



Alison White

From: Alison White
Sent: Monday, November 20, 2017 8:38 AM
To: Sandy Fedden; Pamela Reece; Andrew Huhn; Brian Day; Mark Peterson
Cc: Alison White
Subject: FW: FOIA request

Due Date: 11/28/17

From: Bloomington Normal News [mailto:blnnews@yahoo.com]
Sent: Monday, November 20, 2017 8:23 AM
To: Alison White <awhite@normal.org>
Subject: FOIA request

I am requesting the following information under the Freedom of Information Act:

- 1) Names of all individuals who received or will receive a Target giftcard
- 2) Amount received by each individual
- 3) Copies of all employment agreements showing the possibility of receiving a bonus
- 4) Copies of reporting to the IRS for this additional compensation

This request is a non-commercial request. I am requesting electronic copies. I am requesting fees be waived as outlined in the FOI Act as this is a request for public information that is to be shared publicly.

If a waiver of fees is not given then I do request an estimate of the cost be provided prior to filling the FOIA request.

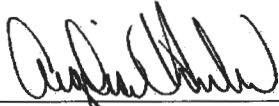
Diane Benjamin
BlnNews.com



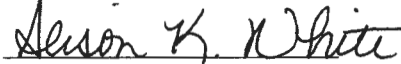
NOTICE OF DENIAL

Your request for copies of public records received on 11/20/17 has been partially denied on 11/28/17, pursuant to the following Statutes:

- A. 5 ILCS 140/7(1)(a) provides an exemption for information that is specifically prohibited from disclosure under federal or State law. Federal law prohibits the disclosure of tax "return information," which includes the information reported on an employee's W-2. See, 26 USC § 6103.
- B. 5 ILCS 140/7(1)(b) provides an exemption for "private information," as defined under 5 ILCS 140/2(c-5). That definition includes an individual's personal financial information, which would include the individual's tax-reporting information.

By: 

Angelia Monker, Town Clerk



Alison K. White, Deputy Clerk

APPEAL RIGHT

Pursuant to law, you are entitled to appeal the decision denying your request for certain information. You may appeal by requesting a review by the Attorney General's Public Access Counselor within 60 calendar days from the date of this denial. Here is the contact information of the Public Access Counselor:

Office of the Attorney General
Public Access Bureau
500 S. 2nd Street
Springfield, Illinois 62706
217-558-0486
publicaccess@atg.state.il.us

You also have the right to judicial review. Suit may be filed in the Circuit Court for McLean County:

Law and Justice Center
Circuit Clerk
104 W. Front St.
Bloomington, IL 61701
309-888-5301
www.co.mclean.il.us/circuitclerk



November 27, 2017

[Delivered via email]

Diane Benjamin
blnnews@yahoo.com

Dear Ms. Benjamin:

This letter is in response to your FOIA request of November 20, 2017. This was a four-part request seeking various information. In many cases, there are no documents that exist that are relevant to your request. While the Town is not required to provide explanations under FOIA, this letter answers some of the questions that you asked.

1. **Names of all individuals who received or will receive a Target gift card:** All Town employees who earn benefits from the Town will receive a gift card. There are approximately 400 such employees. If you want a list of the names of all of the Town employees, please let us know and we will generate that list.
2. **Amount received by each individual:** \$60.
3. **Copies of all employment agreements showing the possibility of receiving a bonus:** Copies of the collective bargaining agreements for police and fire personnel can be found on the Town's Internet website at <http://il-normal.civicplus.com/145/Collective-Bargaining-Agreements>. The City Manager's contract is attached. All other employees are non-contractual employees.
4. **Copies of reporting to the IRS for this additional compensation:** The amount of the gift card is included in the employees' W-2 form submitted to the IRS. Tax reporting for an employee is exempt from disclosure under FOIA under the following exemptions:
 - 5 ILCS 140/7(1)(a) provides an exemption for information that is specifically prohibited from disclosure under federal or State law. Federal law prohibits the disclosure of tax "return information," which includes the information reported on an employee's W-2. See, 26 USC § 6103.
 - 5 ILCS 140/7(1)(b) provides an exemption for "private information," as defined under 5 ILCS 140/2(c-5). That definition includes an individual's personal financial information, which would include the individual's tax-reporting information.

Yours sincerely;

A handwritten signature in black ink that reads "B. D. Day".

Brian Day
Corporation Counsel

"Committed to Service Excellence"

11 Uptown Circle • Post Office Box 589 • Normal, Illinois 61761-0589
Telephone (309) 454-2444 • Fax (309) 454-9609 • TDD (309) 454-9630
www.normal.org

RESOLUTION NO. 5338

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR THE
EMPLOYMENT OF A MUNICIPAL MANAGER

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the employment of a municipal manager is a matter pertaining to the local government and affairs of the Town of Normal; and

WHEREAS, The Town of Normal has authority, under Article 5 of the Illinois Municipal Code, to appoint a municipal manager and enter into an employment agreement for a municipal manager; and

WHEREAS, the President and Board of Trustees have appointed Mark R. Peterson to serve as municipal manager; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Normal to enter into an employment agreement with Mark R. Peterson for the position of municipal manager.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President is authorized to execute, for and on behalf of the Town of Normal, an agreement for the employment of Mark R. Peterson as the municipal manager. A copy of that agreement is attached as "Exhibit A" and incorporated into this resolution.

SECTION TWO: That the Town Clerk is authorized and directed to attest the signature of the President on the agreement and retain a fully executed original of the contract in her office for public inspection.

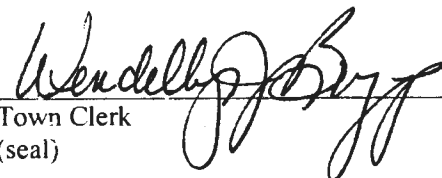
ADOPTED this 3rd day of October, 2016.

APPROVED:



President of the Board of Trustees of the Town of
Normal, Illinois

ATTEST:



Town Clerk
(seal)

TOWN OF NORMAL

THIS AGREEMENT, made and entered into this 3rd day of October, 2016 by and between the Town of Normal, State of Illinois, a municipal corporation, hereinafter called "Employer", as party of the first part, and Mark R. Peterson, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Mark R. Peterson as City Manager of the Town of Normal as provided by Chapter 2, Division 3, Sections 2.3-4 through 2.3-15 Municipal Code of the Town of Normal, 1969, as amended; and Section 5/5-3-7 of Chapter 65 of the Illinois Municipal Code, Illinois Compiled Statutes; and

WHEREAS, it is the desire of the Council to (1) retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide just means for terminating Employee's services at such time; and

WHEREAS, Employee desires employment as City Manager of the Town of Normal;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE: DUTIES - Employer hereby agrees to employ said Mark R. Peterson as City Manager of said Employer to perform the functions and duties specified in said Chapter 2, Division 3, Sections 2.3-4 through 2.3-15 of the Town of Normal Municipal Code 1969, as amended, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as provided by law.

SECTION TWO: TERM -

- A. This agreement shall commence on April 1, 2016. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, of this agreement.
- B. Nothing in the agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4 of this agreement.

- C. Employee agrees to remain in the exclusive employ of Employer until March 31, 2019, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.
- D. The Employee shall not be prohibited from occasional teaching, writing, consulting or self-employment activities not in conflict with employer's interests.
- E. Employer and Employee shall give the other party notice of intent to continue employment beyond March 31, 2019. Such notice shall be provided on or before October 1, 2018. Upon receipt of such notice, the parties shall meet to determine whether or not employment shall be extended beyond March 31, 2019, and the terms and conditions of such employment.

SECTION THREE: SUSPENSION - Employer may suspend the Employee for disciplinary purposes, with or without pay, at any time during the term of this agreement in accordance with the Fair Labor Standards Act. The Employer shall not suspend the Employee for more than 5 days within and during any twelve-month period.

SECTION FOUR: TERMINATION AND SEVERANCE PAY –

- A. The Employee may be terminated by a majority vote of the members of the full governing body at a duly authorized public meeting. If the Employee resigns following an offer or request that the Employee resign, whether formal or informal, made by a representative of the majority of the full governing body, then the Employee may declare a termination as of the date of the suggestion and thus invoke the severance benefits included in this section. Further, if the Employer acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority and responsibilities of the Employee's position that substantially changes the nature of the position and/or the form of government, then the Employee may declare that such amendments constitute a termination.

In the event a termination of the Employee occurs before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this agreement, then in that event, Employer agrees to pay the Employee a lump sum cash payment equal to nine (9) months aggregate salary as defined in Section Five. The Employee shall also be compensated for all accrued sick leave, and all accrued and earned vacation leave at the time of termination, The Employer also agrees to pay the cost of the continued participation by the Employee and his qualified dependents in the Town's health and dental insurance programs for the duration of the nine month severance period provided, however, that in the event the Employee is terminated because of his conviction of any illegal act involving personal gain to him, or any felony or entering into a plea or other agreement for such an offense, then in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the paragraph.

- B. In the event Employee voluntarily resigns his position, notwithstanding the resignation provisions in paragraph A above, before expiration of the aforesaid term of his employment, then Employee shall give Employer two (2) months notice in advance in Executive Session, unless the parties otherwise agree, and Employee shall not be entitled to any severance pay, as provided in Paragraph A of this Section.

SECTION FIVE: SALARY - Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of one hundred eighty-nine thousand four hundred and five dollars and no cents (\$189,405.00) payable in installments at the same time as other employees of the Employer are paid.

In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee on or before April 1 of each year

SECTION SIX: PERFORMANCE EVALUATION -

- A. The Council shall review and evaluate the performance of the Employee at least once annually.
- B. On or before June 30th of each year, the Council and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

SECTION SEVEN: DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE - Employer agrees to provide employee disability, health, dental, and life insurance as provided for all other employees of the Employer.

SECTION EIGHT: PROFESSIONAL DEVELOPMENT - Employee and Employer acknowledge the importance of the continued professional development of Employee. In this regard, the Employer agrees to pay for the professional dues associated with the Employee's full participation and membership in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). Employer further agrees to pay for reasonable registration and travel expenses associated with the Employee's attendance and participation in the annual conferences of the ICMA and the ILCMA. Employer also agrees to pay for reasonable travel and registration costs associated with the Employee's participation in other professional development activities that are deemed appropriate by the Employer.

SECTION NINE: INDEMNIFICATION - Employer agrees to defend, save harmless, and indemnify Employee against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of the Employee's duties as City Manager, provided, however, that such indemnification shall not extend to any criminal acts or acts involving moral turpitude or any judgment representing an award of punitive or exemplary damages in accordance with state statute.

SECTION TEN: OTHER TERMS AND CONDITIONS OF EMPLOYMENT -

- A. All provisions of the Town Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees (non-bargaining units) of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.
- B. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads.
- C. Employer agrees to provide Employee with an automobile purchased or leased for the exclusive use of the Employee, and to be responsible for providing insurance, license, maintenance, fuel, repair and regular replacement of the vehicle. However, in lieu of the aforementioned Employer provided vehicle, the Employee may elect at any time during the term of this agreement to receive a monthly automobile allowance in the amount of \$650.00. In the event that the employee elects to receive a monthly automobile allowance, he is then responsible for acquiring his own vehicle and for paying all vehicle operating and maintenance expenses

SECTION ELEVEN: NO REDUCTION OF BENEFITS - Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all non bargaining unit employees of the Employer.

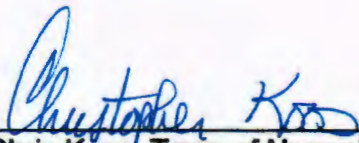
SECTION TWELVE: GENERAL PROVISIONS -

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

- C. If any provision, or any portion thereof, contained in this agreement is held as unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

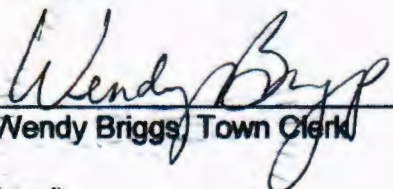
IN WITNESS WHEREOF, the Town of Normal has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EXECUTED AND ADOPTED this 4th day of October, 2016.



Mayor Chris Koos, Town of Normal

ATTEST:

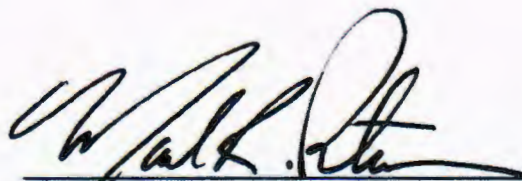


Wendy Briggs, Town Clerk
(seal)

APPROVED AS TO FORM:



Brian D. Day, Corporation Counsel



Mark R. Peterson, City Manager