

2026 IL App (1st) 261482-U
No. 1-26-1482
Order filed October 30, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23 and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT
FIFTH DIVISION

WAYNEMOND COTTON, as Commissioner, Harvey Park District, Plaintiff-Appellant,

v.

AARON Q. McCASKILL, Commissioner, AMARI L. McCASKILL, Commissioner, JOYCE V. BROWN, Commissioner, HARVEY PARK DISTRICT, & KISHA McCASKILL, Executive Director, Harvey Park District, & FLOYD Y. COLEMAN, Appointed Commissioner, Harvey Park District, Defendants-Appellees.

Appeal from the Circuit Court of Cook County.
Honorable Lynn Weaver Boyle, Judge, Presiding.
No. 2020 CH 08975

JUSTICE WILSON delivered the judgment of the court.
Justices C.A. Walker and Donnelly concurred in the judgment.

ORDER

- ¶ 1 *Held:* The circuit court erred in dismissing plaintiff's claim under section 2-619(a)(9) because defendants did not establish, as a matter of fact or law, that the conference-registration expense gave rise to an indebtedness owed by plaintiff to the District under section 2-11.
- ¶ 2 This appeal arises from the removal of plaintiff Waynemonnd Cotton from his elected position as a commissioner of the Harvey Park District (District). The District declared Cotton's office vacant on the ground that he was indebted to the District for a \$535 conference-registration

expense. Cotton disputed that he incurred the obligation or otherwise became indebted to the District and brought this action seeking declaratory and injunctive relief against the District, Aaron Q. McCaskill, Amari L. McCaskil, Joyce V. Brown, Kisha McCaskill, and Floyd Y. Coleman (collectively defendants). The circuit court dismissed his claim with prejudice pursuant to section 2-619(a)(9) of the Code of Civil Procedure (Code) (735 ILCS 5/2-619(a)(9) (West 2024)). Cotton appeals, principally arguing that disputed material facts concerning the alleged indebtedness precluded dismissal. For the reasons that follow, we reverse.

¶ 3

I. BACKGROUND

¶ 4

A. Conference Registration and Alleged Debt

¶ 5 On April 4, 2023, Cotton was elected to a four-year term as a commissioner of the District. Later that year, the National Recreation and Park Association (NRPA) held its annual conference in Dallas, Texas, from October 9 through October 13, 2023. The record reflects that the District registered its five-member Board of Commissioners, including Cotton, to attend the conference. An NRPA payment remittance identifies Kisha McCaskill (McCaskill), then the District's executive director, as the primary registrant for the group and identifies Cotton as a group registrant with a \$535 registration fee.

¶ 6

The NRPA's cancellation policy provided that "[a]ny registration refund and cancellation requests must be provided in writing by Friday, September 15, 2023," and that "[a]bsolutely NO refunds" would be issued after that date. According to McCaskill, Cotton did not inform the District that he would be unable to attend the conference until after the cancellation deadline. On October 4, 2023, McCaskill emailed the NRPA stating that the District had a cancellation for Cotton and asking how to obtain a refund. The NRPA responded the following day by reiterating its cancellation policy and confirming that the deadline for a refund had passed.

¶ 7 The District thereafter treated the unrecovered \$535 registration fee as an obligation owed by Cotton. In an affidavit later submitted in support of dismissal, McCaskill averred that Cotton had “registered to attend” the conference but “failed to cancel his registration on time to waive the fee, making him personally responsible for the cost.” She further averred that Cotton had been notified of the resulting indebtedness on several occasions and that she met with him on April 30, 2024, to discuss the amount. An email chain involving Cotton, McCaskill, and Coleman likewise reflects the District’s position that Cotton was responsible for reimbursing it for the registration fee because of the late cancellation. Defendants also submitted two invoices addressed to Cotton, dated November 1, 2023, and November 1, 2024, each charging him \$535 for the conference registration.

¶ 8 On May 8, 2025, the District’s attorneys notified Cotton that his office had been declared vacant pursuant to sections 2-11 and 2-25 of the Park District Code (70 ILCS 1205/2-11, 2-25 (West 2024)). The letter stated that Cotton had “registered to attend” the NRPA conference, that “due to the lateness of [his] cancellation,” the registration fee could not be waived, and that the District had notified him of his “responsibility for paying the registration fee” and provided an invoice documenting “the registration fee [he] owed the Park District.”

¶ 9 B. The Instant Proceedings

¶ 10 In September 2025, Cotton was one of two plaintiffs who initiated the instant action against defendants in the Chancery Division of the circuit court of Cook County. Relevant here, count I sought a declaration that Cotton’s removal from office was unlawful. Defendants moved to dismiss the complaint. Before ruling on that motion, however, the circuit court granted plaintiffs leave to amend. Cotton thereafter reasserted his claim in the operative first amended complaint.

¶ 11 In count I of the first amended complaint, Cotton alleged that defendants unlawfully declared his office vacant based on a purported debt arising from the NRPA conference registration. He alleged that the assertions in the District’s May 8 letter were “not based on any truth” and were “legally without any merit whatsoever,” that he was “not afforded any due process,” and that no *quo warranto* action had been requested or filed against him as required under section 18-101 *et seq.* of the Code (735 ILCS 5/18-101 *et seq.* (West 2024)). Cotton sought declarations that he remained a duly elected commissioner and that defendants’ actions were unlawful, along with injunctive relief requiring defendants to recognize him as a commissioner and permit him to exercise the rights and duties of that office.

¶ 12 Defendants subsequently filed a combined motion to dismiss pursuant to section 2-619.1 of the Code (*id.* § 2-619.1), asserting grounds for dismissal under sections 2-615 and 2-619(a)(9) (*id.* §§ 2-615, 2-619(a)(9)). As relevant here, defendants argued under section 2-619(a)(9) that Cotton’s indebtedness to the District rendered him ineligible to serve as a commissioner under section 2-11 of the Park District Code (70 ILCS 1205/2-11 (West 2024)) and authorized the Board to declare his office vacant under section 2-25 (*id.* § 2-25). In support, defendants submitted, among other materials, McCaskill’s affidavit, the May 8, 2025, letter, the two \$535 invoices, and correspondence concerning the District’s efforts to obtain payment.

¶ 13 In response, Cotton disputed defendants’ account of the alleged debt. He denied registering for the NRPA conference or owing any debt to the NRPA. He further argued that, even assuming an obligation to the NRPA existed, defendants had not established how that obligation constituted indebtedness owed to the District under section 2-11 (*id.* § 2-11). He maintained that these disputed matters precluded dismissal under section 2-619(a)(9) (735 ILCS 5/2-619(a)(9) (West 2024)). In support, Cotton submitted an affidavit averring that he had “never registered to be a member” of

the NRPA, had “never registered to attend any conference” with the NRPA, and did “not owe any debt to the NRPA.”

¶ 14 In reply, defendants clarified that they were not claiming Cotton owed a debt directly to the NRPA. Rather, they maintained that the District had paid Cotton’s registration fee on his behalf, was unable to obtain a refund because of his late cancellation, and thereafter sought reimbursement from him. According to defendants, Cotton’s failure to reimburse the District constituted indebtedness due to the District consistent with section 2-11 (70 ILCS 1205/2-11 (West 2024)).

¶ 15 Following the parties’ briefing, the circuit court granted defendants’ motion to dismiss Cotton’s claim with prejudice under section 2-619(a)(9) (735 ILCS 5/2-619(a)(9) (West 2024)). The written order stated that dismissal was granted “[f]or the reasons stated in open court” and deemed defendants’ section 2-615 (*id.* § 2-615) motion moot. No transcript or other report of those proceedings is included in the record on appeal.

¶ 16 Cotton moved to reconsider, arguing, among other things, that dismissal under section 2-619(a)(9) was improper because the parties’ competing evidentiary submissions presented material factual disputes concerning whether he had registered for the conference and whether he owed the District any money.

¶ 17 The circuit court denied Cotton’s motion to reconsider. The order left the prior dismissal orders in effect, terminated the case, and expressly found pursuant to Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016) that “there is no just reason for delaying either enforcement or appeal” of the order and the prior dismissal orders.

¶ 18 This appeal followed.

¶ 20 The question presented is whether the circuit court properly dismissed, under section 2-619(a)(9) of the Code (*id.* § 2-619(a)(9)), Cotton’s claim challenging the declaration that his elected office was vacant because he owed \$535 to the District. Defendants maintain that the District paid the NRPA conference registration fee on Cotton’s behalf, that he failed to cancel before the applicable deadline, and that his failure to reimburse the District rendered him ineligible to serve as a commissioner under section 2-11 of the Park District Code (70 ILCS 1205/2-11 (West 2024)). According to defendants, the District therefore properly declared Cotton’s office vacant under section 2-25 of the Park District Code (*id.* § 2-25). Cotton disputes that he registered for the conference or incurred any personal obligation to reimburse the District. He contends that, absent such an indebtedness, the District lacked authority to declare his office vacant.

¶ 21 Defendants filed a combined motion to dismiss under section 2-619.1 of the Code (735 ILCS 5/2-619.1 (West 2024)), which allows for combined motions to dismiss under sections 2-615 and 2-619 (*id.* §§ 2-615, 2-619). The circuit court dismissed count I under section 2-619(a)(9) and deemed the section 2-615 portion of the motion moot. Thus, only the section 2-619 dismissal is before us. We review that ruling *de novo*. *Van Meter v. Darien Park District*, 207 Ill. 2d 359, 368 (2003).

¶ 22 Section 2-619(a)(9) permits involuntary dismissal where “the claim asserted *** is barred by other affirmative matter avoiding the legal effect of or defeating the claim.” *Id.* “The phrase ‘affirmative matter’ encompasses any defense other than a negation of the essential allegations of the plaintiff’s cause of action.” *Kedzie & 103rd Currency Exchange, Inc. v. Hodge*, 156 Ill. 2d 112, 115 (1993). Thus, a defendant proceeding under section 2-619(a)(9) “otherwise admits the legal sufficiency of the plaintiff’s cause of action” but asserts an independent basis for dismissal, rather

than merely contradicting an essential allegation of the complaint. *Smith v. Waukegan Park District*, 231 Ill. 2d 111, 119-21 (2008).

¶ 23 When the affirmative matter does not appear on the face of the complaint, the defendant must support the motion with affidavits or other evidence. 735 ILCS 5/2-619(a) (West 2024). If the defendant presents “adequate affidavits supporting the asserted defense,” the burden shifts to the plaintiff to show that the defense is “unfounded or requires the resolution of an essential element of material fact before it is proven.” *Kedzie*, 156 Ill. 2d at 116. In reviewing the dismissal, we construe the pleadings and supporting materials in the light most favorable to the nonmoving party and determine whether a genuine issue of material fact precluded dismissal or, absent such an issue, whether dismissal was proper as a matter of law. *Id.* at 116–17; *Van Meter*, 207 Ill. 2d at 367-68.

¶ 24 Section 2-11 of the Park District Code provides, in relevant part, “[a] person is not eligible to serve as park commissioner if that person is in arrears in the payment of a tax or other indebtedness due to the park district[.]” 70 ILCS 1205/2-11 (West 2024). Section 2-25, in turn, permits a commissioner’s office to be declared vacant for specified reasons, including “any other reason specified by law.” 70 ILCS 1205/2-25(viii) (West 2024). Defendants rely on these provisions to justify Cotton’s removal from office. Their argument depends, however, on whether Cotton personally owed the District the \$535. If not, section 2-11 did not render him ineligible, and section 2-25 did not authorize a vacancy on that basis. We therefore begin with section 2-11.

¶ 25 Our primary objective in construing a statute is to ascertain and give effect to the legislature’s intent. *Cinkus v. Village of Stickney Municipal Officers Electoral Board*, 228 Ill. 2d 200, 216-17 (2008). The best indication of that intent is the language used in the statute itself, given its plain and ordinary meaning and considered in the context of the statute as a whole. *Id.*

¶ 26 In relevant part, section 2-11 of the Park District Code (70 ILCS 1205/2-11 (West 2024)) disqualifies a person from serving as commissioner if the person is “in arrears” on an “indebtedness due to the park district.” The statute does not define “arrears,” but our supreme court has explained that “[a]rrears or arrearages” are “some things overdue and unpaid, outstanding debts or liabilities.” *Burke v. Electoral Board of the Village of Bradley*, 2013 IL App (3d) 130141, ¶ 38 (quoting *Board of Education of Glen Ellyn Township High School District No. 87 v. Boger*, 291 Ill. 191, 199 (1919)).

¶ 27 Section 2-11 likewise does not define “indebtedness” or “due,” so we give those terms their plain and ordinary meanings and may consult a dictionary in doing so. *People v. Chapman*, 2012 IL 111896, ¶ 24. “Indebtedness” means “something (such as an amount of money) that is owed.” Merriam-Webster Online Dictionary, <https://www.merriam-webster.com/dictionary/indebtedness> (last visited Oct. 1, 2026). “Due,” as relevant here, means “owed or owing as a debt.” Merriam-Webster Online Dictionary, <https://www.merriam-webster.com/dictionary/due> (last visited Oct. 1, 2026). Taken together with “in arrears,” these terms require, for disqualification, an outstanding and unpaid debt or liability owed by the person to the District.

¶ 28 The dispositive question, therefore, is whether defendants established, for purposes of section 2-619(a)(9) (735 ILCS 2-619(a)(9) (West 2024)), that the District’s payment of the conference registration fee created such an obligation on Cotton’s part. We conclude that they did not. The District cannot establish an indebtedness within the plain meaning of section 2-11 (70 ILCS 1205/2-11 (West 2024)) merely by characterizing the registration fee it paid as an amount Cotton was required to reimburse.

¶ 29 Few decisions have construed section 2-11 (*id.* § 2-11). Decisions interpreting materially similar language in section 3.1-10-5(b) of the Illinois Municipal Code (65 ILCS 5/3.1-10-5(b))

(West 2024)), however, are instructive. That provision renders a person ineligible for elective municipal office when the person is “in arrears in the payment of a tax or other indebtedness due to the municipality[.]” *Id.* Read together, those decisions indicate that an “indebtedness due to” a governmental body has two components. First, there must be an outstanding, matured debt. Second, that debt must be owed by the individual personally to the governmental body. We address each in turn.

¶ 30 The first component concerns the existence of the debt. An obligation places a person “in arrears” when it is presently due and unpaid under some identifiable legal basis, not merely because the governmental body asserts that an amount is owed. In *Cinkus*, for instance, an objection to a candidate’s eligibility for village trustee was based on an unpaid \$100 judgment owed to the village. *Cinkus v. Village of Stickney Municipal Officers Electoral Board*, 228 Ill. 2d 200, 204-05 (2008). The judgment arose from an ordinance violation for which a hearing officer had found the candidate liable and imposed a fine. *Id.* at 204. When the fine remained unpaid, the village entered judgment against him. *Id.* Our supreme court held that the unpaid judgment constituted a debt in arrears when the candidate filed his nomination papers, rendering him ineligible for municipal office. *Id.* at 221-22. Notably, the court also described the obligations the statute reaches as including common items such as “unpaid parking tickets or village utility bills.” *Id.* at 208. Other Illinois decisions likewise look to the underlying legal basis for the asserted debt in determining whether an amount is in arrears. See, e.g., *Stinson v. Chicago Board of Election Commissioners*, 407 Ill. App. 3d 874, 875-77 (2011) (upholding disqualification based on unpaid traffic tickets); cf. *Burke*, 2013 IL App (3d) 130141, ¶¶ 38-42 (holding that sewer charges did not constitute arrears because, under the governing ordinances, payment was not due until billing and no bill had been rendered).

¶ 31 We do not read those decisions to necessarily require a judgment or other formal instrument before an indebtedness can exist. Rather, they establish that the asserted obligation must have matured into a presently due and enforceable debt resting on some identifiable legal basis, rather than on the governmental body's characterization alone. Here, defendants contend that Cotton became obligated to reimburse the District because it paid the registration fee and he failed to cancel before the NRPA's refund deadline. Yet defendants identify no agreement, contract, reimbursement policy, ordinance, statute, or other legal basis imposing such an obligation. Nor do they cite any authority showing that a demand for reimbursement, by itself, creates a debt. Accordingly, on the record before us, there is a genuine issue of material fact as to whether the defendants have established the existence of a debt.

¶ 32 The second component concerns to whom the debt is owed. The statutory language requires that the indebtedness be "due to" the governmental body invoking the statute. *Jackson v. Board of Election Commissioners of the City of Chicago*, 2012 IL 111928, illustrates the point. Before filing her nomination papers, the candidate obtained written confirmation from the City of Chicago that she owed it no outstanding debt. *Id.* ¶¶ 8-10. After she filed, an objector challenged her eligibility, asserting that improper homestead exemptions had caused her and her husband to underpay property taxes. *Id.* ¶¶ 10-13. Only after the objection was filed did the Cook County assessor notify them that the exemptions were improper, after which they relinquished the additional exemptions and paid the resulting amounts to the Cook County treasurer. *Id.* ¶¶ 13-15. The dispute nevertheless remained whether the candidate had been "in arrears" when she filed her nomination papers. *Id.* ¶ 12. Our supreme court held that the additional property taxes were not indebtedness "due to" the City because, under the governing statutory scheme, the obligation was owed and payable to the county tax-collection authorities, even though the City ultimately received a portion of the tax

revenue. *Id.* ¶¶ 49-52. *Jackson* thus distinguishes between a governmental body’s mere financial interest in an asserted obligation and its actual legal entitlement to payment of that obligation. Applied here, the District’s payment of the \$535 fee may give it a financial interest in recovering that amount; the relevant statutory inquiry, however, is whether the District had a legal right to collect it from Cotton. Defendants identify no authority in order to bridge this gap.

¶ 33 A related limitation concerns who owes the debt. A candidate is not responsible for the obligation of a separate person or entity merely because the candidate is affiliated with it. See, *e.g.*, *Burke*, 2013 IL App (3d) 130141, ¶¶ 29-31 (declining to attribute a limited liability company’s ordinance fines to a candidate who held an ownership interest in the company); *Watson v. Electoral Board of the Village of Bradley*, 2013 IL App (3d) 130142, ¶¶ 34-37 (declining to attribute a corporation’s unpaid licensing fees to a candidate where the governing ordinance did not impose personal liability on him). These decisions reflect the general principle that there needs to be some legal basis for imposing personal liability for an asserted indebtedness.

¶ 34 The need for a legal basis for personal liability bears directly on the District’s reimbursement theory. Although the District’s evidence may establish that it paid the \$535 conference fee on Cotton’s behalf, that payment alone does not establish that Cotton incurred a corresponding legal obligation to reimburse the District. The relevant question under section 2-11 of the Park District Code (70 ILCS 1205/2-11 (West 2024)) is whether the \$535 constituted an indebtedness “due to” the District from Cotton. The District identifies no legal basis by which its payment to NRPA, followed by a demand for reimbursement, created such an indebtedness. Those facts establish only that the District bore the expense and sought repayment, not that Cotton was personally liable for it.

¶ 35 Defendants sought to supply that legal basis principally through the affidavit of McCaskill, who averred that Cotton’s failure to timely cancel his conference registration made him “personally responsible for the cost.” That statement is the only evidence defendants identify as establishing why the nonrefundable registration fee became Cotton’s personal obligation. McCaskill, however, identifies no agreement, policy, statute, or other basis imposing such liability on Cotton. Her statement therefore assumes the proposition defendants were required to establish—that Cotton was personally obligated to reimburse the District. Illinois Supreme Court Rule 191(a) (eff. Jan. 4, 2023) requires affidavits supporting a section 2-619 motion to set forth “facts admissible in evidence,” rather than conclusions. McCaskill’s assertion of personal responsibility thus cannot, by itself, establish the obligation on which defendants’ section 2-619 defense depends. That is particularly so where Cotton submitted a sworn affidavit denying that he was personally responsible for the fee, asserting that he neither registered for the conference nor authorized anyone to register him. The resulting factual dispute cannot be resolved against Cotton on a section 2-619 motion. See *Dinerstein v. Evanston Athletic Clubs, Inc.*, 2016 IL App (1st) 153388, ¶ 33 (“In deciding the merits of a section 2–619 motion, a trial court cannot determine disputed factual issues solely upon affidavits and counteraffidavits. If the affidavits present disputed facts, the parties must be afforded the opportunity to have an evidentiary hearing.” (Internal quotation marks omitted.)).

¶ 36 The remaining evidence, including the McCaskill affidavit, does not resolve this problem. Specifically, defendants rely on the NRPA payment record. But that record lists McCaskill, not Cotton, as the primary registrant, and it lists Cotton only as a group registrant. It does not show that Cotton registered for the conference or took on any obligation to NRPA. The record instead indicates that McCaskill arranged the registration on the District’s behalf, the District paid NRPA, and the District then demanded that Cotton reimburse it. As explained above, that demand does

not, by itself, create a legally enforceable obligation to repay. Defendants also rely on NRPA's refund policy, but that policy does not resolve the issue either. It governs whether the registration fee was refundable, not whether Cotton or the District was legally responsible for the nonrefundable fee.

¶ 37 The District's evidence of its subsequent collection efforts likewise falls short. The District issued Cotton invoices for \$535 and notified him that the amount remained unpaid. But defendants identify no authority establishing that issuing an invoice or otherwise demanding reimbursement, standing alone, creates a duty to pay. See *Toth v. Mansell*, 207 Ill. App. 3d 665, 670-71 (1990) (distinguishing invoices and account statements from the underlying agreement giving rise to the payment obligation). Defendants cannot defeat Cotton's claim under section 2-619(a)(9) by relying on invoices and demands for reimbursement that merely reflect their own disputed assertion that Cotton owed the District a debt. See *Smith*, 231 Ill. 2d at 120-22 (explaining that affirmative matter does not include evidence offered merely to contest an ultimate fact alleged in the complaint).

¶ 38 Accordingly, defendants did not establish as a matter of law that Cotton owed the District \$535. The record leaves unresolved the circumstances of the registration, whether Cotton authorized it, and the legal basis, if any, for requiring him to reimburse the District. At most, the evidence establishes a disputed claim for reimbursement, not an indebtedness established as a matter of law under section 2-11 (70 ILCS 1205/2-11 (West 2024)). Those disputes could not be resolved against Cotton on the affidavits and documents submitted with the motion. When an asserted affirmative matter depends on the resolution of a genuine issue of material fact, dismissal under section 2-619(a)(9) (735 ILCS 5/2-619(a)(9) (West 2024)) is improper. *Kedzie*, 156 Ill. 2d at 116-17.

¶ 39 Because defendants did not establish other affirmative matter at the pleading stage demonstrating that Cotton was “in arrears” on an “indebtedness due to the park district” under section 2-11 (70 ILCS 1205/2-11 (West 2024)), they likewise failed to establish a statutory basis for declaring his office vacant under section 2-25 (*id.* § 2-25). The circuit court therefore erred in dismissing count I under section 2-619(a)(9) (735 ILCS 5/2-619(a)(9) (West 2024)).

¶ 40

III. CONCLUSION

¶ 41 For the foregoing reasons, the judgment of the circuit court dismissing count I of Cotton’s first amended complaint is reversed, and the cause is remanded for further proceedings consistent with this order.

¶ 42 Reversed and remanded.