

RESOLUTION 14-2018

FRIENDS OF CROWELL HILAKA WORK PLAN FOR KIRBY'S MILL

November 26, 2018

The restoration of Kirby's Mill (the "Project") is assigned to FoCH pursuant to the terms and conditions of this Work Plan:

Messaging preparation

FoCH and RJRD will convene a joint Kirby's Mill Capital Campaign Working Group (the "Capital Campaign Working Group") in order to jointly work with the FoCH Fundraising Committee and the RJRD Fundraising Committee and philanthropic consultants to develop a case statement for the Project as well as the park in general. The Capital Campaign Working Group shall consist of two members (and two alternates) with one member (and one alternate) being a representative of the RJRD and one member (and one alternate) being a representative of FoCH. The Representative of FoCH shall chair the Capital Campaign Working Group. Final approval of the case statement shall be approved by the RJRD Board of Trustees. FoCH will produce hard copies of the final, approved case statements for limited distribution to potential supporters.

The case statement will include a Donor Recognition Plan ("DRP"). Permanent elements of the DRP will be proposed by the RJRD Fundraising Committee.

The Capital Campaign Working Group will work with the FoCH Fundraising Committee and the RJRD Fundraising Committee to identify corporate sponsors and community leaders in the Northeast Ohio region who will support and endorse the campaign. FoCH and/or the RJRD Fundraising Committee will be giving tours, on foot and by golf cart, to familiarize potential contributors with the park and the Project. RJRD board members are welcome to assist or to lead tours.

Additional marketing materials are likely to be needed for the public campaign launch and will be jointly agreed to by the Capital Campaign Working Group.

Restorations

FoCH and RJRD will convene a Kirby's Mill Restoration Working Group (the "Restoration Working Group") to (i) engage appropriate architects and consultants to assess the structure and make recommendations as to the Project; and (ii) review all proposed plans. The Restoration Working Group shall consist of two members (and two alternates) with one member (and one alternate) being a representative of the RJRD and one member (and one alternate) being a representative of FoCH. The Representative of FoCH shall chair the Restoration Working Group. The Restoration Working Group shall jointly act as the "owner" for purposes of meeting with the architect, developing plans, negotiating the construction contracts, approving change orders and attending construction meetings. Final Plans as to the Project shall be approved by the RJRD board after being approved by the Restoration Working Group.

The Restoration Working Group will notify the RJRD Capital Projects Committee which contractors it desires to negotiate with and shall provide the Capital Projects Committee with information as to the qualifications of the contractors before negotiating any agreements. The RJRD Capital Projects Committee shall have the right to reject any such contractors that it reasonably deems to be unfit to complete the work.

FoCH will be solely responsible for hiring the contractors to complete the work. The Restoration Working Group will oversee the work and be responsible for communicating with the contractors. Each member of the Restoration Working Group (and alternates) shall be copied on all written communications. Both representatives of the Restoration Working Group (or their alternates) shall attend all construction meetings and walkthroughs and shall both approve all change orders.

Launch of the public campaign

The Capital Campaign Working Group will prepare a media outreach package to announce the public opening of the capital campaign.

Donors may make earmarked gifts to the Project or to an endowment fund for ongoing maintenance and repairs for any portions of the park and any additional restoration projects. The contributions are donor-driven. It is understood that FoCH can't take money earmarked for one project and designate it to the Project, unless it gets prior written permission from the donor.

FoCH is promoting the entire park as well as the specific Project in this campaign. If a potential donor expresses interest in donating to FoCH's general fund, RJRD's general fund, or to a project not specified in this campaign, FoCH will be happy to facilitate.

Exit plan

During the agreed-upon duration of the capital campaign, FoCH is responsible for raising the funds and implementing the work for the Project.

If the financial goals are not met by the end of five (5) years, RJRD and FoCH shall each have the option to renegotiate the terms of this Work Plan. If either party wishes to discontinue the Work Plan after the five (5) year period, any unspent funds that were earmarked for the Project will be turned over to the RJRD and shall be held as restricted funds for the use on the Mill. In the very unlikely event that FoCH disbands, earmarked restoration funds shall be provided to RJRD and shall be held as restricted funds for the use on the Mill, unless the donor removes the earmark on the restricted funds in writing.

FRIENDS OF CROWELL HILAKA

By: *COREY ANN RINGLE*
Title: *FOCH PRESIDENT*
Date: *29 NOVEMBER 2018*

RICHFIELD JOINT RECREATIONAL DISTRICT

By: *Robert J. Becker*
Title: *Chairman*
Date: *11-29-18*