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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2021- 046**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE THE  
EXECUTION OF A SETTLEMENT AGREEMENT IN CASE  
NUMBER 18 WC 34673**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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**RESOLUTION NUMBER 2021-046**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE THE EXECUTION OF A  
SETTLEMENT AGREEMENT IN CASE NUMBER 18 WC 34673.**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, Jeremy Rhodes, the employee/petitioner, and the City, the employer/respondent, desire to execute a settlement agreement in Case Number 18 WC 34673, a copy of which is attached hereto and made a part hereof, as Exhibit A (the *Agreement*”); and

**WHEREAS**, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Settlement Agreement between Jeremy Rhodes and the City, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor and City Attorney to execute the Agreement, the execution of which

constitutes the approval by the City of any and all changes or revisions therein contained

**Section 3.** The Mayor is hereby authorized to execute the Agreement on behalf of the City.

**Section 4.** The officials and officers of the City are hereby authorized to undertake reasonable actions on the part of the City as necessary to implement the terms of this Resolution and as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

**Section 6.** All resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** this **28th** day of **September, 2021**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman MONTOYA	X				
Alderman RITA	X				
Alderman FAHRENWALD	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

**APPROVED** by the Mayor on **September 28, 2021**.

**FRED BILOTTO**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
**28th** day of **September, 2021**.

**RAEANN CANELO-ZYLMAN, CITY CLERK**

Exhibit A

*Settlement Agreement*

**ILLINOIS WORKERS' COMPENSATION COMMISSION  
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0042325

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

**JEREMY RHODES**

Case# **18WC034673**

Employee/Petitioner

v.

**BLUE ISLAND POLICE DEPT**

Setting **Chicago**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

**Jeremy Rhodes**

**16411 S. Cypress Circle**

**Lockport, IL 60411**

Employee/Petitioner

Street address

City, State, Zip code

**BLUE ISLAND POLICE  
DEPT**

**13031 S GREENWOOD AVE**

**BLUE ISLAND, IL 60406**

Employer/Respondent

Street address

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Single**

# Dependents under age 18: **0**

Birthdate: **1/13/1990**

Average weekly wage: **\$1,100.00**

Date of accident: **8/5/2018**

How did the accident occur? **In the line of duty**

What part of the body was affected? **Left knee**

What is the nature of the injury? **ACL reconstruction with quadriceps autograft**

The employer was notified of the accident **orally and in writing.** Return-to-work date: **5/20/2019**

Location of accident: **Blue Island** Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

**TEMPORARY TOTAL DISABILITY BENEFITS:** Compensation was paid for **41** weeks at the rate of **\$733.33** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<b><u>8/6/2018</u></b>	<b><u>5/20/2019</u></b>

Notes regarding temporary total disability benefits:

**MEDICAL EXPENSES:** The employer **has not** paid all medical bills. List unpaid bills in the space below.

**Respondent has paid all reasonable and related medical except \$3,134.00 at Advanced Orthopedics, \$85.36 at Emergency Medicine Physicians (paid by Blue Cross), and \$603.75 US Acute Care Solutions.**

**PREVIOUS AGREEMENTS:** Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **N/A** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **N/A** regarding

TTD \$ **N/A**      Permanent disability \$ **N/A**      Medical expenses \$ **N/A**      Other \$ **N/A**

**TERMS OF SETTLEMENT:** Attach a recent medical report signed by the physician who examined or treated the employee. In lieu of litigation and solely to buy peace and compromise the pending claims, Respondent offers and the Petitioner agrees to accept \$45,670.00 in a lump sum in full, final and complete settlement of all claims of any nature and all medical expenses resulting from or to result from the previously described accidental injuries arising out of an accident on our or about 8/5/2018 only, which shall not be construed as any admission of liability and which Respondent fully disputes, including but not limited to, claims for the cost of first aid, medical, surgical and hospital services incurred, and claims for compensation and other benefits on account of any and all disablements, disfigurements, and diseases whether known or unknown. This settlement is based on approximately 30% loss of the left leg. Respondent has paid all reasonable and related medical except \$3,134.00 at Advanced Orthopedics, \$85.36 at Emergency Medicine Physicians (paid by Blue Cross), and \$603.75 US Acute Care Solutions. This settlement includes \$3,500 to address these unpaid bills. Without limiting the general terms of this agreement, it is expressly agreed the Petitioner waives (his or her) rights under Section 8(a) and 19(h) of the Workers' Compensation Act. The Respondent retains all subrogation rights under Section 5. The Petitioner avers and attests that he is not currently receiving Medicare benefits, is not a Social Security beneficiary, has not applied for Social Security Disability benefits, that he has had no notice of any Medicaid or Medicare liens, that he is not within three years of 65 years of age, and does not have a reasonable expectation of receiving Medicare benefits within the next 30 months.

Total amount of settlement	<b><u>\$45,670.00</u></b>
Deduction: Attorney's fees	<b><u>\$8,514.00</u></b>
Deduction: Medical reports, X-rays	<b><u>\$70.00</u></b>
Deduction: Other (explain)	<b><u>\$0.00</u></b>
Amount employee will receive	<b><u>\$37,086.00</u></b>

**PETITIONER'S SIGNATURE.** Attention, petitioner. Do not sign this contract unless you understand all of the following statements.

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

\_\_\_\_\_  
Signature of petitioner

\_\_\_\_\_  
Name of petitioner

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Date

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**PETITIONER'S ATTORNEY.** I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

Signature of attorney

**Randall Sladek**

Attorney's name

**KROL BONGIORNO & GIVEN LTD**

**20 S CLARK STREET**

**SUITE 1820**

**CHICAGO, IL 60603**

Firm name and address

**3127265567**

Telephone number

Date

**00154**

IWCC Code #

**rsladek@krol-law.com**

E-mail address

**RESPONDENT'S ATTORNEY.** The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

**Richard Bruen**

Attorney's name

**MONTANA & WELCH**

**11950 S. HARLEM**

**SUITE 102**

**PALOS HEIGHTS, IL 60463**

Firm name and address

**7005201708**

Telephone number

**City of Blue Island**

Name of respondent's insurance or service company

Date

**06102**

IWCC Code #

**rbruen@montanawelch.com**

E-mail address



**ORDER OF ARBITRATOR OR COMMISSIONER:**

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.