

**Richland County  
Executive & Finance Standing Committee**

Date Posted: April 7, 2025

**NOTICE OF MEETING**

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Tuesday, April 8, 2025 at 5:00 PM in the Richland County Board Room of the Courthouse located at 181 West Seminary Street, Richland Center, WI 53581.

Information for attending the meeting virtually (if available) can be found at the following link:

<https://administrator.co.richland.wi.us/minutes/executive-and-finance-committee/>

If you have any trouble accessing the meeting, please contact MIS Support at 608-649-4371 (phone) or [mis@co.richland.wi.us](mailto:mis@co.richland.wi.us) (email).

**AMENDED AGENDA**

1. Call To Order
2. Roll Call
3. Verification Of Open Meetings Law Compliance
4. Approval Of Agenda
5. Approval Of Minutes From The March 24, 2025 Meeting
6. Public Comment
7. Reports
  - A. Tyler Implementation Update
  - B. County Veterans Service Officer Quarterly Report
8. Discussion & Possible Action: Finalizing Appeal Process for Services Delays
9. Discussion & Possible Action: Approval Of Proposal From Public Administration Associates For Finance Director Recruitment Services
10. Discussion & Possible Action: Approval Of Agreement With Ayres Associates, Inc For Geospatial Services
11. Discussion & Possible Action: Approval Of Resolution Recognizing The Retirement Of A County Employee
12. Correspondence
13. Future Agenda Items
14. Adjourn

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Executive & Finance Standing Committee.

Derek S. Kalish  
County Clerk

# Richland County Executive & Finance Standing Committee

March 24, 2025

The Richland County Executive & Finance Standing Committee convened on March 24, 2025 in person and virtually at 5:00 PM in the County Boardroom of the Richland County Courthouse.

**Call To Order:** Committee Chair Williamson called the meeting to order at 5:00 PM.

**Roll Call:** County Clerk Kalish conducted roll call. Committee members present: Steve Carrow, Gary Manning, Ingrid Glasbrenner, David Turk, Steve Williamson, and Marc Couey. Committee member(s) absent: Mark Gill, Craig Woodhouse, and Bob Frank.

**Verification Of Open Meetings Law Compliance:** County Clerk Kalish confirmed the meeting had been properly noticed.

**Approval Of Agenda:** Motion by Manning second by Couey to approve agenda. Motion carried and agenda declared approved.

**Approval Of Minutes From The March 13, 2025 Meetings:** Committee Chair Williamson asked if there were any corrections or amendments to the minutes from March 13, 2025. Hearing no corrections or amendments, Committee Chair Williamson declared the March 13, 2025 minutes approved as presented.

**Public Comment:** None.

**Discussion & Possible Action – Resolution Making A Deficiency Appropriation In Various Accounts:** County Clerk Kalish provided brief overview of deficiency appropriations presented. Motion by Couey second by Glasbrenner to approve the deficiency appropriations presented. Motion carried and resolution forwarded to full County Board for approval.

**Discussion & Possible Action – Approval To Amend The Register Of Deeds Fee Schedule:** Register of Deeds McCoy provided brief overview of fees. Motion by Couey second by Turk to amend fee schedule as presented. Motion carried and resolution forwarded to full County Board for approval.

**Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(F): Considering Financial, Medical, Social Or Personal Histories Or Disciplinary Data Of Specific Persons, Preliminary Consideration Of Specific Personnel Problems Or The Investigation Of Charges Against Specific Persons Except Where Par. (B) Applies Which, If Discussed In Public, Would Be Likely To Have A Substantial Adverse Effect Upon The Reputation Of Any Person Referred To In Such Histories Or Data, Or Involved In Such Problems Or Investigations: Review Of Conduct Of Public Official & Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(C): Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governmental Body Has Jurisdiction Or Exercises Responsibility: Human Resources Department Succession Planning –** Motion by Manning second by Glasbrenner to convene into Closed Session per Wis. Stat, Sec 19.85(1)(F) and Wis. Stat, Sec 19.85(1)(C). Motion carried unanimously at 5:11 PM.

Richland County  
Executive & Finance Standing Committee

**Closed Session**

**Return To Open Session:** Executive & Finance Standing Committee reconvened into Open Session at 6:44 PM.

**Possible Action On Items From Closed Session:** None.

**Correspondence:** None.

**Future Agenda Items:**

Report: Tyler Human Resources Software Implementation Update

**Adjourn:** Motion by Manning second by Carrow to adjourn. Motion carried and meeting adjourned at 6:47 PM.



Derek S. Kalish  
County Clerk

DRAFT

Richland County Veterans Service Office Monthly Numbers

2025	JANUARY		FEBRUARY		MARCH		APRIL		MAY		JUNE			
	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	Calls	Walk-Ins	calls	visits
1	/	/												
2	25	5												
3	13	3	26	8	22	6								
4			26	3	35	7								
5			35	9	19	4								
6	32	5	24	9	27	5								
7	24	10	19	6	20	6								
8	37	11												
9	26	8												
10	21	3	16	5	36	4								
11			21	8	27	6								
12			26	5	24	7								
13	26	6	20	4	27	5								
14	31	13	28	6	22	6								
15	29	8												
16	22	6												
17	18	3	22	7	18	6								
18			19	9	29	8	/	/						
19			19	4	35	7								
20	27	7	21	6	24	5								
21	24	5	23	7	19	3								
22	29	9												
23	/	/												
24	/	/	24	5	24	7								
25			31	8	30	9								
26			33	5	37	5			/	/				
27	37	10	27	7	18	3								
28	34	9	25	5	27	7								
29	33	5												
30	29	4												
31	21	7			28	8								
2025	538	138	485	126	548	16								
2024	523	135	493	142	496	130	487	135	406	183	510	151	2915	876
2023	494	164	468	163	536	156	361	169	582	238	485	120	2926	1010
2022			416	81	423	118	324	85	400	129	392	112	2389	487
2021									478	149	608	98		

# 2025 Forms filed

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
21-22 Veterans Service Org. as Representative		3	1	1										
21-0966 Intent to File a Claim		1												
21-526ez Application for Disability Compensation		4	4	3										
21-8940 Application for Individual Unemployability														
21-686C Application Request to Add/ Remove Dependents		1	1											
20-0996 Review Request: Higher Level Review				1										
20-0995 Review Request: Supplemental Claim		1	1											
21-4138 Statement in Support of Claim			2											
10-10d Application for CHAMPVA		1	1											
10-10ez Application for VA Health Care		1	4	2										
10-10ezr Health Benefits Update Form														
21p-534ez DIC & Survivors Pension		3												
21p-530 Burial Benefits Application		1	2											
27-2008 Burial Flag Application		6	1	2										
40-1330 Application for Bronze Marker		4	3	4										
STATE														
2500-123 State Park Pass														
3010 Drivers License Identifier			1	2										
4000 Application for a Wisconsin Veterans Home				1										
2096 CVSO Tax Abatement Verification Form		1	1											
2097 Certification for Property Tax Credit		1	1											
57 VSO Grant Packet														
other		18	17	14										
2025 TOTALS PER MONTH		46	40	30										
2024 TOTALS PER MONTH		27	37	39	32	40	41	31	38	30	18	37	35	405
2023 TOTALS PER MONTH		62	45	36	27	40	31	37	35	23	36	41	39	419
2022 TOTALS PER MONTH		40	35	29	22	25	27	26	38	36	56	34	36	404
2021 TOTALS PER MONTH					35	46	48	52	33	46	50	41	48	

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Discussion and Possible Action - Finalizing Appeal Process for Services Delays

<b>Department</b>	Treasurer	<b>Presented By:</b>	Attorney Michael Windle, Corp. Counsel
<b>Date of Meeting:</b>	4/12/2025	<b>Action Needed:</b>	Discussion and Possible Action
<b>Disclosure:</b>		<b>Authority:</b>	74.69, 74.11(7), 74.11(11)
<b>Date submitted:</b>	4/4/2025	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>		<b>Resolution</b>	

**Recommendation and/or action language:**

Define the process for tax appeal for service delays request to be sent to the county board.

Delegate an authority that determines whether the tax appeal for service delays request meets the requirements to sent to the county board.

Set clear guidelines of what tax payment appeal requests should be sent to the county board.

Define what types of documentation are required to accompany the tax appeal for service delays request.

**Background:**

Under Wisconsin Statutes, section 74.69 (3), states that a taxpayer may file a written request to county treasurer requesting that the county board find that the late payment was timely as defined by 74.69(1) for the sole reason it was not timely was a delay or administrative error on the part of the U.S. Postal Service.

Richland County does not have a process for how to proceed with a tax payment appeal request once it is received by the County Treasurer. The county board has not defined who has the authority to make the determination of whether a request meets the requirements under 74.69(3) to be sent to the county board. It is not defined what steps and documentation are required in order to meet the requirements under section 74.69(3) for an appeal to be sent to county board.

**Attachments and References:**

Exhibit A

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

\_\_\_\_\_ *Ashley Mott*

\_\_\_\_\_

Department Head

Interim Administrator, Derek Kalish

## Exhibit A

### **74.69 Timely payment.**

- (1) General rule. If payment is required by this chapter to be made by a taxpayer on or before a certain date, the payment is timely if it is mailed in a properly addressed envelope, postmarked before midnight of the prescribed due date for making the payment, with postage prepaid, and is received by the proper official, regardless of when it is received.
- (2) Postal service delay. A payment which fails to satisfy the requirements of sub. (1) solely because of a delay or administrative error of the U.S. postal service shall be considered to be timely.
- (3) County determination of postal service delay or error.
  - (a) In this subsection, “late payment” means a payment required under s. [74.11](#) or [74.12](#) which is not timely made under sub. [\(1\)](#).
  - (b) Any person required to pay interest or a penalty because of a late payment may, within 10 days of payment of interest or a penalty, but not later than December 1 of the year that the general property tax, special tax, special charge or special assessment was due, file a written request with the county treasurer requesting that the county board find that the late payment was timely under sub. [\(1\)](#) because the sole reason it was not timely was a delay or administrative error on the part of the U.S. postal service. The county board shall act on the request within 30 days after receipt of the request by the treasurer.
  - (c) The county board shall find that a late payment was timely under sub. [\(1\)](#) if it determines that the sole reason the payment was not timely was a delay or administrative error by the U.S. postal service. If it so finds, the county board shall direct that any interest or penalty paid because of the late payment be reimbursed to the taxpayer by the taxation district or county which collected the interest or penalty. A taxation district treasurer or county treasurer shall comply with a directive issued under this paragraph within 10 days.
  - (d) The county board may delegate the authority to make a determination under this subsection to any committee of the county board or committee or official of the county.
  - (e) This subsection does not affect the authority of a taxation district treasurer or county treasurer to consider payment timely under sub. (1) if the treasurer concludes that the payment fails to satisfy the requirements of sub. (1) solely due to a delay or administrative error by the U.S. postal service.

### **74.11(7) Delinquent first installment.**

- (a) If the first installment of taxes on real property or improvements on leased land is not received by the proper official on or before 5 working days after the due date of January 31, the entire amount of the taxes remaining unpaid is delinquent as of February 1.
- (b) For purposes of par. (a), if January 31 is a Saturday or Sunday, the period of 5 working days under par. (a) ends on the close of business on the first Friday in February.

Exhibit A

**74.11(11) Payment of delinquent payments, interest and penalty.**

- (a) All real property taxes, special charges and special taxes that become delinquent shall be paid, together with interest and penalties charged from the preceding February 1, to the county treasurer. All special assessments that become delinquent shall be paid, together with interest and penalties charged from the day after the due date of the first installment or of the lump-sum payment.
- (b) All personal property taxes that become delinquent shall be paid, together with interest and penalties charged from the preceding February 1, to the taxation district treasurer.





Public Administration Associates, LLC

April 1, 2025

Derek Kalish  
Interim County Administrator

Re: PAA proposal to assist in Finance Director recruitment

Dear Derek;

Thanks for reaching out to us regarding the above-stated matter. As we understand it, the County has been attempting to recruit a Finance Director for some time without success. We don't have to tell you that these are difficult positions to fill.

Please accept this letter as our formal proposal to assist you in this recruitment process.

**Scope of work.** PAA proposes to do the following:

1. Prepare a position announcement and position profile (brochure) for the recruitment based on the salary range and position description that you provide us.
2. Place ads and promote the position.
3. Receive resumes and rate applicants.

At the end of the application period, we would provide you with a report containing all of the application material as well as our recommendation as to whom we would suggest you interview.

**Fee.** PAA will perform the above-stated work for \$4,800. We would bill you for the full amount at the start of the project. This sum includes a \$2,500 budget to promote the position and cover advertising costs. Unlike the recent County Administrator recruitment process we conducted for Richland County, we cannot guarantee that this process will yield a successful outcome. Subsequent searches would require a new contract with PAA.

**Options.** We would perform the following additional work for the fees quoted below:

Short Zoom interviews with qualified candidates	\$150 per candidate interviewed
Reference checks on qualified candidates	\$450 per candidate
Emotional intelligence assessment	\$500 per candidate

**Consultants**

We anticipate that both Jon Hochkammer and Dave Bretl will be engaged in this project.

We would be able to start work on this project as soon as the County approves an agreement with PAA. We would recommend that the recruitment period be open for thirty days. We can provide you with our report and Zoom interviews (if requested by the County) within ten days after that.

Thanks for the opportunity to submit this proposal. We have a simple professional services agreement. If you are interested in proceeding, I will prepare a draft for your review. We will hold our pricing for 60 days.

Sincerely,

A handwritten signature in black ink, appearing to read "David Bretl".

David Bretl  
CEO



**Richland County Committee**

**Agenda Item Cover**

**Agenda Item Name: Contract with Ayres Associates, Inc for Geospatial Services**

<b>Department</b>	Land Information Council	<b>Presented By:</b>	Cathy Cooper
<b>Date of Meeting:</b>	03/03/2025	<b>Action Needed:</b>	Approve Contract
<b>Disclosure:</b>		<b>Authority:</b>	County Board Procurement
<b>Date submitted:</b>	02/24/2025	<b>Referred by:</b>	Natural Resources Committee
<b>Action needed by no later than (date)</b>		<b>Resolution</b>	

**Recommendation and/or action language:**

**Background:**

In 2021, a LiDAR (Light Detection and Ranging) project was under taken. LiDAR measures vertical distances on the earth. To make the LiDAR data more useful, Richland County is working with Ayres to enhance the data. These enhancements will allow many of the county departments to know what the topography of the site before they go out or before they start a project. Ayres has been vetted by the Wisconsin Regional Orthoimagery Consortium (WROC) to complete this work. This project will be paid from the 2024 and 2025 Land Records grants and the retained fees in Fund 48. No tax levy dollars will be used

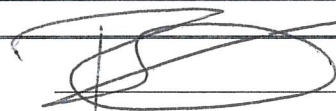
**Attachments and References:**

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

\_\_\_\_\_  
*Cathy Cooper*  
 Department Head

\_\_\_\_\_  
  
 Administrator

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name: Contract with Ayres Associates, Inc for Geospatial Services**

<b>Department</b>	Land Information Council	<b>Presented By:</b>	Cathy Cooper
<b>Date of Meeting:</b>	03/03/2025	<b>Action Needed:</b>	Approve Contract
<b>Disclosure:</b>		<b>Authority:</b>	County Board Procurement
<b>Date submitted:</b>	02/24/2025	<b>Referred by:</b>	Natural Resources Committee
<b>Action needed by no later than (date)</b>		<b>Resolution</b>	

**Recommendation and/or action language:**

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In 2021, a LiDAR (Light Detection and Ranging) project was under taken. LiDAR measures vertical distances on the earth. To make the LiDAR data more useful, Richland County is working with Ayres to enhance the data. These enhancements will allow many of the county departments to know what the topography of the site before they go out or before they start a project. Ayres has been vetted by the Wisconsin Regional Orthoimagery Consortium (WROC) to complete this work. This project will be paid from the 2024 and 2025 Land Records grants and the retained fees in Fund 48. No tax levy dollars will be used

**Attachments and References:**

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

*Cathy Cooper* 

Department Head
 
 Administrator



# AGREEMENT FOR PROFESSIONAL SERVICES

FOR

## GEOSPATIAL SERVICES

THIS AGREEMENT is made by and between Richland County, Wisconsin, (OWNER) and Ayres Associates Inc, 5201 East Terrace Drive, Suite 200, Madison, Wisconsin, 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide geospatial services within the project areas delineated in Attachment A.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

### ARTICLE 1 – SCOPE OF SERVICES

#### 1.1 BASIC SERVICES

After written authorization to proceed, CONSULTANT shall:

1.1.1 Perform topographic mapping services and deliver enhancements and derivative datasets using the lidar base data collected by USGS (referred to as 'original data' in this agreement) in spring 2021.

CONSULTANT is not responsible for the vertical accuracy, point cloud classification accuracy, or completeness of the original data. CONSULTANT will not collect new lidar data or perform additional ground control to assess or improve accuracy of the original data. See Attachment A for a map of the project area. Services include:

- 1.1.1.1 Reference all lidar deliverables to Wisconsin County Reference System (WISCRS) – Richland County; North American Datum 1983 (2011); vertically geo-referenced to the North American Vertical Datum 1988 (Geoid 18), with vertical and horizontal units in US Survey Feet.
- 1.1.1.2 Compile hydro-flattened breaklines for ponded water that is one acre or greater and double lined streams with a minimum width of eight feet. The streams will break at road crossings (culvert locations). The hydrographic features will be flattened as per the criteria outlined in "National Geospatial Program Lidar Base Specification 2020 rev. A" (the road fills will not be removed from the DEM, streams will not break at bridges, and when the identification of a feature as a bridge or culvert cannot be made reliably, the feature will be regarded as a culvert). The hydro breaklines will be delivered in ESRI polylineZ feature class.
- 1.1.1.3 Prepare project-wide 1-foot contours from the original data and the breaklines.
  - a) Create contours from largest blocks of bare earth points that is achievable within the limitations of the lidar processing software.
  - b) Add index depression and intermediate depression contour types to the contour attributes.
  - c) Run topology tests for contour type and contour location across the entire contour dataset.

- 1.1.1.4 Add building and high vegetation classifications to the original data.
  - a) Use automated routines to classify vegetation points that exist 10 feet or greater above the ground. The high vegetation points will be placed in Class 5 of the classified point cloud.
  - b) Use automated routines to classify building points that exist 10 feet or greater above the ground. The building points will be placed in Class 6 of the classified point cloud.
- 1.1.1.5 Generate a bare earth Digital Elevation Model (DEM) from classified bare earth points (Class 2) and improved breaklines. Water bodies and streams will be hydro-flattened within the DEM. The cell size will be 2.0 feet. The delivery format will be tiles, 32-bit floating grid.
- 1.1.1.6 Generate a Digital Surface Model (DSM)
  - a) Use first return Lidar points to create a countywide DSM.
  - b) Delivery format will be tiles, 32-bit floating grid.
- 1.1.1.7 Generate bare-earth point datasets from calibrated point cloud.
  - a) Export bare earth points to .txt or .las file format.
- 1.1.1.8 Prepare Lidar intensity images using first return values within the original data. The intensity images will be delivered as 8-bit, 256 color gray scale, GeoTIFF format images.
- 1.1.1.9 Extract Culverts
  - a) Locate culverts throughout the project area using leaf-off orthoimagery and lidar.
  - b) Collect culvert locations and lowest point elevations using classified point cloud.
  - c) Create culvert breaklines that extend through each culvert.
  - d) Export shapefile with 3D polyline culvert features.
- 1.1.1.10 Generate hydro-enforced DEM
  - a) Use culvert breaklines with one-meter buffer to classify lidar points as breakline proximity.
  - b) Hydro-enforce the DEM using the culvert breaklines and re-classified points in proximity to the culvert.
  - c) Produce countywide DEM that represents cuts in the surface model where culverts exist.
- 1.1.1.11 Generate a closed depression dataset
  - a) Use automated hydrologic routines to model maximum capacity of low areas
  - b) Generate automated potential closed depression raster layer for areas greater than 0.1 acre
  - c) Minimal manual editing will be performed to depression layer
  - d) Generate polygon boundary for individual surface depressions
- 1.1.1.12 Generate flow accumulation and catchment datasets from lidar
  - a) Use automated hydrologic routines to model flow paths and catchments outside of hydrologic breaklines.
  - b) Generate automated accumulated flow paths with acreage attributes for contribution areas greater than 0.1 acres.

- c) Generate automated catchments based on watershed intervals of 6 acres, 20 acres, and 40 acres.
- d) Perform minimal manual editing to flow accumulation and catchment layers.

1.1.1.13 Generate a percent slope raster

- a) Use automated routines to model slope ranges
- b) Classify ranges of 6%-12%, 12%-20%, and areas with greater than 20% slopes
- c) Minimal manual editing will be performed to slope dataset
- d) Deliver data in a raster format

1.1.1.14 Tile the lidar deliverable products to a tile index across the project area. A tile schematic will be delivered in geodatabase format.

1.1.1.15 Prepare lidar deliverable products to full extent of the project area.

1.1.1.16 Deliver the final products on external USB hard drive.

1.1.1.17 Lidar Project Deliverables include:

- a) Hydro flattening breaklines, polylineZ, geodatabase format.
- b) 1-ft contours, geodatabase format with single feature class.
- c) Classified Point Cloud, LAS v1.4 format.
- d) Bare Earth DEM, GeoTIFF format.
- e) First return DSM, GeoTIFF format.
- f) Bare earth point dataset, .txt or .las format.
- g) Intensity Imagery, GeoTIFF format
- h) Culvert dataset, .shp format
- i) Hydro-enforced DEM, GeoTIFF format
- j) Depression Mapping, .shp format
- k) Flow Accumulation, .shp format
- l) Percent Slope Raster, GeoTIFF format

1.1.2 Create a customized web application to optimize, host, and store Lidar and aerial imagery derived layers in ArcGIS Online®. CONSULTANT will provide OWNER with a web link to the application, referred to as Ayres Lidar Online. The application will run in current versions of common web browsers.

1.1.2.1 Optimize spring 2020 aerial imagery and spring 2021 lidar datasets into formats compatible in ArcGIS Online. CONSULTANT will create the following layers from existing Lidar and imagery:

- a) Slope shade bare earth surface model
- b) Hillshade bare earth surface model
- c) Colorized high vegetation point cloud

1.1.2.2 Store and host data layers and the web application using the CONSULTANT's ArcGIS Online account. CONSULTANT is not responsible for changes to current ArcGIS Online functionality or tools.

1.1.2.3 Create and host the following layers in the web application:

- a) Slope shade bare earth layer
- b) Hillshade bare earth layer
- c) Elevation surface layer from lidar DEM



- d) Ground lidar point cloud layer
- e) High vegetation lidar point cloud colorized with spring 2020 imagery
- f) Building lidar point cloud layer (includes bridge decks)
- g) 1-foot topographic contour layer
- h) Culvert lines
- i) Spring 2020 orthoimagery layer
- j) Tax parcels (provided by OWNER)
- k) Hydro-breaklines
- l) Depression layer
- m) Flow accumulation layer
- n) Catchment layer
- o) Percent slope layer

1.1.2.4 The following additional publicly available layers will be included in the web application:

- a) Base map streets layer
- b) County boundaries
- c) Municipal boundaries

1.1.3 Provide on-site lidar training services after delivery of project data.

1.1.3.1 Send staff to OWNER's office location for one day of training.

1.1.3.2 Train attendees on use of OWNER's lidar deliverables using commercially available software packages

1.1.4 CONSULTANT may render to the OWNER advice, consultation, and expertise with respect to the development, use, and technical application of the deliverables provided under this project.

## **ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES**

### **2.1 Services Requiring Changes in the Scope of Services**

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT'S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.

2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.

2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.

2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.5 Additional services in connection with the Project, including services, which are to be

furnished by OWNER and services not otherwise, provided for in this Agreement.

### **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Place at CONSULTANT's disposal all reasonably available pertinent information, upon which the CONSULTANT can rely. This includes, but is not limited to, project boundaries in georeferenced vector format, original lidar data, original lidar project reports and metadata, and original lidar ground control information.
- 3.2 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

### **ARTICLE 4 - PERIODS OF SERVICE**

- 4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If completion dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.
- 4.2 The services called for in Article 1 will be completed and submitted according to the following schedule:
  - a) Countywide lidar enhancements and derivatives: delivered eight months after execution of this Agreement.
  - b) The OWNER has 30 days after delivery of the countywide enhancements and derivatives to review the data and provide the CONSULTANT with written comments. If needed, the CONSULTANT shall make final delivery within 30 days of OWNER's review.
- 4.3 The expiration date of this Agreement is December 31, 2030.
- 4.4 CONSULTANT's services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.
- 4.5 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, as memorialized in a written change order executed by the Parties, the time of performance of CONSULTANT's services shall be adjusted equitably.
- 4.6 If CONSULTANT's services for the Project are delayed or suspended in whole or in part

by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be reimbursed for all charges and services rendered through the date of suspension, however such reimbursement shall not exceed the amount set forth in 5.1.1 and shall take into the consideration the costs and compensation to complete the Project.

## **ARTICLE 5 - PAYMENTS**

### **5.1 Compensation for Services**

5.1.1 OWNER shall compensate CONSULTANT for services provided on a lump sum basis.

5.1.1.1 Total fees for lidar enhancements, derivatives, and training: \$115,450.00.

### **5.2 Times of Payments**

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

### **5.3 Other Provisions Concerning Payments**

5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within sixty days after receipt of Consultant's invoice, the amounts due CONSULTANT will be subject to equitable adjustment but in no event shall it be increased by more than a rate of 1-1/2% per month (18% A.P.R.) from said sixtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses. If for some reason there is a dispute concerning an invoice and the dispute extends beyond one month, the owner will not be assessed a 1.5% penalty to that invoice.

5.3.2 In the event of termination by OWNER for reasons other than CONSULTANT'S breach of this agreement, CONSULTANT will be reimbursed for all charges and services rendered, however, in no event shall such reimbursement exceed the compensation set forth in 5.1.1.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

5.3.4 Factors determining compensation payable to CONSULTANT will be adjusted periodically and equitably to reflect changes in various elements that comprise such factors. Any changes must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

## **ARTICLE 6 - GENERAL CONSIDERATIONS**

### **6.1 Reuse of Documents**

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the OWNER'S sole risk.

## **6.2 Controlling Law**

This Agreement is to be governed by the law of the State of Wisconsin.

## **6.3 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

## **6.4 Indemnification**

The CONSULTANT hereby agrees to indemnify the OWNER for all claims arising solely from negligent acts, errors or omissions of the CONSULTANT in the performance of professional services under this agreement.

## **6.5 Data ownership Assignment**

The CONSULTANT assigns ownership of the data to the OWNER and its project participants for all deliverable products produced under this contract. The CONSULTANT agrees that the deliverable products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

## **ARTICLE 7 - EXHIBITS AND SCHEDULES**

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Project Area Map of Richland County (consists of 1 page).

7.2 This Agreement (consisting of pages 1 to 9, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Richland County, WI  
OWNER

Ayres Associates Inc  
CONSULTANT

(Signature)

(Typed Name)

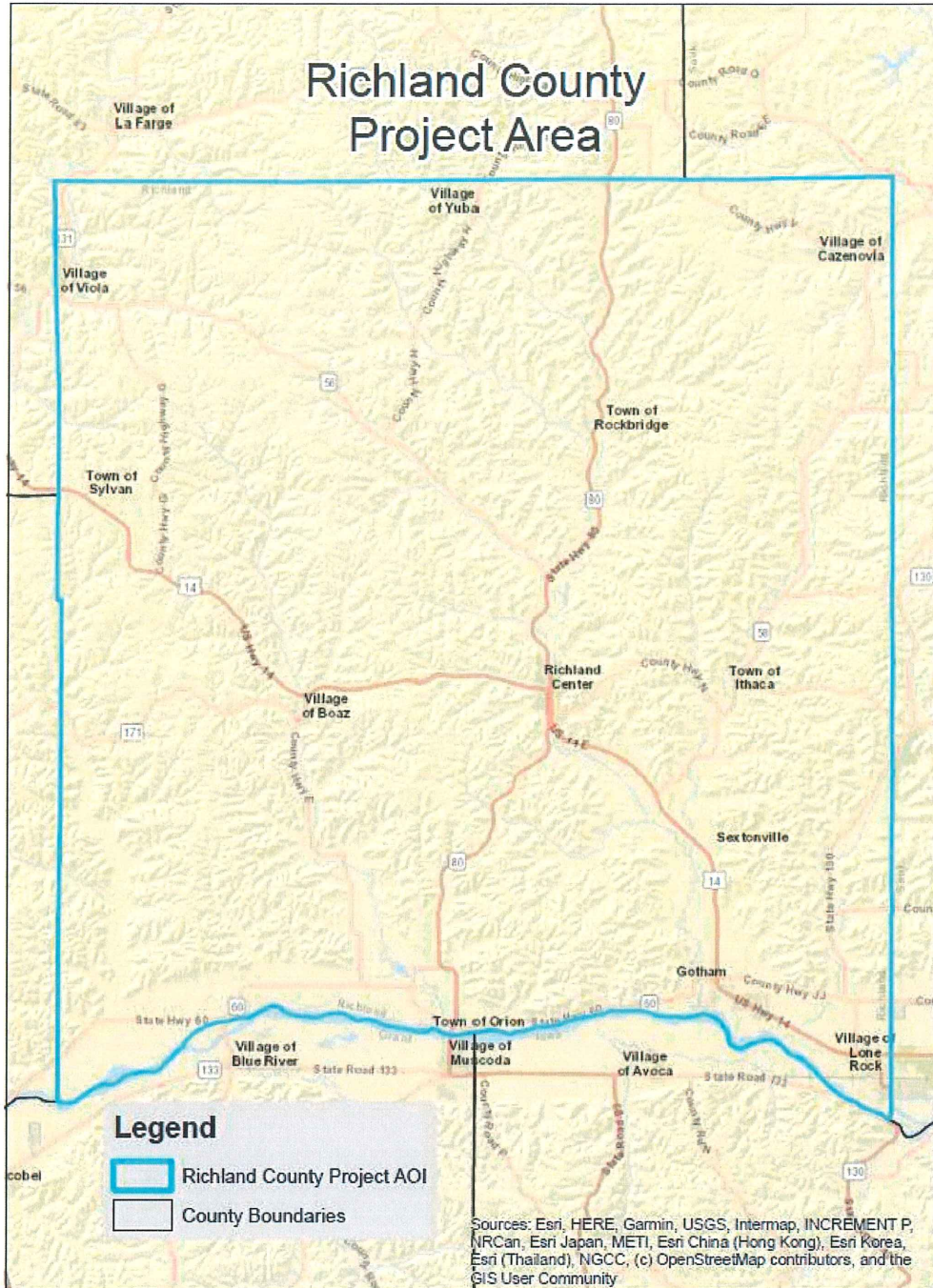
(Title)

(Date)

Zachary J. Nienow

Manager – Aerial Mapping

# Attachment A Map of Project Area





**RESOLUTION NO. 25 - xx**

Resolution Recognizing The Retirement Of An Employee Of The Management Information Systems Department.

WHEREAS, Barbara Scott was hired on July 27, 1998 and has held numerous positions in various Richland County departments since then, and

WHEREAS the Richland County Board wants to express its sincere appreciation to Barbara Scott for over 26 years of dedicated service to Richland County, and

NOW THEREFORE BE IT RESOLVED, by the Richland County Board of Supervisors that the County Board hereby expresses its sincere appreciation to Barbara Scott for 26 years of dedicated service to Richland County, and

BE IT FURTHER RESOLVED that the County Board wishes Barbara Scott a long and happy retirement, and

BE IT FURTHER RESOLVED, that the County Clerk shall send a copy of this Resolution to Barbara Scott at her residence.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(08 APRIL 2025)

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

STEVE CARROW  
STEVE WILLIAMSON  
GARY MANNING  
MARK GILL  
INGRID GLASBRENNER  
DAVID TURK  
BOB FRANK  
MARC COUEY  
CRAIG WOODHOUSE

DATED: APRIL 15, 2025