

AGREEMENT

THIS AGREEMENT made and entered into this 18th day of October, 2016, but effective May 1, 2017, by and between the **CITY OF NEWTON, and** Melissa Brooks, employee.

WITNESSETH:

WHEREAS, the Mayor of the City of Newton appoints a City Treasurer on an annual basis; and

WHEREAS, the fiscal year of the City of Newton is May 1st through April 30, and

WHEREAS, the Mayor has appointed Melissa Brooks, to be Treasurer, and Health Insurance Administrator, TIF Administrator, FOIA Officer for treasurer department of the City of Newton, Illinois for the period of May 1, 2017 through April 30, 2020; and

WHEREAS, the City of Newton and Melissa Brooks desire to formalize their employment agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

1. Effective May 1, 2017, the City of Newton shall employ Melissa Brooks as City Treasurer, City Health Administrator, TIF Administrator, and FOIA Officer and agrees to pay her salary during the term of the agreement in the following amounts:

- A. Effective May 1, 2017 through April 30, 2018, the sum of \$49,294.15 for Treasurer duties.
Effective May 1, 2017 through April 30, 2018, the sum of \$4,000.00 for the Health Administrator, TIF Administrator and FOIA Officer;
- B. Effective May 1, 2018 through April 30, 2019, the sum of \$50,772.97 for Treasurer duties.
Effective May 1, 2018 through April 30, 2019, the sum of \$4,000.00 for the Health Administrator, TIF Administrator and FOIA Officer;
- C. Effective May 1, 2019 through April 30, 2020, the sum of \$52,296.16 for Treasurer duties.
Effective May 1, 2019 through April 30, 2020, the sum of \$4,000.00 for the Health Administrator, TIF Administrator and FOIA Officer;

which said annual salaries each represent of three percent (3%) each year increase over the prior base salary for the previous year.

2. Melissa Brooks shall be subject to and shall receive all benefits of the provisions of the Employee Code and Non-Police Collective Bargaining Agreement (whichever is greater) of the City of Newton with the exception that she shall not be entitled to overtime. Hours over the normal 40 hour work week shall be considered straight comp time and shall be taken off at the treasurer's discretion. Comp time shall not be limited in the amount that can be accrued and shall carry over to the following year.

3. The duties that Melissa Brooks, shall perform as Treasurer of the City of Newton shall be as set forth in the Illinois Municipal Handbook and the City of Newton Treasurer Ordinance.

4. It is expressly understood and agreed by the parties that if Melissa Brooks shall not be appointed Treasurer of the City of Newton after April 30, 2017, that she shall not be entitled to any salary hereunder. It is further agreed that should Melissa Brooks terminate her employment with the City of Newton for whatever reason during the term of her appointment, her salary as Treasurer, Health Insurance Administrator, TIF Administrator, FOIA Officer shall be prorated to the date of termination.

5. All provisions of the Newton City Code applicable to the position of City Treasurer shall be applicable to and are hereby incorporated into this contract by this reference.



CITY OF NEWTON, ILLINOIS

BY 

Mark Bolander, Mayor

ATTEST:


Rosetta York, City Clerk


Melissa Brooks, Employee