



PERFORMANCE AGREEMENT

Between

WITZENBERG MUNICIPALITY

("The Council")

Herein represented by the Municipal Manager,
Mr D Nasson,

And

Mr HJ Kritzinger

("The Director: Financial Services")

**Financial Year
2026/2027**

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TABLE OF CONTENTS

	<u>Description</u>	<u>Page</u>
1.	Recordal	3
2.	Performance Management Model	4
3.	Duration	4
4.	Performance Management System	5
5.	Performance Objectives	6
6.	Review of Performance	7
7.	Assessment Process	8
8.	The Assessment Panel	11
9.	Developmental Requirements	11
10.	Obligations of Employer	11
11.	Consultation	12
12.	Managing Assessment Outcomes	12
13.	Dispute Resolution	14
14.	Alignment with Performance Management Regulations	14
15.	Provisions of the Employment Agreement	15

ANNEXURES

Appendix A:	Part I: Functional KPA Objectives	A-1
	Part II: Core Competency Requirements (CCRs)	

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1. RECORDAL

- 1.1. The Municipal Manager and the Director ("the parties") have entered into an Employment Contract ("the Employment Agreement").
- 1.2. The Employment Contract [read together with section 57 of the Local Government: Municipal Systems Act, 32 of 2000 ("the Systems Act")], provides for the parties to conclude a Performance Agreement within 90 days after appointment and after that by no later than 31 July of each year for the duration of the Employment Contract. Should the conclusion of the Performance Agreements not be completed by this date due to unforeseen circumstances, the parties may extend this date by mutual agreement.
- 1.3. The parties have taken into consideration the provisions of Chapter 6 of the Systems Act (sections 38 to 49) which deal with performance management, the Local Government: Municipal Planning and Performance Management Regulations, 2001 (published in Government Gazette No. 22602 of 24 August 2001), the Local Government: Municipal Performance Management Regulations for Municipal Managers, 2006 (published in Government Gazette No 29089 of 1 August 2006), and Regulation 21 of 17 January 2014.
- 1.4. The purpose of the Performance Agreement is to:
 - 1.4.1. comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Act as well as the employment contract entered into between the parties;
 - 1.4.2. specify objectives and targets defined and agreed with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Integrated Development Plan, Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the municipality;
 - 1.4.3. specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
 - 1.4.4. monitor and measure performance against set targeted outputs;
 - 1.4.5. use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
 - 1.4.6. in the event of outstanding performance, to appropriately reward the employee; and
 - 1.4.7. effect the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.
- 1.5. The parties wish to record the terms of the Performance Agreement as they hereby do.



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2. PERFORMANCE MANAGEMENT FRAMEWORK

2.1. It is recorded that –

2.1.1 The performance management framework utilized by the parties is a measurement tool for assessing an individual senior manager's contribution to his employer. It is the most significant component in the determination of the manager's performance bonus.

2.1.2 The basis for the measurement will be derived by the Executive Mayor from the strategic priorities of Council, as depicted in its Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and any outcomes of strategic planning sessions of Council and the senior management team.

2.2 Annexed hereto marked "A" is the Performance Scorecard ("Plan") as agreed by the parties. It identifies the strategic aims, objectives, how the achievement of these objectives is to be measured, the proposed performance targets in respect of each objective, and the weighting, on a percentage basis, given to each strategic aim and/or objective. The Performance Scorecard may consists of two key components:

2.3 2.3.1 Annexure A: Part 1: Functional Objectives in terms of the five national municipal Key Performance Areas (80% weighting) and Annexure A: Part 11: Core Competency Requirements which identify certain generic managerial competencies (20%).

2.3.2 Annexure B: Personal Development Plan if required.

3. DURATION

3.1. The Performance Agreement must be entered into for each financial year of the municipality, or part thereof.

3.2. The Performance Agreement will be deemed to have commenced on 1 July 2026 ("the commencement date") and shall govern the performance of the Director in the period from the commencement date until 30 June 2027.

3.3. Notwithstanding the provisions of clause 3.1, the parties shall nevertheless remain bound by the provisions of this Performance Agreement until the employee has been paid his performance bonus in terms of clause 6 if allowed within the law and/or agreement.



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- 3.4. The Director must be employed for at least four months of this evaluation period in order to be considered for the payment of a *pro rata* performance bonus in terms of this agreement.
- 3.5. The agreement will terminate on the termination of the employee's contract of employment.
- 3.6. 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 may be revised by mutual agreement between the parties.

4. PERFORMANCE MANAGEMENT SYSTEM

- 4.1 The employee agrees to participate in the performance management framework or system that the employer adopts or introduces for the municipality.
- 4.2 The employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the employer, management and municipal staff to perform to the standards required.
- 4.3 The employer will consult the employee about the specific performance standards that will be included in the performance management system as applicable to the employee.
- 4.4 The employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.
- 4.5 The criteria upon which the performance of the employee must be assessed consist of two components, both of which must be contained in the performance agreement. The employee must be assessed against both components, with a weighting of 80: 20 allocated to the Key Performance Areas (KPAs) and the Leadership and Core Competency Requirements (LCCRs), respectively. Each area of assessment will be weighted and will contribute a specific part to the total score. KPAs covering the main areas of work will account for 80% and CCRs will account for 20% of the final assessment.



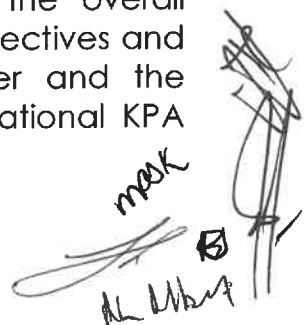
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- 4.6 The employee's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute 80% of the overall assessment result as per the weightings agreed to between the employer and employee.
- 4.7 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.

5. PERFORMANCE OBJECTIVES

- 5.1 The performance plan sets out:
- (a) The performance objectives and targets that must be met by the employee;
 - (b) The time frames within which those performance objectives and targets must be met; and
 - (c) The competencies (Annexure B – definitions in terms of Regulation 21 of 17 January 2014 as amended) required to operate effectively as senior managers in the local government environment.
- 5.2 The performance objectives and targets reflected in the performance plan 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 municipality, and shall include key objectives; key performance indicators; target dates and weightings.
- 5.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 5.4 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.
- 5.5 The objectives set for the employee will be spread amongst the Key Performance Areas referred to in 4.5 to form 80% of the overall assessment. The content and weighting of these various objectives and the respective KPAs, as agreed between the employer and the employee, is documented in Appendix A. The 5 broad national KPA categories are:

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- 5.5.1 Basic Service Delivery (BSD)
- 5.5.2 Municipal Institutional Development and Transformation (MTID)
- 5.5.3 Local Economic Development (LED)
- 5.5.4 Municipal Financial Viability and Management (MFVM)
- 5.5.5 Good Governance and Public Participation (GGPP)

6. REVIEW OF PERFORMANCE

- 6.1 The Municipal Manager must initiate quarterly review and feedback sessions with the Director during which progress on the objectives articulated in Appendix A will be reviewed and any potential obstacles to performance will be identified and corrective action agreed upon.
- 6.2 The performance of the employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the third quarter may be verbal if performance is satisfactory:

Quarter	Period	Review Date
1st quarter	July - September	October 2026
2nd quarter	October - December	January 2027
3rd quarter	January – March	April 2027
4th quarter	April - June	July 2027

- 6.3 The outcomes of the review session shall be documented and distributed to the employee after conclusion of the review session. This performance feedback must be based on the employer's assessment of the employee's performance, based on the objectives agreed upon and documented in Appendix A.
- 6.4 The employer must keep a record of the reviews and annual assessment meetings according to the regulations.
- 6.5 If the need arises during performance reviews to adapt performance indicators, objectives or targets due to unforeseen circumstances and/or operational requirements, then such changes will be by mutual agreement and will be reduced to writing in an appendix to this agreement within seven (7) days of such an agreement.
- 6.6 The employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.



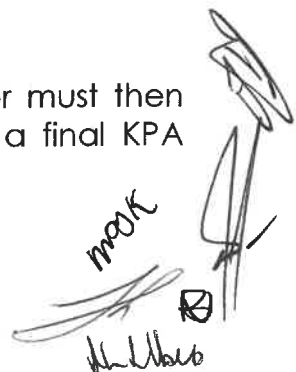
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7. ASSESSMENT PROCESS

- 7.1 As soon as possible after the conclusion of the financial year, but in any event by no later than 31 January, or by such later date as may be agreed by the parties in writing, the Municipal Manager shall assess the performance and determine the score of the Director in accordance with the assessment framework as set out in clause 2.1-2.2 above.
- 7.2 The performance assessment will take place solely on the basis of the Performance Scorecard as described in 2.2 above.
- 7.3 The performance plan sets out –
- 7.3.1 The standards and procedures for evaluating the employee's performance; and
 - 7.3.2 The intervals for the evaluation of the employee's performance.
- 7.4 Despite the establishment of agreed intervals for evaluation, the employer may in addition review the employee's performance at any stage while the employment contract remains in force.
- 7.5 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 if so preferred.
- 7.6 The annual performance appraisal must involve:
- 7.6.1 Assessment of the achievement of results as outlined in the performance plan:
 - 7.6.1.1 Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to ad hoc tasks that had to be performed under the KPA.
 - 7.6.1.2 An indicative rating on the five-point scale should be provided for each KPA.
 - 7.6.1.3 The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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7.6.2 Assessment of the CCRs:

- 7.6.2.1 Each CCR should be assessed according to the extent to which the specified standards have been met.
- 7.6.2.2 An indicative rating on the five-point scale should be provided for each CCR.
- 7.6.2.3 This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- 7.6.2.4 The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.

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

7.8 The assessment of the performance of the employee will be based on the following rating scale for KPA's:

Rating	Level	Description
5	Outstanding Performance	<ul style="list-style-type: none"> ➤ Performance far exceeds the standard expected of an employee at this level. ➤ The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.
4	Performed significantly above expectations	<ul style="list-style-type: none"> ➤ Performance is significantly higher than the standard expected in the job. ➤ The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	<ul style="list-style-type: none"> ➤ Performance fully meets the standards expected in all areas of the job. ➤ The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan

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2	Performance not fully effective	<ul style="list-style-type: none"> ➤ Performance is below the standard required for the job in key areas. ➤ Performance meets some of the standards expected for the job. ➤ The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan
1	Unacceptable performance	<ul style="list-style-type: none"> ➤ Performance does not meet the standard expected for the job. ➤ The review/ assessment indicate that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. ➤ The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

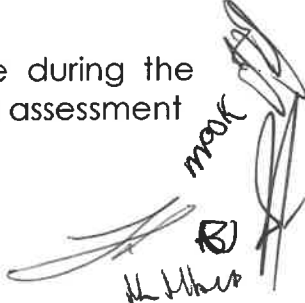
7.9 The assessment of the LCCR competencies will be based on the following rating scale:

Achievement Levels	Score	Description
Poor	0	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	1 - 2	Applies basic concepts, methods, and understanding of local government operations, but requires supervision and development intervention
Competent	3 – 3,5	Develops and applies more progressive concepts, methods and understanding. Plans and guides the work of others and executes progressive analyses
Advanced	4	Develops and applies complex concepts, methods and understanding. Effectively directs and leads a group and executes in- depth analyses
Superior	5	Has a comprehensive understanding of local government operations, critical in shaping strategic direction and change, develops and applies comprehensive concepts and methods

7.10 The outcome of the performance assessment will be documented in a review report and the Municipal Manager will provide feedback to the Director within 10 working days after the assessment.

7.11 The Director shall be given the opportunity to respond to the report in writing within 10 working days after receipt of the report.

7.12 Should the Municipal Manager cease to hold this office during the assessment period, the parties hereby agree that an interim assessment



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will take place at least 5 working days prior to the Municipal Manager leaving this position. The parties hereby agree further that this assessment will carry a pro-rata weight in the annual assessment of the Municipal Manager, and that this specific provision will only be negated with the explicit consent of both parties.

8. THE ASSESSMENT PANEL

8.1 For purposes of evaluating the annual performance of the Director, an evaluation panel constituted of the following persons must be established –

8.1.1 Municipal Manager;

8.1.2 Chairperson of the performance audit committee or the audit committee in the absence of a performance audit committee;

8.1.3 Member of the Mayoral Committee (Portfolio Chairperson); and

8.1.4 A Performance Management specialist appointed by the Municipal Manager to assist with the process.

8.2 The manager responsible for human resources of the municipality must provide secretariat services to the assessment panel.

9. DEVELOPMENTAL REQUIREMENTS

9.1 A personal development plan (PDP) for addressing developmental gaps may form part of the performance agreement.

9.2 Any developmental gaps, initiatives and/ or remedial actions identified at any time during the duration of this agreement, including during performance review sessions, may be documented on the PDP which may be attached as "Annexure B" hereto.

10. OBLIGATIONS OF THE EMPLOYER

10.1 The Employer must

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

10.1.2 provide access to skills development and capacity building opportunities;

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



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10.1.4 on the request of the employee delegate such powers reasonably required by the employee to enable him or her to meet the performance objectives and targets established in terms of the agreement; and

10.1.5 make available to the employee such resources as the employee may reasonably require from time to time assisting him or she to meet the performance objectives and targets established in terms of the agreement.

11. CONSULTATION

11.1 The Employer agrees to consult the employee timeously where the exercising of the powers will have, amongst others:

- a. a direct effect on the performance of any of the employee's functions;
- b. commit the employee to implement or to give effect to a decision made by the employer; and
- c. a substantial financial effect on the employer.

11.2 The employer agrees to inform the employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 above as soon as is practicable to enable the employee to take any necessary action without delay.

12. MANAGING OF ASSESSMENT OUTCOMES

12.1 Rewarding Performance

12.1.1 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance;

12.1.2 The payment of the performance bonus is determined by the performance score obtained during the 4th quarter and as informed by the quarterly performance assessments;

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

Performance Rating		Bonus Calculation
0% - 45%	Poor Performance	0% of Total Package
46% - 55%	Average Performance	5% of Total Package
56% - 65%	Fair Performance	8% of Total Package
66% - 75%	Good Performance	11% of Total Package
76% - 100%	Excellent Performance	14% of Total Package

12.1.4 In the event of the Employee terminating his services during the validity period of this Agreement, the Employee's performance will be evaluated for the portion during which he was employed and he will be entitled to a pro-rata performance bonus based on his evaluated performance for the period of actual service;

12.1.5 The Employer will submit the total score of the annual assessment and of the Employee, to the Executive Mayor for purposes of recommending the bonus allocation.

12.2 Handling Poor Performance.

12.2.1 In the case of unacceptable performance, the employer shall

- (a) Provide systematic remedial or developmental support to assist the employee to improve his or her performance; and
- (b) If after appropriate performance counselling and guidance and/or support and reasonable time for improvement in performance, the performance does not improve, the employer may consider steps to terminate the employment of the employee on grounds of incapacity to carry out his or her duties.

12.2.2 Where the Municipal Manager is, at any time during the Director's employment, not satisfied with the Director's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will define the nature of the performance problem and give notice to the Municipal Manager to attend a meeting to discuss the performance.

12.2.3 During this meeting, the areas of concern will be pointed out by the Municipal Manager and agreement will be reached on the remedies to be taken to address the noted areas of concern.



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12.2.4 Over and above the ad hoc discussions provided for in 12.2.2 above, the Review Process set out in clause 6 will be utilised to identify and address any performance problems noted.

12.2.5 If at any stage thereafter the Municipal Manager holds the view that the performance of the Director is not satisfactory, the Municipality will, subject to compliance with applicable labour legislation, be entitled by notice in writing to terminate the Director's employment in accordance with the employment contract of the Director.

13. DISPUTE RESOLUTION

13.1 Any disputes about the nature and content of the employee's performance agreement, must be mediated by the Executive Mayor within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both parties.

13.2 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 provided for in sub-regulation 27(4)(e), 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 The provisions of this clause shall not derogate whatsoever from the rights of the Council in terms of the Employment Contract.

14. ALIGNMENT WITH MUNICIPAL PERFORMANCE MANAGEMENT REGULATIONS

14.1 The parties agree that the abovementioned regulations were used as a guideline in drafting this agreement, and at the time of conclusion of this agreement certain aspects prescribed in the regulations require further clarification from the MEC for Local Government and/ or the National Department of Local Government or court precedent.

14.2 In the absence of clarity on the interpretation of any prescriptions of this agreement, the parties agree that any deviations from the agreement in this regard will be by mutual consent and with the approval of the municipal Council or a delegated authority of Council.



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15. PROVISIONS OF THE EMPLOYMENT CONTRACT

The provisions of the Employment Contract *mutatis mutandis* apply to this Performance Agreement as if specifically incorporated herein.

Signed at **Ceres** on this the 18 day of June 2026.

AS WITNESSES:

1. Bisser

2. A. L. Albert


Mr HJ Kritzing
Director: Financial Services

Signed at **Ceres** on this the 18th day of JUNE 2026.

AS WITNESSES:

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Mr D Nasson
Municipal Manager

ANNEXURE B

PERSONAL DEVELOPMENT PLAN 2026/2027: C KRITZINGER

Director Financial Services

Date of Entry	Skill required / performance gap	Outcomes Expected (what will achieve)	Suggested Training and / or activity and mode of delivery	Suggested Time Frames / completion date	Work Opportunity Created to Practice Skill / Development Area	Support Person	Signature of Employee	Comments at next Review
2026/07/01	Continuous Professional Development	Keep abreast of technology best practice, etc.	Attendance of relevant congresses, seminars, forums, etc.	2027/06/30	Technical knowledge	Self		





Competency Framework

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CORE COMPETENCY FRAMEWORK

The performance of Section 57 Managers should be assessed in terms of Core Competency Requirements (CCRs) as required by the Regulations of Section 57 Managers. These competencies describe general managerial and occupational skills. The assessment of these competencies will account for **twenty percent** of the total employee assessment score. The bold CCR's are compulsory for all managers.

Annexure B describes the different proficiency levels for each Core Competency Requirements (CCRs) and should therefore form part of this section of the Performance Plan.

Core Managerial Skill	Select prof. level (refer Annexure B)	Definition	Weight
Strategic Leadership and Management		Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate	2
Programme and project management		Skills to enable the individual to plan, manage, monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved	2
Financial Management		Skills required to manage projects and/or department work within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary.	
Change Management		Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments.	2
Knowledge management		This includes the working knowledge of Council regulations, by-laws and policies, National, Provincial and Local Government structures and applicable legislation.	2
Problem solving and analytical thinking		Be able to systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner	2
People and diversity management		Skills to manage and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with his/ her team so that information can be shared and so that the team is aware of decisions that may affect them. It also involves distributing workloads so that individual skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality	2



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Indicator Name	Indicator Ref	Indicator Level	Owner Dept	2026/27 Annual Target	1stQ Target	2ndQ Target	3rdQ Target	4thQ Target	Definition	Weight (max 80%)
All Compliance System Notifications (iComply/Euonomia) allocated to Directorate completed within prescribed time period.	FinDir16	Departmental	Director Finance	100%	100%	100%	100%	100%	100% of notifications allocated to staff (agent) in Directorate completed by due date.	2%
Monthly meetings with line managers to ensure effective management of the directorate (separate from section 71 meetings).	FinDir2	Departmental	Director Finance	10	3	5	7	10		1%
Achievement of at least 80% of departmental sdbip kpi's allocated to Financial Directorate	FinDir21	Departmental	Director Finance	80%	80%	80%	80%	80%	80% of departmental indicators achieved at period end	2%
Achieve an unqualified opinion of the Auditor-General on annual financial statements of the current year.	FinDir3	Departmental	Director Finance	1	1	1	1	1	Reporting when audit results are available.	5%
Submit Draft Section 72 Report to MM by 20 January	FinDir14	Departmental	Director Finance	1	1	1	1	1		2%
Report on the revision of Financial policies & procedures presented at IDP Strategic workshop in January.	FinDir5	Departmental	Director Finance	1	1	1	1	1	Report on revision to include analysis on success or shortcomings of policies and proposed changes to address.	1%
Financial policies presented at Council in May	FinDir13	Departmental	Director Finance	1	1	1	1	1		5%
Final budget tabled at Council meeting in May.	Dir7	Departmental	Director Finance	1	1	1	1	1		10%
Recommendations from Provincial assessment on budget implemented by end of May	FinDir8	Departmental	Director Finance	1	1	1	1	1		1%
Updating of asset register on quarterly basis.	FinFAdm23	Departmental	Financial Administration	4	1	2	3	4		1%
Submission of all insurance claims within 30 days after date received of claim from claimant.	FinFAdm30	Departmental	Financial Administration	100%	100%	100%	100%	100%		1%
Percentage of meter readings estimated.	FinIncl16	Departmental	Income	15%	15%	15%	15%	15%		2%
Develop a Procurement plan by May	FinSCM29	Departmental	Supply Chain	1	1	1	1	1		2%
Irregular, Fruitless and Wasteful, Unauthorised Expenditure as a percentage of Total Operating Expenditure.	FinDir28	Departmental	Director Finance	0%	0%	0%	0%	0%	The indicator measures the extent to which the municipality has incurred irregular, fruitless and wasteful and unauthorised expenditure. Fruitless and wasteful expenditure is expenditure that was made in vain and would have been avoided had reasonable care been exercised. Irregular expenditure is incurred by the municipality in contravention of a requirement of the law. Unauthorised expenditure includes overspending of the total amount appropriated in the approved budget.	2%
Submission of Annual Financial Statements to Auditor-General by 31 August.	FinDir24	Departmental	Director Finance	1	1	1	1	1		4%