



# *Henry County GIS*

*Policies*

*Procedures*

*Fee Schedule*

*307 W. Center St.  
Cambridge, IL 61238*

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# **Introduction**

## ***Statement of Purpose***

The Henry County Geographic Information System provides improved methods for collecting, managing and using location based information to analyze trends, design spatial models and develop projections to support decision making processes and enhance public access to data in an equitable manner.

## ***Mission Statement***

Henry County will promote fact-based decision making for both day-to-day operational needs and long range planning to benefit citizens of this County. The Henry County Geographic Information System, hereinafter GIS, will enable elected officials, department heads, county employees, public and private agencies and citizens of Henry County to graphically view and analyze information, and apply GIS technology to Henry County issues.

## ***Goals***

- To provide a cost-effective means for coordinating, sharing and disseminating location-based information in an equitable manner.
- To enhance communication among local, regional, state and federal government agencies, as well as utilities, businesses and industries through cooperation and data integration.
- To promote increased awareness about GIS technology and applications to the public and private agencies.
- To coordinate the development of GIS databases within Henry County in order to reduce redundancy and increase efficiency.
- To provide technical assistance for Henry County GIS projects.
- To update and maintain Henry County's digital cadastral base map.
- To maintain the Henry County digital orthophotos.
- To create and maintain GIS data standards for Henry County.
- To assist with compiling and maintaining information (metadata) about Henry County GIS data.

## **Exhibit A**

### ***POLICY:***

It is the policy of Henry County to promote continued development of a unified, countywide open Geographic Information System, hereinafter GIS, by

- supporting an information infrastructure, including, but not necessarily limited to, hardware, software, relational database development and management, and network communication (such as Internet, Intranet, local area network and wide area network) to enable and encourage the exchange and transfer of information within and between Henry County departments;
- supporting centralized storage and/or linking of GIS data and related information (metadata);
- implementing GIS projects that build upon the parcel-based GIS;
- supporting development and maintenance of the Henry County World Wide Web site to facilitate communication and enhance public access to pertinent Henry County government information and GIS data.

### ***SCOPE:***

**This policy applies to Henry County departments planning for the use of or involved with GIS data and applications.**

### ***PURPOSE:***

Henry County views information as a critical strategic requirement for effective decision-making and acknowledges that data integration is necessary for effective program and policy implementation. A significant proportion of data managed by Henry County departments is tied to a geographic location, thus this data can be spatially referenced, analyzed and viewed with GIS. Henry County has invested in the development of digital orthophotos and an integrated parcel-based GIS. Henry County uses GIS as a tool to enhance the welfare, health, and safety of Henry County citizens. Henry County has also invested in an effort to facilitate communication and public access to Henry County government information.

The primary purpose of this Policy is to establish a standardized approach to GIS that will:

facilitate data exchange;

maximize our return on these initial investments;

provide Henry County citizens timely access to accurate information;

centralize storage of GIS data to help ensure that data is collected once, (which reduces redundancy), and stored once (which capitalizes on storage space and facilitates server maintenance and monitoring), while enabling distribution of GIS data to many users;

use a limited variety of GIS software packages to a) reduce personnel training costs, b) avoid software incompatibilities; and c) make software updates more efficient;

## **DEPARTMENT HEADS:**

Department heads shall:

1. Consult with Information Services prior to purchasing GIS software and invest in inter-operable GIS software and systems to ensure integration with the existing parcel-based GIS.
2. Develop and maintain information (metadata) about data used in GIS applications.
3. Consult with the GIS Department regarding issues to include, but not limited to, feasibility, data management, and data storage prior to recommending that Henry County enter into a Data Exchange Agreement with an entity.
4. Create and maintain new layers under the supervision of the GIS sub-committee.
5. Use a common map coordinate system (UTM Feet) for Henry County GIS projects.

## **DEFINITIONS**

**inter-operable** – capable of integrating and maintaining the integrity of data created with different software packages, while avoiding expensive and time-consuming data conversions and translations.

**parcel-based GIS** – an information system that integrates property ownership mapping, property appraisal data and assessment data, along with graphic features (such as rivers, roads, railroad) throughout Henry County.

**map coordinate system** – a particular type of reference system that uses linear or angular quantities to designate the position of points, so that a point on the 3-dimensional spherical Earth can be located on a 2-dimensional flat map.

**Geographic Information System** – system of computer hardware, software, and procedures designed to support the capture, management, manipulation, analysis, modeling, and display of spatially referenced data for solving complex planning and management problems.

**infrastructure** – (as applied to GIS) the physical features that are installed to support the exchange and transfer of information that support Henry County management, decision-making, and staff related information activities, including software, hardware, data, and network communication.

**Internet** – a worldwide network of computers into which anyone can tap. Home of such popular services as the World Wide Web, FTP (file transfer protocol), and Internet e-mail.

**intranet** – a private network that uses World Wide Web Internet software and standards to enable organizations to share information internally in nearly any form, an internal internet server made available to employees across a local area network or through private dial-up access.

**local area network (LAN)** – Computers connected to one another with cables and network adapter cards, rather than by modems and telephone lines.

**wide area network (WAN)** – a large network that extends beyond the boundaries of an office or building. The Internet is a WAN.

**metadata** – data about data, an overall description of the contents of a database, GIS feature class, coverage or other layer of information. Metadata would include but is not limited to, the source of the data, methods for gathering the data, person(s) responsible for the data, accuracy of the data, scale of the data, description of categories or data columns, codes or symbols used in data tables.

**data integration** –ability to use or combine data from multiple sources and databases while maintaining the integrity and reliability (data stays in sync when updated) of the data.

**digital orthophotos** (digital orthophoto quads) – digital version of aerial photographs that are constructed to eliminate image distortion due to changes in aircraft tilt and topographic relief.

**Internet server** – a hardware component that provides shared services in a networked environment and a software component that provides information and/or processing via the World Wide Web.

## Exhibit B

### *Data Distribution*

#### **Georeferencing System**

All Henry County GIS data is distributed in the UTM Feet (West Zone) coordinate system.

#### **Format**

Parcel-based Henry County GIS data is distributed as Bentley Microstation™ files (.dgn) or ESRI ArcInfo™ shapefiles. Database information is distributed as Microsoft ACCESS™ (.mdb) files. Special requests for GIS data in other formats will be considered. Henry County will not provide the computer software or hardware needed to access the data.

#### **Media**

All data is distributed according to the fee structure shown as Exhibit B. Special requests for data distribution on other media will be considered.

**DISCLAIMER: Henry County GIS cadastral map data does not replace or modify land surveys, deeds, and /or other legal instruments defining land ownership and use.**

#### **Digital Orthophotos**

Digital orthophotos of Henry County are available in .TIF format with world files for the direct cost of materials and services.

#### **Parcel-Based GIS Data Products**

Henry County GIS data is available by Township. A file for the entire county is also available. See the attached Information Sheet I for a brief description of the data provided with the Products. Information about the data (metadata) is provided with the data products. All drawing components are created as a representation and should not be construed as actual.

<b>GIS Data Products</b>	<b>Approximate Number of Parcels</b>
Hanna	1249
Phenix	904
Loraine	312
Yorktown	459
Colona	2975
Edford	423
Geneseo	3628
Atkinson	889
Alba	299
Western	1539
Osco	401

Munson	298
Cornwall	337
Annawan	809
Lynn	608
Andover	714
Cambridge	1360
Burns	333
Kewanee	5150
Oxford	910
Clover	723
Weller	559
Galva	1721
Wethersfield	2230
Henry County	28,830

## ***Fee Structure***

1. Citizens of Henry County will receive printed information about their property (parcel) of residence free of charge for the first copy.
2. Governmental agencies and Henry County school districts, colleges and universities will enter into a Data Acquisition or Data Exchange Agreement with Henry County, and will be charged a fee for the GIS Data Products based on the direct cost of materials and services. The information provided by Henry County will be updated and made available annually upon request, based on a schedule determined by Henry County. See the Fee Schedule for material, service, and minimum fees.

Henry County reserves the right to grant the use of data for specific projects to qualified organizations for research and special projects that benefit the citizens of Henry County. Use of GIS data is granted for the life of the project through a Data Grant Agreement. Grantees will be charged a fee for the GIS Data Products based on the direct cost of materials and services. See the Fee Schedule for material, service, and minimum fees.

3. All other entities (those not included in 1 and 2 above) will enter into a Data Acquisition or Data Exchange Agreement and will be charged for GIS Data Products. See the Fee Schedule for material, service, and minimum fees.

The fee structure for 1) and 2) above is designed to encourage access to and sharing of GIS data by limiting costs recovered to the direct cost of materials and personnel services for reproducing the information in digital format. The fee structure for 3) above incorporates a modest GIS data production fee, in addition to the direct cost of materials and personnel services.

*Information regarding restrictions on use and limitations of Henry County GIS Products are detailed in the Data Agreements.*

**The Henry County GIS shall be used in a professional and productive manner, contributing to the net welfare and wealth of ALL Henry County citizens.**

## ***Information Sheet I***

### **Brief Description of Data provided with Henry County GIS Products**

**Note:** This list is subject to change and therefore is presented as information only.

All digital map components are created as a representation and should not be construed as actual. Metadata is provided with GIS Products to provide information about the data.

Government lot line, number, and dimensions	Road ROW lines, centerline, dimensions, and name
Lot line, number, and dimensions,	Road vacated ROW
Parcel dimensions, acreage and number	Section line and number
Political corporate line and name	Survey line, number, and dimensions
Political township line and name	Water line (river)
Railroad right of way (ROW) lines, centerline, dimensions and name	Subdivision name, boundary lines and block numbers

The following data fields are currently included in the database associated with GIS.

Permanent Parcel Number	• 33 1/3% Land value
Owner line 1	• 33 1/3% Farmland value
Owner line 2	• 33 1/3% Farm building value
Mailing Address	• 33 1/3% Building value
Property Address	• 33 1/3% Total value
	• Total taxable value

#### **Current Transfer Information:**

- Document Number

First 4 lines of Legal Description (This may not provide a complete legal description.

Taxcode  
Drainage District  
Assessment year  
Tax year  
Tax District  
Class

#### **Value Information:**

- Tax amount

Total Acres  
Ag Acres  
Productivity Index

#### **Exemptions:**

- Homestead flag
- Homestead amount
- Homeowner's flag
- Homeowner's amount
- Sr. Freeze flag
- Sr. Freeze amount
- Disabled Vet. Flag
- Disabled Vet. Amount
- Fraternal Organization flag

- Fraternal Organization amount
- Veteran's Organization flag
- Veteran's Organization amount
- Homestead Improvement amount

Property characteristic information, provided through the County Assessor's Office, will also be available.

## Exhibit C

### ***Definitions of Entity Terms Used with GIS Fee Schedule***

Citizens Info about their parcel	Citizens, as used here, would include individuals requesting information about their property (parcel) of residence, who would receive verbal information and / or a printed page of information or plat map. Individual citizens who are requesting digital information for an incorporated area, unincorporated area, or all of Henry County would pay a fee of \$0.25 per parcel (Other Entities).
Government	Government Agencies includes any local, county, state or federal government entity, or the authorized representative thereof. If a government agency enters into a contractual agreement with a service provider (such as a contractor, consultant, engineering firm), pertinent Henry County GIS products would be granted to the service provider for the life of the project, at the request of the government agency.
School Districts	School Districts includes those that are in Henry County, and pertains to K – 12 public schools.
Colleges and Universities	Public Colleges and Universities include institutions of higher learning (such as community colleges, universities, university outreach centers) located in Henry County. GIS data and products would also be made available to other institutions of higher learning for projects that would benefit the citizens of Henry County.
Data Exchange with Entity based on the recommendation from a County department	A Henry County department may recommend that the County enter into an Exchange of Data Agreement to facilitate the exchange of information that is needed by a department or departments.
Grantees research, special project	Grantees would be granted the use of Henry County GIS data and products for research or special projects that would benefit the citizens of Henry County. Requests for the granted use of GIS information would be considered individually and would be for the life of the research or special project. Grantees engaged in research or special projects could include, but are not limited to, service contractors and consultants working for government agencies, neighborhood associations, churches, hospitals, agencies such as Red Cross and United Way, and civic groups.
Other Entities	Other Entities includes those not mentioned above. For – profit enterprises will be in this category.

## **Exhibit D**

### ***Data Exchange Agreement***

*(starts on next page)*

**Agreement of Understanding  
Between  
Henry County and**

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**Concerning  
The Exchange of Digital Data and Digital Data Products**

This Agreement of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Henry County AND

\_\_\_\_\_  
(hereinafter referred to as Cooperator)

(Print or Type Cooperator Name)

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(Print or Type Cooperator Address)

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(Print or Type Cooperator Telephone Number)

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(Print or Type Cooperator Contact Person)

Henry County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on the UTM Coordinate System.

Data created and maintained by the Cooperator is of value to Henry Co., which needs access to the most accurate and up-to-date spatial data for decision-making purposes that will benefit the citizens and employees of Henry Co.

**The purpose of this AGREEMENT OF UNDERSTANDING is to specify the terms and conditions under which Henry Co. and the Cooperator shall exchange and distribute digital data and digital products.**

**Henry Co. agrees** to make available to the Cooperator upon written request, the GIS Products listed on Page 4 in a digital form, which have been reviewed and are suitable for exchange.

**Cooperator agrees** to make available to Henry Co. upon written request, in an agreed upon digital form, all digital spatial and attribute data of significance to Henry Co., which has been reviewed and is suitable for exchange.

**Cooperator hereby acknowledges** the limitations of the Henry Co. GIS products and information contained therein and restrictions on the use of the GIS Products.

## ***Limitations***

1. Henry Co. is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Henry Co. GIS products distributed by Henry Co. contain information from publicly available sources. The products have been developed for internal use by Henry Co. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Cooperator understands and acknowledges that the products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Henry Co. makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Henry Co. shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with machines, including but not limited to tapes, disks, and energy.
5. Henry Co. shall not be subject to liability for any lost profits or consequential damages, or claims against the Cooperator by Third parties. The liability of Henry Co. for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Cooperator.
7. The Cooperator releases Henry Co. and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing and programs or data stored in or used with the Henry Co. GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the Henry Co. GIS data.
8. The Cooperator shall indemnify and hold harmless Henry Co. and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Henry Co. GIS data.

## ***Restrictions On Use***

1. The Cooperator understands this product and information therein will be updated and made available annually upon request, based on a schedule determined by Henry Co.
2. This Exchange of Data does not constitute a transfer of any title or interest in the Henry Co. GIS product.

3. The Cooperator agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Henry Co., or the vendors furnishing said items to Henry Co.
4. *Copies* - The Cooperator may copy the Henry Co. GIS data exchanged via this agreement only for backup purposes.
5. *Derived Products* - Graphic displays and printed tabular listings derived from Henry Co. GIS data may be used in publications and presentations, provided that credit is given to Henry Co. as the custodian of the data and credit is also given to the original source of the data if other than Henry Co.
6. The Cooperator shall use the GIS Products exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Cooperator.
7. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the Cooperator agrees that the GIS Products or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Henry Co. The Cooperator should instead refer other governmental units, agencies, organizations, companies or individuals to Henry Co. for direct distribution of Henry Co. GIS Products and data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Henry Co. may provide written notice of the occurrence to the Cooperator, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Henry Co. Cooperator shall, within 30 day after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Cooperator to Henry Co.
9. This Agreement of Understanding constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Illinois.

This Agreement of Understanding shall be in effect until either party shall notify the other in writing of its intent to withdraw from this Agreement and the effective date of that withdrawal. Any terms of this Agreement may be amended by mutual consent of the parties except where such amendment may be in contravention of legislative or regulatory mandate. Withdrawal from this Agreement by either party shall suspend all rights affirmed herein unless specified by another agreement.

**The GIS Products being provided via this Agreement of Understanding are:**

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**Cooperator** shall pay Henry Co. a fee to cover the direct cost of materials and services.

**Other restrictions imposed on the use of such Products are:**

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The undersigned acknowledges the terms and conditions of the Agreement of Understanding specified above and warrants to Henry Co. that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

**Authorizing Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

**Company or Affiliation:** \_\_\_\_\_

**Henry County acknowledges this Agreement of Understanding.**

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**GIS Department Staff** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Department Head or Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

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To submit this form please print, complete, and mail to: Henry County GIS Department  
307 W Center St.  
Cambridge IL 61238

## **Exhibit E**

### ***Data Grant Agreement***

*(starts on next page)*

**DATA GRANT AGREEMENT**  
**Terms and Conditions Concerning Use Of**  
**Geographic Information System Data**  
**Provided By HENRY COUNTY**

This Agreement specifies the terms and conditions under which Henry County Geographic Information System digital data and /or digital data products shall be used where those data have been provided through a Data Grant Agreement with Henry County at *the direct cost of materials and services*. Digital data products are distributed through the GIS Department, located at the Henry County Courthouse, 307 W Center St, Cambridge, Illinois.

**Georeferencing System**

All Geographic Information System, (hereinafter GIS), data distributed by Henry Co. are in the UTM Feet (West Zone) Coordinate System.

**Format**

Parcel-based Henry Co. GIS data are distributed as Microsoft ACCESS™ database files (.mdb), Bentley Microstation™ (.dgn) or as ESRI ArcInfo™ shapefiles. Henry Co. will not provide the computer software or hardware needed to access the data. Requests for other data formats will be considered.

**Media**

All data products related to this Grant Agreement are distributed ACCORDING TO Exhibit B, (Fee structure).

***USE OF DATA PROVIDED UNDER THIS AGREEMENT***

Henry Co. will grant the use of pertinent Henry Co. data to agencies, organizations or individuals, hereinafter referred to as Grantee, for research or special projects that benefit the citizens of this County. **Data provided under this Agreement are intended for the sole use of the Grantee** in support of the specific project referenced in the request. They should not be distributed or resold to other agencies, organizations or individuals without the prior express written consent of the Henry Co. and then only in support of the specified project. Data may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project. **Data are granted for the life of the project.** Data stored in digital form on any medium are provided for the duration of the project activity and shall be deleted or removed from such medium when the project is completed.

A copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to Henry Co. at the GIS Department.

**Henry Co. GIS cadastral map data do not replace or modify land surveys, deeds, and /or other legal instruments defining land ownership and use.**

### ***Limitations***

1. Henry Co. is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Henry Co. GIS products distributed by Henry Co. contain information from publicly available sources. The products have been developed for internal use by Henry Co. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Henry Co. makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Henry Co. shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks, and energy.
5. Henry Co. shall not be subject to liability for any lost profits or consequential damages, or claims against the Grantee by Third parties. The liability of Henry Co. for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
6. The Grantee releases Henry Co. and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing and programs or data stored in or used with the Henry Co. GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising out of the use of or inability to use the Henry Co. GIS data.
7. The Grantee shall indemnify and hold harmless Henry Co. and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Henry Co. GIS data.

### ***Restrictions On Use***

1. The Grantee understands that this is a one-time only delivery and that Henry Co. has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Henry Co. GIS product.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and

products established or produced by Henry Co. or the vendors furnishing said items to Henry Co.

4. Copies - The Grantee may copy the Henry Co. data provided via this agreement only for backup purposes.
5. Derived Products - Graphic displays and printed tabular listings derived from Henry Co. GIS data may be used in publications and presentations, provided that credit is given to Henry Co. as the custodian of the data and credit is also given to the original source of the data if other than Henry Co. Henry Co. requires that in the use of these data the Grantee employ, attach or release a statement which includes the following text:
6. Henry County makes no claims as to the reliability of the data or the validity of any future use of these data. Henry County GIS maintains an ongoing program to record and correct errors in these data that are brought to its attention. Henry County GIS maintains records regarding the methods used to collect and process these digital data and will provide this information upon request.
7. The Grantee shall use the GIS Products exclusively for internal use and it is not for use by any entity that is affiliated with the Grantee.
8. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the Grantee agrees that the GIS Products or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Henry Co.
9. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Henry Co. may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Henry Co. Grantee shall, within 30 day after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Henry Co.
10. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
11. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Illinois.

**Project Name and Description:**

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**Organization:** \_\_\_\_\_  
(Name) (Telephone Number)

**Project Contact Person:** \_\_\_\_\_

**The Products being granted by Henry Co. for this Project are:**

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**Grantee** shall pay Henry Co. a one-time fee of \_\_\_\_\_ for the direct cost of materials and services.

**The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above:**

**Authorizing Signature:** \_\_\_\_\_

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

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

**Affiliation:** \_\_\_\_\_

**Henry County agrees to this Data Grant Agreement for the purpose specified above:**

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**GIS Department Staff** **Date**

---

**Department Head or Authorized Agent** **Date**

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307 W Center St.  
Cambridge IL 61238

## **Exhibit F**

### ***Data Acquisition Agreement***

*(starts on next page)*

**Henry County GIS Data Distribution  
Data Acquisition Agreement  
By and Between**

**Henry County AND**

\_\_\_\_\_ (hereinafter referred to as Customer)  
(Print or Type Customer Name)

\_\_\_\_\_  
(Print or Type Customer Address)

\_\_\_\_\_  
(Print or Type Customer Telephone Number)

\_\_\_\_\_  
(Print or Type Customer Contact Person)

Henry County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on the UTM coordinate system, and

**Henry Co.** is willing to authorize the use of the GIS parcel-based data to Customer, and

**Customer** wishes to acquire GIS parcel-based data as listed on Page 4 of this Acquisition Agreement, pursuant to the terms of this Agreement.

**Customer** shall pay Henry Co. a one-time fee of \_\_\_\_\_.

**Customer** hereby acknowledges the limitations of the GIS Product and information contained therein and restrictions on the use of the GIS Products.

## **Limitations**

1. Henry Co. is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Henry Co. GIS products distributed by Henry Co. contain information from publicly available sources. The products have been developed for internal use by Henry Co. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Customer understands and acknowledges that the products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Henry Co. makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Henry Co. shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks, and energy.
5. Henry Co. shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of Henry Co. for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases Henry Co. and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing and programs or data stored in or used with the Henry Co. GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the Henry Co. GIS data.
8. The Customer shall indemnify and hold harmless Henry Co. and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Henry Co. GIS data.

## ***Restrictions On Use***

1. The Customer understands that this is a one-time only delivery and that Henry Co. has no responsibility for updating this product or information therein.
2. This purchase of data by the Customer does not constitute a sale of any title or interest in the Henry Co. GIS product.

3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Henry Co. or the vendors furnishing said items to Henry Co.
4. Copies - The Customer may copy the purchased Henry Co. data only for backup purposes and not for use by any party other than the Customer.
5. Derived Products - Graphic displays and printed tabular listings derived from Henry Co. GIS data may be used in publications and presentations, provided that credit is given to Henry Co. as the custodian of the data and credit is also given to the original source of the data if other than Henry Co.
6. The Henry Co. GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of purchase.
7. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Henry Co. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Henry Co. may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Henry Co. Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Customer to Henry Co.
9. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Illinois.

Henry Co. provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

**The Products being authorized for use by the Customer are:**

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The period of time for which the Customer is allowed the right to use the Products is **one year**. Customer may be granted an extension upon written request.

**Other restrictions imposed on the use of such Products are:**

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The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to Henry Co. that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement;

**Authorizing Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

**Company or Affiliation:** \_\_\_\_\_

**Henry County acknowledges this Data Acquisition Agreement.**

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**GIS Department Staff** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Department Head or Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

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To submit this form please print, complete, and mail to:

Henry County GIS Department  
307 W Center St.  
Cambridge IL 61238

## **Exhibit G**

### ***Termination of Agreement***

(starts on next page)

**Notification of  
Termination of Agreement  
for Use of Geographic Information System Data and / or Products**

Henry County hereby notifies

\_\_\_\_\_  
(Print or Type Name of Contact Person or Agent)

\_\_\_\_\_  
(Print or Type of Organization or Agency Name)

\_\_\_\_\_  
(Print or Type Complete Address)

of the Termination of Agreement to \_\_\_\_\_ the use of  
(Grant or Exchange or Acquire)

Henry County GIS data and / or products, which was originally entered into on

\_\_\_\_\_,  
(month, day, year)

due to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which is a breach of or non-compliance with the terms or provisions of the Agreement.

The Agreement, a copy of which is attached, shall terminate 60 days following receipt of this notification. The notified person, agent, organization or agency shall, within 30 days after termination of this Agreement, return all GIS data and /or products received from Henry County to the Henry County GIS Department, located at the Henry County Courthouse, 307 W. Center St., Cambridge, Illinois. All GIS data that were provided by Henry County and are being stored by the notified person, agent, organization or agency in digital form on any medium shall be deleted or removed from such medium within 30 days after termination of this Agreement.

\_\_\_\_\_  
**GIS Department Staff** **Date**

\_\_\_\_\_  
**Department Head or Authorized Agent** **Date**

## **Exhibit H**

### ***General Limitations (for all other requestor's)***

(starts on next page)

## **General Limitations**

The Data provided on \_\_\_\_\_, is provided “as is” without  
Date

warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. Henry County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

The undersigned understands the Limitations specified above.

Requester’s Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Witnessed by \_\_\_\_\_ Date \_\_\_\_\_

## Henry County Data Fee Schedule – April 2004

Description	Rate	Minimum
<b>Direct Expenses to Provide Product:</b>		
Analysis / Programming / Map Design ***	\$50.00/hr	.10 hr
Computer / Plotter Processing	\$10.00/hr	.10 hr
Printed Map Products		
8 ½ X 11	\$2.00 / page	
Plotted Paper (max 36" X unlimited")	\$0.016 / sq in	
Plotted Mylar	\$0.03 / sq in	
Reports from Tabular Data	\$0.05 / page	\$2.00
Reports with owner name & address	\$0.05 / page plus per parcel fee	\$2.00
CD-ROM – 700MB	\$2.50 / disk	
DVD+R – 4.7GB	\$5.00 / disk	
3.5" Diskette – 1.4MB	\$1.00 / disk	
Shipping for postage and packing materials		varies

**Digital Data\*:** (agreement required)

Setup Costs (individual / corporate)	Direct Expenses plus \$25.00 / project
Setup Costs (non-profit / government)	Direct Expenses plus \$5.00 / project
Cadastral data* (SHP) (includes parcel number**)	\$0.10 / parcel

Digital Orthophotography	#CD's	#DVD's	COST
Entire County (1993, TIFF, 1 meter resolution) (274 image files, each cover approx.4 sq miles)	4	1	\$500.00 or \$2.00/image
Cities, Towns, Villages (1999, TIFF, 6 inch resolution) (462 image files, each cover approx. ¼ sq mile)	18	3	\$1000.00 or \$3.00/image

Per Parcel Data Fee\*\*\*:

For Owner and/or address information	Level	# Parcels	Min Rate + \$/Parcel	Min	Max
<i>(Henry county contains approx 28,000 parcels)</i>	1	1-3000	\$0 + \$0.05	\$0.05	\$150.00
	2	3001-7000	Level 1 Max + \$0.04	\$150.04	\$310.00
	3	7001-15000	Level 2 Max + \$0.03	\$310.03	\$550.00
	4	15001-and up	Level 3 Max + \$0.02	\$550.02	

**\*Available Formats**

Digital Data is deliverable in a variety of formats. Contact the GIS department for availability. Standard formats are; Shapefile (SHP), Access database (MDB) and ASCII (TXT).

Cadastral data (shapefiles) may be “clipped” to a smaller rectangular area, like township or city, to reduce the parcel count. See “Metadata” section for additional information on available data.

**\*\*Does NOT include Owner name, mailing address, and location address. Per parcel fee applies for data which includes this information.**

**\*\*\* Waived for Government & Non-profit agencies**

**Example #1: Map, CD-ROM & Report (for Individual or Corporate entity)**

Customer requests a report of all properties within a 5-mile radius of the Courthouse. They request a map as well as a printed report and a CD-ROM with ownership parcel data.

The project takes 1 hour of programming & analysis and 30 minutes additional processing time, which includes creating a CD-ROM. The information was printed on a 17x22 paper map and the paper report was 20 pages.

The customer was charged as follows:

Analysis	\$50.00	(1.0 hour at \$50/hour)
Processing	\$15.00	(1.5 hours at \$10/hour)
Map 17x22	\$5.98	(17 x 22 x \$0.016 cents)
CD-ROM	\$2.50	
Paper Report	\$2.00	
800 parcels on printed report	\$40.00	(800 x \$0.05 cents)

**Total cost \$115.48**

Processing includes the use of the computer to do the analysis/programming and map design as well as the time to process the information.

**Example #2: Digital Data, CD-ROM (for Non-profit or Government Agency)**

Customer requests an extract of GIS data for the Village of Cambridge and 500 feet beyond the corporate limits placed on a CD-ROM. The parcel layer is to include all available ownership data

The project takes 1 1/2 hours of programming & analysis and 1 hour additional processing time, which includes creating a CD-ROM.

The customer was charged as follows:

Analysis	\$0.00	(waived for these entities - \$75 otherwise)
Processing	\$25.00	(2 1/2 hours at \$10/hour)
CD-ROM	\$2.50	
Setup Costs	\$5.00	(\$25 for individual or corporate)
Cadastral data of 1033 parcels	\$103.00	(1300 x \$0.10 cents)
Per parcel data fee	\$0.00	(waived for these entities - \$51.65 otherwise)
<b>Total cost</b>	<b>\$135.50</b>	<b>(\$282.15 for individual or corporate)</b>

**THIS PAGE IS INFORMATIONAL ONLY AND IS TO BE USED AS GUIDELINES FOR PRICING INFORMATION REQUESTS.**

# Metadata

## Shapefile(s) (SHP):

Subsets vary by area specified, but layers may include (in alphabetical order):

Layer	Line	Text	Polygon
Corporate Boundary	X		
County Line	X		
Lot Dimension		X	
Lot Line	X		
Lot Number		X	
Parcel Acreage		X	
Parcel Block Number		X	
Parcel Boundary			X
Parcel Dimension		X	
Parcel Number		X	
Railroad Center Line	X		
Railroad name		X	
Railroad Right-of-way	X		
Road Center Line	X		
Road Name		X	
Road Right-of-way	X		
Section Line	X		
Section Number		X	
Subdivision Block Number		X	
Subdivision Boundary	X		
Subdivision Name		X	
Township Line – Geographic	X		
Township Line – Political	X		
Water Line	X		
Water Name		X	

## Projection Information:

Projection: **Transverse Mercator (UTM)**

Planar coordinates are specified in **survey feet**

The horizontal datum used is **North American Datum of 1983 Zone 15N**

## Assessment Data:

List of available assessment fields:

X = Currently not used

X	Long Name	Field Name	Type	Size
	Parcel Identification Number	PIN	Text	10
	Parcel's physical address	Location	Text	25
	Owner's name	Owner	Text	25
	Mailing Address – Line 1	Address1	Text	25
	Mailing Address – Line 2	Address2	Text	25
	Mailing City name	City	Text	25
	Mailing State	State	Text	2
	Mailing Zip Code	ZIP	Text	5
	Short legal description	Legal	Text	200
	Prior Year Assessment – AG Land	AGLand	Long Integer	4
	Prior Year Assessment – AG Improvements	AGImpr	Long Integer	4
	Prior Year Assessment – Non-AG Land	NonAGLand	Long Integer	4
	Prior Year Assessment – Non-AG Improvements	NonAGImpr	Long Integer	4
	Prior Year Assessment – Total	Total	Long Integer	4
	Current Assessment – AG Land	BORAGLand	Long Integer	4

	Current Assessment – AG Improvements	BORAGImpr	Long Integer	4
	Current Assessment – Non-AG Land	BORNonAGLand	Long Integer	4
	Current Assessment – Non-AG Improvements	BORNonAGImpr	Long Integer	4
	Current Assessment – Total	BORTotal	Long Integer	4
	Parcel classification	Classification	Text	4
	Total acres	Acres	Single	4
	AG Use Acres	AGUseAcres	Single	4
	Tax code	TaxCode	Text	6
X	Pollution (EPA) Number	EPANum	Text	12
X	Pollution (EPA) Tax amount	EPAAmt	Integer	2
	Home owners exemption flag	HomeOwnersFlag	Text	1
	Home owners pro-rated factor	HomeOwnersRate	Integer	2
	1977 Base assessment	Base1977	Long Integer	4
	Homestead exemption flag	HomesteadFlag	Text	1
	Disabled American Veteran exemption flag	DAVFlag	Text	1
X	Home improvement application status flag	HIEAppStatus	Text	1
	Home improvement assessment – year 1	HIEYear1	Long Integer	4
	Home improvement assessment – year 2	HIEYear2	Long Integer	4
	Home improvement assessment – year 3	HIEYear3	Long Integer	4
	Home improvement assessment – year 4	HIEYear4	Long Integer	4
	Senior Citizen Assessment Freeze flag	SCTFFlag	Text	1
	Senior Citizen Assessment Year Frozen	SCTFYear	Integer	2
	Senior Citizen Assessment Frozen Assessment	SCTFAmount	Long Integer	4
X	Senior Citizen Assessment Application status	SCTFAppStatus	Text	1
	Veterans Organization Assessment Freeze flag	VOAFFlag	Text	1
	Veterans Organization Assessment Year Frozen	VOAFYear	Integer	2
	Veterans Organization Assessment Frozen Assessment	VOAFAmount	Long Integer	4
	Fraternal Organization Assessment Freeze flag	FOAFFlag	Text	1
X	Fraternal Organization Assessment Year Frozen	FOAFYear	Integer	2
X	Fraternal Organization Assessment Frozen Assessment	FOAFAmount	Long Integer	4
	Document number from last sale	Document	Text	12

**Taxing Data:**

List of available Taxing fields:

X = Currently not used

X	Long Name	Field Name	Type	Size
	Parcel Identification Number	PIN	Text	14
	Parcel's physical address	Location	Text	30
	Owner's name	Owner	Text	30
	Mailing Address – Line 1	Address1	Text	30
	Mailing Address – Line 2	Address2	Text	30
	Mailing City name	City	Text	20
	Mailing State	St	Text	2
	Mailing Zip Code	Zip	Text	5
	Installment 1 – Owed	Inst1Amt	Single	4
	Installment 1 – Date paid	Inst1Paid	Date/Time	8
	Installment 2 – Owed	Inst2Amt	Single	4
	Installment 2 – Date paid	Inst2Paid	Date/Time	8
X	Taxes Sold Status	SoldStatus	Text	1
X	Forfeited Taxes	BackTaxAmt	Single	4
X	Scavenger Status	Scavenger	Text	1
X	Buyer number	BuyerNumber	Text	3
	Tax Code	TaxCode	Text	10
	Tax Rate (per \$100 EAV)	TaxRate	Text	10
	Taxable EAV	Taxable	Long Integer	4