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2026 IL App (3d) 260016-U

Order filed October 22, 2026

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2026

COUNTY OF DU PAGE,	)	Appeal from the Circuit Court
	)	of the 18th Judicial Circuit,
Plaintiff,	)	Du Page County.
	)	
v.	)	
	)	
JEAN KACZMAREK, in her capacity as	)	
DU PAGE COUNTY CLERK,	)	
	)	Appeal No. 3-26-0016
Defendant and Third-Party Plaintiff-	)	Circuit No. 24-MR-547
Appellant,	)	
	)	
v.	)	
	)	
BILL WHITE, in his capacity as DU PAGE	)	
COUNTY AUDITOR; and the DU PAGE	)	
COUNTY BOARD, in its official capacity,	)	Honorable
	)	Bryan S. Chapman,
Third-Party Defendants-Appellees.	)	Judge, presiding.

PRESIDING JUSTICE HETTEL delivered the judgment of the court.
Justices Peterson and Bertani concurred in the judgment.

ORDER

¶ 1 *Held:* The circuit court did not err when it granted summary judgment in favor of the plaintiff county on a *mandamus* complaint. Additionally, regarding a third-party complaint filed by the defendant county official from the *mandamus* action, the

circuit court did not err when it granted summary judgment in favor of the county, granted a motion to strike filed by the county, and denied the county official's motion for partial summary judgment.

¶ 2 Plaintiff, the County of Du Page, filed a *mandamus* action against defendant, Du Page County Clerk Jean Kaczmarek (the Clerk), regarding the Clerk's alleged noncompliance with the County's system of accounts and financial records. The Clerk filed a third-party complaint against Du Page County Auditor Bill White and the Du Page County Board, seeking *mandamus*, injunctive, and declaratory relief, based on the County's alleged encroachment into the Clerk's statutory right to control the internal operations of her office. After the parties filed summary judgment motions, the circuit court granted summary judgment on the *mandamus* complaint in favor of the County and on the third-party complaint in favor of the third-party defendants. On appeal, the Clerk argues that the circuit court erred when it (1) granted summary judgment in favor of the County on the *mandamus* complaint, (2) denied her motion for partial summary judgment on the third-party complaint, (3) granted summary judgment in favor of the third-party defendants on the third-party complaint and granted the County's motion to strike related to her motion for partial summary judgment, and (4) denied her motion for leave to amend her third-party complaint. We affirm.

¶ 3 I. BACKGROUND

¶ 4 On September 4, 2024, the Du Page County State's Attorney filed a *mandamus* complaint on his own behalf and on behalf of the State against the Clerk. The complaint, which was amended later to change the plaintiff to the County of Du Page, alleged that the Clerk had refused to comply with the County's system of accounts and financial records. More specifically, the complaint alleged, in part, that

“The Clerk refuses to comply with the County’s policies as she will not complete budget transfers when necessary; will not provide copies of contracts and/or service agreements pertinent to her payment requests; and will not advise the County Finance Department as to the nature of various transactions for the Finance Department to properly account for the transactions as required by the Governmental Accounting Standards Board rules. As a result, vendors have not been paid or are paid late.”

The *mandamus* complaint also alleged that

“Currently there are vendors’ invoices that cannot be paid because of insufficient funds in the line item or fund the Clerk coded for payment of these invoices. The County cannot simply transfer funds between line items for the Clerk without some direction from the Clerk as that would constitute interference with the Clerk’s internal control of the operations of her Office.”

Accordingly, the complaint concluded that “the County cannot verify the amounts due to vendors, pay the vendors, or maintain a system of accounting which provides transparency to the County’s taxpayers.”

¶ 5 Attached to the *mandamus* complaint was the affidavit of Jeffrey Martynowicz, the chief financial officer for the County. In his affidavit, Martynowicz averred, *inter alia*, “[a]n Elected Official directs the line item from which an invoice should be paid. If an Elected Official does not have sufficient funds in a particular line item, the Elected Official must complete a budget transfer to direct the source of funds.” Martynowicz further stated that the “budget transfers take approximately five minutes for an Elected Official to complete and send to Finance and do not require County Board approval unless the transfer affects personnel or capital.”

¶ 6 Also attached to the *mandamus* complaint was a breakdown of the County’s fiscal year 2024 departmental appropriations, which listed three categories for both “County Clerk” and “County Clerk – Elections”: “Personnel,” “Commodities,” and “Contractual.”

¶ 7 During the pendency of the *mandamus* complaint, on October 9, 2024, the Clerk filed a third-party complaint that included the Du Page County Auditor, Bill White; and the Du Page County Board as third-party defendants. The Clerk argued in her complaint that the County Board was required by law to provide lump-sum appropriations for equipment, materials, and services, and that it had no authority to reject invoices she submitted if those invoices were within the lump-sum appropriations for equipment, materials, and services. In essence, the Clerk alleged that the County Board was exercising unlawful control over the internal operations of her office when it refused to pay invoices she submitted which, she stated, had never exceeded the appropriations made to her office. The third-party complaint sought three forms of relief: first, it requested a writ of *mandamus* requiring the County Board to pay all outstanding invoices the Clerk had submitted for payment. Second, it requested injunctive relief preventing the County Board and Auditor from refusing to pay invoices submitted by the Clerk “as long as those invoices can be paid within the lump sum appropriations for the Clerk, limited only by categories of equipment, materials, and services.” Third, it requested a declaratory judgment clarifying that (1) the County Board’s authority over her office was limited to appropriating lump sums for equipment, materials, and services, (2) the County Board was required to pay invoices she submitted “without regard to line item transfers if the invoices are within the lump sum appropriations for equipment, materials, and services,” (3) the Auditor lacked the authority to reject or recommend rejection of invoices the Clerk submitted for payment that were within the lump sum appropriations for equipment,

materials, and services, and (4) the Clerk did not violate the Counties Code by submitting invoices that were within the lump sum appropriations for equipment, materials, and services.

¶ 8 In mid-October 2024, and then again in November 2024 and February 2025, the circuit court entered orders in which the parties agreed that certain invoices from the Clerk’s office would be paid, and any necessary line-item transfers would be made to facilitate those payments, without prejudicing either party’s arguments or positions in the case or any future case between them or others.

¶ 9 In her role of overseeing elections in Du Page County, the Clerk retained the services of two companies, Prager Moving & Storage Co. and Governmental Business Systems (GBS), for assistance with the April 2025 Consolidated Election. The Clerk submitted invoices to the County for Prager in April 2025 and GBS in May 2025. Both invoices exceeded \$100,000. The County refused to pay the invoices.

¶ 10 On June 11, 2025, the County filed a motion for summary judgment on its *mandamus* complaint, alleging that the law compelled a finding that the Clerk must comply with “the requirements imposed by the County’s system of accounts and financial records, namely completing budget transfers, providing contracts/service agreements or other relevant documentation in order that the Clerk’s vendors may be paid and to prevent the County from violating the Local Government Prompt Payment Act.”

¶ 11 On July 16, 2025, the Clerk filed a motion for partial summary judgment on her third-party complaint. The Clerk first argued that the County’s use of “personnel, commodities, and contractual” as the three categories of appropriation for her office violated the Counties Code, which required lump-sum appropriations for “equipment, materials, and services.” Second, the Clerk argued that “[t]he County has no statutory right or authority to refuse to pay invoices based

on their second-guessing of the Clerk’s discretionary determination [of whether to seek competitive bidding for expenditures].” Accordingly, she alleged she was entitled to the following rulings:

“1) the County shall only appropriate aggregate or lump sums in the three (3) categories of: equipment, materials, and services; 2) the Clerk has sole discretion to determine whether a purchase is competitively bid; and 3) the County cannot withhold payment for services actually rendered when there are available funds and the services performed were necessary.”

¶ 12 On August 25, 2025, the circuit court held a hearing on the County’s motion for summary judgment on the *mandamus* complaint. After hearing arguments, the court stated that the Clerk’s reliance on section 3-2003.2 of the Counties Code (55 ILCS 5/3-2003.2 (West 2024)) was misplaced because its reference to “equipment, materials, and services” referred to decision-making, not budgets or appropriations. The court also concluded that section 6-1003 of the County Code (*id.* § 6-1003) permitted the County to require transfers between categories other than just “equipment, materials, and services,” as that section contemplated categories for personnel and capital, evidenced in part by legislative history in which a State Representative discussed appropriation subcategories, including personnel, capital, commodities, and contract in the context of an amendment to section 6-1003. Further, the court ruled that the County’s requirement for elected officials to complete line-item transfers was lawful and did not interfere with the Clerk’s statutory right to control the internal operations of her office. Lastly, the court noted that the Auditor had the statutory authority to request documents to discharge his statutory duties, which included recommending to the County Board the payment or rejection of claims presented to him

by other County offices. For these reasons, the court granted the County’s motion for summary judgment on the *mandamus* complaint.

¶ 13 On September 2, 2025, the third-party defendants filed a cross-motion for summary judgment on the Clerk’s third-party complaint. The motion alleged, *inter alia*, that the circuit court’s summary judgment ruling on the *mandamus* complaint foreclosed the writ sought by the Clerk on count I of the third-party complaint. More specifically, the third-party defendants argued that because it had the right to require the Clerk to complete budget transfers, the County could not be required to simply pay all invoices the Clerk submitted.

¶ 14 Also in September 2025, the Clerk filed a motion for leave to file an amended third-party complaint, which added that the Auditor sent her letters on April 11, May 3, and August 21, 2024, stating that he would not recommend certain invoices for payment because the Clerk did not publicly bid out the contracts. The proposed amended third-party complaint also added to the writ-of-*mandamus* count that “[certain] invoices have been rejected by the County Board for reasons including but not limited to the Clerk’s discretionary decisions to contract with Prager and GBS without publicly bidding these contracts because the Clerk determined that they were contracts for professional services.” However, the Clerk withdrew that motion in October 2025, electing instead to stand on her original third-party complaint.

¶ 15 While the Clerk’s motion for partial summary judgment was still pending, the County paid the Prager and GBS bills.

¶ 16 On December 10, 2025, the circuit court held a hearing on the Clerk’s motion for partial summary judgment on the third-party complaint and the third-party defendant’s motions to strike and for summary judgment on the third-party complaint. After hearing arguments, the court first granted the third-party defendants’ motion to strike regarding the Clerk’s arguments on the

competitive bidding process and procurement, ruling that the arguments made and relief sought by the Clerk related to the Prager and GBS contracts were outside the scope of the third-party complaint, which was silent regarding competitive bidding. The court also concluded, in the alternative, that any issue with competitive bidding in relation to the Prager and GBS invoices had been rendered moot because the County paid those invoices. The court further found that no exceptions to the mootness doctrine applied because it was not clear that the issue would recur, the County acknowledged that it lacked standing to challenge the competitive bidding process, there was no split of authority or pendency of the issue in the state court system, and the facts would be different in the future if the issue did recur. In addition, regarding the third-party complaint, the court denied the Clerk's motion for partial summary judgment and granted the third-party defendant's motion for summary judgment.

¶ 17 After the court ruled, the Clerk requested leave to amend her third-party complaint. The court denied leave to amend, citing the reasons it gave regarding mootness.

¶ 18 The Clerk appealed.

¶ 19 II. ANALYSIS

¶ 20 The Clerk's first argument on appeal is that the circuit court erred when it granted summary judgment in the County's favor on the *mandamus* complaint. The Clerk asserts that the County was appropriating funds in violation of the Counties Code. She also claims that the County failed to establish that she violated the Counties Code.

¶ 21 Summary judgment is appropriate when "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." 735 ILCS 5/2-1005(c) (West 2024). The instant case involves statutory construction. Issues of statutory construction

present questions of law that are appropriate for resolution through summary judgment. *Oswald v. Hamer*, 2018 IL 122203, ¶ 9. We review questions of statutory construction and rulings on summary judgment *de novo*. *Id.*

¶ 22 “*Mandamus* is an extraordinary remedy appropriate to enforce as a matter of public right the performance of official duties by a public officer where no exercise of discretion on his part is involved.” *Madden v. Cronson*, 114 Ill. 2d 504, 514 (1986); see also *People ex rel. Berlin v. Bakalis*, 2018 IL 122435, ¶ 16 (holding that “*mandamus* compels a public official to perform a purely ministerial duty that does not involve an exercise of discretion”). “*Mandamus* relief will not be granted unless the petitioner shows a clear right to the requested relief, a clear duty of the public officer to act, and clear authority of the public officer to comply with the order.” *People ex rel. Birkett v. Konetski*, 233 Ill. 2d 185, 193 (2009).

¶ 23 The Counties Code grants county boards the power to “manage the county funds and county business, except as otherwise specifically provided.” 55 ILCS 5/5-1016 (West 2024). The county board also has the power to “examine and settle all accounts against the county, and all accounts concerning the receipts and expenditures of the county.” *Id.* § 5-1019. Further, section 5-1005(16) of the Counties Code provides that a county has the authority “[t]o install an adequate system of accounts and financial records in the offices and divisions of the county, suitable to the needs of the office and in accordance with generally accepted principles of accounting for governmental bodies, which system may include such reports as the county board shall determine.” *Id.* § 5-1005(16). Additionally, in relevant part, section 5-1087 of the Counties Code grants county boards the authority to impose additional duties upon county officers. *Id.* § 5-1087.

¶ 24 County boards are also required to adopt annual budgets (*id.* § 6-1001), which includes adopting appropriation ordinances (*id.* § 6-1002(e)). Annual budgets and appropriation ordinances

are required to include itemizations. See, *e.g.*, *id.* § 6-1002(d) (requiring detailed statements of expenses), (e) (requiring “[a] schedule of proposed appropriations itemized as provided for proposed expenditures included in the schedule prepared in accordance with the provisions of paragraph (d)”); see also *People ex rel. Brenza v. Gilbert*, 409 Ill. 29, 39 (1951) (holding that “[i]t has been held in a number of cases that the requirement to itemize appropriations is mandatory”).

¶ 25 Itemization plays an important role in governmental transparency. It allows taxpayers to see exactly how tax dollars are being spent. *Id.* It also helps “to prevent expenditures for a different purpose than the one designated by appropriation.” *People ex rel. Gill v. Schweitzer*, 366 Ill. 568, 576 (1937). Itemization need not break down every possible expense, however. *People ex rel. Sweet v. Central Illinois Public Service Co.*, 48 Ill. 2d 145, 149 (1971). In *Sweet*, our supreme court stated:

“In *People ex rel. Schlaeger v. Reilly Tar & Chemical Corp.*, 389 Ill. 434, 437, 438, we held that the taxpayer has a right to have stated separately the purposes for which public money is appropriated, and that a levy which is not sufficiently definite to inform him of the purpose for which tax money is to be spent is invalid. However, the corollary of this rule, equally well settled, is that the specification of each particular item of expense for which a levy is made is not required. A single general purpose is sufficient to include every appropriate expenditure required, although there be many items. (Also see: *People ex rel. Lindheimer v. Hamilton*, 373 Ill. 124, 130, 131; *People ex rel. Schaefer v. New York, Chicago and St. Louis Railroad Co.*, 353 Ill. 518, 520, 521.) This is especially true where it is difficult to determine, in advance, the exact amount of the various items. Itemization requirements must be accorded a common-sense construction. *People ex rel. Toman v. Estate of Otis*, 376 Ill. 112, 117.” *Id.* at 148-49.

¶ 26 Significantly, the county board’s authority to manage county funds and county business is limited by certain grants of authority to specific county officers. See 55 ILCS 5/5-1016 (West 2024) (stating that the county board has authority over county funds and county business “except as otherwise specifically provided”). One of the county officers that possesses the right to control the daily functions of his or her office is the county clerk. Section 3-2003.2 of the Counties Code provides that “[t]he county clerk shall have the right to control the internal operations of the clerk’s office and to procure necessary equipment, materials and services to perform the duties of the clerk’s office.” 55 ILCS 5/3-2003.2 (West 2024).

¶ 27 The Clerk contends that section 3-2003.2’s reference to “equipment, materials and services” means that the County Board’s appropriations for her office must be made in lump sums for only those three categories. Accordingly, the Clerk contends that the County’s use of “Personnel,” “Commodities,” and “Contractual” as categories for appropriations is violative of section 3-2003.2.

¶ 28 The Clerk’s argument fails to recognize the difference between procurement and appropriation. Section 3-2003.2 refers to a county clerk’s right to *procure* necessary equipment, materials and services[.]” *Id.* “Procurement” means “[t]he act of getting or obtaining something or of bringing something about.” Black’s Law Dictionary (12th ed. 2024). “Appropriation” means “[a] legislative body’s or business’s act of setting aside a sum of money for a specific purpose.” *Id.* Quite simply, the plain language of section 3-2003.2 does not mandate that the county board appropriate funds for a county clerk’s office in categories of “equipment, materials and services.” Moreover, as stated above, itemization is not just an important part of the budgetary and appropriations processes for county boards, it is mandated by statute (see, *e.g.*, 55 ILCS 5/6-

1002(d) (West 2024)). While a county board may, out of convenience, use “equipment, materials and services” as some of the itemization categories, it is not required to do so.

¶ 29 Notably, both parties have cited to several attorney general opinions in support of their arguments. “While Attorney General opinions are not binding on the courts, a well-reasoned opinion of the Attorney General is entitled to considerable weight, especially in a matter of first impression in Illinois. *Burris v. White*, 232 Ill. 2d 1, 8 (2009). The opinions cited by the parties are generally consistent in their interpretation of the Counties Code that “[t]he county board’s budgetary authority is limited to the appropriation of aggregate or lump-sum dollar amounts for the items delineated in such [internal control] statutes, namely, necessary equipment, material and services.” 1984 Ill. Att’y Gen. Op. No. 84-003, at 10; see also 1996 Ill. Att’y Gen. Op. No. 96-021, at 7. The opinions also have consistently stated that “the county board has no power to restrict the county officer in the use of the budgeted amounts within a general classification, provided, of course, that any expenditure is within the amount of the appropriation.” 1984 Ill. Att’y Gen. Op. No. 84-003, at 10. Contrary to the Clerk’s belief, these attorney general opinions are not inconsistent with our holding that the County’s use of “Personnel,” “Commodities,” and “Contractual” as appropriations categories does not violate the Counties Code. Nor can the opinions be read to suggest that line-item transfers are inherently violative of the Counties Code, as they are a vital part of the County exercising its budgetary power while ensuring that funds are not misappropriated and that appropriation limits are not exceeded. Appropriations transfers are specifically contemplated by the Counties Code (see, *e.g.*, 55 ILCS 5/6-1003 (West 2024) (stating that “personnel” and “capital” are two categories that require transfers of appropriations to be agreed upon by a two-thirds vote of the county board, whereas other transfers of appropriations do not require a vote of the county board) and the validity of their use is acknowledged by the

aforementioned attorney general opinions (see, *e.g.*, 1984 Ill. Att’y Gen. Op. No. 84-003, at 11-12 (discussing the *duty* that local governments have to itemize their budgets and acknowledging that budgets and appropriations ordinances do not need to “itemize and detail every specific purpose”).

¶ 30 In sum, the Clerk’s objections to the County’s *mandamus* complaint are not well-founded. Under the circumstances of this case, we hold that the circuit court did not err when it granted summary judgment in favor of the County on the *mandamus* complaint.

¶ 31 The Clerk’s second argument on appeal is that the circuit court erred when it denied her motion for partial summary judgment on her third-party complaint. The Clerk repeats her argument that the County’s appropriations violate the Counties Code, and she also adds an allegation that the County is infringing upon her control over her office by declining to pay invoices for services that had not been competitively bid out. She asserts that, by statute, whether a service must be competitively bid out is a matter within her discretion that the County lacks standing to challenge.

¶ 32 Again, we review questions of statutory construction and rulings on summary judgment *de novo*. *Oswald*, 2018 IL 122203, ¶ 9. We have already rejected the Clerk’s argument regarding whether the County’s appropriations violated the Counties Code. *Supra* ¶¶ 22-27. We reject that argument again here. Next, regarding the Clerk’s competitive-bidding argument, we note this argument is based on section 5-1022(a) of the Counties Code (55 ILCS 5/5-1022(a) (West 2024)). In relevant part, that section requires certain “services, materials, or supplies in excess of \$30,000, other than professional services,” to be competitively bid out. *Id.* The fatal flaw in the Clerk’s argument regarding competitive bidding, however, is her third-party complaint is silent¹ on competitive bidding.

¹ The Clerk asserts in her brief that “[a]s [she] repeatedly asserted in her Third-Party Complaint, the County’s refusal to pay the invoices on the sole basis that the contracts were not bid is a violation of the Counties Code and the Local Government Prompt Payment Act.” The Clerk then cited to the pages

¶ 33 “A plaintiff fixes the issues in controversy and the theories upon which recovery is sought by the allegations in his complaint.” *Pagano v. Occidental Chemical Corp.*, 257 Ill. App. 3d 905, 911 (1994). The pleadings frame the issues for the circuit court when a summary judgment motion is considered. *Id.* If the plaintiff wants to proceed on new claims or theories, it must seek to amend its complaint. *Id.* When the plaintiff fails to avail himself or herself of the procedures available for adding new claims or theories, “the plaintiff will not be heard to complain that summary judgment was inappropriately granted because of the existence of evidence supporting a theory of recovery that he never pled in his complaint.” *Id.* Here, because the Clerk never pled her competitive bidding theory and withdrew her attempt to amend the third-party complaint, we will not consider the merits of her competitive-bidding argument on appeal. See *id.*

¶ 34 Lastly, we note that in this section of her brief, the Clerk argues extensively regarding the Prager and GBS invoices. However, the Prager and GBS bills were paid by the County before the hearing was held on the Clerk’s third-party complaint. The Clerk has not addressed mootness in her appellant’s brief. Illinois Supreme Court Rule 341(h)(7) states that “[p]oints not argued [in the appellant’s brief] are forfeited and shall not be raised in the reply brief, in oral argument, or on petition for rehearing.” Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). Her attempt to address mootness for the first time in her reply brief is insufficient to avoid her procedural default of any argument related to the Prager and GBS invoices. See *id.* Accordingly, we decline to address any argument made by the Clerk regarding the Prager and GBS invoices on appeal.

¶ 35 The Clerk’s third argument on appeal is that the circuit court erred when it granted the third-party defendants’ motion to strike. Essentially, the Clerk argues that the third-party

containing the three counts in her third-party complaint. A review of the record shows, however, that the Clerk made no reference whatsoever to competitive bidding in those pages.

defendant's motion misstated the scope of the third-party complaint. The Clerk also adds an allegation that the court's review of the record was incomplete.

¶ 36 Illinois Supreme Court Rule 341(h)(7) mandates that arguments within an appellant's brief "contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on." Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). Here, the Clerk has not supported her argument on this issue with citations to any authority. Moreover, the Clerk does not attempt to develop her allegation that the circuit court's review of the record was incomplete. Rule 341(h)(7) further provides that "[p]oints not argued are forfeited and shall not be raised in the reply brief, in oral argument, or on petition for rehearing." *Id.* Under these circumstances, we hold that the Clerk has procedurally defaulted her third argument. See *Lewis v. Heartland Food Corp.*, 2014 IL App (1st) 123303, ¶ 5 (holding that "[a]rguments that are not supported by citations to authority fail to meet the requirements of Supreme Court Rule 341(h)(7) and are procedurally defaulted"). Accordingly, we decline to address the merits of the Clerk's third argument.

¶ 37 The Clerk's fourth argument on appeal is that the circuit court erred when it denied her oral motion for leave to amend her third-party complaint.

¶ 38 The decision of whether to grant a party leave to file an amended complaint is a matter within the circuit court's discretion, and we will not disturb that decision absent an abuse of discretion. *Village of Wadsworth v. Kerton*, 311 Ill. App. 3d 829, 842 (2000). To determine whether a circuit court has abused its discretion in denying leave to amend a complaint, a reviewing court looks to four factors: "(1) whether the proposed amendment would cure the defective pleading; (2) whether other parties would sustain prejudice or surprise by virtue of the proposed amendment; (3) whether the proposed amendment is timely; and (4) whether previous

opportunities to amend the pleading could be identified.” *Loyola Academy v. S & S Roof Maintenance, Inc.*, 146 Ill. 2d 263, 273 (1992).

¶ 39 The Clerk does not develop any argument regarding the four *Loyola* factors and therefore could be held to a procedural default of her argument. See *Lewis*, 2014 IL App (1st) 123303, ¶ 5. However, what is also problematic for the Clerk is that her oral motion for leave to amend did not include any proposed pleading. Thus, even if she had developed her argument, we are unable to conduct a proper analysis of whether the circuit court abused its discretion in denying leave to amend. See, e.g., *Loftus v. Mingo*, 158 Ill. App. 3d 733, 746 (1987) (holding that “[t]here is no presumption that a proposed amendment will be a proper one and it is not error to refuse to allow an amendment that has not been presented when there are no means of determining whether or not it will be proper and sufficient”). Under these circumstances, we reject the Clerk’s fourth argument.

¶ 40 For the foregoing reasons, we hold that the circuit court did not err when it (1) granted summary judgment in favor of the County on the mandamus complaint, (2) granted the County’s motion to strike, (3) granted summary judgment in favor of the County on the third-party complaint, and (4) denied the Clerk’s motion for partial summary judgment on the third-party complaint.

¶ 41 III. CONCLUSION

¶ 42 The judgment of the circuit court of Du Page County is affirmed.

¶ 43 Affirmed.