



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: PAT ROLLINS, CHIEF OF POLICE

SUBJECT: RESOLUTION: LOCAL PROSECUTION SERVICES AGREEMENT FOR TRAFFIC COURT AND ADMINISTRATIVE HEARINGS WITH SERGIO GALINDO

AGENDA: 7/7/2026

DATE: 6/30/2026

ISSUE

Should the Village Board enter into an agreement for local prosecution services, handling traffic court and administrative hearings with attorney Sergio Galindo.

DISCUSSION

The Sugar Grove Police Department is represented at Traffic Court by the Kane County State's Attorney's Office for state-issued citations and by a local prosecutor for Village of Sugar Grove-issued citations. The Sugar Grove Police Department seeks to enter into an agreement with attorney Sergio Galindo to provide representation for the village in local traffic and administrative hearings. Attorney Galindo previously served in this role, with his services contracted through our previous village attorneys. His expertise and relationships with the agencies are well known within our day-to-day operations. Officers are very familiar with his skills and abilities and are confident in the work he will deliver for the village.

COST

The monthly cost for Attorney Galindo's services is \$3,000. The agreement provides for a flat monthly fee of \$3,000.

ATTACHMENTS

Agreement for Local Prosecution Services with Attorney Galindo

RECOMMENDATION

That the Village Board approve the resolution authorizing the Village to enter into a two-year agreement with Attorney Galindo for Local Prosecution Services and approve Resolution # 2026-0707PD1, subject to attorney review.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

RESOLUTION NO.: 070726-PD1

A RESOLUTION AUTHORIZING A CONTRACT WITH SERGIO GALINDO

WHEREAS, the Village of Sugar Grove is an Illinois non-home rule Municipal Corporation with the powers and authority granted to it pursuant to the provisions of the Village Code of Ordinances, the Illinois Constitution of 1970, and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq., and

WHEREAS, the Village of Sugar Grove desires to enter into an agreement for local prosecution services for traffic court and administrative hearings, and

WHEREAS, the Village of Sugar Grove collaborated with attorney Sergio Galindo in the past for his services, and

WHEREAS, the Village seeks to re-engage his services again, and

WHEREAS, he is qualified and a practicing attorney representing multiple municipalities in this role, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

An agreement between the Village of Sugar Grove and Sergio Galindo to provide local prosecution services for the Village Police Department and Community development for local traffic court and administrative services for a two-year agreement ending December 31, 2028.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this **7th** day of **July 2026**.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT, made and entered into this 7th day of July 2026, by and between the VILLAGE OF SUGAR GROVE, a Municipal Corporation (hereinafter referred to as “VOS”) and SERGIO E. GALINDO, attorney (hereinafter referred to as “Galindo”) is for the provision of legal services as the Local/Municipal Prosecutor in the Branch Courtroom located within the City of Aurora, as follows:

1. Galindo agrees to serve as the VILLAGE OF SUGAR GROVE’s Prosecutor for local ordinance violation cases which are brought before the assigned Judge in the Aurora Branch Courtroom, and that he shall do so as an independent contractor, and not as an employee of the VILLAGE OF SUGAR GROVE. In this capacity, Galindo agrees to do the following.
 - a. Use his best efforts in representing the VOS and perform said legal services faithfully, professionally, ethically and with all due diligence;
 - b. Appear and prosecute at all court calls where VOS local ordinance violation cases are scheduled in the Aurora Branch Courtroom;
 - c. Appear and prosecute at all Administrative hearings where VOS local ordinance cases and/or impound hearings are scheduled in the Village of Sugar Grove City Council chambers (typically the second Wednesday of the month at 2:30 p.m.);
 - d. Prior and/or subsequent to said court calls, Galindo agrees to be responsible for any clerical and/or administrative tasks related to the prosecution of these cases, including but not limited to witness and complainant notices for the scheduling of trial dates and the mailing of

same to the appropriate parties as well as ordering and distributing (as appropriate) any and all police reports, videos, etc.;

- e. Prepare and notify police officers and other witnesses for their appearance in court;
 - f. Meet with appropriate VOS personnel including inspectors, police officers, Police Command Staff and VOS Staff as often as requested upon reasonable notice to discuss issues relevant to the provision of legal services pursuant to this Agreement;
 - g. Obtain and maintain appropriate professional liability insurance and provide a copy to the VOS upon request.
 - h. Consult and respond to any and all inquiries by either Defendant or their Attorney's for any and all questions related to matters pending at the Aurora Branch Court or Administrative hearings pending at the Village of SUGAR GROVE.
2. The VILLAGE OF SUGAR GROVE agrees to pay Galindo a flat rate of Three Thousand dollars (\$3,000.00) monthly for the legal services rendered according to this Agreement, payable monthly and pursuant to invoice submitted by Galindo.
3. Galindo acknowledges that he may require the assistance of a paralegal or another attorney if he is unable to appear in court or if he schedules a vacation and if so, he is solely responsible for paying the paralegal and/or another attorney from his payment from the VOS. In addition, Galindo acknowledges that he is solely responsible for any and all incidental expenses incurred during the course of providing the above services, including but not limited to postage, copy fees and

portable storage of videos that may or may not be used in connection with the above services.

4. Galindo acknowledges that he is not an employee of the VILLAGE OF SUGAR GROVE, but rather an independent contractor, and as such will not be eligible for any VOS benefits, any workman's compensation or unemployment benefits and/or any other rights or benefits given to or retained by VOS employees.
5. This Agreement is renewable annually, after the initial two year period, pursuant to the same terms unless otherwise terminated by Galindo or the VOS, and may be so terminated by either Galindo or the VOS without cause, upon thirty (30) days written notice. This agreement shall remain in full force and effect for a period of two (2) years until December 31, 2028. At the conclusion of the initial two year period, either party may revisit and or review any portion of this contract, including but not limited to the rate of pay;
6. This Agreement will terminate immediately upon the occurrence of any of the following:
 - a. Failure of Galindo to remain duly licensed by the Illinois Supreme Court to practice law in the State of Illinois;
 - b. Unethical or dishonest conduct on the part of Galindo;

SERGIO E. GALINDO

Attorney

VILLAGE ADMINISTRATOR
For the VILLAGE OF SUGAR GROVE