

STATE OF NORTH CAROLINA

ADDENDUM TO CONTRACT

COUNTY OF ORANGE

FOR: Obey Creek DPost Phase 1

This Addendum to the Contract for Negotiation Phase of Development Process, dated June 14, 2013, by and between the Town of Chapel Hill and Dover Kohl, is made and entered this the 19<sup>th</sup> day of February 2014.

1. Section 1, Duties of the Contractor, The contractor agrees to perform those duties described in Exhibit A.
2. Section 2, Duties of the Town, for the remainder of the Obey Creek development agreement process the Town will pay for the services listed under Exhibit A not to exceed \$29,750.
3. Section 3, E-Verify Affidavit: The Town has on file an E-Verify Affidavit executed on behalf of the contracting party assuring compliance with the E-Verify requirements in North Carolina General Statute  $\square$  160A-20.1(b) as established by North Carolina Session Law 2013-418.

This Addendum to the Contract is between the Town of Chapel Hill and Dover Kohl for Development Agreement Work for Obey Creek DPost Phase 1.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

**Dover Kohl**

*Joseph A. Kohl*  
SIGNATURE  
*Kristen Thomas*  
ATTEST

JOSEPH A. KOHL, VICE PRESIDENT  
PRINTED NAME & TITLE

KRISTEN THOMAS, OFFICE MANAGER  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

*Florentine Miller*  
DEPARTMENT HEAD OR DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

*[Signature]*  
TOWN CLERK

TOWN SEAL



Town Clerk attests date this the 19<sup>th</sup> day of Feb., 20 14

Approved as to Form and Authorization

*Rose D. Cousins*  
TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*[Signature]* 2/12/14  
FINANCE OFFICER

EXHIBIT A:  
Obey Creek Post Phase 1 Scope of Work

Duties of the Technical Team will include, but are not necessarily limited to:

- Serving as an advocate for the Town’s best interest while also acting as “third party” experts and mediators in discussions between the Town and developer.
- Participation in a variety of meetings with Town Staff, the Development Team, the Public and other consultants and governmental agencies (e.g. NCDOT) as necessary.
  - Depending on the meeting, their role(s) will be to facilitate and moderate discussion, synthesize outcomes, and offer guidance, advice and recommendations.
- Reviewing and analyzing data; drafting reports as necessary; providing guidance and recommendations to Staff and Town Council.
  - To the extent that information is available, the Technical Team will take into account existing development, approved developments and nearby town-owned parcels on the west side of South 15-501 when reviewing and analyzing data and offering recommendations.
- Drafting/revising iterations of the development agreement throughout the process; sharing drafts for feedback from Staff, Town Council and the Public as appropriate.
- If Council decides to enter into negotiations with the developers, the Technical Team will assist in negotiations between Town Council and developers as necessary.

The work of the Technical Team is largely dictated by the process. The following shall serve as a “menu” of services for the work performed, not to exceed the total amount indicated.

Post Phase 1	Rate	\$525/hr
Technical Team/Staff/Dev Team Meetings	24	\$12,600
Public Meetings/Follow up Meetings	8	\$4,200
Data Analysis and Reports	6	\$3,150
Draft Agreement/Zoning/Draft Revisions	6	\$3,150
Council Presentation/recommendations	6	\$3,150
Travel and Misc		\$3,500
	TOTAL:	\$29,750