



## Meeting Announcement

### GIS POLICY COMMITTEE MEETING

Friday, May 5, 2023 at 11:00am

**LYLE SHIELDS MEETING ROOM**

1776 E. Washington Street, Urbana, IL

### COMMITTEE MEMBERS

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Christopher Walton – *Chair*

Jake McCoy

Mark Toalson

Kelly Pfeifer – *Vice Chair*

Sanford Hess

M.C. Neal

James Sims

### AGENDA

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- I. **Call to Order**
- II. **Roll Call – Sign-in Sheet**
- III. **Approval of Agenda**
- IV. **Public Participation**
- V. **Approval of Minutes**
  - A. *January 20, 2023*
- VI. **Financial Statements**
  - A. *FY2022 - 1/1/2022 through 12/31/2022 – NOT FINAL*
  - B. *FY2023 - 1/1/2022 through 03/31/2023*
- VII. **Business Items**
  - A. *Approval of CCGISC Data Policy Changes*
  - B. *Semi-Annual Review of the Closed Meeting Session Minutes*
  - C. *GIS Director's Report*



## GIS Policy Committee

### **MINUTES – Subject to Review and Approval**

**DATE:** Friday, January 20, 2023  
**TIME:** 11:00 am  
**PLACE:** Brookens Administrative Center  
1776 E. Washington St.  
Urbana, Illinois

Consortium Member Agencies	Present	Absent
Champaign	Mark Toalson	
Urbana	Sanford Hess	
Rantoul	Jake McCoy	
Champaign County	M.C. Neal	
UIUC	Chad Kupferschmid	James Sims
Mahomet	Kelly Pfeifer	
Savoy	Christopher Walton	

**Others:** Steve Summers (County Executive), Joe Hackney (Village of St. Joseph), and Tim Cowan (Urbana)  
**CCGIS Staff:** Leanne Brehob-Riley (Director), Mary Ward (Recording Secretary)

### **MINUTES**

#### **I. Call to Order**

Chair Walton called the meeting to order at 11:03 a.m.

#### **II. Roll Call**

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

#### **III. Approval of Agenda**

**MOTION** by Mr. Hess to approve the agenda; second by Mr. McCoy. Upon voice vote, the **MOTION CARRIED** unanimously.

#### **IV. Public Participation**

There was no public participation.

#### **V. Approval of Minutes**

##### **A. October 21, 2022 Meeting**

**MOTION** by Ms. Pfeifer to approve the October 21, 2022 minutes as distributed; second by Mr. Hess. Upon voice vote, the **MOTION CARRIED** unanimously.

VI. Financial Statements

A. *FY 2022 – 1/1/2022 through 12/31/2022 – Not Final*

Ms. Brehob-Riley reminded the Committee the financials are not final. The U of I assessments were received; she expects the County fourth quarter payment prior to the close of the fiscal year. The remaining unrealized revenue are pending ESRI maintenance fee adjustments. All adjustments will be made prior to the close of the fiscal year.

**MOTION** by Ms. Pfeifer to receive and place on file the financial statement; seconded by Mr. Toalson. Upon voice vote, the **MOTION CARRIED** unanimously. The financial statement has been placed on file.

VII. Business Items

A. *Approval to Award the Ortho-Imagery Acquisition Contract*

This is for approval of a contract with Kucera in an amount not to exceed \$147,260.00.

**MOTION** by Mr. Hess to approve the contract; seconded by Ms. Pfeifer.

Discussion followed. Ms. Brehob-Riley asked that the motion include final review by County legal, including any amendments. The City of Champaign may be interested in an amendment to purchase 3-inch resolution ortho-imagery.

The **MOTION** was amended by Mr. Hess and seconded by Ms. Pfeifer to approve the contract subject to county final review and any further amendments to the contract that does not incur additional costs for CCGISC.

Upon roll call vote, the **MOTION CARRIED** unanimously.

B. *GIS Director's Report*

1. Work Plan Status Report

Updates to the Work Plan Status Report are denoted in bold font.

2. Contour Project

The contour project is complete. The updated contours were added to the Enterprise geodatabase, the public web map, and applications. Agencies will be provided the data on an external hard drive.

3. Annual Quality Control

The process takes 2-3 months; no parcel changes will be made until the process is complete. Hope to have this finished by mid-March.

4. Property Use Codes

After internal discussions, it is believed CCGISC can support a feasible solution. Ms Brehob-Riley will coordinate a meeting with the member agencies.

A brief discussion regarding the benefits of county-wide land use layer ensued. It was mentioned RPC created land use layers for the urbanized area using the American Planning Association (APA) Land-based Classification System (LBCS).

5. **IGA**

We are still waiting on 2-3 signature pages. Once all are received, we can officially welcome the Village of St. Joseph as a member.

6. **Offsite VM Backups**

County IT is now fully staffed and committed to making progress with pushing VM backups to the County Courthouse and making needed server repairs and configuration updates. Currently, only database backups, ArcGIS Server and Portal backups, and other mission critical folders are pushed to the cloud using One-drive – not an ideal situation. A brief discussion regarding potential future locations off-site backups followed; a possible option included Champaign’s Fire Station 6.

7. **Other**

Mr. Toalson asked Mr. Summers if the CCGISC members would be getting data from the Mahomet Aquifer mapping project that was mentioned by the previous County Executive at the last meeting. Mr. Summers said he would find out.

Ms. Brehob-Riley hopes to present proposed Data Policy changes at the next meeting.

**MOTION** to accept and place on file the Director’s Report was made by Ms. Pfeifer and seconded by Mr. Hess. Upon voice vote, the **MOTION CARRIED** unanimously.

Seeing there was no other business, Mr. Walton adjourned the meeting at 11:23 a.m.

GIS Consortium  
FY2022 (01/01/2022-12/31/2022) Financial Report  
Fund 8850

REVENUE	Budgeted (Original)	Budgeted (Amended)	Actual YTD 12/31/2022	Actual % of Budget	Unrealized Balance
<b>Budgeted Local Government</b>					
Champaign County	\$321,486.00	\$321,486.00	\$305,611.00	95%	\$15,875.00
City of Champaign	\$75,186.00	\$85,200.00	\$146,972.55	172%	- \$61,772.55
City of Urbana	\$42,765.00	\$45,019.00	\$41,683.86	93%	\$3,335.14
Douglas County	\$0.00	\$0.00	\$0.00	0%	\$0.00
Piatt County	\$0.00	\$0.00	\$0.00	0%	\$0.00
U-C Sanitary District	\$1,157.00	\$1,157.00	\$1,156.25	100%	\$0.75
University of Illinois	\$38,151.00	\$40,220.00	\$37,203.81	92%	\$3,016.19
Village of Mahomet	\$18,100.00	\$18,100.00	\$15,954.57	88%	\$2,145.43
Village of Rantoul	\$26,651.00	\$26,651.00	\$24,732.88	93%	\$1,918.12
Village of Savoy	\$18,787.00	\$19,598.00	\$18,422.90	94%	\$1,175.10
<b>Local Government Total</b>	<b>\$542,283.00</b>	<b>\$557,431.00</b>	<b>\$591,737.82</b>	<b>106%</b>	<b>(\$34,306.82)</b>
Local Government Reimbursement	\$23,008.00	\$23,008.00	\$22,866.00	99%	\$142.00
Charges for Services	\$55,000.00	\$55,000.00	\$68,764.50	125%	- \$13,764.50
Investment Interest	\$500.00	\$500.00	\$6,922.11	1384%	- \$6,422.11
Maps & Data Sales	\$12,500.00	\$12,500.00	\$11,544.51	92%	\$955.49
Miscellaneous Revenue	\$0.00	\$0.00	\$0.00	0%	\$0.00
Interfund Transfers	\$57,500.00	\$57,500.00	\$57,500.00	100%	\$0.00
<b>REVENUE TOTAL</b>	<b>\$690,791.00</b>	<b>\$705,939.00</b>	<b>\$759,334.94</b>	<b>108%</b>	<b>(\$53,395.94)</b>
EXPENDITURE	Budgeted (Original)	Budgeted (Amended)	Actual YTD 12/31/2022	Actual % of Budget	Unencumbered Balance
<b>Personnel</b>					
Salaries & Wages	\$395,343.00	\$396,954.30	\$396,954.30	100%	\$0.00
Fringe Benefits	\$131,952.00	\$130,340.70	\$101,676.14	78%	\$28,664.56
<b>Personnel Total</b>	<b>\$527,295.00</b>	<b>\$527,295.00</b>	<b>\$498,630.44</b>	<b>95%</b>	<b>\$28,664.56</b>
Commodities	\$24,050.00	\$15,850.00	\$10,278.74	65%	\$5,571.26
<b>Services</b>					
Audit	\$10,500.00	\$12,290.00	\$14,064.80	114%	- \$1,774.80
Professional Services	\$2,000.00	\$29,900.00	\$27,900.00	93%	\$2,000.00
Job Required Travel	\$500.00	\$500.00	\$125.63	25%	\$374.37
Utilities	\$2,250.00	\$2,900.00	\$2,383.82	82%	\$516.18
Computer/InfoTech Services	\$26,250.00	\$16,250.00	\$7,284.24	45%	\$8,965.76
Telephone Service	\$1,000.00	\$1,000.00	\$807.43	81%	\$192.57
Equipment Maintenance	\$47,125.00	\$66,125.00	\$53,622.67	81%	\$12,502.33
Conferences & Training	\$3,000.00	\$1,550.00	\$375.00	24%	\$1,175.00
All Other Services	\$10,000.00	\$14,975.00	\$12,102.06	81%	\$2,872.94
<b>Services Total</b>	<b>\$102,625.00</b>	<b>\$145,490.00</b>	<b>\$118,665.65</b>	<b>82%</b>	<b>\$26,824.35</b>
Capital	\$0.00	\$0.00	\$0.00	0%	\$0.00
Transfer to County Fund	\$3,250.00	\$3,250.00	\$0.00	0%	\$3,250.00
Interdepartment Transfers	\$57,500.00	\$57,500.00	\$57,500.00	100%	\$0.00
<b>EXPENDITURE TOTAL</b>	<b>\$714,720.00</b>	<b>\$749,385.00</b>	<b>\$685,074.83</b>	<b>91%</b>	<b>\$64,310.17</b>

**850 FUND BALANCE - 01/01/2022****Balance**

<b>FY2022 Beginning Fund Balance (unaudited)</b>	<b>\$532,881.81</b>
Reserve for Aerial Photography	- \$58,765.31
10% Restricted Reserve	- \$60,782.75
Restricted Capital and Technology Reserve	- \$94,073.61
<b>FY2022 Remaining Unreserved Fund Balance (unaudited)</b>	<b>\$319,260.14</b>

GIS Consortium  
FY2023 (01/01/2023-12/31/2023) Financial Report  
Fund 8850

REVENUE	Budgeted (Original)	Budgeted (Amended)	Actual YTD 03/31/2023	Actual % of Budget	Unrealized Balance
<b>Budgeted Local Government</b>					
Champaign County	\$329,127.00	\$329,127.00	\$0.00	0%	\$329,127.00
City of Champaign	\$81,049.00	\$81,049.00	\$0.00	0%	\$81,049.00
City of Urbana	\$40,432.00	\$40,432.00	\$0.00	0%	\$40,432.00
Douglas County	\$35,000.00	\$35,000.00	\$0.00	0%	\$35,000.00
Piatt County	\$40,000.00	\$40,000.00	\$0.00	0%	\$40,000.00
U-C Sanitary District	\$1,157.00	\$1,157.00	\$0.00	0%	\$1,157.00
University of Illinois	\$38,999.00	\$38,999.00	\$0.00	0%	\$38,999.00
Village of Mahomet	\$19,134.00	\$19,134.00	\$0.00	0%	\$19,134.00
Village of Rantoul	\$26,267.00	\$26,267.00	\$0.00	0%	\$26,267.00
Village of Savoy	\$19,155.00	\$19,155.00	\$0.00	0%	\$19,155.00
<b>Local Government Total</b>	<b>\$630,320.00</b>	<b>\$630,320.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$630,320.00</b>
Local Government Reimbursement	\$22,866.00	\$22,866.00	\$0.00	0%	\$22,866.00
Charges for Services	\$60,500.00	\$60,500.00	\$724.46	1%	\$59,775.54
Investment Interest	\$500.00	\$500.00	\$2,923.17	585%	- \$2,423.17
Maps & Data Sales	\$13,000.00	\$13,000.00	\$0.00	0%	\$13,000.00
Miscellaneous Revenue	\$0.00	\$0.00	\$0.00	0%	\$0.00
Interfund Transfers	\$58,500.00	\$58,500.00	\$0.00	0%	\$58,500.00
<b>REVENUE TOTAL</b>	<b>\$785,686.00</b>	<b>\$785,686.00</b>	<b>\$3,647.63</b>	<b>0%</b>	<b>\$782,038.37</b>
EXPENDITURE	Budgeted (Original)	Budgeted (Amended)	Actual YTD 03/31/2023	Actual % of Budget	Unencumbered Balance
<b>Personnel</b>					
Salaries & Wages	\$412,332.00	\$412,332.00	\$90,760.32	22%	\$321,571.68
Fringe Benefits	\$124,425.00	\$124,425.00	\$20,521.64	16%	\$103,903.36
<b>Personnel Total</b>	<b>\$536,757.00</b>	<b>\$536,757.00</b>	<b>\$111,281.96</b>	<b>21%</b>	<b>\$425,475.04</b>
Commodities	\$4,700.00	\$6,200.00	\$2,835.20	46%	\$3,364.80
<b>Services</b>					
Audit	\$10,500.00	\$10,500.00	\$2,625.00	25%	\$7,875.00
Professional Services	\$187,000.00	\$187,000.00	\$0.00	0%	\$187,000.00
Job Required Travel	\$500.00	\$500.00	\$0.00	0%	\$500.00
Utilities	\$2,250.00	\$2,250.00	\$0.00	0%	\$2,250.00
Computer/InfoTech Services	\$8,500.00	\$8,500.00	\$71.16	1%	\$8,428.84
Telephone Service	\$1,000.00	\$1,000.00	\$310.92	31%	\$689.08
Equipment Maintenance	\$63,375.00	\$62,875.00	\$39,152.27	62%	\$23,722.73
Conferences & Training	\$2,500.00	\$2,500.00	\$0.00	0%	\$2,500.00
All Other Services	\$9,800.00	\$9,800.00	\$810.99	8%	\$8,989.01
<b>Services Total</b>	<b>\$285,425.00</b>	<b>\$284,925.00</b>	<b>\$42,970.34</b>	<b>15%</b>	<b>\$241,954.66</b>
Capital	\$10,000.00	\$9,000.00	\$0.00	0%	\$9,000.00
Transfer to County Fund	\$3,000.00	\$3,000.00	\$0.00	0%	\$3,000.00
Interdepartment Transfers	\$58,500.00	\$58,500.00	\$0.00	0%	\$58,500.00
<b>EXPENDITURE TOTAL</b>	<b>\$898,382.00</b>	<b>\$898,382.00</b>	<b>\$157,087.50</b>	<b>17%</b>	<b>\$741,294.50</b>

**850 FUND BALANCE - 01/01/2023****Balance**

<b>FY2023 Beginning Fund Balance (unaudited)</b>	<b>\$646,583.12</b>
Reserve for Aerial Photography	- \$96,389.06
10% Restricted Reserve	- \$89,778.26
Restricted Capital and Technology Reserve	- \$75,933.49
<b>FY2023 Remaining Unreserved Fund Balance (unaudited)</b>	<b>\$384,482.31</b>





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

To: CCGISC Policy Committee  
From: Leanne Brehob-Riley, GIS Director  
Date: May 5, 2023  
Re: Proposed Changes to the CCGISC Digital Data Policy

The CCGISC Digital Data Policy defines terms, conditions, and procedures related to the distribution and use of digital data. The Policy is periodically reviewed to be consistent with the CCGISC Intergovernmental Agreement (IGA) and procedural changes. An explanation and summary of the proposed updates are provided below. All documents were reviewed by legal counsel; suggested changes were incorporated into the documents.

The current CCGISC Digital Data Policy with all appendices is located at:  
[http://www.ccgisc.org/AdminDocs/CCGISCDigitalDataPolicy\\_Complete.pdf](http://www.ccgisc.org/AdminDocs/CCGISCDigitalDataPolicy_Complete.pdf)

## CCGISC DIGITAL DATA POLICY

The proposed changes to the CCGISC Data Policy update the documented procedures to represent procedures as practiced. This involved updating and adding data categories. The initial categories included Data Custodial and Data Repository; proposed new categories include **Custodial Data**, **Repository Data**, **Production Data**, and **Hosted Data**. Additional changes were made to the Policy to account for the category updates.

A marked-up version as well as a “clean” version of the proposed changes are provided on the subsequent pages for your review.

## CCGISC DIGITAL DATA POLICY APPENDICES

A general explanation of the updates to CCGISC Digital Data Policy Digital Data Appendices are found in the table below. The updated appendices are found on the subsequent pages – marked-up versions are **not** available except for item addition and price increase on the Data Order Form.

Appendix Reference	Appendix Title	Description of Changes
<i>Current - (As Proposed)</i>	<i>Current (Updated, if updated)</i>	
Appendix A - (A)	Data Custodian List (Digital Data Category List)	less detailed; updated to reference the new data categories
<del>Appendix B - (DELETED)</del>	<del>Data Repository Agreement</del>	<del>DELETED</del>
Appendix C - (B)	Click Through Release Agreement - UIUC	no substantive changes
Appendix D - (C)	Digital Data Release - Consultant	no substantive changes
Appendix E - (D)	License Agreement - Standard	no substantive changes
Appendix F - (E)	License Agreement - Derived	no substantive changes
Appendix G - (F)	Data Order Form	added annual download subscription ( <i>download subscription previously approved, never added to order form</i> ); general format updates; created subdivision/lot bundle for \$150.00 ( <i>lots previously not offered</i> )
Appendix H - (G)	Annual License Agreement	removed date entry from first sentence; updated terms to match Appendix D and E.
Appendix I - (H)	FOIA Legal Opinion	updated to represent current SAO FOIA opinion
Appendix J - (I)	Security Guidelines	no changes; reference and contents still valid
Appendix K - (J)	UIUC Student Data Request	removed first sentence ( <i>not relevant with category changes</i> ); waiting for university to review procedures ( <i>supplied changes to be incorporated at later date</i> )
Appendix L - (K)	GIS Data Disclaimer	no substantive changes

### Champaign County GIS Consortium

Brookens Administrative Center, 1776 E Washington Street, POD 400, Urbana, IL 61802 | Phone: 217.819.3555



## Champaign County GIS Consortium (CCGISC)

### *DIGITAL DATA POLICY*

All digital data policies shall be governed by and consistent with the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium (IGA), as amended.

The Champaign County GIS Consortium (CCGISC) groups digital data into four (4) general categories – Custodial, Repository, Production, and Hosted. All digital data, regardless of category, is stored on CCGISC servers. The data is regularly backed-up and pushed off site by the County Information Technology (IT) department.

#### 1. ~~DATA CUSTODIAN~~CUSTODIAL DATA

- a. ~~Data Custodianship~~Custodial Data shall be defined as data CCGISC carrying out the responsibility to create, e, maintains, and distributes using accepted, host, backup, archive, and distribute data to accepted CCGISC standards and practices.
- b. ~~The CCGISC shall act as custodian for~~Custodial Data includes all data ~~all data~~ listed on the CCGISC Digital -Data Category Data Custodian & Repository List (Appendix A) ~~accompanied by an "X" under~~ under the column heading "Custodial Data".
- c. The ~~list of CCGISC data custodian~~ustodial Data list shall be maintained by the CCGISC Staff. Changes to the list shall be periodically reviewed ~~by the member agencies~~ and approved by CCGISC Policy the CCGISC Policy Committee. ~~A copy of the list shall be available at no charge to any member agency or member of the public.~~

#### 2. ~~DATA REPOSITORY~~REPOSITORY DATA

- a. ~~Data Repository~~Repository Data shall be defined as data created and maintained from external sources that CCGISC distributes to member agencies using accepted CCGISC standards and practices. as carrying out the responsibility to host, backup, archive, and distribute data among CCGISC members only if the data is reviewed by the member agencies and approved by the CCGISC Director.
- b. Repository Data includes all data listed on the Digital Data Category List~~The CCGISC shall act as repository for all data listed on the CCGISC Data Custodianship & Repository List (Appendix A) under the heading "Repository Data". accompanied by an "X" under the column heading "Repository".~~
- c. The ~~CCGISC data repository~~ list of Repository Data shall be maintained by the CCGISC staff. ~~Call~~ changes to the list shall be periodically reviewed ~~by the member agencies~~ and approved by the CCGISC Policy Committee. ~~A copy of the list shall be available at no charge to any member agency or member of the public.~~

- d. ~~Upon completion of a Data Repository Agreement (Appendix B), any CCGISC member may present data to be added to the Data Repository List.~~
- e. ~~The CCGISC may act as data repository for data from any other individual, agency, or corporation other than a CCGISC member, as directed by a CCGISC member, or under specific agreement, only when restrictions upon redistribution of data does not prevent distribution of this data to the CCGISC members.~~
- d. Repository Data hosted by the CCGISC as data repository will be shall only be distributed to non-members upon a written request from the only at the direction of the originating agency to the CCGISC Director.

~~d. OF THE DATA TO BE DISTRIBUTED.~~

### **3. PRODUCTION DATA**

- a. Production Data shall be defined as data CCGISC creates and maintains using accepted CCGISC standards and practices but does not directly distribute. Production Data is the source data used to create Custodial Data.
- b. Production Data includes all data listed on the Digital Data Category List (Appendix A) under the heading "Production Data".

### **4. HOSTED DATA**

- a. Hosted Data shall be defined as data CCGISC hosts on its servers for member or non-member agencies per a contractual agreement.
- b. Ownership of Hosted Data resides with the contracted agency; distribution to others is limited to contractual stipulations.
- c. Hosted Data includes all data listed on the Digital Data Category List (Appendix A) under the heading "Hosted Data".

### **3.5. DATA VERIFICATION RESPONSIBILITY**

- a. Questions pertaining to the accuracy of custodial or repository data shall be directed to the entity that is identified by name in the "Verification Responsibility" column heading of Appendix A. For repository data, verification responsibility shall be the entity that responsible for the creation of the data. ~~For custodial data, verification responsibility shall be the entity that is initially directed all questions related to data accuracy and creation.~~

### **4.6. DATA DISTRIBUTION OR DISCLOSURE TO CONSORTIUM MEMBERS**

- a. ~~CCGISC eCustodial or and~~ repository data shall be made available at no cost to ~~its the~~ CCGISC members. ~~CCGISC e~~custodial data shall be made available to University of Illinois at Urbana-Champaign ~~departments,~~ faculty, staff, and students through the University of Illinois's Webstore upon the acceptance of the University of Illinois Click-through Data Release Agreement found at Appendix ~~EB~~.
- b. Data access and availability shall meet accepted CCGISC standards and practices.
- c. Upon termination from the CCGISC and pursuant to the terms and conditions of the IGA a complete copy of ~~CCGISC e~~custodial data will be provided to the terminating member. All rights of ownership for the provided data shall remain with the CCGISC

and membership rights, including the right to redistribute the data, are forfeited upon termination.

#### **5.7. DATA DISTRIBUTION OR DISCLOSURE TO NON-MEMBERS, INCLUDING POLICIES TO PROTECT THE PRIVACY OF INDIVIDUALS**

- a. CCGISC custodial data shall be made available at no cost to non-members only 1) under specific agreement approved by the GIS Policy Committee or 2) pursuant to the execution of the Digital Data Release Agreement for **Consultants** found at Appendix **DC**. A Digital Data Release Agreement must be initiated and approved by a CCGISC member and shall be prepared and processed by the CCGISC staff only. —Additional data may be requested and provided under a previously executed Digital Data Release Agreement if the data being requested is for use with a project as described on an existing Digital Data Release Agreement.
- b. ~~CCGISC~~ custodial data may be made available at cost to non-members in accordance with Section ~~6-8~~ only upon execution of an appropriate Digital Data License Agreement - the **standard** digital data license agreement found at Appendix ~~E-D~~ or the digital data license agreement for **derived products** found at Appendix ~~FE~~. All Digital Data License Agreements shall be prepared and processed by the CCGISC staff only. All requests by non-members to purchase CCGISC data shall be forwarded to a CCGISC staff member.
- ~~b.—~~
- c. Records of data disclosure to non-members shall be maintained by the CCGISC staff. These records ~~shall be~~ available maintained for for internal review only by the CCGISC and may be released only to local law enforcement officials upon their their written request, or as otherwise required by law. [MB1]
- d. All data disclosures to non-members shall protect the privacy of individuals consistent with the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium.

#### **8. DATA SALES**

## **~~6.~~ DATA SALES**

- a. Data may be available for purchase only upon approval of the CCGISC Policy Committee. Only data for which a cost has been determined and approved by the CCGISC Policy Committee shall be available to purchase.
- b. A data order form and price list (*Appendix ~~GF~~*) shall be maintained by the CCGISC staff. The list shall be reviewed ~~by the member agencies~~ and approved by the CCGISC Policy Committee. A copy of the list shall be available at no charge to any member agency or member of the public.
- ~~c.~~ Records of all data purchases shall be maintained ~~of all data purchases~~ by the CCGISC staff. These records are available for internal review only by the CCGISC and may be released to local law enforcement officials upon their written request, or as otherwise required by law. ~~These records shall be maintained by the CCGISC for internal review only by the CCGISC and may be released only to local law enforcement officials upon their written request.~~
- c.
- d. Prior to the release of data, all data purchases shall require 1) a completed Digital Data License Agreement that is approved by CCGISC staff and 2) full payment to CCGISC staff. CCGISC staff may determine, at its discretion, to release data with a corresponding invoice prior to the receipt of payment only to local customers that have previously demonstrated a consistent record of providing full payment in a timely manner.

## **~~7.9.~~ DATA LICENSING**

- a. All data sold through the CCGISC shall be accompanied by a Digital Data License Agreement.
- b. All Digital Data License Agreements shall contain provisions which are designed to protect the CCGISC and its members through clear limitation of liability, as well as provisions which state that there is warranty of the provided data for any purpose, protect of property rights, and include remedies for violations of the Digital Data License Agreements.
- c. It shall be standard practice for Digital Data License Agreements to contain provisions that restrict the reproduction or redistribution of products derived from CCGISC data purchases outside of the Licensee's organization without permission of the CCGISC. Permission which allows for the reproduction and redistribution of CCGISC data through a derived product may be provided to the Licensee, at the discretion of the CCGISC Director, only upon execution of the Digital Data License Agreement for derived products (*Appendix ~~FE~~*).
- d. A Digital Data License Agreement shall be required for each unique data purchase unless the purchasing entity has current Agency Digital Data License Agreement (*Appendix ~~HG~~*) on file.
- ~~d.~~
- e. An Agency Digital Data License Agreement may be entered into by CCGISC and local agencies who request multiple data purchases during a calendar year. Agency licenses shall be valid for one calendar year. For Agencies holding a valid agency license, the requirement to provide a completed license agreement with each unique purchase shall be waived.

## **10. FREEDOM OF INFORMATION REQUESTS**

e. \_\_\_\_\_

## **8. FREEDOM OF INFORMATION REQUESTS**

- a. All Freedom of Information Requests for GIS data shall be addressed in accordance with the opinion of the Champaign County State's Attorney- (Appendix ~~H~~), as may be supplemented by further legal advice specific to each request. [MB2]
- ~~e.~~ Freedom of Information Requests for repository data ~~data of which the CCGISC has not been designated as the custodian will be referred~~ will be referred to the agency from which the requested data originated. Freedom of Information Requests for hosted data will be referred to the agency that retains data ownership. -
- b.

## **11. DATA SECURITY**

- a. The CCGISC Director in conjunction with any CCGISC member may determine that the distribution of custodial data to a non-member poses a security risk. This determination shall be made utilizing the FGDC guidelines found at Appendix ~~J~~ and shall be identified with the name of the member agency/agencies responsible for classifying the data as a security risk in the "Security Risk" column heading of Appendix A. Should the CCGISC member(s) and the CCGISC Director be unable to agree, the determination to classify data as a security risk will be made by a majority vote of the CCGISC Policy Committee. Security risk data will not be available for purchase from the CCGISC. CCGISC may provide security risk data to a non-member through a Digital Data Release Agreement only upon written agreement from the agency or agencies ~~unanimous agreement of the CCGISC Policy Committee members of the agencies~~ responsible for classifying the data as a security risk.
- b. Any data classified as a security risk by the University of Illinois will not be supplied to University of Illinois students, faculty or staff unless approved by the Office of Campus Emergency Planning (OCEP) following the procedures outlined in Appendix ~~K~~.
- c. All access to data through the Internet or an Intranet shall be through a secure connection or service following accepted CCGISC standards.

## **12. DATA ARCHIVES & BACKUPS**

- a. Archive copies shall be maintained for all custodial, production, and hosted GIS data. ~~Archive copies shall be stored in a safe facility.~~ All digital data, including archived data, dynamic data shall be backed up daily to an offsite facility. ~~daily.~~

## **13. COMPUTER DATA ACCESS**

- a. CCGISC members may place CCGISC custodial ~~data~~ on their website for the purpose of public viewing and printing only. CCGISC members may not place any CCGISC custodial data on their website in a way which would allow the raw data to be downloaded. CCGISC members may not publish CCGISC custodial or repository from the CCGISC servers in a manner which would allow the service to be directly consumed outside of the member organization.-
- b. If it is the intent and/or requirement of a member agency to include a disclaimer on a document that contains CCGISC custodial data, the member organization shall use the document disclaimer found in Appendix ~~L~~. It is suggested All-viewers of a web service published by a member agency that contains custodial data, first CCGISC member map

~~application webpage that contains CCGIS custodial data must first~~ view and  
acknowledge the map application disclaimer found in Appendix ~~L~~[K](#).





## Champaign County GIS Consortium (CCGISC)

### *DIGITAL DATA POLICY*

All digital data policies shall be governed by and consistent with the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium (IGA), as amended.

The Champaign County GIS Consortium (CCGISC) groups digital data into four (4) general categories – Custodial, Repository, Production, and Hosted. All digital data, regardless of category, is stored on CCGISC servers. The data is regularly backed-up and pushed off site by the County Information Technology (IT) department.

#### **1. CUSTODIAL DATA**

- a. Custodial Data shall be defined as data CCGISC creates, maintains, and distributes using accepted CCGISC standards and practices.
- b. Custodial Data includes all data listed on the Digital Data Category List (*Appendix A*) under the column heading "Custodial Data".
- c. The list of Custodial Data shall be maintained by the CCGISC staff. Changes to the list shall be periodically reviewed and approved by the CCGISC Policy Committee.

#### **2. REPOSITORY DATA**

- a. Repository Data shall be defined as data created and maintained from external sources that CCGISC distributes to member agencies using accepted CCGISC standards and practices.
- b. Repository Data includes all data listed on the Digital Data Category List (*Appendix A*) under the heading "Repository Data".
- c. The list of Repository Data shall be maintained by the CCGISC staff. Changes to the list shall be periodically reviewed and approved by the CCGISC Policy Committee.
- d. Repository Data shall only be distributed to non-members upon a written request from the originating agency to the CCGISC Director.

#### **3. PRODUCTION DATA**

- a. Production Data shall be defined as data CCGISC creates and maintains using accepted CCGISC standards and practices but does **not** directly distribute. Production Data is the source data used to create Custodial Data.
- b. Production Data includes all data listed on the Digital Data Category List (*Appendix A*) under the heading "Production Data".

#### **4. HOSTED DATA**

- a. Hosted Data shall be defined as data CCGISC hosts on its servers for member or non-member agencies per a contractual agreement.
- b. Ownership of Hosted Data resides with the contracted agency; distribution to others is limited to contractual stipulations.
- c. Hosted Data includes all data listed on the Digital Data Category List (Appendix A) under the heading "Hosted Data".

#### **5. DATA VERIFICATION RESPONSIBILITY**

- a. Questions pertaining to the accuracy of custodial or repository data shall be directed to the entity that is identified by name in the "Verification Responsibility" column heading of Appendix A. For repository data, verification responsibility shall be the entity that responsible for the creation of the data. For custodial data, verification responsibility shall be the entity that is initially directed all questions related to data accuracy and creation.

#### **6. DATA DISTRIBUTION OR DISCLOSURE TO CONSORTIUM MEMBERS**

- a. Custodial and repository data shall be made available at no cost to the CCGISC members. Custodial data shall be made available to University of Illinois at Urbana-Champaign faculty, staff, and students through the University of Illinois's Webstore upon the acceptance of the University of Illinois Click-through Data Release Agreement found at Appendix B.
- b. Data access and availability shall meet accepted CCGISC standards and practices.
- c. Upon termination from the CCGISC and pursuant to the terms and conditions of the IGA a complete copy of custodial data will be provided to the terminating member. All rights of ownership for the provided data shall remain with the CCGISC and membership rights, including the right to redistribute the data, are forfeited upon termination.

#### **7. DATA DISTRIBUTION OR DISCLOSURE TO NON-MEMBERS, INCLUDING POLICIES TO PROTECT THE PRIVACY OF INDIVIDUALS**

- a. CCGISC custodial data shall be made available at no cost to non-members only 1) under specific agreement approved by the GIS Policy Committee or 2) pursuant to the execution of the Digital Data Release Agreement for *Consultants* found at Appendix C. A Digital Data Release Agreement must be initiated and approved by a CCGISC member and shall be prepared and processed by the CCGISC staff only. Additional data may be requested and provided under a previously executed Digital Data Release Agreement if the data being requested is for use with a project as described on an existing Digital Data Release Agreement.
- b. Custodial data may be made available at cost to non-members in accordance with Section 8 only upon execution of an appropriate Digital Data License Agreement - the *standard* digital data license agreement found at Appendix D or the digital data license agreement for *derived products* found at Appendix E. All Digital Data License Agreements shall be prepared and processed by the CCGISC staff only. All requests by non-members to purchase CCGISC data shall be forwarded to a CCGISC staff member.
- c. Records of data disclosure to non-members shall be maintained by the CCGISC staff. These records are available for internal review only by the CCGISC and may be released

to local law enforcement officials upon their written request, or as otherwise required by law.

- d. All data disclosures to non-members shall protect the privacy of individuals consistent with the Intergovernmental Agreement Providing for the Creation of the Champaign County Geographic Information System Consortium.

## **8. DATA SALES**

- a. Data may be available for purchase only upon approval of the CCGISC Policy Committee. Only data for which a cost has been determined and approved by the CCGISC Policy Committee shall be available to purchase.
- b. A data order form and price list (*Appendix F*) shall be maintained by the CCGISC staff. The list shall be reviewed and approved by the CCGISC Policy Committee. A copy of the list shall be available at no charge to any member agency or member of the public.
- c. Records of all data purchases shall be maintained by the CCGISC staff. These records are available for internal review only by the CCGISC and may be released to local law enforcement officials upon their written request, or as otherwise required by law.
- d. Prior to the release of data, all data purchases shall require 1) a completed Digital Data License Agreement that is approved by CCGISC staff and 2) full payment to CCGISC staff. CCGISC staff may determine, at its discretion, to release data with a corresponding invoice prior to the receipt of payment only to local customers that have previously demonstrated a consistent record of providing full payment in a timely manner.

## **9. DATA LICENSING**

- a. All data sold through the CCGISC shall be accompanied by a Digital Data License Agreement.
- b. All Digital Data License Agreements shall contain provisions which are designed to protect the CCGISC and its members through clear limitation of liability, as well as provisions which state that there is warranty of the provided data for any purpose, protect of property rights, and include remedies for violations of the Digital Data License Agreements.
- c. It shall be standard practice for Digital Data License Agreements to contain provisions that restrict the reproduction or redistribution of products derived from CCGISC data purchases outside of the Licensee's organization without permission of the CCGISC. Permission which allows for the reproduction and redistribution of CCGISC data through a derived product may be provided to the Licensee, at the discretion of the CCGISC Director, only upon execution of the Digital Data License Agreement for derived products (*Appendix E*).
- d. A Digital Data License Agreement shall be required for each unique data purchase unless the purchasing entity has current Agency Digital Data License Agreement (*Appendix G*) on file.
- e. An Agency Digital Data License Agreement may be entered into by CCGISC and local agencies who request multiple data purchases during a calendar year. Agency licenses shall be valid for one calendar year. For Agencies holding a valid agency license, the requirement to provide a completed license agreement with each unique purchase shall be waived.

## **10. FREEDOM OF INFORMATION REQUESTS**

- a. All Freedom of Information Requests for GIS data shall be addressed in accordance with the opinion of the Champaign County State's Attorney (Appendix H), as may be supplemented by further legal advice specific to each request.
- b. Freedom of Information Requests for repository data will be referred to the agency from which the requested data originated. Freedom of Information Requests for hosted data will be referred to the agency that retains data ownership.

## **11. DATA SECURITY**

- a. The CCGISC Director in conjunction with any CCGISC member may determine that the distribution of custodial data to a non-member poses a security risk. This determination shall be made utilizing the FGDC guidelines found at Appendix I and shall be identified with the name of the member agency/agencies responsible for classifying the data as a security risk in the "Security Risk" column heading of Appendix A. Should the CCGISC member(s) and the CCGISC Director be unable to agree, the determination to classify data as a security risk will be made by a majority vote of the CCGISC Policy Committee. Security risk data will not be available for purchase from the CCGISC. CCGISC may provide security risk data to a non-member through a Digital Data Release Agreement only upon written agreement from the agency or agencies responsible for classifying the data as a security risk.
- b. Any data classified as a security risk by the University of Illinois will not be supplied to University of Illinois students, faculty or staff unless approved by the Office of Campus Emergency Planning (OCEP) following the procedures outlined in Appendix J.
- c. All access to data through the Internet or an Intranet shall be through a secure connection or service following accepted CCGISC standards.

## **12. DATA ARCHIVES & BACKUPS**

- a. Archive copies shall be maintained for all custodial, production, and hosted data. All digital data, including archived data, shall be backed up daily to an offsite facility.

## **13. COMPUTER DATA ACCESS**

- a. CCGISC members may place CCGISC custodial data on their website for the purpose of public viewing and printing only. CCGISC members may not place any CCGISC custodial data on their website in a way which would allow the raw data to be downloaded. CCGISC members may not publish CCGISC custodial or repository from the CCGISC servers in a manner which would allow the service to be directly consumed outside of the member organization.
- b. If it is the intent and/or requirement of a member agency to include a disclaimer on a document that contains CCGISC custodial data, the member organization shall use the document disclaimer found in Appendix K. It is suggested viewers of a web service published by a member agency that contains custodial data, first view and acknowledge the map application disclaimer found in Appendix K.



## Digital Data Category List

<b>CUSTODIAL DATA</b>	<b>Verification Responsibility</b>
<b>Enterprise Geodatabases</b>	
<b>CCGISV</b> (all data except as listed under Repository Data)	CCGISV
<b>CCGISR</b>	CCGISV
<b>ccgiscHistoric</b>	CCGISV
<b>REPOSITORY DATA</b>	<b>Verification Responsibility</b>
<b>Enterprise Geodatabases</b>	
<b>CCGISV</b>	
ConservationReserveProgram	USDA/CCSWCD
DrainageDistricts	USDA/CCSWCD
WoodedAreas	USDA/CCSWCD
<b>DFIRM</b> feature dataset	FEMA
Soils	USDA/CCSWCD
<b>OutsideAgencies</b> feature dataset	Various (MTD, ISGS, UIUC, COC, Urbana, USGS)
<b>UCSD</b> feature dataset	UCSD
<b>ParksRecreation</b> feature dataset	RPC
<b>CensusData</b>	US Census Bureau
<b>PRODUCTION DATA</b>	<b>Verification Responsibility</b>
<b>Enterprise Geodatabases</b>	
<b>ccgiscParcelFabric</b>	CCGISV
<b>ccgiscProduction</b>	CCGISV
<b>SanitarySewer</b>	CCGISV
<b>ccgiscWork</b>	CCGISV
<b>AddressDatabase</b>	CCGISV/Addressing Jurisdictions

HOSTED DATA	Ownership	
Enterprise Geodatabases		
IDOT	IDOT	
Douglas	Douglas County	
Mahomet	Village of Mahomet	
Piatt	Piatt County	
Piattr	Piatt County	
Urbana	City of Urbana	
UrbanaProjects	City of Urbana	
Lucity	City of Urbana	
SECURITY RISK	Security Risk Agency	Verification Responsibility
Enterprise Geodatabases		
CCGISV		
EMA feature dataset	County	EMA
SanitarySewer feature dataset	University	CCGISC
StormmSewer feature dataset	University	CCGISC

# UNIVERSITY OF ILLINOIS CLICK-THROUGH DATA RELEASE AGREEMENT

This License Agreement (“Agreement”) is made and entered into by and between the Champaign County Geographic Information System Consortium (“CCGIS”) and any University of Illinois at Urbana-Champaign enrolled student or University of Illinois at Urbana-Champaign faculty or staff member on behalf of an Academic or Administrative Department with a valid Net ID (“User”) who completes the registration process and downloads the CCGISC GIS data vector layers and/or raster imagery (“Data”). CCGISC and User are collectively referred to as the “parties”.

## 1. Service Terms and Limitations

- a. *Description.* The Data is proprietary to CCGISC. User’s access to the Data is licensed and not sold.
- b. *Format.* All vector Data is provided in a digital format within an ESRI file geodatabase. All raster data is provided in a compressed image format. The type of compressed image format varies with acquisition year.
- c. *Equipment.* User shall be solely responsible for all equipment and software necessary to download, access, view, and utilize the Data.

## 2. Limitations and Prohibited Uses

- a. *Credits.* Source to list: **Champaign County GIS Consortium**  
Any hard copy, digital or web-based documents/maps that are distributed outside of the User or the User’s department, either by permission of CCGISC or in a “view-only” capacity, utilizing any of the Data, modified or otherwise, shall clearly indicate CCGISC as the data source. If the User has modified or supplemented the Data in any way, the User is obligated to describe the types of modifications or supplementation they have performed within the publication. The User specifically agrees to not misrepresent any Data, nor to expressly or impliedly state any changes made in the Data have been approved by CCGISC unless prior written approval by CCGISC has been obtained.
- b. *Protection of Proprietary Rights.* Reproduction, resale, or redistribution of digital Data by the User for use by others or outside of the User’s department, in whole or in part, is expressly forbidden. Notwithstanding the above prohibition, digital Data may be distributed in a “**view-only**” capacity on hardcopy, through digital documents or web-based maps if appropriately credited as set forth above. Reproduction or redistribution of digital Data products derived from the provided digital Data for use outside of the User’s department is expressly forbidden without prior permission in writing from CCGISC.

## 3. Disclaimer of Warranties

The Data is 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. Changes may be periodically made to the Data herein; these changes may or may not be incorporated in any new version of the publication. Data may become out of date. It is recommended that careful attention be paid to the contents of the Data. Should the User find any errors or omissions, please report them to CCGISC.

#### **4. 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 the Data by the User for payment of 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.

#### **5. Remedy for Violation**

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

#### **6. User Representation and Information**

User represents and warrants to CCGISC that: (a) User is over the age of eighteen (18) and has the power and authority to enter into and perform the User obligations under this Agreement; (b) all the information provided by User to CCGISC is truthful, accurate and complete; (c) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth at Section 5; and (e) User has provided and will provide accurate and complete registration information, including, without limitation, User's legal name, University of Illinois NET ID, e-mail address and telephone number.



## FORM FIELDS

University of Illinois NET ID

User First Name

User Last Name

User e-mail address

University Affiliation Type (check box or down)

Student

Faculty

Staff

- If student chosen prompt them to enter department of major (undeclared is acceptable)
- If Faculty or Staff chosen prompt them to enter Academic or Administrative Department

## ACCEPTANCE AREA

7. **BY CLICKING THE ACCEPT BUTTON, ACCESSING, USING OR DOWNLOADING ANY PART OF THE DATA, THE USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF THE USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING "DO NOT ACCEPT" MUST BE SELECTED, THIS TRANSACTION WILL PROMPTLY BE CANCELED AND USER MAY NOT ACCESS, DOWNLOAD OR USE ANY PART OF THE DATA.**

I agree to the terms of this Agreement and agree not to redistribute the provided data.

ACCEPT

I do not agree to the terms of the Agreement

DO NOT ACCEPT

CCGIS Information:



Champaign County GIS Consortium

1776 East Washington Street

Urbana, Illinois 61802

Phone (217) 819-3555 Fax (217) 384-3896

<http://www.ccgisc.org>



## ***Digital Data Release Agreement***

### **Champaign County GIS Consortium**

1776 East Washington Street

Urbana, Illinois 61802

Phone (217) 819-3555

<http://www.ccgisc.org>

### **LICENSE AGREEMENT FOR USE of CHAMPAIGN COUNTY GIS CONSORTIUM DATA BY CONSULTANTS ON A MEMBER AGENCY PROJECT**

#### **DATA DISTRIBUTION**

Data distribution shall be requested from the Champaign County GIS Consortium (CCGISC). All Digital data is provided for distribution by E-MAIL or via the Champaign County GIS Consortium (CCGISC) download site unless other media is agreed upon.

#### **NO WARRANTY**

The data files are provided "as is". There is no guarantee or warranty concerning the accuracy of information contained in the data. **No warranty is made, either expressed or implied, as to any other matter whatsoever, including, without limitation, the condition of the product, or its fitness for any particular purpose.** The burden for determining fitness for use lies entirely with the user.

#### **LIMITATION OF LIABILITY**

In no event shall any of the agencies who are part of the CCGISC have any liability whatsoever resulting from the use of CCGISC Data by the Consultant with whom CCGISC has entered into this License Agreement for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of use of or reliance on the data or arising out of the delivery, installation, operation, or user support relating to the same.

#### **PROTECTION OF PROPRIETARY RIGHTS**

Reproduction or redistribution of the data or products derived there from outside the Consultant's organization or entity is expressly forbidden. The data shall only be used by the Consultant only on the specified project for the unit of local government. The Consultant may not further reproduce or redistribute the data beyond the scope of the specified project. Upon project completion all files containing any source data or products derived there from shall be returned by the Consultant to CCGISC, all copies of CCGISC data installed on all the Consultant's computers shall be removed by the Consultant, and all backup copies made by the Consultant shall be destroyed by the Consultant. None of the data shall be electronically duplicated by the Consultant by any means for use by others, in whole or in part, without express written permission of the CCGISC. Resale of the data by the Consultant is prohibited.

#### **CREDITS**

Source to list: ***Champaign County GIS Consortium***

Any hard copies made by the Consultant utilizing any of the data shall clearly indicate the source. If the Consultant has modified or supplemented the data in any way, the Consultant is obligated to describe the types of modifications or supplementation they have performed on the hard copy map. The Consultant specifically agrees not to misrepresent any data, nor to express or imply any changes made in the data have been approved unless actual prior approval by CCGISC has been obtained.

#### **REMEDY FOR VIOLATION**

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

*The digital data is authorized to:*

\_\_\_\_\_  
BUSINESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
CITY, STATE, ZIP

*pursuant to the terms and conditions listed in this LICENSE AGREEMENT. The data is provided for use in completing the following project:*

\_\_\_\_\_  
PROJECT

\_\_\_\_\_  
DATA REQUESTED

for the: \_\_\_\_\_

GIS CONSORTIUM MEMBER AGENCY

MEMBER REPRESENTATIVE NAME

\_\_\_\_\_  
MEMBER REPRESENTATIVE PHONE and EMAIL ADDRESS

*The Consultant hereby agrees to the terms and conditions in the attached LICENSE AGREEMENT and agrees to abide by same.*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

COMPLETE AND E-MAIL TO:

[ccgisc@co.champaign.il.us](mailto:ccgisc@co.champaign.il.us)

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



# Digital Data License Agreement

## Standard

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 provides the Licensee the ability to utilize purchased Champaign County Geographic Information System Consortium ("CCGISC") data obtained through an Annual Download Subscription Purchase **OR** a One-time Data Purchase according to the terms and conditions of 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 requested data layers as found on [Data Request Form](#).

## 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

Reproduction, resale, or redistribution of the digital data for use by others outside of the Licensee's organization or entity is expressly forbidden. Notwithstanding the above prohibition, digital data may be distributed by the Licensee in a "view-only" capacity on hardcopy, through digital documents or web-based maps if appropriately credited as set forth below. Reproduction or redistribution of digital data products derived from the provided digital data for use outside Licensee's organization is expressly forbidden without prior permission in writing from CCGISC. The data provided by CCGISC shall remain the property of CCGISC, which shall retain all rights commensurate with ownership, including the right to sell, release, license, use, or provide the data to others as it deems appropriate in its sole discretion.

### 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

Source to list: **Champaign County GIS Consortium**

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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

\_\_\_\_\_  
Licensee 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

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## Appendix A – Downloadable CCGISC Data Layers

Street Centerlines  
Hydrology Centerlines  
Stream Polygons  
Lakes  
Tax Parcel Points (*Assessment Data NOT included*)  
Tax Parcel Polygons (*Assessment Data NOT included*)  
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





# 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 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 requested data layers as found on [Data Request Form](#).

## **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

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#### 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.

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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: \_\_\_\_\_

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Municipal Annexations  
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County Board Districts  
State Representative Districts  
Voting Precincts

### **Taxing Districts**

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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.]



# Digital Data Order Form

<b>Customer:</b>	
Date:	
PO #:	
Contact:	
Phone:	
Email:	

To purchase Champaign County GIS data, complete this form and return to [ccgisc@co.champaign.il.us](mailto:ccgisc@co.champaign.il.us).

Credit card payments are processed via PayPal and subject to an approximate 3% convenience fee.

*Checks payable to:*

**Champaign County GIS Consortium**

1776 E. Washington St.  
Urbana, IL 61802  
Phone: 217-819-3555

*Questions? Call (217) 819-3555 or email [ccgisc@co.champaign.il.us](mailto:ccgisc@co.champaign.il.us)*

## ORDER INFORMATION

### GIS Data Subscription

**Cost:** \$250.00/year

**Download Format:** geodatabase, shapefile, dxf, dwg, or dgn

Subscribers receive a login to the Champaign County Public Interactive Map - <http://maps.ccgisc.org/public/>.  
The login allows **download** access to the following countywide data layers:

- Street Centerlines
- Hydrology Centerlines
- Stream Polygons
- Lake Polygons
- Tax Parcel Points \*
- Tax Parcel Polygons \*
- Subdivisions/[Lots](#)
- Civil Townships
- Municipal Boundaries
- Municipal Annexations
- County Board Districts
- State Representative Districts
- Voting Precincts
- School Districts
- High School Districts
- Community College Districts
- Forest Preserve Districts
- Fire Districts
- Library Districts
- Park Districts
- Public Health Districts
- Cemetery Districts
- UC Sanitary Districts
- Mass Transit Districts
- Multi Assessor Districts
- Township Road / Bridge Districts

*\* Tax parcel layers only include the parcel number attribute.*

## One-time Individual Order Form

All orders subject to a \$11.25 set-up fee

Item:	Cost:	Qty:	Total:
<b>Administrative, Political and Taxing District Boundaries</b> ( <i>entire county</i> )			
Administrative Boundaries – Municipal, Civil Township, UCSD	\$50.00		
Administrative Boundary Annexations – Municipal, Civil Township, UCSD	\$50.00		
Political Boundaries (State Representative Districts, County Board District and Precincts)	\$50.00		
Taxing Districts (school districts only)	\$75.00		
Taxing Districts (all taxing districts including school districts)	\$125.00		
<b>Parcel Data</b>			
Parcel Polygons – entire county*	\$100.00		
Parcel Polygons – subset (\$20 minimum purchase)*	\$0.01 / polygon		
Parcel Boundary Line Features – entire county	\$100.00		
Subdivisions/ <u>Lots</u> – entire county	<del>\$80</del> 150.00		
* Tax parcel polygons only include the parcel number attribute			
<b>Topographic Data</b> (2500' x 2500' tiles)			
Contour Data	\$2.50 / tile		
<b>Planimetric Data</b> ( <i>provided in ESRI shape format</i> )			
Road Centerlines - entire County (no Addresses)	\$50.00		
Road Centerlines - entire County (w/Addresses)	\$250.00		
Hydro Group – entire county	\$100.00		
<b>Prints</b> ( <i>print orders subject to minimum \$11.25 set-up charge</i> )			
Large Format Prints (standard maps)	\$1.50 / sq ft		
Laser Prints 8.5 x 11 or 8.5 x 14	\$1.00		
Laser Prints 11 x 17	\$1.50		
<b>Assessment Data</b> ( <i>as attributes w/parcel data – or provided as .dbf table</i> )			
Parcel master table	\$0.05 / record		
Parcel sales table	\$0.05 / record		
Parcel master table - full file (entire County)	\$1,500.00		
Parcel sales table – full file (entire County)	\$500.00		
<b>Ortho-Imagery</b>			
<b>Uncompressed TIF Tiles</b>			
Ortho-imagery Tiles (standard procedure is to provide as .TIF images - MrSid images may also be available - please specify preference when submitting request) 2002 Black & White 6" pixel resolution for urbanized areas, 2' countywide 2005 Color 6" pixel resolution for urbanized areas, 2' countywide 2008 Color 6" pixel resolution for urbanized areas, 2' countywide 2011 Color 6" pixel resolution coverage of Champaign, Urbana, Mahomet and Savoy—1' pixel size countywide 2014 Color 6" pixel resolution countywide 2017 Color 6" pixel resolution countywide 2020 Color 6" pixel resolution countywide See index maps showing tile coverage details	\$1.25 / tile 2014 and older  \$2.50 / tile 2017 – present		



Item:	Cost:	Qty:	Total:
Ortho-Imagery			
Compressed Image Tiles (MrSid and/or Jpeg2000)			
2008 Color 6" pixel resolution for urbanized areas, 2' countywide	\$0.75 / tile 2008 and 2011		
2011 Color 6" pixel resolution coverage of Champaign, Urbana, Mahomet and Savoy—1' pixel size countywide			
2014 Color 6" pixel resolution countywide	\$1.25 / tile 2017 and 2020		
2017 Color 6" pixel resolution countywide			
2020 Color 6" pixel resolution countywide			
– See <a href="#">index maps</a> showing tile coverage details			
High Resolution Compressed Image Mosaics (MrSid and/or Jpeg200)			
2002 Black & White - 6" pixel resolution for urbanized areas	\$440		
2005 Color - 6" pixel resolution for urbanized area	\$780		
2008 Color - 6" pixel resolution for urbanized area	\$850		
2011 Color - 6" pixel resolution for Champaign, Urbana, Mahomet and Savoy	\$780		
2014 Color - 6" pixel resolution County-wide	\$6,520		
2017 Color- 6" pixel resolution County-wide	\$3,260		
2020 Color- 6" pixel resolution County-wide	\$6,560		
2020 Color - 6" pixel resolution Champaign only	\$500		
2020 Color - 6" pixel resolution Urbana only	\$430		
2020 Color - 6" pixel resolution Savoy only	\$220		
2020 Color - 6" pixel resolution Rantoul only	\$360		
2020 Color - 6" pixel resolution Mahomet only	\$400		
2020 Color - 6" pixel resolution University only	\$220		
Low Resolution Compressed Image Mosaics (MrSid and/or Jpeg200)			
2002 Black & White – 2' pixel resolution County-wide	\$200 / mosaic		
2005 Color – 2' pixel resolution County-wide			
2008 Color – 2' pixel resolution County-wide			
2011 Color – 2' pixel resolution County-wide	\$360		
Set Up			
Set up Fee: \$45 / hour – billed in ¼ hour increments	\$45.00 / hr		
Total Amount:			

All orders subject to a \$11.25 set-up fee



# Digital Data License Agreement

ANNUAL

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

THIS AGREEMENT is between \_\_\_\_\_, herein called the "Agency", and the Champaign County GIS Consortium, herein called the "CCGISC".

The Agency desires to purchase digital data from the CCGISC on one or more occasions during the term of this Agreement. The parties therefore agree to the following terms and conditions as part of this Agreement to facilitate the Agency purchase of digital data from the CCGISC.

## ALL INCLUSIVE

All data provided to the Agency by the CCGISC under this Agreement during the term specified shall be subject to this Agreement.

## TERM

The term of this Agreement shall be from January 1, 20XX to December 31, 20XX.

## DATA DISTRIBUTION

All Digital data provided by the CCGISC to the Agency pursuant to this Agreement shall be 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

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#### CREDITS

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The Agency hereby agrees to the terms and conditions in the attached LICENSE AGREEMENT and agrees to abide by same.

Agency:

Printed Name:

Title:

Street Address:

Date:

E-Mail Address:

Signature

Intended use for data:

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

**Julia R. Rietz**  
State's Attorney

**Matthew P. Banach**  
Chief of the Civil Division  
email: mbanach@co.champaign.il.us



Courthouse  
101 East Main Street  
P. O. Box 785  
Urbana, Illinois 61801  
Phone (217) 384-3733  
Fax (217) 384-3816

**Office of  
State's Attorney  
Champaign County, Illinois**

October 18<sup>th</sup>, 2022

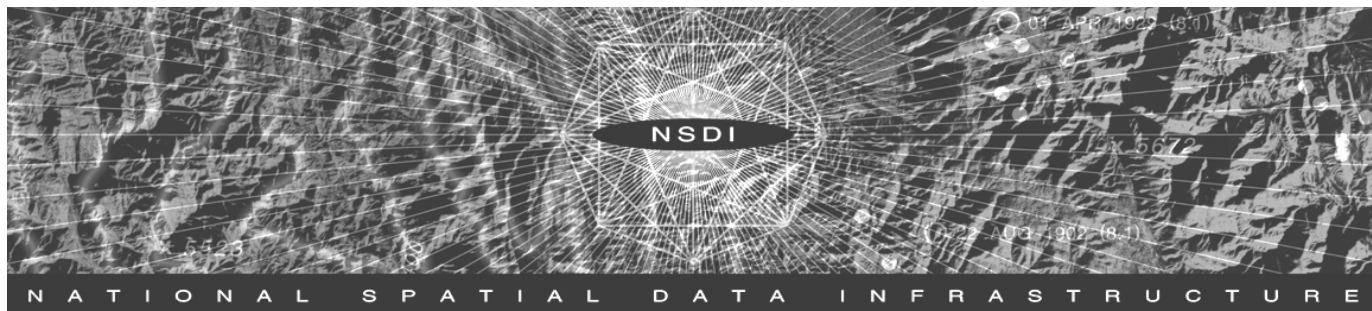
I have been requested to provide a legal opinion as to whether any GIS data or related products based on GIS data are subject to disclosure pursuant to the Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*

Section 7(1)(i) of FOIA provides in relevant part that the following shall be exempt from inspection and copying: *"(i) Valuable formulae, computer geographic systems, designs, drawings and research data obtained or produced by any public body when disclosure could reasonably be expected to produce private gain or public loss. The exemption for "computer geographic systems" provided in this paragraph (i) does not extend to requests made by news media as defined in Section 2 of this Act [5 ILCS 140/2] when the requested information is not otherwise exempt and the only purpose of the request is to access and disseminate information regarding the health, safety, welfare, or legal rights of the general public."* See 5 ILCS 140/7(1)(i).

CCGIS, just like any other public body subject to FOIA, should review the specifics of each FOIA request to ensure that any exemption(s) claimed are appropriate to the relevant facts and specifics of each request. That said, it is my legal opinion that it is very likely that the exemption available pursuant to Section 7(1)(i) of FOIA will be routinely applicable to requests for GIS data and related information, presuming that it remains factually accurate in each instance that disclosure of such data could be reasonably expected to produce private gain or public loss. Such factual considerations may include, but need not necessarily be limited to, instances where the data requested is normally subject to a digital data license agreement or similar arrangement where the agreement includes important precautionary restrictions, as disclosure via FOIA would produce both private gain and public loss by evading a proper license and its protections.

Separately, recall that a public body is not required to copy public records available online. See 5 ILCS 140/8.5. To the extent, if any, CCGIS may deem it feasible and choose to provide online access to additional data beyond what is already currently available, this provision could also alleviate some FOIA disclosure burdens.

Sincerely,  
Matthew P. Banach  
Chief of the Civil Division  
Champaign County SAO



Final

June 2005

## Guidelines for Providing Appropriate Access to Geospatial Data in Response to Security Concerns

### What is the purpose of the guidelines?

Many public, private, and non-profit organizations originate and publicly disseminate geospatial data. Dissemination is essential to the missions of many organizations and the majority of these data are appropriate for public release. However, a small portion of these data could pose risks to security and may therefore require safeguarding. Although there is not much publicly available geospatial information that is sensitive (Baker and others, 2004, page 123), managers of geospatial information have safeguarded information using different decision procedures and criteria.

The guidelines provide standard procedures to:

1. Identify sensitive information content of geospatial data that pose a risk to security.
2. Review decisions about sensitive information content during reassessments of safeguards on geospatial data.

Additionally, the guidelines provide a method for balancing security risks and the benefits of geospatial data dissemination. If safeguarding is justified, the guidelines help organizations select appropriate risk-based safeguards that provide access to geospatial data and still protect sensitive information content.

The guidelines do not grant any new authority and are to be carried out within existing authorities available to organizations. They apply to geospatial data irrespective of the means of data access or delivery method, or the format.

### How are the guidelines organized?

The guidelines provide a procedure consisting of a sequence of decisions (see Figure 1) that an originating organization should make about geospatial data. Each decision is accompanied by related instructions and discussion.

The decision sequence is organized using the following rationale:

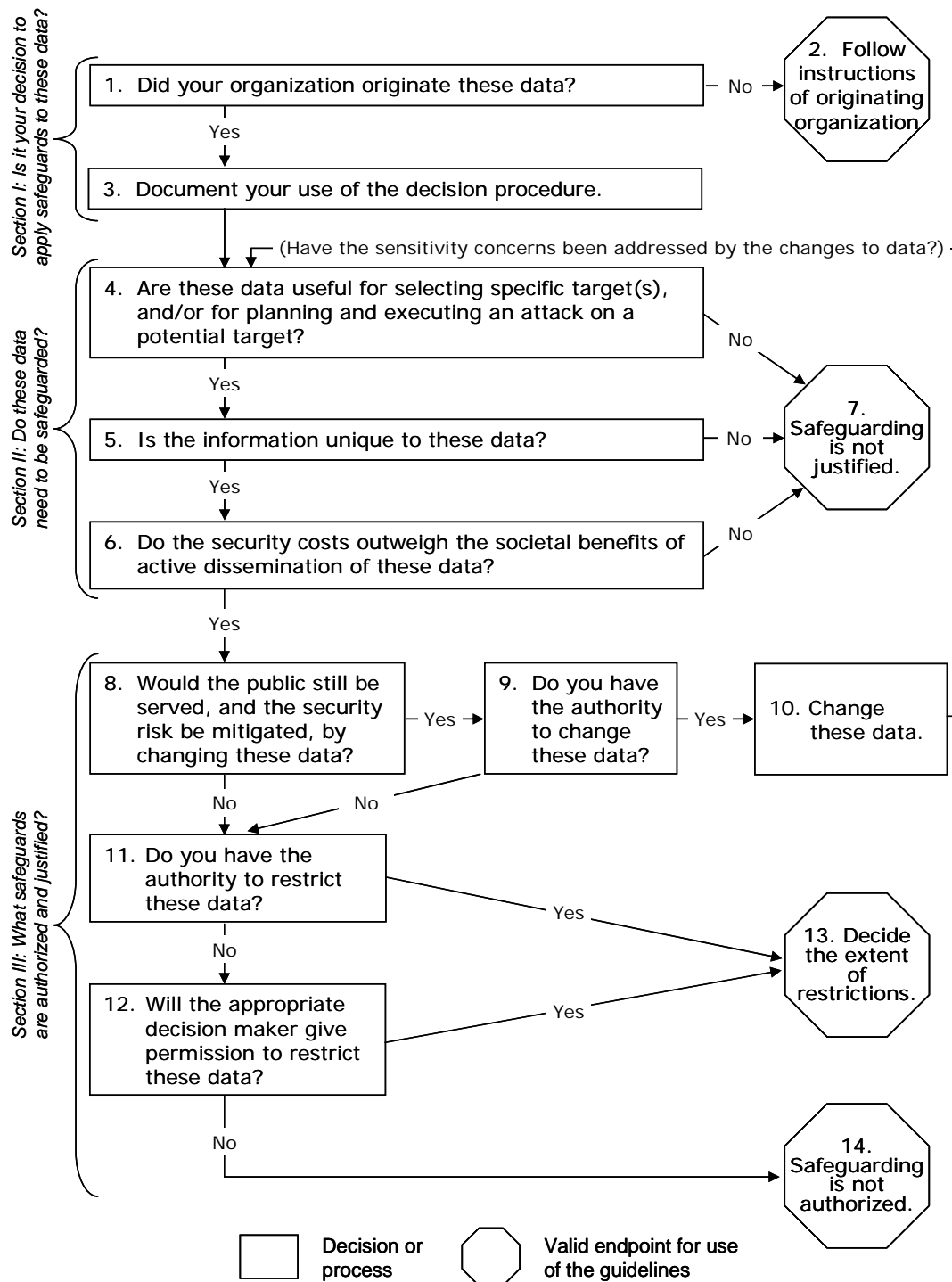
- I. Do the geospatial data originate in the organization? If not, the organization is instructed to follow the instructions related to safeguarding that accompany the data.
- II. If the geospatial data originate in the organization, do the data need to be safeguarded? This decision is based on three factors:
  - Risk to security: Are the data useful for selecting one or more specific potential targets, and/or for planning and executing an attack on a potential target?
  - Uniqueness of information: If the data contain information that pose a security risk, is this sensitive information difficult to observe and not available from open sources?
  - Net benefit of disseminating data: If the sensitive information poses a risk to security and is unique to the geospatial data, do the security costs of disseminating the data outweigh the societal benefits of data dissemination?
- III. If the data need to be safeguarded, what safeguards are justified? The guidelines offer two options:
  - Change the data: Change the data to remove or modify the sensitive information and then make the changed data available without further safeguards. Organizations are advised to review the changed data to ensure that the change(s) dealt effectively with the security concern.

- **Restrict the data:** Establish restrictions, commensurate with the assessed risk, on access to, use of, or redistribution of the data.

In both cases, organizations are advised to ensure that they have the authority to safeguard the data. If

they do not have the authority, they may seek it from an appropriate decision maker. The decision maker may provide the authority to safeguard the data, overrule the conclusion that the data require safeguarding, or find that there are no legal means to safeguard the data.

Figure 1. Decision Tree for Providing Appropriate Access to Geospatial Data in Response to Security Concerns



## Why were the guidelines developed?

Geospatial data play a vital role in the United States. They underpin one-half of the Nation's domestic economic activities (National Academy of Public Administration, 1998, page 11), aid our international competitiveness, support a large array of Federal, state, local, and tribal government activities, and serve the general public.

In the United States many public and private organizations and individuals originate geospatial data and make them available to the public. Because of this condition centralized control of information is not viable and decision making about the sensitivity and safeguarding of geospatial data will be decentralized.

Although there is not much publicly available geospatial information that is sensitive, organizations have safeguarded geospatial information based on the use of differing procedures and criteria. Some organizations have curtailed access without assessing the risk to security, the significance of consequences associated with improper use of the data, or the public benefits for which the data were originally made available. Contradictory decisions and actions by different organizations easily can negate each organization's actions.

Guidelines for identifying sensitive data, determining risks associated with them, and assessing their benefits help the geospatial data community in several ways. They help organizations take appropriate actions by evaluating the sensitive content in the context of other available information, the benefits lost by restricting data access, and the options for safeguarding data. Use of guidelines can frame discussions about the importance of making data publicly accessible and encourage the development of consensus decisions. Use of a common, standardized approach to the identification of geospatial data that have sensitive content and to the appropriate safeguarding of such information will increase the consistency among individual organization's actions. The guidelines help organizations decide on reasonable access to sensitive data and avoid unnecessary safeguards that unduly restrict public access to geospatial data.

## On what premises are the guidelines based?

The guidelines strike a balance among these principles:

- Provide appropriate safeguarding for information that could potentially be used to inflict significant harmful consequences to public safety or security of property.

- Provide for the free flow of information between the government and the public essential to a democratic society. This flow of information enables both informed public participation in decision-making and private reuse of government information. It is also essential to minimizing the burden of government paperwork on the public, minimizing the cost of government information activities, and maximizing the usefulness of government information.
- Recognize that geospatial data often have value to organizations other than the organization that originates the data. The fundamental tenet of the National Spatial Data Infrastructure to "build once and share or use many times" should be supported to the maximum feasible extent.
- Continue the benefits that accessible geospatial data provide to the Nation's economic and scientific enterprises.
- Provide and continue public access to information needed to implement and enforce laws and regulations for the protection of public health and safety and the environment, land management, and other public purposes.
- Enable the sharing of information among organizations as needed to allow them to accomplish their missions and goals.
- Promote the economical management and maintenance of government information and avoid duplication.

These principles are drawn from relevant policies, including Federal and state laws and related implementation instructions regarding freedom of information and public records; information management; the public's right to participate in government policy development and decision making; the public's right to review information used in government decision making; the public's "right to know"; protection of sensitive information for national security and homeland security reasons; prohibition of transactions with persons who commit, threaten to commit, or support terrorism; and government depository libraries. Appendix 1 contains a sample list of these policies. Analyses from the RAND Corporation report "Mapping the Risks: Assessing the Homeland Security Implications of Publicly Available Geospatial Information" (Baker and others, 2004) were considered in developing the guidelines. Work by the



National States Geographic Information Council (National States Geographic Information Council, 2002) provided the basis for the decision-making approach used in the guidelines.

### **To whom are the guidelines directed?**

The guidelines are directed at organizations that originate geospatial data and are interested in disseminating data publicly, but are concerned that such actions may pose a risk to security. Persons using the guidelines should be knowledgeable about their organization's authorities, policies, and decision making processes related to data access; the potential security risks posed by dissemination of the geospatial data; the benefits that users receive from the organization's data and the impacts of changes to data access on these users; and the ability to evaluate the information content and utility of geospatial data and compare them to other sources of information. Decisions must also be made with full knowledge and participation on the part of the executive management of the organization.

If the originating organization is uncertain about the potential security consequences of disseminating geospatial data, it should seek advice from others including legal counsel, security organizations, and facility operators. Law enforcement and emergency management agencies experienced in homeland security matters are sources of advice on the likelihood of an attack scenario and the potential consequences of such an event. Remember, however, that such advice may tend to overestimate the security risks posed by geospatial data and is unlikely to include consideration of the broad range of alternate information sources available from the geospatial and other communities. For those reasons, care should be taken to familiarize advisors with the current state of geospatial data uses and availability so that the originating organization receives practical and useful advice. That said, the responsibility for making decisions about safeguarding ultimately rests with the originating organization.

Assessments of risks and costs must also be balanced with a full understanding of the benefits of data dissemination. Originating organizations should seek advice from the known or potential users regarding the benefits of the information. Keep in mind that benefits are often highly decentralized. Benefits to geospatial data users outside the originating organization (secondary users) can be greater than those to users within the originating organization (primary users). Outside (secondary) users may receive data directly from originating organizations or indirectly

through intermediaries such as libraries or companies that repackage or add value to data.

### **What terms are used in the guidelines?**

authority – permission; the power to act that is officially or formally granted.

change – to make different in some particular aspect; to undergo a loss or modification. For the guidelines, the idea of “changing” geospatial data (see Steps 8 through 10) includes removing sensitive information and reducing the sensitivity by generalizing the data (that is, reducing the level of detail).

choke point – a strategic narrow route providing passage through or to another region; a strategic point in a transportation, transmission, or communication route which limits movement of traffic, commodities, or information to areas and regions beyond it.

disinformation – misinformation that is deliberately disseminated in order to influence or confuse adversaries.

geospatial data – data that identify the geographic location and characteristics (attributes) of natural or constructed features and boundaries on the earth. These data may be derived from, among other things, remote sensing, mapping, and surveying technologies.

metadata – data about data; data that describe the content, quality, condition, and other characteristics of data.

open-source information – publicly available information (that is, information that any member of the public could lawfully obtain by request or observation), as well as other unclassified information that has limited public distribution or access (including information from companies, academia, and other sources). Access to such information may or may not require payment. Examples of open-source information include all types of media, government reports and other documents, scientific research and reports, commercial vendors of information, and the Internet.

opportunity cost – the benefit foregone from not using a good or resource (geospatial data in the case of the guidelines) in its best use.

originating organization – an organization or individual that develops or sponsors the development of geospatial data.

**redact** – to prepare for publication or presentation by removing information and indicating that it was removed.

**restrict** – to limit access to, use of, or redistribution of data.

**safeguard** – an activity intended to protect by preventing something from happening; a process, procedure, technique, or feature intended to mitigate the effects of risk. As a verb, to provide a safeguard for.

### **What concerns are not addressed by the guidelines?**

Internal procedures for protecting data: The guidelines assume that organizations already have procedures for handling sensitive data internally. These procedures would include the handling of data by the organization's agents, such as contractors.

Ability to implement the guidelines: The guidelines assume that organizations have executive and management officials who have the authority to take the actions recommended in the guidelines, mechanisms to coordinate with other organizations so as to jointly act in safeguarding data identified as being sensitive, and methods to coordinate outside requests for data among appropriate parties within the organization. The guidelines do not address internal procedures needed to carry out the guidelines, the costs of implementing the guidelines, or ways to fund such costs.

Enforcement of restrictions on "downstream" users: The legitimate sharing of sensitive data raises questions about chains of control and the ability to enforce an originator's restrictions and any subsequent changes thereto on "downstream" users. Other than urging them to respect the restrictions assigned by originating organizations, the guidelines do not directly identify the responsibilities of organizations that receive or add value to data, or of intermediaries such as libraries, distributors, and other information brokers.

Review of decisions in response to changing environments: Decisions made about the sensitivity of geospatial data and the safeguards that are appropriate for sensitive data will inevitably change over time. Reasons include better understanding of security risks, changes in the value of geospatial data through time, and changes in competing means of gathering information. Reviews of decisions can result in a decrease, an increase, or no change in access. Altering the access to geospatial data affects not only the originating organization, but also "downstream" organizations.

### Decisions about the sensitivity of derived geospatial data:

Derived geospatial data, which are developed by combining or querying one or more data sets, present special challenges, especially if the source data are sensitive. Such derived works may or may not be sensitive. In addition to using the guidelines to evaluate the derived data set, organizations that develop derived data sets should contact the originators of sensitive source data to determine whether the derived data are also sensitive.

### Appeals of an originating organization's decisions:

Organizations should only use the guidelines to make decisions that are permitted by existing authorities. Appeals about such decisions are therefore made using procedures available under the authority cited by the originating organization.

### **Under what authority are the guidelines issued?**

The Federal Geographic Data Committee issues the guidelines under the authority provided by U.S. Office of Management and Budget Circular A-16 to establish procedures necessary and sufficient to carry out interagency coordination and to implement the National Spatial Data Infrastructure.

### **When will the guidelines be reviewed, and when will they expire?**

The Federal Geographic Data Committee will review these guidelines no later than five years after the date of approval. Factors to be considered include changes in security risks and the business practices of the geospatial data community, and an assessment of the degree to which the guidelines have accomplished their purpose.

The guidelines expire when superseded or when withdrawn by the Federal Geographic Data Committee.

## **Decision Procedure**

The decision procedure is provided in the form of a decision tree (see Figure 1) and the following related instructions and discussion.

Note that the procedure has been followed correctly only when you reach one of the following: Step 2, Step 7, Step 13, or Step 14.

### **Section I: Is it your decision to apply safeguards to these data?**

#### **Step 1 – Did your organization originate these data?**

If the answer to the question is no go to Step 2. If the answer is yes go to Step 3.

*Discussion:* If your organization did not originate the geospatial data you should not make decisions about safeguarding the data.

#### **Step 2 – Follow instructions of the originating organization.**

When you reach this step your use of the decision procedure is complete.

*Discussion:* You should honor any instructions that accompany the data. If no instructions accompany the data, you may presume that no restrictions apply to the data. Instructions, terms, and conditions may be found in the accompanying metadata and/or in licenses, signed agreements (including non-disclosure agreements), or other instruments that accompany the data. You are responsible for knowing and honoring restrictions that accompany the data.

#### **Step 3 – Document your use of the decision procedure.**

As you follow the decision procedure, organize and document your decisions. The documentation should include the identification of the geospatial data, the potential security concerns, findings determined by use of the guidelines, the actions taken, and (if needed) the authority or case law that supports the actions taken. This information should be available to organizations that receive the data. Appendix 2 identifies elements in the “Content Standard for Digital Geospatial Metadata” (Federal Geographic Data Committee, 1998) that are available for documenting the use of the guidelines in the metadata. Go to Step 4.

*Discussion:* Organizations will find it useful to document their actions so that they are positioned to review the

consistency of their decisions, recall their reasoning when reviewing a decision, and explain a decision if challenged. Organizations also should describe decisions and actions to organizations that receive the data.

### **Section II: Do these data need to be safeguarded?**

*Overview:* This section provides guidelines to decide if the geospatial data need safeguards.

#### **Step 4 – Are these data useful for selecting specific target(s), and/or for planning and executing an attack on a potential target?**

Does knowledge of the location and purpose of a feature, as described by the data, have the potential to significantly compromise the security of persons, property, or systems? For example, do the data:

- Provide accurate coordinates for facilities that are not otherwise available and not visible from public locations?
- Provide insights on choke points, which, if used to plan an attack, would increase its effectiveness?
- Aid the choice of a particular mode of attack by helping an adversary analyze a feature to find the best way to cause catastrophic failure?
- Provide relevant current (real-time, near real-time, or very recent) security-related data that are not otherwise available?

Do the data identify specific features that render a potential target more vulnerable to attack? For example, do the data:

- Identify internal features that are critical to the operation of a facility such as spent fuel storage at a nuclear reactor or the location of unsecured valve bodies on a major pipeline?
- Provide details on facility layout and vulnerabilities such as the location of security personnel or storage areas for hazardous materials?
- Provide insights into operational practices such as shift changes or patrol areas for security personnel or the times that sensitive operations are performed?
- Provide relevant current (real-time, near real-time, or very recent) vulnerability-related data that are not otherwise available?

If the answer to BOTH parts of the question is no, then safeguarding is not justified and you should go to Step 7. If the answer to EITHER part is yes, go to Step 5.

*Discussion:* In effect, this step performs a “user needs assessment” in which the “user” is an adversary. You are asked to evaluate two aspects of the data. First, do the data provide information about the location and nature of facilities or features that would allow an adversary to select critical targets? Second, do the data provide information that is helpful in executing an attack and/or maximizing the resulting damage because they offer intimate knowledge of a facility, its characteristics, or its operations?

Sensitive information does not include the fact of existence of a facility at a particular place or the general layout of a facility. Concern centers on data that provide very specific and timely information. Such security-related data include information about the relative importance of a feature to a larger system or other systems; the timing of activities; communication capabilities; detailed business and industrial processes; architectural and engineering plans; previously identified vulnerabilities and relationships to, or interdependencies with, larger or other systems; measures and plans for securing and protecting facilities; and measures and plans for responding to attacks or damage. In many cases, the attribute component of geospatial data is more likely to be sensitive than is the location component.

Care should be taken not to automatically assume that the high cost or accuracy of data means that the data have high value to an adversary. Depending on the mode or intended outcome of an attack or on what other information is available, relatively low cost, low accuracy, or historical data may be satisfactory for an adversary’s purpose.

*Examples:*

- Regarding knowledge that aids selection of a target: Does an attribute table provide a detailed inventory of hazardous material in a facility? Very current information (for example, a daily inventory) would be of much greater concern than would be summary information (for example, a yearly average).
- Regarding specific features that render a potential target vulnerable: Do the data locate and identify operational procedures at facilities, floor plans showing exact storage locations, or information about the security measures in place at a facility?

## Step 5 – Is the information unique to these data?

In particular is the information that appears to be sensitive based on the evaluation in Step 4:

- Difficult to observe?
- Not found in other open-source geospatial data (for example, is the feature not found elsewhere in other digital or hard copy maps)?
- Not found in other open-source publications (for example, telephone books and Internet directories)?
- Not available from open-source engineering or technical sources?
- Not available from open-source libraries, archives, or other information repositories?

If the sensitive information is readily observable or available from open sources safeguarding is not justified and you go to Step 7. If the geospatial data under evaluation provide unique information that cannot be obtained from observation or open sources, you go to Step 6.

*Discussion:* This step addresses the likelihood that actions you take to safeguard information will be effective. If information encoded by data that appears to be sensitive (based on the evaluation in Step 4) is readily available from observation or open sources, efforts to safeguard the information are unlikely to reduce vulnerabilities or be effective.

Remember that the goal is to identify information that is unique, not just geospatial data that are unique. Your data may be the only “geospatial” source of an item of information, but other publications and media may disclose the same information.

Consider relevant historical data in addition to contemporary data. A facility constructed thirty years ago not only is described in new data, but also in data, maps, imagery, and other sources compiled and disseminated during the previous thirty years.

Decisions to safeguard data are only effective when all parties that have similar information choose the same action. In the case of organizations that originate similar information through independent actions, consultation among the organizations about appropriate safeguarding would increase the effectiveness their actions.

*Examples:*

- Data that show the layout of a publicly observable facility (for example, a bridge, radio tower, water tower, or national monument) may be considered sensitive upon initial evaluation. However, experts generally agree that adversaries visit their intended targets in person and they would, therefore, be able to easily observe the layout.
- A government agency may initially think that the location of a police station should be withheld from an Internet mapping system. However, the locations of such facilities must be widely known for them to effectively serve the public. They can be easily found by looking in telephone directories or by driving past the site.

**Step 6 – Do the security costs outweigh the societal benefits of active dissemination of these data?**

In particular would the sensitive information cause security costs such as:

- A significant increase in the likelihood of an attack?
- A significant decrease in the difficulty of executing an attack?
- A significant increase in the damage caused by an attack?

If so, do the anticipated security costs outweigh the anticipated societal benefits of active data dissemination such as:

- Business or personal productivity resulting from continued or increasing use of the geospatial data?
- Continued or increasing effectiveness of public health and safety or the regulatory functions of government?
- Continued or increasing support of legal rights (for example, “right to know”) and public involvement in decision-making?
- Continued or increasing support to those who depend on public information in absence of an alternate data source of equal quality at the same cost?

After such consideration go to Step 7 if you believe that the benefit of providing open access to the data outweighs the potential security costs, or to Step 8 if the security costs outweigh the value of providing open access.

*Discussion:* Originating organizations should make every effort to learn about the laws and regulations that affect dissemination of their data and should carefully consider the magnitude of the security risk incurred versus the benefits that accrue from the dissemination of any particular data. The benefits should be evaluated using quantitative and qualitative measures. Included among the societal benefits should be opportunity costs caused by the reduced availability of data resulting from safeguarding.

A great deal of our Nation’s success can be attributed to its openness. Access to information has always been readily available to the American public and they recognize that some risk is acceptable. Many laws have been enacted that require public disclosure of seemingly sensitive information. However, some data can be misused with potentially disastrous consequences. Safeguarding of such data therefore warrants consideration.

*Examples:*

- Geospatial data for hazardous material facilities may be available to the public in response to “right to know” laws. Geospatial data that record the fact that one facility stores 50,000 pounds of a hazardous chemical while another stores only 20 pounds may help an adversary select as a target the facility that stores the larger amount. On the other hand, a citizen may be more concerned about living next to 50,000 pounds of the chemical than 20 pounds, and so the amount would be important information required to comply with “right to know” laws. Is it necessary to provide the detailed attribute information to comply with “right to know” legislation for such facilities, or does informing the public of the presence of the hazardous chemical, but not the quantity, provide sufficient information?
- Geospatial data may locate and identify operational procedures at facilities, floor plans showing precise storage locations, or information about the security measures for a facility. Does the public have the right to access the floor plan of a facility that shows the location and nature of its security systems or the exact storage areas for hazardous materials? Or should this information be restricted to the fire and law enforcement agencies that would respond in the event of an emergency?

**Step 7 – Safeguarding is not justified.**

When you reach this step your use of the guidelines is complete. Retain your documentation of the decision for future use. Provide information about the evaluation in the

metadata and/or in licenses, signed agreements (including non-disclosure agreements), or other instruments that accompany the data. As noted in Step 3, the documentation should include the identification of the geospatial data, the potential security concerns, findings determined by use of the guidelines, the actions taken, and (if needed) the authority or case law that supports the actions taken. Appendix 2 identifies elements in the “Content Standard for Digital Geospatial Metadata” (Federal Geographic Data Committee, 1998) that are available for documenting the use of the guidelines in metadata.

*Discussion:* Safeguarding is justified only for data that contain sensitive information, that are the unique source of this sensitive information, and for which the security risk outweighs the societal benefit of dissemination. If you reach this step you have decided that your geospatial data fail one of these criteria and so safeguarding is not justified.

### **Section III: What safeguards are authorized and justified?**

*Overview:* If you reach this section, you have concluded that your geospatial data has sensitive information content that, in its present form, should be safeguarded.

This section provides guidance on appropriate choices for safeguarding data. It encourages maximum possible access to data, and so emphasizes use of the minimum safeguards required to prevent access by a potential adversary. It also challenges the originating organization to be sure that it has the authority to undertake the planned safeguards.

Note that the need to safeguard data should be anticipated as early as possible in a project. In the case of projects undertaken by multiple participants, discussions and decisions should involve all participants. To ensure the effective safeguarding it may be prudent to implement safeguards while the data are being developed in an organization’s offices, in the field, or in a contractor’s facilities before the originating organization formally takes possession of the data.

#### **Step 8 – Would the public still be served, and the security risk be mitigated, by changing these data?**

If you believe that the sensitive information in the geospatial data can be changed to minimize the security risk, and that the changed data still will have public value, go to Step 9. If the data cannot be changed to make the security risk acceptable, go to Step 11.

*Discussion:* The first type of safeguard is to change the geospatial data. You may find that the geospatial data contain sensitive information that needs to be safeguarded, but that by changing the data they would still be useful and could be made publicly accessible.

This decision starts with your organization determining whether it has the authority to change the data. The idea of changing geospatial data includes redaction or removal of sensitive information and/or reducing the sensitivity of information by simplification, classification, aggregation, statistical summarization, or other information reduction methods.

#### **Step 9 – Do you have the authority to change these data?**

If the authority to change data exists go to Step 10. If such authority does not exist that course of action is closed and you go to Step 11.

*Discussion:* At this step, you must decide if your organization has the authority to change the data. Laws, regulations, policies, or concerns about liability may compel the organization to maintain and release data in its original (unchanged) state. Rarely do organizations have policies that instruct them to change data provided for public use. If you are unsure of your organization’s authority or policy, seek a policy decision from appropriate executive managers or legal counsel in your organization.

#### **Step 10 – Change these data.**

Apply changes that remove or mitigate the security risk posed by the sensitive information. Such changes should be documented in the metadata. As noted in Step 3, the documentation should include the identification of the geospatial data, the potential security concerns, findings determined by use of the guidelines, the actions taken, and (if needed) the authority or case law that supports the actions taken. Appendix 2 identifies elements in the “Content Standard for Digital Geospatial Metadata” (Federal Geographic Data Committee, 1998) that are available for documenting the use of the guidelines in metadata.

When the changes are complete, ensure that the changes actually have mitigated the security risk by reviewing the changed data using the criteria in Section II beginning with Step 4. The changed data are cleared for dissemination when Step 7 is reached. Note that the originating organization must also safeguard the unchanged data if they are retained.

*Discussion:* At this point you have determined that your organization has the authority to change the data. Change the data and document the changes using the metadata. *Do not place disinformation in geospatial data.*

An originating organization that changes data should have written procedures and policies describing the types of changes allowed and the conditions under which they are permitted. The originating organization should document, or at least characterize, the changes in the metadata and/or in any licenses, agreements (including nondisclosure agreements), or other instruments that accompany the data. Such documentation should cite the authority or other basis that permits changing of the data.

*Examples:* The following examples are provided for illustrative purposes only:

- Very high-resolution orthophotography (with pixels smaller than one foot, for example) may provide too much detail about air handling or security systems at a sensitive facility. Possible changes that would mitigate this concern include generalizing the data to a lower resolution, eliminating pixels, or applying an algorithm that reduces the sharpness of the image over the features of concern. Of course, visible differences in the image resulting from these changes may draw attention to the sensitive areas.
- Geospatial data for hazardous material storage facilities include detailed, current, and frequently updated information about the quantity of Class A poisons or explosives that could be used to harm the public, along with information on the names, home addresses, and telephone numbers of management and security personnel. Possible changes to the data include summarizing information about the quantities and removing data fields about personnel from the version of the geospatial data provided for open access.
- The point features in geospatial data provide precise coordinates that allow “discovery” and targeting of sensitive features. Possible modifications to the data include converting the point locations to polygons of random size and shape or reducing the precision of the points by systematic or random changes to the point locations.

#### **Step 11 – Do you have the authority to restrict these data?**

If the authority to restrict the data does not exist, you may elect to appeal to an executive manager and/or legal

counsel authorized to grant the required permission (go to Step 12). If your organization has the authority to restrict data go to Step 13.

*Discussion:* The second, and last, type of safeguard is to restrict access to, uses of, and/or redistribution of the data. At this step, you must decide if your organization has the authority to restrict the data. Some organizations have laws, regulations, policies, or concerns about liability that compel them to release data. Others have clear authority to restrict data. If you are unsure of your organization’s authority or policy, seek a policy decision from appropriate executive managers or legal counsel in your organization.

#### **Step 12 – Will the appropriate decision maker give permission to restrict these data?**

If the authorized executive manager and/or legal counsel grants permission to restrict the data go to Step 13. If not, go to Step 14.

#### **Step 13 – Decide the extent of restrictions.**

The originating organization decides the conditions under which the geospatial data can be accessed, used, and/or redistributed, if any.

When you complete this step, your use of the guidelines is complete. Retain documentation of your decision for future use. Restrictions should be documented in the metadata. Provide information about the evaluation using metadata and/or licenses, signed agreements (including non-disclosure agreements), or other instruments that accompany the data to organizations that receive the data. As noted in Step 3, the documentation should include the identification of the geospatial data, the potential security concerns, findings determined by use of the guidelines, the actions taken, and (if needed) the authority or case law that supports the actions taken. Appendix 2 identifies elements in the “Content Standard for Digital Geospatial Metadata” (Federal Geographic Data Committee, 1998) that are available for documenting the use of the guidelines in the metadata.

*Discussion:* At this point you have determined that your organization has the authority to place limits on access to geospatial data, uses for which they can be applied, or redistribution of the data. Decide the extent of restrictions and document them in the metadata.

Originating organizations that restrict data should have written procedures and policies that identify data that can be accessed, used, and/or redistributed, the conditions

under which these actions may occur, and organizations that are permitted to access, use and redistribute data that are restricted. Care should be taken to ensure that the release of the data to selected organizations does not enable other organizations to compel the release of the data under freedom of information or public records laws.

Such procedures and policies should be reviewed to ensure that they comply with available authorities. Restrictions should be commensurate with the security risk associated with the data. Organizations should identify present and potential users who have legitimate needs for the data. These may include first responders, law enforcement agencies, and emergency managers at the local, state, tribal, and Federal levels. Other organizations and research institutions may have legitimate reasons to use the data. Their requests should be granted if they provide proper safeguards and assurance that they will prevent unauthorized access to the data. Organizations that request sensitive data should ensure that they have the authority to honor the conditions under which they would receive the data.

For data that are released the originating organization should provide documentation to the recipient describing all obligations incurred by receipt of the data. These terms and conditions and any other obligations associated with possession of the geospatial data should be included in the metadata and/or in any licenses, agreements (including non-disclosure agreements), or other instruments that accompany the data. Such documentation also should cite the authority or other basis that permits the safeguards. Data that are safeguarded should be clearly labeled. Organizations could choose to follow up with recipients to ensure that safeguards are being observed.

*Example:* An organization may elect to establish one or more levels of restriction for geospatial data commensurate with the associated security risk, such as geospatial data being:

- Generally available to members of the public with use and redistribution restrictions. Recipients may be required to identify themselves before receiving the geospatial data.
- Available to other government agencies or non-governmental organizations (for example, the Red Cross), with use and redistribution restrictions.
- Available only to law enforcement, first responder, and emergency management agencies with use and redistribution restrictions.

- Available only to “partner” agencies from other levels of government with use and redistribution restrictions.
- Available only within your organization.

#### **Step 14 – Safeguarding is not authorized.**

When you reach this step your use of the guidelines is complete. Retain documentation of your decision for future use. Provide information about the evaluation using metadata and/or licenses, signed agreements (including non-disclosure agreements), or other instruments that accompany the data to organizations that receive the data. As noted in Step 3, the documentation should include the identification of the geospatial data, the potential security concerns, findings determined by use of the guidelines, the actions taken, and (if needed) the authority or case law that supports the actions taken. Appendix 2 identifies elements in the “Content Standard for Digital Geospatial Metadata” (Federal Geographic Data Committee, 1998) that are available for documenting the use of the guidelines in the metadata.

*Discussion:* When an originating organization reaches this step, the authorized executive manager or legal counsel cannot give permission to safeguard data because no legal remedy exists or overruled the conclusion that the data require safeguarding.



## Appendix 1: Sample Policies from Which Principles for the Guidelines Were Developed

The following list is a sample of policies from which the principles for the guidelines were developed. The list is not exhaustive. Attention was concentrated on policies that affect multiple organizations; individual organizations may have additional laws and other policies that control their actions.

### Federal and State Laws

“An act to enhance the management and promotion of electronic Government services and processes by establishing a Federal Chief Information Officer within the Office of Management and Budget, and by establishing a broad framework of measures that require using Internet-based information technology to enhance citizen access to Government information and services, and for other purposes (Brief title: “E-government Act of 2002”).” (Public Law 107-347, 17 Dec 2002) (See especially Section 216, “Common Protocols for Geographic Information Systems”): U.S. Government Printing Office web site at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107\\_cong\\_bills&docid=f:h2458enr.txt.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_bills&docid=f:h2458enr.txt.pdf). (Accessed August 12, 2004)

“An act to establish the Department of Homeland Security, and for other purposes (Brief title: “Homeland Security Act of 2002”).” (Public Law 107-296, 25 Nov 2002): U.S. Department of Homeland Security web site at [http://www.dhs.gov/interweb/assetlibrary/hr\\_5005\\_enr.pdf](http://www.dhs.gov/interweb/assetlibrary/hr_5005_enr.pdf). (Accessed August 12, 2004)

“Depository Library Program,” Title 44 U.S. Code, Chapter 19, 2000 ed.: U.S. Government Printing Office web site at [http://www.access.gpo.gov/uscode/title44/chapter19\\_.html](http://www.access.gpo.gov/uscode/title44/chapter19_.html). (Accessed August 12, 2004)

“Emergency Planning and Community Right-to-Know,” Title 42 U.S. Code, Chapter 116, 2000 ed.: U.S. Government Printing Office web site at [http://www.access.gpo.gov/uscode/title42/chapter116\\_.html](http://www.access.gpo.gov/uscode/title42/chapter116_.html). (Accessed August 12, 2004)

“Hazardous Air Pollutants,” Title 42 U.S. Code, Section 7412, 2000 ed.: Available through U.S. Government Printing Office web site at [http://www.access.gpo.gov/uscode/title42/chapter85\\_subchapteri\\_parta\\_.html](http://www.access.gpo.gov/uscode/title42/chapter85_subchapteri_parta_.html). (Accessed August 12, 2004)

“Records excepted from disclosure requirements; names and addresses; time limitations; destruction of records,” Indiana Code 5-14-3-4, 2003 ed. (see especially section (a)(19)): Indiana General Assembly web site at <http://www.in.gov/legislative/ic/code/title5/ar14/ch3.html>. (Accessed August 12, 2004)

“Scientific Inventory of Oil and Gas Reserves,” Title 42 U.S. Code, Section 6217, 2000 ed.: Available through U.S. Government Printing Office web site at [http://www.access.gpo.gov/uscode/title42/chapter77\\_subchapteri\\_parta\\_.html](http://www.access.gpo.gov/uscode/title42/chapter77_subchapteri_parta_.html). (Accessed August 12, 2004)

“Security of certain utility information,” Maine Revised Statutes Title 35, Section 1311-B, 2003 ed.: Maine Office of the Revisor of Statutes web site at <http://janus.state.me.us/legis/statutes/35-a/title35-asec1311-b.html>. (Accessed August 12, 2004)

“Sensitive public security information,” North Carolina General Statutes 132-1.7, 2003 ed.: North Carolina General Assembly web site [http://www.ncleg.net/statutes/generalstatutes/html/bychapter/chapter\\_132.html](http://www.ncleg.net/statutes/generalstatutes/html/bychapter/chapter_132.html). (Accessed August 12, 2004)

### Policies, Hearings, and Correspondence

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## Appendix 2: Documenting Use of the Guidelines in Metadata Accompanying Geospatial Data

This appendix identifies data elements in the “Content Standard for Digital Geospatial Metadata” (Federal Geographic Data Committee, 1998) that are available for documenting the use of the guidelines in the metadata.

Four types of information should be encoded in metadata: (1) the fact that the geospatial data and metadata were reviewed using the guidelines, (2) decisions that were made, (3) the date of the decisions, and (4) the safeguards (changes to the geospatial data or restrictions on access, use, or dissemination of the geospatial data and metadata) that were applied.

Provide an overview of the potential security concerns, the decisions made, the date of the decisions, and the safeguards applied using “Abstract” (element 1.2.1). Use “Supplemental Information” (element 1.2.3) to provide details about these activities. The text should document, or at least characterize, the potential security concerns, findings determined by use of the guidelines, the actions taken, the date of the decisions, and (if needed) the authority or case law that supports the actions taken. If safeguards are justified, describe them by documenting the types of changes made to the geospatial data and/or any restrictions on access, use, or dissemination. Describe any license, agreement, or other instrument that accompanies the data. Such documentation should also cite the authority for safeguarding.

To document changes made to the data, the best choices are elements available under “Data Quality Information” (element 2), which has available elements for reporting attribute accuracy, positional accuracy, logical consistency, completeness, and lineage. Report processes used to change the data under “Process Step” (element 2.5.2). If you decide not to use element 2, a less-preferred choice is to include information about changes in “Supplemental Information” (element 1.2.3).

To document the details about restrictions on access, use, or dissemination of the data:

- Report restrictions on access to the geospatial data under “Access Constraints” (element 1.7).
- Report restrictions on use or redistribution of the geospatial data under “Use Constraints” (element 1.8).

If your organization has a formal classification system you also can report the classification level of the geospatial data by category under “Security Information” (element 1.12).

Geospatial metadata can also be subject to safeguarding. To document the details of restrictions on access, use, or dissemination of the metadata:

- Report restrictions on access to the geospatial metadata under “Metadata Access Constraints” (element 7.8).
- Report restrictions on use or distribution of the geospatial metadata under “Metadata Use Constraints” (element 7.9)

If your organization has a formal classification system you also can report the classification level of metadata by category under “Metadata Security Information” (element 7.10).

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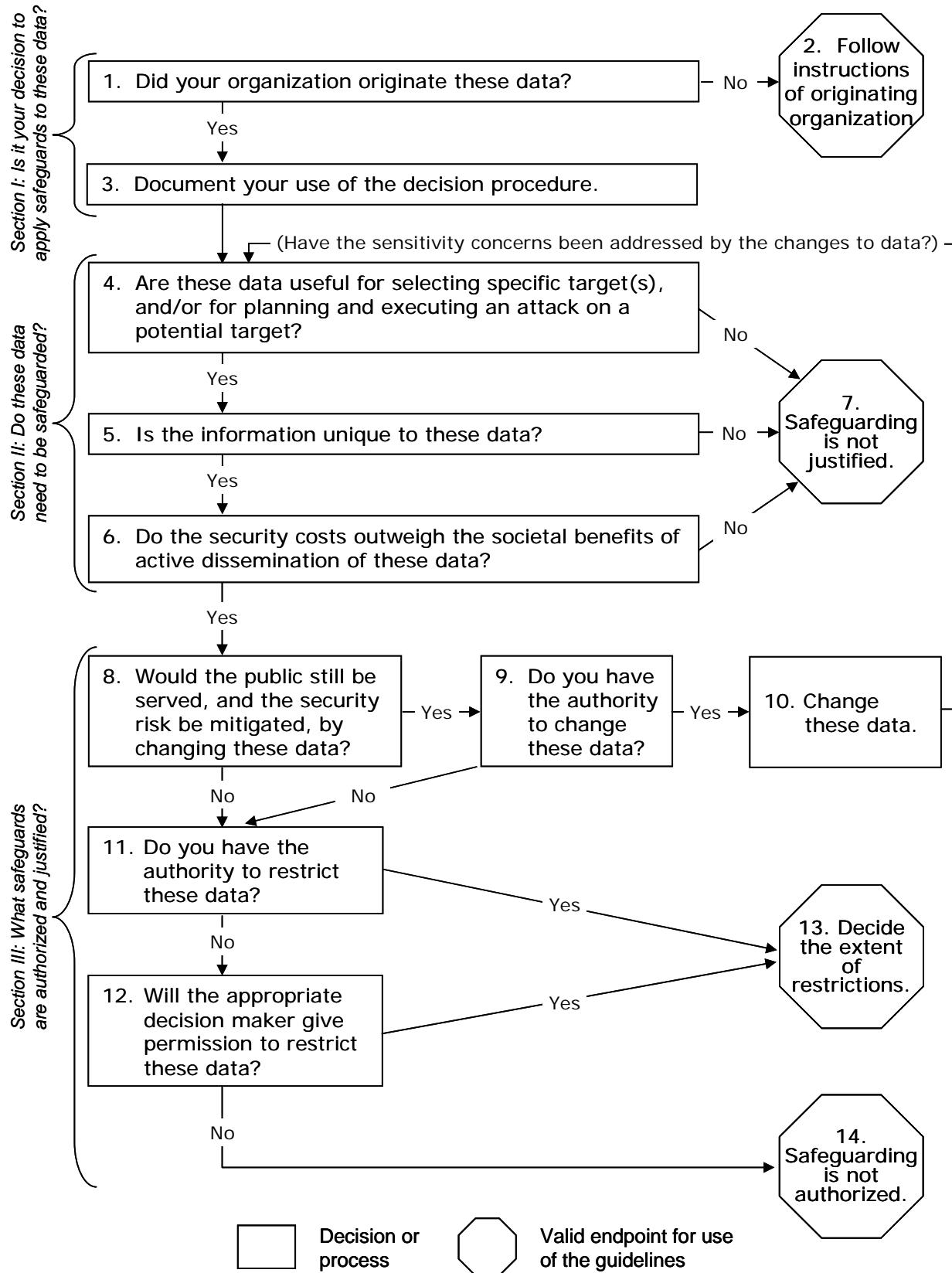
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The following is the recommended bibliographic citation for the guidelines:

Federal Geographic Data Committee. Homeland Security Working Group. "Guidelines for Providing Appropriate Access to Geospatial Data in Response to Security Concerns". Washington: June 2005, 16 p. Available through Federal Geographic Data Committee web site at <http://www.fgdc.gov/fgdc/homeland/index.html>.

Figure 1. Decision Tree for Providing Appropriate Access to Geospatial Data  
in Response to Security Concerns

(Duplicate graphic that can be detached and used separately.)





## ***CCGISC Data Disclaimer***

### ***Map Application Disclaimer***

"This map application was prepared with geographic information system (GIS) data created by one or more entities including the ***insert Member Agency name here***, the Champaign County GIS Consortium (CCGISC), or other CCGISC member agency, these entities do not warrant or guarantee the accuracy or suitability of GIS data for any purpose. The GIS data within this application is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters."

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Champaign County  
 City of Champaign  
 City of Urbana  
 University of Illinois  
 Village of Rantoul  
 Village of Mahomet  
 Village of Savoy  
 Village of St. Joseph

## 2023 Work Plan Status Report – Quarter 1

Task		Status
<b>2023 Initiatives</b>		
<b>Create Metadata</b>		
1	Semi automate metadata creation for tables, views, and layers in CCGISV	anticipated completion 2023
<b>CCGIS Website</b>		
2	Overhaul CCGISC website; implement responsive design	anticipated completion 2023
<b>Addressing Website</b>		
3	Correct issues (identify tool, handle UIUC building code duplicate addresses) & cosmetic updates (render correctly in different browsers)	anticipated completion late 2023/early 2024
<b>Address Schema Changes</b>		
4	Remove Address Number Suffix from Main Address Table i.e. 102A Main Street. Main Address to be 102 Main Street	anticipated completion late 2023/early 2024
<b>Devnet Quality Control Script</b>		
5	Create Devnet Quality Control Script that checks for data entry inconsistencies; this impacts the Consortium as entry errors may create problems for views. It is also to limit the distribution of bad data. <b>Examples:</b> Document numbers, dates, etc.	anticipated completion late 2023/early 2024
<b>CCGIS Data Policy Review</b>		
6	Internal review of CCGISC Data Policy and recommend any necessary updates/changes to Policy Committee ( <i>last reviewed in 2017</i> )	provided to policy committee
<b>Parcel Genealogy Review/Updates</b>		
7	Update/Correct Genealogy Entry Issues	anticipated completion 2023
<b>Geolocator Upgrade to ArcGIS Pro</b>		
8	Upgrade Geolocators to ArcGIS Pro	complete
<b>Ongoing Tasks</b>		
<b>Drainage District Project</b>		
1	Map drainage districts - county-wide	all available drainage district rolls mapped; 45 could not be located or did not contain necessary legal descriptions
2	Reconcile Drainage Districts and Subdistricts with appropriate county offices	dependent upon staff time of the County Clerk's office
<b>2023 Contracts/ Service Tasks</b>		
A.	Piatt County	on going - general GIS tasks
B.	Village of Mahomet	on going - general GIS tasks
C.	City of Champaign	on going - general GIS tasks
D.	Urbana Champaign Sanitary District	on going - general GIS tasks
E.	METCAD	on going - general GIS tasks
F.	Douglas County	on going - general GIS tasks
E.	City of Urbana	pending contract - general GIS tasks

Status updates found in **bold**