



## Meeting Announcement

### GIS POLICY COMMITTEE

Friday, October 20, 2017 at 11:00am

**JENNIFER PUTNAM MEETING ROOM**

1776 E. Washington Street, Urbana, IL

### COMMITTEE MEMBERS

---

Sanford Hess – Chair

Mark Toalson – Vice Chair

James Sims

Greg Hazel

Rick Snider

Kelly Pfeifer

Levi Kopmann

### AGENDA

---

- I. **Call to Order**
- II. **Roll Call – Sign-in Sheet**
- III. **Approval of Agenda**
- IV. **Approval of Minutes**
  - A. *August 10, 2017 Regular Meeting*
- V. **Financial Statements**
  - A. *FY2017 – 1/1/2017 through 09/30/2017*
- VI. **Business Items**
  - A. *Approval of the FY2018 CCGISC Policy Committee Meeting Schedule*
  - B. *CCIGSC/County Lease Agreement for Approval*
  - C. *Changes to Appendix F of the CCGISC Digital Data Policy for Approval*
  - D. *CCGISC Director’s Report*



# GIS Policy Committee

## MINUTES – SUBJECT TO APPROVAL

**DATE:** Thursday, August 10, 2017  
**TIME:** 8:30 am  
**PLACE:** Lyle Shield’s Meeting Room  
 Brookens Administrative Center  
 1776 E. Washington St.  
 Urbana, Illinois

Consortium Member Agencies	Present	Absent
Champaign	Mark Toalson (Vice Chair)	
Urbana	Sanford Hess (Chair)	
Rantoul	Greg Hazel	
Champaign County	Rick Snider	
UIUC	Jim Sims	
Mahomet	Patrick Brown (alternate)	
Savoy	Levi Kopmann	

**Others:** None  
**CCGIS Staff:** Leanne Brehob-Riley (Director), Tammy Asplund (Recording Secretary)

## MINUTES

### I. Call to Order

Mr. Hess as Chair called the meeting to order at 8:32 a.m.

### II. Roll Call

Roll call was taken by written record and a quorum was declared present.

### III. Approval of Agenda

As Chair, Mr. Hess approved the agenda as distributed.

### IV. Approval of Minutes

#### A. April 21, 2017 Regular Meeting

**MOTION** by Mr. Toalson to approve the April 21, 2017 minutes as distributed; second by Mr. Snider. Upon vote, the **MOTION CARRIED** unanimously.

### V. Financial Statements

#### A. FY2017– 1/1/17 through 7/31/17

Ms. Riley noted membership invoices were mailed; the incoming revenue will be reflected in future financial statements.

Ms. Riley expects the final FY2016 external audit to be available by the October CCGISC Policy Committee meeting. The delay is due to the transition to a different auditing firm.

**MOTION** by Mr. Rhodes to put these reports on record; seconded by Mr. Toalson. Upon vote, the **MOTION CARRIED** unanimously.

1  
2 **VI. Business Items**

3 *A. Presentation of the FY2018 Budget for Approval*

4 Ms. Riley reviewed the Capital and Technology Plan. Ms. Riley stated that Champaign County is  
5 considering Microsoft Azure for cloud-based backup and recovery. She noted that because there is an  
6 established relationship with Microsoft, utilizing Microsoft Azure for cloud-based services should result in  
7 some cost savings in comparison to other vendors.  
8

9 Ms. Riley noted that the Work Plan and Report projects a 3.5% membership increase for FY2019, primarily  
10 due anticipated health care cost increases of 12%. Mr. Snider noted that the health care costs for fiscal  
11 year 2018 should be lower than the anticipated 12%. He expects the number to be between 3% and 9%.  
12 Ms. Riley stated that once the health care costs for FY2018 are finalized, she will recalculate the  
13 projections.  
14

15 Ms. Riley reviewed the Work Plan and Report. She commented that the Technical Representatives from  
16 the member agencies met and agreed to the work and improvement tasks. Ms. Riley stated the proposed  
17 2.5% membership increase proposed for FY2018 was anticipated in the FY2017 CCGISC Work Plan and  
18 Report. Ms. Riley stressed the approximate \$5,000 reduction in non-personnel budget items over the last  
19 two budget cycles, these reductions leave little room for additional cuts going forward. Mr. Toalson  
20 inquired about the added budgetary line item for office space. Mr. Snider noted that all non-General Fund  
21 County departments are charged for space.  
22

23 **MOTION** by Mr. Snider to approve the CCGISC FY2018 budget including the Capital and Work plan as presented;  
24 second by Mr. Hazel. Upon vote, the **MOTION CARRIED** unanimously.  
25

26 *B. GIS Director's Report*

27  
28 • 2017 Work Plan Status Report

29 Ms. Riley presented the Work Plan Status Report.  
30

31 • Community Outreach

32 Ms. Riley mailed the promotional CCGISC postcards to a number of regional counties and  
33 municipalities. Thus far, she has not received any service inquiries. Mr. Hess recommended an off-  
34 line discussion of the marketing plan.  
35

36 • Ortho Update

37 Ms. Riley stated the preliminary 2017 ortho-imagery was delivered and provided to all member  
38 agencies for review. She expects the final delivery in early September.  
39

40 • Sanitary Sewer

41 Ms. Riley plans to coordinate a meeting to review the Sanitary Sewer layers. UCSD and a number of  
42 the entities serviced by UCSD plan to purchase a modeling software program called Innovyze. This  
43 software necessitates regular updates of the Sanitary Sewer system, which requires increased  
44 cooperation between the entities serviced by UCSD.  
45

46 • 2020 Census

47 Ms. Riley stated Local Update of Census Address (LUCA) is an opportunity to review census address  
48 information. To avoid duplication of work, she requested the entities notify her if they intend to  
49 complete the project internally.  
50

51 **VII. Adjournment**

52 Mr. Hess adjourned the meeting at 9:13 a.m.

GIS Consortium  
 FY2017 (01/01/2017-12/31/2017) Financial Report  
 Fund 850

REVENUE	Budgeted	Actual YTD 09/30/2017	Actual % of Budget	Unrealized Balance
<b>Budgeted Local Government</b>				
Champaign County	\$289,808.00	\$153,419.75	52.94%	\$136,388.25
City of Champaign	\$67,861.00	\$67,861.00	100.00%	\$0.00
City of Urbana	\$38,652.00	\$38,652.00	100.00%	\$0.00
Piatt County	\$60,000.00	\$31,000.00	51.67%	\$29,000.00
University of Illinois	\$34,375.00	\$34,375.25	100.00%	- \$0.25
Village of Mahomet	\$14,303.00	\$14,303.39	100.00%	- \$0.39
Village of Rantoul	\$24,393.00	\$24,023.18	98.48%	\$369.82
Village of Savoy	\$13,667.00	\$13,667.50	100.00%	- \$0.50
<b>Local Government Total</b>	<b>\$543,059.00</b>	<b>\$377,302.07</b>	<b>69.48%</b>	<b>\$165,756.93</b>
Local Government Reimbursement	\$14,200.00	\$15,700.00	110.56%	- \$1,500.00
Charges for Services	\$57,000.00	\$38,866.19	68.19%	\$18,133.81
Investment Interest	\$200.00	\$1,153.62	576.81%	- \$953.62
Maps & Data Sales	\$13,500.00	\$6,247.69	46.28%	\$7,252.31
Interdepartment Transfers	\$58,000.00	\$58,000.00	100.00%	\$0.00
<b>REVENUE TOTAL</b>	<b>\$685,959.00</b>	<b>\$497,269.57</b>	<b>72.49%</b>	<b>\$188,689.43</b>

EXPENDITURE	Budgeted (Original)	Budgeted (Amended)	Actual YTD 09/30/2017	Actual % of Budget	Unencumbered Balance
<b>Personnel</b>					
Salaries & Wages	\$317,982.00	\$317,982.00	\$234,243.06	73.67%	\$83,738.94
Fringe Benefits	\$113,973.00	\$113,973.00	\$67,004.90	58.79%	\$46,968.10
<b>Personnel Total</b>	<b>\$431,955.00</b>	<b>\$431,955.00</b>	<b>\$301,247.96</b>	<b>69.74%</b>	<b>\$130,707.04</b>
Commodities	\$16,850.00	\$16,535.00	\$10,611.54	64.18%	\$5,923.46
<b>Services</b>					
Audit	\$11,200.00	\$11,200.00	\$5,500.00	49.11%	\$5,700.00
Professional Services	\$154,000.00	\$154,000.00	\$53,045.00	34.44%	\$100,955.00
Job Required Travel	\$750.00	\$750.00	\$123.09	16.41%	\$626.91
Utilities	\$2,250.00	\$2,250.00	\$691.18	30.72%	\$1,558.82
Computer/InfoTech Services	\$5,000.00	\$5,000.00	\$20.17	0.40%	\$4,979.83
Telephone Service	\$500.00	\$815.00	\$576.70	70.76%	\$238.30
Equipment Maintenance	\$37,625.00	\$37,625.00	\$28,159.98	74.84%	\$9,465.02
Conferences & Training	\$3,000.00	\$3,000.00	\$129.52	4.32%	\$2,870.48
All Other Services	\$4,160.00	\$4,160.00	\$1,082.48	26.02%	\$3,077.52
<b>Services Total</b>	<b>\$218,485.00</b>	<b>\$218,800.00</b>	<b>\$89,328.12</b>	<b>40.83%</b>	<b>\$129,471.88</b>
Capital	\$10,625.00	\$10,625.00	\$0.00	0.00%	\$10,625.00
Transfer to General County Fund	\$10,000.00	\$10,000.00	\$1,146.37	11.46%	\$8,853.63
Interdepartment Transfers	\$58,500.00	\$58,500.00	\$58,000.00	99.15%	\$500.00
<b>EXPENDITURE TOTAL</b>	<b>\$746,415.00</b>	<b>\$746,415.00</b>	<b>\$460,333.99</b>	<b>61.67%</b>	<b>\$286,081.01</b>

850 FUND BALANCE - 01/01/2017	Balance
<hr/> <b>FY2017 Beginning Fund Balance (unaudited)</b>	<b>\$381,469.12</b>
Reserve for Aerial Photography	- \$77,780.46
10% Restricted Reserve	- \$51,126.33
<hr/> <b>FY2017 Remaining Unreserved Fund Balance (unaudited)</b>	<b>\$252,562.33</b>



## ***GIS Policy Committee***

### **Proposed Meeting Schedule for 2018**

***Unless otherwise indicated***

Meetings will be held at 11:00 A.M.

Lyle Shields Meeting Room, Brookens Administrative Center

1776 E. Washington St.

Urbana, Illinois

### **ANY OTHER CHANGES WILL BE ANNOUNCED**

Friday, January 19, 2018

Friday, April 20, 2018

Friday, July 20, 2018

Friday, October 19, 2018

Chair: Champaign

Vice-Chair: Champaign County



Champaign County  
 City of Champaign  
 City of Urbana  
 University of Illinois  
 Village of Rantoul  
 Village of Mahomet  
 Village of Savoy

To: CCGISC Policy Committee  
 From: Leanne Brehob-Riley, GIS Director  
 Date: October 13, 2017  
 Re: CCGISC/Champaign County Lease Agreement

Beginning in FY2017, Champaign County has required the Champaign County GIS Consortium (CCGISC) to pay an annual fee for office space within the Brookens Administrative Building. CCGISC currently utilizes 995 square feet of office space. The initial contract is for a two-year term, which commenced on January 1, 2017 and continues through December 31, 2018. The square footage rate from January 1, 2017 – December 31, 2017 is \$4.10, equivalent to an annual cost of \$4,079.50. The square footage rate from January 1, 2018 – December 31, 2018 shall increase by approximately 5% to \$4.31, equivalent to an annual cost of \$4,288.45.

**BUDGET IMPACTS**

The impact on the budget will be negligible in the short-term due to fee changes made by the County in fiscal year 2015 in anticipation of a lease agreement and an increase in external audit fees due to the change in auditing firms. Beginning at the end of FY2015, the Administrative Assistant moved from an annual fee of \$12,500 to an hourly fee based on hours worked.

**Lease Agreement Budget Impact Table**

	FY2014	FY2015	FY2016*	FY2017** <i>anticipated</i>	FY2018** <i>projected</i>
<b>Administrative Assistant</b>	\$ 12,500.00	\$ 10,106.60	\$ 3,580.70	\$ 1,800.00	\$ 800.00
<b>External Audit</b>	\$ 4,700.00	\$ 4,800.00	\$ 4,950.00	\$ 7,200.00	\$ 7,340.00
<b>Lease</b>	\$ -	\$ -	\$ -	\$ 4,079.50	\$ 4,288.45
<b>TOTAL</b>	<b>\$ 17,200.00</b>	<b>\$ 14,906.60</b>	<b>\$ 8,530.70</b>	<b>\$ 13,079.50</b>	<b>\$ 12,428.45</b>

*\*The County planned to execute a lease agreement with CCGISC in FY2016; however, the County postponed the lease until FY2017. As a result, CCGISC incurred savings in FY2016.*

*\*\*All financial related tasks previously carried out by the Administrative Assistant shifted to CCGISC staff in the second quarter of FY2017. The Administrative Assistant duties are now limited to CCGISC Policy Committee related items.*

**APPROVAL RECOMMENDATION**

The provided Lease Agreement (Agreement) was composed by the Champaign County State’s Attorney’s office on behalf of Champaign County. Due to a conflict of interest, the State’s Attorney’s office, whom CCGISC utilizes for legal review, is unable to review the contract on behalf of CCGISC. I recommend external counsel review the document and I request the CCGISC Policy Committee approve the contract subject to legal review not to exceed the provided FY2017 and FY2018 annual rates.

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN  
AND GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM**

This lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the County of Champaign (hereinafter referred to as "Landlord") and Champaign County Geographic Information System Consortium, an intergovernmental agency (hereinafter referred to as "Tenant").

**ARTICLE I**

**Premises**

Landlord does hereby lease to Tenant 995 square feet of office space located in Pod 400 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space lease is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A". (Hereinafter referred to as the Premises) Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services.

**ARTICLE II**

**Term**

This lease shall commence January 1, 2017 and continue through and including December 31, 2018 unless sooner terminated or extended by written agreement of the parties.

**ARTICLE III**

**Rent**

Rent for the said Premises shall be at the following rate:

- a. \$4.10 per square foot or \$4,079.5 annually or \$339.96 per month for the period of January 1, 2017 to December 31, 2017.
- b. \$4.31 per square foot or \$4,288.45 annually or \$357.37 per month for the period January 1, 2018 to December 31, 2018.



## **ARTICLE IV**

### **Utilities**

Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Tenant shall pay its proportional share of utilities. Tenant's proportional share shall be determined by dividing actual utility expenses for the Brookens Administrative Center; by the building's total square footage; and multiplying by 995. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of Landlord.

## **ARTICLE V**

### **Use of Lease Premises**

1. Tenant shall use and occupy the said premises as a business office for the Champaign County Geographic Information System Consortium, and shall not use and occupy the said premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.

2. Tenant shall commit no act of waste and shall take good care of the said premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments or any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.

3. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the said premises beyond that made known to Landlord at the time of the execution of this lease.

4. Tenant shall not use any equipment or engage in any activity on the said premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.

5. At the expiration or termination of this lease, if there is no written extension agreement of the said lease, Tenant shall surrender and deliver the said premises to Landlord in as good a condition as when Tenant first received possession of the premises, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the commencement of this lease written notice specifying what parts, if any, of the said premises are not in good order.

## **ARTICLE VI**

### **Subletting and Assignment**

Tenant shall not assign, mortgage, pledge, or encumber this lease, or sublet the said premises or any part thereof, without first obtaining the written consent of Landlord.

## **ARTICLE VII**

### **Alterations**

1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said Premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.

2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said Premises shall, at the election of the Landlord, remain upon the said Premises and be surrendered by the Tenant with the said Premises at the expiration of this lease without disturbance or injury. Shall Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said Premises upon termination of this lease or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by Landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items.

4. Tenant shall promptly repair any and all damages caused to the said Premises or to the building and grounds of which the said Premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

**ARTICLE VIII**

**Parking**

1. At no additional cost to Tenant, Tenant's employees may park in the unreserved spaces in the Brookens parking lot. Parking spaces shall be available on a first come, first served basis.

2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the Premises are located. Parking spaces shall be available on a first come, first served basis.

**ARTICLE IX**

**Signs, Notices, and Advertisements**

Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said Premises, or the exterior or interior of the building of which the said Premises is a part, except on the doors of the said Premises, and only in a size, color and style approved by Landlord.

**ARTICLE X**

**Insurance**

As the Lead Agency of the Champaign County Geographic Information Consortium, the Landlord shall procure and maintain, sufficient property insurance to cover the replacement value of the Tenant's equipment and all equipment loaned to the Consortium, against all direct loss or damage. Nothing in this lease prevents the Landlord from pursuing its right to reimbursement for the cost of insurance pursuant to the GISC Intergovernmental Agreement.

**ARTICLE XI**

**Services**

Tenant shall pay an additional cost of \$1.02 per square foot or \$1,014.90 annually or \$84.58 monthly from January 1, 2017 to December 31, 2017 and \$1.04 per square foot or \$1,034.80 annually or \$86.23 per month from January 1, 2018 to December 31, 2018 for custodial services provided by Landlord that are customary in the building of which the said Premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Mondays through Fridays, except legal holidays.

## **ARTICLE XII**

### **Personal Property**

Tenant shall be solely responsible for insuring its personal property and the personal property of its employees. Landlord shall not be liable for any accident, damage to, or theft of property of Tenant or its employees. Landlord shall not be liable for damages to property of Tenant or its employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam or other causes. Tenant expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's or its employees' property.

## **ARTICLE XIII**

### **Damage to Lease Premises**

If through no fault of Tenant the said Premises are damaged by fire or other casualty to such extent that the said Premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease, this lease shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said Premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said Premises untenable in whole or in part, Tenant shall be entitled to a rent abatement until Landlord has repaired the damage. Should the said Premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said Premises or any portion of the building of which the said Premises are a part.

Landlord shall not be liable for damages for, nor shall this lease be affected by, conditions arising or resulting from construction on a contiguous premises which may affect the building of which the said Premises are a part.

**ARTICLE XIV**

**Access**

Landlord, its agents and its employees shall have the right to enter the said Premises at all reasonable hours and necessary times to inspect the said Premises and to make necessary repairs and improvements to the said Premises and the building in which the said Premises are located. The said inspection and any repairs or improvements which are necessary to the said Premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

**ARTICLE XV**

**Cumulative Remedies and Waiver**

The specified remedies to which Landlord may be entitled under the terms of this lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant as to any provision of this lease. The failure of Landlord to insist on strict performance of any covenant or condition of this lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease shall be deemed to have been made unless made in writing and signed by Landlord.

**ARTICLE XVI**

**Partial Invalidity**

Should any provision of this lease be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

**ARTICLE XVII**

**Successors**

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

**ARTICLE XVIII**

**Notices and Payments**

All rent or other payments due by Tenant pursuant to this lease shall be paid to landlord at the office of the Champaign County Administrator, 1776 E. Washington

Street, Urbana, Illinois 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, addressed to Champaign County Administrator, 1776 E. Washington Street, Urbana, Illinois 61802. All notices from Landlord to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to 1776 E. Washington Street, Urbana, Illinois 61802.

**ARTICLE XIX**

**Governing Law**

This lease shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois

**ARTICLE XX**

**Titles**

All titles, captions and headings contained in this lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease, or any of its provisions.

**ARTICLE XXI**

**Entire Agreement**

The terms of this lease constitute the whole and entire agreement between the parties, and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

**ARTICLE XXII**

**Amendment**

No amendment to this lease shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

COUNTY OF CHAMPAIGN  
Landlord

Tenant

BY: \_\_\_\_\_

Pius Weibel  
County Board Chair

ATTEST: \_\_\_\_\_

Gordy Hulten  
County Clerk and Ex-Officio  
Clerk of the County Board

DRAFT



Champaign County  
City of Champaign  
City of Urbana  
University of Illinois  
Village of Rantoul  
Village of Mahomet  
Village of Savoy

To: CCGISC Policy Committee  
From: Leanne Brehob-Riley, GIS Director  
Date: October 13, 2017  
Re: Proposed Changes to Appendix F of the CCGISC Digital Data Policy

---

The **CCGIS Digital Data Policy** defines terms, conditions, and procedures related to the distribution and use of CCGISC data. Appendix F of CCGISC Digital Data Policy is the **Digital Data License Agreement for Derived Products**. For clarity and inclusivity, minor language changes are proposed to the Digital Data License Agreement for Derived Products. For your review, provided below is an explanation and summary of the proposed updates.

#### CCGIS Digital Data License Agreement for Derived Products

The CCGISC Digital Data License Agreements provide provisions to protect the Consortium and its members through liability limitations, data warranty provisions, and protection of property rights. This particular agreement grants the Licensee the ability to use purchased data in derived products at the discretion of the GIS Director.

##### **Revised Section: *PROTECTION OF PROPRIETARY RIGHTS BY LICENSEE***

Reproduction, resale, or redistribution of the digital data for use by others outside of the Licensee's organization or entity shall be strictly limited to as detailed in the derived product description Data Usage Provision included as Appendix B, and for subcontractors of the Licensee involved as detailed in the derived product description Data Usage Provision included as Appendix B. Except as detailed in Appendix B, data obtained by the Licensee from the CCGISC may be reproduced by the Licensee for backup purposes only. None of the data shall be electronically duplicated by the Licensee by any means other than as detailed in the derived product description Data Usage Provision, attached as Appendix B, for use by others, in whole or in part, without express written permission of the CCGISC. Resale of the original data by the Licensee is prohibited.

##### **Revised Section: *APPENDIX B***

Appendix B – ~~Derived Product Description~~ Data Usage Provision

Legal counsel reviewed the updates outlined above.

The proceeding pages contain the updated *DIGITAL DATA LICENSE AGREEMENTS FOR DERIVED PRODUCTS*.

The current CCGISC Digital Data Policy with all appendices is located at:

[http://www.ccgisc.org/AdminDocs/CCGISDataPolicy\\_Complete.pdf](http://www.ccgisc.org/AdminDocs/CCGISDataPolicy_Complete.pdf)





## Digital Data License Agreement Derived Products

Champaign County GIS Consortium  
1776 E Washington Street  
Urbana, IL 61802  
**Phone** (217) 819-3555  
<http://www.ccgisc.org>

By agreeing to the terms, the user acknowledges and accepts the terms and conditions of this License Agreement.

This agreement between the Champaign County Geographic Information System Consortium ("CCGIS") and the Licensee provides the Licensee the ability to utilize purchased CCGISC data obtained through an Annual Download Subscription Purchase **OR** a One-time Data Purchase for derived products according to the terms and conditions of the this Agreement. The Annual Download Subscription Purchase provides the Licensee the ability to download the GIS data layers listed in Appendix A from a download window on the CCGISC Interactive Public Web Site ("CCIPW") at [www.maps.ccgisc.org](http://www.maps.ccgisc.org), in exchange for a fee of \$250.00. The One-time Data Purchase provides the Licensee a single copy of the GIS data in exchange for the cost of the requested data layers as found on Data Request Form - <http://www.ccgisc.org/DataRequestForm.aspx>.

### Terms and Conditions

#### DATA ACCESS TERMS

##### ***Annual Download Subscription Purchase***

Access to the download site shall be enabled upon receipt of payment. Access credentials in form of a username and password will be provided to the Licensee upon receipt of payment or an account can be set-up through the CCGISC Map Store - [www.ccgisc.org/MapStore.aspx](http://www.ccgisc.org/MapStore.aspx). Distribution of the credentials outside the Licensee's organization or entity is expressly forbidden. Access shall be terminated by CCGISC one year from the date of the receipt of payment.

##### ***One-time Data Purchase***

Upon receipt of payment, one-time data purchases shall be distributed by CCGISC to the Licensee by email or through the Internet from a provided URL link unless another media is agreed upon.

#### NO WARRANTY

The data files are provided "as is". There is no guarantee or warranty concerning the accuracy, adequacy, completeness, legality, reliability or usefulness of information contained in the data. This disclaimer applies to both isolated and aggregate uses of the data. **No warranty is made, either expressed or implied, as to any other matter whatsoever, including, without limitation, the condition of the product, merchantability, freedom from contamination by computer viruses and non-infringement of proprietary rights or its fitness for any particular purpose.** The burden for determining fitness for use lies entirely with the user.

#### LIMITATION OF LIABILITY

Neither CCGISC, nor any of the agencies who are part of CCGISC, shall be held liable for any improper or incorrect use of the data and assumes no responsibility for anyone's use of the data. In no event shall CCGISC, or any of the agencies who are part of the CCGISC have any liability whatsoever resulting from the use of CCGISC data by the Subscriber for any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits, data or use; procurement of substitute goods or services or business interruption however, caused and on any theory of liability, whether in contract strict liability or tort (including negligence or otherwise) arising in any way out of use of or reliance on the data or arising out of the delivery, installation, operation, or user support relating to the same even if advised of the possibility of such damage. This limitation of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, theft destruction or unauthorized access to, alteration of, or use of data whether for breach of contract, tortious behavior, negligence or under any other cause of action.

#### PROTECTION OF PROPRIETARY RIGHTS BY LICENSEES

Reproduction, resale, or redistribution of the digital data for use by others outside of the Licensee's organization or entity shall be strictly limited as detailed in the Data Usage Provision included as Appendix B, and for subcontractors of the Licensee involved as detailed in the Data Usage Provision included as Appendix B. Except as detailed in Appendix B, data obtained by the Licensee from the CCGISC may be reproduced by the Licensee for backup purposes only. None of the data shall be electronically duplicated by the Licensee by any means other than as detailed in the Data Usage Provision, attached as Appendix B, for use by others, in whole or in part, without express written permission of the CCGISC. Resale of the original data by the Licensee is prohibited.

#### DAYS AND HOURS OF OPERATION

##### ***Annual Download Subscription Purchase***

Every effort will be made to ensure CCIPW and download functionality are available seven days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues. CCGISC will not be liable, financially or otherwise, for periods of inaccessibility.

##### ***One-time Data Purchase***

The CCGISC offices are generally open from 8:00 am to 4:30pm Monday through Friday, except on County holidays.

#### OBLIGATIONS

##### ***Annual Download Subscription Purchase***

It is the responsibility of the Licensee to purchase, obtain, and install all necessary equipment, software and services necessary to properly download the CCGISC GIS data layers from CCIPW. The Licensee is responsible for ensuring the access credentials are not distributed outside of the Licensee's organization or entity.

##### ***One-time Data Purchase***

It is the responsibility of the Licensee to purchase, obtain, and install all necessary equipment, software and services necessary to utilize the purchased GIS data layers.

CREDITS

The Licensee specifically agrees not to misrepresent any data, nor to express or imply any changes made in the data have been approved by CCGISC unless actual prior approval by CCGISC has been obtained.

TERMINATION

This Agreement may be terminated immediately by CCGISC for Licensee’s failure to comply with any of the terms of this Agreement or failure to perform any of its obligations. This Agreement shall also terminate immediately if CCGISC Policy Board fails to appropriate or continue funding for services provided under this Agreement.

REMEDY FOR VIOLATION

In the event the Licensee exceeds the scope of this License Agreement or in any other manner violates the terms and conditions hereof, the CCGISC shall have the right to enjoin such activities as violate the terms of this Agreement and may seek any other allowable remedies, including the right to obtain its reasonable costs and attorney fees in connection therewith.

The Licensee hereby agrees to the terms and conditions of this AGREEMENT and agrees to abide by the same.

---

Licensee (Organization or Company Name; if not part of an Organization or Company print First and Last Name)

---

Phone City, State, Zip

---

By: (Printed Name)

---

Title (if part of an organization)

---

E-mail

---

Subscriber or Licensee Signature Date

---

GIS Director Signature Date

*Any questions, please call the GIS Consortium office at  
Phone (217) 819-3555*

For Internal Use Only:  
Data Sales Number: \_\_\_\_\_

## Supplemental Information

Inquiries regarding the Agreement should be directed to CCGISC at [ccgisc@co.champaign.il.us](mailto:ccgisc@co.champaign.il.us) or 217.819.3555.

### **Payment by Check:**

Mail or email this entire agreement, signed and dated, along with payment by check to:

Champaign County GIS Consortium  
1776 E Washington Street  
Urbana, IL 61802

### **Payment by Credit Card:**

Email the entire agreement to [ccgisc@co.champaign.il.us](mailto:ccgisc@co.champaign.il.us), upon receipt a PayPal invoice will be e-mailed to you.

## Appendix A – Downloadable CCGISC Data Layers

Street Centerlines  
Hydrology Centerlines  
Stream Polygons  
Lakes  
Tax Parcel Points  
Tax Parcel Polygons  
Subdivisions  
Municipal Boundaries  
Municipal Annexations  
Civil Townships  
County Board Districts  
State Representative Districts  
Voting Precincts

Taxing Districts  
School Districts  
High School Districts  
Community College Districts  
Fire Districts  
Library Districts  
Park Districts  
Public Health Districts  
Cemetery Districts  
UC Sanitary Districts  
Mass Transit Districts  
Multi Assessor Districts  
Forest Preserve Districts  
Township Roads and Bridges Districts

## Appendix B – Data Usage Provisions

[To be prepared by Licensee.]



Champaign County  
 City of Champaign  
 City of Urbana  
 University of Illinois  
 Village of Rantoul  
 Village of Mahomet  
 Village of Savoy

## FY2017 Work Plan Status Report

Task	Status
<b>2017 Improvement Tasks (Short-term)</b>	
<b>Implement Parcel Fabric</b>	
1-A Migrate parcel layers to Parcel Fabric	Began in FY2016; to complete in FY2018
<b>Develop Long-term Technology Plan</b>	
2-A Develop Capital Plan and Capital Budget	completed in FY2016
2-B Establish Disaster Recovery Plan	in progress; <b>implement Microsoft Azure in Q1 of 2018</b>
<b>Create ISO Compliant Metadata</b>	
3-A Update existing metadata to be ISO compliant	in progress; to complete in FY2018
3-B Create ISO compliant metadata for other layers	in progress; to complete in FY2018
<b>Automate Technical Service Contract Invoices</b>	
4-A Create Relational Database	delayed; waiting to determine when/if County implements new system
4-B Create web-based interface that includes invoice generation	delayed; waiting to determine when/if County implements new system
<b>Implement Long-term Technology Plan</b>	
5-A Implementation of the developed Long-term Technology/Disaster Recovery Plan (Improvement Task 2-B)	to complete in FY2018
<b>Migrate Sales Database to SQL Server</b>	
6-A Migrate the existing Access relational sales database to SQL Server	to complete in FY2018
6-B Create a web-based interface	to complete in FY2018
<b>Investigate and Implement Portions of the Local Government Information</b>	
7-A Investigate and implement portions of the ESRI Local Government Information - specifically the sanitary sewer data model	to completed in FY2019
<b>2017 Work Plan Tasks</b>	
<b>ESRI Linear Referencing for Roads and Highways</b>	
1-A Review Transportation feature dataset	to complete in FY2018
1-B Research and, if feasible, implement ESRI Roads and Highways linear referencing system	to complete in FY2017
1-C Gather impedance and jurisdiction data	to complete in FY2018
<b>Update StreetCenterline 100-block Data on Even Side of Roadway</b>	
2-A Manually update the even 100-block <i>from</i> address range field where appropriate	to complete in FY2017
<b>Public ArcGIS Online Web-Applications</b>	
3-A Continue to develop public ArcGIS Online web applications i.e. polling places	to complete in FY2018
<b>Map Drainage Districts and Subdistricts</b>	
4-A Begin pilot project utilizing Circuit Clerk documents	<b>complete</b>
4-B Map drainage districts - county-wide	to complete in FY2019; <b>3 drainage districts complete</b>
<b>Map Drainage District Tiles</b>	
5-A Utilize Circuit Clerk documents to map original location of drainage tiles	to complete in FY2019
<b>Reconcile Drainage Districts and Sub-districts</b>	
6-A Reconcile Drainage Districts and Subdistricts with appropriate county offices	to complete in FY2019
<b>2017 Contract Tasks</b>	
1-A Piatt County	on going - general GIS tasks
1-B Village of Mahomet	on going - general GIS tasks
1-C City of Champaign	on going - general GIS tasks
1-D Urbana Champaign Sanitary District	on going - general GIS tasks

*Updated to include FY2017 Improvement, Work and Contract Tasks  
 Status updates found in **bold***