMENT POLICY OF LANGEBERG MUNICIPALITY IN COMPLIANCE WITH SECTION 116(3) OF THE MFMA (ACCOUNTING OFFICER)	237
A 3646	FINANCIAL REPORTING IN TERMS OF SECTION 71 OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 – MAY 2018 (9/2/1/3) (CHIEF FINANCIAL OFFICER)	239

**MONTHLY REPORT FROM THE LOCAL TOURISM ASSOCIATIONS – APRIL 2018 (12/2/3/3) MANAGER:
SOCIAL DEVELOPMENT**

Purpose of the Report

To submit the monthly reports to the Portfolio Committee for notification purposes

Background

In accordance with the amended memoranda of agreement between the Local Tourism Associations and Langeberg Municipality, for the period 1 July 2017 to 30 June 2018, the Local Tourism Associations must submit a monthly report by the 10th of each month. A template was compiled and provided to the Local Tourism Associations to be used as a guideline when submitting the reports.

Comments

The monthly reports for the period April 2018, as received from the Local Tourism Associations, are attached to this report.

Recommendation

That the report from the Local Tourism Associations for April 2018 2018 be noted.

This item served before the Strategy & Social Development Portfolio Committee on 04 June 2018.
Hierdie item het gedien by die Strategiese & Sosiale Ontwikkeling Portefeulje Komitee op 04 Junie 2018.
Aanbeveling / Recommendation

That the report from the Local Tourism Associations for April 2018, 2018 be noted.

NOTE: Annexures were distributed as part of the agenda for the
Strategy & Social Development Portfolio Committee meeting of 04 June 2018 (pg 5 - 40)

This item did not serve at the Executive Mayoral Committee meeting of 11 June 2018 as the meeting was cancelled
Hierdie item het nie by die Uitvoerende Burgemeesterskomitee vergadering van 11 Junie 2018 gedien nie, omdat die vergadering gekanselleer was.

The report is referred to the Council meeting for consideration

Die verslag word na die Raadsvergadering verwys vir oorweging

**HOUSING PROJECTS INCLUDED IN THE EXISTING HOUSING IMPLEMENTING AGENT CONTRACT:
(17/5/1): (DIRECTOR: ENGINEERING SERVICES)**

Purpose of Report

To inform Council in terms of Section 116 of the MFMA on the housing projects included in the existing contract of Asla Construction (Pty) Ltd as Housing Implementing Agent.

Background

Asla Construction (Pty) Ltd was appointed as implementing agent for housing projects in the Langeberg Municipal Area in January 2012 and this contract was subsequently extended for a period of 3 years from 1 July 2015 to 30 June 2018 as per Council Resolution A3115 dated 28 April 2015.

The housing projects as shown in the table below will remain the responsibility of Asla Construction (Pty) Ltd as they have already commenced with these projects under their current contract, but all new housing projects will be the responsibility of the newly appointed Implementing Agent as from 1 July 2018, for which tenders are now being called for.

PROJECT NAME	NO. OF UNITS	STATUS
McGregor Erf 360 E&T	496	In process
Kenana, Robertson Nkqubela Serviced erven	505	In process
Robertson Heights E&T. (Erf 2981)	180	In process
Montagu Mandela Square E&T. (Port of Erf 1 & 937)	275 & 86	In process
Montagu Krieketveld E&T. (Erf 728)	65	In process
Bonnievale North Boekenhoutskloof. (Erven 475 & 907 & Port. Of Erf 1)	224	In process
Robertson Nkqubela (Port. Of Erf 136)	148	In process

This item did not serve before the Engineering Services Portfolio Committee on 04 June 2018 which did not take place, as there was not a quorum present

Hierdie verslag het nie voor die Ingenieursdienste Portefeulje Komitee op 04 Junie 2018 gedien nie, aangesien daar nie 'n kworum teenwoordig was nie.

The Executive Mayoral Committee Member responsible for the Engineering Services Directorate, Cllr GD Joubert, instructed that a continuance meeting must be held on Monday, 11 June 2018 at 09h30.

The members of the Engineering Services Portfolio Committee will give feedback about the recommendations of the Portfolio Committee at the Executive Mayoral Committee meeting.

This item served before a Continuance Engineering Services Portfolio Committee on 11 June 2018
Hierdie verslag het voor 'n Voortsettings Ingenieursdienste Portefeulje Komitee gedien op 11 Junie 2018
Recommendation / Aanbeveling

That the contents of the report be noted.

Dat kennis geneem word van die inhoud van die verslag.

This item did not serve at the Executive Mayoral Committee meeting of 11 June 2018 as the meeting was cancelled

Hierdie item het nie by die Uitvoerende Burgemeesterskomitee vergadering van 11 Junie 2018 gedien nie, omdat die vergadering gekanselleer was.

The report is referred to the Council meeting for consideration

Die verslag word na die Raadsvergadering verwys vir oorweging

BONNIEVALE TENNIS CLUB: APPLICATION TO PURCHASE A PORTION OF ERF 920, BONNIEVALE (7/2/3/2/2)
(PRINCIPAL CLERK: PROPERTY ADMINISTRATION)

Purpose of report

To submit a report to the Mayoral Committee for consideration regarding an application received from Mr P Albertyn on behalf of Bonnievale Tennis Club.

Background

The following letter was received from Mr P Albertyn:

"Ons verwys graag na eposse van 23 Maart 2018 en 27 Maart 2018 aan Mnr Isak van der Westhuizen in verband met Bonnievale se Tennisklub gronde.

Soos reeds bespreek, stel ons belang om die erf te koop. Ons sal dit waardeer as julle die proses kan deurgee wat ons moet volg en watter dokumentasie ons sal moet indien om die proses aan die gang te sit.

Naastenby 10 jaar gelede het die Munisipaliteit die ou rugbyveld-erf (Erf 920) verdeel en die grootste gedeelte verkoop aan ontwikkelaars (Mnr Pieter Spronk en Vennoot). Die gedeelte wat die Munisipaliteit afgesny het voor hierdie verkoop staan op aangehegte kaart "SpronkKaart.pdf" bekend as Remainder Erf 920. Ek neem aan dat die gedeelte wat verkoop is sowel as die oorblywende deel wat aan die Tennisklub grens, albei dalk tans nuwe erfnommers het.

Die rede waarom die Munisipaliteit die gedeelte van Erf 920 afgesny het voordat die res aan die ontwikkelaars verkoop is, was om vir die tennisklub toegang te gee tot sy bane en om ook parkeer-area te he. Dit is hierdie afgesnyde gedeelte van Erf 920 wat die Tennisklub tans wil koop. Die ou pawiljoen staan op die grond en die Tennisklub se klubhuis is gedeeltelik gebou in die pawiljoen. Daar staan dus reeds gedeelte Tennisklub-klubhuis op hierdie grond en word die grond ook gebruik vir parkeering deur die Tennisklub.

"Munisipaliteitskaart.pdf": Daar is n paar klein foutjies op hierdie kaart:

1. Waar Myrtle Rigglaan aangedui word op die kaart moet dit wees Forreststraat.
2. Myrtle Rigglaan verskyn nie op die kaart nie en het ek dit rofweg ingeteken.
3. Die onderverdeling van Erf 920 verskyn nie op die kaart nie en het ek dit ingeteken en die gedeelte wat die Tennisklub wil koop, met skuins-strepe gemerk. (Die erf is reeds uitgemeet deur n landmeter en reeds verdeel en een gedeelte besit die ontwikkelaars en die gedeelte wat ek gemerk het behoort aan die Munisipaliteit.

"GoogleEarthKaart.jpg": Op hierdie kaart het ek ook probeer aandui waar die erf lê wat die Tennisklub wil koop by die Munisipaliteit en dit gemerk: ABCDEFGH.

Ons sal ook bly wees as julle vir ons die waarde van die erf kan deurgee. Die Tennisklub sal dit waardeer indien die waarde bepaling van die eiendom die volgende punte in ag sal neem:

- Dat die Tennisklub sy eie bane en klubhuis met eie fondse gebou het.
- Dat die sportgronde destyds aan die munisipaliteit geskenk was deur Mnr T Coetzee met die versoek dat die eiendom vir sport aangewend word.

- *Dat die Bonnievale Tennisklub finansieël sukkel en oorleef deur skenkings wat van tyd tot tyd gemaak word deur lede. Die bankbalans van die klub is tans R22 000, nadat lede onlangs fondse bygedra het.*
- *Die plattelandse sportklubs tref finansieël swaar weens afname in lede.*
- *Sportklubs, soos Bonnievale tennisklub, dien 'n positiewe doel vir die gemeenskap, maar ook vir die beeld van die dorp en word die Bonnievale tennisklub ook deur toeriste benut.*
- *Die Bonnievale Hoërskool gebruik die bane vir hul tennis wedstryde.*
- *Die Bonnievale Netbalklub gebruik die bane vir netbal.*
- *Dat die tennisklub (met sy baie beperkte fondse) op eie onkoste die pawiljoen sal moet afbreek en bouwerk moet doen om die klub daarna te beveilig ten einde die aanhoudende inbrake te probeer stuit.*

Dankie, ons sien uit daarna om julle terugvoer te ontvang."

Comments:

The Directors and relevant Managers were requested to comment not later than 19 May 2018. The following comments were received:

Comments: Manager: Electrical Engineering Services

The electrical department has no objection to the application.

The applicant will be responsible for any costs if changes are to be made to existing connections and network.

Comments: Manager: Town Planning

Zoning private open space. Application supported in principle

Comments: Manager: Civil Engineering Services

No existing water or sewerage services will be affected by the selling of this portion of land and therefore we have no objection

Comments: Director: Civil Engineering Services

The request is supported.

Manager: Community Facilities

No objection, but that the tennis facilities be accessible to the public, clubs and schools.

Comments: Director: Strategy & Social Development

As die munisipaliteit nie die grond nodig het moet dit via publieke tender teen mark verwante prys verkoop word

Comments: Chief Financial Officer

Immovable property can be sold under the following conditions:

- Must not be used to provide minimum basic services in terms of S 14 of the MFMA.
- The process must be open, fair and transparent.
- Market related rates should be used except when the public interest or the plight of the poor demands otherwise.

Comments: Cllr Van Eeden

Ek het geen beswaar teen bogenoemde versoek nie

Comments: Manager: Administrative Support

The Bonnievale Rugby Club ground, erf 920, Bonnievale, was alienated excluding the pavilion, dwelling, jukskei area and the road. The Tennis Club now applies to purchase the remaining portion of erf 920, Bonnievale on which the pavilion is erected on. It should be noted that it is reported that the pavilion is being vandalised already by the community and will the repair costs be high. The alienation of this portion of land to the Tennis Club will take the burden off the Municipality for repairs and maintenance. According to clause 45 of the Administration of Immoveable Property Policy may Closed streets and lanes, public open spaces and odd lots of land which can be of no practical use to any other person may be sold/leased out of hand to adjoining property owners, provided that – (1) written notice have been served on all adjoining property owners; and (2) the selling price/rental shall be at fair market value, provided that the Municipality shall determine the rental of land for garden purposes.

Although there is a jukskei course on this portion of land, it is never maintained seeing that it is not the formal jukskei course. There is also no lease agreement in place for the usage of the said course. Taking into consideration that the Tennis Club is the only party which has practical used to this portion of land, is it recommended that this portion of land be alienated to them subject to the applicable conditions.

Relevant documentation is attached to this report

Recommendation/Aanbeveling

1. That it be confirmed that the portion of land is not needed for the provision of the minimum level of basic municipal services.

Dat dit bevestig word dat die gedeelte grond nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie

2. That the application received from Mr P Albertyn on behalf of Bonnievale Tennis Club to purchase a portion of erf 920, Bonievale be approved and that the Municipality's intention to sell the portion of land to Bonnievale Tennis Club be advertised for comments, whereafter the process will follow to prescribed procedures, subject to the normal conditions applicable for the alienation of municipal property:

Dat die aansoek vanaf Mnr P Albertyn vir die koop van gedeelte van erf 920, Bonnievale goedgekeur word en dat die Munisipaliteit se voorneme om die gedeelte grond aan Bonnievale Tennisklub te vervreem, geadverteer word vir kommentaar, waarna die proses die voorgeskrewe prosedures sal volg, onderhewig aan die normale voorwaardes vir die vervreemding van munisipale eiendom:

- 2.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 2.2 That a deposit of 10% be payable at the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaal word by ondertekening van die koopoorenskoms en dat die restant van die koopprijs teen registrasie betaalbaar is.

- 2.3 That the buyer be responsible for all the connection fees for municipal services rendered to the property.

Dat die koper verantwoordelik sal wees vir alle aansluitingsfooie vir munisipale dienste gelewer aan die perseel.

- 2.4 That the buyer be responsible for all costs regarding the alienation which may include rezoning, registration of servitudes, land surveyors costs, registration of the property in his/her name etc.

Dat die koper verantwoordelik sal wees vir alle kostes met betrekking tot die vervreemding wat mag insluit hersonering, Landmeters kostes, registrasie van die eiendom in sy/haar naam ensv.

- 2.5 That the purchase deal be finalized within a period of 6 months after allocation of the property, failing which the offer will expire irrevocably.

Dat die kooptransaksie binne 'n periode van 6 maande vanaf datum van toekenning van die erf afgehandel word, by versuim waarvan, die aanbod onherroeplik verval.

This item served before the Corporate Services Portfolio Committee on 04 June 2018

Hierdie item het gedien by die Korporatiewe Dienste Portefeulje Komitee op 04 Junie 2018

Aanbeveling / Recommendation

1. That it be confirmed that the portion of land is not needed for the provision of the minimum level of basic municipal services.

Dat dit bevestig word dat die gedeelte grond nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie

2. That the application received from Mr P Albertyn on behalf of Bonnievale Tennis Club to purchase a portion of erf 920, Bonnievale be approved and that the Municipality's intention to sell the portion of land to Bonnievale Tennis Club be advertised for comments, whereafter the process will follow to prescribed procedures, subject to the normal conditions applicable for the alienation of municipal property:

Dat die aansoek vanaf Mnr P Albertyn vir die koop van gedeelte van erf 920, Bonnievale goedgekeur word en dat die Munisipaliteit se voorneme om die gedeelte grond aan Bonnievale Tennisklub te vervreem, geadvertiseer word vir kommentaar, waarna die proses die voorgeskrewe prosedures sal volg, onderhewig aan die normale voorwaardes vir die vervreemding van munisipale eiendom:

- 2.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 2.2 That a deposit of 10% be payable at the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaal word by ondertekening van die koop-ooreenkoms en dat die resant van die koopprijs teen registrasie betaalbaar is.

- 2.3 That the buyer be responsible for all the connection fees for municipal services rendered to the property.

Dat die koper verantwoordelik sal wees vir alle aansluitingsfooie vir munisipale dienste gelewer aan die perseel.

- 2.4 That the buyer be responsible for all costs regarding the alienation which may include rezoning, registration of servitudes, land surveyors costs, registration of the property in his/her name etc.

Dat die koper verantwoordelik sal wees vir alle kostes met betrekking tot die vervreemding wat mag insluit hersonering, Landmeters kostes, registrasie van die eiendom in sy/haar naam ensv.

- 2.5 That the purchase deal be finalized within a period of 6 months after allocation of the property, failing which the offer will expire irrevocably.

Dat die kooptransaksie binne 'n periode van 6 maande vanaf datum van toekenning van die erf afgehandel word, by versuim waarvan, die aanbod onherroeplik verval.

NOTE: Annexures were distributed as part of the agenda for the
Corporate Services Portfolio Committee meeting of 04 June 2018 (pg 31, 32)

This item did not serve at the Executive Mayoral Committee meeting of 11 June 2018 as the meeting was cancelled
Hierdie item het nie by die Uitvoerende Burgemeesterskomitee vergadering van 11 Junie 2018 gedien nie, omdat die
vergadering gekanselleer was.

The report is referred to the Council meeting for consideration

Die verslag word na die Raadsvergadering verwys vir oorweging

RESUBMISSION: UMSIZA PLANNING: APPLICATION TO CLOSE AND BUY A PORTION OF ROBERTSON STREET(819M²), ROBERTSON (7/2/3/2/5 17/3/1/6/3/5) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)

Purpose of report

To re-submit a report to the Mayoral Committee for consideration regarding an application received from Umsiza Planning on behalf of Satinsky 139 (Pty) Ltd.

Background

The following letter was received from Umsiza Planning:

"Erven 173-175, Robertson are owned by Satinsky 139 (Pty) Ltd (short Title Deeds attached) and consist of the Shoprite shopping centre on the corner of Barry and Van Reenen Streets in Robertson.

Statinsky 139 (Pty) Ltd had submitted an application to your office to use a portion of Robertson Street as a delivery zone for Shoprite trucks and waste areas (dry and wet) to your offices in May 2017. You requested some additional information such as the precise location, extend, purpose, as well as on the intention to purchase or hire.

This letter serves to provide the additional information.

The power of attorney to Umsiza Planning is attached.

Please find attached a location plan indicating the proposed area to be closed – the north-eastern part of Robertson Street between the bowling greens / clubhouse (erf 4525) & public open space with old museum/ training centre and the Shoprite shopping centre (erven 173-175 Robertson) and between Piet Retief Street and Barry Street.

Robertson street extends from Paul Kruger Street (north-east and adjacent to the central NG Church) to Barry Street. The area between Paul Kruger and Piet Retief Street is a one way street that allows for parking at both sides of the road.

The area between Piet Retief and Barry Street is 18m wide with two lanes/ two directional vehicular flow. It is proposed to close the north-eastern half of the two-directional portion of Robertson Street, an area of 9m x 91m =819m², to be sold to Satinsky 139 (Pty) Ltd and consolidated with the adjacent Shoprite shopping centre (erven 173-175).

If approved by the Council, a land use application will be submitted to the Municipality in terms of Section 15(n) of the Langeberg Municipality Land Use Planning Bylaw 2015 (closure of public place or part thereof). The street block is small (only half the size of most surrounding blocks) and the fact that the other half of the street is already one way, it is the opinion that the impact of the proposed closure on the surrounding traffic will be minimal.

Currently there are no demarcated delivery area's or waste area's on the Shoprite premises. It is the intention to use the northern portion of Robertson Street for this purpose. The existing parking area can then be used more functionally/ effectively. It is therefore requested that the 819m² street be bought from the municipality. This will be consolidated with the erven adjacent, if required.

Six additional street parking bays will be provided in the closed street. The proposed Site Development Plan attached for your perusal, as well as a more detailed layout plan prepared by Viglietti. For your consideration please."

Comments

A location map is attached.

The Directors and relevant Managers were requested to comment not later than 16 February 2018. The following comments were received:

Comments: Manager: Civil Engineering Services

If the street is changed to a one way, the application is supported.

Comments: Director: Strategy & Social Development

I am not sure but I am of the opinion that the municipality should perhaps investigate the possibility of doing a traffic study.

Comments: Manager: Electrical Engineering Services

The Electrical Department has no objection to the application

The applicant is responsible for the cost to relocate the electrical LT cables and minisub on the pavement.

Comments: Manager: Town Planning

Hierdie sal behoorlik deur 'n proses van publieke deelname moet gaan. Dit is moeilik om op so 'n vroeë stadium goedkeuring te gee, sonder 'n behoorlike evaluasie van 'n grondontwikkelaarsaansoek.

Indien die Raad besluit om wel die grond te verkoop, behoort dit duidelik onderhewig daaraan te wees dat die wenslikheid van die voorgestelde gebruik ook oorweeg moet word (dmv 'n formele grondontwikkelaarsaansoek) en dat laasgenoemde deurslaggewend sal wees om te bepaal of die grond wel so gebruik mag word. Die verkoop van die grond behoort dus onderhewig te wees daaraan dat 'n grondontwikkelaarsaansoek ingevolge die Langeberg Munisipale Verordening op Grondgebruikbeplanning, 2015 geloods word en dat die grond slegs verkoop word indien die aansoek goedgekeur is.

Comments: Chief Financial Officer

Municipal assets not providing minimum basic services in terms of S 14 of the MFMA can be sold on condition that it is an open, fair and transparent process and at market related prices.

Comments: Superintendent: Traffic Services

It is important for Traffic Services to recognize the interests of the general public, for this reason, the use of the property must not compromise the use for its primary purpose, as the primary uses are limited to the existing lawful uses.

Furthermore the following site access requirements shall apply:

1. The Municipality may require compliance with standard municipal or provincial access spacing guidelines.
2. No vehicular entrance or exit shall be closer than 10m from an intersection defined by the street boundaries, except for industrial-zoned properties, 15m.
3. The Municipality may restrict or prohibit access if pedestrian or traffic hazards are created.

The following parking layout requirements shall apply:

1. The layout of any parking area shall ensure that vehicles can readily leave the site without reversing across any sidewalk.

2. The bays shall be clearly demarcated and accessible and preferably grouped together.
3. The parking areas shall be used for the parking of vehicles which are lawfully required on them.
4. Any activity which causes an obstruction for vehicular traffic or use of the sidewalk is prohibited.
5. The parking area shall be maintained for the parking and movement of vehicles.
6. From a traffic point of view the Municipality may impose conditions of approval, and must be satisfied that the requirements regarding parking are adhered to, and that there are compliance with any other standard condition e.g. Aesthetics, noise, traffic safety etc.

Comments: Cllr Burger

Hiermee gee ek my toestemming vir die een rigting straat in Robertsonstraat vanaf Barrystraat na Piet Retief straat.

Ek gee nie my toestemming vir die vervreemding van die straat aan die aansoeker nie.

Comments: Manager: Administrative Support

The Administration of Immoveable Property Policy determine in clause 45 that closed streets and lanes, public open spaces and odd lots of land which can be of no practical use to any other person may be sold/leased out of hand to adjoining property owners, provided that:

- (1) *Written notice have been served on all adjoining property owners; and*
- (2) *The selling price/rental shall be at fair market value, provided that the Municipality will determine the rental of land for garden purposes.*

Taking the afore mentioned as well as the comments received into consideration is it recommended that permission be granted to the applicant to submit a land use application in terms of the relevant sections of the Langeberg Municipal: Land Use Planning By-Law, 2015 and that once the aforementioned process has been finalized, the application referred back to Council for a formal decision in this regard.

Recommendation/ Aanbeveling

1. That it be confirmed that a portion of municipal land, a portion of Robertson Street, (±819m²) Robertson is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)
2. That the application of Statinsky 139 (Pty) Ltd to close and purchase a portion of municipal land, a portion of Robertson Street (±61m²) Robertson be approved in principle subject to the following conditions:
 - 2.1 That written notices have been served on all adjoining property owners.
 - 2.2 That if no legal and/or valid objections have been received, permission be granted to the applicant to submit a land use application in terms of the relevant sections of the Langeberg Municipal: Land Use Planning By-Law, 2015 and that once the aforementioned process has been finalized, the application referred back to Council for a formal decision in this regard.

This item served on 15 May 2018 under Item A 3604 before the Executive Mayoral Committee and was the following decision taken:

That this report be referred back for resubmission at a next Corporate Services Portfolio Committee meeting and that Cllr JD Burger provide further comments as referred to in the Mayoral Committee meeting.

Further Comments: Cllr Burger

Robertsonstraat is 'n straat wat swaar verkeer dra soos voertuie en voetgangers veral oor naweke. Besighede soos FNB en Nedbank se OTM's is gelee in Piet Retiefstraat en is daar nie genoeg parkeer plek daar naby nie en word daar dan in 'n gedeelte van Robertsonstraat geparkeer. Voetgangers kom af in Barrystraat en drai links in Robertsonstraat oor Hamilton Barry Park na besighede in Kerkstraat, Hoopstraat en af na Spar.

Saterdag 19 Mei 2018 was daar 11 voertuie geparkeer in die linkerkant van Robertsonstraat en 51 voetgangers was getel in 'n uur se tyd. Ons sal moet versigtig wees om 'n prisedent te wil skep vir ander besighede wat ook strate sal wil toemaak vir hul voordeel. Hier is 'n klaar 'n te kort aan parkering in ons dorp.

My aanbeveling is dat die ander gedeelte van Robertsonstraat in 'n eenrigting straat omskep moet word vanaf Barrystraat na Piet Retiefstraat. Shoprite se vragmotors sal dan in Barrystraat op kom en regs drai in Robertsonstraat dat kan hul die helfte van die straat en syaadjie gebruik om hul goedere af te laai op die laai sone wat aangebring sal word in die linkerkant se baan. Wanneer die vragmotors klaar is, kan hul regs drai in Piet Retiefstraat en so ook dan die dorp verlaat. Ander voertuie sal dan in die regterkant se baan deur beweeg vanaf Barrystraat na Piet Retiefstraat. Daar kan ook gekyk word om tussen die bome inhamme vir skuinsparkering te maak.

This item served before the Corporate Services Portfolio Committee on 04 June 2018

Hierdie item het gedien by die Korporatiewe Dienste Portefeulje Komitee op 04 Junie 2018

Aanbeveling / Recommendation

1. That it be confirmed that a portion of municipal land, a portion of Robertson Street, ($\pm 819\text{m}^2$) Robertson is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)
2. That the application of Statinsky 139 (Pty) Ltd to close and purchase a portion of municipal land, a portion of Robertson Street ($\pm 61\text{m}^2$) Robertson be approved in principle subject to the following conditions:
 - 2.1 That written notices be served on all adjoining property owners and that the Municipality's intention to alienate this portion of Robertson Street be advertised in a local newspaper, in order to inform all the residents of the Langeberg municipal area.
 - 2.2 That if no legal and/or valid objections have been received, permission be granted to the applicant to submit a land use application in terms of the relevant sections of the Langeberg Municipal: Land Use Planning By-Law, 2015 and that once the aforementioned process has been finalized, the application referred back to Council for a formal decision in this regard.

NOTE: Annexures were distributed as part of the agenda for the Corporate Services Portfolio Committee meeting of 04 June 2018 (pg 35, 36)

This item did not serve at the Executive Mayoral Committee meeting of 11 June 2018 as the meeting was cancelled
Hierdie item het nie by die Uitvoerende Burgemeesterskomitee vergadering van 11 Junie 2018 gedien nie, omdat die vergadering gekanselleer was.

The report is referred to the Council meeting for consideration

Die verslag word na die Raadsvergadering verwys vir oorweging

UMSIZA PLANNING: APPLICATION TO BUY A PORTION OF MUNICIPAL LAND (1.45 HA) SITUATED ON ERF 462 TO THE NORTH OF THE EXISTING BOUNDARY OF ERF 2614, BONNIEVALE (7/2/3/2/2) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)

Purpose of report

To submit a report to the Mayoral Committee for consideration regarding an application received from Umsiza Planning on behalf of Mooivallei Suiwel Pty Ltd.

Background

The following letter was received from Umsiza Planning:

"1. Introduction

The Mooivallei Suiwel factory is located on erf 2614, Bonnievale that is 3,6171 ha in extent and belongs to the Mooivallei Suiwel Pty Ltd according to Title Deed T91115/2000. The application site is located 350 meter north of Bonnievale opposite the golf course on the Bonnievale-Ashton road and gets access from this road.

A location plan is attached. This factory been producing cheese and butter in Bonnievale since December 2000. The factory has grown tenfold since the inception and today processes up to 110.000 litres of milk per day. Mooivallei currently employs 153 people, of which 91 are working at the Bonnievale factory. The company is therefore a significant contributor to the local economy.

Year-on-year milk volume growth in the recent past has been as follows:

<i>Year ended Feb</i>	<i>Litres Milk processed</i>	<i>% Growth year on year</i>
<i>2014</i>	<i>18,926,838</i>	<i>37.5%</i>
<i>2015</i>	<i>24,477,547</i>	<i>29.33%</i>
<i>2016</i>	<i>25,858,769</i>	<i>5.64%</i>
<i>2017</i>	<i>27,034,487</i>	<i>4.55%</i>
<i>2018</i>	<i>31,357,512</i>	<i>15.99%</i>

As part of the continued growth of the company, provision has been made for further expansion. The land currently at Mooivallei's disposal will be insufficient in the near future and therefore it is requested that a portion of the adjacent municipal land, i.e. Remaining extent of erf 462, Bonnievale (extent unknown) be purchased.

2. Site Plan with proposal extensions

The Site Plan attached indicates the existing buildings on the application site with the "koppie" behind the factory that limits functional future expansion. It also shows the location of the proposed future whey plant and store room.

Whey is the primary by-product of cheese production. Whey is a valuable commodity and is increasingly being exploited given the demand for whey protein and other uses. To beneficiate whey, daily volumes of around 200,000 litres are required. As Mooivallei volumes increase, it will become viable to process the whey from the cheese plant into whey powder and/or other specialised products.

It is envisage that whey production will commence in financial year 2021/2022, which construction planned for 2020/2021. With this in mind, it is proposed that the area to the north of the hill is reserved for the whey plant and store room ("B" and "C" on Site Plan) – an area that is not visible to the Bonnievale residents. This will also reduce any noise impacts.

The Mooivallei business plan can be divided into three phases of development:

Phase 1 (2018/2019)

The factory is currently operating at 100% capacity during the high season. Storage is not sufficient and changes to the production facility is necessary to handle future growth and optimise efficiency and quality. The following additional facilities are required:

- *New cold storage facility and changes to existing dispatch area.*
Half of the existing cold storage will be converted into a dispatch facility, with a new cold storage facility for cheese planned 2018/2019 ("A" on Site plan).
- *Space for trucks to turn and park*
Due to the changes required, adequate space for trucks to turn and park will become very limited. Mooivallei currently has four milk tankers and will acquire a fifth in 2018/2019. These milk tankers need space to offload, turn and park. In the foreseeable future, the milk trucks will increase at the rate of at least one per year.
- *Changes to the production facility*
Some changes to the factory layout will also be effected in 2018/2019, but this will not have an effect on the utilisation of the erf.

Phase 2 (2019/2020)

The following changes/ additions will be required:

- *Move fuel supply*
The bulk tanks will occupy an area which is obstructing the flow of milk- and refrigerated trucks. These will be moved to the periphery of the new land if approved ("D" and "F" on Site Plan).
- *New milk reception/ "Cleaning in Place" (CIP) facility*
Milk reception is currently performed right next to the production facility. The same cleaning system is also used for the production plant and the bulk milk tankers. Neither of these are ideal, since it increases the risk of cross-contamination. It is therefore planned to move the milk reception further away from the cheese and butter plants and to commission a separate cleaning area for the bulk milk tankers ("E" on the Site Plan).
- *New dry store* *Part of the existing dry store will be used as a workshop and maintenance facility. This, together with volume growth, will necessitate the building of a further dry store next to the existing one ("H" on the Site Plan).*

Phase 3 (2020/2021)

- *Administration building*
The administration offices are currently part of the production facility. The offices will have to make way for production floor space by 2020/2021. The current garden area in front of the factory is therefore reserved for a future administration building ("I" on the Site Plan).
- *Whey processing facility (mentioned above)*
It is projected that whey processing will be viable by 2021/2022 at the latest. Construction of a whey facility and whey powder store room will therefore likely commence during 2020/2021 ("B" and "C" on the Site Plan).

3. Summary

In summary, given Mooivallei's past and expected future growth rate, additional land needed to be acquired for the sustainable and functional operation of the factory.

It is therefore requested that an area of 1.45 ha to the north of the existing boundary of erf 2614 be sold by the Municipality to Mooivallei Suiwel Pty Ltd – see attached Site Plan.

This will enable Mooivallei to remain one of the largest employers in the Langeberg area.

For your consideration please. Your positive evaluation of the request will be highly appreciated."

Comments

A location map is attached.

The Directors and relevant Managers were requested to comment not later than 04 May 2018. The following comments were received:

Comments: Manager: Civil Engineering Services

The increase of the cheese factory will have a significant impact on our water usage. The water main currently feeding Mooivallei is only a 50mm diameter line and upgrading will be needed. The following information is needed before the application can be considered:

1. Planned future water usage to determine upgrades to the water network. This will also go hand in hand with the contributions to bulk infrastructure.
2. Planned waste water volumes and how this waste water will be disposed off.

Additional information: Mr H Du Plessis

1. Mooivallei's current water usage is around 90,000L per day, averaging 90% of milk volume received. By reusing water through feeding all condensate back to the boiler, washing all vehicles with reuse water, using suitable effluent for toilets, etc. we are planning to reduce this ratio to 70% in 2019/2020 and 60% in 2021/ 2022. We believe that this is more than achievable and a conservative estimate.
2. The waste water volumes are estimated based on total water usage from which water used directly in production and estimated sewage is deducted. Through further water treatment and reuse of waste water, we plan to reduce the waste water disposal as set out below. We once again believe this to be a highly realistic target.
3. Mooivallei is investigating further treatment of the effluent currently disposed of on rented municipal land (next to the sewage works) to enable us to reuse it for suitable purposes.
4. The impact on water usage and the disposal of waste water would be negligible and we are in fact planning to have an absolute reduction in effluent disposal. The current waste water arrangement should more than suffice for Mooivallei's purposes in the current planning horizon.

	Budgeted milk / day	Avg water usage / day	Waste water disposed / day
2018/2019	100 000	90 000	80 000
2019/ 2020	120 000	84 000	64 000
2020/ 2021	150 000	105 000	75 000
2021/ 2022	180 000	108 000	68 000

Additional Comments: Manager: Civil Engineering Services

Die beplande verhoging in water verbruik is ekuivalent aan 22.5 geleenthede wat geskep word in terme van die bydrae tot grootmaat dienste berekening. Bonnievale onttrek op hierdie stadium reeds meer as sy toegelate kwota water uit die Breerivier/Brandvlei skema uit. Mooivallei suiwel moet eers aansoek doen vir die addisionele water verbruik alvorens oorweging verleen kan word tot hierdie aansoek.

Comments: Manager: Town Planning

The request to buy a 1.45Ha portion of municipal land adjacent to the Mooivallei cheese factory property, for extension of the factory, is supported on condition that the following is provided for in the sales agreement:

1. The land is currently zoned Undetermined, with no development rights.
2. The sale of the municipal land is dependent on the applicant obtaining the appropriate zoning / land use rights and subdivision approval.
3. The applicant is responsible for lodging all necessary land use development - en environmental impact assessment applications at their cost.
4. The agreement to sell the land does not oblige the municipality to approve an application for subdivision and rezoning. Such an application will be evaluated in terms of relevant town planning considerations and the agreement to sell must not be regarded as a commitment to approve the application.
5. It is proposed that a time limit be set for the submission of an application, e.g. within 6 months from the date of the agreement of sale.
6. If the application for subdivision is approved, a further time limit could be set for the registration of the property, e.g. 2 years after date of approval.

Comments: Director: Strategy & Social Development

If Municipality wants to sell the land it should do it via public tender process or advertise the intension to alienate the piece of land

Comments: Manager: Electrical Engineering Services

The Electrical Department has no objection to the application.

Comments: Chief Financial Officer

Immovable property can be sold under the following conditions:

- (a) Must not be used to provide minimum basic services in terms of S 14 of the MFMA.
- (b) The process must be open, fair and transparent.
- (c) Market related rates should be used except when the public interest or the plight of the poor demands otherwise.

Comments: Cllr Van Eeden

The Ward Councillor has no objection to this application, as it is important for the future of Bonnievale's financial growth as a town, as well as an increase in the size of this particular factory will mean that there is further job creation in the Bonnievale area.

Comments: Manager: Administrative Support

It is recommended that the portion of land be alienated by way of public tender subject to the normal conditions applicable for the alienation of Municipal property.

Recommendation/ Aanbeveling

1. That it be confirmed that the portions of land is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat die gedeeltes grond nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, /wet 56 van 2003)

2. That the application received from Umsiza Planning on behalf of of Mooivallei Suiwel to buy a portion of municipal land (1.45 ha) situated on erf 462 to the north of existing boundary of erf 2614, Bonnievale not be approved.

Dat die aansoek van Umsiza Planning namens Mooivallei Suiwel vir die koop van gedeelte munisipale grond (1.45 ha) geleë te erf 462 na die noorde kant van die bestaande erfgrense van erf 2614, Bonnievale nie goedgekeur word nie.

3. That a portion of municipal land (1.45 ha) situated on erf 462 to the north of existing boundary of erf 2614, Bonnievale be alienated by way of public tender subject to the following conditions applicable for the alienation of municipal property:

Dat 'n gedeelte van munisipale grond (1.45 ha) geleë te erf 462 na die noorde kant van die bestaande erfgrense van erf 2614, Bonnievale vervreem word by wyse van 'n publieke tender onderworpe aan die voorwaardes vir die vervreemding van munisipale eiendom:

- 3.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 3.2 That a deposit of 10% be payable with the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaalbaar sal wees met ondertekening van die koopooreenkoms en dat die restant van die koopsom betaalbaar is by registrasie.

- 3.3 That the sale of the Municipal land is dependent on the Purchaser obtaining the appropriate zoning / land use rights and subdivision approval.

Dat die verkoop van die Munisipale grond onderhewig is daaraan dat die Koper toepaslike sonering / grondgebruiksregte en onderverdeling goedkeurings moet verkry.

- 3.4 That the Purchaser be responsible for lodging all necessary land use development- and environmental impact assessment application at their own cost if applicable.

Dat die Koper verantwoordelik is om die nodige aansoeke in te dien vir grondgebruiks- en omgewingsimpak ondersoeke indien van toepassing vir hulle koste.

- 3.5 That the Purchaser be responsible for the payment of all services rendered to the portion of land.

Dat die Koper verantwoordelik is vir die betaling van alle dienste gelewer aan hierdie gedeelte grond.

- 3.6 That the Purchaser be responsible for the cost involved for rezoning, subdivision, consolidation, surveying, registration of servitudes and registration of the property in his/her name where applicable. The agreement to sell the land does not oblige the municipality to approve an application for subdivision and rezoning. Such an application will be evaluated in terms of

relevant town planning considerations and the agreement to sell must not be regarded as a commitment to approve the application.

Dat die Koper verantwoordelik sal wees vir alle kostes van hersonering, onderverdeling, konsolidasie, landmeter, registrasie van die servitute en registrasie van die eiendom in sy/haar naam waar van toepassing. Die ooreenkoms om die grond te verkoop plaas geen verpligting op die Munisipaliteit om die aansoek om onderverdeling en hersoning goed te keur nie. Voormelde aansoek sal evalueer word in terme van relevante stadsbeplannings oorwegings en die ooreenkoms om die eiendom te verkoop moenie gesien word as 'n verpligting om die aansoek goed te keur nie.

- 3.7 That the application for subdivision and rezoning be submitted within 6 months from date of the agreement of sale. If subdivision is approved the purchase deal be finalized within a period of 6 months after approval has been granted for subdivision, failing which the offer will expire irrevocably.

Dat die aansoek om onververdeling en hersonering ingedien word binne 6 maande vanaf datum van die ooreenkoms om te verkoop. Indien onderverdeling goedgekeur word, moet die kooptransaksie binne 'n periode van 6 maande na datum van goedkeuring finaliseer word, by versuim waarvan, die aanbod onherroeplik verval.

This item served before the Corporate Services Portfolio Committee on 04 June 2018

Hierdie item het gedien by die Korporatiewe Dienste Portefeulje Komitee op 04 Junie 2018

Aanbeveling / Recommendation

1. That it be confirmed that the portions of land is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat die gedeeltes grond nie nodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, /wet 56 van 2003)

2. That the application received from Umsiza Planning on behalf of of Mooivallei Suiwel to buy a portion of municipal land (1.45 ha) situated on erf 462 to the north of existing boundary of erf 2614, Bonnievale not be approved.

Dat die aansoek van Umsiza Planning namens Mooivallei Suiwel vir die koop van gedeelte munisipale grond (1.45 ha) geleë te erf 462 na die noorde kant van die bestaande erfgrense van erf 2614, Bonnievale nie goedgekeur word nie.

3. That a portion of municipal land (1.45 ha) situated on erf 462 to the north of existing boundary of erf 2614, Bonnievale be alienated by way of public tender subject to the following conditions applicable for the alienation of municipal property:

Dat 'n gedeelte van munisipale grond (1.45 ha) geleë te erf 462 na die noorde kant van die bestaande erfgrense van erf 2614, Bonnievale vervreem word by wyse van 'n publieke tender onderworpe aan die voorwaardes vir die vervreemding van munisipale eiendom:

- 3.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 3.2 That a deposit of 10% be payable with the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaalbaar sal wees met ondertekening van die koop-ooreenkoms en dat die resant van die koopsom betaalbaar is by registrasie.

- 3.3 That the sale of the Municipal land is dependent on the Purchaser obtaining the appropriate zoning / land use rights and subdivision approval.

Dat die verkoop van die Munisipale grond onderhewig is daaraan dat die Koper toepaslike sonering / grondgebruiksregte en onderverdeling goedkeurings moet verkry.

- 3.4 That the Purchaser be responsible for lodging all necessary land use development- and environmental impact assessment application at their own cost if applicable.

Dat die Koper verantwoordelik is om die nodige aansoeke in te dien vir grondgebruiks- en omgewingsimpak ondersoek indien van toepassing vir hulle koste.

- 3.5 That the Purchaser be responsible for the payment of all services rendered to the portion of land.

Dat die Koper verantwoordelik is vir die betaling van alle dienste gelewer aan hierdie gedeelte grond.

- 3.6 That the Purchaser be responsible for the cost involved for rezoning, subdivision, consolidation, surveying, registration of servitudes and registration of the property in his/her name where applicable. The agreement to sell the land does not oblige the municipality to approve an application for subdivision and rezoning. Such an application will be evaluated in terms of relevant town planning considerations and the agreement to sell must not be regarded as a commitment to approve the application.

Dat die Koper verantwoordelik sal wees vir alle kostes van hersonering, onderverdeling, konsolidasie, landmeter, registrasie van die servitute en registrasie van die eiendom in sy/haar naam waar van toepassing. Die ooreenkoms om die grond te verkoop plaas geen verpligting op die Munisipaliteit om die aansoek om onderverdeling en-hersoning goed te keur nie. Voormelde aansoek sal evalueer word in terme van relevante stadsbeplannings oorwegings en die ooreenkoms om die eiendom te verkoop moenie gesien word as 'n verpligting om die aansoek goed te keur nie.

- 3.7 That the application for subdivision and rezoning be submitted within 6 months from date of the agreement of sale. If subdivision is approved the purchase deal be finalized within a period of 6 months after approval has been granted for subdivision, failing which the offer will expire irrevocably.

Dat die aansoek om onverdeling en hersonering ingedien word binne 6 maande vanaf datum van die ooreenkoms om te verkoop. Indien onderverdeling goedgekeur word, moet die kooptransaksie binne 'n periode van 6 maande na datum van goedkeuring finaliseer word, by versuim waarvan, die aanbod onherroeplik verval.

NOTE: Annexures were distributed as part of the agenda for the Corporate Services Portfolio Committee meeting of 04 June 2018 (pg 43, 44)

This item did not serve at the Executive Mayoral Committee meeting of 11 June 2018 as the meeting was cancelled
Hierdie item het nie by die Uitvoerende Burgemeesterskomitee vergadering van 11 Junie 2018 gedien nie, omdat die vergadering gekanselleer was.

The report is referred to the Council meeting for consideration.
Die verslag word na die Raadsvergadering verwys vir oorweging.

**ROBERTSON LIFESTYLE ESTATE: APPLICATION TO PURCHASE A PORTION OF ERF2 (±2.61HA)
ADJACENT TO ROBERTSON EXTENSION 9 (7/2/1/1) (PRINCIPAL CLERK: PROPERTY ADMINISTRATION)**

Purpose of report

To submit a report to the Mayoral Committee for consideration regarding an application received from Mr J Schutte on behalf of Robertson Lifestyle Estate.

Background

The following letter was received from Mr J Schutte:

"Robertson Extension 9 (Pty) Ltd would herewith like to request Langeberg Municipality investigate the possibility to sell off the triangle section of Erf 2 (±2.61 ha) adjacent to Robertson Extension 9.

Robertson Extension 9 (Pty) Ltd would like to acquire the piece of land for use as private open space by residents of Robertson Lifestyle Estate.

The piece of land will be land-locked between the airfield, the adjacent farm and the development with no access. There is also currently a group of squatters living on the section that pose a security risk."

Comments

A location map is attached.

The Directors and relevant Managers were requested to comment not later than 18 May 2018. The following comments were received:

Comments: Manager: Civil Engineering Services

No services are available to this property. If the applicant wants to service this property, this will have to be done as an extension to the existing development of RU9.

Comments: Manager: Town Planning

Zoning is undetermined. Application supported subject to rezoning/subdivision (private open space for the account of applicant. Erf must be transferred to the to be established HOA

Comments: Director: Civil Engineering Services

The request is supported.

Comments: Manager: Electrical Engineering Services

The electrical department has no objection to the application.

Comments: Director: Strategy & Social Development

I believe if we do not have use for the land it can be sold at market related price to them

Comments: Chief Financial Officer

Immovable property can be sold under the following conditions:

- (a) Must not be used to provide minimum basic services in terms of S 14 of the MFMA.
- (b) The process must be open, fair and transparent.
- (c) Market related rates should be used except when the public interest or the plight of the poor demands otherwise.

Comments: Cllr Shibili

The application is not supported

Comments: Manager: Administrative Support

The application is for a portion of erf 2 (± 2.61 ha) which is adjacent to erf 2, Robertson which is sold to Robertson Extension 9 (Pty) Ltd as well as adjacent to the farm Roodehoogte, remainder of 1/47. Seeing that both owners as mentioned afore have access to this portion of land, is it recommended that this portion of land be alienated by way of public tender subject to the applicable conditions.

Recommendation/Aanbeveling

1. That it be confirmed that the portions of land is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat die gedeeltes grond nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, /wet 56 van 2003)

2. That the application received from Mr J Schutte on behalf of Robertson Lifestyle Estate to buy a portion of erf2 (± 2.61 ha) which is adjacent to erf2, Robertson not be approved.

Dat die aansoek van Mnr J Schutte namens Robertson Lifestyle Estate vir die koop van gedeelte van erf2 (± 2.61 ha) wat aangrensend erf 2, Robertson is, nie goedgekeur word nie.

3. That a portion of erf2 (± 2.61 ha) which is adjacent to erf2, Robertson be alienated by way of public tender subject to the following conditions applicable for the alienation of municipal property:

Dat 'n gedeelte van erf2 (± 2.61 ha) wat aangrensend erf 2, Robertson is, vervreem word by wyse van 'n publieke tender onderworpe aan die voorwaardes vir die vervreemding van munisipale eiendom:

- 3.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 3.2 That a deposit of 10% be payable with the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaalbaar sal wees met ondertekening van die koopvooreenkoms en dat die restant van die koopsom betaalbaar is by registrasie.

- 3.3 That the Purchaser be responsible for the payment of all services rendered to the portion of land.

Dat die Koper verantwoordelik is vir die betaling van alle dienste gelewer aan hierdie gedeelte grond.

- 3.4 That the Purchaser be responsible for the cost involved for rezoning, subdivision, consolidation, surveying, registration of servitudes and registration of the property in his/her name where applicable.

Dat die Koper verantwoordelik sal wees vir alle kostes van hersonering, onderverdeling, konsolidasie, landmeter, registrasie van die servitude en registrasie van die eiendom in sy/haar naam waar van toepassing.

- 3.5 That the purchase deal be finalized within a period of 6 months after allocation of the property, failing which the offer will expire irrevocably.

Dat die kooptransaksie binne 'n periode van 6 maande vanaf datum van toekenning van die erf afgehandel word, by versuim waarvan, die aanbod onherroeplik verval.

This item served before the Corporate Services Portfolio Committee on 04 June 2018

Hierdie item het gedien by die Korporatiewe Dienste Portefeulje Komitee op 04 Junie 2018

Aanbeveling / Recommendation

1. That it be confirmed that the portions of land is not needed for the provision of the minimum level of basic municipal services. (S14 of the MFMA 2003, Act 56 of 2003)

Dat dit bevestig word dat die gedeeltes grond nie benodig word vir die verskaffing van die minimum vlak van basiese munisipale dienste nie. (S14 van die MFMA 2003, /wet 56 van 2003)

2. That the application received from Mr J Schutte on behalf of Robertson Lifestyle Estate to buy a portion of erf2 (±2.61 ha) which is adjacent to erf2, Robertson not be approved.

Dat die aansoek van Mnr J Schutte namens Robertson Lifestyle Estate vir die koop van gedeelte van erf2 (±2.61 ha) wat aangrensend erf 2, Robertson is, nie goedgekeur word nie.

3. That a portion of erf2 (±2.61 ha) which is adjacent to erf2, Robertson be alienated by way of public tender subject to the following conditions applicable for the alienation of municipal property:

Dat 'n gedeelte van erf2 (±2.61 ha) wat aangrensend erf 2, Robertson is, vervreem word by wyse van 'n publieke tender onderworpe aan die voorwaardes vir die vervreemding van munisipale eiendom:

- 3.1 That the selling price be determined based on a reasonable market value certificate.

Dat die verkoopprijs van die eiendom bereken word, baseer op 'n billike markwaarde sertifikaat.

- 3.2 That a deposit of 10% be payable with the signing of the deed of sale and that the remainder of the purchase price be payable with registration.

Dat 'n deposito van 10% betaalbaar sal wees met ondertekening van die koopooreenkoms en dat die restant van die koopsom betaalbaar is by registrasie.

- 3.3 That the Purchaser be responsible for the payment of all services rendered to the portion of land.

Dat die Koper verantwoordelik is vir die betaling van alle dienste gelewer aan hierdie gedeelte grond.

- 3.4 That the Purchaser be responsible for the cost involved for rezoning, subdivision, consolidation, surveying, registration of servitudes and registration of the property in his/her name where applicable.

Dat die Koper verantwoordelik sal wees vir alle kostes van hersonering, onderverdeling, konsolidasie, landmeter, registrasie van die servitute en registrasie van die eiendom in sy/haar naam waar van toepassing.

- 3.5 *That the purchase deal be finalized within a period of 6 months after allocation of the property, failing which the offer will expire irrevocably.*

Dat die kooptransaksie binne 'n periode van 6 maande vanaf datum van toekenning van die erf afgehandel word, by versuim waarvan, die aanbod onherroeplik verval.

NOTE: Annexures were distributed as part of the agenda for the Corporate Services Portfolio Committee meeting of 04 June 2018 (pg 48)

This item did not serve at the Executive Mayoral Committee meeting of 11 June 2018 as the meeting was cancelled
Hierdie item het nie by die Uitvoerende Burgemeesterskomitee vergadering van 11 Junie 2018 gedien nie, omdat die vergadering gekanselleer was.

The report is referred to the Council meeting for consideration.

Die verslag word na die Raadsvergadering verwys vir oorweging.

**APPLICATIONS FOR MUNICIPAL INFRASTRUCTURE GRANT (MIG) & REGIONAL BULK
INFRASTRUCTURE GRANT (RBIG) - VARIOUS PROJECTS (DIRECTOR ENGINEERING SERVICES)**

Purpose of report

To obtain approval from Council to apply for Municipal Infrastructure Grant (MIG) and Regional Bulk Infrastructure Grant (RBIG) funding for various capital projects.

Background

One of the conditions for applying for MIG and RBIG funding is that such applications must be approved by Council.

It is therefore proposed that applications for MIG and/or RBIG funding be considered by Council for the following capital projects:

1. Replacement of old water pipes as per the Pipeline Replacement Study.
2. Bulk Services for Boekenhoutskloof, Bonnievale Housing Project
3. Bulk Services for Mandela Square, Montagu Housing Project
4. Bulk Services for Robertson Heights, Robertson Housing Project
5. Bonnievale Storage Dam.
6. Upgrading of McGregor Water Treatment Works.
7. Upgrading of Robertson Waste Water Treatment Works.
8. Upgrading of King Edward Sports Ground in Montagu
9. Upgrading of Happy Valley Sports Ground in Bonnievale
10. Upgrading of Cogmanskloof Sports Ground in Ashton
11. Upgrading of Zolani Sports Ground In Ashton, Zolani
12. Upgrading of McGregor Sports Ground in McGregor
13. Upgrading of Ashton Cricket Field
14. Upgrading of Van Zyl Street Sports Ground, Robertson

RECOMMENDED:

That applications for MIG and/or RBIG funding be approved by Council for the following capital projects:

1. Replacement of old water pipes as per the Pipeline Replacement Study.
2. Bulk Services for Boekenhoutskloof, Bonnievale Housing Project
3. Bulk Services for Mandela Square, Montagu Housing Project
4. Bulk Services for Robertson Heights, Robertson Housing Project
5. Bonnievale Storage Dam.
6. Upgrading of McGregor Water Treatment Works.

7. Upgrading of Robertson Waste Water Treatment Works.
8. Upgrading of King Edward Sports Ground in Montagu
9. Upgrading of Happy Valley Sports Ground in Bonnievale
10. Upgrading of Cogmanskloof Sports Ground in Ashton
11. Upgrading of Zolani Sports Ground In Ashton, Zolani
12. Upgrading of McGregor Sports Ground in McGregor
13. Upgrading of Ashton Cricket Field
14. Upgrading of Van Zyl Street Sports Ground, Robertson

EXTENSION OF THE CONTRACT OF THE CHAIRPERSON - AUDIT & PERFORMANCE COMMITTEE - IN COMPLIANCE WITH SECTION 166(5) OF THE MFMA

Purpose

To obtain Council's approval for the extension of Mr. A Amod's contract as chairperson of Audit & Performance Committee in compliance with section 166(5) of the Municipal Finance Management Act 56 of 2003.

The objective is to extend the Audit & Performance Committee chairperson's contract by six months from 01 July 2018 – 31 December 2018.

Background

Langeberg Municipality entered in a contract with Mr A Amod as the chairperson of the Audit & Performance Committee with effect from 01 October 2016 – 30 June 2018.

This was in line with section 166(5) of the Municipal Finance Management Act 56 of 2003, which states that, the members of an audit committee must be appointed by the council of the municipality or, in the case of a municipal entity, by the council of the parent municipality. One of the members who is not in the employ of the municipality or municipal entity, must be appointed as the chairperson of the committee. No councillor may be a member of an audit committee.

On 15 April 2018 an Audit & Performance Committee member resigned from the Audit & Performance Committee.

Taking into consideration the above it is recommended that the chairperson's contract be extended by six months to give the municipality enough time to advertise the vacancies on the Audit & Performance Committee so as to ensure that during this period the municipality functions in a sound manner and also to ensure that council has enough time to appoint suitable members.

Financial Implications

Funding is available.

Applicable Legislation / Council Policy

Municipal Finance Management Act, section 166 (5) states:

the members of an audit committee must be appointed by the council of the municipality or, in the case of a municipal entity, by the council of the parent municipality. One of the members who is not in the employ of the municipality or municipal entity, must be appointed as the chairperson of the committee. No councillor may be a member of an audit committee.

In compliance with section 166(5) an advert has been placed in the Langeberg Municipality's website and on the Gazette, inviting potential members with the essential skills/experience to submit CV's by 30 June 2018.

RECOMMENDATION

That, in respect of the extension of the contract of the Chairperson of the Audit & Performance Committee in compliance with section 166(5) of the MFMA,

1. Council approves the extension of the contract of the Audit & Performance Committee with 6 months from 01 July 2018 – 31 December 2018.

IMPLEMENTATION OF WATER RESTRICTIONS (16/1/6) (DIRECTOR ENGINEERING SERVICES)**Purpose of Report**

To obtain approval from Council for the lifting of the current water restrictions.

Background

Implementation of water restrictions was approved by Council on 16 August 2017 and water restrictions Level 2 came into effect from 15 October 2017.

In March 2018, an update of the water situation was submitted to council, where after a decision was taken to lift the water restrictions to level 1 from 1 April 2018.

The bulk of Langeberg Municipality's raw water supply is from the Greater Brandvlei Government Water Scheme (GBGWS) that is managed by the Central Breede River Water User Association (CBRWUA).

Due to good rainfall in the catchment area of the Breede River, natural flow in the river is exceeding the demand and therefore the situation for each town is reassessed.

The water situation per town is as follow:

MONTAGU

CURRENT SOURCES KL PER MONTH VS CONSUMPTION CONSUMPTION PER KL PER MONTH 2015 / 2016							
Month 2015 / 2016	Consumption		Level 1 restrictions 10% reduction	Three Mountain Streams	CBR (70%)	Storage Dam	Storage Dam Capacity Remains
	Projected	Actual					
March	111600	80780	100440	34347	40176	6257	474083
April	96900	75350	87210	44164	38880	0	497820
May	84300	69080	75870	40595	30100	0	535000
June	73400		66060	44667	0	21393	513607
July	52800		47250	42189	0	5061	508546
August	69150		62235	51031	0	11204	497342
September	63500		57150	51821	0	5329	492013
October	93050		83745	45934	0	37811	454202

1. Storage dam capacity as on 12 March 2018.
2. Mountain streams yield used for calculation is average over 20 years.
3. Storage dams will still hold 454202m³ at the end of October 2018.

ROBERTSON

CURRENT SOURCES KL PER MONTH VS CONSUMPTION								
Month 2015 /2016	Consumption		Level 1 restrictions 10% reduction	Vrekhoek	Robertson canal	Hoopsriver	Dassieshoek / Kos Kok	Storage Dam Capacity Remains
	Projected	Actual						
March	233100	166844	209790	26784	142560	53568	0	
April	197240	161581	177516	25920	77760	51840		835000
May	164200	156505	147780	26784	76153	53568	0	725000
June	147600		132840	25920	550800	51840	0	725000
July	158210		142389	26784	62037	53568	0	725000
August	160200		144180	26784	63828	53568	0	725000
September	171800		154620	25920	76860	51840	0	725000
October	210200		189180	26784	77760	53568	31068	693932

1. Storage dam capacity as on 12 March 2018.
2. Mountain streams yield used for calculation as current flow rate.
3. Storage dams will still hold 693932m³ at the end of October 2018.
4. Willem Nelsrivier farmers - 108000m³ end April 2018.

ASHTON

CURRENT SOURCES KL PER MONTH VS CONSUMPTION								
Month 2015 /2016	Consumption		Level 1 restrictions 10% reduction	Breede river pump station	CBR	Robertson canal (50%)	Storage dam	Storage dam capacity remains
	Projected	Actual						
March	233700	168817	210330	209952	500			
April	179400	138651	161460	155520	5940			0
May	124300	106725	111870	86609	0	25261		118450
June	114500		103050	77760	0	25290	0	119709
July	99410		89469	80352	0	9117	0	119709
August	90700		81630	80352	0	1278	0	119709
September	89400		80460	77760	0	2700	0	119709
October	104460		94014	80352	0	13662	0	119709

1. Outlet from Brandvlei reduced to a third on 19 March 2018
2. Natural flow in Breede River exceeding demand
3. CBR - 70% of yearly yield at 15 l/s
4. Using floating pump to supply water to pump station from 25 May 2018 if necessary
5. Operating 1 pump from Breede River pump station from 25 May 2018 with capacity of 30 l/s.

BONNIEVALE

CURRENT SOURCES KL PER MONTH VS CONSUMPTION						
Month 2015 /2016	Consumption		Level 1 restrictions 10% reduction	Breede River pump	Zanddrift Canal	Average daily flow litres per second
	Projected	Actual				
March	140000	117010	126000	45648	80352	48.6
April	136000	109550	122400	44640	77760	45.7
May	121270	108150	109143	43935	62208	40.7
June	101600		91440	91440	0	35.3
July	108400		97560	97560	0	36.4
August	117000		105300	105300	0	39.3
September	118900		107010	107010	0	41.3
October	133600		120240	120240	0	44.9

1. Breede River pump station capacity 55 l/s.
2. Average flow rate in Breede River at pump station 250 l/s.
3. Natural flow in Breede River exceeding demand

It was resolved by Council on 29 May 2018 that the Executive Mayor and the Municipal Manager be authorised to lift water restrictions depending on a report regarding the present water situation in the Langeberg Municipality as per the resolution below:

MINUTES OF AN ORDINARY MEETING OF COUNCIL OF THE LANGEBERG MUNICIPALITY HELD ON 29 MAY 2017 AT 10H00 IN THE COUNCIL CHAMBERS

7. Verklarings en Mededelings deur die Burgemeester / Statements and Announcements by the Mayor.

Die Uitvoerende Burgemeester het sy dank aan die raadslede uitgespreek vir hul werk en aktiwiteite die afgelope tyd. Hy het hul geluk gewens met die ontwikkelings in hul wyke.

Betreffende die waterbeperkings kondig hy aan dat 'n verslag afgewag word om die waterbeperkings op te hef. Hy versoek dat die Raad homself en die Munisipale Bestuurder sal magtig om die waterbeperkings op te hef sodra dié verslag ontvang word. Die Raad stem eenparig hiertoe in en die Uitvoerende Burgemeester en die Munisipale Bestuurder word dienoreenkomstig gemagtig.

Council resolved:

1. That all water restrictions be cancelled from the 1 June 2018.
2. That the situation be re-assessed at the end of September 2018.

According to Council Resolution A2999 dated 24 June 2014, the System of Delegations states as follows:

113 **Emergency Decision-making**

1. *To decide on and acts in cases requiring an immediate decision, in consultation with the Executive Mayor or Deputy Mayor or Speaker. If the Executive Mayor or Deputy Mayor or Speaker is not available, then only in exceptional cases the Municipal Manager may act on his/her own initiative.*
 - a) *This delegation may only be exercised in an emergency or in exceptional circumstances which may severely prejudice and have a detrimental impact on the Municipality and/or its residents, without detracting from the principle of accountability.*
 - b) *This power cannot be delegated or sub-delegated and whenever it is exercised, a report must be submitted to Council as soon as possible.*

The lifting of water restrictions can therefore not be delegated to the Executive Mayor and / or the Municipal Manager as it is not an emergency or exceptional circumstances as per the Council's approved System of Delegations.

The water restrictions can in practice also only be lifted as from the first meter reading and billing cycle after 1 June 2018, as penalty water tariffs are applicable.

The lifting of water restrictions also need to be communicated to all residents.

RECOMMENDED

1. That all water restrictions be lifted as from the first meter reading and billing cycle after 01 June 2018.
2. That the water situation be re-assessed after 30 September 2018 to determine if water restrictions should be imposed.
3. That the lifting of water restrictions be communicated to all residents within the Langeberg municipal area.

PERFORMANCE AGREEMENTS FOR ALL DIRECTORS & MUNICIPAL MANAGER FOR 2018 / 2019 (5/1/3)
(DIRECTOR: STRATEGY & SOCIAL DEVELOPMENT)

Purpose of report

To submit a report to Council regarding the Performance agreements and Performance plans for all senior managers for the 2018/ 2019 financial year.

Background

Section 53 of the Municipal Finance Management Act, 56 of 2003, requires that

53. (1) The mayor of a municipality must-

- (a) provide general political guidance over the budget process and the priorities that must guide the preparation of a budget;
- (b) co-ordinate the annual revision of the integrated development plan in terms of section 34 of the Municipal Systems Act and the preparation of the annual budget, and determine how the integrated development plan is to be taken into account or revised for the purposes of the budget; and
- (c) take all reasonable steps to ensure
 - (i) that the municipality approves its annual budget before the start of the budget year;
 - (ii) that the municipality's service delivery and budget implementation plan is approved by the mayor within 28 days after the approval of the budget; and
 - (iii) that the annual performance agreements as required in terms of section 57(1)(b) of the Municipal Systems Act for the municipal manager and all senior managers
 - (aa) comply with this Act in order to promote sound financial management;
 - (bb) are linked to the measurable performance objectives approved with the budget and to the service delivery and budget implementation plan; and
 - (cc) are concluded in accordance with section 57(2) of the Municipal Systems Act

Comments:

The relevant performance agreements and performance plans for 2018/2019 **are attached** as annexures to this report.

Recommendation / Aanbeveling

1. That the individual scorecards of Section 57 appointees be noted by Council.

Dat die Raad kennis neem van die individuele metingskaarte van Artikel 57 aanstellings.

2. That the 2018 / 2019 scorecards be forwarded to the relevant Provincial department for information.

Dat die 2018 / 2019 metingskaarte aan die betrokke Provinsiale Departement ter inligting aangestuur word.

(A 3644)

LANEBERG MUNICIPALITY

**Performance Agreement
for the financial year 1 July 2018 – 30 June 2019**

MUNICIPAL MANAGER

Performance agreement made and entered into by and between

The Langeberg Municipality and represented by the Executive Mayor (*herein and after referred as Employer*)

and

Soyisile Andreas Mokweni the Municipal Manager (*herein and after referred as Employee*) for the period 1 July 2018 to 30 June 2019

Where as

- a. 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 as "the Parties";
- b. 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;
- c. 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 promote local government goals; and
- d. The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act.

1. INTERPRETATION

1.1 In this Agreement the followings terms will have the meaning ascribed thereto:

1.1.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.1.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 60 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;

1.1.3 "the Employee" means the Municipal Manager appointed in terms of Section 54A of the Systems Act;

1.1.4 "the Employer" means the Municipality; and

1.1.5 "the Parties" means the Employer and Employee.

2

Executive Mayor: _____ MM: _____

2. PURPOSE OF THIS AGREEMENT

- 2.1 To comply with the provisions of Section 57(1)(b),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
- 2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 To monitor and measure performance against set targeted outputs and outcomes;
- 2.5 To establish a transparent and accountable working relationship;
- 2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and
- 2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2018 and will remain in force until 30 June 2019 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;
- 3.4 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; and
- 3.5 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

3
Executive Mayor: _____ MM: _____

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15

4
Executive Mayor: _____ MM: _____

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;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 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:
 - 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a indicator has been achieved by the employee;
 - 4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 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 adopted for the employees 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 employees and service providers to perform to the standards required;

5

Executive Mayor: _____ MM: _____

- 5.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators (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, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee;
- 5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are split into two groups, leading competencies that drive strategic intent and direction and core competencies, which drive the execution of the leading competencies.

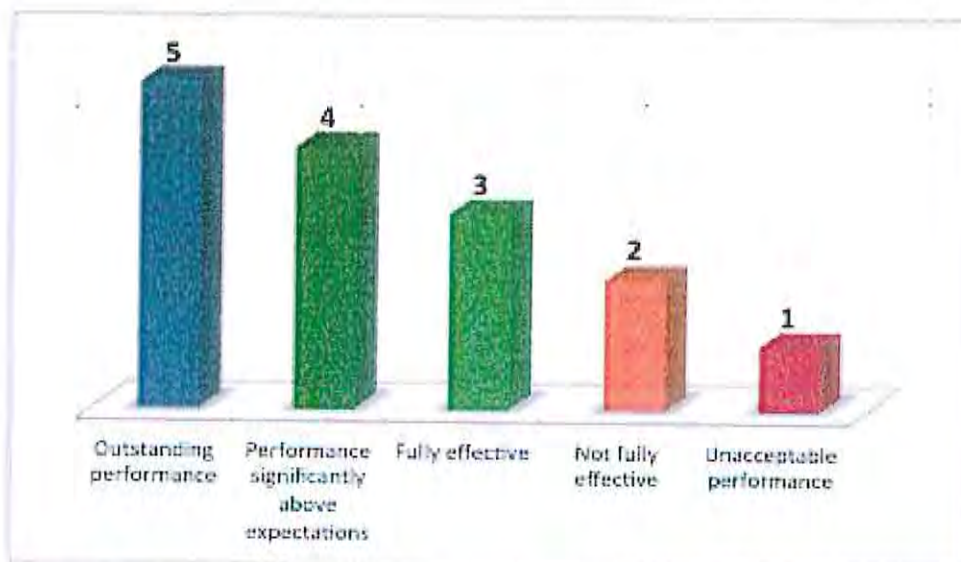
6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out key performance indicators and competencies that needs to be evaluated in terms of –
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 During 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 also be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;

- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
- 6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met (qualitative and quantitative) and with due regard to ad-hoc tasks that had to be performed under the KPI;
- 6.6.2 A rating on the five-point scale described in 6.9 below shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
- 6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;
- 6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and
- 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the Competencies:
- 6.7.1 Each Competency will be assessed in terms of the descriptions provided (Annexure B) during the mid-year and year-end reviews;
- 6.7.2 A rating on the five-point scale described in 6.10 below shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and
- 6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.8 Overall rating
- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and
- 6.8.2 Such overall rating represents the outcome of the performance appraisal.
- 6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:

7

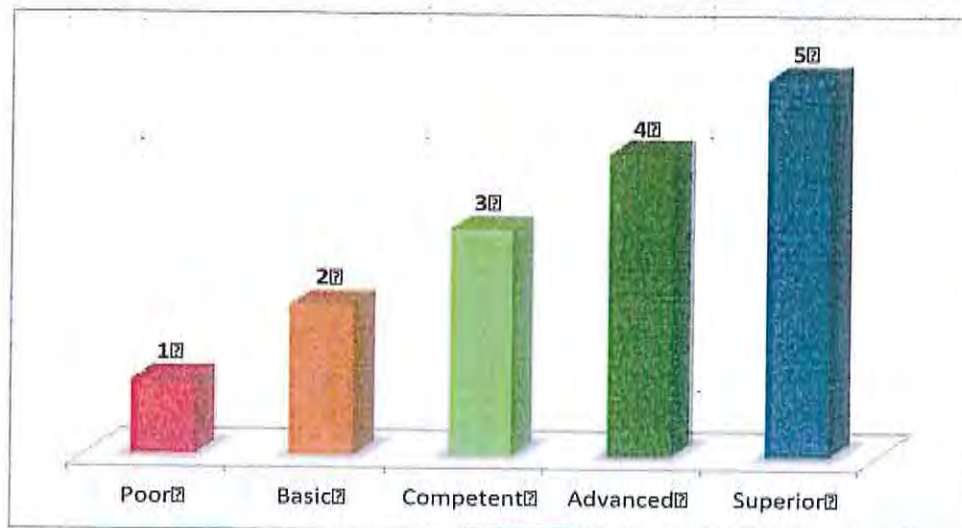
Executive Mayor: _____ MM: _____



Terminology	Description
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.
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.
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.
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.
Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that they 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.

6.10 The assessment of the competencies will be based on the following rating scale:

8
Executive Mayor: _____ MM: _____



Achievement Level	Description
Poor	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.
Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods.

6.11 For purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established –

6.11.1 Executive Mayor;

6.11.2 Mayor / Municipal Manager from another municipality;

6.11.3 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee;

6.11.4 The Member of the Mayoral Committee; and

6.11.5 A member of the community.

6.12 The Executive Mayor will evaluate the performance of the Employee as at the end of the 1st and 3rd quarters and document a summary of the discussions; and

9

Executive Mayor: _____ MM: _____

- 6.13 The Executive Mayor will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings.

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of the Employee in relation to his performance agreement shall be reviewed for the following quarters with the understanding that the reviews in the first and the third quarter may be verbal if performance is satisfactory:

Quarter	Months	Evaluation
	Quarter 1	
2	October - December	
	Quarter 3	
4	April - June	

- 7.2 The Employer shall keep a record of the year-end 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.
- 31/03/ The Employee will be fully consulted before any such change is made; and
- 7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such Plan may be implemented and/or amended as the case may be after each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

10
Executive Mayor: _____ MM: _____

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 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 assisting him 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 its 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 clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

- 11.1 The evaluation of the Employee's performance will form the basis for acknowledging outstanding performance or correcting unacceptable performance;

11
Executive Mayor: _____ MM: _____

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter;

11.1 The performance bonus will be awarded pro-rata according to the period of this agreement based on the following scheme:

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of total package
65% - 69%	Average Performance	2% of total package
70% - 74%	Fair Performance	3% of total package
75% - 79%	Good Performance	4% of total package
80% - 100%	Excellent Performance	5% of total package

11.2 In the event of the Employee terminating his services during the validity period of this Agreement, but only after three months after the start of this agreement's inception date, the Employee's performance will be evaluated for the period during which he/she was employed and he/she will be entitled to a pro-rata performance bonus based on his/her evaluated performance for the period of actual service; and

11.3 The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 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.

13. DISPUTE RESOLUTION

- 13.1 Disputes will be dealt with in terms of Section 33 of the Local Government: Municipal Performance Regulations for Municipal Managers and managers directly accountable to Municipal Managers (Regulation 805 of August 2006).
- 13.2 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,
- (a) must be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee,
 - (b) or any other person designated by the MEC whose decision shall be final and binding on both parties
- 13.3 Any disputes about the outcome of the employee's performance evaluation,
- (a) must be mediated by the MEC for local government in the province within thirty (30) days of receipt of a formal dispute from the employee,
 - (b) or any other person designated by the MEC whose decision shall be final and binding on both parties.

14. GENERAL

- 14.1 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; and
- 14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at _____ on the _____ day June of 2018.

AS WITNESSES:

1. _____

MUNICIPAL MANAGER

2. _____

Thus done and signed at _____ on the _____ day June of 2018.

AS WITNESSES:

1. _____

EXECUTIVE MAYOR

2. _____

14
Executive Mayor: _____ MM: _____

Performance Plan

Municipal Manager

The Performance Plan sets out:

- a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and
- b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

Performance should be evaluated:

- a) Quarterly of which the annual evaluation must be done by the panel as constituted in paragraph 6.11 of the agreement;
- b) Performance should be assessed on a scale of 1 – 5 as outlined in paragraphs 6.9 – 6.10 of the agreement;
- c) In the instance where an indicator do not have a target or is not applicable due to valid reason or where the performance could not be delivered for a valid reason outside of the control of employee, the indicator will not be evaluated, the weighting will be cancelled and the score total will be re-calculated to calculate the final score;
- d) The employee must submit his/her assessment of his/her own performance to the employer three days prior to the assessment date.

KEY PERFORMANCE INDICATORS

The key performance areas, the performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for **eighty percent** of the total employee assessment score.

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
SDBIP Graph	Municipal Transformation and Institutional Development	Oversee and monitor that 90% of the KPI's of the Directorate: Financial Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Oversee and monitor that 90% of the KPI's of the Directorate: Corporate Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Oversee and monitor that 90% of the KPI's of the Director: Engineering Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Oversee and monitor that 90% of the KPI's of the Director: Community Services are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Oversee and monitor that 90% of the KPI's of the Director: Strategic and Social Development are achieved	90% of the KPI's of the directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Internal Audit	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
T1	Good Governance and Public Participation	Conduct two (2) formal evaluations of directors in terms of their signed agreements	Number of formal evaluations conducted	2	Evaluation report and signed scoring sheets	1	0	1	0	4
T2	Basic Service	The percentage of the municipal capital budget spent on projects as at 30 June	% of capital budget spent	90%	Monthly section 71 reports submitted and	0%	40%	60%	95%	3

Ref No.	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
	Delivery	2019 {(Actual amount spent on capital projects excluding orders/Total amount budgeted for capital projects)/X100}			annual financial statements					
T3	Good Governance and Public Participation	Develop an Audit Action Plan by 31 January 2019 from the final management report issued by the AG and submit to MM and Audit Committee for approval	Audit Action Plan developed and submitted to MM and Audit Committee	1	Proof of submission to the Municipal Manager	0	0	1	0	5
T4	Good Governance and Public Participation	Develop a Risk Based Audit Plan and submit to the MM and Audit Committee by 30 June 2019	Risk Based Audit Plan developed and submitted to MM and Audit Committee	1	Minutes of Audit Committee meeting during which risk based audit plan was discussed	0	0	0	1	5
D1	Good Governance and Public Participation	Respond to all external COMAF's received within 5 working days after receipt	% of external COMAF's responded to within 5 working days	100%	Confirmation of receipt of response	100%	100%	0	0	5
D2	Good Governance and Public Participation	Oversee the compilation and submission of the final IDP to Council by 31 May 2018	Final IDP submitted to Council by 31 May	1	Minutes of council meeting during which reviewed IDP was discussed	0	0	0	1	5
D3	Good Governance and Public Participation	Oversee the compilation and submission of the final annual budget to Council by 31 May 2018	Final budget submitted to council 31 May	1	Minutes of council meeting during which the Budget was submitted for approval	0	0	0	1	5
D4	Good Governance and Public Participation	Oversee the compilation and submission of the Final Annual Report to Council by 31 March 2018	Report submitted by 31 March	1	Council Minutes	0	0	1	0	4
D5	Good Governance and Public Participation	Oversee the compilation and submission of the Oversight Report to Council by 31 March 2018	Report submitted to Council by 31 March	1	Minutes of council meeting during which report was discussed	0	0	1	0	4
D6	Good Governance and Public Participation	Oversee the compilation and submission of the Top Layer SDBIP to the Mayor for approval	Top Layer SDBIP submitted to the Mayor within 14 days after the annual budget has been approved	1	Acknowledgement of receipt from the Mayor	0	0	0	1	4

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
D7	Good Governance and Public Participation	Oversee the compilation and submission of monthly reports in terms of Section 71 of the MFMA to Council	Number of reports submitted to Council	12	Minutes of council meeting during which report was discussed	3	3	3	3	4
D8	Good Governance and Public Participation	Oversee the compilation and submission of the Mid-Year Performance Report in terms of Sect 72 of the MFMA to Council by 31 January 2018	Report submitted to Council by 31 January	1	Report and minutes of Council meetings during which the report was discussed	0	0	1	0	4
D9	Good Governance and Public Participation	Oversee the Compilation and submission of quarterly performance reports to Council	Number of reports submitted to Council	4	Agenda of the Council meetings	1	1	1	1	5
D10	Municipal Transformation and Institutional Development	Maintain sound Labour relations in workplace	Number of meetings held	4	Minutes of the meetings	1	1	1	1	3
D11	Good Governance and Public Participation	Quarterly meetings with the Mayor to provide feedback on Service Delivery matters	Number of meetings held	4	Minutes of the meetings	1	1	1	1	4
D12	Good Governance and Public Participation	Report quarterly to council on progress made with the implementation of Council Resolutions	Number of reports submitted	New KPI	Proof of submission	1	1	1	1	4
TOTAL										80

COMPETENCIES

The competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014. The assessment of these competencies will account for **twenty percent** of the total employee assessment score.

Annexure B describes the different achievement levels for each Competency and should therefore form part of this section of the Performance Plan.

Competency	Definition	Weight
LEADING COPETENCIES		
Strategic direction and leadership	Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate. It includes: <ul style="list-style-type: none"> • Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness 	1.67
People management	Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives. It includes: <ul style="list-style-type: none"> • Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management 	1.67
Programme and project management	Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives. It includes: <ul style="list-style-type: none"> • Program and project planning and implementation • Service delivery management • Program and project monitoring and evaluation 	1.67
Financial management	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. It includes: <ul style="list-style-type: none"> • Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery 	1.67
Change leadership	Able to direct and initiate transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community. It includes: <ul style="list-style-type: none"> • Change vision and strategy 	1.67

Competency	Definition	Weight
	<ul style="list-style-type: none"> • Process design and improvement • Change impact monitoring and evaluation 	
Governance leadership	<p>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. It includes:</p> <ul style="list-style-type: none"> • Policy formulation • Risk and compliance management • Cooperative governance 	1.67
CORE COMPETENCIES		
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and display behaviour that reflects moral competence.	1.67
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.	1.67
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.	1.67
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	1.67
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 to achieve the desired outcome.	1.67
Results and quality focus	Able to maintain high quality standards, focus on achieving results and objectives while consistency striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.	1.67
	TOTAL	20

Competency Framework

LEADING COMPETENCIES		ACHIEVEMENT LEVELS		
Strategic Direction and Leadership		Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate		
COMPETENCY NAME :		ACHIEVEMENT LEVELS		
COMPETENCY DEFINITION :		ACHIEVEMENT LEVELS		
BASIC		COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">Understand Institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandateDescribe how specific tasks link to institutional strategies but has limited influence in directing a strategyHas a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective wholeDemonstrate basic understanding of key decision makers	<ul style="list-style-type: none">Give direction to a team in realising the institution's strategic mandate and set objectivesHas a positive impact and influence on the morale, engagement and participation of team membersDevelop action plans to execute and guide strategyAssist in defining performance measures to monitor the progress and effectiveness of the institutionDisplays an awareness of institutional structures and political factorsEffectively communicate barriers to execution to relevant partiesProvide guidance to all stakeholders in the achievement of the strategic mandateUnderstand the aim and objectives of the institution and relate it to own work	<ul style="list-style-type: none">Evaluate all activities to determine value and alignment to strategic intentDisplay in-depth knowledge and understanding of strategic planningAlign strategy and goals across all functional areasActively define performance measures to monitor the progress and effectiveness of the institutionConsistently challenge strategic plans to ensure relevanceUnderstand institutional structures and political factors, and the consequences of actionsEmpower others to follow the strategic direction and deal with complex situationsGuide the institution through complex and ambiguous concernUse understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances	<ul style="list-style-type: none">Structure and position the institution to local government prioritiesActively use in-depth knowledge and understanding to develop and implement a comprehensive institutional frameworkHold self-accountable for strategy execution and resultsProvide impact and influence through building and maintaining strategic relationshipsCreate an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actionsIntegrate various systems into a collective whole to optimise institutional performance managementUses understanding of competing interests to maneuver successfully to a win-win outcome	

CLUSTER :		LEADING COMPETENCIES		
COMPETENCY NAME :		People Management		
COMPETENCY DEFINITION :		Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives		
		ACHIEVEMENT LEVELS		
BASIC		COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">• Participate in team goalsetting and problem solving• Interact and collaborate with people of diverse backgrounds• Aware of guidelines for employee development, but requires support in implementing development initiatives	<ul style="list-style-type: none">• Seek opportunities to increase team contribution and responsibility• Respect and support the diverse nature of others and be aware of the benefits of a diverse approach• Effectively delegate tasks and empower others to increase contribution and execute functions optimally• Apply relevant employee legislation fairly and consistently• Effectively identify capacity requirements to fulfill the strategic mandate	<ul style="list-style-type: none">• Identify ineffective team and work processes and recommend remedial interventions• Recognise and reward effective and desired behavior• Provide mentoring and guidance to others in order to increase personal effectiveness• Identify development and learning needs within the team• Inspire a culture of performance excellence by giving positive and constructive feedback to the team• Achieve agreement or consensus in adversarial environments• Lead and unite diverse teams across divisions to achieve institutional objectives	<ul style="list-style-type: none">• Develop and incorporate best practice people management processes, approaches and tools across the institution• Foster a culture of discipline, responsibility and accountability• Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution• Develop comprehensive integrated strategies and approaches to human capital development and management• Actively identify trends and predict capacity requirements to facilitate unified transition and performance management	

CLUSTER :	LEADING COMPETENCIES			
COMPETENCY NAME :	Program and Project Management			
COMPETENCY DEFINITION :	Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives			
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">• initiate projects after approval from higher authorities• Understand procedures of program and project management methodology, implications and stakeholder involvement• Understand the rational of projects in relation to the institution's strategic objectives• Document and communicate factors and risk associated with own work• Use results and approaches of successful project implementation as guide	<ul style="list-style-type: none">• Establish broad stakeholder involvement and communicate the project status and key milestones• Define the roles and responsibilities of the project team and create clarity around expectations• Find a balance between project deadline and the quality of deliverables• Identify appropriate project resources to facilitate the effective completion of the deliverables• Comply with statutory requirements and apply policies in a consistent manner• Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation	<ul style="list-style-type: none">• Manage multiple programs and balance priorities and conflicts according to institutional goals• Apply effective risk management strategies through impact assessment and resource requirements• Modify project scope and budget when required without compromising the quality and objectives of the project• Involve top-level authorities and relevant stakeholders in seeking project buy-in• Identify and apply contemporary project management methodology• Influence and motivate project team to deliver exceptional results• Monitor policy implementation and apply procedures to manage risks	<ul style="list-style-type: none">• Understand and conceptualise the long-term implications of desired project outcomes• Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives• Influence people in positions of authority to implement outcomes of projects• Lead and direct translation of policy into workable action plans• Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed	

CLUSTER :	LEADING COMPETENCIES			
COMPETENCY NAME :	Financial Management			
COMPETENCY DEFINITION :	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			
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Understand basic financial concepts and methods as they relate to institutional processes and activitiesDisplay awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systemsUnderstand the importance of financial accountabilityUnderstand the importance of asset control	<ul style="list-style-type: none">Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelateAssess, identify and manage financial risksAssume a cost-saving approach to financial managementPrepare financial reports based on specified formatsConsider and understand the financial implications of decisions and suggestionsEnsure that delegation and instructions as required by National Treasury guidelines are reviewed and updatedIdentify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget	<ul style="list-style-type: none">Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibilityPrepare budgets that are aligned to the strategic objectives of the institutionAddress complex budgeting and financial management concernsPut systems and processes in place to enhance the quality and integrity of financial management practicesAdvise on policies and procedures regarding asset controlPromote National Treasury's regulatory framework for Financial Management	<ul style="list-style-type: none">Develop planning tools to assist in evaluating and monitoring future expenditure trendsSet budget frameworks for the institutionSet strategic direction for the institution on expenditure and other financial processesBuild and nurture partnerships to improve financial management and achieve financial savingsActively identify and implement new methods to improve asset controlDisplay professionalism in dealing with financial data and processes	

CLUSTER :		LEADING COMPETENCIES		
COMPETENCY NAME :		Change Leadership		
COMPETENCY DEFINITION :		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		
		ACHIEVEMENT LEVELS		
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">• Display an awareness of change interventions and the benefits of transformation initiatives• Able to identify basic needs for change• Identify gaps between the current and desired state• Identify potential risk and challenges to transformation, including resistance to change factors• Participate in change programs and piloting change interventions• Understand the impact of change interventions on the institution within the broader scope of local government	<ul style="list-style-type: none">• Perform an analysis of the change impact on the social, political and economic environment• Maintain calm and focus during change• Able to assist team members during change and keep them focused on the deliverables• Volunteer to lead change efforts outside of own work team• Able to gain buy-in and approval for change from relevant stakeholders• Identify change readiness levels and assist in resolving resistance to change factors• Design change interventions that are aligned with the institution's strategic objectives and goals	<ul style="list-style-type: none">• Actively monitor change impact and results and convey progress to relevant stakeholders• Secure buy-in and sponsorship for change initiatives• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change programs• Take the lead in impactful change programs• Benchmark change interventions against best change practices• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation• Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation	<ul style="list-style-type: none">• Sponsor change agents and create a network of change leaders who support the interventions• Actively adapt current structures and processes to incorporate the change interventions• Mentor and guide team members on the effects of change, resistance factors and how to integrate change• Motivate and inspire others around change initiatives	

CLUSTER :	LEADING COMPETENCIES		
COMPETENCY NAME :	Governance Leadership		
COMPETENCY DEFINITION :	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		
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirementsUnderstand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholdersProvide input into policy formulation	<ul style="list-style-type: none">Display a thorough understanding of governance and risk and compliance factors and implement plans to address theseDemonstrate understanding of the techniques and processes for optimising risk taking decisions within the institutionActively drive policy formulation within the institution to ensure the achievement of objectives	<ul style="list-style-type: none">Able to link risk initiatives into key institutional objectives and driversIdentify, analyse and measure risk, create valid risk forecasts and map risk profilesApply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectivesDemonstrate a thorough understanding of risk retention plansIdentify and implement comprehensive risk management systems and processesImplement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement	<ul style="list-style-type: none">Demonstrate a high level of commitment in complying with governance requirementsImplement governance and compliance strategy to ensure achievement of institutional objectives within the legislative frameworkAble to advise local government on risk management, best practice interventions and compliance managementAble to forge positive relationships on cooperative governance level to enhance the effectiveness of local governmentAble to shape, direct and drive the formulation of policies on a macro level

CLUSTER :		CORE COMPETENCIES		
COMPETENCY NAME :		Moral Competence		
COMPETENCY DEFINITION :		Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence		
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Realise the impact of acting with integrity, but requires guidance and development in implementing principlesFollow basic rules and regulations of the institutionAble to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent	<ul style="list-style-type: none">Conduct self in alignment with the values of local government and the institutionAble to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliverActively report fraudulent activity and corruption with local governmentUnderstand and honor the confidential nature of matters without seeking personal gainAble to deal with situations of conflict of interest promptly and in the best interest of local government	<ul style="list-style-type: none">Identify, develop and apply measures of self-correctionAble to gain trust and respect through aligning actions with commitmentsMake proposals and recommendations that are transparent and gain the approval of relevant stakeholdersPresent values, beliefs and ideas that are congruent with the institution's rules and regulationsTakes an active stance against corruption and dishonesty when notedActively promote the value of the institution to internal and external stakeholdersAble to work in unity with a team and not seek personal gainApply universal moral principles consistently to achieve moral decisions	<ul style="list-style-type: none">Create an environment conducive of moral practicesActively develop and implement measures to combat fraud and corruptionSet integrity standards and shared accountability measures across the institution to support the objectives of local governmentTake responsibility for own actions and decisions, even if the consequences are unfavorable	

CLUSTER :		CORE COMPETENCIES			
COMPETENCY NAME :		Planning and Organising			
COMPETENCY DEFINITION :		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			
		ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR		
<ul style="list-style-type: none">• Able to follow basic plans and organise tasks around set objectives• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans• Able to follow existing plans and ensure that objectives are met• Focus on short-term objectives in developing plans and actions• Arrange information and resources required for a task, but require further structure and organisation	<ul style="list-style-type: none">• Actively and appropriately organise information and resources required for a task• Recognise the urgency and importance of tasks• Balance short and long-term plans and goals and incorporate into the team's performance objectives• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources• Measures progress and monitor performance results	<ul style="list-style-type: none">• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation• Identify in advance required stages and actions to complete tasks• Schedule realistic timelines, objectives and milestones for tasks and projects• Produce clear, detailed and comprehensive plans to achieve institutional objectives• Identify possible risk factors and design and implement appropriate contingency plans• Adapt plans in light of changing circumstances• Prioritise tasks and projects according to their relevant urgency and importance	<ul style="list-style-type: none">• Focus on broad strategies and initiatives when developing plans and actions• Able to protect and forecast short, medium and long term requirements of the institution and local government• Translate policy into relevant projects to facilitate the achievement of institutional objectives		

CLUSTER:	CORE COMPETENCIES			
COMPETENCY NAME :	Analysis and Innovation			
COMPETENCY DEFINITION :	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			
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Understand the basic operation of analysis, but lack detail and thoroughnessAble to balance independent analysis with requesting assistance from othersRecommend new ways to perform tasks within own functionPropose simple remedial interventions that marginally challenges the status quoListen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking	<ul style="list-style-type: none">Demonstrate logical problem solving techniques and approaches and provide rationale for recommendationsDemonstrate objectivity, insight and thoroughness when analysing problemsAble to break down complex problems into manageable parts and identify solutionsConsult internal and external stakeholders on opportunities to improve processes and service deliveryClearly communicate the benefits of new opportunities and innovative solutions and stakeholdersContinuously identify opportunities to enhance internal processesIdentify and analyse opportunities conducive to innovative approaches and propose remedial intervention	<ul style="list-style-type: none">Coaches team members on analytical and innovative approaches and techniquesEngage with appropriate individuals in analysing and resolving complex problemsIdentify solutions on various areas in the institutionFormulate and implement new ideas throughout the institutionAble to gain approval and buy-in for proposed interventions from relevant stakeholdersIdentify trends and best practices in process and service delivery and propose institutional applicationContinuously engage in research to identify client needs	<ul style="list-style-type: none">Demonstrate complex analytical and problem solving approaches and techniquesCreate an environment conducive to analytical and fact-based problem solvingAnalyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrenceCreate an environment that fosters innovative thinking and follows a learning organisation approachBe a thought leader on innovative customer service delivery and process optimisationPlay an active role in sharing best practice solutions and engage in national and international local government seminars and conferences	

CLUSTER :		CORE COMPETENCIES		
COMPETENCY NAME :		Knowledge and Information Management		
COMPETENCY DEFINITION :		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		
		ACHIEVEMENT LEVELS		
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">• Collect, categorise and track relevant information required for specific tasks and projects• Analyse and interpret information to draw conclusions• Seek new sources of information to increase the knowledge base• Regularly share information and knowledge with internal stakeholders and team members	<ul style="list-style-type: none">• Use appropriate information systems and technology to manage institutional knowledge and information sharing• Evaluate data from various sources and use information effectively to influence decisions and provide solutions• Actively create mechanisms and structures for sharing information• Use external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency	<ul style="list-style-type: none">• Effectively predict future information and knowledge management requirements and systems• Develop standards and processes to meet future knowledge management needs• Share and promote best-practice knowledge management across various institutions• Establish accurate measures and monitoring systems for knowledge and information management• Create a culture conducive of learning and knowledge sharing• Hold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches	<ul style="list-style-type: none">• Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and information• Establish partnerships across local government to facilitate knowledge management• Demonstrate a mature approach• Recognise and exploit knowledge points in interactions with internal and external stakeholders	

CORE COMPETENCIES	
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 to achieve the desired outcome	
ACHIEVEMENT LEVELS	
BASIC	COMPETENT
<ul style="list-style-type: none">Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such toolsExpress ideas in a clear and focused manner, but does not always take the audience into considerationDisseminate and convey information and knowledge adequately	<ul style="list-style-type: none">Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivatingAble to understand, tolerate and appreciate diverse perspectives, attitudes and beliefsAdapt communication content and style to suit the audience and facilitate optimal information transferDeliver content in a manner that gains support, commitment and agreement from relevant stakeholdersCompile clear, focused, concise and well-structured written documents
ADVANCED	SUPERIOR
<ul style="list-style-type: none">Effectively communicate high-risk and sensitive matters to relevant stakeholdersDevelop a well-defined communication strategyBalance political perspectives with institutional needs when communicating viewpoints on complex issuesAble to effectively direct negotiations around complexMarket and promote the institution to external stakeholders and seek to enhance a positive image of the institutionAble to communicate with the media with high levels of moral competence and discipline	<ul style="list-style-type: none">Regarded as a specialist in negotiations and representing the institutionAble to inspire and motivate others through positive communication that is impactful and relevantCreates an environment conducive to transparent and productive communication and critical appreciate conversationsAble to coordinate negotiations at different levels within local government and externally

CLUSTER :		CORE COMPETENCIES		
COMPETENCY NAME :		Results and Quality Focus		
COMPETENCY DEFINITION :		Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives		
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Understand quality of work but requires guidance in attending to important mattersShow a basic commitment to achieving the correct resultsProduce the minimum level of results required in the roleProduce outcomes that is of a good standardFocus on the quantity of output but requires development in incorporating the quality of workProduce quality work in general circumstances, but fails to meet expectation when under pressure	<ul style="list-style-type: none">Focus on high-priority actions and does not become distracted by lower-priority activitiesDisplay firm commitment and pride in achieving the correct resultsSet quality standards and design processes and tasks around achieving set standardsProduce output of high qualityAble to balance the quantity and quality and quality of results in order to achieve objectivesMonitors progress, quality of work and use of resources; provide status updates and make adjustments as needed	<ul style="list-style-type: none">Consistently verify own standards and outcomes to ensure quality outputFocus on the end result and avoids being distractedDemonstrate a determined and committed approach to achieving results and quality standardsFollow task and projects through to completionSet challenging goals and objectives to self and team and display commitment to achieving expectationsMaintain a focus on quality outputs when placed under pressureEstablishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution	<ul style="list-style-type: none">Coach and guide others to exceed quality standards and resultsDevelop challenging, client-focused goals and sets high standards for personal performanceCommit to exceed the results and quality standards, monitor own performance and implement remedial interventions when requiredWork with team to set ambitious and challenging team goals, communicating long- and short term expectationsTake appropriate risks to accomplish goalsOvercome setbacks and adjust action plans to realise goalsFocus people on critical activities that yield a high impact	

(A 3644)

LANGEBERG MUNICIPALITY

**Performance Agreement
for the financial year 1 July 2018 – 30 June 2019**

DIRECTOR: STRATEGIC AND SOCIAL DEVELOPMENT

Performance agreement made and entered into by and between

The Langeberg Municipality and represented by the Municipal Manager (*herein and after referred as Employer*)

and

Celeste Matthys, the Director: Strategic and Social Development (*herein and after referred as Employee*) for the period 1 July 2018 to 30 June 2019

Where as

- a. 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 as "the Parties";
- b. 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;
- c. 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 promote local government goals; and
- d. The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act.

1. INTERPRETATION

- 1.1 In this Agreement the followings terms will have the meaning ascribed thereto:
 - 1.1.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;
 - 1.1.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 60 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;
 - 1.1.3 "the Employee" means the Director appointed in terms of Section 56 of the Systems Act;
 - 1.1.4 "the Employer" means the Municipality; and
 - 1.1.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

- 2.1 To comply with the provisions of Section 57(1)(b),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
- 2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 To monitor and measure performance against set targeted outputs and outcomes;
- 2.5 To establish a transparent and accountable working relationship;
- 2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and
- 2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2018 and will remain in force until 30 June 2019 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;
- 3.4 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; and
- 3.5 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

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;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 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:
 - 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved by the employee;
 - 4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 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 adopted for the employees 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 employees and service providers to perform to the standards required;

- 5.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators (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, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee;
- 5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are split into two groups, leading competencies (indicated in blue on the graph below) that drive strategic intent and direction and core competencies (indicated in green on the graph below), which drive the execution of the leading competencies.

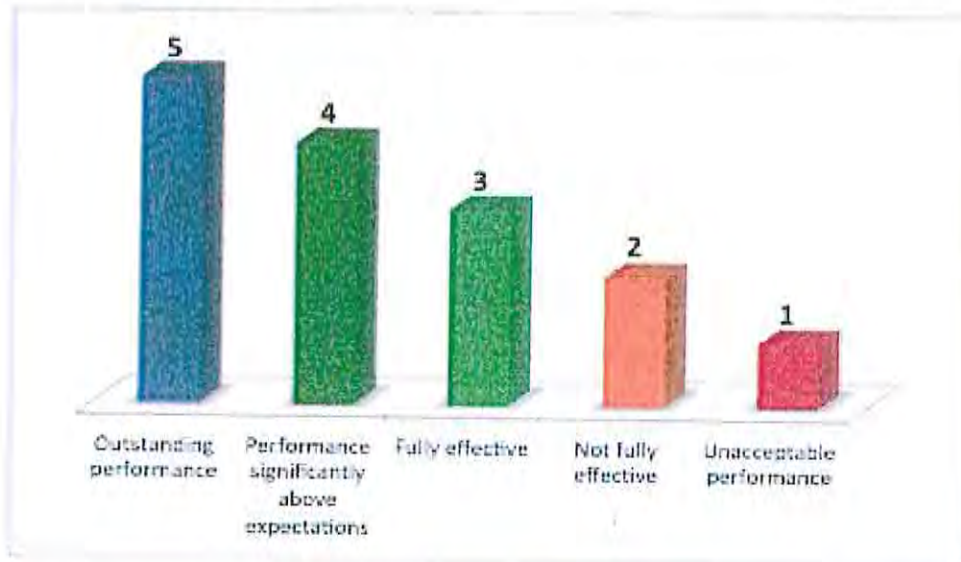
6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out key performance indicators and competencies that needs to be evaluated in terms of –
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 During 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 also be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
- 6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met (qualitative and quantitative) and with due regard to ad-hoc tasks that had to be performed under the KPI;
- 6.6.2 A rating on the five-point scale described in 6.9 below shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
- 6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;
- 6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and
- 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the Competencies:
- 6.7.1 Each Competency will be assessed in terms of the descriptions provided (Annexure B) during the mid-year and year-end reviews;
- 6.7.2 A rating on the five-point scale described in 6.10 below shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and
- 6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.8 Overall rating
- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

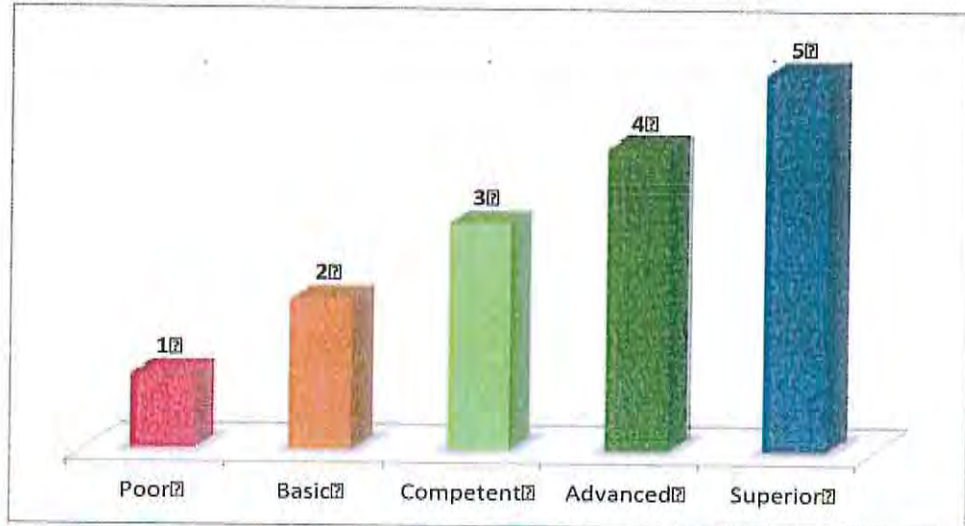
6.8.2 Such overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:



Terminology	Description
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.
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.
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.
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.
Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that they 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.

- 6.10 The assessment of the competencies will be based on the following rating scale:



Achievement Level	Description
Poor	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.
Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods.

- 6.11 For purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established –

- 6.11.1 Municipal Manager;
- 6.11.2 Municipal Manager from another municipality;
- 6.11.3 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee; and
- 6.11.4 The Member of the Mayoral Committee (Portfolio Chairperson).

- 6.12 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st and 3rd quarters and document a summary of the discussions; and
- 6.13 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings.

7. SCHEDULE FOR PERFORMANCE REVIEWS

- 7.1 The performance of the Employee in relation to his performance agreement shall be reviewed for the following quarters with the understanding that the reviews in the first and the third quarter may be verbal if performance is satisfactory:

Quarter	Months	Evaluation
2	October - December	
4	April - June	

- 7.2 The Employer shall keep a record of the year-end 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; and
- 7.5 The Employer may amend the provisions of Annexure A whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case, the Employee will be fully consulted before any such change is made.

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such Plan may be implemented and/or amended as the case may be after the each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

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 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 assisting him 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 its 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 clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

- 11.1 The evaluation of the Employee's performance will form the basis for acknowledging outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter;

11.3 The performance bonus will be awarded pro-rata according to the period of this agreement based on the following scheme:

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of total package
65% - 69%	Average Performance	2% of total package
70% - 74%	Fair Performance	3% of total package
75% - 79%	Good Performance	4% of total package
80% - 100%	Excellent Performance	5% of total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, but only after three months after the start of this agreement's inception date, the Employee's performance will be evaluated for the period during which he/she was employed and he/she will be entitled to a pro-rata performance bonus based on his/her evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 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.

13. DISPUTE RESOLUTION

- 13.1 Disputes will be dealt with in terms of Section 33 of the Local Government: Municipal Performance Regulations for Municipal Managers and managers directly accountable to Municipal Managers (Regulation 805 of August 2006).
- 13.2 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 the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 13.3 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal council, provided that such member was not part of the evaluation panel, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.

14. GENERAL

- 14.1 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; and
- 14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at _____ on the _____ day of June of 2018.

AS WITNESSES:

1. _____

MUNICIPAL MANAGER

2. _____

Thus done and signed at _____ on the _____ day of June of 2018

AS WITNESSES:

1. _____

DIRECTOR

2. _____

Performance Plan

Director: Strategic and Social Development

The Performance Plan sets out:

- a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and
- b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

Performance should be evaluated:

- a) Quarterly of which the annual evaluation must be done by the panel as constituted in paragraph 6.11 of the agreement;
- b) Performance should be assessed on a scale of 1 – 5 as outlined in paragraphs 6.9 – 6.10 of the agreement;
- c) In the instance where an indicator do not have a target or is not applicable due to valid reason or where the performance could not be delivered for a valid reason outside of the control of employee, the indicator will not be evaluated, the weighting will be cancelled and the score total will be re-calculated to calculate the final score;
- d) The employee must submit his/her assessment of his/her own performance to the employer three days prior to the assessment date.

KEY PERFORMANCE INDICATORS

The key performance areas, the performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for **eighty percent** of the total employee assessment score.

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Special Projects	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: IDP	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: LED	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: IT	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Communications	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Performance Management	90% of the KPI's of the sub directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	2
T5	Local Economic Development	Create job opportunities through the Expanded Public Works Programme (EPWP) by 30 June 2019	Number of job opportunities created through EPWP	400	Signed appointment contracts	50	150	100	100	4
T6	Municipal Transformation	Spend 100% of the total amount budgeted for general ICT needs by	% of budget spent	90%	Monthly section 71 reports submitted and	10%	20%	50%	100%	3

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
	and Institutional Development	June 2019 {(Actual expenditure / by approved budget allocation) x 100}			annual financial statements					
T7	Municipal Transformation and Institutional Development	Spend 100% of the total amount budgeted for the upgrade of ICT infrastructure by June 2019 {(Actual expenditure / by approved budget allocation) x 100}	% of budget spent	90%	Monthly section 71 reports submitted and annual financial statements	10%	20%	50%	100%	3
T8	Good Governance and Public Participation	Submit the final reviewed IDP to Council by 31 May 2019	Final IDP submitted to Council	1	Minutes of council meeting during which reviewed IDP was discussed	0	0	0	1	5
T9	Good Governance and Public Participation	Submit the Mid-Year Performance Report in terms of Sect 72 of the MFMA to Council by 31 January 2019	Number of reports submitted to Council	1	Report and minutes of Council meetings during which the report was discussed	0	0	1	0	5
T10	Good Governance and Public Participation	Submit the draft Annual Report to Council by 31 January 2019	Number of reports submitted to Council	1	Minutes of council meeting during which report was discussed	0	0	1	0	5
T11	Good Governance and Public Participation	Submit the Oversight Report on the Annual Report to Council by 31 March 2019	Number of reports submitted to Council	1	Minutes of council meeting during which report was discussed	0	0	1	0	5
T12	Good Governance and Public Participation	Submit the Top Layer SDBIP to the Mayor for approval within 14 days after the annual budget has been approved	Top Layer SDBIP submitted to the Mayor within 14 days after the annual budget has been approved	1	Acknowledgement of receipt from the Mayor and approved Top layer SDBIP	0	0	0	1	5
D23	Good Governance and Public Participation	Attend to all internal audit queries within 10 working days	% of Internal Audit queries attended to within 10 working days	90%	Proof of submission	90%	90%	90%	90%	3
D24	Good Governance and Public Participation	Report quarterly on progress made with the implementation council resolutions applicable to the directorate to the Office of the MM	Number of reports submitted	New KPI	Proof of submission	1	1	1	1	3

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
D25	Municipal Financial Viability and Management	95% of the capital budget for the directorate spent by 30 June	% of capital budget spent by 30 June	90%	CAPEX Report from finance	0%	30%	60%	95%	4
D26	Good Governance and Public Participation	Respond to all external COMAF's received within 5 working days after receipt	% of external COMAF's responded to within 5 working days	100%	Proof of submission	100%	100%	0%	0%	2
D27	Municipal Financial Viability and Management	Compile a tender plan of all projects and submit to SCM and the CFO by 31 July	Tender plan completed and submitted by 31 July	1	Proof of submission	1	0	0	0	2
D28	Municipal Financial Viability and Management	Report quarterly to SCM on Service Level Agreements (SLA's) with service providers in line with relevant legislation ie Section 116 of the MFMA	Number of reports submitted	4	Proof of submission	1	1	1	1	2
D29	Municipal Financial Viability and Management	Report quarterly to SCM on Service Level Agreements (SLA's) with all service providers	Number of reports submitted	New KPI	Proof of submission	1	1	1	1	2
D30	Good Governance and Public Participation	Submit monthly reports to Internal Audit from February to June on the progress made with the implementation with Audit Action plan	Number of reports submitted	New KPI	Proof of submission	0	0	2	3	2
D31	Good Governance and Public Participation	Submit quarterly organisational performance reports to Council, Provincial & National departments	Number of performance reports submitted to Council, Provincial & National departments	4	Council minutes and emails	1	1	1	1	5
D32	Good Governance and Public Participation	Facilitate the formal evaluation of the performance of directors in terms of their signed agreements	Number of formal evaluations facilitated	2	Evaluation report and signed scoring sheets	0	1	1	0	4
D33	Good Governance and Public Participation	Submit the budget and IDP process plan to Council by 31 August 2018	Process plan submitted to Council	1	Proof of submission	1	0	0	0	4
TOTAL										80

COMPETENCIES

The competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014. The assessment of these competencies will account for **twenty percent** of the total employee assessment score.

Annexure B describes the different achievement levels for each Competency and should therefore form part of this section of the Performance Plan.

Competency	Definition	Weight
LEADING COPETENCIES		
Strategic direction and leadership	<p>Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate. It includes:</p> <ul style="list-style-type: none"> • Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness 	1.67
People management	<p>Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives. It includes:</p> <ul style="list-style-type: none"> • Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management 	1.67
Programme and project management	<p>Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives. It includes:</p> <ul style="list-style-type: none"> • Program and project planning and implementation • Service delivery management • Program and project monitoring and evaluation 	1.67
Financial management	<p>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. It includes:</p> <ul style="list-style-type: none"> • Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery 	1.67
Change leadership	<p>Able to direct and initiate transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community. It includes:</p> <ul style="list-style-type: none"> • Change vision and strategy 	1.67

Competency	Definition	Weight
	<ul style="list-style-type: none"> • Process design and improvement • Change impact monitoring and evaluation 	
Governance leadership	<p>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. It includes:</p> <ul style="list-style-type: none"> • Policy formulation • Risk and compliance management • Cooperative governance 	1.67
CORE COMPETENCIES		
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and display behaviour that reflects moral competence.	1.67
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.	1.67
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.	1.67
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	1.67
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 to achieve the desired outcome.	1.67
Results and quality focus	Able to maintain high quality standards, focus on achieving results and objectives while consistency striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.	1.67
TOTAL		20

Competency Framework

CLUSTER :		LEADING COMPETENCIES	
COMPETENCY NAME :		Strategic Direction and Leadership	
COMPETENCY DEFINITION :		Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate	
BASIC	ACHIEVEMENT LEVELS		
	COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">Understand Institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandateDescribe how specific tasks link to institutional strategies but has limited influence in directing a strategyHas a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective wholeDemonstrate basic understanding of key decision makers	<ul style="list-style-type: none">Give direction to a team in realising the institution's strategic mandate and set objectivesHas a positive impact and influence on the morale, engagement and participation of team membersDevelop action plans to execute and guide strategyAssist in defining performance measures to monitor the progress and effectiveness of the institutionDisplays an awareness of institutional structures and political factorsEffectively communicate barriers to execution to relevant partiesProvide guidance to all stakeholders in the achievement of the strategic mandateUnderstand the aim and objectives of the institution and relate it to own work	<ul style="list-style-type: none">Evaluate all activities to determine value and alignment to strategic intentDisplay in-depth knowledge and understanding of strategic planningAlign strategy and goals across all functional areasActively define performance measures to monitor the progress and effectiveness of the institutionConsistently challenge strategic plans to ensure relevanceUnderstand institutional structures and political factors, and the consequences of actionsEmpower others to follow the strategic direction and deal with complex situationsGuide the institution through complex and ambiguous concernUse understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances	<ul style="list-style-type: none">Structure and position the institution to local government prioritiesActively use in-depth knowledge and understanding to develop and implement a comprehensive institutional frameworkHold self-accountable for strategy execution and resultsProvide impact and influence through building and maintaining strategic relationshipsCreate an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actionsIntegrate various systems into a collective whole to optimise institutional performance managementUses understanding of competing interests to maneuver successfully to a win/win outcome

CLUSTER :		LEADING COMPETENCIES			
COMPETENCY NAME :		People Management			
COMPETENCY DEFINITION :		Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives			
		ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR		
<ul style="list-style-type: none">Participate in team goalsetting and problem solvingInteract and collaborate with people of diverse backgroundsAware of guidelines for employee development, but requires support in implementing development initiatives	<ul style="list-style-type: none">Seek opportunities to increase team contribution and responsibilityRespect and support the diverse nature of others and be aware of the benefits of a diverse approachEffectively delegate tasks and empower others to increase contribution and execute functions optimallyApply relevant employee legislation fairly and consistentlyEffectively identify capacity requirements to fulfill the strategic mandate	<ul style="list-style-type: none">Identify ineffective team and work processes and recommend remedial interventionsRecognise and reward effective and desired behaviorProvide mentoring and guidance to others in order to increase personal effectivenessIdentify development and learning needs within the teamInspire a culture of performance excellence by giving positive and constructive feedback to the teamAchieve agreement or consensus in adversarial environmentsLead and unite diverse teams across divisions to achieve institutional objectives	<ul style="list-style-type: none">Develop and incorporate best practice people management processes, approaches and tools across the institutionFoster a culture of discipline, responsibility and accountabilityUnderstand the impact of diversity in performance and actively incorporate a diversity strategy in the institutionDevelop comprehensive integrated strategies and approaches to human capital development and managementActively identify trends and predict capacity requirements to facilitate unified transition and performance management		

CLUSTER :		LEADING COMPETENCIES		
COMPETENCY NAME :		Program and Project Management		
COMPETENCY DEFINITION :		Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives		
BASIC	ACHIEVEMENT LEVELS			SUPERIOR
	COMPETENT	ADVANCED		
<ul style="list-style-type: none">Initiate projects after approval from higher authoritiesUnderstand procedures of program and project management methodology, implications and stakeholder involvementUnderstand the rational of projects in relation to the institution's strategic objectivesDocument and communicate factors and risk associated with own workUse results and approaches of successful project implementation as guide	<ul style="list-style-type: none">Establish broad stakeholder involvement and communicate the project status and key milestonesDefine the roles and responsibilities of the project team and create clarity around expectationsFind a balance between project deadline and the quality of deliverablesIdentify appropriate project resources to facilitate the effective completion of the deliverablesComply with statutory requirements and apply policies in a consistent mannerMonitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation	<ul style="list-style-type: none">Manage multiple programs and balance priorities and conflicts according to institutional goalsApply effective risk management strategies through impact assessment and resource requirementsModify project scope and budget when required without compromising the quality and objectives of the projectInvolve top-level authorities and relevant stakeholders in seeking project buy-inIdentify and apply contemporary project management methodologyInfluence and motivate project team to deliver exceptional resultsMonitor policy implementation and apply procedures to manage risks	<ul style="list-style-type: none">Understand and conceptualise the long-term implications of desired project outcomesDirect a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectivesInfluence people in positions of authority to implement outcomes of projectsLead and direct translation of policy into workable action plansEnsures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed	

CLUSTER :	LEADING COMPETENCIES			
COMPETENCY NAME :	Financial Management			
COMPETENCY DEFINITION :	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			
BASIC	ACHIEVEMENT LEVELS			
	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Understand basic financial concepts and methods as they relate to institutional processes and activitiesDisplay awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systemsUnderstand the importance of financial accountabilityUnderstand the importance of asset control	<ul style="list-style-type: none">Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelateAssess, identify and manage financial risksAssume a cost-saving approach to financial managementPrepare financial reports based on specified formatsConsider and understand the financial implications of decisions and suggestionsEnsure that delegation and instructions as required by National Treasury guidelines are reviewed and updatedIdentify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget	<ul style="list-style-type: none">Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibilityPrepare budgets that are aligned to the strategic objectives of the institutionAddress complex budgeting and financial management concernsPut systems and processes in place to enhance the quality and integrity of financial management practicesAdvise on policies and procedures regarding asset controlPromote National Treasury's regulatory framework for Financial Management	<ul style="list-style-type: none">Develop planning tools to assist in evaluating and monitoring future expenditure trendsSet budget frameworks for the institutionSet strategic direction for the institution on expenditure and other financial processesBuild and nurture partnerships to improve financial management and achieve financial savingsActively identify and implement new methods to improve asset controlDisplay professionalism in dealing with financial data and processes	

CLUSTER :		LEADING COMPETENCIES		
COMPETENCY NAME :		Change Leadership		
COMPETENCY DEFINITION :		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		
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">• Display an awareness of change interventions and the benefits of transformation initiatives• Able to identify basic needs for change• Identify gaps between the current and desired state• Identify potential risk and challenges to transformation, including resistance to change factors• Participate in change programs and piloting change interventions• Understand the impact of change interventions on the institution within the broader scope of local government	<ul style="list-style-type: none">• Perform an analysis of the change impact on the social, political and economic environment• Maintain calm and focus during change• Able to assist team members during change and keep them focused on the deliverables• Volunteer to lead change efforts outside of own work team• Able to gain buy-in and approval for change from relevant stakeholders• Identify change readiness levels and assist in resolving resistance to change factors• Design change interventions that are aligned with the institution's strategic objectives and goals	<ul style="list-style-type: none">• Actively monitor change impact and results and convey progress to relevant stakeholders• Secure buy-in and sponsorship for change initiatives• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change programs• Take the lead in impactful change programs• Benchmark change interventions against best change practices• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation• Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation	<ul style="list-style-type: none">• Sponsor change agents and create a network of change leaders who support the interventions• Actively adapt current structures and processes to incorporate the change interventions• Mentor and guide team members on the effects of change, resistance factors and how to integrate change• Motivate and inspire others around change initiatives	

CLUSTER :	LEADING COMPETENCIES			
COMPETENCY NAME :	Governance Leadership			
COMPETENCY DEFINITION :	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			
BASIC	ACHIEVEMENT LEVELS			SUPERIOR
	COMPETENT	ADVANCED		
<ul style="list-style-type: none">• Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements• Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders• Provide input into policy formulation	<ul style="list-style-type: none">• Display a thorough understanding of governance and risk and compliance factors and implement plans to address these• Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution• Actively drive policy formulation within the institution to ensure the achievement of objectives	<ul style="list-style-type: none">• Able to link risk initiatives into key institutional objectives and drivers• Identify, analyse and measure risk, create valid risk forecasts and map risk profiles• Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives• Demonstrate a thorough understanding of risk retention plans• Identify and implement comprehensive risk management systems and processes• Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement	<ul style="list-style-type: none">• Demonstrate a high level of commitment in complying with governance requirements• Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework• Able to advise local government on risk management, best practice interventions and compliance management• Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government• Able to shape, direct and drive the formulation of policies on a macro level	

CLUSTER :		CORE COMPETENCIES			
COMPETENCY NAME :		Moral Competence			
COMPETENCY DEFINITION :		Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence			
BASIC		ACHIEVEMENT LEVELS			
		COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none"> Realise the impact of acting with integrity, but requires guidance and development in implementing principles Follow basic rules and regulations of the institution Able to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent 	<ul style="list-style-type: none"> Conduct self in alignment with the values of local government and the institution Able to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliver Actively report fraudulent activity and corruption with local government Understand and honor the confidential nature of matters without seeking personal gain Able to deal with situations of conflict of interest promptly and in the best interest of local government 	<ul style="list-style-type: none"> Identify, develop and apply measures of self-correction Able to gain trust and respect through aligning actions with commitments Make proposals and recommendations that are transparent and gain the approval of relevant stakeholders Present values, beliefs and ideas that are congruent with the institution's rules and regulations Takes an active stance against corruption and dishonesty when noted Actively promote the value of the institution to internal and external stakeholders Able to work in unity with a team and not seek personal gain Apply universal moral principles consistently to achieve moral decisions 	<ul style="list-style-type: none"> Create an environment conducive of moral practices Actively develop and implement measures to combat fraud and corruption Set integrity standards and shared accountability measures across the institution to support the objectives of local government Take responsibility for own actions and decisions, even if the consequences are unfavorable 		

CORE COMPETENCIES	
COMPETENCY NAME :	
COMPETENCY DEFINITION :	
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	
ACHIEVEMENT LEVELS	
BASIC	COMPETENT
<ul style="list-style-type: none">• Able to follow basic plans and organise tasks around set objectives• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans• Able to follow existing plans and ensure that objectives are met• Focus on short-term objectives in developing plans and actions• Arrange information and resources required for a task, but require further structure and organisation	<ul style="list-style-type: none">• Actively and appropriately organise information and resources required for a task• Recognise the urgency and importance of tasks• Balance short and long-term plans and goals and incorporate into the team's performance objectives• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources• Measures progress and monitor performance results
ADVANCED	
<ul style="list-style-type: none">• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation• Identify in advance required stages and actions to complete tasks• Schedule realistic timelines, objectives and milestones for tasks and projects• Produce clear, detailed and comprehensive plans to achieve institutional objectives• Identify possible risk factors and design and implement appropriate contingency plans• Adapt plans in light of changing circumstances• Prioritise tasks and projects according to their relevant urgency and importance	
SUPERIOR	
<ul style="list-style-type: none">• Focus on broad strategies and initiatives when developing plans and actions• Able to protect and forecast short, medium and long term requirements of the institution and local government• Translate policy into relevant projects to facilitate the achievement of institutional objectives	

CLUSTER :	CORE COMPETENCIES			
COMPETENCY NAME :	Analysis and Innovation			
COMPETENCY DEFINITION :	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			
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Understand the basic operation of analysis, but lack detail and thoroughnessAble to balance independent analysis with requesting assistance from othersRecommend new ways to perform tasks within own functionPropose simple remedial interventions that marginally challenges the status quoListen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking	<ul style="list-style-type: none">Demonstrate logical problem solving techniques and approaches and provide rationale for recommendationsDemonstrate objectivity, insight and thoroughness when analysing problemsAble to break down complex problems into manageable parts and identify solutionsConsult internal and external stakeholders on opportunities to improve processes and service deliveryClearly communicate the benefits of new opportunities and innovative solutions and stakeholdersContinuously identify opportunities to enhance internal processesIdentify and analyse opportunities conducive to innovative approaches and propose remedial intervention	<ul style="list-style-type: none">Coaches team members on analytical and innovative approaches and techniquesEngage with appropriate individuals in analysing and resolving complex problemsIdentify solutions on various areas in the institutionFormulate and implement new ideas throughout the institutionAble to gain approval and buy-in for proposed interventions from relevant stakeholdersIdentify trends and best practices in process and service delivery and propose institutional applicationContinuously engage in research to identify client needs	<ul style="list-style-type: none">Demonstrate complex analytical and problem solving approaches and techniquesCreate an environment conducive to analytical and fact-based problem solvingAnalyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrenceCreate an environment that fosters innovative thinking and follows a learning organisation approachBe a thought leader on innovative customer service delivery and process optimisationPlay an active role in sharing best practice solutions and engage in national and international local government seminars and conferences	

CLUSTER:		CORE COMPETENCIES		
COMPETENCY NAME:		Knowledge and Information Management		
COMPETENCY DEFINITION:		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		
		ACHIEVEMENT LEVELS		
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Collect, categorise and track relevant information required for specific tasks and projectsAnalyse and interpret information to draw conclusionsSeek new sources of information to increase the knowledge baseRegularly share information and knowledge with internal stakeholders and team members	<ul style="list-style-type: none">Use appropriate information systems and technology to manage institutional knowledge and information sharingEvaluate data from various sources and use information effectively to influence decisions and provide solutionsActively create mechanisms and structures for sharing informationUse external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency	<ul style="list-style-type: none">Effectively predict future information and knowledge management requirements and systemsDevelop standards and processes to meet future knowledge management needsShare and promote best-practice knowledge management across various institutionsEstablish accurate measures and monitoring systems for knowledge and information managementCreate a culture conducive of learning and knowledge sharingHold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches	<ul style="list-style-type: none">Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and informationEstablish partnerships across local government to facilitate knowledge managementDemonstrate a mature approachRecognise and exploit knowledge points in interactions with internal and external stakeholders	

CLUSTER :		CORE COMPETENCIES	
COMPETENCY NAME :		Communication	
COMPETENCY DEFINITION :		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 to achieve the desired outcome	
BASIC		ACHIEVEMENT LEVELS	
		COMPETENT	ADVANCED
<ul style="list-style-type: none"> Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools Express ideas in a clear and focused manner, but does not always take the audience into consideration Disseminate and convey information and knowledge adequately 	<ul style="list-style-type: none"> Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs Adapt communication content and style to suit the audience and facilitate optimal information transfer Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders Compile clear, focused, concise and well-structured written documents 	<ul style="list-style-type: none"> Effectively communicate high-risk and sensitive matters to relevant stakeholders Develop a well-defined communication strategy Balance political perspectives with institutional needs when communicating viewpoints on complex issues Able to effectively direct negotiations around complex Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution Able to communicate with the media with high levels of moral competence and discipline 	<ul style="list-style-type: none"> Regarded as a specialist in negotiations and representing the institution Able to inspire and motivate others through positive communication that is impactful and relevant Creates an environment conducive to transparent and productive communication and critical appreciate conversations Able to coordinate negotiations at different levels within local government and externally

CORE COMPETENCIES		ACHIEVEMENT LEVELS		
Results and Quality Focus				
Able to maintain high quality standards, focus on achieving results and objectives while consistently striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives				
BASIC		COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">Understand quality of work but requires guidance in attending to important mattersShow a basic commitment to achieving the correct resultsProduce the minimum level of results required in the roleProduce outcomes that is of a good standardFocus on the quantity of output but requires development in incorporating the quality of workProduce quality work in general circumstances, but fails to meet expectation when under pressure	<ul style="list-style-type: none">Focus on high-priority actions and does not become distracted by lower-priority activitiesDisplay firm commitment and pride in achieving the correct resultsSet quality standards and design processes and tasks around achieving set standardsProduce output of high qualityAble to balance the quantity and quality and quality of results in order to achieve objectivesMonitors progress, quality of work and use of resources; provide status updates and make adjustments as needed	<ul style="list-style-type: none">Consistently verify own standards and outcomes to ensure quality outputFocus on the end result and avoids being distractedDemonstrate a determined and committed approach to achieving results and quality standardsFollow task and projects through to completionSet challenging goals and objectives to self and team and display commitment to achieving expectationsMaintain a focus on quality outputs when placed under pressureEstablishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution	<ul style="list-style-type: none">Coach and guide others to exceed quality standards and resultsDevelop challenging, client-focused goals and sets high standards for personal performanceCommit to exceed the results and quality standards, monitor own performance and implement remedial interventions when requiredWork with team to set ambitious and challenging team goals, communicating long- and short term expectationsTake appropriate risks to accomplish goalsOvercome setbacks and adjust action plans to realise goalsFocus people on critical activities that yield a high impact	

(A 3644) (Continued)

LANGEBERG MUNICIPALITY

**Performance Agreement
for the financial year 1 July 2018 – 30 June 2019**

DIRECTOR: CORPORATE SERVICES

Performance agreement made and entered into by and between

The Langeberg Municipality and represented by the Municipal Manager (*herein and after referred as Employer*)

and

AWJ Everson, the Director: Corporate Services (*herein and after referred as Employee*)
for the period 1 July 2018 to 30 June 2019

Where as

- a. 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 as "the Parties";
- b. 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;
- c. 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 promote local government goals; and
- d. The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act.

1. INTERPRETATION

- 1.1 In this Agreement the followings terms will have the meaning ascribed thereto:
 - 1.1.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;
 - 1.1.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 60 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;
 - 1.1.3 "the Employee" means the Director appointed in terms of Section 56 of the Systems Act;
 - 1.1.4 "the Employer" means the Municipality; and
 - 1.1.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

- 2.1 To comply with the provisions of Section 57(1)(b),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
- 2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 To monitor and measure performance against set targeted outputs and outcomes;
- 2.5 To establish a transparent and accountable working relationship;
- 2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and
- 2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2018 and will remain in force until 30 June 2019 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;
- 3.4 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; and
- 3.5 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

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;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 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:
 - 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved by the employee;
 - 4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 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 adopted for the employees 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 employees and service providers to perform to the standards required;

- 5.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators (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, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee;
- 5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are spilt into two groups, leading competencies (indicated in blue on the graph below) that drive strategic intent and direction and core competencies (indicated in green on the graph below), which drive the execution of the leading competencies.

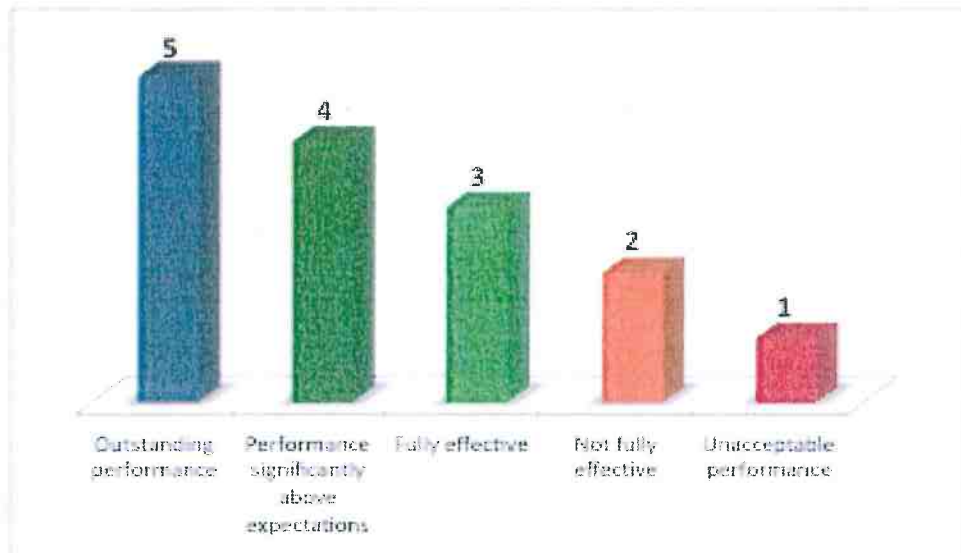
6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out key performance indicators and competencies that needs to be evaluated in terms of –
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 During 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 also be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
- 6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met (qualitative and quantitative) and with due regard to ad-hoc tasks that had to be performed under the KPI;
- 6.6.2 A rating on the five-point scale described in 6.9 below shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
- 6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;
- 6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and
- 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the Competencies:
- 6.7.1 Each Competency will be assessed in terms of the descriptions provided (Annexure B) during the mid-year and year-end reviews;
- 6.7.2 A rating on the five-point scale described in 6.10 below shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and
- 6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.8 Overall rating
- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and

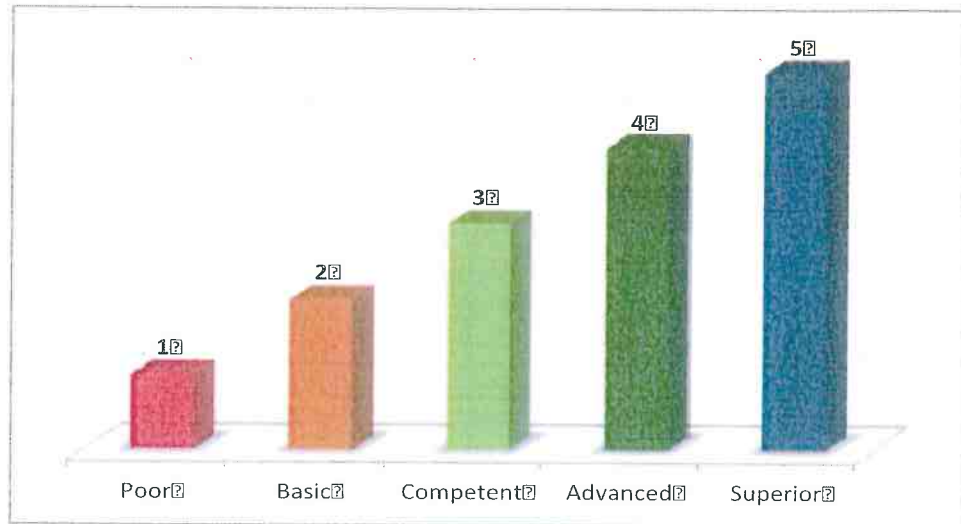
6.8.2 Such overall rating represents the outcome of the performance appraisal.

6.9 The assessment of the performance of the Employee will be based on the following rating scale for KPIs:



Terminology	Description
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.
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.
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.
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.
Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that they 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.

- 6.10 The assessment of the competencies will be based on the following rating scale:



Achievement Level	Description
Poor	Do not apply the basic concepts and methods to proof a basic understanding of local government operations and requires extensive supervision and development interventions.
Basic	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention.
Competent	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analysis.
Advanced	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in-depth analysis.
Superior	Has a comprehensive understanding of local government operations, critical in strategic shaping strategic direction and change, develops and applies comprehensive concepts and methods.

- 6.11 For purposes of evaluating the annual performance of the Employee, an evaluation panel constituted of the following persons will be established –

- 6.11.1 Municipal Manager;
- 6.11.2 Municipal Manager from another municipality;
- 6.11.3 Chairperson of the Performance Audit Committee or in his/her absence thereof, the Chairperson of the Audit Committee; and
- 6.11.4 The Member of the Mayoral Committee (Portfolio Chairperson).

6.12 The Municipal Manager will evaluate the performance of the Employee as at the end of the 1st and 3rd quarters and document a summary of the discussions; and

6.13 The Municipal Manager will give performance feedback to the Employee within five (5) working days after each quarterly and annual assessment meetings.

7. SCHEDULE FOR PERFORMANCE REVIEWS

7.1 The performance of the Employee in relation to his performance agreement shall be reviewed for the following quarters with the understanding that the reviews in the first and the third quarter may be verbal if performance is satisfactory:

7.2

Quarter	Months	Evaluation
2	October - December	
4	April - June	

7.3 The Employer shall keep a record of the year-end assessment meetings;

7.4 Performance feedback shall be based on the Employer's assessment of the Employee's performance;

7.5 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; and

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

8. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure C. Such Plan may be implemented and/or amended as the case may be after the each assessment. In that case, the Employee will be fully consulted before any such change or plan is made.

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 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 assisting him 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 its 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 clause 12.1 as soon as is practicable to enable the Employee to take any necessary action with delay.

11. REWARD

11.1 The evaluation of the Employee's performance will form the basis for acknowledging outstanding performance or correcting unacceptable performance;

11.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter;

11.3 The performance bonus will be awarded pro-rata according to the period of this agreement based on the following scheme:

Performance Rating		Bonus Calculation
0% - 64%	Poor Performance	0% of total package
65% - 69%	Average Performance	5% of total package
70% - 74%	Fair Performance	9% of total package
75% - 79%	Good Performance	11% of total package
80% - 100%	Excellent Performance	14% of total package

11.4 In the event of the Employee terminating his services during the validity period of this Agreement, but only after three months after the start of this agreement's inception date, the Employee's performance will be evaluated for the period during which he/she was employed and he/she will be entitled to a pro-rata performance bonus based on his/her evaluated performance for the period of actual service; and

11.5 The Employer will submit the total score of the annual assessment and of the Employee, to full Council for purposes of recommending the bonus allocation.

12. MANAGEMENT OF EVALUATION OUTCOMES

12.1 Where the Employer is, any time during the Employee's employment, not satisfied with the Employee's performance with respect to any matter dealt with in this Agreement, the Employer will give notice to the Employee to attend a meeting;

12.2 The Employee will have the opportunity at the meeting to satisfy the Employer of the measures being taken to ensure that his performance becomes satisfactory and any programme, including any dates, for implementing these measures;

12.3 Where there is a dispute or difference as to the performance of the Employee under this Agreement, the Parties will confer with a view to resolving the dispute or difference; and

12.4 In the case of unacceptable performance, the Employer shall –

12.4.1 Provide systematic remedial or developmental support to assist the Employee to improve his performance; and

12.4.2 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.

13. DISPUTE RESOLUTION

- 13.1 Disputes will be dealt with in terms of Section 33 of the Local Government: Municipal Performance Regulations for Municipal Managers and managers directly accountable to Municipal Managers (Regulation 805 of August 2006).
- 13.2 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 the executive mayor or mayor within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.
- 13.3 Any disputes about the outcome of the employee's performance evaluation, must be mediated by a member of the municipal council, provided that such member was not part of the evaluation panel, within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both parties.

14. GENERAL

- 14.1 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; and
- 14.2 Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at _____ on the _____ day of June of 2018.

AS WITNESSES:

1. _____

MUNICIPAL MANAGER

2. _____

Thus done and signed at _____ on the _____ day of June of 2018

AS WITNESSES:

1. _____

DIRECTOR

2. _____

Performance Plan

Director: Corporate Services

The Performance Plan sets out:

- a) Key Performance Areas that the employee should focus on, performance objectives, key performance indicators and targets that must be met within a specific timeframe; and
- b) The Competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014.

Performance should be evaluated:

- a) Quarterly of which the annual evaluation must be done by the panel as constituted in paragraph 6.11 of the agreement;
- b) Performance should be assessed on a scale of 1 – 5 as outlined in paragraphs 6.9 – 6.10 of the agreement;
- c) In the instance where an indicator do not have a target or is not applicable due to valid reason or where the performance could not be delivered for a valid reason outside of the control of employee, the indicator will not be evaluated, the weighting will be cancelled and the score total will be re-calculated to calculate the final score;
- d) The employee must submit his/her assessment of his/her own performance to the employer three days prior to the assessment date.

KEY PERFORMANCE INDICATORS

The key performance areas, the performance objectives, key performance indicators and targets that must be met within the agreed timeframe are described below. The assessment of these performance indicators will account for **eighty percent** of the total employee assessment score.

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Legal Services	90% of the KPI's of the sub-directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	3
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Labour relations	90% of the KPI's of the sub-directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	3
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Governance Support	90% of the KPI's of the sub-directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	3
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Administrative support	90% of the KPI's of the sub-directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	3
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Traffic Services	90% of the KPI's of the sub-directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	3
SDBIP Graph	Municipal Transformation and Institutional Development	Manage and achieve 90% of the KPI's of the sub-directorate: Human Resources	90% of the KPI's of the sub-directorate have been met as per Ignite Dashboard report	90%	Updated SDBIP and report	90%	90%	90%	90%	3
T13	Municipal Transformation and Institutional Development	Percentage of municipality's personnel budget actually spent on implementing its workplace skills plan measured as at 30 June	% of municipality's personnel budget actually spent on implementing its workplace skills plan	1%	Report from the Promun financial system	0%	0%	0%	1%	5

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
		2019 {(Total Actual Training Expenditure/ Total personnel Budget) x100}}								
T14	Good Governance and Public Participation	Facilitate the monthly meetings of ward committees	Number of monthly ward committee meetings facilitated	120	Minutes of Ward Committee meetings	36	24	24	36	3
T15	Good Governance and Public Participation	Spend 100% of the total amount budgeted for the upgrade and alteration of the municipal offices by 30 June 2019 {(Actual expenditure / Approved budget allocation) x100}	% of budget spent	100%	Report from the Promun financial system	10%	20%	50%	100%	5
T16	Good Governance and Public Participation	Spend 100% of the total amount budgeted for the purchase of office equipment by 30 June 2019 {(Actual expenditure / Approved budget allocation) x100}	% of budget spent	100%	Report from the Promun financial system	10%	20%	50%	100%	5
T17	Good Governance and Public Participation	Spend 100% of the total amount budgeted for the alterations/upgrade of Ashton traffic offices by 30 June 2019 {(Actual expenditure / Approved budget allocation) x100}	% of budget spent	100%	Monthly CAPEX report received from the Finance Department	10%	20%	50%	100%	5
T18	Municipal Transformation and Institutional Development	Number of people from the EE target groups employed in the 3 highest levels of management in compliance with the approved EE plan	Number of people from the EE target groups employed in the highest 3 levels of management	1	Appointment letter and approval dates for the filling of the vacancy	0	0	0	1	3
T19	Good Governance and Public Participation	Report monthly to the Municipal Manager on all property contracts	Number of reports submitted to the Municipal Manager	12	Proof of submission to the MM	3	3	3	3	3

Ref No.	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
D104	Good Governance and Public Participation	Attend to all internal audit queries within 10 working days	% of Internal Audit queries attended to within 10 working days	90%	Proof of submission	90%	90%	90%	90%	2
D105	Good Governance and Public Participation	Report quarterly on progress made with the implementation council resolutions applicable to the directorate to the Office of the MM	Number of reports submitted	New KPI	Proof of submission	1	1	1	1	3
D106	Municipal Financial Viability and Management	95% of the capital budget for the directorate spent by 30 June	% of capital budget spent by 30 June	90%	CAPEX Report from finance	0%	30%	60%	95%	5
D107	Good Governance and Public Participation	Respond to all external COMAF's received within 5 working days after receipt	% of external COMAF's responded to within 5 working days	100%	Proof of submission	90%	90%	90%	90%	3
D108	Municipal Financial Viability and Management	Compile a tender plan of all projects and submit to SCM and the CFO by 31 July	Tender plan completed and submitted by 31 July	1	Proof of submission	3	3	3	3	3
D109	Municipal Financial Viability and Management	Report quarterly to SCM on Service Level Agreements (SLA's) with service providers in line with relevant legislation ie Section 116 of the MFMA	Number of reports submitted	4	Proof of submission	1	1	1	1	3
D110	Municipal Financial Viability and Management	Report quarterly to SCM on Service Level Agreements (SLA's) with all service providers	Number of reports submitted	New KPI	Proof of submission	1	1	1	1	3
D111	Good Governance and Public Participation	Submit monthly reports to Internal Audit from February to June on the progress made with the implementation with Audit Action plan	Number of reports submitted	New KPI	Proof of submission	0	0	2	3	2

Ref No	National KPA	Key Performance Indicator (KPI)	Unit of Measurement	Baseline	Portfolio of evidence	Targets				Weight
						Q1	Q2	Q3	Q4	
D112	Good Governance and Public Participation	Coordinate the completion and submission of EE plan to the Department of Labour	EE plan submitted	1	EE plan	0	1	0	0	3
D113	Good Governance and Public Participation	Report quarterly to MAYCO on all litigations	Number of report submitted to MAYCO	4	Minutes of MAYCO meetings	1	1	1	1	3
D114	Good Governance and Public Participation	Attend to Community Participation session to obtain inputs for IDP and budget process	Number of meetings attended	4	Minutes of the community meetings	0	2	0	2	3
TOTAL										80

COMPETENCIES

The competencies required from employees prescribed in the Regulations on the appointment and conditions of employment of senior managers, R21 of 2014. The assessment of these competencies will account for **twenty percent** of the total employee assessment score.

Annexure B describes the different achievement levels for each Competency and should therefore form part of this section of the Performance Plan.

Competency	Definition	Weight
LEADING COPETENCIES		
Strategic direction and leadership	<p>Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate. It includes:</p> <ul style="list-style-type: none"> • Impact and influence • Institutional performance management • Strategic planning and management • Organisational awareness 	1.67
People management	<p>Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives. It includes:</p> <ul style="list-style-type: none"> • Human capital planning and development • Diversity management • Employee relations management • Negotiation and dispute management 	1.67
Programme and project management	<p>Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives. It includes:</p> <ul style="list-style-type: none"> • Program and project planning and implementation • Service delivery management • Program and project monitoring and evaluation 	1.67
Financial management	<p>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. It includes:</p> <ul style="list-style-type: none"> • Budget planning and execution • Financial strategy and delivery • Financial reporting and delivery 	1.67
Change leadership	<p>Able to direct and initiate transformation on all levels in order to successfully drive and implement new initiatives and deliver professional and quality services to the community. It includes:</p> <ul style="list-style-type: none"> • Change vision and strategy • Process design and improvement • Change impact monitoring and evaluation 	1.67

Competency	Definition	Weight
Governance leadership	<p>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. It includes:</p> <ul style="list-style-type: none"> • Policy formulation • Risk and compliance management • Cooperative governance 	1.67
CORE COMPETENCIES		
Moral competence	Able to identify moral triggers, apply reasoning that promotes honesty and integrity and display behaviour that reflects moral competence.	1.67
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.	1.67
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.	1.67
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	1.67
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 to achieve the desired outcome.	1.67
Results and quality focus	Able to maintain high quality standards, focus on achieving results and objectives while consistency striving to exceed expectations and encourage others to meet quality standards. Further, to actively monitor and measure results and quality against identified objectives.	1.67
TOTAL		20

Competency Framework

LEADING COMPETENCIES		ACHIEVEMENT LEVELS			
Strategic Direction and Leadership		Provide and direct a vision for the institution, and inspire and deploy others to deliver on the strategic institutional mandate			
CLUSTER :	COMPETENCY NAME :	COMPETENCY DEFINITION :			
BASIC	COMPETENT	ADVANCED		SUPERIOR	
		<ul style="list-style-type: none">Understand Institutional and departmental strategic objectives, but lacks the ability to inspire others to achieve set mandateDescribe how specific tasks link to institutional strategies but has limited influence in directing a strategyHas a basic understanding of institutional performance management, but lacks the ability to integrate systems into a collective wholeDemonstrate basic understanding of key decision makers	<ul style="list-style-type: none">Give direction to a team in realising the institution's strategic mandate and set objectivesHas a positive impact and influence on the morale, engagement and participation of team membersDevelop action plans to execute and guide strategyAssist in defining performance measures to monitor the progress and effectiveness of the institutionDisplays an awareness of institutional structures and political factorsEffectively communicate barriers to execution to relevant partiesProvide guidance to all stakeholders in the achievement of the strategic mandateUnderstand the aim and objectives of the institution and relate it to own work	<ul style="list-style-type: none">Evaluate all activities to determine value and alignment to strategic intentDisplay in-depth knowledge and understanding of strategic planningAlign strategy and goals across all functional areasActively define performance measures to monitor the progress and effectiveness of the institutionConsistently challenge strategic plans to ensure relevanceUnderstand institutional structures and political factors, and the consequences of actionsEmpower others to follow the strategic direction and deal with complex situationsGuide the institution through complex and ambiguous concernUse understanding of power relationships and dynamic tensions among key players to frame communications and develop strategies, positions and alliances	<ul style="list-style-type: none">Structure and position the institution to local government prioritiesActively use in-depth knowledge and understanding to develop and implement a comprehensive institutional frameworkHold self-accountable for strategy execution and resultsProvide impact and influence through building and maintaining strategic relationshipsCreate an environment that facilitates loyalty and innovation. Display a superior level of self-discipline and integrity in actionsIntegrate various systems into a collective whole to optimise institutional performance managementUses understanding of competing interests to maneuver successfully to a win/win outcome

CLUSTER :		LEADING COMPETENCIES			
COMPETENCY NAME :		People Management			
COMPETENCY DEFINITION :		Effectively manage, inspire and encourage people, respect diversity, optimise talent and build and nurture relationships in order to achieve institutional objectives			
		ACHIEVEMENT LEVELS			
		COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none"> Participate in team goalsetting and problem solving Interact and collaborate with people of diverse backgrounds Aware of guidelines for employee development, but requires support in implementing development initiatives 		<ul style="list-style-type: none"> Seek opportunities to increase team contribution and responsibility 	<ul style="list-style-type: none"> Identify ineffective team and work processes and recommend remedial interventions 	<ul style="list-style-type: none"> Develop and incorporate best practice people management processes, approaches and tools across the institution 	
		<ul style="list-style-type: none"> Respect and support the diverse nature of others and be aware of the benefits of a diverse approach 	<ul style="list-style-type: none"> Recognise and reward effective and desired behavior 	<ul style="list-style-type: none"> Foster a culture of discipline, responsibility and accountability 	
		<ul style="list-style-type: none"> Effectively delegate tasks and empower others to increase contribution and execute functions optimally 	<ul style="list-style-type: none"> Provide mentoring and guidance to others in order to increase personal effectiveness 	<ul style="list-style-type: none"> Understand the impact of diversity in performance and actively incorporate a diversity strategy in the institution 	
		<ul style="list-style-type: none"> Apply relevant employee legislation fairly and consistently 	<ul style="list-style-type: none"> Identify development and learning needs within the team 	<ul style="list-style-type: none"> Develop comprehensive integrated strategies and approaches to human capital development and management 	
		<ul style="list-style-type: none"> Effectively identify capacity requirements to fulfill the strategic mandate 	<ul style="list-style-type: none"> Inspire a culture of performance excellence by giving positive and constructive feedback to the team 	<ul style="list-style-type: none"> Actively identify trends and predict capacity requirements to facilitate unified transition and performance management 	
			<ul style="list-style-type: none"> Achieve agreement or consensus in adversarial environments 		
			<ul style="list-style-type: none"> Lead and unite diverse teams across divisions to achieve institutional objectives 		

LEADING COMPETENCIES		ACHIEVEMENT LEVELS		
CLUSTER	COMPETENCY NAME :			
Program and Project Management				
Able to understand program and project management methodology; plan, manage, monitor and evaluate specific activities in order to deliver on set objectives				
BASIC		COMPETENT	ADVANCED	SUPERIOR
		<ul style="list-style-type: none"> Establish broad stakeholder involvement and communicate the project status and key milestones Define the roles and responsibilities of the project team and create clarity around expectations Find a balance between project deadline and the quality of deliverables Identify appropriate project resources to facilitate the effective completion of the deliverables Comply with statutory requirements and apply policies in a consistent manner Monitor progress and use of resources and make needed adjustments to timelines, steps and resource allocation 	<ul style="list-style-type: none"> Manage multiple programs and balance priorities and conflicts according to institutional goals Apply effective risk management strategies through impact assessment and resource requirements Modify project scope and budget when required without compromising the quality and objectives of the project Involve top-level authorities and relevant stakeholders in seeking project buy-in Identify and apply contemporary project management methodology Influence and motivate project team to deliver exceptional results Monitor policy implementation and apply procedures to manage risks 	<ul style="list-style-type: none"> Understand and conceptualise the long-term implications of desired project outcomes Direct a comprehensive strategic macro and micro analysis and scope projects accordingly to realise institutional objectives Influence people in positions of authority to implement outcomes of projects Lead and direct translation of policy into workable action plans Ensures that programs are monitored to track progress and optimal resource utilisation, and that adjustments are made as needed
<ul style="list-style-type: none"> Initiate projects after approval from higher authorities Understand procedures of program and project management methodology, implications and stakeholder involvement Understand the rationale of projects in relation to the institution's strategic objectives Document and communicate factors and risk associated with own work Use results and approaches of successful project implementation as guide 				

LEADING COMPETENCIES		ACHIEVEMENT LEVELS		
CLUSTER:	COMPETENCY NAME :			
	Financial Management			
COMPETENCY DEFINITION :		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		
BASIC		COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none"> Understand basic financial concepts and methods as they relate to institutional processes and activities Display awareness into the various sources of financial data, reporting mechanisms, financial governance, processes and systems Understand the importance of financial accountability Understand the importance of asset control 		<ul style="list-style-type: none"> Exhibit knowledge of general financial concepts, planning, budgeting and forecasting and how they interrelate Assess, identify and manage financial risks Assume a cost-saving approach to financial management Prepare financial reports based on specified formats Consider and understand the financial implications of decisions and suggestions Ensure that delegation and instructions as required by National Treasury guidelines are reviewed and updated Identify and implement proper monitoring and evaluation practices to ensure appropriate spending against budget 	<ul style="list-style-type: none"> Take active ownership of planning, budgeting and forecasting processes and provides credible answers to queries within own responsibility Prepare budgets that are aligned to the strategic objectives of the institution Address complex budgeting and financial management concerns Put systems and processes in place to enhance the quality and integrity of financial management practices Advise on policies and procedures regarding asset control Promote National Treasury's regulatory framework for Financial Management 	<ul style="list-style-type: none"> Develop planning tools to assist in evaluating and monitoring future expenditure trends Set budget frameworks for the institution Set strategic direction for the institution on expenditure and other financial processes Build and nurture partnerships to improve financial management and achieve financial savings Actively identify and implement new methods to improve asset control Display professionalism in dealing with financial data and processes

CLUSTER :		LEADING COMPETENCIES	
COMPETENCY NAME :		Change Leadership	
COMPETENCY DEFINITION :		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	
ACHIEVEMENT LEVELS			
BASIC	COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">• Display an awareness of change interventions and the benefits of transformation initiatives• Able to identify basic needs for change• Identify gaps between the current and desired state• Identify potential risk and challenges to transformation, including resistance to change factors• Participate in change programs and piloting change interventions• Understand the impact of change interventions on the institution within the broader scope of local government	<ul style="list-style-type: none">• Perform an analysis of the change impact on the social, political and economic environment• Maintain calm and focus during change• Able to assist team members during change and keep them focused on the deliverables• Volunteer to lead change efforts outside of own work team• Able to gain buy-in and approval for change from relevant stakeholders• Identify change readiness levels and assist in resolving resistance to change factors• Design change interventions that are aligned with the institution's strategic objectives and goals	<ul style="list-style-type: none">• Actively monitor change impact and results and convey progress to relevant stakeholders• Secure buy-in and sponsorship for change initiatives• Continuously evaluate change strategy and design and introduce new approaches to enhance the institution's effectiveness• Build and nurture relationships with various stakeholders to establish strategic alliance in facilitating change programs• Take the lead in impactful change programs• Benchmark change interventions against best change practices• Understand the impact and psychology of change and put remedial interventions in place to facilitate effective transformation• Take calculated risk and seek new ideas from best practice scenarios and identify the potential for implementation	<ul style="list-style-type: none">• Sponsor change agents and create a network of change leaders who support the interventions• Actively adapt current structures and processes to incorporate the change interventions• Mentor and guide team members on the effects of change, resistance factors and how to integrate change• Motivate and inspire others around change initiatives

CLUSTER :		LEADING COMPETENCIES		
COMPETENCY NAME :		Governance Leadership		
COMPETENCY DEFINITION :		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		
		ACHIEVEMENT LEVELS		
		COMPETENT	ADVANCED	SUPERIOR
BASIC	<ul style="list-style-type: none"> • Display a basic awareness of risk, compliance and governance factors but require guidance and development in implementing such requirements • Understand the structure of cooperative government but requires guidance on fostering workable relationships between stakeholders • Provide input into policy formulation 	<ul style="list-style-type: none"> • Display a thorough understanding of governance and risk and compliance factors and implement plans to address these • Demonstrate understanding of the techniques and processes for optimising risk taking decisions within the institution • Actively drive policy formulation within the institution to ensure the achievement of objectives 	<ul style="list-style-type: none"> • Able to link risk initiatives into key institutional objectives and drivers • Identify, analyse and measure risk, create valid risk forecasts and map risk profiles • Apply risk control methodology and approaches to prevent and reduce risk that impede on the achievement of institutional objectives • Demonstrate a thorough understanding of risk retention plans • Identify and implement comprehensive risk management systems and processes • Implement and monitor the formulation of policies, identify and analyse constraints and challenges with implementation and provide recommendations for improvement 	<ul style="list-style-type: none"> • Demonstrate a high level of commitment in complying with governance requirements • Implement governance and compliance strategy to ensure achievement of institutional objectives within the legislative framework • Able to advise local government on risk management, best practice interventions and compliance management • Able to forge positive relationships on cooperative governance level to enhance the effectiveness of local government • Able to shape, direct and drive the formulation of policies on a macro level

CLUSTER :		CORE COMPETENCIES		
COMPETENCY NAME :		Moral Competence		
COMPETENCY DEFINITION :		Able to identify moral triggers, apply reasoning that promotes honesty and integrity and consistently display behavior that reflects moral competence		
		ACHIEVEMENT LEVELS		
BASIC		COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">Realise the impact of acting with integrity, but requires guidance and development in implementing principlesFollow basic rules and regulations of the institutionAble to identify basic moral situations, but requires guidance and development in understanding and reasoning with moral intent	<ul style="list-style-type: none">Conduct self in alignment with the values of local government and the institutionAble to openly admit own mistakes and weaknesses and seek assistance from others when unable to deliverActively report fraudulent activity and corruption with local government	<ul style="list-style-type: none">Identify, develop and apply measures of self-correctionAble to gain trust and respect through aligning actions with commitmentsMake proposals and recommendations that are transparent and gain the approval of relevant stakeholders	<ul style="list-style-type: none">Create an environment conducive of moral practicesActively develop and implement measures to combat fraud and corruptionSet integrity standards and shared accountability measures across the institution to support the objectives of local government	
	<ul style="list-style-type: none">Understand and honor the confidential nature of matters without seeking personal gainAble to deal with situations of conflict of interest promptly and in the best interest of local government	<ul style="list-style-type: none">Present values, beliefs and ideas that are congruent with the institution's rules and regulationsTakes an active stance against corruption and dishonesty when noted	<ul style="list-style-type: none">Take responsibility for own actions and decisions, even if the consequences are unfavorable	
		<ul style="list-style-type: none">Actively promote the value of the institution to internal and external stakeholdersAble to work in unity with a team and not seek personal gainApply universal moral principles consistently to achieve moral decisions		

CORE COMPETENCIES		ACHIEVEMENT LEVELS		
Planning and Organising		COMPETENT	ADVANCED	SUPERIOR
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				
BASIC				
<ul style="list-style-type: none">• Able to follow basic plans and organise tasks around set objectives• Understand the process of planning and organising but requires guidance and development in providing detailed and comprehensive plans• Able to follow existing plans and ensure that objectives are met• Focus on short-term objectives in developing plans and actions• Arrange information and resources required for a task, but require further structure and organisation	<ul style="list-style-type: none">• Actively and appropriately organise information and resources required for a task• Recognise the urgency and importance of tasks• Balance short and long-term plans and goals and incorporate into the team's performance objectives• Schedule tasks to ensure they are performed within budget and with efficient use of time and resources• Measures progress and monitor performance results	<ul style="list-style-type: none">• Able to define institutional objectives, develop comprehensive plans, integrate and coordinate activities and assign appropriate resources for successful implementation• Identify in advance required stages and actions to complete tasks• Schedule realistic timelines, objectives and milestones for tasks and projects• Produce clear, detailed and comprehensive plans to achieve institutional objectives• Identify possible risk factors and design and implement appropriate contingency plans• Adapt plans in light of changing circumstances• Prioritise tasks and projects according to their relevant urgency and importance	<ul style="list-style-type: none">• Focus on broad strategies and initiatives when developing plans and actions• Able to protect and forecast short, medium and long term requirements of the institution and local government• Translate policy into relevant projects to facilitate the achievement of institutional objectives	

CLUSTER :		CORE COMPETENCIES		
COMPETENCY NAME :		Analysis and Innovation		
COMPETENCY DEFINITION :		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		
		ACHIEVEMENT LEVELS		
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Understand the basic operation of analysis, but lack detail and thoroughnessAble to balance independent analysis with requesting assistance from othersRecommend new ways to perform tasks within own functionPropose simple remedial interventions that marginally challenges the status quoListen to the ideas and perspectives of others and explore opportunities to enhance such innovative thinking	<ul style="list-style-type: none">Demonstrate logical problem solving techniques and approaches and provide rationale for recommendationsDemonstrate objectivity, insight and thoroughness when analysing problemsAble to break down complex problems into manageable parts and identify solutionsConsult internal and external stakeholders on opportunities to improve processes and service deliveryClearly communicate the benefits of new opportunities and innovative solutions and stakeholdersContinuously identify opportunities to enhance internal processesIdentify and analyse opportunities conducive to innovative approaches and propose remedial intervention	<ul style="list-style-type: none">Coaches team members on analytical and innovative approaches and techniquesEngage with appropriate individuals in analysing and resolving complex problemsIdentify solutions on various areas in the institutionFormulate and implement new ideas throughout the institutionAble to gain approval and buy-in for proposed interventions from relevant stakeholdersIdentify trends and best practices in process and service delivery and propose institutional applicationContinuously engage in research to identify client needs	<ul style="list-style-type: none">Demonstrate complex analytical and problem solving approaches and techniquesCreate an environment conducive to analytical and fact-based problem solvingAnalyse, recommend solutions and monitor trends in key challenges to prevent and manage occurrenceCreate an environment that fosters innovative thinking and follows a learning organisation approachBe a thought leader on innovative customer service delivery and process optimisationPlay an active role in sharing best practice solutions and engage in national and international local government seminars and conferences	

CLUSTER :		CORE COMPETENCIES		
COMPETENCY NAME :		Knowledge and Information Management		
COMPETENCY DEFINITION :		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		
ACHIEVEMENT LEVELS				
BASIC	COMPETENT	ADVANCED	SUPERIOR	
<ul style="list-style-type: none">Collect, categorise and track relevant information required for specific tasks and projectsAnalyse and interpret information to draw conclusionsSeek new sources of information to increase the knowledge baseRegularly share information and knowledge with internal stakeholders and team members	<ul style="list-style-type: none">Use appropriate information systems and technology to manage institutional knowledge and information sharingEvaluate data from various sources and use information effectively to influence decisions and provide solutionsActively create mechanisms and structures for sharing informationUse external and internal resources to research and provide relevant and cutting-edge knowledge to enhance institutional effectiveness and efficiency	<ul style="list-style-type: none">Effectively predict future information and knowledge management requirements and systemsDevelop standards and processes to meet future knowledge management needsShare and promote best-practice knowledge management across various institutionsEstablish accurate measures and monitoring systems for knowledge and information managementCreate a culture conducive of learning and knowledge sharingHold regular knowledge and information sharing sessions to elicit new ideas and share best practice approaches	<ul style="list-style-type: none">Create and support a vision and culture where team members are empowered to seek, gain and share knowledge and informationEstablish partnerships across local government to facilitate knowledge managementDemonstrate a mature approachRecognise and exploit knowledge points in interactions with internal and external stakeholders	

CLUSTER*		CORE COMPETENCIES		
COMPETENCY NAME :		Communication		
COMPETENCY DEFINITION :		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 to achieve the desired outcome		
		ACHIEVEMENT LEVELS		
BASIC		COMPETENT	ADVANCED	SUPERIOR
<ul style="list-style-type: none">• Demonstrate an understanding for communication levers and tools appropriate for the audience, but requires guidance in utilising such tools• Express ideas in a clear and focused manner, but does not always take the audience into consideration• Disseminate and convey information and knowledge adequately	<ul style="list-style-type: none">• Express ideas to individuals and groups in formal and informal settings in a manner that is interesting and motivating• Able to understand, tolerate and appreciate diverse perspectives, attitudes and beliefs• Adapt communication content and style to suit the audience and facilitate optimal information transfer• Deliver content in a manner that gains support, commitment and agreement from relevant stakeholders• Compile clear, focused, concise and well-structured written documents	<ul style="list-style-type: none">• Effectively communicate high-risk and sensitive matters to relevant stakeholders• Develop a well-defined communication strategy• Balance political perspectives with institutional needs when communicating viewpoints on complex issues• Able to effectively direct negotiations around complex• Market and promote the institution to external stakeholders and seek to enhance a positive image of the institution• Able to communicate with the media with high levels of moral competence and discipline	<ul style="list-style-type: none">• Regarded as a specialist in negotiations and representing the institution• Able to inspire and motivate others through positive communication that is impactful and relevant• Creates an environment conducive to transparent and productive communication and critical appreciate conversations• Able to coordinate negotiations at different levels within local government and externally	

CORE COMPETENCIES	
CLUSTER	Results and Quality Focus
COMPETENCY NAME :	Results and Quality Focus
COMPETENCY DEFINITION :	Results and Quality Focus
ACHIEVEMENT LEVELS	
BASIC	COMPETENT
ADVANCED	SUPERIOR
<ul style="list-style-type: none"> Understand quality of work but requires guidance in attending to important matters Show a basic commitment to achieving the correct results Produce the minimum level of results required in the role Produce outcomes that is of a good standard Focus on the quantity of output but requires development in incorporating the quality of work Produce quality work in general circumstances, but fails to meet expectation when under pressure 	<ul style="list-style-type: none"> Focus on high-priority actions and does not become distracted by lower-priority activities Display firm commitment and pride in achieving the correct results Set quality standards and design processes and tasks around achieving set standards Produce output of high quality Able to balance the quantity and quality and quality of results in order to achieve objectives Monitors progress, quality of work and use of resources; provide status updates and make adjustments as needed
<ul style="list-style-type: none"> Consistently verify own standards and outcomes to ensure quality output Focus on the end result and avoids being distracted Demonstrate a determined and committed approach to achieving results and quality standards Follow task and projects through to completion Set challenging goals and objectives to self and team and display commitment to achieving expectations Maintain a focus on quality outputs when placed under pressure Establishing institutional systems for managing and assigning work, defining responsibilities, tracking, monitoring and measuring success, evaluating and valuing the work of the institution 	<ul style="list-style-type: none"> Coach and guide others to exceed quality standards and results Develop challenging, client-focused goals and sets high standards for personal performance Commit to exceed the results and quality standards, monitor own performance and implement remedial interventions when required Work with team to set ambitious and challenging team goals, communicating long- and short term expectations Take appropriate risks to accomplish goals Overcome setbacks and adjust action plans to realise goals Focus people on critical activities that yield a high impact

(A 3644)

LANGEBERG MUNICIPALITY

**Performance Agreement
for the financial year 1 July 2018 – 30 June 2019**

DIRECTOR: ENGINEERING SERVICES

Performance agreement made and entered into by and between

The Langeberg Municipality and represented by the Municipal Manager (*herein and after referred as Employer*)

and

Isak van Der Westhuizen, the Director: Engineering Services (*herein and after referred as Employee*) for the period 1 July 2018 to 30 June 2019

Where as

- a. 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 as "the Parties";
- b. 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;
- c. 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 promote local government goals; and
- d. The Parties wish to ensure that there is compliance with Sections 57(4B) and 57(5) of the Systems Act.

1. INTERPRETATION

1.1 In this Agreement the followings terms will have the meaning ascribed thereto:

1.1.1 "this Agreement" – means the performance agreement between the Employer and the employee and the Annexures thereto;

1.1.2 "the Executive Authority" – means the Mayoral Committee of the Municipality constituted in terms of Section 60 of the Local Government: Municipal Structures Act 117 of 1998 ("the Structures Act") as represented by its chairperson, the Executive Mayor;

1.1.3 "the Employee" means the Director appointed in terms of Section 56 of the Systems Act;

1.1.4 "the Employer" means the Municipality; and

1.1.5 "the Parties" means the Employer and Employee.

2. PURPOSE OF THIS AGREEMENT

- 2.1 To comply with the provisions of Section 57(1)(b),(4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the Parties;
- 2.2 To specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance targets and accountabilities;
- 2.3 To specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4 To monitor and measure performance against set targeted outputs and outcomes;
- 2.5 To establish a transparent and accountable working relationship;
- 2.6 To appropriately reward the employee in accordance with section 11 of this agreement; and
- 2.7 To give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on 01 July 2018 and will remain in force until 30 June 2019 where-after a new Performance Agreement shall be concluded between the parties for the next financial year or any portion thereof;
- 3.2 The Parties will conclude a new Performance Agreement that replaces this Agreement at least once a year by not later than 31st of July of the succeeding financial year;
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason;
- 3.4 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; and
- 3.5 Any significant amendments or deviations must take cognizance of the requirements of sections 34 and 42 of the Municipal Systems Act and Regulation 4(5) of the Regulations.

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;
 - 4.1.2 The timeframes within which those performance objectives and targets must be met; and
 - 4.1.3 The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014) required to operate effectively as senior managers in the local government environment.
- 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:
 - 4.2.1 Key objectives that describe the main tasks that need to be done;
 - 4.2.2 Key performance indicators that provide the details of the evidence that must be provided to show that a key objective has been achieved by the employee;
 - 4.2.3 Target dates that describe the timeframe in which the targets must be achieved; and
 - 4.2.4 Weightings showing the relative importance of the key objectives to each other.
- 4.3 The Personal Development Plan (Annexure C) sets out the Employee's personal development requirements in line with the objectives and targets of the Employer; and
- 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 adopted for the employees 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 employees and service providers to perform to the standards required;

- 5.3 The Employer must consult the Employee about the specific performance standards and targets that will be included in the performance management system applicable to the Employee;
- 5.4 The Employee undertakes to actively focus on the promotion and implementation of the key performance indicators (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, Operational Performance and Competencies both of which shall be contained in the Performance Agreement;
- 5.6 The Employee's assessment will be based on his performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan, which are linked to the KPAs, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee;
- 5.7 The Competencies will make up the other 20% of the Employee's assessment score. The Competencies are spilt into two groups, leading competencies (indicated in blue on the graph below) that drive strategic intent and direction and core competencies (indicated in green on the graph below), which drive the execution of the leading competencies.

6. PERFORMANCE ASSESSMENT

- 6.1 The Performance Plan (Annexure A) to this Agreement sets out key performance indicators and competencies that needs to be evaluated in terms of –
 - 6.1.1 The standards and procedures for evaluating the Employee's performance; and
 - 6.1.2 During 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 also be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan (IDP) as described in 6.6 – 6.13 below;
- 6.5 The Employee will submit quarterly performance reports (SDBIP) and a comprehensive annual performance report at least one week prior to the performance assessment meetings to the Evaluation Panel Chairperson for distribution to the panel members for preparation purposes;
- 6.6 Assessment of the achievement of results as outlined in the performance plan:
- 6.6.1 Each KPI or group of KPIs shall be assessed according to the extent to which the specified standards or performance targets have been met (qualitative and quantitative) and with due regard to ad-hoc tasks that had to be performed under the KPI;
- 6.6.2 A rating on the five-point scale described in 6.9 below shall be provided for each KPI or group of KPIs which will then be multiplied by the weighting to calculate the final score;
- 6.6.3 The Employee will submit his self-evaluation to the Employer prior to the formal assessment;
- 6.6.4 In the instance where the employee could not perform due to reasons outside the control of the employer and employee, the KPI will not be considered during the evaluation. The employee should provide sufficient evidence in such instances; and
- 6.6.5 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.7 Assessment of the Competencies:
- 6.7.1 Each Competency will be assessed in terms of the descriptions provided (Annexure B) during the mid-year and year-end reviews;
- 6.7.2 A rating on the five-point scale described in 6.10 below shall be provided for each Competency which will then be multiplied by the weighting to calculate the final score; and
- 6.7.3 An overall score will be calculated based on the total of the individual scores calculated above.
- 6.8 Overall rating
- 6.8.1 An overall rating is calculated by adding the overall scores as calculated in 6.6.5 and 6.7.3 above; and