



**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

**Authorizing County Executive to Execute a Professional Services Contract with  
Administrative Adjudication Hearing Officer Michael Carroll**

WHEREAS, the progression of the Administration Adjudication process for Will County is at a point in time where the hiring of a second hearing officer is necessary, and

WHEREAS, based upon presentations and recommendations made, the Will County Judicial Committee has accepted the recommendation to authorize the Will County Executive to execute a professional services contract with Administrative Adjudication Hearing Officer Candidate Michael Carroll.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby directs the Will County Executive to execute a professional services agreement with Administrative Adjudication Hearing Officer Candidate Michael Carroll, at a fair and reasonable compensation, taking into account the estimated value, scope, complexity and professional nature of the services to be rendered, as previously established for the first Hearing Officer. Final agreement subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of November, 2015.

<b>AYES:</b>	Howard, Ogalla, Moustis, Singer, Moran, Rice, Harris, Traynere, Bennefield, Fritz, Freitag, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Staley-Ferry, Babich, Wilhelmi, Hart, Tuminello, Weigel, Collins, Ferry
<b>LEFT MEETING:</b>	Gould, Maher

Result: Approved - [Unanimous]

Approved this 23<sup>rd</sup> day of November, 2015.

Nancy Schultz Voots (SEAL)  
Will County Clerk

Lawrence M. Walsh  
Will County Executive



OFFICE OF THE COUNTY EXECUTIVE  
COUNTY OF WILL

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

JENNIFER SCHARF  
Operations Manager

Direct Dial: (815) 740-8382  
Fax: (815) 740-4600  
Email: [jascharf@willcountyillinois.com](mailto:jascharf@willcountyillinois.com)

October 26, 2015

Interviews, Oct 21<sup>st</sup> and Oct 22<sup>nd</sup>, for 2 Hearing Officers for Administration Adjudication

Panel of interview participants: Robert Contro, Ragan Freitag and Jennifer Scharf

6 candidates chosen:

1. Kelly Gandurski
2. Thomas Condron
3. Harry Blackburn
4. Michael Carroll.
5. Frank Dufkis
6. Amy Melton

The candidates were selected from the interviewers from a group of 11 that applied for this position. The top 6 were selected as written above.

Each candidate was asked the same questions and the panel each had a chance to ask their own questions that would help with the ultimate decision.

After 2 days of interviewing, the panel discussed their thoughts and decided unanimously that Kelly Gandurski and Michael Carroll would be the most qualified for the job.

At this time I would like to recommend Kelly Gandurski and Michael Carroll.

Thank you,

Jennifer Scharf, Operations Manager

## BID TABULATION FOR

DEPARTMENT: BID #2016-51

Adjudication Hearing Officer RFQ

DUE: 10-9-15, 2:00 PM

ORIGINAL

RESPONDENT INFORMATION	REQUIREMENTS	SUBMITTAL
<b>Kelly Gandurski</b> Nielsen, Zehe & Antas, PC 55 West Monroe Street, Ste. 1800 Chicago, IL 60603 kgandurski@nzalaw.com	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/1/15, 10:51 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$170 per hour (min 2 hrs) + Reimbursement of Travel Expenses
<b>Thomas J. Condron</b> Attorney at Law 1249 Arthur Road Naperville, IL 60540 conelling@aol.com	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/2/15, 9:11 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$170 per hour
<b>Shelby Webb, Jr.</b> Legal Resolve Inc. 332 S. Michigan Ave 10th Floor, Suite M-898 Chicago, Illinois 60604 webbs@legalresolve.com	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/5/15, 11:12 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$170 per hour + Reimbursement of Travel Expenses tbd
<b>Harry A. Blackburn</b> 16129 Seneca Lake Circle Crest Hill, IL 60403 hblackburnlaw@gmail.com	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/7/15, 10:28 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$50 per hour
<b>Michael F. Carroll</b> 9641 W 153 <sup>rd</sup> Street, Suite 47 Orland Park, IL 60462 mike@mikecarrolllaw.com	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/8/15, 9:36 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$200 per hour + one way drive time
<b>Frank R Dufkis, Esq.</b> PO Box 9718 Naperville, IL 60567-9718 Frd926@yahoo.com	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/8/15, 10:50 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$100 per hour

Attachment: Recommendation RFQ Tab (15-351 : Adjudication Officer - Auth Contract w Michael Carroll)

## BID TABULATION FOR

DEPARTMENT: BID #2016-51

Adjudication Hearing Officer RFQ

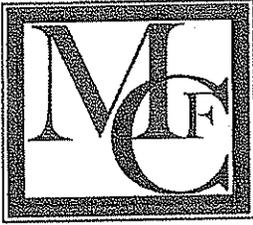
DUE: 10-9-15, 2:00 PM

 ORIGINAL

BIDDER INFORMATION	REQUIREMENTS	SUBMITTAL
<b>David G. Eterno</b> 910 N Marsha Drive Palatine, IL 60067 <a href="mailto:deterno@aol.com">deterno@aol.com</a>	References: Yes Resume: Yes License: Yes Exceptions: Possible Schedule Conflicts – see letter	Received: 10/8/15, 12:56 PM # of Copes: 1 orig + 10 copies  Fixed Rate \$150 per hour
<b>Joan Vasquez</b> 20063 N Rand Road Palatine, IL 60074 <a href="mailto:jvasquez@vasquez-law.com">jvasquez@vasquez-law.com</a>	References: Yes Resume: Yes License: Yes Exceptions: Possible Schedule Conflicts – see letter	Received: 10/9/15, 9:43 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$125-150 per hour
<b>Amy L. Melton</b> 23 West Jefferson St Joliet, IL 60432 <a href="mailto:amy@ameltonlaw.com">amy@ameltonlaw.com</a>	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/9/15, 10:09 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$150 per hour
<b>Meanith Huon</b> PO Box 441 Chicago, IL 60690 <a href="mailto:Huon.meanith@gmail.com">Huon.meanith@gmail.com</a>  Rec'd via email	References: No Resume: Yes License: No Exceptions: None listed	Received: 10/2/15, 8:28 PM # of Copes: 1 via email  Fixed Rate \$ none listed
<b>Robert H Anderson</b> 11025 South Longwood Drive Chicago, IL 60643 <a href="mailto:Rha3000@hotmail.com">Rha3000@hotmail.com</a>  Rec'd via email	References: Yes Resume: Yes License: Yes Exceptions: None	Received: 10/9/15, 10:09 AM # of Copes: 1 via email  Fixed Rate \$150 per hour

Attachment: Recommendation RFQ Tab (15-351 : Adjudication Officer - Auth Contract w Michael Carroll)

Received and recorded by Rita Weiss, Purchasing Director



**THE LAW OFFICE OF  
MICHAEL F. CARROLL**

9641 W. 153<sup>RD</sup> STREET, SUITE 47, ORLAND PARK, IL 60462  
 TELEPHONE: (708) 478-0200 FACSIMILE: (708) 966-0485  
 EMAIL: MIKE@MIKECARROLLLAW.COM

October 6, 2015

Rita Weiss  
 Purchasing Director  
 Will County Office Building  
 302 N. Chicago St.  
 Joliet, IL 60432

*Re: Administrative Hearing Officer RFQ Response*

Dear Ms. Weiss:

Enclosed please find an original and ten copies of my RFQ response statement for adjudication hearing officer. Thank you for receiving this document. My interest in applying for this position stems from the fact that I currently serve as the administrative adjudication officer for 8 municipalities in three different counties. Furthermore, I certify other attorneys to become administrative hearing officers. I feel that my experience speaks for itself, and I enjoy adjudicating administrative hearings throughout the northern part of Illinois. My performance style varies somewhat in response to the personality of the municipal entity hiring me. Although I find that most of my municipalities favor compliance over punitive functions of the administrative hearings, I do adapt my style to each employer/municipal entity. If you were to investigate my performance with any of the municipalities that have hired me over the last 17 years or so, you will find that I have been very responsive and willing to adapt to changing conditions economically, socially and politically.

Currently, I serve as the administrative hearing officer in the Villages of Bedford Park, Palos Park, Worth, Tinley Park, Richton Park and Glenwood in Cook County. I also serve as administrative hearing officer for the Village of Crete, in Will County. Finally, I serve as administrative hearing officer for the Village of Bourbonnais, in Kankakee County. One could easily see that the demographics, concerns and interest of those hearing units differ greatly. In addition to serving as hearing officer, I have also served as Village prosecutor for the Village of Hometown Illinois. I have assisted villages in drafting and implementing their enabling ordinances for administrative hearings, and currently sit as a Trustee for the Village of Orland Park, in Cook and Will Counties. Therefore, I am astutely aware of the goals that most of my clients have in assuring that our constituents have a system of due process that affords them a professional and efficient "day in court". I do not have any existing or potential conflicts of interest that might affect my ability to adjudicate code and ordinance violations. I will attach a list of professional references, a copy of my law license, and a billing proposal and cost/charge breakdown.

Should anyone have any questions or comments, please feel free to contact me at the phone number above.

Very truly yours,

Michael F. Carroll  
 Attorney at Law

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## MICHAEL F. CARROLL

9641 W. 153<sup>rd</sup> St., Suite 47, Orland Park, IL 60462

(708) 478-0200

Mike@MikeCarrollLaw.com

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### EDUCATION

*John Marshall Law School, Chicago, IL*

**Juris Doctor**

1995

Chosen to represent school at National Criminal Justice Trial Competition of the American Bar Association

*Northern Illinois University, DeKalb, IL*

**B.A. in Communication Studies**

1985

Minor in Political Science; Followed Pre-Law curriculum

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### TEACHING EXPERIENCE

**Administrative Hearing Officer Instructor**

2013 – Present

Certifying licensed attorneys as Administrative Hearing Officers; instruction in the Rules of Evidence, the Illinois Administrative Procedures Act, as well as pertinent enabling statutes; requiring students to attend and observe administrative hearings, as required by statute.

**Instructor** -- Robert Morris College -- Paralegal Studies

1998-2002

Taught Legal Research, Family Law, Real Estate, Contract Law and Criminal Law to students enrolled to obtain their Paralegal Certificate

**Instructor** -- Northeast Multiregional Training Institute

1995-2002

Taught Police Officers and Police Officer Recruits on areas of Illinois substantive law, including: Search & Seizure, Use of Force, Rights of the Accused, Evidence, Civil Liability and Report Writing/Case Preparation

**Lecturer** -- Lewis University

1998

Lectured Masters Degree students in Criminal Justice on the 4<sup>th</sup> Amendment and its impact upon police investigations

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### RELATED EXPERIENCE

*The Law Office of Michael F. Carroll, Orland Park, IL*

**Attorney at Law**

1995 - Present

Currently a sole practitioner and formerly a founding partner in General Practice law firm, concentrated in the areas of: Criminal Litigation, Civil Litigation, Commercial & Residential Real Estate and Administrative & Municipal Law

*Cook, Will & Kankakee County, IL*

**Administrative Hearing Officer/Prosecutor**

1998 - Present

Served as Hearing Officer or Prosecutor in several municipalities in Northern Illinois. Helped implement the ordinance and hearing program in several municipalities as well. Currently adjudicating for eight municipalities in the three counties.

*Village of Palos Park Police Department, Palos Park, IL*

**Legal Affairs Officer**

2004 - 2009

Gave counsel to Chief of Police, Police Commissioner and Mayor on legality of departmental/village procedures. Oversaw the village's implementation of the statewide racial profiling traffic stop program. Served as liaison to the prosecutor's office.

**PROFESSIONAL REFERENCES**

1. Honorable Michael J. Powers  
815-727-8540  
[jpowers@willcountyillinois.com](mailto:jpowers@willcountyillinois.com)
2. Donald DeWilkins, ESQ.  
708-349-5611  
[Brethen99@aol.com](mailto:Brethen99@aol.com)
3. Thomas Melody, ESQ. (Attorney for Village of Tinley Park)  
312-984-6426  
[tmmelody@ktjlaw.com](mailto:tmmelody@ktjlaw.com)

**BILLING PROPOSAL**

Hourly rate I charge my municipalities for administrative adjudication is \$200.00. Typically, I bill my municipal clients for one-way drive time. I would seek reimbursement for any costs incurred in performance of my duties as an administrative hearing officer (ie. photocopying, faxes, postage, currier fees, etc.)

**HEARING OFFICER SERVICES AGREEMENT**  
**RE: ADMINISTRATIVE ADJUDICATION**

THIS HEARING OFFICER SERVICES AGREEMENT (this "Agreement") is made between Will County, Illinois (the "Client"), 302 N. Chicago St., Joliet, IL, and Michael F. Carroll, The Law Office of Michael F. Carroll (the "Hearing Officer"), 9641 W. 153<sup>rd</sup> Street, Suite 47, Orland Park, IL 60462

**RECITALS**

Client desires to retain Hearing Officer to provide professional consulting and hearing officer services related to the resolution of ordinance violations processed through the Will County administrative adjudication program in Will County, IL. The Hearing Officer desires to perform such services according to the terms of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

1. **Scope of Agreement.** The scope of services to be performed is outlined in Exhibit "A" of this Hearing Officer Services Agreement. This Agreement constitutes the entire agreement between Client and the Hearing Officer and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Client and the Hearing Officer. This Agreement shall apply only to the Services set forth in the scope of services to be accomplished after the effective date, and prior to the termination, of this Agreement except as may be modified or expanded during the term of this Agreement by mutual written consent of both Client and the Hearing Officer (or by their authorized representatives).

2. **Performance of Services.** The Hearing Officer agrees that he will, at all times, faithfully, industriously, and to the best of his ability, experience, and talents perform all the duties that may be required of and from him. Such duties shall be rendered within the State of Illinois.

3. **Term.** This Agreement shall commence on the 1<sup>st</sup> day of December, 2015 and continue until terminated in accordance with this agreement.

4. **Compensation and Times of Payment**

4.1 **Fees.** The Hearing Officer's fees shall not exceed \$170.00 per hour for all services for the FY 2016. The parties agree that the minimum to be billed for hearing time shall be no less than 2.0 hours. Travel time shall not be billed.

4.2. **Business Expenses.** The Hearing Officer may submit for reimbursement of any costs and expenses, for any supplies required by Will County but not provided directly by Will County to carry out the Services, including (a) all equipment; (b) all postage, letterhead, envelopes and other office supplies. The Hearing Officer must provide all vehicles used by the Hearing Officer, except rental vehicles to the extent permitted under Section 5.2.

4.3. Transportation Related Expenses. Will County shall reimburse the Hearing Officer for reasonable and necessary transportation related expenses incurred by the Hearing Officer in the course of providing the Services. The transportation related expenses shall include the cost of airline tickets, lodging, meals and automobile rental, parking, cab/shuttles, gratuities and other necessary and proper expenses when Hearing Officer travels on behalf of Client in performance of services under this contract and such travel is mutually agreed upon by the Client and Hearing Officer ahead of time. Transportation related expenses shall not include, regardless of location, (a) transportation to the administrative hearings in Will County (b) mileage, repair, maintenance, or fuel expenses for Hearing Officer's own vehicles or (c) the cost of any form of entertainment.

4.4. Invoices. Monthly invoices and detailed time and expense reports shall be provided by the Hearing Officer to the Client on the first of each month. Payment of billable hours and expenses will be made to the Hearing Officer by the Client within 30 days of receipt of such invoices.

5. Relationship of the Parties.

5.1 Independent Hearing Officer. The relationship between the parties is that of independent contractor. Nothing herein shall be construed to create a joint venture, partnership or employee/employer relationship. The Hearing Officer shall not be considered an agent or an employee of Will County for any purpose.

5.2 No Fringe Benefits. As an independent Hearing Officer, the Hearing Officer shall have no right to any compensation from Will County other than the Fees and the reimbursement of Business and Transportation Related Expenses (in Paragraphs 4.2 and 4.3). Without limiting the foregoing, Will County shall have no obligation to provide the Hearing Officer with (a) industrial accident, worker's compensation or unemployment insurance; (b) medical insurance or the payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of Will County.

5.3 No Authority. The Hearing Officer possesses no authority to bind Client for any promise, obligation, agreement or representation unless specifically authorized by Client in writing.

5.4. Liabilities. The Hearing Officer shall not contract or incur any liabilities on behalf of Will County without specific written authorization from Client.

6. Indemnification.

6.1 Hearing Officer shall indemnify, defend and save harmless the Client, its officers, officials, agents, employees, representatives and assigns, from all lawsuits, actions, costs, including reasonable attorneys' fees, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as a result of any acts or omissions of said Hearing Officer, his agents or employees and arising out or related to the performance of any of the provisions of the contract.

6.2 The Client shall indemnify, defend and save harmless the Hearing Officer, his agents or employees from lawsuits, actions, costs, including reasonable attorneys fees, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of any acts or omissions of said Client, its officers, officials, agents, employees and/or subcontractors and arising out of the performance of any of the provisions of the contract.

7. **Termination.** This Agreement shall terminate immediately upon the occurrence of any of the following events:

7.1 Mutual written agreement between Will County and the Hearing Officer;

7.2 The Hearing Officer's inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the Hearing Officer;

7.3 The Hearing Officer's failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

7.4 Improper professional or unethical conduct by the Hearing Officer or any individual performing services on behalf of the Hearing Officer;

7.5 Upon written notice of termination of this Agreement. This Agreement may be terminated by either party hereto upon thirty (30) day's notice to the other party. Client may terminate this agreement for whatever reason at whatever time during the term of this Agreement, and Hearing Officer shall be entitled to immediate payment of the remaining unpaid reimbursable expenses and fees due pursuant to the provisions of this Agreement and as further set forth in Paragraph 4. Unless terminated for cause, or at the end of the term, or as a result of Hearing Officer's failure to render services in accordance with the general scope of services (Exhibit A), Hearing Officer shall, upon termination of this Agreement by either Hearing Officer or Client and at the request of Client, continue to perform its duties for a maximum of thirty (30) days, commencing from the time written notice of termination of this Agreement was given. Notice of termination of the Agreement shall be in writing and delivery shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail/return receipt requested, or one day following deposit with a nationally reputable overnight courier service marked for next day delivery.

7.6 On November 30<sup>th</sup>, 2016, unless earlier terminated in accordance with this agreement or extended by mutual agreement of the parties.

7.7 If this Agreement is terminated for any reason, except for cause as set forth in paragraphs 7.3 and 7.4, the Hearing Officer shall be entitled to payment for all services completed at the time of notice of such termination pursuant to the provisions of paragraph 4.4.

8. **Disputes.** Any disputed or questioned charges, activities, or obligations will be forthrightly substantiated and resolved by both parties in good faith. Invoice items not questioned in writing within 30 days of the invoice date will be deemed accepted and

Attachment: Adj Officer Michael Carroll (15-351 : Adjudication Officer - Auth Contract w Michael Carroll)

payable.

9. **Confidentiality.** All information provided to the Hearing Officer by Client shall be treated as confidential. Hearing Officer will maintain adequate security for all documents, notes and information provided by Client and will not disclose or discuss in any manner any information about client or its business to any third party without prior and explicit approval of an authorized representative of client.

10. **Work Product.** All work produced pursuant to this agreement shall be the property of the County of Will and not otherwise distributed without Will County's permission.

11. **Miscellaneous**

11.1 **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Illinois. Any action at law, suit in equity or other judicial proceeding relating to this Agreement or any provision thereof shall be instituted and conducted in the County of Will, State of Illinois.

11.2 **Assignability.** The Hearing Officer's rights and obligations under this Agreement are personal in nature to Michael F. Carroll and not assignable, including to any other person in The Law Office of Michael F. Carroll. The Hearing Officer shall neither assign such rights nor delegate his duties.

11.3 Notice. Notices pursuant to this agreement shall be sent as follows:

Lawrence M. Walsh  
Will County Executive  
302 N. Chicago Street  
Joliet, Illinois 60432

Michael F. Carroll  
The Law Office of Michael F. Carroll  
9641 W. 153<sup>rd</sup> Street, Suite 47  
Orland Park, Illinois 60462

It shall be the duty of each party to notify the other in the event of a change of address.

11.4 **Severability.** Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that it is no longer illegal or unenforceable.



Exhibit A

HEARING OFFICER SCOPE OF WORK

Upon the request of Will County (the "Client"), MICHAEL F. CARROLL (the "Hearing Officer") shall perform services for the Client including, but not limited to, the following:

1. Provide expertise in organizing the commencement of the Will County Administrative Adjudication process.
2. Work with officials and employees from each department that will send ordinance violations through the adjudication process to gather information on county and departmental policies and issues faced by code enforcement officials.
3. Provide any necessary input to the development of an effective adjudication software program.
4. Become knowledgeable about Will County ordinances and fine structures pertaining to the adjudication program.
5. Conduct fair and open hearings designed to resolve ordinance violations in the most effective, efficient manner possible and pursuant to all laws of the State of Illinois and ordinances of Will County.

Attachment: Adj Officer Michael Carroll (15-351 : Adjudication Officer - Auth Contract w Michael Carroll)