



January 8, 2026

Adam Stumb, County Manager
Ashe County
150 Government Circle, Suite 2500
Jefferson, NC 28640

RE: **Agreement for Professional Services**
Ashe County Animal Shelter Phase 1 Site Development Readvertisement
Jefferson, North Carolina
WithersRavenel Project No. 25-1186

Dear Mr. Stumb,

WithersRavenel, Inc. is pleased to provide this proposal to Ashe County for consulting services. The project encompasses the due diligence phase services associated with two (2) parcel(s) totaling approximately 8.33 Acres and is described as Ashe County, NC PIN(s): 19223001682 and 19223001695.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached agreement. My contact information is below.

Sincerely,
WithersRavenel

Kyle Freehart, PE

Director of Mixed Use, Site Civil

kfreehart@withersravenel.com

Ph. 919.678.3779 | Direct. 610.864.4524

Ashe County Jefferson, North Carolina Agreement for Professional Services

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Ashe County and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project site located at 961 US Hwy 221 Business in Ashe County, Jefferson, North Carolina.

Listed below is a summary of several key aspects of the project based on our discussions, preliminary research, and Exhibit III. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- ▶ The subject property is zoned Highway Commercial District, H-C which is appropriate for the uses specified, however a Special Use Permit is anticipated to be required;
- ▶ The project is anticipated to contain one (1) internal public streets with connections to US Highway 221 Business which is maintained by the NCDOT:
 1. Access to US Highway 221 Business will require a NCDOT Driveway Permit and NCDOT 2-party and 3-party encroachment agreements which are included as tasks in this proposal;
 2. A scoping meeting will be required with NCDOT and Town of West Jefferson to determine if frontage improvements are required;
- ▶ The project is anticipated to be designed and constructed in one (1) phase;
- ▶ A traffic study may be required and, if required, will be provided by others;
- ▶ Environmental site limitations are not known at the time of the proposal and once known may change the Scope of Services provided in this proposal;

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- ▶ Ashe County shall be known as the "Client"; WithersRavenel shall be known as the "Consultant"; The property and overall project shall be known as the "Project"; Jefferson shall be known as "Town"; Ashe County shall be known as "County"; The executed agreement shall be known as the "Agreement".

B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- ▶ Due Diligence: Estimated Five (5) Months from NTP;

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness and additional permit and/or plan reviews of review agencies;
- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its "Basic Services" under the Agreement:

Task 1. Project Management

WithersRavenel shall provide coordination and communication efforts for items relating to the Project that are not specifically covered in separate tasks outlined in the scope with specific items shown below:

- ▶ Kick off meeting with Client (estimated up to one (1) hour);
- ▶ Coordinate and attend pre-application/submittal meeting with Town of West Jefferson;
- ▶ Coordination and correspondence with Town of West Jefferson, United States Postal Service (USPS), Ashe County and other regulatory agencies that are not listed within the other tasks (estimated up to one (1) hour per week).
- ▶ Coordinate and attend project meetings with Town of West Jefferson or other regulatory agencies including formal project review meetings (estimated up to two (2) hours each with up to two (2) WithersRavenel Representatives present);
- ▶ Coordinate and attend review meetings with Client to review and approve initial concept plan(s) (estimated up to two (2) meetings at up to one (1) hour each);
- ▶ Conference calls and emails with Client, Architect, sub-consultants, and/or builder or contractor, as required (estimated up to two (2) hours per week through the eight (8) months of due diligence);
- ▶ Attendance at formal meetings with Town of West Jefferson (estimated up to three (3) meetings);
- ▶ Obtain "will-serve" letters from utility providers (estimated up to two (2) hours);
- ▶ Any specific Client invoicing requirements that are not typical, e.g., working within specific Client supplied computer program, summary of work performed/progress reports, and agreement work-to-date summaries;
- ▶ Manage internal project processes, communication, and resources during process through design as noted in the Scope of Services.

~Note – All meetings include one (1) WR attendee unless otherwise noted.

Task 2. Due Diligence Phase Services

2.1. Desktop Wetland and Stream Assessment

- ▶ Obtain preliminary site information including aerial photos, USGS Quadrangle Maps, Ashe County Soil Survey and GIS data and USFWS GIS data.
- ▶ Conduct a review of all readily available information and perform a desktop analysis of the property to determine the likelihood of presence or absence of Waters of the US (WOTUS).
- ▶ Does not include any formal review of WOTUS in the field or delineation of any wetlands or streams that may be found on the subject property.

2.2. Boundary & Topographic Survey

WithersRavenel will provide the following services as part of this Task:

- ▶ Research, field location, and mapping necessary to comply with North Carolina Administrative Code 21 NCAC 56.1600.
- ▶ WithersRavenel will prepare a Boundary and topographic survey for the parcel identified as Ashe County PINS:192967775161 & 192967777291 totaling 8.33 Acres (GIS) and topographic area of 10.32 acres shown in the highlight image
- ▶ The survey will be performed in accordance with 21 NCAC 56.1602 Surveying Procedures per the Standard of Practice for Land Surveying in North Carolina. Mapping will be prepared to 21 NCAC 56.1606 (a)(1), (c)(1)(A) Standards of Practice for Land Surveying in North Carolina.
- ▶ Boundary will be tied to North Carolina Grid (NAD 83/2011) horizontal control or most current North Carolina Grid Available within 2000 feet of each this site. If no NC Grid monuments are within 2000 feet of site, Global Positioning Surveys (GPS) will be used to tie property to NC Grid System.
- ▶ Horizontal control will be based on NC State Grid NAD'83 (2011);
- ▶ Topographic survey will include approximately 10.32 acres.
- ▶ Vertical control will be based on NAVD'88;
- ▶ Locate existing property corners as may be found on the subject property and property corners on adjacent properties as may be necessary to help reestablish the boundary of the subject property;
- ▶ Provide name and address of current property owner, existing zoning, and land use per Ashe County Tax records (residential, office, etc.), setbacks if available from [MUNICPALITY] planning department or recorded deeds or plats, deed book and page references, plat book references and tax map and parcel number or PINS of the subject property and adjoining properties within survey area. Subject property lines and adjoining property owner lines and right-of-way will be shown based actual lines surveyed and or documents of public record found in the Buncombe County Register of Deeds or provided by Owner/Client
- ▶ Set missing, critical property corners with 18" long, 5/8" iron rebar rods or 1" iron pipes.
- ▶ Contours will be mapped at a one-foot (1') interval;
- ▶ Conventional survey will be completed using spot grades at approximate 50' intervals
- ▶ Locate all visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, etc., within the topographic survey area;
- ▶ Sub-surface utilities will be located based on observation of visible and obvious surface features. No SUE designation services will be utilized to mark underground utilities;
- ▶ Location of tree lines. Does not include the location of individual trees within wooded areas;

- ▶ Provide a Flood Statement on Survey after consulting the Federal Insurance Administration Flood Hazard Boundary Map with Community Number, Sheet Number, revised date if any, and finding that the subject property is or is not located in a special flood hazard area per to that map.
- ▶ Final Survey will be dated at time of completion of field work and bear seal and signature of North Carolina Professional Land Surveyor in responsible charge of the survey. Revisions to site or request for a new date other than the original date at time of completion of field work will require a site visit by North Carolina Professional Land Surveyor in responsible charge of survey to access site to determine if new field locations are needed. Additional Service charges will be required.
- ▶ Completed survey will be delivered in digital PDF format and as a signed & certified hard copy to be shared per the Client's request.
- ▶ Survey [NOT] be drawn to NC G.S. 47-30 standards for recording.
- ▶ To satisfy West Jefferson's 801.04 (9) requirements for the SUP:
 - Provide a high-level review of the adjacent land area, including land use, zoning classifications, public facilities, and any unique natural features
 - Provide existing easements identified within the surveying process.

Not included in the scope:

- ▶ Time and expense to have the boundary plat approved and recorded in Ashe County.
- ▶ Time and expense for resolution of conflicts of boundary with adjacent properties such as gaps and overlaps and/or conflicts between deeds.
- ▶ Preparation of any recordable or non-recordable boundary, subdivision, recombination, easement, right-of-way or other surveys.

Exhibit - Survey Area



2.3. Level B SUE

WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities within the proposed project limits. The project specific utilities will be designated and marked using the APWA guidelines with marking paint and/or pin flags. Utilities that cannot be traced to a known structure will be noted as "Unknown" and displayed within our drawings as such. Gravity storm and sewer lines typically fall under our conventional survey task and will not be covered within this SUE Level B investigation. A detailed field sketch depicting project specific utility structures and designated utilities will be provided to the survey crew to assist in the survey of project specific identified utilities. Survey data will be drafted and edited in AutoCAD and included in the Final Survey.

WithersRavenel, Inc. is not responsible for moved, altered, or obliterated utility marks, or for maintaining utility marks beyond our initial investigation. If utility marks are destroyed and Client wishes to refresh them, WithersRavenel, Inc. will impose an additional fee to relocate/remark utilities. Although geophysical methods provide a high level of assurance for the location of subsurface objects, the possibility exists that not all features can or will be identified. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination, as provided by vacuum excavation. Therefore, due caution should be used when performing any subsurface excavation, and WithersRavenel, Inc. will not be liable for any damages that may occur.

2.4. Preliminary Code Research

WithersRavenel will perform the following services as part of this task:

- ▶ Preliminary Zoning and Land Use research:
 1. Review Town of West Jefferson Zoning Map and Comprehensive Plan documents to verify current zoning district and long-range plan designations;
 2. Compare Client's desired development goals with current zoning designation and allowable uses to determine potential for need for Rezoning and Comprehensive Plan Amendment;
 3. Review applicable development standards such as minimum lot sizes, buffers, and setbacks;
 4. Review of applicable Stormwater Management requirements and the way such requirements may affect the site design and layout;
 5. Review regional Transportation/Thoroughfare Plan guidance documents to identify applicable considerations or constraints of planned roadway extensions or new alignments within the project area;
 6. Review Town of West Jefferson greenway master plan to determine if there are planned greenway trail extensions through the property.
- ▶ Preliminary Utility research:
 7. Review available GIS information and published maps to identify locations and sizes of adjacent and nearby public water, sewer and/or reclaimed water systems;
 8. Request additional map or location information from Town of West Jefferson for water, sewer and/or reclaimed water locations that may not be available via published mapping sources;
 9. Research potential availability for reimbursement or developer agreements relative to anticipated offsite extensions and/or oversizing of utilities.
- ▶ Preliminary Stream, Floodplain & Wetlands Review:
 10. Review Ashe County Soil Survey maps, USGS maps and GIS topographic information to identify approximate locations of streams and drainage features potentially subject to local and/or state buffers;

11. Review FEMA floodplain maps to identify areas within regulated floodplain areas within the project limits;
12. Review National Wetlands Inventory maps for approximate location of potential wetland areas;
13. Review existing topography per available Town of West Jefferson, Ashe County, and any existing conditions surveys.

▶ Preliminary GIS Base Map:

14. Compile preliminary CAD base maps of project area utilizing GIS data including parcels, roadways, topography, utilities, and aerial images;
15. Research and review recorded plats and deeds of record;
16. Illustrate approximate and/or potential extent of streams, stream buffers, floodplains, easements, and other similar features.

Compile a written summary of due-diligence notes, findings, maps, and commentary based on the items outlined in this Task for Client review.

2.5. Developable Area Exhibit

WithersRavenel will perform the following services associated with developing a Developable Area Exhibit for the Project. This task includes:

- ▶ Utilize previous information from the preliminary code research tasks to delineate areas available for development outside of known constraints such as buffers/setbacks, easements, required public infrastructure improvements, and steep slopes.
- ▶ To satisfy West Jefferson's 801.04 (5) & (8) requirements for the SUP:
 - The existing and proposed street system, including location and number of off-street parking spaces, service areas, loading areas, major points of access to public rights-of-way, notations of proposed ownership of the street system (public or private).
 - The proposed treatment of the perimeter of the development includes materials and such as screens, fences, and walls. Items outside of WR scope will be denoted as "designed by others"
- ▶ This task assumes up to one (1) revision and issuance of a final DAE drafted into CAD linework.

2.6. Conceptual Layout

- ▶ WithersRavenel will perform the following services associated with developing a Conceptual Plan for the Project. This task includes:
- ▶ Utilize previous information from the preliminary code research tasks and the Developable Area Exhibit to develop initial concepts of the Client selected 20,000 SF animal shelter foot print.
- ▶ Prepare the AutoCAD base map with available GIS information including parcels, roads, topography, utilities, floodplains, aerial imagery, etc.;
- ▶ Create one (1) rough CAD conceptual layout (sketch) for review by Client. Conceptual layout will show the road network and open space and buffers;
- ▶ Coordinate and attend one (1) meeting with the Client to review and approve conceptual layout;
- ▶ Includes one (1) revision and issuance of a final conceptual layout drafted into CAD linework.

2.7. Preliminary Engineering

WithersRavenel will use the current Client approved conceptual layout/due diligence from other tasks based on adjustments to accommodate Client's desired configuration on an updated base sheet with latest survey information. This task includes:

- ▶ Preliminary design of roadways; and water, sewer, and storm sewer utility stick layout;

- ▶ Preliminary storm water SCM recommendations including location(s). Layout based on estimated drainage area and impervious calculations;
- ▶ Conceptual designation of roadway connections;
- ▶ Preliminary location of pump station and force main, if needed, to service the site;
- ▶ Preliminary Mass Grading Study and Earthwork Takeoff (up to two (2) iterations) for the site;
- ▶ Designation of anticipated limits of disturbance;
- ▶ Preliminary estimate of Open Space and Tree Conservation requirements;
- ▶ Preliminary Opinion of Probable Cost based on the preliminary engineering drawings for general preliminary use. WithersRavenel's basis of the POPC will be limited to WR's experience of previous projects and current RSMeans available pricing. It is always recommended that estimators and/or professional contractors are utilized for final OPCs for accurate and current market prices of construction.
- ▶ This includes one (1) revision to the current sketch plan layout before Mass Grading Study and Earthwork Takeoffs are commenced;
- ▶ This task does not include any preliminary offsite road improvements that would commonly be identified in a Traffic Impact Analysis (by others);
- ▶ Coordinate and attend up to one (1) meeting with the Client to review preliminary engineering deliverable;
- ▶ Deliverables will be as follows:
 1. List of anticipated infrastructure quantities;
 2. Preliminary Utility Plan(s) indicating preliminary utility pipe size;
 3. Grading and Drainage Plan(s) indicating preliminary grading and pipe size;
 4. Earthwork Exhibit(s) with calculations based on preliminary mass grading;
 5. Sedimentation and Erosion control plan;
 6. AutoCAD file with linework for preliminary construction budgeting by Client;

This task includes the coordination of the submittal(s) listed above with the Client. This task does not include any reimbursable expenses associated with municipal fees, courier, printing or other expenses not specifically included in this task.

Additional exhibits or design revision requests by the Client will be billed as an additional hourly service in accordance with Exhibit II.

2.8. Conceptual Stormwater Design

WithersRavenel will make recommendations as to type of SCM required for compliance with current stormwater ordinances based on the anticipated development. WithersRavenel will estimate the size, footprint, and impact of one (1) SCM based on existing conditions, anticipated impervious coverage, and drainage area for planning and layout purposes.

2.9. Special Use Permit Application

WithersRavenel will lead and/or support the Special Use Permit (SUP) Application efforts as outlined within the Town of West Jefferson's Article VIII "Special Uses". The required findings of fact will be illustrated within the SUP application.

The SUP development plan will contain the following site civil drawings as detailed and required within Article VIII "Special Uses":

- ▶ Existing Conditions

- ▶ Existing Topographic Survey
- ▶ Preliminary Site Layout Plan;
- ▶ Preliminary Grading and Drainage Plan;
- ▶ Preliminary Utility Plan;

This task includes up to two (2) submittals including one (1) resubmittal.

Task 3. Due Diligence Phase Services (by others)

3.1. Geotechnical Field Work & Report

WithersRavenel, through use of a qualified subconsultant "GeoTechnologies, Inc." will provide the following services:

- ▶ We propose to advance up to five (5) total test borings to a depth of 20 feet or auger refusal. We anticipate 100 feet of drilling for budgetary purposes. An engineer will perform a site reconnaissance, test boring locations will be flagged and utility locates will be called. We have not included costs for private utility locating. Since the site is wooded, cost has been included for clearing of paths to access boring locations. Following the site reconnaissance and clearing of underground utilities, an all-terrain drill rig will be dispatched to drill the borings. The borings will be advanced utilizing hollow stem auger or mud rotary drilling techniques and will be sampled at selected intervals by the standard penetration test procedure.
- ▶ The test boring data will be utilized to generate generalized subsurface profiles and to provide test boring records. We will provide an engineering report which will include the results of the field testing, addresses site preparation/earthwork procedures, lateral earth pressure parameters, slab-on-grade recommendations and foundation support recommendations including design bearing pressures and estimated settlements. Any special site preparation procedures which need to be considered such as the need for undercutting and replacement of soils in the project area will also be addressed. We will also discuss seismic design considerations and pavement subgrade support considerations.

D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Design Services

- ▶ Off-site improvements;
- ▶ Offsite utility or road improvements;
- ▶ Pump Station design and permitting;
- ▶ Force main design and permitting;
- ▶ Reclaim waterline design;
- ▶ LEED certification coordination;
- ▶ Pavement design;
- ▶ Structural design, field observation and certification of retaining walls, site

infrastructure and ancillary structures (including foundation design and certification);

- ▶ Geotechnical exploration, design, field observation, and certification to support all retaining walls, site infrastructure and ancillary structure design.
- ▶ Signal design;
- ▶ Dumpster enclosure details;
- ▶ Grease trap design;
- ▶ On-site water/sewer design;

- ▶ Equipment Selections/Design;
- ▶ Site Lighting is limited to fixture selection; electrical engineering not included;

Documents/Drawings

- ▶ Site Plans;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;
- ▶ Record (As-Built) Plans;

Environmental Services

- ▶ SHPO Historic Resources Assessment;
- ▶ Endangered Species Assessment;
- ▶ Detailed Wetland Delineations;
- ▶ USACE Jurisdictional Determination;
- ▶ NCDWR/Local Municipality Buffer Determination;
- ▶ Phase I & II ESA's;

Geomatics Services

- ▶ Annexation Plats;
- ▶ Tree survey/cover report by Registered Forester;
- ▶ Level A Subsurface Utility Engineering (SUE);
- ▶ Surveys for off-site improvements;
- ▶ Platting services;
- ▶ Plot Plans;
- ▶ ALTA Surveys;
- ▶ GIS mapping services;
- ▶ Construction staking;
- ▶ Building staking;
- ▶ As-built (record drawing) surveys;
- ▶ Easements, Easement/ROW Plats;

Landscape Architecture Services

Offsite/Specialty

- ▶ Utility allocation agreements;

- ▶ Preparation of electronic file suitable for GPS machine control;
- ▶ Expert witnesses;

Permitting Services

Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ Variance and Quasi-Judicial processes;
- ▶ Off-site Sewer Analysis;
- ▶ Traffic Impact Analysis;
- ▶ Signalization Studies;
- ▶ Hydrant flow determination and hydraulic analyses;
- ▶ Existing sewer hydraulic analyses;
- ▶ Town or regulatory approvals;

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

Services by Others

- ▶ Additional Geotechnical services;
- ▶ Architectural and MEP services;
- ▶ Structural Services;
- ▶ Arborist/Registered Forester Services;

Services During Construction

Stormwater Services

General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other agreements;
- ▶ Any other services not specifically listed within Section C.

E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

► General:

- Provide representative for communications and decisions;
- Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- Preferred media platforms for communications with the Client;
- Provide in writing, any information as to Client's requirements for design;
- Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- Attend Town or City meetings as required/needed;
- Provide access to property for Consultant and subconsultants;
- Discussions/negotiations with adjacent landowners;
- Acquire all off-site utility and/or construction easements required for this Project;
- Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- All submittal, review, or permitting fees associated with the Project;
- Any legal representation requiring an attorney at law.

► Design Specific:

- The owner will retain a structural engineer for all the structural engineering services including but not limited to the design, field observation and certification of any retaining walls, site infrastructure and ancillary structures for this project. When structural services are provided by others, if the site assumptions and designs by WithersRavenel are not aligned as detailed within this scope, WithersRavenel reserves the right to provide an amendment for additional services to update the site designs based on impacts to scope and schedule.
- The owner will retain a geotechnical engineer for all geotechnical exploration, design, field observation, and certification to support design and construction of all retaining walls, site infrastructure and ancillary structure design.

► Client shall retain under separate contract a structural engineer for review of all structural engineering construction related designs included but not limited to structural RFIs and Submittals within the project.

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
Task 1	Project Management	\$22,500
Task 2	Due Diligence Phase Services	\$83,500
2.1	Desktop Wetlands and Stream Assessment	
2.2	Boundary & Topographic Survey	
2.3	Level B SUE	
2.4	Preliminary Code Research	
2.5	Developable Area Exhibit	
2.6	Conceptual Layout	
2.7	Preliminary Engineering	
2.8	Conceptual Stormwater Design	
2.9	Special Use Permit Application	
Task 3	Due Diligence Phase Services (By Others)	\$13,700
3.1	Geotechnical Field Work & Report	
		Total \$119,700

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

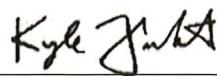
The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Ashe County. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel



January 8, 2025

Signature Date

Kyle Freehart, PE

Name

Director of Mixed Use

Title

ACCEPTED BY:

Ashe County

Signature Date

Adam Stumb

Name

County Manager

Title



January 8, 2025

Signature Date

Tucker McKenzie, PE

Name

Practice Area Lead

Title

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

Exhibit III- Scoping Map

Exhibit I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.**

4. **Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. **Change Orders:** CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

2026 Fee & Expense Schedule

Description	Rate
Engineering, Landscape Architecture & Planning	
CAD Technician I	\$ 115
CAD Technician II	\$ 130
Senior CAD Technician	\$ 155
Designer I	\$ 145
Designer II	\$ 165
Senior Designer	\$ 185
Landscape Architect I	\$ 165
Landscape Architect II	\$ 190
Landscape Architect III	\$ 215
Senior Landscape Architect	\$ 240
Landscape Designer I	\$ 145
Landscape Designer II	\$ 155
Landscape Designer III	\$ 160
Planning Technician	\$ 130
Planner I	\$ 140
Planner II	\$ 160
Planner III	\$ 185
Senior Planner	\$ 195
Senior Technical Planner	\$ 205
Principal Planner	\$ 220
Project Engineer I	\$ 190
Project Engineer II	\$ 200
Project Engineer III	\$ 220
Senior Project Engineer	\$ 255
Assistant Project Manager	\$ 200
Project Manager I	\$ 220
Project Manager II	\$ 230
Project Manager III	\$ 235
Senior Project Manager	\$ 240
Associate Practice Professional	\$ 75
Practice Professional I	\$ 155
Practice Professional II	\$ 160
Practice Professional III	\$ 170
Practice Professional IV	\$ 180
Senior Practice Professional	\$ 190
Technical Consultant	\$ 240
Senior Technical Consultant	\$ 280
Director	\$ 275
Principal	\$ 290
Zoning Specialist	\$ 400
Construction Administration	
Resident Project Representative I	\$ 115
Resident Project Representative II	\$ 135
Resident Project Representative III	\$ 150
Senior Resident Project Representative	\$ 160
Construction Project Professional	\$ 165
Assistant Construction Project Manager	\$ 170
Construction Project Manager I	\$ 180
Construction Project Manager II	\$ 190
Construction Project Manager III	\$ 200
Senior Construction Project Manager	\$ 215
Other	
Implementation Consultant	\$ 165
Senior Implementation Consultant	\$ 175
Expert Witness	\$ 400
Funding & Asset Management	
GIS Senior Specialist	\$ 185
GIS Specialist	\$ 165
GIS Technician	\$ 110
GIS Analyst I	\$ 135
GIS Analyst II	\$ 150
GIS Project Manager	\$ 185
F&AM Assistant Project Manager	\$ 180
F&AM Project Consultant I	\$ 135
F&AM Project Consultant II	\$ 145
F&AM Project Consultant III	\$ 150
F&AM Project Consultant IV	\$ 155
F&AM Senior Project Consultant I	\$ 165
F&AM Senior Project Consultant II	\$ 170
F&AM Project Manager	\$ 185
F&AM Principal	\$ 290
F&AM Director	\$ 260
F&AM Staff Professional I	\$ 80
F&AM Staff Professional II	\$ 130
F&AM Staff Professional III	\$ 170
F&AM Staff Professional IV	\$ 215
F&AM Senior Project Manager	\$ 240
F&AM Senior Technical Consultant	\$ 275
Geomatics	
Geomatics CAD Technician I	\$ 115
Geomatics CAD Technician II	\$ 135
Geomatics CAD Technician III	\$ 150
GIS Survey Technician I	\$ 90
GIS Survey Technician II	\$ 115
GIS Survey Technician III	\$ 135
GIS Survey Lead	\$ 150
Geomatics Project Manager I	\$ 185
Geomatics Project Manager II	\$ 200
Geomatics Project Manager III	\$ 230
Geomatics Project Professional I	\$ 165
Geomatics Project Professional II	\$ 190
Geomatics Principal	\$ 270
Geomatics Remote Sensing Crew I	\$ 240
Geomatics Remote Sensing Crew II	\$ 340
Geomatics Survey Crew I	\$ 170
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 255
Geomatics Senior Manager	\$ 240
Geomatics Survey Tech I	\$ 70
Geomatics Survey Tech II	\$ 105
Geomatics Survey Tech III	\$ 135
Geomatics Survey Tech IV	\$ 145
Geomatics Sr. Technical Consultant	\$ 245
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 285
Project Coordinators	
Project Coordinator I	\$ 105
Project Coordinator II	\$ 125
Project Coordinator III	\$ 135
Senior Project Coordinator	\$ 145
Lead Project Coordinator	\$ 155
Environmental	
Environmental Technician I	\$ 95
Environmental Technician II	\$ 110
Environmental Technician III	\$ 115
Environmental Senior Technician	\$ 130
Environmental Project Geologist I	\$ 165
Environmental Project Geologist II	\$ 180
Environmental Project Geologist III	\$ 210
Environmental Senior Project Geologist	\$ 230
Environmental Assistant Project Manager	\$ 180
Environmental Project Manager	\$ 210
Environmental Senior Project Manager	\$ 230
Environmental Director	\$ 260
Environmental Project Engineer I	\$ 165
Environmental Project Engineer II	\$ 180
Environmental Project Engineer III	\$ 210
Environmental Senior Project Engineer	\$ 230
Environmental Principal	\$ 285
Environmental Project Scientist I	\$ 165
Environmental Project Scientist II	\$ 180
Environmental Project Scientist III	\$ 210
Environmental Senior Project Scientist	\$ 230
Environmental Scientist I	\$ 120
Environmental Scientist II	\$ 145
Environmental Scientist III	\$ 155
Environmental Geologist I	\$ 120
Environmental Geologist II	\$ 145
Environmental Geologist III	\$ 155
Environmental Professional I	\$ 120
Environmental Professional II	\$ 145
Environmental Professional III	\$ 155
Environmental Senior Technical Consultant	\$ 255
Client Experience	
Client Experience Manager	\$ 350
Client Experience Director	\$ 395
Client Experience Principal	\$ 420
Administrative	
Administrative Assistant	\$ 75
Administrative Assistant I	\$ 95
Administrative Assistant II	\$ 105
Administrative Assistant III	\$ 115
Marketing Administration I	\$ 105
Marketing Administration II	\$ 125
Marketing Administration III	\$ 135
Marketing Administration IV	\$ 145
Marketing Administration V	\$ 155
Director of Marketing	\$ 165
Office Administration	\$ 80
Office Administrator I	\$ 135
Office Administrator II	\$ 140
Office Administrator III	\$ 145
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	1.15
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

25-1186-Ashe County Animal Shelter Phase 1

Boundary survey for red highlighted area ~ 4 acres
Topographic survey for the green highlighted area ~7.8 acres

EXHIBIT III

Legend

- limits
- New River Brewing Taproom & Brewery/?
- The Dough Shed Pizzeria



bidders took place with specific mention of large projects, like a landfill, where a broader or paper-based outreach might be more effective. The need to reach a wider local audience was cited as a reason for retaining paper advertising in some cases.

Commissioners suggested the need for a case-by-case evaluation of advertising methods, with individual scrutiny to decide if newspaper (paper) advertising should be included. Also, a proposal for Adam (County Manager) to determine when electronic-only advertising is suitable, with paper used as necessary.

Motion made by Vice Chairman Powers to proceed with this stipulation on advertising decisions. Commissioner Killen seconded the motion. The motion passed with unanimous approval.

Approved

For: 5 - Chairperson McNeill, Vice Chairman Powers, Commissioner Eldreth, Commissioner Killen and Commissioner Greene

PRES
25-167 9:18 AM - Tracie McMillan, DSS Director - DSS Monthly Report for October 2025, USDA Guidance on SNAP, Child Support Subsidy Report and Right to Inspect Unlicensed Facilities.

Attachments: [12-15-2025 DSS Statistics October 2025](#)

[12-15-2025 SNAP Benefits Issuance Letter](#)

[12-15-2025 Subsidized Child Care Assistance Letter](#)

[12-15-2025 Notice - Unlicensed Facility or Residence](#)

Tracie gave the Board a DSS update. She stated that the number of children in foster care has decreased due to family reunification, guardianship with relatives, or adoptions, which is positive news especially before the holidays. The SNAP benefits issuance letter has been released, confirming the release of federal funds. In case of issues with funds on EBT cards, individuals should contact their local worker. The subsidized childcare assistance program showed an accuracy rate of 98.57%, with no repayments to the State. Those needing childcare help are encouraged to apply and be placed on the waiting list. The authority of the local department to inspect residences or assisted living facilities operating without proper licensing or registration was reminded. No active cases reported in the county, but monitoring continues. There is \$18,450 left in the Crisis Intervention Program (CIP) fund for energy assistance (electricity, wood, propane, etc.), and these funds are expected to be exhausted soon. The county received \$122,030.38 in CIP funds, more than expected.

There was a federal delay in receiving LIHEAP funds (low income energy assistance program), but \$120,000 is now available, with about \$90,000 remaining. Initially for those over 60, then for the rest of the population based on income eligibility. APS essential funds for vulnerable adults: \$30,000 available, with a spending deadline of June 30, 2026. Used for housing deposits, rent, stabilization, and other supports. CPS essential funds for families and children with child protection reports: total of \$122,000, with \$20,000 remaining, aimed at stabilizing families and providing services to children in foster care. Tracie also said that the Children and Family Specialty Program went live December 1st: manages Medicaid for foster children and youth up to age 26 who were in foster care, focusing on comprehensive physical and mental care. North Carolina is the first state to implement this system. Individuals who have aged out of foster care and meet criteria should be encouraged to apply for coverage. She talked about the homeless and housing situation saying that the Outreach Coordinator at Hospitality House contacts homeless individuals in camps to offer help and supplies; this organization is the only night-by-night shelter in the region. Homeless individuals are provided mobile phones to maintain contact and facilitate housing applications. County churches and organizations like the Ashe County Coalition for Helping collaborate with funds and resources for the homeless.