

RESOLUTION R587-23
RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF NORTHFIELD, ILLINOIS,
APPROVING AGREEMENTS WITH STACY SIGMAN

PREAMBLE

WHEREAS, Ms. Stacy Sigman has been employed with the Village of Northfield as Village Manager for a number of years; and

WHEREAS, Ms. Sigman has successfully worked on a number of projects for Northfield during her term as Village Manager, and

WHEREAS, Ms. Sigman has an employment agreement with the Village related to her employment as Village Manager; and

WHEREAS, the Village and Ms. Sigman seek to terminate the current employment agreement and enter into a different employment with Ms. Sigman serving in a different capacity as Executive Director of Special Projects; and

WHEREAS, recently there have been events which have caused Ms. Sigman to notify the Village and certain trustees that she believes she has legal claims against them; and

WHEREAS, the Village and certain trustees deny that they have engaged in any actions that would result in liability against them but believe that it is best to resolve any threat of legal action and to work collaboratively together with Sigman going forward.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, acting in the exercise of the Village's home rule authority, as follows:

Section 1: The preambles of this Resolution are incorporated herein.

Section 2: The Village hereby enters into the Employment Agreement between the Village of Northfield and Stacy Sigman as Executive Director of Special Projects, a copy of which is attached hereto as Exhibit A.

Section 3: The Village hereby approves and enters into the General Release and Settlement Agreement, a copy of which is attached hereto as Exhibit B.

Section 4: The Village President is hereby authorized to sign both Agreements on behalf of the Village of Northfield.

ADOPTED by the President and Board of Trustees of the Village of Northfield,
Cook County, Illinois this 18th day of July 2023.

VOTE:

AYES: Fowler, Dinges, Whittaker, Galin, Mendrek, Orth

NAYS: _____

ABSENT: _____

Approved by me this 18th day of July 2023.



Greg Lungmus, Village President

ATTEST:



Deputy Village Clerk

EXHIBIT A – INSERT EMPLOYMENT AGREEMENT

**EMPLOYMENT AGREEMENT
BETWEEN THE VILLAGE OF NORTHFIELD AND STACY SIGMAN -
EXECUTIVE DIRECTOR OF SPECIAL PROJECTS**

THIS AGREEMENT (hereinafter referred to as “*Agreement*”) made and entered into this 18th day of July, 2023, by and between the **VILLAGE OF NORTHFIELD**, an Illinois municipal corporation (hereinafter referred to as “*Village*”), and **STACY SIGMAN** (hereinafter referred to as “*Sigman*”). The VILLAGE and SIGMAN shall also be referred to in this Agreement, as the “PARTIES” or “PARTY.”

WITNESSETH:

WHEREAS, Stacy Sigman is currently employed with the Village of Northfield as the Village Manager pursuant to an employment agreement; and

WHEREAS, Sigman has made many significant contributions to the Village of Northfield in her many years of service as Village Manager; and

WHEREAS, the Village Board of the Village of Northfield desires to continue to employ Sigman, but in a different and new capacity, as Executive Director of Special Projects (hereinafter “EDSP”) under the terms of this Agreement; and

WHEREAS, Sigman seeks to continue her employment with the Village in a new capacity as EDSP; and

WHEREAS, it is the desire of the Village President and Board of Trustees (hereinafter referred to as the “Village”) to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for Sigman; and

WHEREAS, Sigman desires to accept employment as the EDSP of the Village; and

WHEREAS, Sigman and the Village desire to terminate Sigman’s previous employment contract and replace it with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

SECTION 1. DUTIES

The Village hereby agrees to employ Stacy Sigman as the Village’s EDSP. In this position, she will perform work as directed by the Interim/Permanent Village Manager on special projects, which may include work on the Happ Road project, litigation matters, and other special projects.

Sigman will report directly to, and be supervised by, the Interim/Permanent Village Manager. Sigman will not report to and will not be supervised by the Village President, Village Trustees or Village Board, and they shall have no supervisory authority over her. All terms and conditions of Sigman’s employment shall be performed exclusively under the control and direction of the Interim/Permanent Village Manager.

SECTION 2. EMPLOYMENT TERM

Until July 18, 2023, Sigman will continue to be employed by the Village as Village Manager. The term of employment (hereinafter referred to as “*Term*”), used in this Agreement for the position of EDSP , shall be that period of time commencing upon July 19, 2023 (the “*Commencement Date*”), and expiring on May 1, 2025 (hereinafter referred to as the “*Expiration Date*”), unless the Term has been terminated sooner by one of the methods set forth in this Agreement. This Agreement terminates and replaces any previous employment agreement entered into between Sigman and the Village. Except as otherwise provided herein, Sigman’s employment with the Village of Northfield will terminate on May 1, 2025. Upon termination of her employment on May 1, 2025, Sigman will not be eligible for unemployment benefits and will not apply for any such benefits. From July 19, 2023 to May 1, 2025, Sigman shall not be prevented from taking on other forms of employment which do not impair or interfere with her contractual responsibilities to the Village of Northfield as set forth in the Agreement.

SECTION 3. SALARY

The Village agrees to pay Sigman for services rendered pursuant to this Agreement at an annual salary to be distributed through the normal payroll system, in the amount of two hundred sixty-seven thousand dollars (\$267,000.00) per year. The Village agrees to assign, and Sigman will perform, no less than 1,000 hours of work per year, pursuant to a schedule mutually agreed upon with the Interim/Permanent Village Manager. Sigman will be an exempt employee for purposes of the Fair Labor Standards Act.

SECTION 4. HOURS OF WORK

Sigman is expected to generally perform her work during the customary hours when Village Hall is open as directed by the Interim/Permanent Village Manager. However, Sigman will perform her work remotely and shall not be required to be physically present in the Village of Northfield, except as requested from time-to-time by the Interim/Permanent Village Manager. Should Sigman be required to be physically present in the Village of Northfield, the Village shall

provide Sigman with appropriate advance notice of same and be responsible for the costs of all travel by Sigman, including, but not limited to air travel, hotels, and other miscellaneous expenses. It is recognized that Sigman must devote time outside the normal office hours to the business of the Village, and to that end, Sigman shall be employed as a salaried employee, exempt from the provisions of the Fair Labor Standards Act. The Village agrees to assign, and Sigman agrees to perform, whatever duties are required to sufficiently carry out those duties outside the normal working hours and that she will be perform no less than 1,000 hours of work per year for the Village under this Agreement.

SECTION 5. VACATION, SICK LEAVE AND HOLIDAYS

Sigman shall be provided with six (6) sick days per year and twelve (12) vacation days per year. She will receive paid holidays as provided by the Village for full-time employees. Sigman will be allowed to accrue unused sick days then convert the unpaid, accumulated sick days towards IMRF benefit upon retirement or the cessation of this Agreement.

SECTION 6. HEALTH INSURANCE

The Village agrees to provide comprehensive health insurance for Sigman and her dependents and to pay the premiums thereon equal to that which is provided to other full-time employees of the Village.

SECTION 7. RETIREMENT

Sigman has timely revoked her retirement notice effective July 12, 2023. When Sigman retires on May 1, 2025, the Village agrees to execute all necessary agreements provided by the Illinois Municipal Retirement Fund (hereinafter referred to as “*IMRF*”) for Sigman’s participation in said IMRF retirement plan. The Village agrees to make contributions to the IMRF plan each year on behalf of Sigman, in the amounts required by the IMRF for employer contributions, on a percentage basis commensurate with that of other general employees of the Village participating in the IMRF, and to contribute to social security the employer’s contribution, as required by law. Sigman agrees that she will be responsible for making the required contributions to the IMRF for her share.

SECTION 8. TERMINATION

The continuation of Sigman’s employment with the Village of Northfield through May 1, 2025 is contingent upon Sigman satisfactorily performing the conditions of her employment relative to hours worked and performing her job duties, as directed by the Interim/Permanent

Village Manager. Upon recommendation of the Village Manager, the Village Board may remove Sigman and terminate this Agreement by a majority vote of its members, subject to the terms below. The Village Board shall cause written notice of any action to remove Sigman for cause to be timely served upon Sigman. If the conduct is remediable, the Village will give Sigman 30 days notice prior to any official action taken by the Village to terminate Sigman for cause and Sigman shall be given 14 days to cure any remediable event or action. In the event that cause for the termination is not remediable by Sigman, the Village shall provide 7 days notice prior to official action and there will be no opportunity for Sigman to cure. This Agreement and Sigman's employment may also be terminated by the Village at any point during the Term under any of the following circumstances:

- A. Sigman's death; or
- B. Sigman's resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Sigman to resign at any time as EDSP , subject to thirty (30) days' notice to the Village and subject to the provisions set forth in this Agreement; or
- C. The occurrence of the Expiration Date of this Agreement on May 1, 2025; or
- D. Termination of Sigman for cause. Per the additional terms set forth above, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village to terminate the services of Sigman and this Agreement at any time for cause with the required notice provided as referenced above, subject to only the provisions set forth in this Agreement. "Cause" as used herein shall mean:
 - 1. A non-remedial or uncured breach of any of the provisions of this Agreement by Sigman; or
 - 2. Any act of dishonesty, fraud, gross incompetence, misconduct, or gross misrepresentation, in connection with Sigman's employment activities; or
 - 3. The commission by Sigman of a felony or any crime involving moral turpitude, or any other act which clearly and unequivocally causes harm to the Village's standing and reputation; or
 - 4. Deliberately performing any act which unnecessarily endangers the health or safety of employees or others associated with the activities of the Village ; or

5. Failure to perform reasonable duties as assigned by the Village Manager; or
6. Misappropriation or theft of Village property; or
7. Abandonment of job or duties for any unreasonably extended period of time without any explanation of her whereabouts or any statement of commitment regarding when she is to return to the performance of those duties.

SECTION 9. NOTICES

Notices pursuant to this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

| | |
|-----------------|---|
| If to: VILLAGE: | Village Manager Village of Northfield 361 Happ Road Northfield, Illinois 60093 |
|-----------------|---|

SECTION 10. CONFIDENTIAL INFORMATION

The Village acknowledges that Sigman will have access to confidential information (hereinafter referred to as "*Confidential Information*") which is not generally known outside the corporation known as the Village of Northfield. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information, but which has become public other than through a breach of this Agreement or other improper means. Sigman covenants and warrants that, without the prior written authorization of the Village Board and Village President, Sigman shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Village in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law. Said confidentiality shall be subject to any applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders of the court.

SECTION 11. ENTIRE AGREEMENT

This Agreement and the Settlement Agreement executed simultaneously herewith, contain the entire understanding by and between the Parties with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Parties. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Parties against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement shall be deemed a waiver of any other provisions of this Agreement.

SECTION 12. GOVERNING LAW AND VENUE

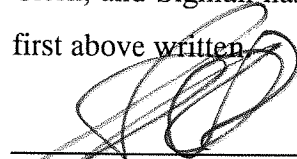
This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The Parties agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be the Circuit Court of Cook County, Illinois. The Parties agree to voluntarily submit to the jurisdiction of the Circuit Court of Cook County, Illinois, for any such proceeding. The Parties also agree that in the event of a proven breach of this Agreement, the prevailing party shall be entitled to the recovery of her or its reasonable attorneys' fees and costs incurred in the enforcement action of the breaching party.

SECTION 13. SEVERABILITY

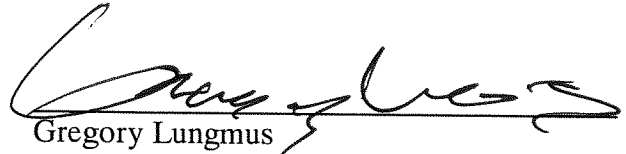
The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Village of Northfield has caused this Agreement to be signed and executed on its behalf by its Village President and duly attested by its Deputy Village

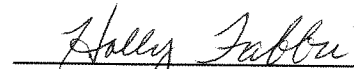
Clerk, and Sigman has signed and executed this Agreement, both in duplicate, the day and year first above written.



Stacy Sigman



Gregory Lungmus
Village President



Deputy Village Clerk

EXHIBIT B – INSERT GENERAL RELEASE AND SETTLEMENT AGREEMENT

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (hereinafter referred to as the "Agreement") is hereby entered into and effective this 18th day of July, 2023, by **STACY SIGMAN**, for herself and her family, heirs, executors, administrators, personal representatives, agents, employees and legal representatives, affiliates, successors and assigns, and for any partnerships, corporations, sole proprietorships or other entities owned or controlled by her (all of the foregoing hereinafter are referred to individually and collectively as "Complainant" or "party") relating to any and all claims, of any kind whatsoever, that Complainant may have currently, or has had in the past, against the **Village of Northfield, Greg Lungmus, Barnaby Dinges, Thomas Whittaker, Charles Orth**, and each of their subsidiaries, holding companies, predecessors, parent corporations, affiliates, divisions, related companies or departments, officers, directors, agents, trustees, representatives, supervisors, employees, families, heirs, executors, administrators, personal representatives, successors or assigns and insurers/risk pools, including but not limited to the INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION, ("IRMA"), Ancel Glink, P.C. and Best, Vanderlaan & Harrington (hereinafter referred to collectively as "Respondents" or "parties").

RECITALS

WHEREAS, Complainant and Respondents are parties to certain threatened actions by Complainant's tendered notice of constructive discharge, as well as cease and desist notices relating to Complainant's claim of Respondents' alleged defamatory statements regarding Complainant; and

WHEREAS, the above-described claims sought damages allegedly sustained by Complainant; and

WHEREAS, the Respondents have denied and continue to deny the allegations made by Complainant and have denied and continue to deny that they have any liability to Complainant on any of the claims which were made or could have been made by Complainant against Respondents for allegedly violating Complainant's contractual, statutory and/or common law rights, and deny that Claimant has been damaged; and

WHEREAS, Complainant and Respondents voluntarily and with full knowledge of their rights and the provisions herein, having the benefit of the time to seek review and the advice of counsel and having in fact sought and received advice of counsel, now desire to settle, compromise, and dispose of the controversy between them and any and all claims, of any kind whatsoever that Complainant may have currently, or has had in the past, against Respondents upon the terms and conditions hereinafter set forth; and

WHEREAS, Respondents have entered into this Agreement with a full denial of all claims and liability to Complainant but with the purpose of enabling Complainant to complete the remaining of her existing contract term given her years of service and contribution to the Village of Northfield and in a manner mutually agreeable to Complainant and Respondents; and

WHEREAS, the Complainant with full knowledge of her rights, having been given reasonable time to seek review and the benefit of the advice of counsel and having in fact sought and received advice of counsel, and for good and valuable consideration, agrees to voluntarily withdraw all claims and demands made by Complainant upon Respondents, other than those terms set forth herein and agrees to release any claim which was raised or which could have been raised against Respondents as of the date of this Agreement; and

WHEREAS, the Claimant and Respondents wish to resolve all matters amicably as set forth herein.

NOW THEREFORE, in consideration of the foregoing, and of the promises and covenants contained herein, and other valuable consideration, it is hereby covenanted and agreed as follows:

1. All Recitals above are incorporated into this Agreement.
2. Complainant, hereby forever and fully promises, releases, acquits, and discharges Respondents of and from any and all liability to Complainant, of any kind and of any nature, including but not limited to any and all claims, actions, causes of action, suits, or other complaints that were made or could have been made against Respondents or relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, resulting or to result, whether in law or in equity, or before administrative agencies or departments, that Complainant ever had, or now has or hereafter can, shall or may have, by reason of or arising out of any matter, cause or event occurring on or prior to the date hereof, including, but not limited to all claims of any nature and of any kind for injuries, losses, damages or for any other basis or relief whatsoever which Complainant now has, whether in tort or contract, whether based on debts, sums of money, or accounts owed, whether for covenants, contracts, agreements, arrangements, promises, obligations, or warranties breached, whether for bodily, personal or emotional injuries of any kind and of any nature, whether for damages to reputation, humiliation, or embarrassment or professional disparagement, whether for lost wages, benefits or the future loss of career opportunities, whether for punitive, liquidated or exemplary damages of any kind and of any nature, whether for attorneys' fees, costs and/or expenses, whether for the denial of any constitutional, state or federal statutory right, whether for denial of occupational liberty interests, discrimination or retaliation on the basis of age, religion, disability, sexual orientation, sex, pregnancy, race, color, national origin, any other protected basis or complaints regarding the same, whether for any claims for compensatory pay owed for past or present emotional distress or emotional or psychological damages of any kind and of any nature; whether for breach of contract, fraud, misrepresentation, conspiracy, breach of fiduciary duty, interference with contract or prospective business relations, promissory estoppel, negligent or intentional infliction of emotional distress, libel, defamation, slander, and whether for any tort or civil rights violation and including but not limited to any claim of any kind and of any nature arising out of or by relation to Complainant's employment with Respondents and/or arising out of any other alleged act or acts through the date of execution of this Agreement, whether any such claims arise at the common law or under any federal, state, or local statute, regulation or ordinance, including but not limited to claims that were made or could have been made under The Federal Pregnancy Discrimination Act, Title VII of the Civil Rights Act of 1964 (as amended), the Equal Pay Act, the Rehabilitation Act

of 1973, 42 U.S.C. §§ 1981 and/or 1983 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the U.S. Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act (COBRA), Illinois Fair Labor Standards Act, Illinois Worker's Compensation Act, the Illinois Whistleblower Act, the Illinois Human Rights Act, Section 504 of the Rehabilitation Act of 1973, Victims Economic Security and Safety Act, including, but not limited to, any complaint or claims that were made or which were alleged or could have been alleged in the correspondence and other writings made and/or sent by Complainant or on her behalf making, alleging and/or threatening claims against Respondents or those claims, if any, that could have been filed with the Equal Employment Opportunity Commission, Illinois Department of Human Rights, or any local agency and any complaint or claims that could be made in other Federal, State or local court or agency. No reference herein to the aforesaid causes of action or any other specific claim or statute is intended to limit the scope of this General Release and Settlement Agreement.

3. It is expressly understood and agreed by Complainant that this is a full and final general release of all matters whatsoever and that this Agreement is intended to and does embrace not only all known and anticipated claims, damages and injury, but also unknown and unanticipated claims, damages, injury or complications that may later develop or be discovered, including all effects and consequences thereof if based on acts or omissions occurring prior to the date Complainant signs this Agreement. Complainant, declares, represents, and understands that the alleged damages or other injuries sustained may be permanent, and that in executing this Agreement, it is understood and agreed that Complainant has not relied upon the representations of any party hereby released or by that party's representatives concerning the nature, extent, effect and/or duration of their respective alleged damages or other alleged injuries.

4. Complainant declares, represents and understands that this Agreement will forever and for all time bar any action or claim whatsoever Complainant has against Respondents which arose, or which might arise in the future from any acts, omissions, agreements or other occurrences prior to the date hereof, including the incidents described in Paragraph 2 above, and that no other lawsuit, claim or complaint has been or ever will be asserted against Respondents by Complainant for any injury or damage, whether known or unknown, sustained, as a result of the foregoing incidents. Complainant further represents that Complainant has not filed any complaints, claims, or actions against Respondents with any state, federal, or local agency or court and that Complainant will not do so at any time hereafter based on any claim released herein. Complainant further agrees that, if any agency or court assumes jurisdiction over any complaint, claim, or action against Respondent, Complainant will request that agency or court to withdraw from or dismiss with prejudice the matter within 3 (three) business days of receipt of the consideration. Complainant acknowledges and agrees that Complainant shall be liable for all attorneys' fees incurred by Respondents in defending such an action brought in violation of paragraph 3, except that Complainant shall not be liable for fees incurred in defending an action brought by a governmental agency, despite Complainant's request and direction that the action be withdrawn and dismissed with prejudice. Nothing in this paragraph or this Agreement is intended to or shall be construed to deny, disparage, or impede the right or the duty of the parties to file taxes honestly or to report income honestly.

Additionally, nothing in this Agreement prohibits Complainant from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or participating in any EEOC investigation. However, Complainant agrees not to accept any relief that might be awarded to Complainant. If relief is nonetheless awarded, Complainant agrees that Respondents may be entitled to recover an amount equal to the Settlement Payment from any money awarded to Complainant.

5. In further consideration for the payment made herein and the promises set forth as herein described, Complainant and Respondents agree that they will not communicate, nor cause any other person or entity to communicate, orally or in writing or in any other manner, with any member of the media, including any social media platform (including but not limited to Facebook, Twitter, Snapchat, Instagram, YouTube, WhatsApp, TikTok, Reddit, LinkedIn or other similar media platforms) regarding the circumstances, events, allegations or other claims of Complainant; any matters regarding disputes by and between Complainant and Respondents giving rise to the claims; any matters or information regarding the negotiations leading to this Agreement and the terms of this Agreement (hereafter collectively referred to as "Confidential Matters"). If Complainant or Respondents are asked by the media regarding the Confidential Matters, the only response Complainant or Respondents shall make is that the dispute has been resolved to the mutual satisfaction of parties. If Complainant or Respondents receive or are otherwise notified of a social media related post concerning the Confidential Information, neither Complainant nor Respondents shall respond to said post in any way.

6. Complainant further agrees that Complainant will not assert, claim, or allege, through conversation or otherwise, to any person, that Respondents committed any allegedly wrongful acts with respect to Complainant's employment by Respondent. Absent a valid subpoena, Complainant may respond to inquiries made as to the status of her previously made claims by stating only that the claims have been resolved.

7. Complainant further declares and understands that: (a) no promises, inducements or agreements not herein expressed have been made to Complainant; (b) this Agreement contains the entire Agreement among the parties hereto; (c) the terms of this Agreement are contractual and not merely a recital; (d) any modification of this Agreement must be made in writing and be signed by Complainant and Respondents; (e) that the promises made herein to Complainant are in excess of anything she otherwise would have been entitled to without this Agreement and serve as full consideration for Complainant's agreements herein and (e) in the event that any provision herein is deemed illegal, said provision will be deemed stricken and the remainder of this Agreement will be valid and interpreted as it is, in its entirety.

7. In consideration for the promises made as set forth in this Agreement, the parties agreed that Complainant will continue to be employed by Respondents, subject to terms and conditions in a separate employment agreement, until her retirement on May 1, 2025, as the Executive Director of Special Projects.

8. In consideration for the promises made as set forth in this Agreement and in full resolution of all disputes and costs incurred by Complainant relative to resolution of the same, the Respondents, through their insurance provider, IRMA, have agreed to pay **STACY SIGMAN** via payment to Sullivan & Associates LLC, Client Trust Account, the amount of Fifty Thousand

SP Dollars and No Cents (\$50,000). In addition, the Village will reimburse the sum of Thirty-Five Thousand Five Hundred Dollars and No Cents (\$35,500) to Sigman for attorneys' fees she has incurred as to all of her claims. The foregoing Settlement Amount of \$50,000 from IRMA shall be paid within 10 business days of receiving the following: 1) Complainant's execution of this Agreement and 2) Release of Attorney's lien from Complainant's attorneys. The amount of \$35,500 from the Village will be reimbursed to Sigman within 30 business days of the execution of this Agreement.

9. In exchange for the promises herein, STACY SIGMAN will cause her attorney to issue a notice to Trustees Dinges, Whittaker and Orth withdrawing her request that Trustees Dinges, Whittaker and Orth cease-and-desist from all conduct set forth in the letters issued on May 10, 2023 or any time before or thereafter and will further withdraw her constructive discharge notice served upon the Village dated May 16, 2023.

10. Complainant affirmatively states that Complainant is represented by a lawyer in this matter currently and has been represented by a lawyer in connection with the claims made against Respondents. Respondents have expressly advised Complainant of Complainant's right to have her attorney review this Agreement and all terms stated herein. Complainant warrants and represents that any lien asserted by any attorney in connection with Complainant's claims made against Respondent, will be resolved in full, by the Agreement.

11. Complainant's vacation time, sick time, or other form of paid time off (PTO) that has been accrued to date is not affected by this Agreement and shall be treated consistency with the Village of Northfield's policies applicable to all employees on the issue of such PTO related time.

12. Complainant acknowledges and understands that Respondents deny all liability for any reason whatsoever and specifically deny that they engaged in any wrongful or illegal acts with regard to Complainant, in any way. Complainant further understands that Respondents are willing to pay and reimburse Complainant the total sum of \$85,500 and have agreed to all other terms set forth in Paragraph 8 above in full settlement of all claims that may currently exist against Respondents. Complainant desires to settle and give up all claims against Respondents in consideration of the total settlement sum of \$85,500 and all other terms set forth in this Agreement. This sum is paid for all of the alleged injuries and damages which the Complainant claims she has suffered, including, but not limited to, emotional distress damages resulting in physical injury as well as any and all other claims for damages that were made or could have been made for bodily and physical injuries and sickness, lost wages, commissions, and benefits of the past, loss of business income, loss of prospective advantage, embarrassment, humiliation, insult, damage to reputation, prospective career opportunities and compensation, personal and emotional injuries, compensatory, punitive, liquidated or other exemplary damages, all attorneys' fees and other litigation costs and expenses and all medical bills and expenses incurred for which Complainant may be legally liable.

13. Complainant acknowledges and agrees that Respondents that the settlement payment of \$50,000 will be made to Claimant's attorney's trust account, designated as compensatory damages because of the nature, type and extent of damages claimed by Complainant

prior to settlement. Complainant agrees that Complainant/she is responsible for payment of all applicable taxes charged to Complainant for this settlement. Complainant agrees to defend and indemnify Respondents against any and all claims that could be made against the settlement with regard to any taxes owed but unpaid by Complainant.

14. Complainant agrees that: (a) the Settlement Terms are in excess of anything of value to which Complainant already is entitled, including, but not limited to, earned wages and/or benefits; (b) the Settlement Terms have been agreed to by Complainant and are satisfactory to her and (c) delivery of the payments totaling \$85,500 and the execution of this Agreement by Respondents shall constitute full and final settlement payment to the Complainant. Following all payments to Complainant called for in this Agreement, no further payment or consideration of any kind in connection with the settlement of the above-described claims is contemplated, and it is agreed that said Settlement Terms set forth in the Agreement will fully exhaust any and all damages Complainant claimed against Respondents for any and all claims released under this Agreement.

15. Complainant further agrees and acknowledges: (a) that Complainant's waiver of rights under this Agreement is knowing and voluntary; (b) that Complainant, has read and understands the terms of this Agreement and has voluntarily accepted these terms for herself and all others described as Complainant above and for the purpose of making a full and final compromise, settlement and adjustment of any and all claims, disputed or otherwise, on account of Complainant's employment or other relationship with Respondent, and for the express purpose of precluding forever any further claims arising out of such employment/relationship or its termination for events arising prior to the execution date of this Agreement; (c) that the Settlement Terms exceed the amount that would normally be received by an employee of Respondent; (d) that Complainant has consulted or been presented with a reasonable opportunity to consult with an attorney prior to executing this Agreement; and (e) that this Agreement waives all claims that may have arisen up to the date of this Agreement.

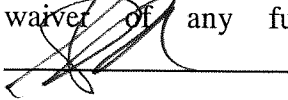
16. It is expressly understood by the parties that this General Release and Settlement Agreement is a compromise and settlement of disputed claims and that payment by Respondents of the Settlement Amounts is not, nor is it to be construed as, an admission of liability on the part of Respondents. Respondents expressly deny liability and intend merely to avoid litigation with respect to Complainant's claims.

17. Once executed, this Agreement shall be binding upon and inure to the benefit of Complainant and Respondents. This Agreement shall be governed by Illinois law. The parties further agree that in the event of a proven breach of this Agreement, the prevailing party shall be entitled to the recovery of its reasonable attorney's fees and costs incurred in the enforcement action from the breaching party.

18. Complainant agrees that this General Release and Settlement Agreement may be used as evidence in a subsequent proceeding in which any party alleges a breach of this Agreement. However, it is agreed that this Agreement shall not be used as evidence in any other dispute pending or which may occur in the future between Complainant and Respondent.

19. Complainant agrees that, in the event that any claim, suit or action shall be commenced by Complainant against Respondents arising out of any charge, claim or cause of action of any nature whatsoever, known, or unknown, at the time of the execution of the Agreement, this General Release and Settlement Agreement shall constitute a complete defense to any such claims, suits or actions so instituted.

20. Complainant has been advised by her counsel as to the timeframe by which she has to consider acceptance of this Agreement, if any, under applicable state and/or federal law and her right under the law to waive said time of consideration in whole or in part by signing this Agreement. Having said advice of counsel, Complainant agrees and acknowledges that her signing of this Agreement on or before the passing of 21 calendar days indicates a knowing and willing waiver of any further time for consideration. **Complainant's Signature here:**

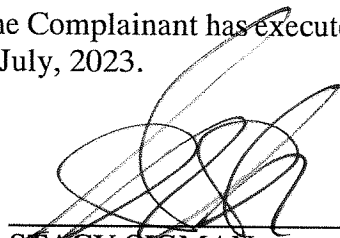


21. Complainant has been advised by her counsel as to the timeframe by which she has to revoke acceptance of this Agreement, if any, under applicable state and/or federal law and her right under the law to waive said rights of revocation. Complainant shall have seven days after the execution of this Agreement to revoke acceptance of this Agreement. No payment will be made to Complainant during this revocation period. **Complainant's Signature here:**

The undersigned, **STACY SIGMAN**, has read the foregoing General Release and Settlement Agreement, has had adequate opportunity to review it with legal counsel if so desired, and attests that she fully understands and accepts its provisions in their entirety and without reservation.

IN WITNESS WHEREOF, the Complainant has executed this General Release and Settlement Agreement as of the 18th day of July, 2023.

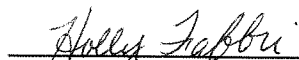
AGREED TO BY:



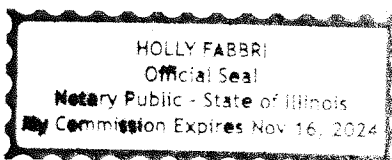
STACY SIGMAN

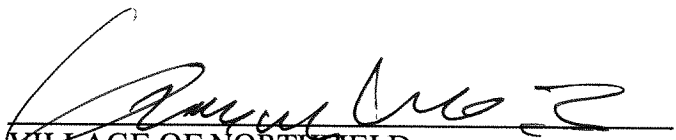
DATED: 7-18-23

Signed and Sworn to this
18th day of July, 2023.



Notary Public





VILLAGE OF NORTHFIELD
BY: GREGORY LUNG MUS, President