

# CITY OF BATAVIA

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**MEMO TO:** Committee of the Whole  
Government Services

**FROM:** Gary J. Schira  
Chief of Police



**DATE:** December 22, 2016

**SUBJECT:** Resolution 17-02-R Approving Contract with Drendel and Jansons Law Group to Provide City Prosecutor Services

We recently have been made aware that our contractual City Prosecutor Carolyn Schroeder of the Law Firm of Schroeder and Schroeder, 1250 Executive Place, Suite 201, Geneva, IL 60134 (630)262-9500, will be moving out-of-state to South Carolina at the end of the year and thus can no longer prosecute our local ordinance violations in Traffic/Field Court. She and her father have provided these services to us for approximately 22 years. For the last few years, Carolyn Schroeder has provided these services to the Batavia Police Department for a flat fee of \$1600/month (\$19,200/yr).

In light of the relatively short notice, I believe it wise to line up a competent and well-versed replacement City Prosecutor as soon as possible. With this in mind, it is my professional recommendation that we hire the same firm to do this that serves as our City Attorney – The Drendel and Jansons Law Group, 111 Flinn St., Batavia, IL (630) 406-5440. They not only have served a similar role in North Aurora where they have been the Village Prosecutor there for years, but City of Batavia staff and officials have developed a solid professional relationship with many members of this law firm through their recent years as City Attorney, specifically with Kevin Drendel, Carolyn Jansons, Roman Sechel and Ed Boula. They always have our best interest at heart and understand what our priorities are. This law firm is willing to provide these prosecutorial services for us for a flat monthly fee of \$1900 (\$22,800/year), which I believe is reasonable given the time demands.

Therefore, I request the attached Resolution 17-02-R and Agreement be discussed and approval recommended at the Tuesday, January 10, 2017 Committee of the Whole Meeting and it be formally approved at the Tuesday, January 17, 2017 City Council Meeting. If you have any questions reference the above, please contact me.

Copy to: L. Newman, City Administrator  
Department Heads  
City Attorney  
Economic Development  
D/C Autenrieth  
D/C Eul  
C. Shimp  
J. Armbrust

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 17-02-R**

**APPROVING A CONTRACT FOR LEGAL SERVICES FOR TRAFFIC AND ORDINANCE  
VIOLATION PROSECUTIONS WITH DRENDEL & JANSONS LAW GROUP**

**WHEREAS**, Carolyn Schroeder has been the City prosecutor for many years, but Carolyn Schroeder is moving out of state and will no longer be handling the prosecutions for the City of Batavia after December 2016; and

**WHEREAS**, the Drendel & Jansons Law Group is experienced in providing prosecutions for traffic and other ordinance violations for municipalities, and the City has an existing relationship with the Drendel & Jansons Law Group; and

**WHEREAS**, the Drendel & Jansons Law Group has submitted a proposed agreement for the provision of legal services to handle the traffic and ordinance violation prosecutions in the Kane County Branch Court after Carolyn Schroeder is done; and

**WHEREAS**, the Mayor desires to appoint the Drendel & Jansons Law Group, and the Council desires to give its advice and consent in favor of retaining the Drendel & Jansons Law Group to provide those legal services agreement pursuant to the terms and conditions that have been proposed.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein as the material findings of the Mayor and the City Counsel.

**SECTION 2:** The agreement attached hereto and incorporated herein by reference as Exhibit "A" setting forth the terms and conditions for the handling of the City traffic and ordinance violations prosecutions is hereby approved, and the Mayor and the Deputy Clerk are hereby authorized and directed to execute the agreement in the form attached.

**SECTION 3:** This Resolution shall take immediate force and effect upon its passage.

CITY OF BATAVIA, ILLINOIS RESOLUTION 17-02-R

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**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this \_\_\_\_ day of January, 2017.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this \_\_\_\_ day of January, 2017.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Mueller					Stark				
5	Botterman					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
<b>VOTE:</b>		0 Ayes	0 Nays	0 Absent	Abstentions					
<b>Total holding office: Mayor and 14 aldermen</b>										

ATTEST:

\_\_\_\_\_  
Christine Simkins, Deputy City Clerk

**EXHIBIT A**  
**CITY OF BATAVIA AGREEMENT FOR**  
**TRAFFIC AND MUNICIPAL ORDINANCE PROSECUTIONS**

This Agreement is entered into by and between the City of Batavia (the "City"), an Illinois Municipal Corporation, and the Drendel & Jansons Law Group (the "Firm"), an Illinois Professional Corporation located in Batavia Illinois.

**WITNESSETH:**

**WHEREAS**, the City of Batavia desires to retain the services of the Drendel & Jansons Law Group to prosecute traffic and other local municipal ordinance violations in the Kane County Branch Court;

**WHEREAS**, the Drendel & Jansons Law Group, desires to provide the legal services that the City of Batavia needs.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and the Firm:

1. The recitals set forth above are incorporated herein as material provision of this Agreement.
2. After the firm is appointed by the Mayor with the advice and consent of the City Counsel, this Agreement will govern the relationship between the City and the Firm in regard to the prosecution of traffic and ordinance violations in the Kane County Branch Court.
3. The Firm shall take over the prosecutions in the Kane County Branch Court from and after January 1, 2017, and shall continue thereafter handling all the traffic and ordinance violations for the City in the Kane County Branch Court in coordination with the Chief of Police and the Police Department, and the Firm shall answer and be responsible to the Chief of Police on all matters related to this Agreement.
4. This agreement shall terminate at the end of the current Mayors term, subject to re-appointment by the Mayor who is elected at the next election and the advice and consent of the City Counsel, provided that, unless and until a different appointment is made, the Firm shall continue to provide legal services pursuant to this Agreement after the end of the current Mayor's term until such time as a different appointment is made.
5. Beginning on January 1, 2017, and each month thereafter during the term of this Agreement, the Firm shall appear in the Kane County Branch Court and prosecute all traffic and ordinance violations for the City on the first, second, and third Tuesdays of the month, including the morning call and afternoon trials, for a flat fee of \$1,900.00 per month.

6. Included in the flat fee the Firm will process any required communications with witnesses in regard to accidents and related matters when cases have been set for trial.
7. For the first three (3) months of this Agreement, the Firm will also attend the Kane County Branch Court on the 4<sup>th</sup> Tuesday of the month for no additional fee and shall use the Firm's best efforts to prevent the scheduling there after of any City cases on the 4<sup>th</sup> Tuesday of the month, streamlining the cases to the first three Tuesdays of each month thereafter.
8. Beginning in April 1, 2017, the flat rate will cover legal services provided only on the first three (3) Tuesdays of the month; and if the Firm is required to make an appearance on the fourth Tuesday, or on any other date, through no fault and beyond reasonable control of the Firm, the services associated with those additional appearances shall be billed for those additional appearances at the regular municipal hourly rate that is set pursuant to the general Agreement with the City.
9. Any motions or trials that need to be set on dates other than the first three (3) Tuesdays of the month due to unavailability of an officer as a result of vacation, training or other conflicts will be billed at the Firm's regular municipal rate, and any other services provided in connection with the prosecution of traffic and ordinance violations that are beyond the scope of the services defined herein for which the flat rate is applicable will be billed at the Firm's regular municipal rate, including jury trials.
10. The Firm reserves the right to change the fee arrangements from time to time, provided that the Firm must give the City at least ninety (90) days prior written notice, and the changed rates shall be subject to approval by the City.
11. If any provision of this Agreement is determined to be invalid for any reason, the invalidation of any provision of the Agreement shall not render the entire Agreement invalid, and the other provisions of the shall be given effect in spite of the invalidated provision.

**IN WITNESS THEREOF**, this Agreement is approved this        day January, 2017.

CITY OF BATAVIA, Kane County, Illinois

DRENDEL & JANSONS LAW GROUP

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Its President

Attest: \_\_\_\_\_  
City Deputy Clerk