

GA-SEGONYANA LOCAL MUNICIPALITY

2023/2024

PERFORMANCE AGREEMENT

BASIC SERVICES AND

INFRASTRUCTURE

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AS PRESENTED BY

MARTIN TSATSIMPE

(In his capacity as the Municipal Manager of the GA-SEGONYANA LOCAL MUNICIPALITY)

(The client for the purpose of this agreement)

AND

BONOLO MACDONALD KGOSIENG

Director Infrastructure Services of GA-SEGONYANA LOCAL MUNICIPALITY

(The Employee for the purpose of this agreement)



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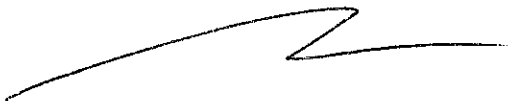
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ENTERED INTO BY AND BETWEEN:

GA-SEGONYANA LOCAL MUNICIPALITY herein represented by **M.Tsatsimpe, ID No, 780405 5422 081**, in his capacity as the Municipal Manager of GA-SEGONYANA LOCAL MUNICIPALITY (hereinafter referred to as the client)

AND

Bonolo Macdonald Kgosieng, ID No, 791010 5918 083 in his capacity as the Director Infrastructure Services an Employee of GA-SEGONYANA MUNICIPALITY (hereinafter referred to as the employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1.INTRODUCTION

The Client 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 Client and the Employee are hereinafter referred to as "the Parties".

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. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals. The parties wish to ensure that there is compliance with sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2.PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- ✓ Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;
- ✓ Specify objectives and targets established for the Employee and to communicate to the Employee the Client's expectations of the Employee's performance expectations and accountabilities; Specify accountabilities as set out in the Performance Plan (Annexure B);
- ✓ Monitor and measure performance against set targeted outputs;
- ✓ Use the Performance Agreement and Performance Plan as the only basis for assessing whether the employee has met the performance expectation applicable to his;
- ✓ Appropriately reward the Employee in accordance with the client's performance management system in the event of outstanding performance: and
- ✓ Give effect to the client's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3.COMMENCEMENT AND DURATION



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- 3.1 Notwithstanding the date of signature thereof. This agreement and the date of signature shall commence and shall in all respect be deemed to have commenced, with effect from **1 July 2021** and will remain in force until **30 July 2021** where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3 This Agreement will terminate on the termination of the Client's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters to (whether as a result of government or council decisions or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall immediately be revised.

4. PERFORMANCE OBJECTIVES

The performance objectives and targets that must be met by the Employees; and

- ✓ The time frames within which those performance objectives and targets must be met
- ✓ The performance objectives and targets reflected in Annexure B are set by the Client in consultation with the Employees and based on the Integrated Development Plan, Service Delivery and Budget Implementation Plan of the Client, and shall include key objectives; key performance indicators; target dates and weightings.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1. The Employee agrees to participate in the performance management system that the Municipality adopts or introduces for the Employer, management and municipal staff of the Employer.

5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Client, management and municipal staff to perform to the standards required.

5.3. The Employer must consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

6. PERFORMANCE MANAGEMENT

The Employee agrees to participate in the Performance Management System that the Client adopts.



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- ✓ The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (Including special projects relevant to the employee's responsibilities) within the Local Government Framework.
- ✓ The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the Performance Agreement.
- ✓ The Employee must be assessed against both components, with a weighting of 8:20 allocated to KPA and the Core Managerial Competencies [CMCs] respectively.
- ✓ Each area of assessment will be weighted and will contribute a pro rata to the total score.
- ✓ KPA's covering the main areas of work will account 80% and CMC's will account for 20% of the final assessment.

The Employee's assessment will be based on his/her performance in terms of the outputs/outcomes (performance indicators) identified as per attached Performance Plan (Annexure B) which are linked to the KPA's and will constitute 80% of the overall assessment result as per the weightings agreed to between the Client and Employee:

Key Performance Areas	Weighting
Institutional Transformation and Organisational Development	5%
Basic Service Delivery and Development	80%
Financial Management	5%
Local Economic Development	5%
Good Governance and Public Participation	5%
Total	100%

The CMCs will make up the other 20% of the Employee's assessment score. CMCs that are deemed to be most critical for the Employee's specific job should be selected from the list below as agreed to between the Client and Employee:

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
Core Managerial and Occupational Competencies	√ (Indicate choice)	Weight
Core Managerial Competencies:		
Strategic Capability and Leadership		
Programme and Project Management		20%
Financial Management	Compulsory	20%
Change Management		
Knowledge Management		
Service Delivery Innovation		10%
Problem Solving and Analysis		5%
People Management and Empowerment	Compulsory	10%

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CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (CCR)		
Core Managerial and Occupational Competencies	√ (Indicate choice)	Weight
Core Managerial Competencies:		
Client Orientation and Customer Focus	Compulsory	10%
Communication		
Honesty and Integrity		
Core Occupational Competencies:		
Competence in Self-Management		
Interpretation of and implementation within the legislative and national policy frameworks		5%
Knowledge of developmental local government		5%
Knowledge of Performance Management and Reporting		5%
Knowledge of global and South African specific political, social and economic contexts		5%
Competence in policy conceptualisation, analysis and implementation		
Knowledge of more than one functional municipal field / discipline		
Skills in Mediation		
Skills in Governance		
Competence as required by other national line sector departments		
Exceptional and dynamic creativity to improve the functioning of the municipality		5%
Total percentage	-	100%

7. EVALUATING PERFORMANCE

The performance Plan (Annexure B) to this Agreement sets out-

- ✓ The standards and procedures for evaluating the Employee's performance; and
- ✓ The intervals for the evaluation of the Employee's performance.

Despite the establishment of agreed intervals for evaluation, the client may in addition review the Employee's performance at any stage while the contract of employment remains in force.

- ✓ Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan.
- ✓ The actions agreed to and implementation must take place within set time frames.

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The annual performance appraisal will involve:

- ✓ Assessment of the achievement of results as outlined in the performance plan (Annexure B):
- ✓ 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.
- ✓ An indicative rating on the five-point scale should be provided for each KPA.
- ✓ The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

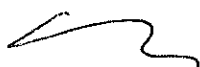
8. ASSESSMENT OF THE CMCS

Each CMC should be assessed according to the extent to which the specified standards have been met. An indicative rating on the five-point scale should be provided for each CMC. The applicable assessment rating calculator must then be used to add the scores and calculate a final CMC score.

9. OVERALL RATING

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal. The Assessment of the performance of the Employee will be based on the following rating scale for KPA's and CMCS:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding performance	Performance far exceeds the standard expected of an employee this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieves all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The					

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Level	Terminology	Description	Rating				
			1	2	3	4	5
		review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved 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.					

For purposes of evaluating the annual performance of managers directly accountable to the municipal managers, an evaluation panel constituted of the following persons must be established –

- ✓ Municipal Manager
- ✓ Chairperson of the performance audit committee
- ✓ Member of the Executive committee
- ✓ Municipal manager from another municipality.

Performance review of individual managers occurs on a quarterly basis during the periods in the table below.

First Quarter	During the first week of October.
Second Quarter	During the second week of February.
Third Quarter	During the first week of April.
Fourth Quarter and Annual Review	End of July.

- ✓ The Client shall keep a record of the mid-year review and annual assessment meetings.
- ✓ Performance feedback shall be based on the client's assessment of the Employee's performance.
- ✓ The Client will be entitled to review and make reasonable changes to the provisions of Annexure "B" from time to time for operational reasons.
- ✓ The Employee must be fully consulted before any such change is made.
- ✓ The Client may amend the provisions of Annexure B 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 changes is made.

10. OBLIGATION OF THE CLIENT

The Client shall –

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- ✓ Create an enabling environment to facilitate effective performance by the employee;
- ✓ Provide access to skills development and capacity building opportunities;
- ✓ Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- ✓ On the request of the Employee delegate such powers reasonably required by the Employee to enable him/her to meet the performance objectives and targets established in terms of this Agreement; and
- ✓ Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this Agreement.

11. CONSULTATION

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

- ✓ A direct effect on the performance of any of the Employee's functions;
- ✓ Commit the Employee to implement or to give effect to a decision made by the Client; and
- ✓ A substantial financial effect on the Client.
- ✓ The Client agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

- ✓ The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

In the case of unacceptable performance, the Client shall -

- ✓ Provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
- ✓ After appropriate performance counselling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Client 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, subject to the provisions of the Labour Relations Act, 1995 as amended.

13. DISPUTE RESOLUTION

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

- ✓ The MEC for Cooperative Governance and Traditional Affairs; or
- ✓ Any other person appointed by the MEC

13.2 In the event that the mediation process contemplated above fails, the parties concerned firstly to the jurisdiction of the Commission for Mediation and Arbitration



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(CMCMA) and if the CCMA is not able to adjudicate the dispute, a court of the Republic of South Africa with regard to any claims or dispute resulting or arising from this contract.

14. GENERAL

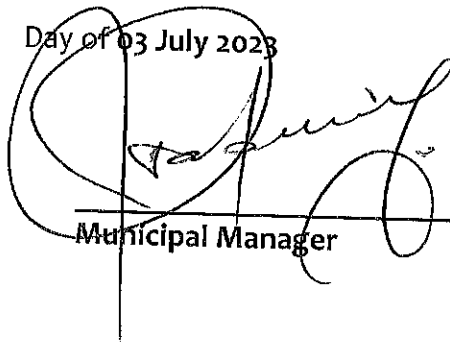
The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Client.

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 **KURUMAN** on the Day of **03 July 2023**




Director Infrastructure Services




Municipal Manager




(1) Witness



(1) Witness



(2) Witness



(2) Witness

Annexure A: PERSONAL DEVELOPMENT PLAN

DEVELOPMENTAL REQUIREMENTS

The aim of the Personal Development Plan (PDP) is to ensure that Employees are skilled to meet objectives as set out in the Performance Management Agreement employees by legislation. Such career-path planning ensures competent employees for current and possible future positions. It is there of identifies, prioritise and implement training needs.

Legislative needs taken into account comes from the Municipal Systems Act Guidelines: Generic Senior Management Competency Framework and occupational competency profiles, Municipal Finance Management Competency Regulations, such as those developed by the National Treasury and other line sector departments legislated competency requirements needs to be taken into consideration during the PDP Process

2023-2024 Personal Development Plan Director Infrastructure Services						
Skills/Performance Gap	Outcome Expected	Suggested Training/ Development Activities	Suggested Mode of delivery	Suggested Timeframes	Work opportunity created to practice skill/ Development Area	Support Person
Continuous development	CPD continuous professional development	Attend CPD accredited w/shops/conferences	Attendance	1 July 2023-30 June 2024	Ongoing	N/A
Continuous development	CPD continuous professional development	Municipal Finance programme	Attendance	1 July 2023-30 June 2024	Ongoing	N/A


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ANNEXURE B: SERVICE DELIVERY OBJECTIVES, KEY PERFORMANCE INDICATORS AND TARGETS

Key Performance Area: Basic Services Delivery and Infrastructure Development												
Programme (IDP)	Programme (IDP)	Objectives	Key Performance Indicators	Baseline	Target output (Annual target)	Unit of Measurement	Quarterly Targets				Annual Budget	Portfolio of Evidence
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
Develop and maintain infrastructural community services	Building Plan Administration and Inspectorate	To continuously comply to national building act and regulations	KPI 27 Building occupational certificates issued within 30 days by 30 June 2024.	Building occupational certificates issued within 30 days by 30 June 2023.	Building occupational certificates issued within 30 days by 30 June 2023.	Days	30 days	30 days	30 days	30 days	Operational	Inspection request form and occupational certificates
			KPI 28 Building plans assessed within 30 days 30 June 2024.	Building plans assessed within 30 days 30 June 2023.	Building plans assessed within 30 days 30 June 2023.	Days	30 days	30 days	30 days	30 days	Operational	Building plans application register and proof of assessment.
			KPI 29 Notices served on contraventions reported by 30 June 2024.	number of notices served on contraventions by 30 June 2023.	number of notices served on contraventions by 30 June 2023.	Number	1	1	1	1	Operational	Contravention registers and notices served
			KPI 30 Refurbishment of Town Hall & Office Space by 30 June 2024.	New	Refurbishment of Town Hall & Office Space by 30 June 2024.	Number				1	27 000 000	Close out report & GPS coordinates

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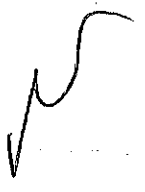
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Electrical connections	Provision of electricity to new households	KPI 31 Construction of new community hall at Seoding by 30 June 2024.	100% Households & business provided with electrical connections expressed as a % of the total number of applications received by June 2023.	100% Households & business provided with electrical connections expressed as a % of the total number of applications received by June 2023.	100%	100%	100%	100%	100%	Operational	Application forms and connection report.
	Water Infrastructure	To supply at least basic water services to all households in the municipal area by 2022.	KPI 32 Households & business provided with full waterborne sewer connections expressed as a % of the total number of applications received by June 2024.	100% Households & business provided with full waterborne sewer connections expressed as a % of the total number of applications received by June 2023.	100% Households & business provided with full waterborne sewer connections expressed as a % of the total number of applications received by June 2023.	100%	100%	100%	100%	Operational	Application forms and connection report.

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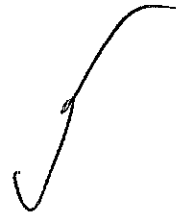
	Water connections		<p>KPI 33 Households & business provided with new water yard connections expressed as a % of the total applications received by June 2024.</p>	<p>100% Households & business provided with new water yard connections expressed as a % of the total applications received by June 2023.</p>	%	100%	100%	100%	100%	Operational	Application forms and connection report.
Upgrading of water unfracture	<p>KPI 34 Replacement of faulty meters (replacement of the old water meter with the new meters) by June 2024.</p>	new		<p>200 Quarterly replacement of faulty meters (replacement of the old water meter with the new meters) by June 2024.</p>	Number	50	n/a	50	50	Operational	Replacement registers & default list from BTO
Project Management	To ensure projects are implemented within required and legal standards	<p>KPI 35 Construction of new community hall at Seeding by 30 June 2024.</p>	New	<p>Construction of foundation works for Seeding community hall completed by 30 June 2024.</p>	Number	n/a	n/a	n/a	1	13 909 400.80	Progress report, last payment certificate and GPS coordinates.



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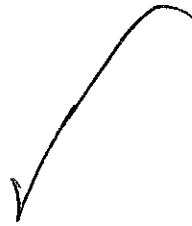
by continuously monitoring progress with implementation of projects	KPI 36 Upgrading of gravel internal road to paved road in Maruping Tsago section completed by 30 June 2024. (Multiyear)	New	Construction of 4.52km base layer of paved road in Maruping Tsago section completed by 30 June 2024.	KM	n/a	n/a	n/a	n/a	4.52KM	12 851 076,20	Progress report, last payment certificate and GPS coordinates.
	KPI 37 Upgrading of multi Sports facilities in Wrenchville by June 2024	New	Upgrading of multi Sports facilities in Wrenchville by June 2024	Number	n/a	n/a	n/a	n/a	1	11 583 993,67	Progress report, last payment certificate and GPS coordinates.
	KPI 38 Dikgweng Donkerhook bulk water supply (Ward 12) by June 2024.	new	Construction of 10km pipeline. 2.drilling and equipping of 2 boreholes. 3. refurbishment of 1 borehole. 4 erection of 80 kl elevated tank.5. installation of 42 standpipes by 30 June 2024.	Number	n/a	n/a	n/a	n/a	1	R29 448 088,84	Close out report, last payment certificate and GPS coordinates.



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			Number								
		KPI 39 Extension of Bankhara Boduiong bulk water supply (450 sites) by 30 June 2024.(multiyear)	Extension of Bankhara Boduiong bulk water supply (450 sites) by 30 June 2023.(multiyear)	1. Drilling and equipping of 3 new boreholes. 2. Refurbishment of 3 boreholes. 3. Installation of 10 km long pump main. 4. Installation of 10 km long reticulation pipelines. 5. Installation of 55 standpipes by 30 June 2024.			n/a	n/a	n/a	R 11 213 638,73	Progress report, last payment certificate and GPS coordinates.
		KPI 40 Mapoteng: diamond view - Extension of water supply network by 30 June 2024.(multiyear)	new	1. Sourcing of new production boreholes. 2. Construction of 1150 KL pressed steel reservoir. 3. Construction of 15.28 kl internal articulation. 4. Installation of 35 communal stand pipes by 30 June 2024	number		n/a	n/a	1	R 23 974 320,54	Progress report, last payment certificate and GPS coordinates.



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Roads and Storm water	To upgrade main gravel roads to paved	KPI 41 Mokala mosesane bulk water supply(phase 2) by30 June 2024.	KPI 42 Extension of Magojaneng bulk water supply (Tswelole pele Sec) Ward 3 by 30 June 2024	KPI 43 Patching and resealing of existing tarred roads by 30 June 2024.	KPI 44 Patching and resealing of existing tarred roads by 30 June 2024.	Kilometers	number	n/a	n/a	n/a	n/a	n/a	1	700m	Operational	Report on meters of resealing of existing tarred roads.	
		New	new	1 Kilometers of resealing of existing tarred roads by 30 June 2023.	1 Kilometer of Patching and resealing of existing tarred roads by 30 June 2024.		number	n/a	n/a	n/a	n/a	n/a	1	150m	150m	150m	Progress report, last payment certificate and GPS coordinates.
							number	n/a	n/a	n/a	n/a	n/a	1	700m	R 7 062 040,73	Operational	Progress report, last payment certificate and GPS coordinates.



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	standard by 2023.							
Electrical Infrastructure	KPI 44 Refurbishment of medium voltage electrical network in Kuruman town by 30 June 2024.	New	Replacement of 600 meter HT cable by 30 June 2024.	Meters	n/a	n/a	n/a	600M
Electrical Infrastructure upgrade	KPI 45 Refurbishment of low voltage in Kuruman town electrical network by 30 June 2024.	New	Replacement of 1km low voltage bundle conductor by 30 June 2024.	KM	n/a	n/a	n/a	1KM
	KPI 46 Refurbishment of Moffat substation by 30 June 2024.	New	Refurbishment of Moffat substation by 30 June 2024.	Number	n/a	n/a	n/a	1
								Operational
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Key Performance Area: Basic Services Delivery and Infrastructure Development												
Strategic Goals	Programme (IDP)	Objectives	Key Performance Indicators	Baseline	Target output (Annual target)	Unit of Measurement	Quarterly Targets				Annual Budget	Portfolio of Evidence
							1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
Electrical connections	Provision of basic level of services to 50 households in 2025/26 Financial year	KPI 47 Electrification of 1701 households for 150 Bankhara Bodulong, 701 Seven miles & Diamond View 850 by 30 June 2024.	Electrification of 850 households for Diamond view & 150 Bankhara Bodulong by 30 June 2023	Electrification of 1701 households for 150 Bankhara Bodulong, 701 Seven miles & Diamond View 850 by 30 June 2024.	Number	n/a	n/a	n/a	1701	R25 000 000,00	PCS file provided by contractor: Stand no., ID numbers, meter numbers and beneficiaries names	
Develop and maintain infrastructure community services	To create platform for economic growth opportunities and job creation through continuous promotion of Ga-	KPI 48 Monthly water sampling with a minimum of 90% determinants with SANS 241 standard by 30 June 2023	Laboratory reports on quality of drinking water according to SANS 241 standards by 30 June 2023.	Monthly water sampling with a minimum of 90% determinants with SANS 241 standard by 30 June 2023	%	90%	90%	90%	90%	Operational	Copies of lab reports	
		KPI 49 EPWP Jobs created by 30 June 2023	278 EPWP Jobs created by 30 June 2022.	278 EPWP Jobs created by 30 June 2023.	Number	n/a	n/a	n/a	278	1 111 000	Copies of employment contracts	
		KPI 50 In-situ houses constructed by the Department of COGHSTA by 30 June 2023.	1 Report on number of in-situ houses constructed by the Department of	Report on in-situ houses constructed by the Department of COGHSTA by 30 June 2023.	Number	n/a	n/a	n/a	1	Operational	Report on in-situ housing provided by COGHSTA	

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Create a conducive environment for prosperous business investment		Segonyan as investment destination	To ensure and Inspectorate the implementation of by-laws	KPI 51 Audit report on outdoor advertising conducted by 30 June 2023.	1 Audits on outdoor advertising conducted by 30 June 2022.	COGHSTA by 30 June 2022.	Audit report on outdoor advertising conducted by 30 June 2023.	Number	n/a	n/a	n/a	1	Operational	Outdoor advertising audit report
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