



Revised

In-Place Executive Committee

James Carius Community Room

Wednesday, July 30, 2025

During County Board Meeting

I. Roll Call

II. New Business

- E-25-65 A. Recommend to Approve Intergovernmental Agreement for Computer Assisted Mass Appraisal Software (CAMA)
- B. Executive Session – 5 ILCS 120/2(c)(1) – Personnel
- E-25-69 C. **Recommend to approve amendment to Employment Agreement with Administrator Michael Deluhery**

III. Recess

Members: Chairman Brett Grimm, Vice Chairman Michael Harris,
 Russ Crawford, Jay Hall, Kim Joesting, Greg Menold,
 Dave Mingus, Nancy Proehl, Greg Sinn, Max Schneider,
 Eric Stahl

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve Adopting and Authorizing Intergovernmental Agreements for Computer Assisted Mass Appraisal Software (CAMA); and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, et seq. the Parties can enter into agreements which provide for joint cooperation by and among the Parties; and

WHEREAS, pursuant to 35 ILCS 200/9-30, township assessors may spend funds for the preparation, establishment and maintenance of a detailed property record system which would provide information useful to assessment officials; and

WHEREAS, Tazewell County has entered into a contract with DEVNET to provide an integrated property tax system; and

WHEREAS, DEVNET has contracted with Tazewell County to allow any interested Township to access and use the property tax system for an agreed upon cost pursuant to the Tazewell County contract; and

WHEREAS, Tazewell County wishes to enter into this IGA with any interested township situated within the County to assist in the automation of property records and the provisions of tools necessary to calculate property assessments in a manner in which the County and the Township deem appropriate and cost-effective.

THEREFORE, BE IT RESOLVED by the County Board of Tazewell County that the Intergovernmental Agreement for Computer Assisted mass Appraisal Software (CAMA) that is attached hereto be approved and adopted and that the Tazewell County Board Chairman is authorized to enter into this Intergovernmental Agreement with any interested Township.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Supervisor of Assessments of this action.

PASSED THIS 30th DAY OF July, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT FOR COMPUTER ASSISTED MASS APPRAISAL SOFTWARE (CAMA)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “the Agreement”) is entered into by and between the Township of _____ (hereinafter “Township”) and Tazewell County (collectively “the Parties”).

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, et seq. the Parties can enter into agreements which provide for joint cooperation by and among the Parties; and

WHEREAS, pursuant to 35 ILCS 200/9-30, township assessors may spend funds for the preparation, establishment and maintenance of a detailed property record system which would provide information useful to assessment officials; and

WHEREAS, Tazewell County has entered into a contract with DEVNET to provide an integrated property tax system; and

WHEREAS, DEVNET has arranged with Tazewell County to allow the Township to access and use the property tax system for an agreed upon cost pursuant to the Tazewell County contract; and

WHEREAS, Tazewell County wishes to enter into this IGA with the Township to assist in the automation of property records and the provisions of tools necessary to calculate property assessments in a manner in which the County and the Township deem appropriate and cost-effective.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Section 1. Tazewell County Obligations.

- A. Tazewell County, specifically through the Tazewell County Supervisor of Assessments, agrees to cooperate with the Township and DEVNET (the “vendor”) to implement the integrated property tax system for the term of this Agreement.
- B. Tazewell County agrees to pay all of the CAMA related software, tools, conversion costs, and fees, specifically including APEX sketch license costs and fees, for the Township for each year for the term of this Agreement.

Section 2. Township Obligations.

- A. Township agrees to utilize the DEVNET integrated property tax system for the term of this Agreement.

- B. Township agrees to participate in any training provided by the County Supervisor of Assessments.
- C. Township agrees to abide by the terms and conditions of this contract between Tazewell County and DEVNET, which is attached hereto as Exhibit A.

Section 3. Terms. This Agreement shall be effective from the date of execution until December 31, 2030.

Section 4. Renewal. This Agreement shall renew annually with the specific approval of the Tazewell County Board.

Section 5. Notices. All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

Nicole Jones
Tazewell County Supervisor of Assessments
11 S. Fourth St, Suite 410
McKenzie Bldg.
Pekin, IL 61554

Township Assessor for the Township of _____
_____. (Office Address)
_____. (City, State, Zip)

Section 6. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising from the interpretation or performance of this Agreement shall be within Tazewell County, Illinois.

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instruments. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

IN WITNESS WHEREOF, the Tazewell County Board Chairman and the Township of _____ have caused this Agreement to be executed and attested in its name by its duly authorized officers as of the date shown below, and this Agreement shall be effective as set forth in Section 3 and 4 of this Agreement.

TAZEWELL COUNTY

_____ Date: _____
Tazewell County Board Chairman

TOWNSHIP OF _____

_____ Date: _____

_____ (Printed Name)
Township Board Supervisor

ATTEST:

_____ Date: _____

_____ (Printed Name)
Township Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board that the revised Employment Agreement between Tazewell County and Michael Deluhery as County Administrator be approved; and

WHEREAS, the agreement changes the amount of time for written notice of termination by the County Administrator from forty-five (45) days to thirty (30) days.

THEREFORE BE IT RESOLVED that the County Board approves the recommendation and authorizes the County Board Chairman to sign the agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Chairman, State's Attorney, and the Payroll Division of this action.

PASSED THIS 30TH DAY OF JULY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REVISED AGREEMENT

THIS AGREEMENT made this 31st day of July, 2024, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate, hereinafter called the "Employer", and Michael Deluhery, in his employment as County Administrator for Tazewell County, hereinafter called the "Employee" .

RECITALS

WHEREAS, the Employer has an existing employee contract with the Employee which had a starting effective of May 16, 2022; and

WHEREAS, the Employer is entering into a revised employment contract with Employee on July 31, 2024; and,

WHEREAS, the effective dates of said contract are to be July 31, 2024 through November 30, 2025; and,

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(1) **Period of Employment.** This Agreement shall be in full force and effect until November 30, 2025, unless it is terminated earlier pursuant to the provisions of paragraph (8), (16) or (18) of this Agreement.

(2) **Employee Duties.** During the period of employment herein described, Employee shall perform the duties of County Administrator as set forth by law, including but not limited to the laws of the State of Illinois, all rules and ordinances of the County Board, the County Administrator's job description, and such other duties as the Tazewell County Board or County Board Chairman may lawfully assign to Employee. In so doing, Employee shall comply with all such laws.

(3) **Hours of Work.** The parties realize that the position of County Administrator requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Employee shall work whatever hours may be necessary in order for him to fulfill the requirements of

the position of County Administrator, but in any event not less than forty (40) hours per week.

(4) **Employees' Salary.** The Employee shall receive an annual salary of \$154,548.00 for the period commencing July 31, 2024, and said salary shall be paid in bi-weekly installments. A performance evaluation will be conducted by the Executive Committee and the County Board Chairman. Effective December 1, 2024, the Employee shall receive an annual salary of \$160,729. Future evaluations and pay increases shall become effective the first of December of each year, consistent with other County employees. After December 1, 2024, the Employee will be given an annual increase comparable to the increase approved by the County Board for other non-union employees with a yearly minimum increase of two percent. Evaluations are based on the period August 1 through July 31, of each year.

(5) **Performance Evaluation.** The Executive Committee and the County Board Chairman shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Employee shall be given an opportunity to discuss the evaluation with the Executive Committee and County Board Chairman. Said review and evaluation shall be submitted for County Board approval in accordance with specific criteria developed by the County Board. Said criteria may be added to or deleted from as the County Board may determine as they see fit. Further, the County Board shall provide the Employee with a summary written statement of the findings of the Executive Committee and the County Board Chairman.

(6) **Vacation Pay.** A maximum of one hundred (120) hours, or fifteen (15) days of vacation leave may be carried forward from one calendar year. Any vacation leave scheduled which exceeds five (5) consecutive work days must be first approved by the County Board Chairman. Upon implementation of the Employment Agreement, employee will accrue, effective upon employment date, per pay period at an hourly rate, equal to four (4) weeks vacation. All vacation leave earned prior to the effective date of this Agreement shall remain intact. Any vacation leave accrued under the terms hereof and remaining unused, at the termination of this Agreement will be paid

in cash to Employee at such time in an amount equal to the number of hours of such unused vacation leave multiplied by the Employee's then current hourly rate of pay.

(7) **Sick Leave.** Employee shall receive the same sick leave benefits provided under the Tazewell County Personnel Policy, and all benefits earned prior to the effective date of this Agreement shall remain intact.

(8) **Disability Termination.** Notwithstanding anything in this Agreement to the contrary, the Employer is hereby given the option to terminate this Agreement in the event Employee shall, during the term hereof, become permanently disabled as the term permanently disabled is hereinafter fixed and defined. Such option shall be exercised by the Employer giving notice to Employee by registered mail, addressed to him in care of the Employee at his current residence, or at such other address as Employee shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were originally herein set forth as the termination date hereof.

For the purpose of this Agreement, Employee shall be deemed to have become permanently disabled, if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling or shall have failed to perform his duties for a total period of sixty (60) days, irrespective of whether or not such days are consecutive, beyond the sick leave time and vacation time accrued. For the purpose hereof, the term "any year of the term hereof" is defined to mean any twelve (12) calendar months period commencing December 1 and terminating November 30, during the terms of this Agreement. If Employee becomes permanently disabled then the Employer shall have no obligation to Employee for the severance payment as described in paragraph 16.

(9) **Automobile.** Employee shall provide his own automobile. Employee is solely responsible for all costs and expenses associated with such automobile, including but not limited to purchase, maintenance, insurance, license, registration, fines and fees. The Employer will pay a monthly car allowance of \$300.00.

(10) **Other Business Expense.** Upon prior approval of the County Board Chairman, the Employer shall reimburse Employee for other Employee business expenses, such as, but not limited to, the following: air travel, taxi, auto rental, lodging, meals, professional memberships (including ICMA, ILCMA, IACA, GFOA, IGFOA, and NACO) and subscriptions to the publications and registration fees for training programs or conferences offered by organizations, or as provided in the County Personnel Policy. Such reimbursement is limited to the amount budgeted by the County Board in the administrator Expenses line item.

The Employer will provide Employee with a laptop computer and cell phone, or a mobile phone reimbursement per the Employer's policy at the Employee's discretion, to be used in performing his duties for Employer according to the same policies applicable to other County Employees.

(11) **Group Medical Insurance Benefits.** The Employer shall offer employee health, hospitalization, dental, and optical coverage in accordance with the County Personnel Policy. The employer will make dependent coverage available in accordance with the Personnel Policy. The Employer waives any waiting period for enrollment.

(12) **Tuition Reimbursement.** Employer shall pay tuition costs for the Employee to enroll in courses required to obtain a master's degree in public administration (MPA) in Northern Illinois University's (NIU) Master of Public Administration program. Employee shall receive reimbursement for tuition costs following the completion of each academic course term. Employer shall pay reimbursements only for those courses in which Employee receives academic credit and until Employee obtains the MPA from NIU.

(13) **Other Benefits.** There are 457(b) investment options available.

(14) **Outside Activities.** The ICMA code of conduct is to be strictly adhered to including political neutrality. Employee shall not engage in any activity for which he receives compensation without prior approval of the County Board Chairman. Employee agrees that he shall not engage in any outside activity which may create an actual or perceived conflict of interest. Employee also agrees to arrange the outside

activity so as not to intrude upon Employee's ability to devote his full-time and attention to Employer's affairs. Employee shall sign a statement of no conflict of interest and file a copy with the County Clerk when engaging in outside activities for compensation. All work shall be conducted during evenings and weekends unless the Employee is authorized to use personal or vacation time by the County Board Chairman.

(15) **Holidays.** Employee shall receive the same paid holidays as are afforded to other County Employees.

(16) **Termination by the Employer.** Employer may terminate this Agreement at any time by a two-thirds vote of the County Board in favor of termination. It is understood and agreed by the parties that Employee shall be an employee "at will" and may be dismissed without cause. The termination of Employee is so specified in the Title 1, Chapter 3 of the Tazewell County Code, Sec. 5.

(17) **Severance Pay.** In the event the Employer terminates this Agreement and Employee's employment under paragraph (16), the Employer agrees to pay Employee twenty weeks severance pay in a single lump sum payment. Said Payment shall be calculated by dividing the Employee's then current annual salary. Any amounts required to be deducted such as Federal Income Tax, FICA, State Income Tax, and IMRF shall be subtracted from the lump sum payment. Employee shall also be compensated for unused vacation leave in accordance with paragraph (6). Employee agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits Employee may have under the terms of this Agreement or otherwise. For a period of four months following the date of termination, the Employer shall pay one hundred percent (100%) of the premium costs to continue group medical insurance benefits for the Employee and dependents as provided in paragraph (11).

In the event Employee is terminated after being formally charged in a court of competent jurisdiction with any criminal violation committed in his official capacity or evidencing dishonesty and the Employer finds that Employee more likely than not

committed such offense then the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event Employee is terminated after being found guilty by a court of competent jurisdiction of any criminal violation committed in his official capacity or evidencing dishonesty, or admits to committing any unlawful act involving personal gain to him, the Employer shall have no obligation to Employee for the severance payment described in this paragraph.

In the event the Employee fails to comply with paragraph (14) of this Agreement, the Employer may choose to terminate this Agreement and shall have no obligation to Employee for the severance payment as described in this paragraph.

In the event the Employer decides not to renew or extend this Agreement, the Employer shall have no obligation to pay Employee severance pay as described in this section.

(18) **Termination by Employee.** Employee may terminate this Agreement at any time by giving ~~thirty (30) forty-five (45)~~ days written notice to the County Board Chairman ~~and County Board members and acceptance by the County Board of such termination.~~

(19) **Eligibility for Benefits Afforded Other County Employees.**

Except for the benefit categories indicated in previous paragraphs of this Agreement, Employee shall receive the same employment benefits as are provided to other County Employees.

(20) **Renewal.** The Employer and Employee may meet to discuss the renewal of this Agreement at any time during its term.

(21) **Amendments.** All amendments of this Agreement are invalid and ineffective unless reduced to writing and signed by all parties.

(22) **Indemnification.** Unless otherwise prohibited by applicable law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of

Employee's duties as County Administrator or resulting from the exercise of judgment or discretion in connection with the performance of official duties or responsibilities, unless the act or omission involved willful, wanton, or intentional conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action is made, including any appeals brought by either party. Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, provided such claim or claims does not arise out of a claim for intentional conduct and shall not include punitive damages. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as proved in this Section, to be available. Employee recognizes that Employer shall have the right to compromise or settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee only reasonable travel expenses when Employee serves as a party or witness of Employer regarding pending litigation. Failure of Employee to immediately notify Employer of any claim, or legitimate threat, of legal consequence known to Employee, where the potential claim is against either Employee or Employer, may preclude Employee or the claimant from any future monetary payment by the Employer due to the claim and Employee may not bind Employer for settlement of any such claims where notice to Employer was concealed. The parties acknowledge that this indemnification provision does not extend to any contract dispute between Employer and Employee.

(23) **This Agreement.** This Agreement shall be binding upon each of the parties and their respective successors, assigns, and heirs as the case may be. Employee shall not assign any of the personal services to be rendered by the employee under this Agreement. Any such assignment shall constitute employee's written notice of resignation.

Adopted this 30th day of July, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ACCEPTED BY:

Employee