



Office of the Kane County State's Attorney

JAMIE L. MOSSER
STATE'S ATTORNEY

March 20, 2024

Jennifer Konen, President
Village of Sugar Grove
160 S. Municipal Drive, Suite 110
Sugar Grove, Illinois 60554

Re: Patrick Sean Michels, Village Trustee

Dear Village President Konen,

I write in response to your letter – dated February 9, 2024 – requesting a *Quo Warranto* action against Village Trustee Patrick Sean Michels (“Mr. Michels”).

As you know (and discussed in your letter), Mr. Michels had felony charges brought against him for forging a certificate of occupancy and delivering that forgery to the property owner and title company. Upon the bringing of those charges, Mr. Michels applied for our Deferred Prosecution Program (“Program”). After it was verified that he was a non-violent, first-time offender and that he did not use his elected position to commit this crime (this would preclude him from the program), he was deemed eligible and accepted into the Program. Mr. Michels then executed the Deferred Prosecution Agreement (“Agreement”) which stipulated to a dismissal of all charges upon the successful completion of the Program. After signing the Agreement, the Judge overseeing his case accepted it, deferred the prosecution, and assessed a fine of \$1,584. Consistent with the Program, there was no guilty plea entered by Mr. Michels, nor a conviction by the Court of any of his charges at that time. Mr. Michels currently remains in the Program and is scheduled to have a status of completion hearing in early May. If he successfully completes the Program by that time, he will have his pending charges dismissed pursuant to the Agreement.

Please know that my office has reviewed whether a *Quo Warranto* action may be brought against Mr. Michels, including what legal hurdles there are (if any) in bringing such an action. It is because of that review – as quickly outlined below – that I decline to file such an action against Mr. Michels at this time.

An action for *Quo Warranto* under 735 ILCS 5/18-101(3) applies only where the public

officer has done an act that works as an automatic forfeiture of his office. Indeed, pursuant to Municipal Code Section 3.1-10-50(c)(2), as cited in your letter, a municipal officer can only be removed if ***he has admitted guilt or entered into a written agreement to plead guilty to a felony***. As noted above, the Program does not require defendants to formally plead guilty to any offence. The Agreement also does not constitute an agreement to plead guilty to a felony. To be clear, the provision in the Agreement, whereby the defendant agrees to state a factual basis, does not amount to an agreement to plead guilty to a felony under Section 3.1-10-50(c)(2).

Accordingly, the record reflects that Mr. Michels did not plead guilty to any offense in open court before a judge, nor did he accept a guilty plea or the terms of any guilty plea agreement after appropriate admonishments. Without more, my office has no legal basis to bring a *Quo Warranto* action against Mr. Michels at this time.

Please note that 735 ILCS 5/18-102 allows any interested person to (1) request the Attorney General bring a *Quo Warranto* action if the State's Attorney declines to bring such an action and (2) bring their own action if both the State's Attorney and Attorney General decline. I thus have no legal objection at this time to you making a similar request to the Illinois Attorney General's Office, if you still wish to have someone pursue a *Quo Warranto* action against Mr. Michels. I also have no objection – if the Attorney General declines your request – to the Village itself seeking such an action against Mr. Michels, if the Village has such a legal right.

Please let me know if you have any questions or concerns. I am happy to discuss my decision and its legal basis with you. I am also willing to reconsider this decision if Mr. Michels fails the Program and ends up being convicted of or agrees to plead guilty to a felony.

Sincerely,



Jamie L. Mosser
Kane County State's Attorney