

APPELLATE COURT OF ILLINOIS, THIRD DISTRICT

Mokena Community Park District v. Romanek

2020 IL App (3d) 180336 · No. 3-18-0336 · Decided June 5, 2020

SUMMARY

The Illinois Appellate Court, Third District, reviewed a dismissal of James D. Romanek's counterclaim alleging breach of his employment contract with the Mokena Community Park District. The court held that the Park District Code authorized contracts for employment of a park director for up to three years, superseding the rule that a governmental body may not bind future boards through employment contracts. The court reversed the dismissal and remanded for consideration of the Park District's remaining grounds for dismissal.

CASE DETAILS

COURT	Appellate Court of Illinois, Third District
WRITING FOR THE COURT	Justice McDade; Justice Holdridge; Justice Wright
JURISDICTION	Illinois
DECIDED	June 5, 2020
DOCKET	3-18-0336
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from an order of the Circuit Court of Will County granting the Park District's section 2-615 motion to dismiss Romanek's counter-complaint and dismissing the case as moot.
STANDARD OF REVIEW	De novo review applies to a section 2-615 motion to dismiss and to issues of statutory construction.
PRECEDENTIAL VALUE	Published Illinois appellate opinion; precedential.
PARTIES	James D. Romanek v. Mokena Community Park District

TOPICS

[municipal law](#)[employment contracts](#)[statutory interpretation](#)[appellate procedure](#)[standard of review](#)

PRACTICE AREAS

[municipal law](#)[employment law](#)[contracts](#)[appellate procedure](#)

QUESTIONS PRESENTED

1. Whether the circuit court properly dismissed Romanek's breach-of-contract counterclaim under section 2-615 on the ground that the employment contract was ultra vires because it purported to bind future park district boards.
2. Whether section 8-1(i) of the Park District Code superseded the Millikin rule limiting the authority of governmental bodies to bind future boards.

HOLDINGS

1. The Millikin rule does not apply to the employment contract because section 8-1(i) of the Park District Code expressly authorizes park districts to make contracts exceeding one year but not exceeding three years for the employment of a park director. That enactment superseded the Millikin rule and authorized a park district board to potentially bind future boards to a park-director employment contract.
2. The circuit court erred in granting the Park District's section 2-615 motion to dismiss because its conclusion that the employment contract was ultra vires was legally erroneous.

KEY QUOTATIONS

“By enacting this provision, the legislature superseded the Millikin rule and granted park district boards the authority to potentially bind future park district boards to the employment of a park director.” (¶ 15)

“The judgment of the circuit court of Will County is reversed, and the cause is remanded for further proceedings.” (¶ 20)

FACTUAL BACKGROUND

The Park District employed James D. Romanek as park director under an agreement that provided for an initial three-year term and automatic renewal for additional three-year terms unless either party gave timely notice of termination. After the Park District gave Romanek written notice of non-renewal and terminated him without just cause, Romanek counterclaimed for two years of salary and benefits. The Park District argued that the automatic-renewal provision violated the Park District Code, the Open Meetings Act, and public policy, and that the agreement was void because the board lacked authority to bind future boards.

PROCEDURAL HISTORY

The Park District filed a declaratory judgment action concerning the enforceability of Romanek's employment contract. Romanek counterclaimed for breach of contract. The circuit court granted the Park District's section 2-615 motion, ruling that the contract was ultra vires because one park district board could not bind future boards, and dismissed the remaining issues as moot. Romanek appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The cause was remanded for further proceedings because the circuit court had not ruled on the Park District's other grounds for dismissal.

CASES CITED

- Marshall v. Burger King Corp., 222 Ill. 2d 422 (2006)
- Oswald v. Hamer, 2018 IL 122203
- Millikin v. County of Edgar, 142 Ill. 528 (1892)
- Cannizzo v. Berwyn Township 708 Community Mental Health Board, 318 Ill. App. 3d 478 (2000)
- Grassini v. Du Page Township, 279 Ill. App. 3d 614 (1996)
- Hostrop v. Board of Junior College District No. 515, 523 F.2d 569 (7th Cir. 1975)
- Breuder v. Board of Trustees of Community College District No. 502, 888 F.3d 266 (7th Cir. 2018)
- Falk v. Northern Trust Co., 327 Ill. App. 3d 101 (2001)
- Village of Oak Lawn v. Faber, 378 Ill. App. 3d 458 (2007)