



Mogale City

Local Municipality

REVISED PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAKHOSANA MSEZANA

AND

CHIEF FINANCIAL OFFICER

BINANG MONKWE

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2025 TO 30 JUNE 2026

WJ BV RN
M.M. DAC NBF

ENTERED INTO BY AND BETWEEN

MOGALE CITY LOCAL MUNICIPALITY herein represented by **Makhosana Msezana** as the **Municipal Manager** (hereinafter referred to as the Employer or Supervisor)

And

Binang Monkwe as the **Chief Financial Officer: Municipal Financial Management** (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

- 2.1 Comply with the Contract of Employment entered into between the parties.
- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities.
- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs.
- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job.

2025/2026 Performance Management Agreement entered into by and between the Municipal Manager:
Makhosana Msezana and Chief Financial Officer: Binang Monkwe

Page 2

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- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement will commence on the **1 JULY 2025** and will remain in force until the Acting terminates and/or **30 JUNE 2026** whichever one comes first; where after a new Performance Management Agreement, Performance Management 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 the Agreement during February each year. The parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- 3.3 This Agreement will terminate on the termination of the Employee's contract of employment for any reason.
- 3.4 The content of this Agreement may be revised at any time during the above- mentioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
- 4.1.1 The performance objectives and targets that must be met by the Employee; and
- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer and shall include key objectives; key performance indicators; target and weightings.
- 4.3 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 within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.

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 adopts or introduces for the Employer, management and municipal staff of the Employer.

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

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

6 THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS

6.1 The Employee undertakes to actively focus on the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

6.2 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.

6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (Leading & Core) (CRs) respectively.

6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.

6.2.3 KPAs covering the main areas of work will account for 80% weighting and CRs will account for 20% weighting of the final assessment.

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

Key Performance Areas (KPA's)	Weighting
Financial Viability:	70%
Good Governance & Public Participation	10%
Municipal Transformation and Organizational Development	15%
Local Economic Development	5%
TOTAL	100%

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6.4 The Leading & Core Competencies will make up the other 20% of the Employee's assessment score. The competency framework consists of six (6) leading competencies which comprise of twenty (20) driving competencies that communicate what is expected for effective performance in local government.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCY REQUIREMENTS		WEIGHTS
Project & Programme Management	<ul style="list-style-type: none"> • Impact and influence • Institutional Performance Management • Strategic Planning and Management • Organizational Awareness 	30
People Management and Empowerment	<ul style="list-style-type: none"> • Performance Management Agreements • Personal Development Plans 	5
Financial Management	<ul style="list-style-type: none"> • Budget Planning & Execution • Financial Strategy & Delivery • Financial Reporting & Monitoring 	45
Change Leadership	<ul style="list-style-type: none"> • Change Vision & Strategy • Process Design & Improvement • Change Impact Monitoring & Evaluation 	10
Governance Leadership	<ul style="list-style-type: none"> • Policy Formulation • Risk and Compliance Management • Cooperative Governance 	10
CORE COMPETENCIES		100
Moral Competence		
Planning and organizing		
Analysis and Innovation		
Knowledge and Information Management		
Communication		
Result and Quality Focus		
TOTAL		100

7 EVALUATING PERFORMANCE

7.1 The Performance Management Plan (Annexure A) to this Agreement sets out-

7.1.1 The standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals for the evaluation of the Employee's performance.

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

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

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

7.5 The annual performance appraisal will involve:

7.5.1 Assessment of the achievement of results as outlined in the performance Plan:

- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to hoc tasks that had to be performed under the KPA.
- (b) An indicative rating on the five-point scale should be provided for each KPA.
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

7.5.2 Assessment of the CRs

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

7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator.

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

Overall Performance	Rating	Performance Score
Unacceptable Performance Performance does not meet the standard expected for the job. The employee has failed to demonstrate the	1	59% and below

Overall Performance	Rating	Performance Score
commitment level expected in the job despite management efforts to encourage improvement.		
Performance Not Fully Effective Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.	2	60 – 69 %
Performance Fully Effective Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance Performance is significantly higher than the standard expected in the job.	4	80 – 89 %
Outstanding Performance Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

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

- i. Municipal Manager.
- ii. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee.
- iii. Member of the Mayoral Committee; and
- iv. Municipal Manager from another Municipality.

8 SCHEDULES FOR PERFORMANCE REVIEWS

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

Quarter	Timeline	Date of the Review
First Quarter	July – September 2025	October 2025

Second Quarter	October – December 2025	January 2026
Third Quarter	January – March 2026	April 2026
Fourth Quarter	April – June 2026	n/a

- 8.2 The Employer shall keep a record of all formal and informal reviews, including the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer’s assessment of the Employee’s performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure “A” from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 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.

9 DEVELOPMENTAL REQUIREMENTS

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

10. OBLIGATIONS OF THE EMPLOYER

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

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11 CONSULTATION

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

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

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

11.1.3 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 as soon as is practicable to enable the Employee to take any necessary action without delay.

12. MANAGEMENT OF EVALUATION OUTCOMES

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

12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of outstanding performance.

Performance Rating		Bonus Amount	
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	
3.	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above Expectations/ Exceptional Performance	<ul style="list-style-type: none">• Remuneration Progression• 5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	<ul style="list-style-type: none">• Remuneration Progression• 10% - 14% of total package

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

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

12.3.2 After appropriate counseling 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 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by –

13.1.2 Any other person appointed by the Executive Mayor.

13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

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.

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

Thus done and signed at Krugersdorp on this the 20 day of April 2026

AS WITNESSES:

1. Blawa _____ [Signature]
CHIEF FINANCIAL OFFICER

2. [Signature] _____

Thus done and signed at Krugersdorp on this the 21 day of April 2026

AS WITNESSES:

1. [Signature] _____ [Signature]
MUNICIPAL MANAGER

2. [Signature] _____

[Handwritten initials]

KPA: FINANCIAL VIABILITY = 70%

MSCOA PROJECT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	INDIVIDUAL PERFORMANCE MANAGEMENT
Reduction of Municipal Debtbook	Number of payment agreements concluded	5%	Number	New target	R10 million	Q1			1=No payment arrangements
						Q2			2= 1 Payment arrangement concluded
						Q3		R5 million	3= 2-3 Payment arrangements concluded
						Q4		R5 million	4= 4-5 Payment arrangements concluded
Budget Reports	Number of budget reports submitted to Council	15%	Number	2	2	Q1			5=6 & more payment arrangements concluded
						Q2			1=No budget report submitted for Council
						Q3	1		2= 1 Budget report submitted for Council
						Q4	1		3=Draft Budget reports submitted 2 weeks after end of March and financial Budget submitted 2 weeks after end of May/June
Credit Control	% of revenue collected on main tariffs	10%	%	85%	89%	Q1			4=Draft Budget reports submitted 1 week before end of March and financial Budget submitted 1 week before end of May/June
						Q2			5=Draft Budget reports submitted 1 week before end of March and financial Budget submitted 1 week before end of May/June
						Q3			1= 89% collected
						Q4			2= 89% collected
Revenue Management	% budgeted versus revenue billed on the main tariffs	10%	%	100%	100%	Q1			3= 89% collected
						Q2			4= 91% collected
						Q3			5= 95% collected
						Q4			1= Less than 70% completeness of consumer billed
									2= 70 - 85% completeness of consumer billed
									3= 85% - 90% completeness of consumer billed
									4=90%-95% completeness of consumer billed
									5= 95% - 100% completeness of consumer billed

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MSCOA PROJECT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	INDIVIDUAL PERFORMANCE MANAGEMENT
Valuations	Roll-out of the 2025-2030 Supplementary Valuation Roll	20%	%	100%	100%	Q1			1= 70% and below rollout of the GV
						Q2		Q3 Proof of submission of the Supplementary Valuation Roll	2=71-99% rollout of the GV
						Q3	1		3=100% rollout of the GV
						Q4			4=100% rollout of the GV roll 2 weeks before financial year end

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MSCOA PROJECT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	INDIVIDUAL PERFORMANCE MANAGEMENT
Annual Financial Statements	Date of submission of the Annual Financial Statements to the Auditor General (AGSA)	10%	Date	Aug-25	Aug-25	Q1 Q2 Q3 Q4	31-Aug-25	Q1: Proof of submission of the AFS/acknowledgement from the AG	5=100% rollout of the GV roll 4 weeks before financial year end 1= submit the AFS after compliance date 2= submit the AFS to AG by 1 September 2025 3= Submit the AFS to AG by 31 Aug 2025 4= submit the AFS to AG by 30 Aug 2025 5= submit the AFS to AG before 29 Aug 2025

KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION= 10%

AGSA Action Plans	Risk Management
% implementation of finance related AGSA Audit Action Plans	% implementation of departmental mitigation actions on the Strategic Risk Register
5%	5%
80%	93%
85%	100%
85%	100%
Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4
OPCA Pane	Q1-Q4: Strategic Risk report
1= Less than 70% implemented 2= 70 - 84% implemented 3= 85% implemented 4=90% implementation 5= 96% - 100% implemented	1= Less than 80% implemented 2= 80%-99% implemented 3= 100% implemented 4= 100% implemented one month before quarter end 5= 100% implemented two months before quarter end

KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT =15%

Average time taken to approve leave requests	5%	Number	New target	3 days	Q1 Q2 Q3 Q4	3 3 3 3	A leave printout from HR, individual leave that has been approved	1= Approve after 5 days 2= Approved after 4 days 3= Approve in 3 days 4=Approve in 2 days 5= Approve on same day
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Performance Management	Number of Managers performance review sessions conducted	5%	Number	New target	2	Q1	-	Performance Assessment minutes/agenda and or attendance register	1= less than 1 review sessions concluded
						Q2	1		2= 1 review sessions concluded
						Q3	-		3= 2 reviews sessions concluded
						Q4	1		4= review sessions conducted 2 weeks after the end of the month after financial year
Grievance Counselling Managements	No. of days taken to attend to employee grievance within the prescribed timeline	5%	Days	TBC	10 working days	Q1	-	List of grievance vs days from Employee Relations Management Building Meeting invitation and attendance with the Team	1 = None
						Q2	-		2= More than 10 days
						Q3	-		3= 10 working days
						Q4	10 working days		4= 7 working days/ relationship building meetings
								5= 5 working days/ no grievances	

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MSCOA PROJECT	KEY PERFORMANCE INDICATOR	WEIGHTING	UNIT OF MEASURE	BASELINE	ANNUAL TARGET	QUARTER	PROGRAMME/ PROJECT MILESTONE	TYPE OF EVIDENCE PER QUARTER	INDIVIDUAL PERFORMANCE MANAGEMENT
KPA: LOCAL ECONOMIC DEVELOPMENT = 5%									
Job Creation	CSR Funding of Mogale City Job Creation Initiative in line with CSR Committee Approval	5%	%	New target	1	Q1	-		1= Less than 70% implemented
						Q2	-		2= 70 - 84% implemented
						Q3	-		3= 100% implemented
									4=100 implemented 2 weeks before end of quarter
						Q4	100%		5=100% implemented 1 week before end of quarter
Total = 100%									

Binang Monkwe Date: 20/04/2026

Makhosana Msozeta Date: 21/4/2026





CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Project & Programme Management	15	% achievement of SDBIP planned targets	1= 59% and below implementation of the SDBIP	SDBIP Quarterly Performance Reports from Monitoring and Evaluation Division
			2= 60-69% implementation of the SDBIP	
			3= 70-79% implementation of the SDBIP	
			4= 80-89% implementation of the SDBIP	
			5= 90-100% implementation of the SDBIP	
Project & Programme Management	15	Signing of Individual Performance Management Agreements signed with Managers within the Department	1= 59% Performance Management Agreements of Managers within the Department signed by 31 August 2026	Six (6) 2025/2026 Performance Management Agreements signed with Managers
			2= 60-69% Performance Management Agreements of Managers within the Department signed by 31 August 2026	
			3= 70-79% Performance Management Agreements of Managers within the Department signed by 31 August 2026	
			4= 80-89% Performance Management Agreements of Managers within the Department signed by 31 August 2026	
			5= 90-100% Performance Management Agreements of Managers within the Department signed by 31 August 2026	
People Management and Empowerment	5	Training Need Analysis (TNA) submitted	1=TNA submitted after 31 Jan 2025	Proof on the submission of PDPs for Senior Managers to Learning and Development Sub-division for implementation
			2=TNA submitted by 31 Jan 2025	
			3=TNA submitted by 15 Dec 2025	
			4=TNA submitted after 15 Nov 2025	
			5=TNA submitted by 15 Nov 2025	

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CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Financial Management	20	% of Opex Budget spent bi-annual	1=less than 79% 2= 80-89% 3= 90-95% 4= 96-98% 5= 99-100%	Quarterly In Year Monitoring Reports 2025/2026
Financial Management	15	Number of service provider performance evaluations reports submitted to the PAC	1=No report submitted to PAC 2= 3 reports submitted 3= 4 reports submitted 4= 4 reports including the Annual report submitted 5=Annual performance evaluation report submitted before end of August (2 months after FY year end)	Quarterly Service Provider Performance and evaluation reports and proof of submission for Performance Audit committee
Financial Management	10	% of Financial Management grant expenditure	1=Less than 79% 2= 80 - 89% 3= 90 - 95% 4= 96 - 98% 5= 99 - 100%	Quarterly In year monitoring report; 1 July 2025 to 30 June 2026 In year monitoring report.
<i>MA</i> Change Leadership	5	% implementation of monthly management meetings resolutions	1= 4 meetings 2= 6 meetings 3= 8 meetings 4= 10 meetings	Agenda, Attendance registers, and Resolution meeting register

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CORE MANAGERIAL COMPETENCIES	WEIGHTING	KPI	PERFORMANCE MEASUREMENT	EVIDENCE
Change Leadership	5	2 Staff Meetings held per year	5= 12 meetings	
			1= No meeting held	Agenda, attendance registers and Minutes of staff meetings held
			2= 1 meeting held	
			3= 2 meetings held	
			4= 3 meetings held	
		5= 4 meetings held		
Governance Leadership	10	Number of FMS policies reviewed	1=59% and Below	Revised and Developed Policies vs Policies submitted to Council.
			2=60-79%	
			3=80%	
			4=81-90%	
			5=91-100%	
Total=100				
Signed and Accepted by the Chief Financial Officer - Financial Management Services				
Binang Monkwe 				
Date: 20/4/2026				
Approved by the Municipal Manager				
Makhosana Msezana 				
Date: 2/4/2026				