



## **AGENDA**

### **Labor Negotiations and Contracts Committee Meeting**

Van Buren County

March 23, 2021

1:00 PM

<b>Board of Commissioners Chambers - 219 East Paw Paw Street</b>
------------------------------------------------------------------

1. CALL TO ORDER
  - A. Zoom Meeting Information
2. ADDITIONS/DELETIONS TO THE AGENDA
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES
  - A. Minutes - January 26, 2021
5. AGENDA ITEMS
  - A. Palisades Recovery Plan
6. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item  
Labor Negotiations and Contracts Committee Meeting

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**TO:**  
**FROM:**  
**DATE:** March 23, 2021  
**RE:**

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**ATTACHMENTS:**

**Description**

- ▣ **Zoom Invite**



## **VAN BUREN COUNTY BOARD OF COMMISSIONERS**

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492  
(269) 657-8253 FAX (269) 657-8252

*Richard Godfrey, Chairman  
Mike Chappell, Vice-Chair*

*Gail Patterson-Gladney  
Kurt Doroh  
Randall Peat  
Donald Hanson  
Paul Schincariol*

### **NOTICE:**

**Due to COVID-19, Tuesday, March 23, 2021 at 1:00 pm, the Labor Negotiations & Contracts Committee meeting will be conducted remotely through Zoom.**

**For Public Attendance, please see the call – in instructions below:**

Hi there,

You are invited to a Zoom webinar.  
When: Mar 23, 2021 01:00 PM Eastern Time (US and Canada)  
**Topic: Labor, Negotiations & Contracts Committee**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87212076688>

Or iPhone one-tap :

US: +19292056099,,87212076688# or +13017158592,,87212076688#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1  
253 215 8782 or +1 346 248 7799

### **POSTED: 03/19/2021**

**Board Meetings:** Held in B.O.C. Room, 2<sup>nd</sup> Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

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*AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED*



County Administrator Agenda Item  
Labor Negotiations and Contracts Committee Meeting

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**TO:**  
**FROM:**  
**DATE: March 23, 2021**  
**RE:**

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**ATTACHMENTS:**

**Description**

- ▣ **Minutes**



## MINUTES

### Labor Negotiations and Contracts Committee Meeting

Van Buren County

January 26, 2021

1:00 PM

<b>Board of Commissioners Chambers - 219 East Paw Paw Street</b>
------------------------------------------------------------------

1. CALL TO ORDER

**The following Committee members present: Commissioner Godfrey, Commissioner Hanson and Commissioner Peat at his home office in Paw Paw.**

**Others in attendance: Administrator Faul, Anna Cerven, Commissioner Doroh, Commissioner Chappell and Commissioner Schincariol.**

A. Zoom Meeting Information

2. ADDITIONS/DELETIONS TO THE AGENDA

3. APPROVAL OF AGENDA

**Motion to approve agenda by Commissioner Hanson; Supported by Commissioner Peat; Motion: Carried**

4. APPROVAL OF MINUTES

**Motion to approve minutes by Commissioner Peat; Supported by Commissioner Hanson; Motion: Carried.**

A. Minutes - November 24, 2020

5. AGENDA ITEMS

A. Sheriff: Local Units Service Contracts

**Administrator Faul spoke on the Sheriff's request to increase his contracts with the local units. The contract wouldn't be ready until April. In the meantime, would like to start the deputy sooner from the millage funds.**

**Discussion ensued.**

**Motion to forward to CoW 2-9-2021 by Commissioner Peat; Supported by Commissioner Hanson; Motion: Carried.**

B. MERS Defined Benefit Plan Updated Adoption Agreement

**MERS is requesting to go through our current agreement and adjust/update it into a more modern format.**

**Recommended to CoW 2-9-2021/BoC 2-23-2021**

**Motion by Commissioner Peat; Supported by Commissioner Hanson; Motion: Carried**

C. Rose Street Advisors and Blue Cross Blue Shield Fee for Service Agreements

**This is a renewal for our services with Rose Street. The consulting fee increased.**

**The Committee voiced how pleased they are with their services.**

**Discussion ensued.**

**Recommendation to CoW 2-9-2021/BoC 2-23-2021**

**Motion by Commissioner Hanson; Supported by Commissioner Peat; Motion: Carried.**

6. ADJOURNMENT

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County Administrator Agenda Item  
Labor Negotiations and Contracts Committee Meeting

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**TO: Labor & Negotiations Committee**  
**FROM: John Faul**  
**DATE: March 23, 2021**  
**RE: Palisades Recovery Plan**

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**REQUEST:**

The request is to receive a proposal for a Palisades Recovery Plan that will require the approval of two Agreements:

1. Palisades Recovery Plan Agreement - Van Buren County and Kinexus Group
2. Palisades Project Director - Employment Agreement.

**BACKGROUND:**

Palisades Nuclear Power Generating Plant (Palisades) is scheduled to cease operating and begin a federally regulated decommissioning process in April, 2022. Because the operation of Palisades provides significant economic resources and contributes to the social fabric of the community, the decommissioning will have significant socio-economic impacts. For Tax Year 2020, Palisades paid \$2,060,731 in property taxes. They are the second largest taxpayer in the County and employ approximately 600 people.

The proposal is to develop a Palisades Recovery Plan and implement best practices via agreements with Kinexus Group and a Project Director to provide services that will mitigate these impacts. The goal is to attract the maximum of grant dollars and other monies that can be used to help mitigate the closing of Palisades. These funds will support economic, workforce and community development transition services throughout the decommissioning process. It is a reasonable and prudent investment for Van Buren County residents.

The 18-month Agreement (July, 2021 - December, 2022) with Kinexus will consist of two phases both of which require the appointment of a Project Director to develop and manage the Plan.

As we have discussed, I have expressed a desire to transition from the position of County Administrator into the position of Palisades Project Director. The Labor & Negotiations Committee supports this request. I will continue to be a County employee as outlined in Phase 1 of Agreement (July, 2021 - December, 2021) and be compensated at the same level that I am presently. This will require the termination of my existing Agreement and the establishment of a new Agreement that will change the term and duties. For Phase 2 (January, 2022 - December, 2022), I will be a contractual employee of Kinexus as outlined in the Agreement.

In more detail, the phases are:

1. July, 2021 - December, 2021, \$47,500: The Project Director will be an employee of County

to develop a plan of action for grant and fund development. Kinexus will provide basic coordination, facilitation, information technology and basic office support.

2. January, 2022 - December, 2022, \$143,000: The Project Director will be a contractual employee of Kinexus. Kinexus will provide basic oversight and operational direction for economic, workforce and community development coordinating services to implement the Plan and assist in transitioning the community to economic stability.

I am excited for this opportunity to continue to be of service to the County. I believe it will benefit the County to utilize my skill set to address this issue head on to mitigate the socio-economic impacts of the Palisades closure. I thank the Board for allowing me to be of service to the County for the last four years and I appreciate the opportunity to be of continued assistance.

**FINANCIAL IMPACT:**

The total contract amount with Kinexus is \$190,500 with \$37,500 allocated for operational and marketing expenses to be pre-approved by the County.

**RECOMMENDATION:**

The recommendation is to approve, at the March 23, 2021 Board of Commissioners meeting, two Agreements:

1. Palisades Recovery Plan Agreement - Van Buren County and Kinexus Group
2. Palisades Project Director - Employment Agreement.

**ATTACHMENTS:**

**Description**

- ▣ **Employment Agreement - Faul**
- ▣ **VBC-Kinexus Services Agreement**



## **EMPLOYMENT AGREEMENT**

This **EMPLOYMENT AGREEMENT** is entered into this 23<sup>rd</sup> day of March, 2021, (“Agreement”) by and between the County of Van Buren (hereafter “County”, “Board” or “Employer”), and John Faul (“Employee”).

WHEREAS, Employee desires to transition from the position of County Administrator into the position of Palisades Project Director, effective July 2, 2021; and

WHEREAS, Employer desires to employ Employee as the Palisades Project Director, subject to the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Employer and the Employee hereby agree as follows:

### **1. EMPLOYMENT; DUTIES.**

a) Employment. Effective July 2, 2021, Employee will transition from the position of County Administrator into the position of Palisades Project Director at which time Employee’s current Employment Agreement covering his position as County Administrator will terminate and Employee will be entitled to no further compensation or benefits of any kind or nature under that Agreement. This Agreement also supersedes and replaces the letter agreement signed by Employee on or about January 21, 2021.

b) Duties and Responsibilities. In the position of Palisades Project Director Employee shall be responsible for any and all duties normally performed by a person in Employee’s position (“Duties”), including, but not limited to, any Duties directed by the Employer and any Duties set forth in the job description that may be maintained by Employer and updated from time-to-time. The Employer retains the right to modify Employee’s Duties in its sole discretion. Employee agrees to adhere to all of the policies, procedures, rules and regulations set forth by Employer. These policies, procedures, rules and regulations include, but are not limited to, any summary benefit plan descriptions, or any other personnel practices or policies of Employer. To the extent that Employer’s policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

### **2. COMPENSATION & BENEFITS.**

During Employee’s employment with the Employer under this Agreement, the Employer shall pay to Employee a total salary of Sixty-Two Thousand Two Hundred Sixteen and 00/100 Dollars (\$62,216.00) in installments on Employer’s regular payroll dates and in accordance with the Employer’s policies now or hereafter in effect. Employee shall also receive the same fringe benefits as other non-union County employees, except that Employee will annually be allowed 6 weeks PTO to be used for vacation, sick and personal time. Any PTO used by Employee during 2021 while Employee was employed as the County Administrator will count towards this PTO entitlement. Unused PTO up to a maximum of 320 hours will be paid upon separation from employment.

**3. TERM & TERMINATION.** The term of this Agreement and Employee's employment with the Employer ("Term") shall commence on the date hereof and shall continue until December 31, 2021, unless terminated earlier by either party, which termination may occur at-will by either party as follows:

- a) At-will: By majority vote, the Board may terminate this Agreement and Employee's employment "at-will", at any time, with or without cause, upon thirty (30) days written notice, in which case the Employer will pay Employee severance in an amount equal to Employee's salary from the termination date through the end of the Term of this Agreement. The Employer will also continue to pay its share of health insurance premiums (which may be pursuant to COBRA) through the end of the Term of this Agreement.
- b) For Cause: By majority vote the Board may terminate this Agreement and Employee's employment for good or just "cause", in which case Employee will receive no severance and no benefits beyond the effective termination date. "Cause" means:
  - i. Commission of a felony or misdemeanor involving moral turpitude;
  - ii. Knowingly engaging in misconduct and/or neglecting his duties (Employee will be given notice and an opportunity [not less than 7 calendar days'] to defend his actions prior to a Board vote);
  - iii. Theft, dishonesty or knowingly destroying Employer (or a citizen's) property in connection with Employee's duties;
  - iv. Insubordination; failing to follow lawful Employer directives/instructions or written Employer policies/procedures/guidelines.
- c) Resignation: Employee may voluntarily resign by giving the Board's Chair two (2) months written notice (unless the Board agrees in writing to a shorter notice period). Employee will be paid his salary and benefits through the resignation date, and will be paid his accrued and unused PTO, up to 320 hours.

**4. RETURN OF PROPERTY.** Upon termination of Employee's employment, Employee shall immediately return and surrender to the Employer originals and all copies of all records, notes, memoranda, information and documents and other property created or obtained by the Employee as a result of or in the course of or in connection with Employee's employment with the Employer.

**5. INDEMNIFICATION BY EMPLOYEE.** Employer shall defend, save harmless and indemnify Employee against legal action arising out of any act or omission occurring in the performance of Employee's authorized duties, provided Employee has not committed a crime and has acted in good faith. Employer may settle any claim/suit involving Employee.

**6. EXPENSE REIMBURSEMENT.** Employer will reimburse Employee for all reasonable expenses (e.g. travel, meeting or association dues/fees, etc.) incurred by Employee in

the furtherance of County business and/or for Employee's professional development. Estimated expenses must be submitted to the Board Chair for review and prior approval.

7. **APPLICABLE LAW.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles.

8. **MEDIATION AND BINDING ARBITRATION.** Employer and Employee agree that any controversy or claim arising out of this Agreement or out of Employee's employment with Employer or the termination of that employment relationship (including any claim of discrimination, harassment or retaliation) shall be first submitted to facilitative mediation and, if resolution is not reached at mediation, then submitted to binding arbitration, in accordance with the rules of the American Arbitration Association then pertaining. The decision of the Arbitrator shall be final and binding and neither party shall have any right of appeal therefrom. Judgment upon the award rendered by the Arbitrator may be entered in the Circuit Court for the County of Van Buren. The demand for arbitration must be submitted, in writing, to the Board of Commissioners and to the American Arbitration Association at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or electronically at [www.adr.org](http://www.adr.org). The demand must be received by the American Arbitration Association within the applicable statute of limitations or within six (6) months after the alleged violation, misconduct, or incident which gives rise to the request for arbitration, whichever is shorter. Failure to file the demand with the American Arbitration Association within the applicable limitations period or said six (6) month time period, whichever is shorter, shall constitute a full and complete waiver of the claim, and a complete waiver of any right to compensation, benefits or damages. If the written demand for arbitration is not filed within the applicable limitations period or said six (6) month period, whichever is shorter, it is forever barred. Employee expressly waives any statute of limitations which is longer than six (6) months.

9. **NO WAIVER.** Failure or delay of either party in exercising any right or remedy or in insisting on strict performance of any term, condition or obligation under this Agreement, on one or more occasions, shall not operate as a waiver thereof. No waiver shall be effective unless and until it is in writing and signed by the waiving party. The express waiver by any party of a right or remedy or any defect in performance hereunder shall not operate or be construed as a waiver of that right, remedy or requisite strict performance at any subsequent time or of any other right, remedy or requisite strict performance.

10. **SEVERABILITY.** Each of the terms and provisions of this Agreement is to be deemed severable in whole or in part and, if any term or provision or the application thereof in any circumstances should be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and provisions or the application thereof to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and shall remain in full force and effect.

11. **ENTIRE AGREEMENT.** This Agreement constituted the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied, between the parties with respect

thereto. This Agreement may only be amended or modified by a writing duly executed by both parties.

**12. BINDING EFFECT.** Subject to the express provisions hereof, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

**13. KNOWING AND VOLUNTARY EXECUTION.** Employee warrants and represents that he has been given an ample period of time to review this Agreement and has been provided with the opportunity to obtain and rely on legal advice from an attorney of Employee's choice, and that Employee has read and fully understands the terms and conditions of this Agreement. Employee has signed this Agreement freely and of Employee's own will in exchange for the right to obtain employment with Employer and receive the payments and benefits associated with that employment.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

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John Faul  
Employee

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Chair of County Board of Commissioners  
Van Buren County

## **AGREEMENT**

**Between VAN BUREN COUNTY and  
KINEXUS GROUP  
FEIN: 38-3287818**

This contract is made and entered into on 3/23/2021, by and between Van Buren County, 219 E. Paw Paw Street, Paw Paw, Michigan (hereinafter referred to as the "County") and KINEXUS GROUP 330 W. Main St., Benton Harbor, Michigan (hereinafter referred to as "Contractor").

### **Section One: Period of Performance**

Performance of this contract shall begin no earlier than:

Phase 1: July 2, 2021 – December 31, 2021

Phase 2: January 1, 2022 – December 31, 2022

Kinexus Group understands that one of the main reasons for this contract is to assist Van Buren County in attracting the maximum amount of grant dollars and other monies that can be used to help mitigate the closing of the Palisades Nuclear Generating Station.

### **Section Two: Principal Duties and Responsibilities**

This contract is established for the purpose of: transition coordinating services with the principal duties and responsibilities as described within the ("Services"):

Phase 1:

1. Kinexus Group will support economic, workforce and community development transition services for Van Buren County as Palisades Nuclear Plant prepares to close, in partnership with a representative to be determined by the county.
  - Kinexus Group will provide basic coordination, but not managerial control, during Phase 1 for the representative assigned by the county. During Phase 1, the representative will be an employee of the County.
  - Kinexus Group will work with Van Buren County and their designated representative to develop a plan of action for grant and fund development across the life of this contract.
  - Kinexus Group will provide facilitation, information technology and basic office support for this representative.

## Phase 2:

1. Kinexus Group will provide economic, workforce and community development transition coordinating services for Van Buren County as Palisades Nuclear Plant prepares to close. The primary application of this support will be through a representative, agreed upon by both Van Buren County and the Kinexus Group, who will support efforts in Van Buren County through:

- Work and coordinate with local, county, regional, state, and national public and private sector stakeholders to successfully transition the community to economic stability.
- Partners include: Van Buren County, City of South Haven, State of Michigan, US Government, Southwest Michigan Planning Commission, Kinexus Group (Michigan Works! Berrien-Cass-Van Buren, Market Van Buren), South Haven Chamber of Commerce, MEDC and others as needed.
- Identify and secure technical and financial support for the community through grants and other funding opportunities for Van Buren County's Palisades Recovery Plan (PRP) efforts.
- Through the course of this effort, KG will assist in the identification, grant development and grant writing/review phase. All grants will be written with Van Buren County or its designated organization as the primary recipient and fiduciary authority.

2. Kinexus Group will provide basic oversight and operational direction (with Van Buren County guidance) during Phase 2 for the designated representative. During Phase 2, the representative will be a contracted agent of the Contractor.

### Metrics

- Primary metric will be the amount and type of grant and other funding sources applied for and/or secured for Van Buren County PRP.

### Reporting Requirements

- In person weekly reporting to Van Buren County Labor and Negotiations Committee and other committees as deemed necessary by Van Buren County and Kinexus Group

2. CONTRACTOR will have sole control of the manner and means of performing services during Phase 2.

**Section Three: Payment Terms**

Van Buren County agrees to pay **CONTRACTOR** the following:

Phase 1:

Van Buren County will pay **CONTRACTOR** \$10,000 on July 2, 2021 for setting up, managing and coordinating the contract, which includes time, technology, facilities and other services required to successfully execute the 18-month contract.

**CONTRACTOR** can submit up to \$37,500.00 in expenses attached to enhanced representation and advocacy on behalf of the Van Buren Communities in Lansing. Expenses include efforts associated with enhancing Van Buren's representation with the State of Michigan and United States Governments to secure additional funding and technical support to help the people and businesses successfully transition to economic prosperity during and after the Palisades closure. All expenses including travel, conference and professional development expenses are to be pre-approved by the Labor and Negotiations Committee. Midwest Strategies and other team members will be activated immediately following the execution of this agreement.

Phase 2:

Van Buren County will pay **CONTRACTOR** four (4) \$35,750 quarterly payments, beginning January 2022, and ending December 2022 for a total of up to \$143,000.00. Invoices will be submitted prior to the 1<sup>st</sup> day of each quarter to [cervena@vbco.org](mailto:cervena@vbco.org).

**Section Four: CONTRACTOR Status**

Van Buren County retains **CONTRACTOR** only for the purposes and to the extent set forth in this Agreement. Contractor shall be an independent contractor and not an employee of Van Buren County or any affiliated entity. No employee right shall rise or accrue as a result of the performance of this Agreement by **CONTRACTOR** and no term of this Agreement shall be interpreted in a manner that is inconsistent with **CONTRACTOR's** status as an independent contractor.

Van Buren County will have no responsibility for withholding or paying any federal, state or local income taxes, payroll taxes, or unemployment taxes on account of **CONTRACTOR's** employment of any individual, including the employment of the designated representative during Phase 2. In addition, the County will not have any obligation to maintain worker's compensation

coverage for any of CONTRACTOR's employees, including the designated representative to be employed by CONTRACTOR during Phase 2.

**CONTRACTOR** and its employees will not participate in any Van Buren County benefit programs and will not receive any paid time off. Van Buren County will not withhold any employment taxes and will issue **CONTRACTOR** an IRS Form 1099 documenting payments made to **CONTRACTOR** under this agreement.

**CONTRACTOR** is responsible for purchasing and providing its own insurance as necessary, or as otherwise required by law, and must maintain insurance for any damage or injury sustained by **CONTRACTOR** or caused by **CONTRACTOR** during the performance of the Services under this Agreement. **CONTRACTOR** may perform services, pre-approved by the County Board of Commissioners' Labor and Negotiations Committee, for other people or organizations, provided that **CONTRACTOR's** performance of those services does not interfere with **CONTRACTOR's** performance of the Services for Van Buren County or conflict with Van Buren County's.

#### **Section Five: Indemnification**

**CONTRACTOR** warrants that its performance of this Contract does not infringe on or violate any copyright or other property interest of a third party. **CONTRACTOR** shall indemnify, defend and hold harmless the County from any and all liability, damage and/or claims by any party caused by or the result of **CONTRACTOR** performing the work called for in this Contract.

#### **Section Six: Termination Rights**

Either party with or without cause may terminate this Contract by providing 30 days written notice to the other party.

#### **Section Seven: Compliance with Applicable Federal, State and Local Requirements**

**CONTRACTOR** is responsible for compliance with all federal, state, and local laws and regulations which in any manner affect the work or performance of this contract and shall at all times carefully observe and comply with all rules and regulations.



**Section Eight: Entire Contract**

This Contract constitutes the total agreement between the parties. This Contract can only be modified in a writing signed by both parties. The parties signing this Contract have the legal authority to bind their respective organizations.

**In witness whereof**, the parties, through their authorized representatives, sign their names as evidence of their approval of this contract.

**FOR VAN BUREN COUNTY: FOR CONTRACTOR:**

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Signature

Richard Godfrey, Chair  
Van Buren County  
219 E. Paw Paw Street  
Paw Paw, MI 49079-1429

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Signature

Todd Gustafson, President and CEO  
Kinexus Group  
330 W. Main Street  
Benton Harbor, MI 49022

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Signature

Christopher Randall, Chair  
Kinexus Group  
330 W. Main Street  
Benton Harbor, MI 49022