

**Village of Woodridge**  
REQUEST FOR QUALIFICATIONS  
ADMINISTRATIVE HEARING OFFICER



**Issue Date: January 6, 2023**  
**RFQ Submittals Due by January 27, 2023 4:00 PM**

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## **I. INTRODUCTION**

The Village of Woodridge, Illinois (“Village”) is requesting information from experienced attorneys to serve as an administrative hearing officer pursuant to a professional services agreement with the Village. The hearing officer will primarily relate to the adjudication of vehicles tows. The sole purpose of an administrative hearing is to determine, by a preponderance of the evidence, whether the vehicle was towed and impounded in accordance with the Village of Woodridge Village Code. The Village invites qualified candidates to submit a response to this request for qualifications by providing the submittals described in Section III.

## **II. BACKGROUND OF THE VILLAGE OF WOODRIDGE**

The Village of Woodridge (population 32,971) is a progressive community located in DuPage, Will, and Cook Counties, Illinois approximately 30 miles southwest of Chicago. Neighboring communities include Naperville, Downers Grove, Darien, Lisle, Lemont, Romeoville and Bolingbrook. The Village of Woodridge was incorporated on August 24, 1959. The community has continued to grow and prosper while carefully maintaining the area’s natural setting through dozens of parks and thousands of acres of forest preserve land.

With its close proximity to downtown Chicago and excellent access to I-355 and I-55, Woodridge has developed into a thriving commercial community. The third largest business park in the Chicago Metropolitan Area is located in Woodridge along with eight other business parks, providing space to more than 95 businesses and representing nearly 6,000 jobs. Woodridge is also home to 19 retail shopping centers that include dozens of national retailers.

The Village of Woodridge has a wide variety of housing options that vary from apartments and moderately priced condominiums to luxury single-family homes. Of 11,300 households, approximately 50% are in multi-family developments. Housing to support the needs of Woodridge’s aging population has been constructed in recent years as well.

Woodridge is home to six public elementary schools and one junior high school. All seven of these schools are in Woodridge School District #68, which serves a majority of the community. The majority of Woodridge high school students attend Downers Grove North or Downers Grove South High Schools, which are part of the Community High School District #99. Several other school districts also serve Woodridge residents as do three fire protection districts.



Woodridge residents enjoy outstanding park and library facilities. The Woodridge Park District provides more than 560 acres of parkland, which includes over 40 community and neighborhood parks, two lakes, and other woodlands, wetlands, bikeways and open space, including almost 34 miles of off-road asphalt-paved pathways for recreational use. Residents also enjoy the Cypress Cove Family Aquatic Park and the Woodridge Athletic Recreation Center (ARC).

Finally, there are two 18-hole golf courses in Woodridge including the Seven Bridges Golf Course and the Village Greens Golf Course, both owned by the Village of Woodridge. The Woodridge Library has approximately 24,000 registered cardholders and saw nearly a half of a million visitors.

Woodridge is a caring, family-oriented community that provides outreach services to build strong neighborhoods and unify the community by bringing residents together to help one another. Local businesses, service organizations and residents contribute their time, talents and funds to help operate these important programs.

### **III. SPECIFICATIONS OF RFQ**

#### **A. PURPOSE**

The tow hearings are civil proceedings and are less formal than a criminal proceeding. In an administrative hearing, the Tow Hearing Officer will hear the matter. Hearing Officers are experienced attorneys that are required to undergo State mandated training to be professional, fair, and courteous.

1. The Village's goals in establishing an administrative hearing system include, but are not limited to:

- Processing violations more efficiently and cost-effectively
- Increasing overall compliance and ensure compliance in a timely manner
- Providing residents a convenient mechanism to address violations and be heard
- Providing an objective third party to address special circumstances and impartially resolve disagreements

#### **B. ELIGIBILITY**

Candidates shall meet or exceed the following qualifications:

- A. Must be an attorney in good standing who has been licensed to practice in the State of Illinois for a minimum of five consecutive years.
- B. Must be available for hearing sessions as scheduled or able to provide a Village approved substitute.
- C. Must provide certification and proof of completion of a formal training program consisting of:
  - a. Instruction on the rules of procedure for administrative hearings;
  - b. Orientation to each subject area of the Code that will be adjudicated;
  - c. Observation of hearings conducted by Illinois municipalities that have adopted the administrative hearing system; and



- d. Participation in hypothetical hearings, including ruling on evidence and issuance of final orders.
- D. Must not have any personal, financial, or business relationships that, in the judgment of the Village Manager, may give rise to an actual or apparent conflict of interest.
- E. It is preferred, but not required, that candidates have prior judicial and/or other adjudicatory experience.

### C. SCOPE OF WORK

The selected Administrative Hearing Officer shall have the authority and jurisdiction set forth in the Village Code, including but not limited to the following:

- Hold conferences for the settlement or simplification of the issues;
- Conduct hearings in accordance with applicable law, including hearing testimony and accepting evidence that is relevant to the allegation of a Violation;
- Rule upon motions, objections, and the admissibility of evidence;
- At the request of any party or on the Hearing Officer's own motion, issue subpoenas directing witnesses to appear and give relevant testimony at the Hearing, or directing the production of relevant books, records, or other information, but only if the Hearing Officer determines the subpoenaed information is necessary to present relevant evidence that relates to a contested issue in the case;
- Preserve and authenticate the record of the Hearing, including all exhibits and evidence introduced at the Hearing;
- Postpone or continue a violator's Hearing to a later Hearing date;
- Issue a final determination, based on the evidence presented at the Hearing, on whether a Violation occurred or exists. The Hearing Officer's final determination shall be in writing and shall include written findings of fact and conclusions of law, including any corrective measures, the applicable fines and penalties, or other action with which the violator must comply;
- Impose penalties consistent with applicable Code provisions, order the violator to obtain a compliance bond, and require the violator to take corrective measures to cure the Violation upon finding a violator liable for the charged Violation, except as expressly provided in the Village Code;
- Impose administrative costs in an amount not less than the minimum amount set by the Board of Trustees upon finding a violator liable for the charged violation. The Hearing Officer shall have no authority to waive, or impose an amount less than the minimum amount set by the Board of Trustees;
- Require, for violations involving the possession or consumption of alcoholic beverages or the possession of cannabis or drug paraphernalia, that a violator complete, and provide proof of completion of, a specified period of community service with an organization designated by the Village Manager in consultation with the Chief of Police. Such community service may include, without limitation, a specific period of attendance at a designated educational program or the receipt of counseling related to substance abuse, This community service requirement may be imposed in addition to, or in lieu of, any applicable fines and administrative costs for the Violation;
- Accept and enter any agreed order, continuance, or other agreed disposition



- presented by the Village; and
- Conduct and adjudicate hearings concerning towed motor vehicles, in accordance with and pursuant to Chapter 6 of the Code; and
- All other duties provided for by Village Ordinance.

The Woodridge Police Department currently issues a few thousand parking tickets per year with relatively few hearings requested. The Village will provide the selected Administrative Hearing Officer with the following:

- Copies of, or full access to, all pertinent Village Code provisions, and policies, rules and regulations applicable to serving as an Administrative Hearing Officer.
- Reasonable access to all pertinent documents and records for use in rendering decisions.
- Appropriate facilities to conduct hearings including security, and administrative support to facilitate the efficient conduct of such hearings.
- Training to serve as an Administrative Hearing Officer for the Village as required pursuant to 65 ILCS 5/1-2.1.-1 *et seq.*

#### D. DELIVERABLES

The response must include at least the following information identified by number.

1. Cover Letter
2. Contact Information sheet listing name, address, phone, email, and website (where applicable).
3. A summary statement of relevant experience and qualifications.
4. Illinois Attorney Registration & Disciplinary Commission identification number.
5. Verification of Law Degree and copy of license to practice law in the State of Illinois.
6. A listing of any potential conflicts of interest that could affect his/her ability to adjudicate issues for the Village.
7. Proposed substitute coverage, in case of an unavoidable absence at a scheduled hearing. As hearing dates are set in advance, arrangements for a qualified substitute are necessary should the candidate be unavailable for a hearing. The Village is not liable for additional payment for substitute coverage. All payment arrangements are through the awarded party.
8. A list and detailed explanation of any exceptions to the qualifications described in this section.
9. Any other information believed to be relevant to establishing qualifications for the position.
10. Attachments to the response:
  - a. A detailed, current resume showing professional experience, previous employment, and educational background, including any prior judicial and/or other adjudicatory experience.



- b. Three professional references.
- c. The hourly or daily rate proposed to meet the scope of work.

**IV. EVALUATION CRITERIA**

Proposals will be evaluated by the Village using the following criteria:

- 1. Qualifications and experience of the attorney
- 2. Proposed fees
- 3. All qualified submissions received by the deadline will be analyzed by the Village according to the criteria outlined in this RFQ. Failure to comply with the provisions of the RFQ may cause a proposal to be rejected.
- 4. The Village shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

All complete responses will be evaluated by the Village Administrator or his designee, who will have the sole discretion to determine which, if any, respondents will be interviewed. The evaluation of candidates may include interviews with relevant Village staff as well as with the Village Administrator. The Village Administrator or his designee has the sole and ultimate discretion to evaluate the candidates and to determine their qualifications and suitability for this position.

**V. RESPONSE SUBMISSION**

Responses to this RFQ shall be sent via electronic mail or first-class mail to:

Village of Woodridge  
Attn: Andie Trucco  
5 Plaza Drive  
Woodridge, IL 60517

Andie Trucco can be reached at 630-719-4709 or [atrucco@woodridgeil.gov](mailto:atrucco@woodridgeil.gov).

A. Anticipated Timetable (All dates are subject to change)

Action	Date
RFQ Published	January 6, 2023
Submittal Deadline	January 27, 2023
Review Responses	January 30-31, 2023
Interviews	February 1-10, 2023
Appointment	February 16, 2023
Orientation and Training	February/March 2023
First Administrative Hearing	March 21, 2023



It is the responsibility of the Offeror to insure that the response is received by the Village of Woodridge, by the date and time specified above. Late responses will not be considered. Sealed responses shall be submitted by **January 27, 2023 by 4:00 p.m.**

## **VI. RIGHT TO REJECT**

The Village of Woodridge reserves the right to reject any and all responses, or parts thereof received in response to this RFQ; waive formalities, technical deficiencies and irregularities; or otherwise solicit new responses if some other manner of negotiation better serves its interests, and to award an agreement in a manner that best serves the interest of the Village. An agreement for the accepted response will be drafted based upon the factors described in this RFQ.

## **VII. NOTIFICATION OF AWARD**

It is expected that a decision selecting the successful applicant will be made within approximately 1 month of the closing date for the receipt of responses. Upon conclusion of final negotiations with the successful firm, all Offerors submitting responses to this RFQ will be informed, in writing, of the name of the successful firm. It is expected that the contract will be for March 2023 – through the end of the year with the option to renew the contract annually.

## **VIII. QUESTIONS**

All questions must be submitted in writing via e-mail to [atrucco@woodridgeil.gov](mailto:atrucco@woodridgeil.gov) no less than five (5) business days prior to the scheduled due date of the response.

## **IX. TERMS AND CONDITIONS**

Any candidate that submits a response to this RFQ agrees to the following:

- A. All submitted responses become the property of the Village of Woodridge.
- B. The Village of Woodridge will make reasonable efforts to maintain the confidential nature of the submissions within the bounds of applicable Illinois and federal law.
- C. The Village of Woodridge reserves the right to reject any or all responses to this RFQ or to waive technicalities.
- D. The Village of Woodridge may request clarification to any part of any submitted responses to this RFQ and may request interviews with any candidate that submits a response.
- E. The Village of Woodridge will not be held responsible for any costs incurred in preparing, submitting or handling of any response.
- F. The Village of Woodridge may correct or alter this RFQ at any time. The Village will make reasonable attempts to notify any party that has submitted a response to the RFQ or has notified the Village in writing of their intent to submit a response of any changes made.
- G. The Village of Woodridge may enter into an agreement with a candidate





based on that candidate's submitted response and any other information gathered by the Village or provided as part of interviews or meetings with the candidate. The Village anticipates awarding an initial minimum contract for the remainder of the 2023 calendar year, after which the Village will have the right to renew for additional one (1) year periods of time.

- H. Any such agreement may be terminated by the Village with a written notice at least 60 days in advance of any such termination.
- I. At the Village's sole discretion, the Village may conduct a background check of the candidate at the Village's sole cost and expense. The Village reserves the right to terminate this Agreement based upon any negative findings contained in the background check as determined by the Village during the term of this Agreement.
- J. The candidate shall not assign or subcontract any portion of the services to be provided without the written approval of the Village.
- K. Any response to this RFQ may be withdrawn up until the date and time set above for the receipt of responses. Any response not so timely withdrawn shall constitute an irrevocable offer to provide the Village the services described herein for a period of up to ninety days or until one or more of the responses have been approved by the Village Board, whichever occurs first.
- L. In submitting a response to this RFQ, the candidate declares that the only person or party interested in the response as principals are those named herein, and that the response is made without collusion with any other person, firm or corporation.
- M. All information submitted to the Village in response to this RFQ will be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 et seq.) subsequent to the award of the contract. Candidates are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

Candidates desiring to have portions of their responses considered exempt are advised to mark these portions accordingly.



## X. Tow Hearing Schedule

The Village of Woodridge holds tow hearings at 1:00 p.m. on the 3<sup>rd</sup> Tuesday of the month at the Village Hall Werch Board Room (5 Plaza Drive in Woodridge). The following schedule outlines the hearing dates and the date range for each hearing.

### Tow Hearing Dates

<b>January 17, 2023</b>	For tows between 12/3/2022 – 12/31/2022
<b>February 21, 2023</b>	For tows between 1/1/2023 – 2/3/2023
<b>March 21, 2023</b>	For tows between 2/4/2023 – 3/3/2023
<b>April 18, 2023</b>	For tows between 3/4/2023 – 3/31/2023
<b>May 16, 2023</b>	For tows between 4/2/2023 – 5/5/2023
<b>June 20, 2023</b>	For tows between 5/6/2023 – 6/2/2023
<b>July 18, 2023</b>	For tows between 6/3/2023 – 6/30/2023
<b>August 15, 2023</b>	For tows between 7/1/2023 – 8/4/2023
<b>September 19, 2023</b>	For tows between 8/5/2023 – 9/1/2023
<b>October 17, 2023</b>	For tows between 9/2/2023 – 10/6/2023
<b>November 21, 2023</b>	For tows between 10/7/2023 – 11/3/2023
<b>December 19, 2023</b>	For tows between 11/4/2023 – 12/1/2023
<b>January 16, 2024</b>	For tows between 12/2/2023 – 12/31/2023