

**RESOLUTION 13-09**

**A RESOLUTION OF INTENT TO FUND PICTOMETRY AERIAL  
DATA AND LIDAR CONTOUR DATA IN THE 2013 – 2014 FISCAL  
BUDGET OF THE CITY OF SPRING HILL**

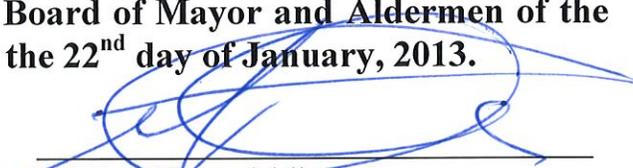
**WHEREAS**, the City of Spring Hill has purchased aerial data from Pictometry International Corp, sole-source provider, in the past; and

**WHEREAS**, the City of Spring Hill intends to purchase aerial and LiDAR contour data from Pictometry International Corp from flights scheduled for this winter during leaf off conditions; and

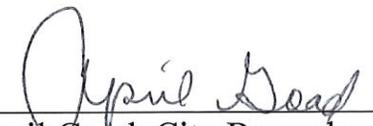
**WHEREAS**, the quoted prices for the Spring Hill portion of aerial data is \$21,638.30 and the LiDAR contour data is \$24,288.84;

**NOW, THEREFORE BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, their intent to support the funding of Pictometry aerial and LiDAR contour data in the 2013 -2014 Fiscal Budget as recommended by the Budget and Finance Advisory Committee.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 22<sup>nd</sup> day of January, 2013.**

  
\_\_\_\_\_  
Michael Dinwiddie, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Timothy P. Underwood, City Attorney



**DEPARTMENT: GIS/IT**

**AUTHOR: John B. Pewitt Sr.**

**DATE: 1-14-13**

**RE: Pictometry / LiDAR Funding Request for 2013 – 2014 Budget.**

**ATTACHMENTS: Pictometry contracts.**

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**OVERVIEW: Maury County is contracting with Pictometry to conduct a fly over of the county to update the aerial data. This is on the current three year rotation for Maury County. Pictometry can also be contracted to conduct a LiDAR flight of the area to provide contours. All current contour data is over 10 years old.**

**HIGHLIGHTS:**

- Williamson County has not scheduled an aerial update, and I can't get any information on their plans. Brentwood and Franklin conducted independent flights and are not going to participate if County conducts a flight. Pictometry has added the Williamson County side of Spring Hill to the flight plan to provide 100% coverage of the city.
- With Pictometry covering the entire city our CIP can be adjusted. We currently spread out funds over two years. We can now roll a smaller amount over the three year spread.
- LiDAR contour data will be utilized by Waste Water Collection, MS4, City Engineer, and the Utility Director when hired.
- Also, Pictometry has moved the payment due to July 1, 2013 for all involved to have in budgets.

**PROJECT/CONTRACT UPDATES:**

- Contracts awaiting approval from the County and the individual Municipalities that participate (Maury County, Columbia, Mt Pleasant, and Spring Hill).

**ACTION ITEMS:**

- Request Resolution of Support to fund the Pictometry and LiDAR flights in the 2013- 2014 budget.
- Once resolution of funding support approved the City will complete the contract with Pictometry.
- Coordinating with Mr. Smith to update CIP. Rolling approximately \$30,000 over three years instead of \$20,000 every other year.
- Work with Mr. Smith on 13-14 budget to fund through General Fund (GIS), MS4, and Sewer budgets.

**CONCERNS/ISSUES/PROBLEMS:**

- Staff was not entering contracts until funding support for project was approved. However, this can be a time sensitive item as flight plans are being developed now for the leaf off conditions.

Respectfully,

A handwritten signature in blue ink, appearing to read "John B. Pewitt Sr.", with a stylized flourish at the end.

John B. Pewitt Sr.

**AGREEMENT BETWEEN  
 PICTOMETRY INTERNATIONAL CORP.  
 AND  
 MAURY COUNTY, TN**

**DESCRIPTION OF PRODUCTS (the "Products"):**

Section A: Licensed Products  
 Section B: Product Terms, Conditions, and Specifications

**TERM OF AGREEMENT (the "Term"):**

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

**FEES AND PAYMENT TERMS (the "License Fees"):**

All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
6 Public Square	100 Town Centre Drive, Suite A
Columbia, TN 38401	Rochester, NY 14623
Attn: Johnny Stephens, GIS Coordinator	Attn: Director, Contract Administration
Phone: Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

**AGREEMENT:**

This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth on Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

**PARTIES:**

"LICENSEE"	"PICTOMETRY"
<b>NAME:</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware Corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>DATE:</b>

**ORIGINAL CONTRACT (HARD COPY) MUST BE RECEIVED BY PICTOMETRY WITHIN 10 DAYS FROM DATE OF SIGNING.**

**SECTION A**

**LICENSED PRODUCTS**

Pictometry International Corp.  
 100 Town Centre Drive, Suite A  
 Rochester, NY 14623

ORDER #
C119092

<b>BILL TO</b>
Maury County, TN
Jim Dooley
6 Public Square
Columbia, TN 38401
(931) 375-4007

<b>SHIP TO</b>
Maury County, TN
Johnny Stephens
6 Public Square
Columbia, TN 38401
jstephens@maurycounty-tn.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>TERM OF CONTRACT</b>	<b>NUMBER OF FLIGHTS</b>
A118119	Eckenrod	2 years	1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	Change Analysis Seat License	Perpetual Seat License of Change Analysis.	\$750.00	\$0.00	\$0.00
				Product Grant	
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
4	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$796.00
173	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.00		\$346.00
684	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$342.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect - 100	Pictometry Connect Account provides a defined number of users the ability to login and access customer's licensed Pictometry-hosted imagery via a web- or server-based integration. The default deployment for this account is through Pictometry Online. Term is one year from the date of activation.	\$3,000.00	\$1,500.00	\$1,500.00
				Early Adopter Credit	
1	Pictometry Connect Desktop - 10	Pictometry Connect Desktop Account provides a defined number of users the ability to login and access customer's licensed Pictometry-hosted imagery via a Pictometry desktop integration. Term is one year from the date of activation.	\$600.00		\$600.00
684	SPECIAL OFFER - IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	SPECIAL OFFER: Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles, 9-inch GSD ortho mosaic tiles and one area-wide 1-meter GSD mosaic (in ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +5/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Refer to attached terms and conditions.	\$60.00	\$54.00	\$36,936.00
				Sharing Grant	
173	SPECIAL OFFER - IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	SPECIAL OFFER: Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD:	\$400.00	\$360.00	\$62,280.00
				Sharing Grant	

		0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Refer to attached terms and conditions.			
173	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$20.00		\$3,460.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$106,260.00
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**PAYMENT TERMS**

Due July 1, 2013 - See Section B for Details \$106,260.00

Total Payments \$106,260.00

**SECTION B**

**PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS**

The following are the terms, conditions, and specifications related to the products offered under the attached License Agreement.

Under this Pictometry License Agreement, the County may share the imagery and software with all County Departments and all City Departments within the county.

Pictometry offers a perpetual license for all imagery and software. Pictometry allows all County and City departments to display all imagery, without tools, on a public facing website.

This License Agreement also includes Pictometry's EAP program which offers up 200 square miles of affected areas (as determined by Pictometry) after certain disasters at no additional charge. If a disaster does not fall under our EAP Program requirements, Licensee is given a greatly discounted price for the disaster imagery they may desire.

**MODIFICATIONS TO LICENSE AGREEMENT**

Where conflicts may exist between the following language and the Standard Terms and Conditions of Section B and/or the License Agreement, this portion of Section B shall supercede and take precedence.

The following Authorized Users shall be invoiced by July 1, 2013;

**City of Columbia: \$39,590.82**

Paul Keltner  
700 North Garden Street  
Columbia Tn 38401  
P: 931-560-1560

**City of Spring Hill: \$21,638.30**

John Pewitt  
199 Town Center Parkway  
Spring Hill, TN 37174  
P: 931-486-2252

**Mount Pleasant Sewer Department: \$6,468.44**

Bobby Nutt  
203 Appletree Street  
Mount Pleasant, TN 38474  
P: 931-379-3240

**Mount Pleasant Gas Department: \$6,468.44**

Bobby Nutt  
203 Appletree Street  
Mount Pleasant, TN 38474  
P: 931-379-3240

**Mount Pleasant Water Department: \$6,468.44**

Bobby Nutt  
203 Appletree Street  
Mount Pleasant, TN 38474  
P: 931-379-3240

**Maury County Government: \$25,625.56**

Jim Dooley  
6 Public Square  
Columbia, TN 38401  
P: 931-375-4007

**PRODUCT PARAMETERS**

**IMAGERY**

<b>Product:</b>	<b>SPECIAL OFFER - IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector</b>
<i>Ortho Tile Projection:</i>	State Plane, NAD83
<i>Ortho Tile Format:</i>	
<i>Units:</i>	Feet
<i>Elevation Source:</i>	USGS

*Leaf:* Less than 30% leaf cover (Off)  
*Special Instructions:* geotiff requested

**Product:** SPECIAL OFFER - IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector  
*Ortho Tile Projection:* State Plane, NAD83  
*Ortho Tile Format:*  
*Units:* Feet  
*Elevation Source:* USGS  
*Leaf:* Less than 30% leaf cover (Off)  
*Special Instructions:* geotiff requested

#### **POL**

**Product:** Pictometry Connect - 100  
*Admin User:* Johnny Stephens  
*Admin User Email:* jstephens@maurycounty-tn.org  
*Maximum Users:* 100  
*County/Image Library:* TNMAUR09-10, TNMAUR12  
*Requested Activation:* TBD  
*Special Instructions:*

## **STANDARD TERMS AND CONDITIONS**

### **LICENSED OBLIQUE AND ORTHOGONAL IMAGERY**

**Imagery:** Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

**EFS Licensed Software:** If Pictometry Electronic Field Study (EFS) is included in Section A, Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7).  
Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution.  
100 Mbps - NIC (network deployments). 250MB available hard disk space.

**Telephone Support:** To the extent indicated, Pictometry shall provide telephone support to Licensee employees who have completed the Advanced User Technical Training and who are individually identified by Licensee to Pictometry.

**License Term:** At the conclusion of the defined License Term on the order form, Pictometry shall automatically grant a Perpetual License to Licensees in good standing for the then current version of the Licensed Products. Maintenance and Support for the Perpetual License may be purchased at Licensee's request.

**Licensee Storage Media:** Licensee will make available on Licensee Server sufficient disk storage space to accommodate the Licensed Products. Licensee will also provide a 100 mb/s network link to the server. On delivery, the Licensed Images and Licensed Software may be copied to the Licensee server via the network connection.

**Delivery Schedule:** The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

### **Digital Imagery Specifications:**

#### **Dimensions and Resolution**

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

### **Sector Tiles**

#### **One-Meter Sector Tiles**

*Footprint:* 5,280 x 5,280 feet (1,609 x 1,609 meters)  
*Pixel Size:* 3.28 feet/pixel (1.0 meters/pixel)  
*Source Imagery:* Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal

*Radiometry:* Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
*File Size (Approx.):* 700 KB (JPG format)

**12 inch Sector Tiles**

*Footprint:* 5,280 x 5,280 feet (1,609 x 1,609 meters)  
*Pixel Size:* 1.0 feet/pixel (0.3048 meters/pixel)  
*Source Imagery:* Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
*Radiometry:* Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
*File Size (Approx.):* 7,000 KB (JPG format)

**6 Inch Quarter Sector Tiles**

*Footprint:* 2,640 x 2,640 feet (805 x 805 meters)  
*Pixel Size:* 0.5 feet/pixel (0.1524 meters/pixel)  
*Source Imagery:* Neighborhood Orthogonal and/or Neighborhood Orthogonal  
*Radiometry:* Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
*File Size (Approx.):* 8,000 KB (JPG format)

**4 Inch Quarter Sector Tiles**

*Footprint:* 2,640 x 2,640 feet (805 x 805 meters)  
*Pixel Size:* 0.333 feet/pixel (0.1016 meters/pixel)  
*Source Imagery:* Neighborhood Orthogonal and/or Neighborhood Orthogonal  
*Radiometry:* Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
*File Size (Approx.):* 19,000 KB (JPG format)

**General Specifications:**

**Orthogonal Images**

**Image Format** Industry-standard image format with proprietary image trailer.

**Image Quality** Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.

**Measurement Accuracy** <0.5% measurement error, excluding user pixel selection error

**Pixel Placement Accuracy** Pictometry provides a visualization system and therefore does not certify image accuracy.

**Sensor Orientation** Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.

**Sensor Positional Accuracy** mean 15cm absolute

**Sensor Directional Accuracy** 0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)

**Ortho-Rectification** The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.

**Image Export** JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.

**Image Tiling** Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

**Oblique Images**

**Image Format** Industry-standard image format with proprietary image trailer.

**Image Quality** Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.

**Measurement Accuracy** <0.75% measurement error, excluding user pixel selection error

**Pixel Placement Accuracy** Pictometry provides a visualization system and therefore does not certify image accuracy.

**Sensor Orientation** Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.

**Sensor Positional Accuracy** mean 15cm absolute

**Sensor Directional Accuracy** 0.015 degrees absolute (roll/pitch)  
0.035 degrees absolute (heading)

**Image Export** JFIF (JPEG), TIFF, BMP  
Pictometry software can be utilized to export the images into any of the above industry-standard formats.

#### Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

**Documentation:** Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

**Training:** End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

#### **EAP**

**Economic Alliance Partnership (EAP):** Licensee shall be eligible for the EAP program for the Term of Contract as defined on Section A to this Agreement. For multi-library contracts (more than one image capture on Section A), EAP terms and conditions shown below will apply for a period of two years from the date of execution of the Agreement. Any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

- A. Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- B. Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
  - **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tornado:** imagery of areas impacted by Tornados with ratings of EF4 and above. Coverage for tornados below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- C. Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

#### **STANDARD ORTHO MOSAIC PRODUCTS**

##### **Pictometry Standard Ortho Mosaic Products:**

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces, disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

##### **Custom Ortho-Mosaics:**

It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

## PICTOMETRY ONLINE (POL)

I. Web Hosting Services and Contract Terms. The following Web Hosting features are available to you from Pictometry International Corp. ("Pictometry"): Pictometry Online™ ("POL") is an advanced, web enabled oblique browser with viewing, measuring and planning capabilities.

### Contract Terms:

1. Pictometry Web Services customers ("Licensee") must commit to a minimum one (1) year contract. Each participating organization (Licensee) can increase the number of users and/or Geographic Areas at any time, but cannot reduce the number of users and/or Geographic Areas until the contract term is completed.
2. Pictometry Web Services customers must sign an order form/Service Level Agreement (SLA) for services. This order form/SLA shall describe the services offered and number of users and/or metros for the account ("Web Services Account").
3. For each Account, Licensee shall name one person to be the Administrator of the Account and submit an email address, telephone number and contact information for that person. Licensee will assign one administrator to this Account. Administrator shall be responsible for assigning his/her users a login and password. Licensee purchases User Seats as shown on the order form. The number of User Seats purchased determines the number of users who shall be allowed online at the same time. Administrator may assign as many Login Accounts (users) per seat purchased, as is indicated on the attached Order Form, but the number of persons allowed in the system at any one time is limited by the number of seats purchased.
4. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for any service interruptions if used in these critical situations.
5. Upon initial login, each user shall be required to "accept" an online License and Service Level Agreement identical to this written Agreement.
6. Pictometry Online is for individual use only. Licensee shall not attempt, nor allow, access to Pictometry Web Services by means of an automated system.

II. Technical Support. Web Hosting Support can be accessed at CustomerSupport@Pictometry.com

- Web Hosting Phone Support: Phone 585-486-0093, or toll-free at 888-771-9714
- Hours: Monday through Friday, 8:30am – 5:30pm Eastern Time Zone; Holidays – no phone support but email support may be available, and Pictometry will use reasonable efforts to answer emails received on holidays on the next business day.
- Response time, however, may depend on the nature and complexity of the inquiry, or unexpected call volume. Technical Support assigns the highest priority to inquiries related to the servers' unavailability.

III. Billing and Sales Inquiries. Licensee may choose to be billed (and pay) on an annual or monthly basis. Billing shall begin upon Pictometry Web Services Account activation by Pictometry. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. Billing inquiries should be sent to accountsreceivable@pictometry.com Please note: Pictometry must receive notice of billing disputes within thirty days of the date of invoice receipt or date Licensee's payment is received for services. All inquiries regarding purchase of new accounts or addition of services should be addressed with Licensee's Pictometry Sales Representative.

IV. Issue Escalation. If Licensee is concerned with Pictometry hosting services or if Licensee is unable to resolve a technical support issue within the parameters outlined in this Service Level Agreement, Licensee should contact its Pictometry Sales Representative regarding any concerns. Licensee's concerns will be reviewed, investigated, and responded to within one business day. As issues may be complex or require extensive investigation, this one business day response time does not imply that a resolution is guaranteed within one business day.

V. Service Availability. Pictometry International Corp is committed to providing the highest quality service to all customers. To support this commitment, Pictometry gives the following service level guaranties:

- Pictometry expects a Service Availability of approximately 99%, measured on a calendar-month basis. "Service Availability" is defined as the ability of a user within an organization to access the Pictometry Server.
- Licensee acknowledges and agrees that the internet (including, without limitation, the world wide web) is a network of private and public networks, that Pictometry has no control over the internet, and that Pictometry is not liable for the discontinuance of operation of any portion of the internet or possible regulation of the internet which might restrict or prohibit the use of the licensed software or the integrated product or the delivery of the services.

VI. Disclaimer. This Agreement authorizes the Licensee to use the Web Services Product for its internal use. Pictometry warrants that, while it does strive to present accurate information, it does not guarantee the accuracy of information made available to the Licensee via this Product, and cannot be held liable for any usage of this information. Pictometry will continually strive to present accurate and reliable information in its Web Services Products but does not endorse, approve or certify such information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information.

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Licensee understands that by using this service it is waiving any and all rights it might have against Pictometry for the accuracy of its product.

VII. Ownership of Data. Title to the Product shall remain with Pictometry and shall not pass to the Licensee. The Licensee acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trademarks and logos used on or in relation to the product shall remain in Pictometry or its licensors. Subject to payment of the Price, Pictometry grants the Licensee a non exclusive non-transferable right to use the Product for its own internal purposes. This shall not include any right to copy the product, nor to sell, supply or disclose the Product to any third party except as detailed in Licensee's existing License Agreement with Pictometry.

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VIII. Data Integrity. Hosting package includes Backup Services to include: full server backup performed once weekly to the shared tape backup device over the network; differential server backup performed once nightly to the shared tape backup device over the network; backup copy retention time is one week. Pictometry is not responsible for data loss resulting from the failure or loss of backup media.

IX. Data Integration and Updates. Should Licensee desire certain data layers to be integrated into its imagery, samples of such data must be submitted to Pictometry for evaluation. Pictometry shall, at no additional charge, integrate two (2) of Licensee's data layers to Licensee's imagery (either parcel data, street centerlines or property centroids). Should Licensee require other (or additional) data to be integrated, a data sample is required to produce a custom quote for this integration. Pictometry shall, at no additional charge, update the two (2) data layers on a quarterly basis. Additional updates or updates to queries shall be custom quoted. NOTE: IT IS UNDERSTOOD THAT DATA PROVIDED BY LICENSEE MAY BE MODIFIED (e.g., data may be projected into Lat/Long or resolution maybe modified).

X. Data Retention. Pictometry may, in its sole discretion, retain all data (if any) associated with the Web Services Account. All such data may be deleted from Pictometry's servers and backup media after Web Services Account termination.

XI. Licensee Responsibilities/Requirements. To access Pictometry services, Licensee must provide at the very minimum: a PC or Macintosh Computer with a DSL or broadband Internet connection (not dialup), a currently supported Microsoft or Apple Operating System, and Microsoft Internet Explorer 6.0 SP2 or higher or Mozilla Firefox 3.0 or higher. Pictometry recommends using Mozilla Firefox 3.6 or Microsoft Internet Explorer 8.0 browsers for optimal performance. Pictometry's Web Services should never be used for life critical applications and Pictometry will not accept liability for service interruptions if used in critical situations.

XII. GENERAL. (a) The Contract constitutes the entire agreement between Pictometry and the Licensee with respect to the Products and supersedes all prior representations, agreements or arrangements whether oral or in writing relating to the subject matter hereof, and (b) each of the sub-clauses of the Conditions and the Contract is to be treated as separate and independent and if any provisions hereof is or becomes illegal or void then the remaining provisions shall remain in full force and effect, and (c) no variation to these Conditions or the Contract shall be effective unless in writing signed by the authorized representatives of both parties. This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof.

By using this product, Licensee is agreeing to the terms and conditions shown above.

## PICTOMETRY INTERNATIONAL CORP. GENERAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the date set forth above (the "Effective Date") by and between Pictometry International, Corp., a Delaware corporation with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and the Licensee.

Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

### 1. ARTICLE – DEFINITIONS for purposes of this Agreement:

- 1.1 **"Pictometric Licensed Images" ("Licensed Images")** means orthogonal and oblique digital images of portions of the earth's surface, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.2 **"Community Images" ("CI")** means a set of views, each covering an entire Image Sector. One view from directly overhead and other views from different oblique angles.
- 1.3 **"Neighborhood Images" ("NI")** means a set of overlapping, orthogonal and oblique views blanketing the entire sector, providing for a higher degree of detail than Community Images.
- 1.4 **"Image Sector"** means a portion of an image collection project and defined as approximately one square mile in area.
- 1.5 **"Geographic MetaData" ("Metadata")** means data supplied by Pictometry that is captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.6 **"Electronic Field Study" ("EFS")** means a proprietary software and file structure package that allows for the display, navigation, measurement, annotation and analysis of Pictometric Licensed Images.
- 1.7 **"Pictometry Licensed Software" ("Licensed Software")** means any proprietary software provided by Pictometry. This includes, but is not limited to, programs such as EFS and Change Analysis and program modules such as 911 or GIS integration / interfaces.
- 1.8 **"Image Warehouse" ("IW")** means a hierarchical storage system of Pictometric Images, as well as data and elevation models, that allows fast, random access by geo-location.
- 1.9 **"Digital Elevation Model" ("DEM")** means a general definition for a file containing ground elevation data. This may be a digital elevation model, a digital terrain model, or a reflective surface model and is meant to encompass all means of production, including LIDAR and stereo pairs.
- 1.10 **"Licensed Documentation" ("Documentation")** means written and/or electronic materials containing instructions and other information related to the use of the Licensed Images and the Licensed Software.

### 2. ARTICLE – GENERAL

- 2.1 **Licensed Products.** This Agreement pertains to the particular Images described in Section A and Section B and attached to this Agreement (the "Licensed Images"), the particular copies of the Software listed in Section A and Section B (the "Licensed Software"), the associated Metadata (the "Licensed Metadata"), and the DEM described in Section A and Section B attached to this Agreement (the "Licensed DEM"), all of which, along with the Documentation, are together referred to as the "Licensed Products". The terms and conditions of this Agreement may also apply to other products or services that may from time to time be licensed from Pictometry by the Licensee.
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- 3.1 **License Grant, Uses and Certain Fees.** In consideration for the payment of the License Fees provided for in Article 4 below, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:

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### 5. ARTICLE - OBLIGATIONS OF LICENSEE

- 5.1 **Geographic Data.** If available, Licensee agrees to provide to Pictometry geographic data in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps, tax parcel maps, centroids, etc., which data, to the extent practicable, shall be incorporated into the Image Library licensed to the Licensee. Licensee agrees that any of this data that is owned by the Licensee, may be distributed by Pictometry with the Image Library that is used in the Pictometry Online product and in licensing the Image Library to other licensees. At no time shall Pictometry claim ownership of that data.
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- 6.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided in Sections 6.2 and 6.3 below.
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- 6.3 **Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement. Except as provided above in this Section 6.3, this Agreement will not be assignable by Pictometry.

**7. ARTICLE - DURATION AND TERMINATION OF LICENSE**

- 7.1 Initial Term.** The initial term of this Agreement shall commence upon the shipment of substantially all of the Image Warehouse and the initial term shall expire as indicated on Section A, unless the parties enter into a written agreement extending that initial term. At the end of that initial term of this Agreement, and after all License Fees for the initial term have been paid, this License shall automatically convert to a royalty-free, perpetual license and Pictometry shall allow the Licensee to keep, use, and operate the Licensed Products forever. Licensee will be responsible for ongoing support/maintenance/upgrade fees for this Perpetual License unless the Licensee has renewed this License for additional Image Libraries. Under the Perpetual License, Licensee's obligations under this agreement shall continue in perpetuity except for its obligations to pay License Fees. Pictometry shall have no obligations under this Agreement except for those with regard to the additional Support, Upgrades and Maintenance for their Licensed Software. If Licensee renews this License Agreement for an additional term, all support, upgrades and maintenance on Licensed Products under a perpetual license shall be provided at no charge to Licensee during the term of the renewal. Effective as of the expiration of the initial term as provided in Section A, Licensee will no longer be able to add images to the existing Image Library unless a renewal occurs.
- 7.2 Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, and if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.
- 7.3 Effect of Termination.** Upon termination of this Agreement as provided in Section 7.2 above, Licensee shall immediately cease any and all further use of the Licensed Products and shall promptly purge all copies of the Licensed Products from all computers and workstations on which any of them may be stored or available at the time. Within thirty (30) days of the date of termination of this Agreement, Licensee shall also pay Pictometry all amounts, if any, due hereunder. The provisions of Articles 6, 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement.

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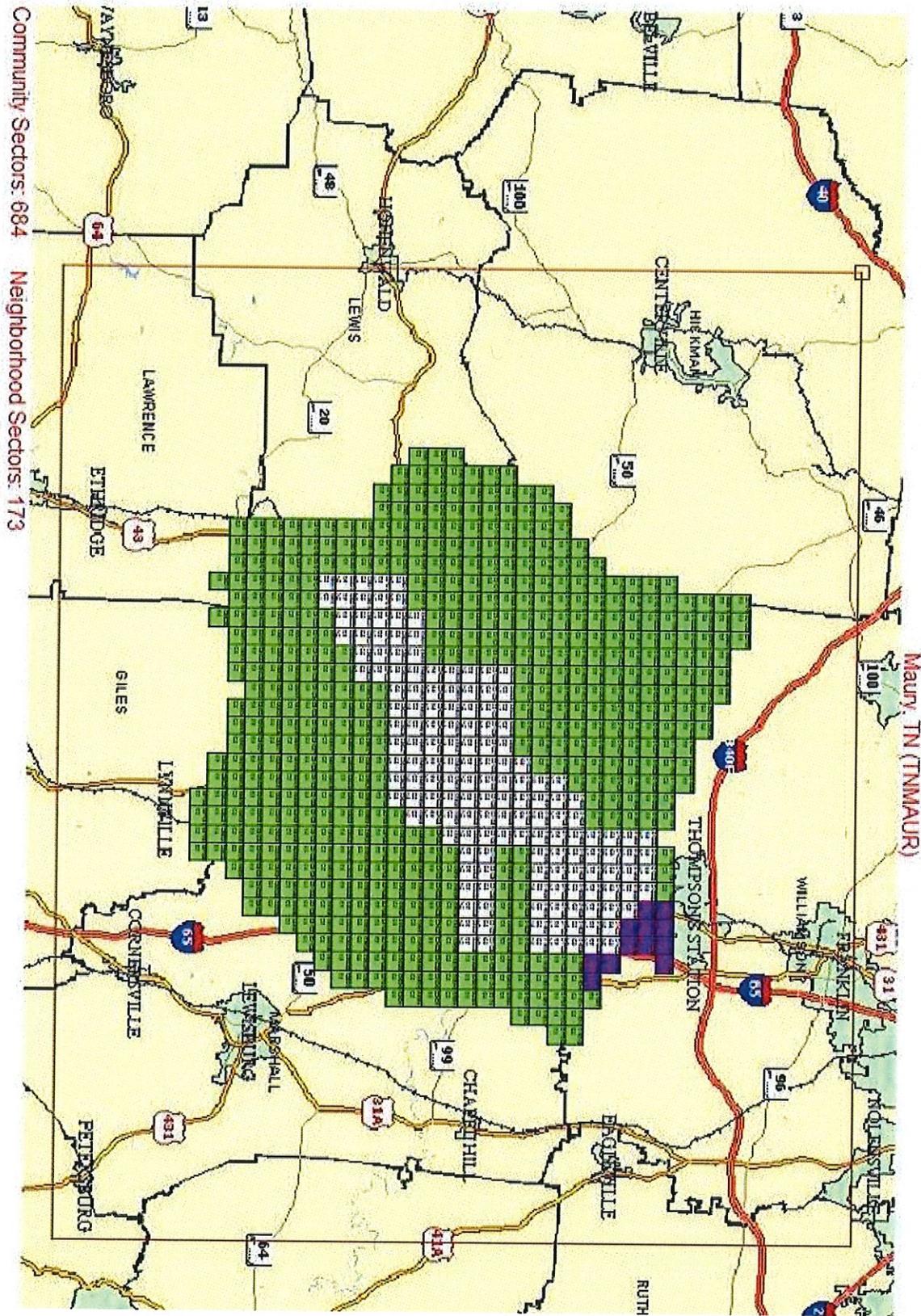
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- 9.4 Imagery Specifications.** Ground Sample Distance ("GSD") may be affected by Air Traffic Control or terrain restrictions. Images shall have an unobstructed view of the ground. In controlled airspace around airports (and other areas) and in areas of rapid elevation changes, the image footprint sizes and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Pictometry's Orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements. Pictometry data, however, are not intended for authoritative or definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery.

**10. ARTICLE - GENERAL**

- 10.1 Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.
- 10.2 Waiver.** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

- 10.3 Notices.** All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, courier service, or confirmed facsimile transmission at the address of the receiving party set forth in this agreement (or at such different address as may be designated by one party by written notice to the other). All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and all notices and demands shall be deemed complete upon receipt.
- 10.4 Export Control.** Licensee agrees to comply fully with the export laws and regulations of the United States Government with respect to the Licensed Products supplied by Pictometry. Accordingly, Licensee agrees that all technical data, software, or other information or assistance (other than publicly available information) furnished by Pictometry, and any product thereof, shall not be re-exported by Licensee, or its authorized transferees, if any, directly or indirectly from the United States unless explicitly permitted by U.S. export control laws and regulations. These obligations of the Licensee shall survive any satisfaction, termination, or discharge of this Agreement.
- 10.5 Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- 10.6 Force Majeure.** Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

SECTOR MAP



Zimbra

jpewitt@springhilltn.org

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**LiDAR**

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**From :** Jason Blalock <jason.blalock@pictometry.com> Wed, Dec 19, 2012 10:04 PM  
**Subject :** LiDAR  4 attachments

**To :** Paul Keltner (paul@columbiatn.com)  
<paul@columbiatn.com>, John Pewitt  
<jpewitt@springhilltn.org>

Gentlemen.

Attached is the grid map that we had looked at earlier. There are 416 grids, and by my calculations, Columbia City Limits is within 182 of them, or 43% of the grids.

Based on that.

The total cost for the LiDAR and all deliverables included in the attached quote is, ~~\$43,612~~ <sup>42,612</sup> 

City of Columbia	\$18,323.16
City of Spring Hill	\$24,288.84

The attached quote is just for the benefit of the product description. Disregard the billing and shipping info at the top, the contract will have the correct info.

Let me know if this looks good and I will get a contract to you asap.

Thanks guys!!

Regards,

JB

*Jason Blalock*



**Regional Technical Manager  
Southern Region**  
931-494-4299



**PROJECT QUOTE**

Pictometry International Corp.  
 100 Town Centre Drive, Suite A  
 Rochester, NY 14623

Date	Order #
1/8/2013	C124005

Bill To
Maury County, TN
Maury County, TN
John Pewitt
P.O. Box 789
700 North Garden St
Spring Hill, TN 37174
(931) 486-2252
(931) 560-1560
jpewitt@springhilltn.org
paul@columbiatn.com

Ship To
Maury County, TN
Maury County, TN
John Pewitt
P.O. Box 789
700 North Garden St
Spring Hill, TN 37174
(931) 486-2252
(931) 560-1560
jpewitt@springhilltn.org
paul@columbiatn.com

Customer ID	Sales Rep	Term of Contract	Number of Flights
A118119	JBial	2 years	1

Qty	Product Name	Product Description	List Price	Discount	Amount
134	LIDAR Hydro Enforcement Breaklines - Pictometry	Area wide polyline files in ESRI Polyline Feature Class format. Available with qualifying LIDAR purchase.	\$50.00		\$6,700.00
134	LIDAR-Bare Earth XYZ (sq mi)	Available with qualifying LIDAR purchase. Additional set of tiles containing only points classified as ground in ASCII XYZ format. Points classified as ground (i.e. class 2) will be exported to XYZI ASCII text format. One output file per LAS tile is created. Deliverable is ground classified points in ASCII XYZI format tiled in same schema as base deliverable data files.	\$3.00		\$402.00
134	LIDAR-DEM and 2ft contours (sq mi)	Available with qualifying LIDAR purchase. Gridded bare earth DEM in ArcGIS GRID format and tiled contours at a 2-foot interval in ESRI Polyline Feature Class format. Refer to attached terms and conditions.	\$40.00		\$5,360.00
134	LIDAR-First Return LAS/XYZ (sq mi)	Available with qualifying LIDAR purchase. Pictometry will create a copy of the original dataset containing all first return points in LAS (v1.2) and ASCII XYZI format. Two output files are created and delivered per input LAS tile: first return points in LAS format tiled in same schema as base deliverable data files; first return points in ASCII XYZI format tiled in same schema as base delivered data files.	\$5.00		\$670.00
134	LIDAR-LICENSED-1.0m postings (sq mi)	LIDAR data delivered in tiled LAS format, nominal raw post spacing of 1.0m, vertical accuracy sufficient to support optional generation of 2-ft contours (available separately). 50 square mile minimum. Refer to attached terms and conditions.	\$220.00		\$29,480.00

Thank you for choosing Pictometry as your service provider.	<b>Total</b>	<b>\$42,612.00</b>
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This quote provided by Pictometry is non-binding on either Party and creates no legal rights, duties, or obligations, expressed or implied, and shall only become binding in the event that Pictometry receives an executed License Agreement from the Customer. The pricing contained within this offer may be subject to discounts, grants, etc., therefore quoted pricing may appear different on the License Agreement presented to Customer. The prices listed within this quote shall remain valid and effective for 60 days from the date noted above.

