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DIRECTOR COMMUNITY SERVICES

Performance Agreement

2026/2027



MNOQUMA LOCAL MUNICIPALITY

PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

MR SILUMKO MAHLASELA

In his capacity as Municipal Manager of Mngquma Local Municipality

AND

MR MAKHAYA CECIL KIBI

In his capacity as Director Community Services

FOR THE

FINANCIAL YEAR 01 JULY 2026 – 30 JUNE 2027

PERFORMANCE AGREEMENT

ENTERED INTO BY AND BETWEEN:

Mr Silumko Mahlasela in his capacity as **Municipal Manager** (hereinafter referred to as the **Employer**)

and

Mr Makhaya Cecil Kibi, in his capacity as **Director Community Services** of Mnquma Local Municipality (hereinafter referred to as the **Employee**).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

1.1. The Employer has entered into a Performance agreement with the Employee in terms of section 57(1) (b) of the Local Government: Municipal Systems Act 32 of 2000 (herein after referred to as "the Systems Act"). The Employer and the Employee are hereinafter referred to as "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.

2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the Contract of Employment entered into between the parties;

2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations and accountabilities;

2.3. Specify accountabilities as set out in the Performance Plan (**Annexure A**);

2.4. Monitor and measure performance against set targeted outputs;

2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance expectations applicable to the position;

2.6. 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 2026** and will remain in force until **30 June 2027**.

3.2. The parties will review the provisions of this Agreement during June each year.

3.3. This Agreement will terminate on the termination of the Employee's 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.

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, the Service Delivery and Budget Implementation Plan and the Budget.

4.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT SYSTEM

5.1 The Employee hereby agrees to participate in the performance management system that the Employer adopts for the Employer.

5.2 The Employee hereby accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer.

5.3 The Employer hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.

6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Key Performance Areas (KPA's) and 20 to Core Competency Requirements (CCR's).

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

6.1.3 KPA's covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the Performance Plan (Annexure A), which are linked to the KPA's, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

The weights in the table below sets out how the Employee contributes to each of the Key Performance Area.

Key Performance Areas (KPA's)	Weighting
Basic Service Delivery and Infrastructural Development	55
Municipal Transformation and Institutional Development	10
Local Economic Development	5
Municipal Financial Viability and Management	15
Good Governance and Public Participation	15
Total	100%

6.3 The CCR's make up the remaining 20% of the Employee's assessment score in line with the Performance Regulations. The following CCRs have been agreed between the Director Community Services and the Municipal Manager that they will be evaluated as per the schedule of PMS reviews

CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)		
CORE MANAGERIAL COMPETENCIES (CMC)	(Indicate choice) between essential and compulsory	WEIGHT
Strategic Capability and leadership	essential	10
Programme and Project Management	essential	10
Financial Management	compulsory	10
Change Management		
Knowledge Management	Essential	5
Service Delivery Innovation		15
Problem Solving and Analytical Thinking	essential	5
People Management and Empowerment	compulsory	5
Client Orientation and Customer Focus	compulsory	5
Communication	essential	
Honesty and Integrity		5
CORE OCCUPATIONAL COMPETENCIES		
Competence in Self-Management	essential	5
Interpretation of and implementation within the legislative and national policy frameworks	essential	5
Knowledge of developmental local government		5
Knowledge of Performance Management and Reporting	Compulsory	5
Knowledge of global and South African specific political, social and economic context		
Competence in policy conceptualization, analysis and implementation	essential	5
Knowledge of more than one functional municipal field discipline		5
Skills in Mediation		
Exceptional and dynamic creativity to improve the functioning of the municipality		
TOTAL		100%

7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out–

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

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

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

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

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 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

(a) Each KPA will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the KPA.
(b) An indicative rating on the five-point scale will be provided for each KPA based on the the assessment rating calculator set out in the scorecard used where after the scores will be summated to calculate a final KPA score.

7.5.2. Assessment of the CCR's

(a) Each CCR's will be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale will be provided for each CCR's.
(c) Based on the assessment rating calculator set out in the scorecard used where

after the scores will be summated to calculate a final CCR's score.

7.5.3. An overall rating

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

7.6. The assessment of the Employee will be based on the following rating scale for KPAs and CCRs:

Level	Terminology	Description	Rating
5	Outstanding performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.	1
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.	2
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.	3
2	Not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.	4
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.	5

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

- 7.1. Municipal Manager;
- 7.2. Chairperson of the audit committee
- 7.3. A member of the Mayoral Committee; and
- 7.4. A Municipal Manager from another municipality.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1. The formal performance review of the employee will be during Mid-Term and Annual Basis in the following manner with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

2025/2026 Annual Review : September 2026
2026/2027 Mid-year Review : February 2027

8.2. The Employer shall maintain a record of the mid-year review and the annual assessment meetings.

8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.

8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

10. OBLIGATIONS OF THE EMPLOYER

10.1. The Employer shall and agrees to –

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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- 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 between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.
- 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 or her 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 her duties.

12. MANAGEMENT OF EVALUATION OUTCOMES

- 11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in clause 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.
- 11.1.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, —
- 11.1.1.1. A direct impact on the performance of any of the Employee's functions;
- 11.1.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11. CONSULTATION

- 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 this Agreement and; Make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

13. DISPUTE RESOLUTION

- 13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –
- 13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or
- 13.1.2. Any other person appointed by the Executive Mayor.
- 13.6. In the event that the mediation process contemplated above fails, clause 20 of the Contract of Employment shall apply.

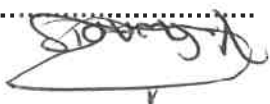
14. GENERAL

- 14.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Butterworth on the 01st day of July 2026.

AS WITNESSES:

1. 

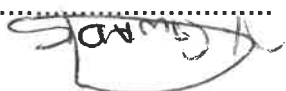
2. 

DIRECTOR: COMMUNITY SERVICES

M C KIBI



AS WITNESSES:

1. 

2. 

S MAHLASELA
MUNICIPAL MANAGER



ANNEXURE A

PERFORMANCE PLAN

Priority Area	BP Objective	BP Strategy	Initiative	Annual Budget	Indicator	Annual Target	Annual POE	1st Quarterly Target	2nd Quarterly Target	3rd Quarterly Target	4th Quarterly Target	
Solid Waste and Environment	To provide solid waste and environment programs in order to promote health and well-being (collection, waste disposal) of communities by June 2027	Implement solid waste management programs (street cleaning, waste collection, waste disposal)	6 Solid facilities managed and maintained (1) 2025/2026 financial year	0	Implementation of public maintenance program for Solid facilities by June 2027	Implement 100% maintenance plan for 6 Solid facilities (1 Curbside and 5 Tolid facilities) Public maintenance with public amenities maintenance plan by June 2027	1. Monthly maintenance Report 2. Maintenance Plan 3. Monitoring Tools	Implement 100% maintenance plan for 6 Solid facilities (1 Curbside and 5 Tolid facilities) Public maintenance with public amenities maintenance plan by June 2027	Implement 100% maintenance plan for 6 Solid facilities (1 Curbside and 5 Tolid facilities) Public maintenance with public amenities maintenance plan by June 2027	Implement 100% maintenance plan for 6 Solid facilities (1 Curbside and 5 Tolid facilities) Public maintenance with public amenities maintenance plan by June 2027	Implement 100% maintenance plan for 6 Solid facilities (1 Curbside and 5 Tolid facilities) Public maintenance with public amenities maintenance plan by June 2027	
			3 Library programmes implemented in 2025/2026 financial year	893,000	Number of Library Programmes co-ordinated by June 2027	Co-ordinate 3 Library Programmes (Library Day, Library Day and Word Book Day) by June 2027	1. Agency/Programme 2. Attendance Register 3. Report on 1 Library Programme co-ordinated	Co-ordinate 1 Library Programme (Library Day)	Co-ordinate 1 Library Programme (Word Book Day)	Co-ordinate 1 Library Programme (Library Day)	Co-ordinate 1 Library Programme (Word Book Day)	
KPA LOCAL ECONOMIC DEVELOPMENT - 5%												
Solid Waste and Environment	To provide solid waste and environment programs in order to promote health and well-being (collection, waste disposal) of communities by June 2027	Implement solid waste management programs (street cleaning, waste collection, waste disposal)	9 Solid Waste Service implemented in 2025/2026 financial year	Number of solid waste services provided by June 2027	Monitor functioning of 9 solid waste services provided by June 2027	Annual Report on functioning of 9 Solid Waste Services	Quarterly Report on functioning of 9 Solid Waste Services	Quarterly Report on functioning of 9 Solid Waste Services	Quarterly Report on functioning of 9 Solid Waste Services	Quarterly Report on functioning of 9 Solid Waste Services	Quarterly Report on functioning of 9 Solid Waste Services	
KPA MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT - 5%												
Supply Chain Management	To secure effective, efficient implementation of RPA and associated SCM processes by June 2027	Develop and coordinate the implementation of RPA and associated SCM processes by June 2027	2025/2026 Financial Plan	2025/2026 Financial Plan	Implement 2025/2027 Directorate Procurement Plan by June 2027	Quarterly Report on implementation of 2025/2027 Directorate Procurement Plan	Quarterly Report on implementation of 2025/2027 Directorate Procurement Plan	Quarterly Report on implementation of 2025/2027 Directorate Procurement Plan	Quarterly Report on implementation of 2025/2027 Directorate Procurement Plan	Quarterly Report on implementation of 2025/2027 Directorate Procurement Plan	Quarterly Report on implementation of 2025/2027 Directorate Procurement Plan	
Revenue Enhancement & Management	To increase municipal own revenue rates by June 2027	Implement Financial Recovery Plan	R 5.5 million collected through traffic fines in 2025/2026 financial year	13 819,222	Amount collected through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	
KPA MUNICIPAL TRANSFORMATION AND INSTITUTIONAL DEVELOPMENT - 15%												
Revenue Enhancement & Management	To increase municipal own revenue rates by June 2027	Implement Financial Recovery Plan	R 5.5 million collected through traffic fines in 2025/2026 financial year	13 819,222	Amount collected through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	Collect R1 400 000 through law enforcement fines and permits by June 2027	

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Priority Area	BP Objective	BP Strategy	Sensitive	Annual Budget	Metric	Annual Target	Annual POE	1st Quarterly Target	2nd Quarterly Target	3rd Quarterly Target	4th Quarterly Target
Municipal Administration (Council Support)	To secure administrative support for effective and efficient performance of the Council by June 2027	Develop Institutional Calendar on annual basis and ensure its implementation	4 Standing Committee Meetings and 2025/2026 financial year	-	Number of Standing Committee for Community Services Directorate co-ordinated by June 2026	Co-ordinate a series of 4 Standing Committee meetings for Community Services Directorate by June 2026	Agenda and Attendance register for Standing Committee Meetings	Co-ordinate a series of 1 Standing Committee meetings for Community Services Directorate	Co-ordinate a series of 1 Standing Committee meetings for Community Services Directorate	Agenda and Attendance register for Standing Committee Meetings	Co-ordinate a series of 1 Standing Committee meetings for Community Services Directorate
Municipal Administration (Customer Care)	To provide Customer Care services to customers, queries and complaints by June 2027	Conduct surveys and site visits to Customer Care areas	Customer Care Centre and Proposals Review	-	Feedback provided to customers by June 2027	Provide feedback to customer complaints by June 2027	Report on received complaints	Provide feedback to customer complaints within 30 days from the date of receipt	Report on received complaints	Provide feedback to customer complaints within 30 days from the date of receipt	Report on received complaints
NPA, GOOD GOVERNANCE AND PUBLIC PARTICIPATION- 15%											
Strategic Planning BP	To coordinate development of strategic planning by June 2027	Develop and coordinate the Strategic Planning Plan annually	2026/2027 Reviewed Strategic Development Plan	-	Percentage progress on Strategic Planning by June 2027	Develop 100% of 2027/2028 IDP by June 2027	(1) 2027/2027 IDP (2) Council Resolution	25% development of 2027/2028 IDP (Review of Strategic Analysis)	50% development of 2027/2028 IDP (Review of Objectives and Strategies)	Objectives and 75% development of 2027/2028 IDP (Draft IDP and SDAIP)	Council resolution of the draft IDP
Performance (Individual)	To establish and implement PMS procedures through monitoring and review to ensure performance improvement by June 2027	Review, implement, scorecards and monitor implementation	2026/2026 Performance scorecards for Employees below S58 Managers	-	Number of signed Agreements for Employees below S58 Managers completed by 31 July 2026	Submit 30 Signed Performance Agreements for Employees below S58 Managers by 31 July 2026	Schedule of submission	Submit 30 Signed Performance Agreements for Employees below S58 Managers by 31 July 2026	N/A	N/A	N/A
Professions	To conduct self-review and monitor to ensure compliance with the standards and principles by June 2027	Review of Institutional Policies	13 Policies reviewed in 2025/2026 financial year	-	Number of Community Development Officers by June 2027	Review 13 Community Services Development Officers by June 2027	Council Resolution on Services Directorate policies	N/A	N/A	N/A	N/A
Risk Management	To maintain effective and efficient risk management and ensure the oversight committee is active by June 2027	Coordinate functioning of Audit Committee and Risk Management Committee	2026/2026 Strategic and Operational Risk registers	-	2025/2026 and 2026/2027 strategic and operational risk registers reviewed by June 2027	Review, monitor and update the implementation of 2025/2026 and 2026/2027 strategic and operational risk registers quarterly by June 2027	(1) Strategic and Operational Risk Register on implementation of Strategic Risk Registers	Review, monitor and update the implementation of 2025/2026 and 2026/2027 strategic and operational risk registers	(1) Strategic and Operational Risk Register on implementation of Strategic Risk Registers	Review, monitor and update the implementation of 2025/2026 and 2026/2027 strategic and operational risk registers	(1) Strategic and Operational Risk Register on implementation of Strategic Risk Registers
Internal controls and Auditing	To improve financial accountability for good governance by June 2027	Develop and implement audit action plan	2026/2026 Audit Opinion	-	Unqualified Audit opinion received by June 2027	Achieve unqualified Audit opinion by June 2027	2025/2026 Audit Report	N/A	N/A	2025/2026 Audit Report	2027/2026 Audit Action Plan

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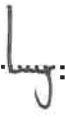
ANNEXURE B

PERSONAL

DEVELOPMENT PLAN

Development goals Measures of achievement/expected outcomes	Plan, coordinate and provide solid waste services.	1. Street Cleaning Report 1. Street Cleaning, Waste collection and Waste disposal) as well as maintenance of general cleanliness in CBDs, industrial and urban residential areas. Reports will be: 1. Street Cleaning Report 2. Waste Collection Report 3. Waste disposal report B. Implement Environmental Education and Awareness program. Reports will be: 1. Environmental Education and Awareness Report	To provide protection and security services	Co-ordinate and facilitate maintenance and management of Municipal public amenities. Reports will be: 1. Maintenance and management report 2. Orders for service providers appointed for maintenance of public amenities	To maintain and manage municipal public amenities	To provide traffic services and law enforcement	Conduct traffic operations, Public awareness on Transport Regulations, learners licence renewals, permits, car registrations. Reports will be: 1. Operations Report 2. Report on Public awareness on Traffic Regulations
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3. Production forms,		4. Duty roster		5. Financial Report	
Methods to be used					
On Job Learning					
What challenging assignments should this employee work on to build skills and achieve developmental goals? List the goal number to each item.					
Goal	Type of assignment	Time frame	1	Plan and implement community services programs and review	2
	Conduct in-house capacity building	Once a semester	2		
	Develop procedures and induct employees	July to September 2026	3		
Training/Education					
What specific training, educational experience, and performance support measure can be used to develop desired skills and assist in achieving the employee's goals? List the goal number next to each item.					
Goal	Type of Training/Education/Support	When?	Cost Estimate		
1.	Labour Law or related	October 2026	R30 000		
Support Needed					
What additional support is needed to achieve the employee's goals (coaching, mentoring etc)? how will it be provided					
Resource provision Registration with Health Professions Council of South Africa (HCPSA)					

Signature:  Date: 01 July 2026

Name of the Supervisor/HOD : Mr Silumko Mahlasela

Signature:  Date: 01 July 2026

Name of the employee : Mr Makhaya Cecil Kibi

This plan is agreed to as indicated by the signatures below:

Monitoring Progress	
Who will provide feedback on the employee's progress, and how often? Be as specific as you can regarding who is involved and how often progress will be assessed.	
Municipal Manager on quarterly basis	
Time Frame	
Start date of the plan: July 2026	Anticipated completion date: June 2027