

**ORDINANCE NO. 02-03**

**AN ORDINANCE RELATING TO THE ADOPTION OF GIS MAPPING  
STANDARDS FOR MADISON COUNTY, KENTUCKY, AMENDING  
ORDINANCE NUMBER 00-35**

**WHEREAS**, Madison County, Kentucky is in need of standardized engineering plats, in digital format, as it relates to GIS Mapping of Madison County, Kentucky

**WHEREAS**, this would include Minor Plats, Major Plats, and Subdivisions in Madison County, Kentucky

**NOW, THEREFORE BE IT ORDAINED AND ENACTED**, by Madison County Fiscal Court that:

**SECTION 1: Adoption of the GIS MAPPING STANDARDS/DIGITAL FORMAT**

That minor, major and subdivision final record plats and record drawings be submitted to the Madison County Planning and Development Office in digital format by surveyor/registered civil engineer in accordance with the details outlined in the following document:

*Shaping Our Community*



PLANNING AND DEVELOPMENT

MADISON COUNTY GOVERNMENT

321 North Madison Avenue

Richmond, Kentucky 40475

859-624-4780

**Digital Submission Requirements for  
Final Record Plats and Record Drawings**

**December 29, 2001**

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## Introduction

The Madison County Government Department of Planning and Development, hereinafter, Madison County, will require all plans be submitted in digital format beginning February 1, 2002. This requirement is in addition to the existing hardcopy submission requirements. This document will provide the framework to enable the successful production of both the required hardcopy and digital submission from the same digital data without significant modification. Some rudiments of structure are required such as layer designation and line-type, however, there are no database linkage requirements. Additionally, some plan requirements, as stated in the Land Use Regulations, which have not been enforced in the past, will now become vital and enforced.

The Cad Drawing Standards shall be utilized in full compliance by every entity (whether individual, partnership, corporate or otherwise) that performs drawing/design work for projects originating on or after February 01, 2002. Ultimately, this requirement will extend to all record drawings and plats submitted to the Madison County Planning & Development Department.

The purpose of this prerequisite is to allow the Madison County Government's geographic information system (GIS) to be as current as possible. A GIS allows multiple users the ability to share digital data, and link a variety of information to geographic features within electronic maps. For example, property value information can be linked to parcels, construction information can be linked to utilities, and floodplain information can be layered over council districts or census tract information. A GIS also reduces the redundancy in map maintenance.

In order for the GIS to be fully utilized by the Madison County Government and other agencies, it must be as current as possible. An excellent example of this is the Enhanced- 911 system that indicates the addresses of callers requesting emergency assistance. The submitted digital data will be used for computational purposes in reviewing plans, maintaining digital base maps, and used in a document retrieval system. A disclaimer of liability will be placed on all digital files and file copies. **The hardcopy will continue to be the official document.**

## 1. Purpose

The purpose of this document is to outline the minimum content and format required of **all** plans submitted in digital format, to avoid any confusion, returns for corrections, or other delays, before the data submitted is considered 'officially filed'.

## 2. Software Tools

In order to provide for the greatest flexibility, and yet retain the standards that are critical to providing consistent design and drafting, the usage of other software applications developed by Autodesk®, such as Architectural Desktop™ and Land Development Desktop®, are encouraged as possible addition(s) to AutoCAD®, for assisting the designer/technician in the creation of project drawings. It is recognized that although some vendors currently utilize other leading 3<sup>rd</sup>-party add-on applications to AutoCAD®, and a few are using different cad software, it should be noted that as AutoCAD® continues to evolve and dominate the building industry cad software market, the various applications used within the previous software packages known as Softdesk®, and now used within the Architectural Desktop™ and Land Development Desktop® packages, will be increasingly integrated as part of all AutoCAD® packages, and thereby defaulting towards an inevitable cad software standard for all architectural, engineering and construction design.

The Madison County Government standard cad software is currently AutoCAD® 2000/2000 LT. Almost every firm doing project work for the Madison County Government has also standardized on some version, or "flavor", of AutoCAD®. While your firm may use a different cad platform, like MicroStation®, or another software, all project cad files shall be submitted in clean and usable AutoCAD® (.DWG) format, and in authentic representation of the original drawing hardcopy. Any conversion problems into AutoCAD® (.DWG) format are the responsibility of the project firm(s), including any cad drawing files generated or modified by any subcontractors or other third-party firms.

Various applications frequently utilize three-dimensional drawing principles, and as such, three-dimensional files may then also be generated, and used for projects. However, these files must be created with care, so that two-dimensional editing may be done later, as needed, without involving any inordinate difficulties by the receiving authority within the Madison County Government.

### 3. Format Requirements

The project drawing files may be submitted in any release of AutoCAD® drawing (.DWG) format, since AutoCAD® (.DWG) files are generally upward compatible in all respects. The AutoCAD® 2000i and 2002 (.DWG) formats are directly compatible with the release 2000 format, since internally they are all the exact identical release (2000) format. Only the software has been enhanced within 2000i and 2002.

### 4. Data Layering and Submission Requirements

- A. All other data not indicated in the table below, should be transmitted on other layers. Each drawing sheet shall be submitted as a standalone electronic file, and therefore all external reference files (xrefs) must be "bound" into the standalone file prior to submittal. Furthermore, copies of each standalone electronic (.DWG) file, in AutoCAD®, shall be submitted to the Madison County Government upon completion of a project.
- B. Public domain and custom AutoCAD® (.SHX) fonts are permitted in the drawing files only if the latest copies of each of these fonts are provided to the Madison County Government with the submittal of each standalone (.DWG) file.

LAYER	DATA
<b>BN DY</b>	Boundary Lines
<b>BN DY-TXT</b>	Boundary Text
<b>BOC</b>	Back of Curb
<b>CL</b>	Centerline (roadway)
<b>EX-ESMT</b>	Ex. Easements
<b>EX-CONT</b>	Ex. Contour (Inter)
<b>EX-CONT5</b>	Ex. Contour (Index) 5/10
<b>EX-CONT-TXT</b>	Ex. Contour Text or Labels
<b>FLOODPLN</b>	Flood plain
<b>FLOODPLN-TXT</b>	Floodplain Text
<b>LOTLINE</b>	Lot Lines
<b>LOT-TXT</b>	Lot Numbers
<b>MONUMENT</b>	Monument
<b>MON-TXT</b>	Monument Text
<b>NEW-ESMT</b>	New Easements
<b>NEW-ESMT-TXT</b>	New Easement Text
<b>PROP-CONT</b>	Proposed Contour (Inter)
<b>PROP-CONT5</b>	Proposed Contour (Index) 5/10

LAYER	DATA
ROW	Right-of-Way
BL	Building Line (setback)
ADDRESS	Addresses or (site number)
STARTPNT	Starting Point
STRNAME	Street Name
SW	Sidewalk
TITLE	Appropriate Title
MISC	Miscellaneous Data
STREAM	Prop. Stream Relocation
STREAM-TXT	Prop. Stream Text
RETBASIN	Proposed Retention Basin
DETBASIN	Proposed Detention Basin
ST-PIPE	Storm Sewer Pipe
ST-PIPE-TXT	Storm Sewer Pipe Text
ST-MH	Storm Sewer Manhole
ST-MH-TXT	Storm Sewer Manhole Text
ST-HDWL	Storm Sewer Headwall
ST-HDWL-TXT	Storm Sewer Headwall Text
SAN-PIPE	Sanitary Sewer Pipe
SAN-PIPE-TXT	Sanitary Sewer Pipe Text
SAN-MH	Sanitary Sewer Manhole
SAN-MH-TXT	Sanitary Sewer Manhole Text
STREETS	Streets Involved
TREE	Trees/Bushes/Shrubs/Vegetation

**\*\*\*Note: Layer names and submission requirements are subject to change. Changes to the above list will be posted at the Planning & Development Office.**

C. The following definitions will be considered valid data elements and line types for the specific layers:

LAYER	DATA OR FEATURE	DATA ELEMENT
BNDY	Boundary lines	Line
BNDY-TXT	Boundary text, survey calls, etc	Text
BOC	Back of Curb	Line
CL	Centerline (roadway)	Polyline
EX-ESMT	Ex. Easements	Line
EX-CONT	Ex. Contour (Inter)	Polyline
EX-CONT5	Ex. Contour (Index) 5/10	Polyline
EX-CONT-TXT	Ex. Contour Text or Labels	Text
FLOODPLN-TXT	Floodplain Text	Text

LAYER	DATA OR FEATURE	DATA ELEMENT
LOTLINE	Lot Lines	Line
LOT-TXT	Lot Numbers	Text
MONUMENT	Monument	Point
MON-TXT	Monument Text	Text
NEW-ESMT	New Easements	Line
NEW-ESMT-TXT	New Easement Text	Text
PROP-CONT	Proposed Contour (Inter)	Polyline
PROP-CONT5	Proposed Contour (Index) 5/10	Polyline
ROW	Right-of-Way	Line
BL	Building Line (setback)	Line
ADDRESS	Addresses or (site number)	Text
STARTPNT	Starting Point	Point
STRNAME	Street Name	Text
SW	Sidewalk	Line
TITLE	Appropriate Title	Text
MISC	Miscellaneous Data	Line, Text Point, etc.
STREAM	Prop. Stream Relocation	Polyline
STREAM-TXT	Prop. Stream Text	Text
RETBASIN	Proposed Retention Basin	Polyline
DETBASIN	Proposed Detention Basin	Polyline
ST-PIPE	Storm Sewer Pipe	Line
ST-PIPE-TXT	Storm Sewer Pipe Text	Text
ST-MH	Storm Sewer Manhole	Point
ST-MH-TXT	Storm Sewer Manhole Text	Text
ST-HDWL	Storm Sewer Headwall	Line
ST-HDWL-TXT	Storm Sewer Headwall Text	Text
SAN-PIPE	Sanitary Sewer Pipe	Line
SAN-PIPE-TXT	Sanitary Sewer Pipe Text	Text
SAN-MH	Sanitary Sewer Manhole	Point
SAN-MH-TXT	Sanitary Sewer Manhole Text	Text
STREETS	Streets Involved	Line

D. In cases where a linear element between two points applies to more than one feature (i.e., a boundary line and lot line may be coincidental), this data may, at the submitter's discretion, be submitted as one graphical element. If such is the case, the following hierarchy must be utilized to determine the appropriate layer for the graphics data.

1. Boundary
2. Right-of-way

3. Lot line

By utilizing this approach, there is no duplication of data.

E. Text layers will be used to provide attribute data on each structure where text is requested. The following lists information that each layer will require:

LAYER	DATA ELEMENT
BNDY-TXT	Bearings and Distances
EX-CONT-TXT	Existing Contour Text or Labels
FLOODPLN-TXT	Floodplain Information
LOT-TXT	Lot Information/Numbers
MON-TXT	Monument Description and Information
NEW-ESMT-TXT	New Easement Information
STREAM-TXT	Proposed Stream Information
ST-PIPE-TXT	Pipe or culvert size, material, in elevation Out elevation, slope, and length
ST-MH-TXT	Type, rim elevation, diameter, dimensions (x,y,z) for junction boxes, and grate type
ST-HDWL-TXT	Headwall Type and Information
SAN-PIPE-TXT	Pipe or culvert size, material, in elevation, out elevation, slope and length
SAN-MH-TXT	Type, rim elevation, diameter, dimensions (x,y,z) for junction boxes and grate type

F. The digital file for the Final Record Plat and Record Drawings must be submitted along with ten (10) hardcopy prints to:

*Madison County Planning & Development  
321 North Madison Avenue  
Richmond, Kentucky 40475  
Phone: (859) 624-4780  
Fax: (859) 624-4736*

**5. File Naming Convention**

Filenames shall be appropriately assigned based on the alphanumeric plan number assigned by the Planning and Development Office. Filename extension should include: **.DWG**, **.DXF**, **.SHP** or other file type that is compatible with Auto Cad r.14, Arc Info, or Arc View.

**Note:** All firms involved on a particular project shall coordinate naming of the sheets/files as necessary, so as to avoid any possible duplication of these names.

## 6. Media Requirements

A. The following methods of data transfer are considered acceptable for digital submission of Final Record Plats and Record Drawings:

1. DSHD diskettes (1.44MB)
2. Zip Disk
3. CD ROM

**NOTE:** Files requiring more than one diskette may be compressed using methods employed by the Madison County Government (i.e. WinZip). No other files will exist on the media. No additional information will exist in the file aside from data being specifically transmitted to the Madison County Government.

B. All diskettes, Zip disks, and CD-ROMs being submitted to Madison County Government will require a label indicating the following information and will be signed by the licensed Surveyor / Registered Civil Engineer submitting the electronic files. The purpose of the signature is to verify the transmittal of the data, not professional responsibility for the data. It is understood, by the receiving organization, that the digital data does not constitute a professional delivery. It is the responsibility of the receiving organizations to refer to the recorded map for the correct information. Label requirements:

Subdivision:  
Filename:  
Date:  
Company:  
LS / PE:  
Registration Number:  
Format:  
Signature:

**EXAMPLE:**

Subdivision: Blowing Wind Acres Unit 1B  
Filename: 95999P01.DXF  
Date: May 1, 2001  
Company: Street and Associates  
LS / PE: Philip D. Franklin  
Registration Number: L.S. 2005  
Format: \*.DWG  
Signature:

C. Submitted diskettes, Zip disks, and CD-ROMs become the property of the Madison County Government – Department of Planning & Development and will not be returned. Any proprietary information, relative to the submitting firm, shall also remain the property of the Madison County and will not be distributed without the express written approval of proprietor.

**7. Conventional Hardcopy Submittal Requirements**

The following requirements pertain to the hardcopy maps, which are submitted in conjunction with a digital submittal. In order to facilitate the map inspection process and to enable direct correlation between the hardcopy map and the digital submission, the following points should be noted:

- A. Any distance on, or internal to, the boundary of the map must meet National Map Accuracy Standards or scale to within 1/40<sup>th</sup> inch at map scale plus one part per one thousand.

Examples:

Dwg Scale	Distance	Allowable Scaling Error
1" : 40'	10'	1.01'
1" : 40'	800'	1.80'
1" : 100'	200'	2.70'
1" : 100'	1000'	3.50'
1mm : 1000m	61 m	.823 m
1mm : 1000m	100 m	2.51 m

- B. The following convention for monumentation symbology is the preferred and recommended convention. Three control monument symbols will be used: control points represented by a solid triangle, found control monuments represented by a solid circle, and set control monuments represented by a solid square. Monuments will be numbered and the monument description will be called out separately as required.

**8. Data Integrity Requirements**

The following requirements pertain to the mathematical integrity of the geometric data.

- A. The maximum error allowable between theoretically coincident points will be .03 feet (9mm).
- B. The maximum error allowable between points on a line and the line will be .02 feet (6mm).

- C. The difference between distances calculated by the inverse between the coordinates of points in the digital submission and the annotated distance shall not exceed .01 feet (3mm).
- D. The difference in seconds between bearings calculated by the inverse between the coordinates of points in the digital submission and the annotated bearings shall not exceed the maximum of (1031/dist (ft), 1").

Distance (feet)	Allowable Error in Bearing (seconds)
50	21
100	11
200	6
1200	1
5000	1

- E. Boundaries will be transmitted as a closed figure. For example, in .DXF a boundary would be represented as one polyline rather than a series of lines, arcs and curves, in .SIF as a shape or a complex shape.
- F. Curvilinear boundaries (i.e. not lines nor arcs) will be represented by sufficient points to clearly define the boundary. Examples of curvilinear boundaries might include the centerline of a stream, high water mark, contour lines and transition curves on railroads.
- G. Annotation submitted digitally will be identical to annotation submitted on the hardcopy maps. Section 4, *Data Layering and Submission Requirements* defines the prerequisites for submission of annotation.
- H. When displaying coordinates, the whole number for the coordinate will be shown (i.e. no constants will be applied).

**9. Ties to Horizontal Control**

- A. The surveyor or engineer will be required to show those ties made to such control monuments in accordance with Article 6-11c of the Land Subdivision Regulations. Coordinates published by the Madison County Government for these control monuments shall be shown on the hardcopy and the digital file when required by the *Data Layering and Submission Requirements* of this document.
- B. The **boundary** of the Final Record Plat/As-Built shall be tied into the Kentucky State Plane Coordinate System, South Zone, NAD 83 in US survey feet, or latest revision or adjustment used by the Madison County Government in at least two locations. The locations will

preferably be on opposite sides of the subdivision boundary or as mutually agreed upon by the Madison County Government.

- C. The basis of bearings for the plat shall be the Kentucky State Plane Coordinate System, South Zone, NAD 83, in US survey feet, the latest revision or adjustment used by Madison County Government, as established by the use of existing monuments, global positioning system surveys, or by astronomic observations.
- D. If the boundary of the development is a parcel or lot presently tied to the Kentucky State Plane Coordinate System South Zone, NAD 83, in US survey feet, the requirements of section VIII, paragraph B, shall be waived, with the stipulation that the surveyor or engineer be required to show existing monumentation and coordinates of the plat.

#### 10. Review of Digital Data

- A. All digital data will be reviewed under the following criteria:
  - 1. Correct layering
  - 2. Closure of the geometry of the boundary
  - 3. Verification that digital and hardcopy drawings are consistent
  - 4. Correct geographical position (i.e. correct coordinate values for final submissions)
- B. The developer will be given ten (10) working days from the day of notification of errors to correct and resubmit the correct digital file. Failure to resubmit the corrected files will delay signature of approval of the plats or documents by the Planning Commission.

#### 11. EXCEPTIONS

Areas of the County, where due to lack of proper signal or other site specific hindrances that render it impossible to obtain the full data as required herein, shall provide the data at a scale of plus or minus ten (10) feet with a least one control point of reference.

**\*\*\*Note: Layer names and submission requirements are subject to change. Changes to the above list will be posted at the Madison County Planning & Development Office.**

**MADISON COUNTY GOVERNMENT PRODUCT LICENSE AGREEMENT**

WHEREAS, the Madison County Government, Department of Planning & Development having a business address of 321 North Madison Avenue, Richmond, Kentucky 40475, hereinafter also referred to as "licensor", hereby provides geographic information system products and services as specifically defined in the attached Product Description;

WHEREAS, COMPANY NAME having a place of business in CITY, STATE, ZIP and a business address of ADDRESS, hereinafter the "licensee" has an interest in obtaining a license to use Madison County Government Products;

WHEREAS, Licensor is willing to grant to Licensee a non-exclusive license to use Madison County Government Products pursuant to KRS 61, Ordinance No. 37-95, and other express and implied authority of local government, subject to the terms and conditions set forth below;

NOW THEREFORE in accordance with their mutual interest and for good and valuable consideration, the receipt of which is hereby acknowledged, the Licensor and Licensee enter into the following agreement:

**1. Scope of License**

Licensor hereby grants to Licensee a non-exclusive license to use the Madison County Government Products upon the execution of this Agreement by Licensor and Licensee and the delivery of the Madison County Government Products by Licensor to the Licensee. To the extent any such identifiable information is determined to be government records, dissemination will be according to the Kentucky Open Records Act. The non-exclusive license granted by Licensor authorizes the Licensee to make personal or, in the case of an organization, internal use of the licensed Madison County Government Product as follows:

- A. Licensee may analyze, process, and display the licensed Madison County Government Products and may make such derivative products and the results of such analysis or processing available to employees of the Licensee.
- B. If the Madison County Government Products are provided in fixed media form, Licensee shall not make any copies in any media of the Products without prior express written consent of Licensor. In the event such consent is given, Licensee shall take all necessary steps to ensure that the copyright and source notice is affixed to any such copies.
- C. If the Madison County Government Products are provided in digital form, Licensee may make a back up digital copy of the Madison County Government Products, however, this copy is for protection purposes only. Licensee agrees not to use or allow others to use the copy for any purpose other than to replace the original Madison County Government Products if lost or damaged. Licensee may make additional digital copies of the Madison County Government Products only as may be required for general internal use, provided that all copies include the copyright notice affixed to the original Madison County Government Products. Licensee may create print copies of the digital Madison County Government Products for market development purposes provided the Licensee has obtained the express written consent of Licensor to make and distribute copies and provided that the copyright notice is affixed to any such prints. However, Licensee shall not sell any copies made by Licensee for such market development purposes.
- D. Licensee may make the licensed Madison County Government Products available to contractors, consultants, and existing joint ventures that are not employees of Licensee, but only for use by such agent acting on behalf of Licensee that agrees:
  - (i) to be bound by the same limitations on use as apply to Licensee, and
  - (ii) to return to Licensee all Madison County Government Products upon completion of the contracting, consulting or joint venture, or upon termination of this Agreement
- E. Licensee may prepare textual reports and other non-image materials based upon the licensed Madison County Government Products and publish, sell or distribute such materials, but only if such materials do not reproduce in any way the licensed Madison County Government Products without direct written permission from Licensor.
- F. Licensee may not copy or externally distribute licensed Madison County Government Products in any way not expressly authorized by this license. Without limiting the generality of the foregoing, no license is granted to commercially reproduce and/or distribute any Madison County Government Products or products derived therefrom unless specifically provided in an addendum hereto. Licensee acknowledges that the Madison County Government Products, in whole or in part, are subject to copyright protection, and agrees to affix notice of copyright to any copies of the Madison County Government Products. A copyright and source acknowledgment notice is considered to be a material term of this agreement and all agreements entered into by Licensee with any third party (if approved by Madison County Government). It is the obligation of the Licensee to strictly adhere to this notice provisions and to ensure that any approved third party be given notice of and agree to abide by the terms of this Section.
- G. Licensee may not, without the prior written consent of Madison County Government, transfer its rights or delegate its duties under any License Agreement provision to any other person or organization.

**2. License Fees**

The fee for any license granted in accordance with this Agreement will be determined on the basis of the attached addendum entitled "Fee Schedule". Payment terms will be in accordance with those specified in the Fee Schedule.

**3. Delivery**

Licensee will be charged for shipping and delivery of all media containing Madison County Government Products. Licensor shall bear liability for all risk of loss or damage to the media containing Madison County Government Products suffered before acceptance by Licensee. If Licensee has not returned the Madison County Government Products to Licensor within three months of receipt, or other time period specified in this Agreement, Licensee shall bear liability for all risk of loss or damage to the Madison County Government Products.

**4. Limited Warranty and Limitation of Liability**

- A. Licensor will use its best efforts to ensure that any Madison County Government Products provided to Licensee conform to the Madison County Government Products requested and that the medium in which the Madison County Government Products are delivered is free of physical defect. If any data or media do not meet the foregoing standards, Licensee's sole and exclusive remedy will be to return such Madison County Government Products or media to Licensor within ninety (90) days of Licensee's receipt thereof. If Licensee returns Madison County Government Products or media within such period and if Licensor and the Licensee reasonably agree that such data or media, at the time they were delivered to Licensee, failed to meet such standards, Licensor will, at its discretion, either:
  - (i) retain Madison County Government Products or media and refund the applicable licensee fee paid with respect to them, or
  - (ii) replace or repair the Madison County Government Products and return them to Licensee.
  - (iii) renegotiate the delivery, price, coverage, etc. to the satisfaction of both parties
- B. EXCEPT AS PROVIDED IN THE PRECEDING PARAGRAPH, ANY MADISON COUNTY GOVERNMENT PRODUCTS LICENSED PURSUANT TO THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Even if Licensor is advised of a particular application or purpose, Licensor's liability with respect to any such Products will be limited to a refund or the license fee paid for such products. In no event will Licensor be liable to Licensee for any special or consequential damages, including lost profits resulting from any defect in any Madison County Government Products or any delay in delivery.

**5. Lawful Use**

Licensee represents and warrants that it will not use any Madison County Government Products licensed pursuant to this Agreement or any addendum hereto in any way that is unlawful or in breach of the legal rights of any third party. Licensee further agrees to indemnify, defend and hold harmless Licensor against any claim arising from the unlawful use or breach of the legal rights of any third party.

**6. Non exclusivity**

No license governed by the terms and conditions of this Agreement will be an exclusive license, and Licensor may grant to other licensees non-exclusive licenses for any or all of the Madison County Government Products licensed pursuant hereto, exclusive or non-exclusive licenses for the commercial reproduction and distribution of such Madison County Government Products. No such exclusive license, however, will diminish the rights of Licensee under this Agreement.

**7. General**

- A. This Agreement supersedes all previous oral or written agreements or representations concerning the subject matter of this Agreement.
- B. Either party may terminate this Agreement by providing written notice thirty (30) days in advance to the other party. In the event of termination of this Agreement for any reason, Licensee may retain Madison County Government Products, but the provisions of paragraph 5 above will survive and Licensee agrees to be bound by its provisions following such termination.
- C. All changes to this Agreement shall be in writing and shall have no force and effect unless agreed to in writing by Licensee and Licensor.
- D. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired.
- E. This Agreement will be governed by the laws of the Commonwealth of Kentucky, and further, subject to the regulations and policies established by Madison County Government.
- F. The Licensee hereby submits to the jurisdiction of any competent state or federal court in Kentucky with respect to any dispute or claim relating to this Agreement.
- G. No provision of this Agreement is in conflict with any other agreement to which Licensor is a party and there is nothing to prevent or restrict in any manner Licensor from granting the rights, title, and other interests granted by Licensor under this Agreement.

IN WITNESS HERETO, the Licensee have affixed their respective signatures.

LICENSEE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**PRODUCT DESCRIPTION:** The following Madison County Government electronic products and services are licensed or provided under this Agreement between Madison County Government and COMPANY NAME, dated January 24, 2002.

The following services, data layers and geographic coverage's within LOCATION OF PROPERTY are hereby licensed to Licensee subject to the terms of this Agreement.

- A. Impervious Area
- B. Waterways
- C. Timber
- D. Slight
- E. Parcel Lines

Reproduction of Madison County Government Products, creation of derivative works, and dissemination activities (including a definition of "internal use" limitations) expressly authorized by this License include:

- a) Electronic backup copies for archival purposes.

**ATTACHMENT B**

**FEE SCHEDULE:** The following fee schedule and payment terms shall apply to delivery and use of Madison County Government Products licensed or provided pursuant to this Agreement between Madison County Government and COMPANY NAME, dated January 24, 2002.

I.	Impervious Area	19 Features @ .20/Feature	3.80
II.	Waterways	116 Acres @ .05/Acre	5.80
III.	Timber	116 Acres @ .05/Acre	5.80
IV.	Parcel Lines	1 Parcel @ .50/parcel	.50
V.	GIS Specialist Time	1hr @ \$25.00	<u>25.00</u>
		Total:	\$40.90

As a subcontractor engaged on the Indian Hills watershed project for the Madison County Government, fees associated with the requested data have been waived.

EFFECTIVE DATE

This Ordinance No. 02-03 shall become effective on the date of the second reading and adoption.

DATE OF FIRST READING: Jan 22, 2002

MOTION BY: Larry Combs

SECONDED BY: Forniss Park

VOTE: YES NO

JUDGE, KENT CLARK  
MAGISTRATE LARRY COMBS  
MAGISTRATE FORNISS PARKS  
MAGISTRATE WILLIAM TUDOR  
MAGISTRATE BILLY RAY HUGHES

✓  
✓  
✓  
✓  
✓

DATE OF SECOND READING: Feb 12, 2002

MOTION BY: Larry Combs

SECONDED BY: William Tudor

VOTE: YES NO

JUDGE, KENT CLARK  
MAGISTRATE LARRY COMBS  
MAGISTRATE FORNISS PARKS  
MAGISTRATE WILLIAM TUDOR  
MAGISTRATE BILLY RAY HUGHES

✓  
absent  
✓  
✓

Kent Clark  
MADISON COUNTY JUDGE EXECUTIVE

Attest:  
Mary Jane Winter  
MADISON COUNTY CLERK

**ORDINANCE NO. 02-03**

**AN ORDINANCE RELATING TO THE ADOPTION OF GIS MAPPING  
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**WHEREAS**, this would include Minor Plats, Major Plats, and Subdivisions in Madison County, Kentucky

**NOW, THEREFORE BE IT ORDAINED AND ENACTED**, by Madison County Fiscal Court that:

**SECTION 1: Adoption of the GIS MAPPING STANDARDS/DIGITAL FORMAT**

That minor, major and subdivision final record plats and record drawings be submitted to the Madison County Planning and Development Office in digital format by surveyor/registered civil engineer in accordance with the details outlined in the following document: