

# PUBLIC SAFETY COMMITTEE

## AGENDA

**Called By:** Aaron Booker, Chairman  
**Members:** Fred Wescott, John Butitta,  
Paul Arena, Angie Goral, Dan Fellars,  
Dorothy Redd

**DATE:** WEDNESDAY, NOVEMBER 20, 2019  
**TIME:** 5:30 PM  
**LOCATION:** ROOM 510  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

### AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 18, 2019 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison Between Winnebago County and Tommy Meeks
- F. Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, the 17<sup>th</sup> Judicial Circuit Court, and Remedies Renewing Lives, Inc.
- G. Ordinance Prohibiting the Establishment of Cannabis Businesses Within Unincorporated Winnebago County
- H. Other Matters
- I. Adjournment

**Winnebago County Board  
Public Safety Committee Meeting**  
County Administration Building  
404 Elm Street, Room 303  
Rockford, IL 61101

Thursday, April 18, 2019

Immediately Following the Operations and Administrative Committee Meeting  
at 5:30 PM and Personnel and Policies Committee Meeting Following

**Present:**

Aaron Booker, **Chairman**  
Angie Goral  
Dan Fellars  
Dorothy Redd  
John Butitta  
Paul Arena

**Others Present:**

Carla Paschal, County Administrator  
Tiana McCall, Chief Strategic Initiatives Officer  
Dave Kurlinkus, Deputy State's Attorney  
Mark Karner, Chief Deputy  
Steve McCorkle, Sergeant

**Absent:**

Fred Wescott

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of October 3 and 17, 2018 Minutes
- D. Public Comment
- E. Closed Session
- F. Review all Jail Inspection Reports
- G. Other Matters
- H. Adjournment

Chairman Booker called the meeting to order at 6:09 PM.

**Motion to Approve the Minutes of October 3 and 17, 2018**

Moved: Mr. Fellars, Seconded: Ms. Redd.

Motion passed by unanimous voice vote.

**Public Comment**

Chairman Booker read the Public Comment section of the Agenda.

Motion by Mr. Fellars to move item F in front of item E. Ms. Redd and Ms. Goral Seconded.

Motion passed by unanimous voice vote.

**Review all Jail Inspection Reports**

- Mr. Karner and Sergeant McCorkle reviewed the reports provided.
- A discussion followed.

**Other Matters**

- Introduction of Armando Cardenas, Chairman of the Winnebago County Crime and Public Safety Commission.

Mr. Booker – Motion to go into closed session to discuss pending litigation.

Moved: Mr. Butitta, Seconded: Mr. Fellars and Ms. Goral.

Motion passed by unanimous voice vote.

Mr. Booker – No action was taken in closed session.

**Motion to Adjourn.** Moved: Mr. Butitta, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Meeting adjourned at 7:21 PM.

Respectfully submitted,

Amy Ferling

Administrative Assistant

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Submitted by: Public Safety Committee

2019 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN INDEPENDENT  
CONTRACTOR AGREEMENT FOR SERVICES AS WINNEBAGO  
COUNTY COMMUNITY LIAISON BETWEEN  
WINNEBAGO COUNTY, ILLINOIS AND TOMMY MEEKS**

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**WHEREAS**, the County of Winnebago, Illinois wishes to engage the services of Tommy Meeks; and

**WHEREAS**, Tommy Meeks wishes to provide services to the County; and

**WHEREAS**, the County and Tommy Meeks have negotiated an Independent Contractor Agreement for Services as Winnebago County Community Liaison, the content of which is substantially similar to that contained in the Independent Contractor Agreement for Services as Winnebago County Community Liaison attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to Tommy Meeks.

Respectfully submitted,  
**Public Safety Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
PAUL ARENA

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PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

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JOHN BUTITTA

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DAN FELLARS

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DAN FELLARS

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ANGIE GORAL

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ANGIE GORAL

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DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow  
Clerk of the County Board  
of the County of Winnebago, Illinois

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **County of Winnebago**, a unit of local government (hereinafter referred to as "**County**"), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks** of \_\_\_\_\_ (hereinafter referred to as "**Contractor**").

**RECITALS**

Whereas, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

Whereas, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

Whereas, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the sufficiency of which both parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

**SECTION ONE**

**DESCRIPTION OF WORK**

The services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating mentoring groups for individuals engaged in the justice system in Winnebago County at the request of Court Services. The group curriculum and any guest speakers will be approved by Court Services.
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.

**SECTION TWO**

**PAYMENT**

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor's invoice shall be paid according to the Illinois Local Government Prompt Payment Act. The County will not reimburse for mileage or expenses.

### **SECTION THREE**

#### **RELATIONSHIP OF PARTIES**

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Contractor and any of Contractor's employees, on the other hand, not does it create a joint relationship or partnership between the parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

### **SECTION FOUR**

#### **TAX AND UNEMPLOYMENT INSURANCE LIABILITY**

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

### **SECTION FIVE**

#### **INDEMNIFICATION**

The parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying party associated with its performance under this Agreement, or 2) the indemnifying party's failure to perform any of its obligations under this Agreement.

### **SECTION SIX**

#### **DURATION**

The term of this Agreement shall be from October 1, 2019 to September 30, 2020. Either party may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. This Agreement will not be automatically renewed.

### **SECTION SEVEN**

#### **WAIVER**

The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

### **SECTION EIGHT**

**VALIDITY AND INTERPRETATION**

If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

**SECTION NINE**

**NOTICES**

All notices regarding this agreement shall be delivered to the other party at the address set forth above or at such other address as may be designated by a party in writing.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

**County of Winnebago, an Illinois  
body politic and corporate,**

**Contractor**

By: \_\_\_\_\_  
Frank Haney, Chairman

\_\_\_\_\_ Tommy Meeks

ATTEST:

\_\_\_\_\_  
Lori Gummow  
Winnebago County Clerk



**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Submitted by: Public Safety Committee

2019 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE A MEMORANDUM OF  
AGREEMENT BETWEEN WINNEBAGO COUNTY, 17<sup>TH</sup> JUDICIAL  
CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

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**WHEREAS**, the County of Winnebago, Illinois and the 17<sup>th</sup> Judicial Circuit Court wishes to engage the services of Remedies; and

**WHEREAS**, Remedies wishes to provide services to the County and the 17<sup>th</sup> Judicial Circuit Court; and

**WHEREAS**, the County, the 17<sup>th</sup> Judicial Circuit Court and Remedies have negotiated an agreement for services, the content of which is substantially similar to that contained in the Memorandum of Agreement attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute a Memorandum of Agreement between the County of Winnebago, the 17<sup>th</sup> Judicial Circuit Court and Remedies Renewing Lives, Inc. which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator, Chief Judge of the 17<sup>th</sup> Judicial Circuit Court and the Executive Director of Remedies.

Respectfully submitted,  
Public Safety Committee

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

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AARON BOOKER, CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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DOROTHY REDD

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DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow  
Clerk of the County Board  
of the County of Winnebago, Illinois

**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, THE 17<sup>th</sup> JUDICIAL CIRCUIT  
COURT, AND REMEDIES RENEWING LIVES, INC.**

The parties to this Agreement are Winnebago County (hereinafter "County"), the 17<sup>th</sup> Judicial Circuit Court (hereinafter "COURT") and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter "REMEDIES")

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed substance use disorder treatment, partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services, and

WHEREAS, REMEDIES is a professional, licensed organization that provides substance use disorder treatment services to chemically dependent persons and is a state of Illinois PAIP Protocol approved site to provide Partner Abuse Intervention Program (PAIP) services, and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendant/client.

NOW, THEREFORE, the Parties agree as follows:

**I. General Terms**

**A. Term of Agreement**

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2019 and ending on September 30, 2020.

**B. Termination Upon Notice**

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving thirty days written notice to COURT. COUNTY may terminate this Agreement at will by giving thirty days written notice to REMEDIES and COURT.

**C. Confidentiality**

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendant/client identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

**D. Warrant of Authority**

Each PARTY warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

**E. Indemnification**

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the Court or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

REMEDIES shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this contract, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

**F. Consultation and Reporting**

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meeting to review the services provided to the COURT's Resource Intervention Program.

REMEDIES agrees to provide a monthly report to the COURT outlining the services provided to defendants/clients referred by the COURT. The PARTIES will agree on the form and information to be included in the report.

**II. Scope of Services**

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's Resource Intervention Center Program (RIC), as appropriate for client service needs pertaining to substance use disorders and domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes.

**A. Intake Process and Assessments**

REMEDIES agrees to complete a substance use disorder treatment services intake and assessment which includes but is not limited to diagnostic criteria and impression, past and current mental health concerns as well as physical health, nutrition and gambling disorder screenings.

As part of the intake process for any domestic violence PAIP referral, REMEDIES will work with the Illinois Department of Human Services, Division of Family & Community Services-Domestic and Sexual Violence Prevention, to identify and incorporate a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services; Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/jear/admincode/089/089005010B00900R.html>. Said validated intimate partner risk assessment may be the ODARA, SARA or another validated intimate partner risk assessment.

Upon assessment for both substance use disorder treatment and PAIP services, completion of the results will be scanned and attached to the file in the FCE case management system within 72 hours.

**B. Treatment - Substance Abuse**

REMEDIES agrees to administer and staff a program of substance use disorder treatment services for defendants/clients referred by the COURT. The program of substance use disorder treatment services will include outpatient services consisting of one (1) to three (3) sessions per week for two (2) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction Medicine's (ASAM) Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services. Family sessions will be offered to the defendant/client as appropriate.

**C. PAIP - Domestic Violence**

REMEDIES agrees to provide up to three Partner Abuse Intervention Program (PAIP) groups per week. PAIP services will be facilitated to participants for a minimum of 26 weeks, meeting once per week for two-hour sessions. The following schedule shall initially apply. The same may be modified from time to time with reasonable notice provided.

Tuesdays	9:00am-11:00am
Thursdays	1:15 pm-3:15pm
Fridays	2:00 pm-4:00pm

The number of participants in each group will not exceed 15 persons. The PAIP program will incorporate an education based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II, Point A. REMEDIES will work with the COURT to identify and implement cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

**D. General Staffing**

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services-Domestic and Sexual Violence Prevention to facilitate the Partner Abuse Intervention Program. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the 40 hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional 20 hours

of training in abuser services. The 20 hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees of/or contractual employees of REMEDIES. REMEDIES supplied staff will have at minimum a bachelor's degree education and have passed a background clearance conducted by COURT.

**III. Costs and Billing for Services**

REMEDIES shall be compensated in the amount of \$11,607.16 per month for those service performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a 12 month period shall not exceed \$139,286.00 REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates. Should this Agreement or any continuation thereof terminate on a date other than the last day of a month, REMEDIES shall be entitled to a prorated amount of the stated monthly amount of \$11,607.16.

**IV. Office Support and Payment for Services**

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

**V. Miscellaneous**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement.

Dated: \_\_\_\_\_, 2019

Winnebago County

By: \_\_\_\_\_

**Frank Haney, in his capacity as  
Chairman of Winnebago County**

Dated: \_\_\_\_\_, 2019

The 17<sup>th</sup> Judicial Winnebago County Court

By: \_\_\_\_\_

**Eugene Doherty, in his capacity as  
Chief Judge of the 17<sup>th</sup> Judicial Circuit Court**

Dated: \_\_\_\_\_, 2019

Remedies Renewing Lives, Inc.  
An Illinois not-for-profit corporation

By: \_\_\_\_\_  
**Gary Halbach, in his capacity as  
President and CEO**

County Board: 11/26/2019

**ORDINANCE OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**2019 CO**

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE  
SPONSORED BY: AARON BOOKER**

**AN ORDINANCE PROHIBITING THE ESTABLISHMENT OF CANNABIS  
BUSINESSES WITHIN UNINCORPORATED WINNEBAGO COUNTY**

**WHEREAS**, County of Winnebago, a body politic and corporate of the state of Illinois ("County") is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

**WHEREAS**, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which authorizes the County to enact an ordinance prohibiting, or significantly limiting, the location of cannabis business establishments; and

**WHEREAS**, the County has determined that the operation of adult use cannabis business establishments present adverse impacts upon the health, safety and welfare of local (nearby) residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the local community; and

**WHEREAS**, based upon the experiences of other communities, the County has reasonable concerns about the adverse impacts of adult use cannabis business establishments locating within unincorporated Winnebago County; and

**WHEREAS**, the County has determined that this Ordinance prohibiting the location of adult use cannabis business establishments within the County's unincorporated territory is in the best interests of the County and the public; and

**WHEREAS**, nothing herein shall be deemed to conflict with or in any way impede or impact the provisions set forth in the Winnebago County Code pertaining to Medical Cannabis, including but not limited to the regulation of Medical Cannabis Cultivation Centers and Medical Cannabis Dispensing Organizations.

**NOW, THEREFORE, BE IT ORDAINED** by the County Board of the County of Winnebago, that the Winnebago County Code is hereby amended by adding a Chapter, to be numbered Chapter 91, and which shall read as attached in Exhibit A.



**NOW, THEREFORE, BE IT FURTHER ORDAINED**, that this Ordinance is effective immediately upon its adoption; and

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Winnebago County Clerk transmit copies of this Resolution to the following: (1) Winnebago County State's Attorney's Office, (2) Winnebago County Building and Zoning Department, (3) Winnebago County Highway Department, (4) Winnebago County Sheriff, and (5) the Municode corporation that this ordinance attached hereto may be published and entered into the Winnebago County Code.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019

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Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Paul Arena

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Paul Arena

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John Butitta

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John Butitta

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Dan Fellars

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Dan Fellars

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Angie Goral

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Angie Goral

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Dorothy Redd

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Dorothy Redd

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Fred Wescott

\_\_\_\_\_  
Fred Wescott

(TO ADOPT)

(TO NOT ADOPT)

Dated this \_\_\_\_ day of November, 2019.

[EXHIBIT A]

**Chapter 91– WINNEBAGO COUNTY CANNABIS PROHIBITION ORDINANCE**

**ARTICLE I. IN GENERAL**

**Section 91-1. Recitals and title.**

The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance. This section of the County Code shall be referred to, cited, and known as the Winnebago County Cannabis Prohibition Ordinance.

**ARTICLE II. CANNABIS BUSINESS ESTABLISHMENTS PROHIBITED**

**Section 91-2. Definitions.**

Definitions. The following words and phrases shall, for the purposes of this Chapter have the meanings respectively ascribed to them by this section, as follows:

*ADULT-USE CANNABIS BUSINESS ESTABLISHMENT*: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

*ADULT-USE CANNABIS CRAFT GROWER*: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS CULTIVATION CENTER*: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS DISPENSING ORGANIZATION*: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR:* A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER:* An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

*PERSON:* Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

### **Section 91-3. Cannabis Business Establishments Prohibited.**

The following Adult-Use Cannabis Business Establishments are prohibited in the unincorporated portions of the County of Winnebago. No person shall locate, operate, own, suffer, or allow to be operated or aide, abet or assist in the operation within the County of Winnebago of any of the following:

1. Adult-Use Cannabis Craft Grower
2. Adult-Use Cannabis Cultivation Center
3. Adult-Use Cannabis Dispensing Organization
4. Adult-Use Cannabis Infuser Organization
5. Infuser Adult-Use Cannabis Processing Organization Processor
6. Adult-Use Cannabis Transporting Organization or Transporter
7. Cannabis "Lounge", "Club" or a similar facility, either open to the public or a private club, where cannabis may be smoked, or cannabis infused materials may be used.

Cannabis Business Establishments do not include Medical Cannabis Cultivation Centers or Medical Cannabis Dispensing Organizations as set forth in Chapter 90 of the Winnebago County Code.

### **ARTICLE III. CANNABIS BUSINESS ESTABLISHMENTS AS A PUBLIC NUISANCE**

#### **Section 91-4. Public Nuisance Declared.**

Operation of any prohibited Cannabis Business Establishment or cannabis lounge within the County in violation of the provisions of this Chapter is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Prosecution of any violation under this section shall not be deemed to preclude prosecution of a violation of this Ordinance as an ordinance violation, in addition to filing actions to abate the violation as a public nuisance.

### **ARTICLE IV. VIOLATION; PENALTIES**

#### **Section 91-5. Violations; Penalties.**

Any Person who violates any provision of this Ordinance or fails to comply with any of the requirements of this Ordinance, shall be guilty of an offense punishable by a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). Each day that the violation continues unabated shall be deemed a separate offense under this Ordinance. Violations of this Chapter may be enforced by the County's legal counsel instituting the appropriate proceeding at law, in equity, or via administrative proceedings, to restrain, correct, or abate such violations, or to enforce any provision of this Ordinance, or any order issued pursuant thereto, to require the removal or termination of the unlawful use, and to seek the assessment of a fine and court costs as authorized by this Ordinance. The imposition of penalties herein described shall not preclude the County's legal counsel from instituting appropriate action to prevent unlawful uses governed by this Chapter.

### **ARTICLE V. MISCELLANEOUS PROVISIONS; EFFECTIVE DATE**

#### **Section 91-6. Severability.**

If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

#### **Section 91-7. Effective Date.**

This Ordinance shall be in full force and effect from the date of its passage and after its passage and approval and publication as required by law.