



District board of trustees, the plaintiff was reappointed as the general manager of the Water District.

The plaintiff's "General Manager Employment Contract," scheduled to expire on April 14, 2013, provided as follows:

"In accordance with 70 ILCS 3705/7, the Manager shall devote his time exclusively to the affairs of the district, and shall have the power to employ, discharge[,] and fix the compensation of all employees of the District, unless such employment action is statutorily reserved for the District. The Manager shall perform those duties specified in the General Manager Job Description, attached hereto and incorporated herein as Exhibit A. The parties agree that the attached Job Description may be modified only by mutual agreement."

The "General Manager Job Description" provided that the general manager's duties include, *inter alia*, reviewing the work product of others to ensure compliance with procedures and regulations, supervising and evaluating the work of subordinate personnel, investigating customers' complaints, and resolving procedural, operational, and departmental problems.

On April 14, 2010, the board of trustees for the Water District passed Resolution 76, entitled:

"A RESOLUTION OF THE BOARD OF TRUSTEES OF THE \*\*\* WATER DISTRICT, ST. CLAIR COUNTY, STATE OF ILLINOIS, REQUIRING, DIRECTING AND ORDERING ALL PERSONS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, SUPERVISORS, SUPERINTENDENTS, MANAGERS OR OTHER REPRESENTATIVES OF THE DISTRICT FROM CONTACTING, CORRESPONDING OR ACCEPTING OR MAKING ANY COMMUNICATION OF ANY NATURE WITH THE GENERAL MANAGER DURING OFFICE HOURS OR WHILE WORKING FOR THE \*\*\* WATER DISTRICT."

Commonfields of Cahokia Public Water District, Resolution No. 76 (approved Apr. 14, 2010).

The resolution provided as follows:

"Section 1: All persons, officers, officials, agents, employees, supervisors, superintendents, managers[,] or other representatives of the District are strictly prohibited from contacting, corresponding[,] or accepting or making communications of any nature of the General Manager during office hours or while working for the \*\*\* Water District.

Section 2: That any person, officer, official, agent, employee, supervisor, superintendent, manager[,] or other representative of the District who shall fail or refuse to comply with the implementation of the terms and provisions of this Resolution shall be subject to disciplinary action, including the termination of employment, discharge from service with the District, or a finding that any said person is in breach of his/her contract (if applicable), that said contract can be declared void (if applicable) and, as a result thereof, said person may be released and terminated from any further service with or to the District." Commonfields of Cahokia Public Water District, Resolution No. 76 (approved Apr. 14, 2010).

On April 14, 2010, the Board also enacted Ordinance One entitled "AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE \*\*\* WATER DISTRICT, ST. CLAIR COUNTY, STATE OF ILLINOIS, ESTABLISHING A REVISED \*\*\* WATER DISTRICT OFFICE POLICY." Commonfields of Cahokia Public Water District, Ordinance No. 1 (approved Apr. 14, 2010). Pursuant to the terms of Ordinance One, the duties of the general manager were deleted and redefined in an amended office policy for the general manager of the Water District. Commonfields of Cahokia Public Water District, Ordinance No. 1, §4 (approved Apr. 14, 2010). Any person failing to comply with the terms of these changes was

subject to termination. Commonfields of Cahokia Public Water District, Ordinance No. 1, §4 (approved Apr. 14, 2010).

This ordinance provided as follows:

"The General Manager is to relinquish any and all keys in his possession to properties, locks[,] or other items (excluding the General Manager's motor vehicle) to the Office of the Secretary of the Board of Trustees of the \*\*\* Water District immediately. The General Manager is further barred from any premises or equipment (other than the motor vehicle provided for in the General Manager's employment contract) of the \*\*\* Water District. The General Manager is further prohibited from taking any action whatsoever in excess of those limited powers provided to him in the Public Water District Act, 70 ILCS 3705/0.01, *et seq.* The General Manager shall not have any contact of any nature whatsoever with the Board of Trustees or any other employee of the \*\*\* Water District pertaining to any matters relating to the \*\*\* Water District's business. Further, the General Manager shall have absolutely no power or control over any person employed by, officer of[,] or property owned, maintained, or controlled by the \*\*\* Water District other than as specifically provided in the General Manager's contract for employment. Nothing contained herein shall prohibit the General Manager from attending any open meeting of the Board of Trustees of the \*\*\* Water District as any other member of the public would be allowed." Commonfields of Cahokia Public Water District, Ordinance No. 1 (approved Apr. 14, 2010).

Pursuant to Resolution 76 and Ordinance One, the board of trustees barred the plaintiff from the Water District's premises and barred the Water District's employees from communicating with the plaintiff. Ordinance One and Resolution 76 were enacted by four of the seven trustees, namely, Carolyn Touchette, Erma Millard, Charles Rattler, and Marilyn

Stringfellow.

On May 13, 2010, the plaintiff filed a complaint seeking injunctive and declaratory relief. The plaintiff requested a preliminary injunction and a permanent injunction, enjoining the defendants from complying with the provisions of Resolution 76 and Ordinance One, and a declaratory judgment declaring Resolution 76 and Ordinance One to be unconstitutional, illegal, invalid, and unenforceable.

On August 4, 2010, at the hearing on the plaintiff's request for a preliminary injunction, the plaintiff testified that, as a general manager, he was licensed in chemical treatment as required by the State of Illinois. The plaintiff testified that his duties revolved around the daily operation of the Water District and included completing mandated forms and presenting them monthly to the Environmental Protection Agency (EPA), along with managing revenue, financial statements, personnel, budgetary issues, and water projects and improvements. The plaintiff testified that he supervised 10 employees, overseeing their work and assigning them tasks. The plaintiff testified that when he was allowed to operate as the general manager, the Water District's financial condition was sound, with historical amounts of revenue in the accounts. The plaintiff testified that the investment accounts included \$1.1 million.

The plaintiff testified that as the general manager he developed plans regarding lift station rehabilitations or replacements, water main replacements and improvements, and water tower and pump booster station replacements and upgrades. Because he was prohibited from communicating with employees or entering the property, he was unaware whether these improvements were continuing to be implemented.

The plaintiff testified that as a result of the defendant's resolution and ordinance and his corresponding absence from work, the Water District employees were confused without his guidance and his reputation had been damaged. The plaintiff testified that he was unable

to perform his duties as general manager when, pursuant to the defendant's ordinance and resolution, the officials, officers, official agents, employees, supervisors, superintendent, and managers were prohibited from communicating with him and he was prohibited from entering the property.

On August 4, 2010, the circuit court granted the plaintiff's request for a preliminary injunction and enjoined the defendants from enforcing Resolution 76 and Ordinance One and from interfering with the plaintiff in the performance of his duties under his employment contract. On September 2, 2010, the defendants filed their timely appeal.

#### ANALYSIS

On appeal, the defendants contend that the plaintiff failed to establish the necessary elements for a preliminary injunction.

A preliminary injunction preserves the status quo until the merits of the case are decided. *Citadel Investment Group, LLC v. Teza Technologies LLC*, 398 Ill. App. 3d 724, 733 (2010). To obtain a preliminary injunction, the moving party must show "(1) a clearly ascertained right in need of protection, (2) irreparable injury in the absence of an injunction, (3) no adequate remedy at law, and (4) a likelihood of success of the merits of the case." *Mohanty v. St. John Heart Clinic, S.C.*, 225 Ill. 2d 52, 62 (2006). "In balancing the equities, the court should also consider the effect of the injunction on the public." *Kalbfleisch v. Columbia Community Unit School District Unit No. 4*, 396 Ill. App. 3d 1105, 1119 (2009). "[T]he issuance of an injunction is proper to prevent public officials from taking actions that are outside the scope of their authority or unlawful." *Village of Westmont v. Lenihan*, 301 Ill. App. 3d 1050, 1060 (1998).

"It is not the purpose of a preliminary injunction to determine any controverted rights or to decide the merits of the case." *Village of Westmont*, 301 Ill. App. 3d at 1055. "Rather, a preliminary injunction is granted prior to trial on the merits for the purpose of preventing

a threatened wrong and to preserve the status quo with the least injury to the parties concerned." *Village of Westmont*, 301 Ill. App. 3d at 1055.

On appeal from an order granting or denying a preliminary injunction, " 'we examine only whether the party seeking the injunction has demonstrated a *prima facie* case that there is a fair question concerning the existence of the claimed rights.' " *Mohanty*, 225 Ill. 2d at 62 (quoting *People ex rel. Klaeren v. Village of Lisle*, 202 Ill. 2d 164, 177 (2002)). The party seeking a preliminary injunction must raise a fair question regarding each element required to obtain the injunction. See *Klaeren*, 202 Ill. 2d at 177. We review a trial court's order granting a preliminary injunction for an abuse of discretion. *Lifetec, Inc. v. Edwards*, 377 Ill. App. 3d 260, 268 (2007). "A trial court abuses its discretion only when its ruling is arbitrary, fanciful, or unreasonable, or when no reasonable person would adopt the court's view." *People ex rel. Madigan v. Petco Petroleum Corp.*, 363 Ill. App. 3d 613, 634 (2006).

The plaintiff was appointed the general manager pursuant to section 7 of the Public Water District Act (70 ILCS 3705/7 (West 2008)). Section 7 reads as follows:

"The board of trustees may appoint a general manager to serve a term of five years and until his successor is appointed, and his compensation shall be fixed by resolution of the board. Such general manager shall devote his time exclusively to the affairs of the district, and shall have power to employ, discharge[,] and fix the compensation of all employees of the district, except as in this Act otherwise provided, and he shall perform and exercise such other powers and duties as may be conferred upon him by the Board of Trustees.

Such general manager shall be chosen without regard to his political affiliation and upon the sole basis of his administrative and technical qualifications to manage the waterworks properties and affairs of the district, and he may be discharged only upon unanimous vote of the board of trustees. Such general manager need not be a

resident of the district at the time he is chosen." 70 ILCS 3705/7 (West 2008).

The defendants do not argue on appeal that the plaintiff failed to establish a substantial likelihood of success on the merits. The defendants argue that because the plaintiff had not been terminated and he continued to receive wages and benefits secured to him by his contract, the plaintiff failed to demonstrate any clearly ascertainable right in need of protection or irreparable injury.

To show a clear and ascertainable right in need of protection, the plaintiff must raise a fair question that he has a substantive interest recognized by statute or common law. *Delta Medical Systems v. Mid-America Medical Systems, Inc.*, 331 Ill. App. 3d 777, 789 (2002). Here, the plaintiff has sufficiently established that he has a certain and clearly ascertainable right to discharge his duties as the general manager. As noted above, the statutory provisions of the Public Water District Act, along with the plaintiff's employment contract, vest in the general manager the authority to employ and discharge his employees, which would require communicating with them, and to manage the waterworks properties and affairs of the district, which would require his presence on the property. See 70 ILCS 3705/7 (West 2008). We find that the plaintiff presented sufficient evidence of a clearly ascertained right in need of protection.

"An alleged injury is defined as irreparable when it is of such nature that the injured party cannot be adequately compensated therefor in damages or when damages cannot be measured by any certain pecuniary standard." *Cross Wood Products, Inc. v. Suter*, 97 Ill. App. 3d 282, 286 (1981). Prolonged interruptions in the continuity of business relationships can cause irreparable damages for which no compensation would be adequate. *Stenstrom Petroleum Services Group, Inc. v. Mesch*, 375 Ill. App. 3d 1077, 1096 (2007). "To show irreparable injury, the plaintiff is not required to show that the injury is beyond repair or compensation in damages, but need show only transgressions of a continuing nature."

*Stenstrom Petroleum Services Group, Inc.*, 375 Ill. App. 3d at 1096.

Pursuant to Ordinance One and Resolution 76, the defendants have worked to prevent the plaintiff from carrying out his statutory and contractual duties. The plaintiff testified that he was unaware whether Water District improvements were continuing to be implemented and that his absence caused confusion among the employees. Ordinance One and Resolution 76 prevented the plaintiff from performing his employment responsibilities, forcing him to breach his contract and face termination, jeopardized the Water District projects that the plaintiff was managing, and wasted public funds. The circuit court's injunction prevents irreparable injury to the plaintiff's reputation, to the Water District's function, and to the public funds. *Hoffman v. Wilkins*, 132 Ill. App. 2d 810, 818 (1971) (irreparable injury was found where a reputation was injured and an attempted dismissal caused uncertainty among the staff and potentially impaired the proper functioning of a laboratory). We conclude that the plaintiff presented sufficient evidence of irreparable harm.

The defendants further argue that the plaintiff has failed to establish the lack of an adequate remedy at law. "An adequate remedy at law is one which is clear, complete, and as practical and efficient to the ends of justice and its prompt administration as the equitable remedy." *Wilson v. Wilson*, 217 Ill. App. 3d 844, 856 (1991). The defendants argue that the plaintiff had an adequate remedy and will be made "whole after a trial on the merits of [his] declaratory judgment complaint or his complaint for a permanent injunction." However, both declaratory relief and injunctive relief constitute equitable remedies, not adequate remedies at law. *CC Disposal, Inc. v. Veolia ES Valley View Landfill, Inc.*, 406 Ill. App. 3d 783, 788 (2010) ("If a party's injury can be adequately compensated through money damages, it has an adequate remedy at law."). We therefore reject the defendants' argument.

"In balancing the equities, the court must weigh the benefits of granting the injunction against the possible injury to the opposing party from the injunction." *Schweickart v.*

*Powers*, 245 Ill. App. 3d 281, 291 (1993). The court should also consider the effect of the injunction on the public. *Village of Bensenville v. City of Chicago*, 389 Ill. App. 3d 446, 493 (2009). In the present case, nothing in the record indicates that the defendants would suffer injury from the issuing of the preliminary injunction. Instead, the record reveals that the plaintiff, the Water District, and the public stood to suffer injury if the circuit court had refused to issue the preliminary injunction. Accordingly, we find that the plaintiff has demonstrated a *prima facie* case that there is a fair question concerning the existence of his claimed right under the Public Water District Act and his contract. Preserving the plaintiff's claimed legal right in the status quo until a decision can be reached on the merits prevents the plaintiff, along with the Water District and the public, from suffering irreparable harm—the purpose for issuing a preliminary injunction. See *Kalbfleisch*, 396 Ill. App. 3d at 1120. We find no abuse of the circuit court's discretion in entering the preliminary injunction and preserving the status quo.

#### CONCLUSION

For the foregoing reasons, we affirm the judgment of the circuit court of St. Clair County.

Affirmed.