

IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, IL

FILED

FEB 11 2020

CLERK OF CIRCUIT COURT #13
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

CITY OF GRANITE CITY,

Plaintiff,

v.

KEVIN LINK,

Defendant,

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Case #: 19-OV-400178
19-OV-400177

Defendant's Amended

Response to Plaintiff's "Motion for Summary Judgment"

1. Defendant finds the Plaintiff's motion to be presented in bad faith. Plaintiff had ample time to present their motion earlier rather than ~1 week before the scheduled trial. This is especially true in the case of the Plaintiff's primary claim that there are no material facts in dispute; therefore the situation existed (if the Plaintiff's claim is correct) long before this motion was brought to the court.
2. Summary judgment is a drastic means to resolve issues and should only be granted in cases where the right to judgment is abundantly clear and free from doubt. Seymour v. Collins, 2015 IL 118432.
3. This case is one where reasonable people may draw differing conclusions from the allegedly "undisputed" material facts. A motion for summary judgment should be denied if there is a dispute as to a material fact or if reasonable people may draw divergent inferences from the undisputed material facts. Beaman v. Freesmeyer, 2019 IL 122654.

4. The only undisputed fact here is that Defendant did not obtain business licenses, however, reasonable people will draw differing conclusions as to if the Defendant's failure to obtain licenses was reasonable in light of the unfair and damaging directives (some of which are detailed below) imposed upon the Defendant, his business, and his tenants by those licenses, until such time as those issues are resolved by the city. These directives have directly resulted in making the Defendant's business impossible to reasonably operate.
5. The disputed business licenses require Defendant to abide by the Plaintiff's directives to evict his tenants pursuant to the "Crime-free housing" ordinances; any refusal to abide by these directives has previously, and could again result in facing the revocation of any license that the Defendant may obtain.
6. Defendant has objected to these "Crime-free housing" ordinances, which harms his customer's livelihood and violates their civil rights, as well as creating a environment in which his business is impossible to operate profitably.
7. The "Crime-free housing" ordinances imposed upon Defendant through these disputed business licenses impose unreasonable restrictions on the Defendant's business, sufficient to effectively prevent him from operating his business in a fair and moral method as to his tenants.
8. Under crime-free housing as it is imposed upon Defendant through city business licenses, if any individual at a leased premises is alleged to have committed a criminal offense, and if demanded by the municipality, all individuals presiding on the premises must be evicted regardless of guilt or affiliation with the accused. These "compulsory evictions" are imposed upon the Defendant even when the individual accused of a criminal offense does not reside at the property and is not named on the lease, such as in the case of a guest or visitor.

9. Effectively under the Crime-free ordinances imposed through the business licenses in question, the Defendant would be unable to lease out his properties without expensive, time-consuming, and invasive background checks on not only his tenants, but of any foreseeable guests or visitors they may invite to the property. Defendant would effectively be forced to continually serve as adjunct police to ensure that the leased tenants did not permit any guest or visitor to inhabit the premises, for any length of time, if that guest or visitor could be suspected or is suspected of committing a criminal offense at some time and some location in the recent past.
10. Such lengthy and extensive background checks would make it impossible for the Defendant to operate his business in a profitable manner and lead to the loss of sales to customers who would reasonably believe the checks to be intrusive.
11. Pursuant to the terms of the leases held between Defendant and his tenants, so long as his tenants are in compliance with the other terms of the lease, they are entitled to the quite enjoyment of the leased premises; this would include enjoying the premises free from concerns of whether any guests or visitors may have allegedly committed a criminal offense at some time and at some location within that guests recent past. It should be noted that all leases between Defendant and his tenants were approved by the City of Granite (Plaintiff) before an occupancy permit would be issued.
12. The hypothetical background checks described by (9) would be reasonably seen to violate the tenants right to "quite enjoyment of the leased premises" pursuant to the lease.
13. The Plaintiff's directives under "Crime-Free housing" has required the Defendant to do more than what would be considered reasonable to conduct his business within the city, effectively putting the Defendant out of business; Defendant is currently liquidating his business holdings within the city as his business has been made unfeasible.

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14. The Defendant cannot conduct business in a reasonably profitable manner due to the continual expense of proceeding with the costly compulsory evictions demanded by Plaintiff, which substitute previously paying customers with vacant properties that require costly refurbishment, and the continual harassment brought about by the Defendant's refusal to begin eviction proceedings against his customers.

See Exhibit - 1, 2 & 3

15. Furthermore these compulsory evictions are unreasonable and unjustly damage the livelihood of the Defendant's customers and possibly violate the civil rights of the Defendant and his customers.

16. It is unreasonable to force the Defendant to purchase business licenses when the Defendant is currently liquidating his holdings and going out of business due to the actions and directives of the Plaintiff.

Respectfully Submitted,



Defendant KEVIN LINK

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