



## FOREST PRESERVE DISTRICT OF COOK COUNTY RESIDENT WATCHMAN PROGRAM

### RESIDENT WATCHMAN PROGRAM

The District shall follow the process described below in the selection of Applicants as Resident Watchmen for houses located on property owned by the District and in the overall operation and management of the Resident Watchman Program. The selection, operation and management processes of the Resident Watchman Program shall not involve any consideration of Political Reasons or Factors (as defined in the FPDCC Employment Plan).

I. **Posting of Vacancy.** Notice of any opening to become a Resident Watchman for a specific residence vacancy shall be posted internally in highly visible areas at the District's General Headquarters and at District facilities, including division and regional locations throughout the District and additionally on the District intranet, for a minimum period of ten (10) business days using the attached Posting of Current Resident Watchman Vacancy form (Exhibit A).

A. Each vacancy posting shall include the following: (i) a description of the residence, including the address, location and H.B#; (ii) instructions on how to apply; (iii) the posting period and posting deadline; (iv) a description of the Resident Watchman duties and responsibilities; (v) minimum and preferred qualifications and certification requirements; (vi) a description of the Resident Watchman's geographic area of responsibility for the residence; (vii) the monthly fee and (viii) any additional specific duties associated with the property.

B. Additional information including a copy of the Resident Watchman Occupancy Agreement (the "Occupancy Agreement") (Exhibit B) shall be made available for inspection at each posting location during the posting period, and the posting will include a statement advising Applicants where and how they may obtain such information and a copy of the Agreement.

C. The posting shall also contain a statement that training needed for certifications required to be a Resident Watchman shall be made available to all Applicants and that the District does not select Resident Watchmen based on Political Reasons or Factors.

II. **Minimum Qualifications.** Applicants must meet the following minimum qualifications to become a Resident Watchman:

- A. Applicant must be actively employed in a non-seasonal, full-time position and able to perform Resident Watchman duties at the time of application. Applicants who are on an approved leave of absence with a scheduled return date of no more than thirty (30) days following the date of application will also be considered eligible, provided they will be able to perform essential job-related duties as well as Resident Watchman duties.
- B. Applicant must be in possession of a current Certificate of Burn Training. (Minimum certification of S130/S190 or be a Chicago Wilderness Midwest Ecological Prescription Burn Crew Member).
- C. Applicant must be in possession of a valid Chain Saw Operator (CSO) or Chain Saw Operator Assistant (CSOA) Certificate,
- D. Applicant must possess a valid State issued driver's license and must be in compliance with the State of Illinois insurance requirements.
- E. Applicant must submit an acceptable Supervisory Certification Form (Exhibit C) completed by his/her immediate supervisor who has knowledge of his/her work history and qualifications to serve as a Resident Watchman.
- F. Applicant must not have been subject to disciplinary action in the form of a suspension without pay for five (5) or more days within the twelve (12) month period prior to the date of application.
- G. Applicants who do not submit a completed application and certification form or who do not submit all documents or information required by Section IV, by the posting closing date will not be considered eligible.

III. **Preferred Qualifications.**

Preferred qualifications shall include the following:

- A. Experience in fire suppression as part of the Applicant's current or prior job duties with the District or another employer.
- B. Experience in the operation of a chain saw as part of the Applicant's current or prior job duties with the District or another employer.
- C. Experience in snow plow operation and snow removal as part of the Applicant's current or prior job duties with the District or another employer.

IV. **Application Process.** Applicants must complete individual applications for each Resident Watchman vacancy posting for which they wish to apply. Applicants must submit the application along with a Supervisory Certification Form from their immediate supervisor and all other required documents, including copies of required certifications and licenses, to the Housing

Committee Chair on or before the posting closing date using the attached Resident Watchman Application (Exhibit D) and Supervisory Certification Form (Exhibit C). The following additional documents must be submitted, if applicable:

A. Applicants must provide a list of the names of any additional proposed occupant(s) whom the Applicant expects will reside with him or her at the District residence for a period of thirty (30) or more consecutive days at any time during the term of the Agreement. Occupancy by any such proposed occupant(s) is subject to the prior written approval of the District. In addition to the name, the list must also include the proposed occupant's relationship to the Applicant, date(s) of birth, Social Security Number(s) and driver's license number(s).

B. Applicants and each proposed occupant eighteen (18) years of age or older must execute and submit a written waiver granting consent to the District to conduct background checks prior to notice of selection as a Resident Watchman. Completed waiver forms must be attached to the application.

V. **Housing Committee Evaluation and Selection Process.**

A. The Housing Committee Chair or his/her designee shall:

1. Conduct the initial review of all application packets and confirm that all required documents have been submitted and are complete and include: (i) the application; (ii) supervisory certification form; (iii) copies of certifications and licenses; (iv) waiver(s); and (v) proposed occupant lists;

2. Compare the information provided on the application with the documents in the application packets and determine whether they confirm that the Applicant meets the minimum qualifications listed in Section II;

3. Contact the Director of the Human Resources (the "HRD") to determine if the Applicant has been subject to the imposition of discipline within the previous twelve (12) months and obtain documentation of any such disciplinary action for inclusion in the Applicant's application packet;

4. Make a determination whether the Applicant meets the minimum requirements listed in Section II and prepare a written Chair Report documenting the disposition (eligible or not eligible) of each Applicant and the reason(s) any Applicant was deemed ineligible. The Chair Report shall include a No Political Considerations Certification ("NPCC"). A copy of the Chair Report and all application packets shall be sent to the Director of Compliance.

B. Copies of the Chair Report and the application packets of all Applicants deemed eligible pursuant to Section V.A. shall be distributed to all members of the Housing Committee for review. After review, each member of the Committee shall complete an Evaluation Form (Exhibit E), which shall contain a NPCC. All completed Evaluation Forms shall be sent to the Housing Committee Chair or his/her designee within five (5)

days of their receipt by the Committee members. Copies of the each of the completed Evaluation Forms shall also be sent to each Committee member and the Director of Compliance.

C. The Housing Committee will meet to select the successful Applicant for each Resident Watchman vacancy posted no later than thirty (30) days after the closing date of the posting. There must be a quorum of at least four (4) of the six (6) members in attendance at the meeting. The Director of Compliance will receive notice of the meeting at least forty-eight (48) hours in advance and may attend in person or by telephone.

D. At this meeting, the Housing Committee shall review and consider the Evaluation Forms of all Committee members and the application packets of all Applicants deemed eligible. Members shall also include the following criteria in making their selection:

1. Applicant's ability and willingness to perform all of the duties and responsibilities of a Resident Watchman as set forth in the Occupancy Agreement and this Resident Watchman Program;
2. Applicant's possession of all or some of the preferred qualifications set forth in Section III;
3. Applicant's receipt of disciplinary action within the preceding twelve (12) months, not rising to the level of a suspension, but which is related to his or her suitability to be a Resident Watchman, including but not limited to problems with attendance;
4. Applicant's assigned Department and/or work location and its proximity to the residence; and
5. If two (2) or more Applicants possess the minimum and preferred qualifications and meet the criteria described in Sections V.D. 1, 2, and 3, the Committee may give preference to the Applicant whose work location is in closest proximity to the residence.

E. At the conclusion of deliberations, each Committee member shall complete a Selection Ballot containing the name of the Applicant he/she has selected for each Resident Watchman vacancy posted. The Selection Ballot shall contain a NPCC and be tallied by the Chair of the Housing Committee or his or her designee together with the Director of Compliance. The Applicant who receives a majority of votes of the Housing Committee members participating will be selected as the Resident Watchman for the specific residence. In the event no Applicant receives a majority of the votes, the vote of the Chair of the Housing Committee will be determinative.

F. The Chair of the Housing Committee or his/her designee shall complete a Resident Watchman Selection Form (Exhibit F) which shall include the vote tally of the Housing Committee, a written explanation as to the justification of the selection of the successful Applicant, the signatures of the Housing Committee members and Chair and a

NPCC. Copies of the Resident Watchman Selection Form and Selection Ballots shall be sent to the OIIG and the Director of Compliance.

G. Background checks of the selected Applicant(s) and all proposed occupants shall be performed by the District Police Department. Background checks shall be completed after selection by the Committee and prior to notification to the selected Applicant. If a background check performed on an Applicant or any proposed occupant reveals that he/she has been convicted of a felony that, in the opinion of the Chair of the Housing Committee or his/her designee after consultation with the District's Chief Attorney, could negatively impact the Applicant's suitability to serve as a Resident Watchman or a proposed occupant's suitability to reside on District property or which could jeopardize the safety or security of the public or the District's property, the Housing Committee shall hold a second meeting pursuant to Section V.D. and select another Applicant from those considered eligible in the Chair Report to fill the vacancy with written notice provided to the Director of Compliance. If no such Applicant is eligible or accepts, the vacancy shall be reposted.

H. Within fourteen (14) days following the completion of the selection meeting described in Section V.D. or the receipt of acceptable background check information described in Section V.G. (whichever is later), the selected Applicant will be contacted by letter, which will set a date and time for him/her and all proposed occupants to participate in an informational and orientation session with the Housing Committee Chair or his/her designee to review the District's policies regarding the Resident Watchman Program and to fill out and sign required documents, including the Occupancy Agreement, payroll deduction forms, and waiver and release of liability forms.

## VI. **Termination of Occupancy Agreement.**

A. Resident Watchman's use and occupancy of the residence may be terminated by the District at any time, for any reason or no reason, in its sole discretion provided that no termination shall be based on any Political Reasons or Factors.

B. Resident Watchmen are required to perform all duties and responsibilities described in this Resident Watchman Program and the Occupancy Agreement. Such duties and responsibilities include but are not limited to: site security, fire watch, fallen tree and limb removal, emergency response, public assistance, maintenance of the Residence and surrounding areas in good order, inspection of geographic area and other related tasks and duties as may be designated from time to time by the Housing Committee.

C. The Resident Watchman must maintain all minimum qualifications and perform all applicable duties and responsibilities, and his/her performance shall be monitored and reviewed no less frequently than quarterly during the term of the Occupancy Agreement by the Chair of the Housing Committee or his/her designee. The Chair of the Housing Committee or his/her designee shall complete a Quarterly Report Form (Exhibit G), a copy of which shall be included in the Applicant's file. A copy will be made available for review by the Director of Compliance. The Director of HRD shall contact the Chair of

the Housing Committee or his/her designee immediately if any Resident Watchman is terminated from employment or is subject to a disciplinary suspension of five (5) or more days.

D. In the event a Resident Watchman becomes unable to perform his/her Resident Watchman duties for any reason for period in excess of thirty (30) continuous days during the term of the Occupancy Agreement, the Housing Committee may elect to increase the monthly occupancy fee by twenty (20%) percent in accordance with the terms of the Occupancy Agreement for each month until such time as the Resident Watchman is able to perform his/her Resident Watchman duties,

E. Failure to maintain the minimum qualifications listed in Section II.A. through F. or failure to adhere to the terms of the Occupancy Agreement shall result in termination of the Occupancy Agreement and the requirement that the Resident Watchman and all authorized occupants vacate the property as set forth in this Section E. The following shall apply in the event the Chair of the Housing Committee or his/her designee becomes aware of a Resident Watchman's loss of any minimum qualification or violation of the Occupancy Agreement:

1. Within ten (10) days of his/her receipt of notice, the Chair of the Housing Committee shall prepare a written report of the loss or violation and notice of his/her determination to terminate the Occupancy Agreement and send a copy of the report and all relevant documentation to the Director of Compliance and the OIIG for review. The Director of Compliance and the OIIG may contact the Chair of the Housing Committee for further detail and explanation.
2. If the Director of Compliance disagrees with the decision of the Chair of the Housing Committee or the OIIG finds that Political Reasons or Factors entered into the decision of the Chair, either or both shall notify the Chair of the Housing Committee in writing within ten (10) days of receipt of the report and advise the Chair of his/her objection. A copy of the report will also be sent to the General Superintendent, who shall meet with the Chair of the Housing Committee and the Director of Compliance and the OIIG to resolve the matter. If agreement is not reached, the decision of the General Superintendent shall govern and the Director of Compliance and OIIG reports shall be posted on the District's website.
3. If the Chair of the Housing Committee does not receive an objection from the OIIG or the Director of Compliance to termination of the Occupancy Agreement within ten (10) days after receipt of the report, the Occupancy Agreement shall be terminated pursuant to Section VID. and the Resident Watchman shall be required to vacate the residence.
4. If the Chair of the Housing Committee determines that the loss of any minimum qualification or violation of the Occupancy Agreement creates an unacceptable actual or potential danger to the public or to District property, he/she

may elect to require the Resident Watchman and any occupants to vacate the property immediately pending review by the OIIG and Director of Compliance.

F. The Occupancy Agreement will be automatically terminated upon: (1) termination of a Resident Watchman's employment with the District for any reason, including but not limited to retirement, layoff, resignation and involuntary termination; (2) failure to maintain all minimum qualifications described in Section II.A, through F.; (3) the inability of the Resident Watchman to perform his or her essential job duties and/or the duties and responsibilities of a Resident Watchman for a period of ninety (90) or more days in any twelve (12) month period during the term of the Occupancy Agreement; or (4) a determination of violation or potential violation of the Occupancy Agreement pursuant to Section VI.C., and the Resident Watchman and anyone residing on the District property will be required to vacate the property as set forth herein and in the Occupancy Agreement and in accordance with the following:

1. Resident Watchmen who: (a) are involuntarily terminated from employment with the District for any reason, (b) fail to maintain all minimum qualifications described in Section II. A. through F., or (c) violate the Occupancy Agreement and all occupants shall vacate the premises within thirty (30) days after their last day of employment or thirty (30) days after written notice, as applicable, unless they have been required to vacate immediately pursuant to Section VI.C.4. They shall be responsible for paying all required fees through the date of termination of occupancy. They shall not be responsible for providing services as a Resident Watchman during such time.
2. Resident Watchmen who retire or resign from employment with the District or who are laid off by the District and all occupants shall vacate the premises within sixty (60) days after their last day of employment and upon approval by the Housing Committee. They shall be responsible for paying all required fees through the date of termination and vacating of occupancy of the premises. They shall not be responsible for providing services as a Resident Watchman during such time.
3. Resident Watchmen who are unable to perform the essential job duties and/or the responsibilities of a Resident Watchman for a period of ninety (90) or more days in any twelve (12) month period during the term of the Occupancy Agreement and all occupants shall vacate the premises within forty-five (45) days after their receipt of notification to vacate and upon approval by the Housing Committee. They shall be responsible for paying all required fees through the date of termination and vacating of occupancy of the premises. They shall not be responsible for providing services as a Resident Watchman during such time.
4. Widows/widowers of Resident Watchmen who die while employed and all occupants shall be required to vacate the premises within three (3) months after the Resident Watchman's death or until such date as approved by the Housing Committee. Widows/widowers shall be responsible for paying all required fees through the date of termination and vacating of occupancy of the premises. They

shall not be responsible for providing services as a Resident Watchman during such time.

**VII. Renewal of Occupancy Agreement.**

A. Any Resident Watchman wishing to renew his or her Occupancy Agreement and continue to act as a Resident Watchman must submit a Resident Watchman Housing Renewal Form (Exhibit H), and a Resident Watchman Application Form (Exhibit D), to the Chair of the Housing Committee or his or her designee no later than October 1st of the year of expiration of the current Occupancy Agreement. He or she must also submit documentation verifying that all required licenses and certifications are current. A Resident Watchman will not be considered eligible for renewal if he or she fails to submit a complete Housing Renewal Form and all required documentation in a timely manner, and he or she will be required to reapply and submit a new application in order to continue to participate in the Resident Watchman Program.

B. The Housing Committee Chair or his/her designee shall:

1. Conduct the initial review of all renewal packets and confirm that all required documents have been submitted and are complete and include (i) the Renewal Form and Application and (ii) copies of current certifications and licenses;
2. Compare the information provided on the Housing Renewal Form and Application with the documents submitted and confirm that the Resident Watchman continues to meet the minimum qualifications listed in Section II.C. through F.;
3. Contact the Director of HRD to determine if there has been any discipline imposed upon the Resident Watchman during the term of the previous Occupancy Agreement and obtain documentation of any such disciplinary action for inclusion in the Resident Watchman's renewal application packet; and
4. Make a determination as to whether the Resident Watchman meets the minimum requirements listed in Section II and prepare a written Chair Report documenting the disposition (eligible or not eligible) of each Resident Watchman and the reason(s) any he/she was deemed ineligible. The Chair Report shall include a No Political Considerations Certification ("NPCC"). A copy of the Chair Report, current certifications and licenses, quarterly reports, performance evaluations, and disciplinary records (if applicable) shall be made available for review by the OIIG, the Director of Compliance and the DCA, while acting.

C. The Housing Committee will meet no later than October 15th to review and consider renewal requests of all Resident Watchmen deemed eligible pursuant to Section VII.B. There must be a quorum of at least four (4) of the six (6) members in attendance at the meeting. The Director of Compliance and the OIIG shall be sent notice of the meeting



and copies of all Housing Renewal Forms and documentation at least two (2) days in advance of the meeting, and they may attend.

The Committee shall consider the following criteria (in addition to those provided in the Occupancy Agreement) prior to deciding whether to renew the Occupancy Agreement for any Resident Watchman:

1. Resident Watchman's past performance of the duties and responsibilities set forth in the Occupancy Agreement during the current term of the Agreement.
2. Resident Watchman's continued ability and willingness to perform all of the duties and responsibilities set forth in this Resident Watchman Program and the Occupancy Agreement;
3. Resident Watchman's acquisition of all or some of the preferred qualifications set forth in Section III above;
4. Resident Watchman's receipt of disciplinary action not rising to the level of a suspension, but which is related to his or her suitability to continue to be a Resident Watchman, including but not limited to problems with attendance during the term of the Occupancy Agreement; and
5. The results of the quarterly reviews conducted pursuant to Section VI.B. and the condition of the District property during District inspections conducted pursuant to Sections VIII.C and D.

D. Each Resident Watchman seeking renewal of his/her Occupancy Agreement must receive a majority vote of the Housing Committee members present and voting. In the event of a tie, the vote of the Housing Committee Chair shall be determinative.

E. The Housing Committee Chair or his/her designee shall complete a Resident Watchman Renewal Selection Form (Exhibit I), which shall include (a) the vote tally of the Housing Committee; (b) a written explanation as to the justification for the renewal or non-renewal of each Resident Watchman; (c) the signatures of the Housing Committee members in attendance and Chair; and (d) a NPCC. Copies of the Resident Watchman Renewal Selection Form will be provided to the Director of Compliance and the OIIG.

F. Resident Watchmen whose Occupancy Agreements are renewed will be contacted by letter, which will set a date and time for an informational session with the Housing Committee Chair or his/her designee to review the District Housing policies and fill out and sign the appropriate documents, including the new Occupancy Agreement, payroll deduction forms, waivers and liability release forms.

G. Resident Watchmen whose Occupancy Agreements are not renewed will be contacted by letter and advised of such non-renewal within fifteen (15) days of the Committee's decision. Such notice shall cite the specific factors on which the decision is based. A copy of such notification and the Resident Watchman Renewal Selection Form and any relevant documents shall be sent to the OIIG and the Director of Compliance.

VIII. **Responsibilities of the Housing Committee and Chair.**

A. The Housing Committee and Chair shall be appointed by the General Superintendent.

B. The Housing Committee shall review and retain copies of all bi-weekly activity reports submitted by Resident Watchmen and shall make copies available for review upon request by the Director of Compliance, the OIIG and the DCA, while acting, on a monthly basis. Any and all reports of failure to perform any of the duties and responsibilities of a Resident Watchman shall be immediately forwarded to the Chair of the Housing Committee, with a copy to the Director of Compliance, for further action in accordance with this Resident Watchman Program and the Occupancy Agreement. The Director of Compliance may conduct periodic audits of the bi-weekly activity reports

C. The Chair of the Housing Committee or his/her designee shall conduct no less than one inspection of each residence annually, and such inspection will take place no later than October 1st of each calendar year. The Housing Committee Chair or his/her designee shall write and maintain a report of the current condition of each residence. Such written report of each inspection shall document the current condition of the residence, necessary repairs, and a recommendation as to whether the Resident Watchman should be eligible for renewal of the current Occupancy Agreement based on his/her care for the property. Copies of such annual reports shall be sent to the Chair of the Housing Committee or his or her designee no later than October 15th of each year and considered by the Housing Committee during the renewal application process described in Section VII.

D. Housing Committee Chair or his/her designee may conduct random inspections of each residence in the Resident Watchman Program as deemed necessary to maintain the integrity of the Program, protect and maintain public safety and the District's property, and assure compliance with the terms of the Occupancy Agreement.

E. The Housing Committee shall meet no less than twice a year or at the call of the Housing Committee Chair or his/her designee. Minutes of each Housing Committee meeting shall be maintained by the Housing Committee Chair and a copy shall be provided to the Director of Compliance and the OIIG.

F. In accordance with the provisions of Section 1-9-3.B.9 and 14 of the FPDCC Code, the General Superintendent shall provide to the Forest Preserve District Board of Commissioners the Annual Report of the Housing Program by the March Board meeting. The Annual Report shall include a listing of the names of Resident Watchmen occupying District residences, job titles and salaries. Copies of the Annual Report of the Housing Program shall be posted on the District's website and provided to the Director of Compliance and to the OIIG within five (5) business days of the March Board meeting.

G. The Housing Committee shall maintain a general file for each residence and each Resident Watchman participating in the Resident Watchman Program, and all related documents as identified herein shall be maintained therein. The general files shall be

available for inspection and review by the Director of Compliance and the OIG at any time.

**LIST OF EXHIBITS**

1. Exhibit A — Sample Posting of Current Resident Watchman Vacancy
2. Exhibit B — Resident Watchman Occupancy Agreement
3. Exhibit C — Supervisory Certification Form
4. Exhibit D — Resident Watchman Application
5. Exhibit E — Applicant Evaluation Form
6. Exhibit F — Resident Watchman Selection Form
7. Exhibit G — Quarterly Report Form
8. Exhibit H — Resident Watchman Renewal Form
9. Exhibit I — Resident Watchman Renewal Selection Form



## **FOREST PRESERVE DISTRICT OF COOK COUNTY**

### **Housing Committee**

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**TO: ALL FOREST PRESERVE DISTRICT EMPLOYEES**  
**FROM: HOUSING COMMITTEE**  
**DATE:**  
**RE: POSTING OF CURRENT RESIDENT WATCHMEN VACANCY**

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The attached is a listing of District-owned residential facilities, which are currently vacant and are hereby posted for District employees who are interested in residing full-time and serving as Resident Watchmen.

Before applying to be a Resident Watchman, please read the attached Occupancy Agreement to understand what is required of a Forest Preserve District of Cook County Resident Watchman.

As a Resident Watchman, you will be required to perform all duties described in the Occupancy Agreement. These duties and responsibilities include: site security, fire watch, emergency response, public assistance, other related tasks and duties as assigned by the Housing Committee Chair. As a result, employees who currently are on personal leave, leave pursuant to the Illinois Workers' Compensation Act, or disability leave ("Extended Leave") and who are not expected to return from such Extended Leave within thirty (30) days of the posting date of the vacancy notice for the requested Watchmen Residence or within sixty (60) days of such employee's request to renew his/her existing Occupancy Agreement shall be deemed ineligible for selection or continuation, respectively, as a Resident Watchmen.

Application for the Resident Watchman program may be made by any active full time employee of the Forest Preserve District of Cook County.

All postings will be open and displayed internally in highly visible areas at the District's General Headquarters and at various division and regional locations throughout the District for a minimum of ten (10) business days. If after ten (10) business days a location is not filled, the posting will remain until the vacancy is filled.

Preference will be given to employees who possess the necessary skills for emergency response situations listed below under Duties and Responsibilities, with a stronger preference to those who work at or near the facility, region or division where the vacancy exists.

Exhibit A

The selected applicant(s) will be required to meet with the Housing Committee Chair or his/her designee to formally review and execute an Occupancy Agreement and related documents prior to being cleared to move into the residence in question.

Please contact the Maintenance Superintendent at the Division in which the facility is located to arrange for an inspection of the residence.

If you are interested in applying for the residence(s) listed below, please fill out an application; make three (3) copies; send one (1) copy to the General Superintendent, one (1) copy to your Department Head, and one (1) copy to the Housing Committee Chair at the General Headquarters by ***(Insert deadline date)***. **Please include with your completed application and the Resident Watchman Supervisor Certification Form completed and executed by your Immediate Supervisor, Regional Superintendent and/or Department Head.**

If you have previously applied for any residences, you must re-apply by filling out the application form and certification and submitting them by *(Insert deadline date)*. Only those with current application forms on file will be considered for this vacancy.

If you have any questions, please contact me at 708-771-1186 or [Michael.murnane@cookcountyil.gov](mailto:Michael.murnane@cookcountyil.gov)

Thank you.

Michael Murnane  
Housing Committee Chair

**POSTED ON:** \_\_\_\_\_

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Departments:      General Office  
                         Human Resources  
                         Maintenance & Operations  
                         Police Department  
                         Resource Management  
                         Permits and Recreation  
                         Planning and Development  
                         Finance and Administration  
                         Legal Department

**Exhibit B**

HB# \_\_\_\_\_

**FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS**  
**RESIDENT WATCHMAN OCCUPANCY AGREEMENT<sup>1</sup>**  
**January 1, 20\_\_ - December 31, 20\_\_**

This Resident Watchman Occupancy Agreement (the "Agreement") dated this \_\_\_ day of December, 20\_\_ <Insert date>, is between <Insert employee name> ("WATCHMAN") and the Forest Preserve District of Cook County (the "DISTRICT").

In consideration of the mutual promises and agreements herein stated, the DISTRICT hereby agrees to permit WATCHMAN to occupy the DISTRICT-owned residence located at <Insert address of residence> and associated property and buildings, including, but not limited to sheds, garages and storage facilities (the "Residence") upon the terms and conditions set forth below.

It is further agreed between the DISTRICT and WATCHMAN that this AGREEMENT is entered into at the request of and for the benefit and convenience of the DISTRICT and exists for the purpose of responding to natural disasters, providing information and assistance to the general public utilizing DISTRICT land as well as for the protection, surveillance, maintenance and safety of the Property described herein.

**I. Term**

This Agreement shall be effective on January 1, 20\_\_ <Insert year> and end on December 31, 20\_\_ <Insert year> or such earlier date as this Agreement may be terminated pursuant to its terms (the "Term").

**II. Watchman Fees**

A. Monthly Fee

During the Term, WATCHMAN will pay the total monthly fee calculated as follows no later than the 1<sup>st</sup> of each month:

Category	Meter Number	Amount
Monthly Occupancy Fee		
Water/Sewer		
Heating Fuel (propane/natural gas)		
Electric		
Septic		
<b>TOTAL MONTHLY FEE</b>		

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<sup>1</sup>This Agreement is not a Lease and no Landlord/ Tenant relationship is created by the Forest Preserve District of Cook County. The Resident Watchman shall not hold nor claim at any time any interest or estate of any kind in the Property including the dwelling.

(including \$10 administration fee, if applicable)		
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The total monthly fee is due in advance on the first of each month during the Term. Failure to pay the total monthly fee by the 5<sup>th</sup> of the month will result in a late penalty equal to 50% of the total monthly fee. WATCHMAN may elect to pay by check or money order made payable to the DISTRICT. If paid by check or money order, an administrative fee of \$10 will be added to the total monthly payment.

Alternatively, WATCHMAN may elect to execute the payroll deduction authorization form attached to this Agreement as Exhibit 1 and have the total monthly fee deducted from his or her paycheck each pay period on an installment basis calculated in the following manner:

1. Beginning the first month of the Term, automatic payroll deductions will be made on a bi-monthly basis or 24 installments per year. The amount of each deduction will equal one-half of the total monthly fee. The total deducted each month will equal the total monthly fee due in any given month. Accordingly, in those two months of the year when employees receive three paychecks, deductions will only be taken on the first two paychecks. WATCHMAN agrees to pay the District by check or money order in the event WATCHMAN's pay is insufficient to cover the total monthly fee in any month.
  
2. Active employees vacating a Residence on the last day of a month will be considered to be paid in full at that time. However, deductions for employees vacating a Residence at any other time in a month will not cease until a prorated amount has been deducted from pay equal to one-half of the total monthly fee if the Residence is vacated before the 15<sup>th</sup> of the month, or the total monthly fee if the Residence is vacated after the 15<sup>th</sup> of month.

**B. Deposit**

WATCHMAN will deposit with the DISTRICT an amount equal to the total monthly fee as security. Said deposit must be maintained throughout the term of the Agreement. The DISTRICT shall have the right to utilize all or any portion of the deposit to cover fees and other costs not paid by WATCHMAN. WATCHMAN shall be responsible for replenishing the deposit as needed in order to maintain a balance equal to the total monthly fee. Any money remaining upon WATCHMAN'S vacating of the Residence may be returned to WATCHMAN pending final satisfactory inspection of the Residence.

C. Taxes and Utilities

WATCHMAN shall pay all taxes and all water, telephone, cable, gas, electricity and power bills, levied or charged on or in respect of WATCHMAN's occupation of the Residence for and during the Term, either as part of the total monthly fee or separately, as applicable.

D. Effect of Non-Payment or Default by WATCHMAN

If WATCHMAN fails to pay any of the fees due herein or fails to comply with any of the terms of this Agreement, or if WATCHMAN's employment by the DISTRICT is terminated for any reason, the DISTRICT may at any time thereafter at its election, declare said term ended and re-enter the Property or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove WATCHMAN and any persons occupying the RESIDENCE, as well as all property of WATCHMAN, without prejudice to any remedies which might otherwise be used for arrears of payment.

E. No Fee Reduction or Set Off

WATCHMAN'S agreement to pay fees is independent of each and every provision in this Agreement. WATCHMAN agrees that any claim WATCHMAN may have against the DISTRICT shall not be deducted from fees due herein nor set off against any claim for payment in any action.

**III. Authorized Occupants**

A. List of Proposed Occupants

WATCHMAN agrees that WATCHMAN has requested the persons listed on Exhibit 2 be allowed to reside with WATCHMAN at the Residence during the Term. WATCHMAN's request is subject to the prior approval and authorization of the DISTRICT.

B. Additional Occupant(s)

WATCHMAN agrees to provide ten (10) days advance written notice to the District of any additional occupant(s) WATCHMAN proposes to reside at the Residence for a period of thirty (30) or more consecutive days at any time during the Term. Such notice shall include the name, relationship to WATCHMAN, date of birth, Social Security number and driver's license number of each such additional occupant. WATCHMAN's request is subject to the prior written approval and authorization of the DISTRICT.





Land Base Telephone# \_\_\_\_\_  
Cell phone # \_\_\_\_\_ Pager # \_\_\_\_\_  
Key availability \_\_\_\_\_ Options (maintenance)

The following terms and conditions shall apply to WATCHMAN's occupancy of the Residence.

A. Not a Lease

WATCHMAN and the DISTRICT agree that this Agreement is not a lease and does not create a landlord/ tenant relationship between the DISTRICT and WATCHMAN. WATCHMAN shall not hold or be entitled to any claim, interest or estate of any kind in the Residence or any DISTRICT property.

B. Condition of Property

WATCHMAN hereby agrees and accepts the Residence in its "as is" condition. Upon execution and termination of this AGREEMENT, WATCHMAN shall participate in DISTRICT "check in" and "check out" procedures.

C. Primary Residence

WATCHMAN shall use the Residence as WATCHMAN's primary residence at all times during the Term. WATCHMAN will not permit the Property to remain vacant or unoccupied without the advance written consent of the DISTRICT. WATCHMAN agrees to notify the Chair of the Housing Committee or his or her designee in writing at least ten (10) days in advance if WATCHMAN will be absent from the Residence for a period of one (1) or more calendar weeks at any time during the Term; provided WATCHMAN shall remain at the Residence at all times during "extreme fire season" or any potential emergency event, as defined by the DISTRICT.

D. General Repairs and Maintenance of Residence by WATCHMAN

WATCHMAN agrees to keep the Residence and fixtures and its immediate surroundings in good repair and in clean and sanitary condition at all times during the Term. WATCHMAN agrees that no changes or alterations of the Residence shall be made or partitions erected without the prior written consent of the Chair of the Housing Committee or his or her designee. Any improvements made by WATCHMAN are at WATCHMAN'S expense and not reimbursable by the DISTRICT unless such reimbursement has been authorized by the General Superintendent in writing and in advance. WATCHMAN agrees to be responsible for maintenance and repair of the items listed on Exhibit 4.

E. Alterations and Additions by WATCHMAN

WATCHMAN will not make or permit any alterations of or upon any part of the Residence without the prior written authorization of the Chair of the Housing

Committee or his or her designee, including, but not limited to, decks, patios, air conditioners, fences, out buildings, room additions, hot tubs or swimming pools. All alterations and additions to the Property shall remain for the benefit of the DISTRICT. Any unauthorized changes or alterations to the Residence may be grounds for termination of this Agreement.

F. DISTRICT Responsibility for Major Repairs

The DISTRICT agrees that it shall be responsible for major repairs or replacements as listed in Exhibit 5. The General Superintendent shall determine whether the DISTRICT is responsible for any additional items not listed in Exhibit 5. In the event the Residence is destroyed or becomes otherwise uninhabitable due to fire or other casualty, the DISTRICT may at its option repair the Residence or terminate this Agreement.

G. Access to Property

WATCHMAN shall allow authorized DISTRICT personnel access to the Residence for the purpose of conducting inspections of the interior and exterior of the Residence and to make any alterations or repairs the DISTRICT determines should be made.

H. Indemnification by WATCHMAN

WATCHMAN agrees to indemnify and hold harmless the DISTRICT from and against any and all losses, claims, demands, suits, actions, recoveries, and judgments of every nature and kind arising out of any negligence, failure to act, and/or willful and wanton conduct on the part of WATCHMAN, authorized occupants, members of his or her household, or guests occurring in or around the Residence, adjacent areas, or the Assigned Area or in any way arising out of WATCHMAN's occupancy of the Residence.

I. Limitation of DISTRICT Liability Relating to the Residence

1. Except as provided by Illinois law, the DISTRICT shall not be liable for any damage occasioned by failure to keep the Residence in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or waste pipe, in, above, upon or about the Residence, nor for damage occasioned by water, snow or ice, being upon or coming through the roof, skylight, windows, trap door or otherwise, nor for any damage arising from acts of neglect of any third parties, including owners or occupants of adjacent or contiguous property or trespassers.

2. The DISTRICT shall not be liable for any damages or losses to person or property caused by anyone not under the direct control and specific order of the DISTRICT. The DISTRICT shall not be liable for personal injury or damage or loss of WATCHMAN's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, or other causes not within the control of the DISTRICT and WATCHMAN hereby releases the DISTRICT from all liability for such damage.

J. Prohibited Activities and Uses of Residence.

WATCHMAN is prohibited from engaging in the following activities:

1. Occupancy is prohibited in areas of the Residence not intended for habitation and otherwise prohibited by law, such as basements, attics, porches, garages, and storage sheds. WATCHMAN will not allow the Residence to be used for any purpose other than as a personal residence or for authorized DISTRICT purposes.

2. The Residence shall not be occupied, in whole or in part, by any person other than those listed herein as an authorized occupant or as otherwise authorized by the DISTRICT. WATCHMAN shall not lease all or any portion of the Residence, nor assign any of his or her rights or interests under this Agreement, in whole or in part.

3. WATCHMAN and any authorized occupants and invitees shall not engage in any activity or use the Residence for any unlawful purpose or purposes in violation of any federal, state or County law, rule or regulation, or the DISTRICT Code. WATCHMAN shall not permit the Residence to be used for any purpose in violation of any state, local or federal law or for any purpose that is contrary to the DISTRICT's activities or which could reasonably be expected to damage the reputation of the DISTRICT, including, but not limited to, conducting yard or garage sales, selling vehicles, or conducting any invitee business, such as a day care service on DISTRICT residence and/or property..

4. WATCHMAN, authorized occupants and invitees may not bring, use or keep flammable or explosive materials, including, but not limited to, naphtha, benzine, benzol, gasoline, benzine-varnish, gunpowder, fireworks, nitroglycerine, phosphorus, saltpeter, nitrate of soda, spirit-gas, or any flammable fluid or oil and same, shall not be allowed or used in or about the Residence without the prior written permission of the Chair of the Housing Committee. Small gas containers for lawn mowers and snowblowers are allowed, but they may not be kept in portions of the

Residence used for habitation. Illegal or controlled substances, including, but not limited to, marijuana, cocaine, heroin, designer drugs, and illegal drug paraphernalia shall not be allowed, used, grown or stored in or upon the Residence or the surrounding grounds under any circumstances. Violation of the terms of this section shall be grounds for immediate termination of this Agreement.

5. In accordance with the FPD Code Section 3-3-6, no WATCHMAN, authorized occupant or invitee may possess, carry, store, wear or conceal any revolver, pistol, shotgun, rifle or any other firearm, or dangerous or deadly weapon of any kind while in or at the Residence or Assigned Area. This provision shall not apply to any police officer of the District who must carry a firearm as may be necessary in the discharge of his or her duties as a District police officer.

L. Authorized Animals

The following apply to all animals kept by WATCHMAN on the DISTRICT's premises, including the Residence:

1. WATCHMAN shall not keep any dogs, cats or other animals in or about the Residence without the prior written approval of the DISTRICT as described in Section IV. The DISTRICT reserves the right to deny approval of WATCHMAN's request to bring animals in to the Residence or on DISTRICT property and to revoke such approval at any time in its sole discretion. If approval is granted, all authorized animals must (a) have and maintain all required current immunizations, including, but not limited to rabies immunization; (b) have and maintain current license/tags required by the municipality in which the Residence is located; and (c) be under control and/or restrained by means of a leash, confined to a crate or cage, or kept within fenced in areas sufficient to assure it is not in contact with the public and/or other animals at all times.

2. Animals designated by statute 510 ILCS 5/2 as "vicious dogs", "dangerous dogs", or "feral cats", including but not limited to animals that are generally recognized as having traits or a propensity for viciousness, aggression, or unprovoked attacks, including but not limited to Rottweiler's, Pit Bulls and Doberman Pinschers, are prohibited by the DISTRICT.

3. WATCHMAN's personal pets are not considered by the DISTRICT to be sentry or police dogs, regardless of whether they are professionally trained unless specifically designated as a police dog and approved in

writing in advance by the DISTRICT's Chief of Police. Said personal pets are neither property of nor authorized agents of the DISTRICT.

4. WATCHMAN is required to provide evidence of current immunization records, along with picture(s) of his or her animal(s) at the time of signing the Agreement. No animal will be permitted on District premises or in the Residence unless and until such documentation is provided.

5. WATCHMAN must provide evidence of current immunization and licensing annually by June 1 of each year during the Term. Failure to do so will result in termination of this Agreement and WATCHMAN's occupancy of the Residence.

M. WATCHMAN Vehicles

The following shall apply to all vehicles brought by WATCHMAN onto the DISTRICT's premises:

1. WATCHMAN shall not keep any vehicles in or about the Residence without the prior written approval of the DISTRICT as described in Section IV. WATCHMAN may not have any vehicles at the Residence that do not display current tags and licenses. Except where permission has been granted, only vehicle(s) owned by the DISTRICT or WATCHMAN will be allowed to remain at the Residence or on DISTRICT property.

2. Authorized road vehicles must be appropriately licensed.

3. Authorized snowmobiles must have current tags and may be operated only in designated areas of the Forest Preserves and only with a current DISTRICT permit.

4. Authorized boats, canoes, RV's and other water vehicles must be appropriately licensed.

N. Signs

The DISTRICT reserves the right to place any signage it deems appropriate on or near the Residence any time during the Term and may not be removed. WATCHMAN shall not post any signs or placards, including, but not limited to, signs saying, "Guard Dog on Duty" or "Do Not Enter," at or near the Residence without the prior written authorization of the Chair of the Housing Committee or his or her designee.

## **VI. Watchman Duties and Responsibilities**

WATCHMAN shall have the following responsibilities and duties during the Term:

### A. Assigned Area

WATCHMAN shall be assigned a specific geographic area of the DISTRICT which WATCHMAN is required to inspect and maintain (the "Assigned Area"). The Assigned Area will be determined by the Housing Committee.

### B. Availability of WATCHMAN

#### 1. Communication Devices

WATCHMAN is required to have in his or her possession at all times and maintain the DISTRICT provided communication device and be available to answer calls for assistance with fires or other emergencies twenty-four (24) hours per day, seven (7) days per week, unless on an approved leave. WATCHMAN agrees to notify the Chair of the Housing Committee or his or her designee if WATCHMAN intends to also use a telephone answering device as well as provide a personal cell number and personal pager number if available.

#### 2. Contact Information

WATCHMAN must provide at least one personal number, either cell or home, in addition to the DISTRICT provided communication device for the DISTRICTS "One Call Now" system and must be available to respond to calls at such number(s) and system. .

#### 3. Timely Response

WATCHMAN shall be obligated to answer all calls that are received on the DISTRICT provided communication device and/ or WATCHMAN's provided personal number as quickly as possible, but in no event more than one (1) hour after the call/message is received. WATCHMAN must respond to any call or message as soon as reasonably possible, but in no event longer than three (3) hours after a call has been made. If the WATCHMAN fails to answer a call within one (1) hour or fails to respond to any phone call within three (3) hours WATCHMAN must submit a written explanation for such failure to the Chair of the Housing Committee or his or her designee. After two such incidents during the Term, WATCHMAN'S performance will be subject to review by the Housing



Committee and may result in termination of the Agreement and WATCHMAN's occupancy of the Residence.

#### 4. Specific Duties

Examples of specific duties include, but are not limited to:

Serving on "Fire Watch";  
Responding to unplanned wildfires;  
Responding to fallen trees or limbs that cause hazards to the public  
Protection-assistance, call for medical assistance;  
Surveillance-report all suspicious activity on property and including any hunting;  
Maintenance - picking up of trash on WATCHMAN's boundaries; and  
Safety reports of any dangerous conditions on property, any fires and shooting of any kind.  
Snow removal and flood assistance as needed.

#### C. General Inspection and Maintenance Responsibilities for the Assigned Area:

WATCHMAN's duties and responsibilities for the Assigned Area include the following:

1. WATCHMAN shall inspect the Assigned Area and all facilities within the Assigned Area for vandalism and, if found, immediately report it to the DISTRICT Police Department. If vandalism is observed in progress, WATCHMAN must obtain as much information as possible and immediately report it to the DISTRICT Police Department.
2. WATCHMAN shall inspect the Assigned Area for dumping. If the dumping is minor, WATCHMAN must remove it. If the dumping is major, WATCHMAN must immediately report it to the Division Superintendent. If dumping is observed in progress, WATCHMAN must obtain a description of the person and/or vehicle involved, including the vehicle make, model and license plate number, and immediately report it to the DISTRICT Police Department. WATCHMAN must also include incidents of dumping in his or her monthly reports.
3. WATCHMAN shall inspect the Assigned Area for illegal hunters and, if found, immediately report them to the DISTRICT Police

Department. WATCHMAN must also include incidents of hunting in his or her monthly reports

4. WATCHMAN shall inspect the Assigned Area for unauthorized construction and boundary encroachments, especially by adjacent homeowners. WATCHMAN must also include incidents of construction and encroachments in monthly reports

5. WATCHMAN shall inspect the Assigned Area for fire and, if found, immediately extinguish it, if practicable, and report the location to the DISTRICT Police Department and the DISTRICT, as well as follow all procedures contained in the DISTRICT's Fire Watch and Emergency Procedures Booklet.

6. WATCHMAN shall provide assistance and information to visitors as requested and report incidents and types of assistance provided in his or her monthly report.

7. WATCHMAN shall conduct a complete inspection of the Assigned Area each week, including water bodies.

8. WATCHMAN shall perform all duties as outlined in the Fire Watch and Emergency Response Procedures Booklet. WATCHMAN must be a Certified Burn Crew Member by Chicago Wilderness as of the beginning date of this Agreement.. WATCHMAN agrees to be available to report for "fire duty" and to keep in his possession at all times NOMEX fire suit, Helmet/Face shield, ear and neck protector, fire gloves (Watchman shall be responsible for all equipment if lost, stolen or misused.) WATCHMAN shall answer all fire calls from the DISTRICT. WATCHMAN, in addition to performing his/her duties as a WATCHMAN shall remain on the Property and Assigned Area during any time the DISTRICT designates as "extreme fire conditions".

9. In the event of storm damage, WATCHMAN must assist in the removal of trees, limbs and other obstructions in the Assigned Area or any other area as assigned by the DISTRICT.

10. If WATCHMAN's Residence is attached or adjacent to a DISTRICT facility, WATCHMAN shall be responsible for the removal of snow in designated areas of the attached or adjacent facility, including but not limited to walkways and parking lots. Should a snowfall of two (2) inches or greater occur after normal business hours of the facility, WATCHMAN shall clear a designated area of the facility prior to the start of normal hours of the facility on the business next day.

11. WATCHMAN must provide emergency response assistance as requested by the DISTRICT's Incident Commander

12. WATCHMAN shall remove and report any signs or placards posted or placed anywhere in the Assigned Area, unless such sign or placard is posted with the written consent of the DISTRICT

13. WATCHMAN shall submit a written report to the Division Superintendent and the Chair of the Housing Committee or his or her designee on the first (1st) and the fifteenth (15th) of each month during the Term summarizing all activities occurring in the Assigned Area during the reporting period involving items 1 through 7. Such reports must be submitted within two (2) days of the due date. In the event of a failure to timely submit said report, WATCHMAN may receive a reminder call from the Housing Committee Chair. If this reminder is a common occurrence, more than four (4) times within a twelve (12) month period, a hearing will be scheduled to determine whether WATCHMAN is eligible for continued participation in the Resident Watchman Program.

14. Grass cutting and mowing is to be done on WATCHMAN's personal time. Boundaries for mowing will be determined by the Housing Committee.

D. WATCHMAN Certification, Licensure and Training Responsibilities:

WATCHMAN must keep all required certifications current and obtain any new certifications and training that the DISTRICT may require during the Term. Failure to comply may result in termination of the Agreement. WATCHMAN is responsible for:

1. WATCHMAN must be and remain in possession of a current Certificate of Burn Training. (Minimum certification of S130/S190) or be a Chicago Wilderness Midwest Ecological Prescription Burn Crew Member.
2. WATCHMAN must be and remain in possession of a valid Chain Saw Operator (CSO) or Chain Saw Operator Assistant (CSOA) Certificate.
3. WATCHMAN must participate in at least one prescription burn per year with a DISTRICT Resource Management crew, and
4. WATCHMAN must receive snow removal equipment/plow usage training if the Residence is attached or adjacent to a DISTRICT facility for which WATCHMAN is responsible.

## **VII. Termination of Agreement**

This Agreement and WATCHMAN's occupancy of the Residence may be terminated as follows and in accordance with the DISTRICT's Resident Watchman Program (a current copy of which is attached as Exhibit 6) as in existence from time to time:

### **A. Performance of Duties**

WATCHMAN must adhere to all provisions of this Agreement and the Resident Watchman Program and must satisfactorily perform all duties and responsibilities described in this Agreement. Failure to do so may result in the termination of this Agreement and WATCHMAN's occupancy of the Residence.

### **B. Maintenance of Certifications, Licenses and Training**

WATCHMAN must maintain as current all certifications and licenses listed in Section VI.D. at all times during the Term. WATCHMAN must also obtain other licenses and certifications and undergo any training that may be required by the DISTRICT from time to time during the Term. Failure to do so may result in the termination of this Agreement and WATCHMAN's occupancy of the Residence.

### **C. Inability to Perform**

This Agreement and WATCHMAN's occupancy of the Residence shall be terminated based on the inability of WATCHMAN to perform his or her duties under Agreement for a period of ninety (90) or more days in any twelve (12) month period during the Term.

### **D. Termination of Employment, Death and Retirement**

This Agreement and WATCHMAN's occupancy of the Residence may be terminated in the event of WATCHMAN's death or retirement, or in the event of his or her termination of employment with the DISTRICT for any reason.

### **E. Abandonment**

This Agreement and WATCHMAN's authorization to reside in the Residence shall terminate in the event WATCHMAN abandons or vacates the Residence.

### **F. Compliance with Laws, Rules and Regulations**

WATCHMAN will in every respect comply with the Employee Rules and Regulations of the DISTRICT, ordinances of the DISTRICT and the County of Cook, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, and with the rules and orders of the fire department in respect to any matters coming within their respective jurisdictions. Failure to do so may result in the termination of this Agreement and WATCHMAN's occupancy of the Residence.

G. Destruction of Residence

In the event the Residence is destroyed or becomes otherwise uninhabitable due to fire or other casualty, the DISTRICT may at its option terminate this Agreement.

H. Occupancy after Termination of Agreement

If WATCHMAN or any authorized occupant continues to occupy the Residence or any part thereof following the termination of this AGREEMENT and after any post-termination period of authorized occupancy permitted in the Resident Watchman Program, WATCHMAN shall pay the DISTRICT a penalty of \$50.00 (Fifty Dollars) per day until the Residence is vacated. WATCHMAN shall also pay for all damages sustained by the DISTRICT resulting from unauthorized retention of possession by WATCHMAN after termination of this AGREEMENT.

I. Removal of Personal Property.

In the event that WATCHMAN does not promptly remove all personal property upon termination of this Agreement, the DISTRICT may remove and dispose of all personal property of WATCHMAN remaining in or around the Residence upon termination of this Agreement and WATCHMAN'S authorization to occupy the Residence; provided. the DISTRICT reserves the right to use such personal property to offset any outstanding occupancy fees and damages owed by WATCHMAN, in addition to any final compensation owed to WATCHMAN.

Watchman agrees and acknowledges that funds owed for occupancy fees, security deposits, and other related damages are a debt owed to the DISTRICT and that they are not entitled to receive their final check until they have satisfied the aforementioned debt and vacated the Property. WATCHMAN shall be given written notice of any outstanding amounts due to the DISTRICT and shall be given the opportunity to appeal the matter to the Housing Committee or make full payment within ten (10) days of the date of the written notice.

**VIII. Miscellaneous**

A. Severability

If any clause, phrase, provision or portion of this AGREEMENT or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this AGREEMENT nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

B. Modification of Agreement

The terms of this Agreement may not be modified, rescinded, or extended in any way other than by written and duly executed addendum to this Agreement by and between WATCHMAN and the DISTRICT. The only Officers authorized to agree to any modification of this Agreement on behalf of the DISTRICT are the President and the General Superintendent.

WITNESS the hands and seals of the parties hereto, as of the Date of this AGREEMENT stated above.

WATCHMAN:

FOREST PRESERVE DISTRICT of  
Cook County, Illinois

\_\_\_\_\_

By: \_\_\_\_\_  
General Superintendent

**PAYROLL DEDUCTION AUTHORIZATION**

See Attached

RESIDENT WATCHMAN FEE DEDUCTION FORM

I, \_\_\_\_\_, a Resident Watchman, living at \_\_\_\_\_, in House Building # \_\_\_\_\_ warrant that I agree and understand that the Forest Preserve District of Cook County shall deduct my Resident Watchman Fee from my paychecks. The fee will be deducted from my paycheck each pay period on an installment basis.

The Pay Period deductions shall be calculated in the following manner: The monthly Resident Watchman Fee (plus utilities if in an attached residence) shall be multiplied by 12, the number of months in one year. Said number shall equal the Total Watchman Resident Fee for the year. The Total Resident Watchman Fee shall then be divided by the number of pay periods per year. This sum will be the amount deducted from each pay period.

Monthly Resident Watchman Fee<sup>1</sup>: \_\_\_\_\_

Circle one

- Free Standing Residence
- Adjacent Property
- Adjacent Property/Utilities Included in fee

Total Resident Watchmen Fee: \_\_\_\_\_

The Forest Preserve District of Cook County has my permission to deduct wages/salary from my paychecks for the following purpose and in the following amount:

Purpose: Monthly Resident Watchman Fee

Amount Deducted Per Pay Period: \_\_\_\_\_

I agree to and authorize the Forest Preserve District of Cook County to deduct money from my wages/salary for the purpose of paying my Resident Watchman Fees. If for any reason I vacate the Watchman Residence, I agree to be held responsible for the Total Fees owed while living on the premises.

Resident Watchman

Forest Preserve District of Cook County

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Resident Watchmen are responsible for paying their own utilities. If an Adjacent/Attached Watchman Residence shares the District's utilities, said Watchman shall be responsible for his/her share of the utility cost. Said utility costs for an Adjacent/Attached Residence will be indicated in Watchman's monthly fee.



**REQUESTED AUTHORIZED RESIDENTS**

Name Relationship to WATCHMAN      Date of Birth SSN IL      Driver's License

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**PROPOSED WATCHMAN PERSONAL PROPERTY**

List of all personal property authorized by WATCHMAN, subject to the approval of the DISTRICT, to occupy the Property (See Section IV.):

**A. Pets/Animals**

	Species	Name	Tag #	Current Immunization Record or tag #
1.	_____			
2.	_____			

**B. Automobiles**

	Make/Model/Year	Current Plate #	Current Sticker Cook County/other
1.	_____		
2.	_____		
3.	_____		

**C. Recreational Vehicles (Boat/Snowmobile/RV's/Trailers)**

	Type of vehicle	Plate	Current Tag #
1.	_____		
2.	_____		
3.	_____		

### **WATCHMAN REPAIR AND MAINTENANCE RESPONSIBILITIES**

The Following information lists items that are considered to be Watchman's responsibility. If an issue arises that is not clearly defined, the Housing Committee will review the matter and make a recommendation to the General Superintendent.

#### **WATCHMAN MAINTENANCE RESPONSIBILITY**

1.	Electrical	Replacing all bulbs, fuses, and fixtures as desired or needed
2.	Plumbing	Repairing minor items, including cleaning and rodding lines and traps.
3.	Heating	Supplying and replacing air filters, fan belts, providing humidifier maintenance, and cleaning ducts.
4.	Air Conditioning/ Window Units	Providing their own window mounted air conditioning units and the installation, removal and maintenance of said units.
5.	Water	Protecting systems from freezing, including outside service valves, responsible for providing and maintaining water softener equipment.
6.	Painting	Painting and decorating of all appropriate inside surfaces.
7.	Windows/Glazing	Repairing all broken glass and defective putty and all defective screens.
8.	Carpentry	Performing all minor carpentry work.
9.	Floors	Furnishing, installing and maintaining all floor surfaces to include sealing, waxing, polishing, shampooing and cleaning as required.
10.	Road & Drainage	Keeping existing culverts and drainage open to preserve road stability, including removing debris.
11.	Trash	Collecting all refuse in and around the Residence and placing it in in DISTRICT-provided garbage cans.
12.	Lawns & Grounds	Providing routine care of lawns, trees, shrubs, fences, etc., on the immediate grounds surrounding the Residence.
13.	Snow Removal	Removing snow from Residence sidewalks, walkways and driveways.
14.	Vermin	Providing extermination services as required for the removal of insects, rodents, or other wildlife that are potentially destructive to the Residence.
15.	Alarms	Replacing batteries and cartridges to insure that all

		smoke detectors and carbon monoxide monitors are operating properly.
16.	Down Spouts	Maintaining down spouts in place and in working condition to ensure the Residence is protected from water damage.
17.	Appliances	Maintaining all appliances including but not limited to, stoves, refrigerators, ovens, water softeners in operating condition.

**DISTRICT'S REPAIR AND REPLACEMENT RESPONSIBILITY**

The Following information lists items that are considered to be the DISTRICT's responsibility. If an issue arises that is not clearly defined, the Housing Committee will review the matter and make a recommendation to the General Superintendent.

1.	Electrical	Replacement of the whole or a major part of service line to the residence master control panel and rewiring of existing fixtures. (Fuses, bulbs and fixtures NOT included).
2.	Plumbing	Replacement of water heater when determined defective. Replacement of sump pump and defective plumbing lines.
3.	Heating	Replacement of the whole or a major part of the heating system, chimney, flue, fan and fan motor, burner and burner motor, fuel filter, oil tanks, stack switch, fan and limit switch.
4.	Central Air	When the cost of repair is normal and reasonable the DISTRICT will repair an existing Central Air Conditioning unit. Should the cost exceed the value of the unit, the DISTRICT reserves the right to decline to repair the unit. The DISTRICT does not assume responsibility of replacing the unit. Watchman may request permission from the Housing Committee to complete the repairs at Watchman's expense.
5.	Roof	Replacement of the whole or a major part of the roof, including the gutter system.
6.	Water	Replacement of the whole or a major part of the water system shall include main well, pump, well piping and pressure tank and electrical component.
7.	Sewer & Septic	Replacement of the whole or a part of the septic system or exterior sewer line. Does not include rodding of open lines inside building. Pumping of septic tanks.
8.	Carpentry	Replacement of any major structural defects.
9.	Structures	Major structural repairs, such as foundation repairs, etc.
10.	Lawns & Grounds	Removal of large tree limbs that may constitute safety hazards of damage to DISTRICT property.
11.	Sewer & Septic	Cleaning all lines to the septic tanks and pumping out of septic tanks.
12.	Gutters	Keeping gutters clean, down spouts in place and in working conditions, so as to protect the building from water damage.

13.	Exterior Painting	Outside exterior will be painted using colors chosen by the DISTRICT.
14.	Road & Drainage	Maintaining road surfaces including filling of potholes.

**<Insert copy of Resident Watchman Program>**



**FOREST PRESERVE DISTRICT OF COOK COUNTY**

**RESIDENT WATCHMAN SUPERVISOR CERTIFICATION**

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**As this employee's immediate supervisor, please provide the information requested below, including your comments and recommendations, regarding this employee's application to be considered for participation in the Resident Watchman Program.**

**Employee/Applicant Name** \_\_\_\_\_

**Job Title and Post of Duty** \_\_\_\_\_

**Supervisor's Name and Title** \_\_\_\_\_

**Department** \_\_\_\_\_

**Length of Time in Current Position/Department** \_\_\_years \_\_\_months

**Length of Time Under Current Supervisor** \_\_\_years \_\_\_months

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1. **Has this employee been in sick/no pay, absent/no pay or unexcused absence status at any time during the past 12 months?** Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, Please explain in detail (Periods of time when the employee has been on an authorized leave of absence should not be counted.):

\_\_\_\_\_  
\_\_\_\_\_

2. **Provide a detailed summary of the specific job duties and responsibilities of this employee while under your supervision, in particular during the last 12 months.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Have you counseled, warned or otherwise disciplined this employee during the previous twelve (12) month period? If so, explain in detail.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



4. Do you know of any aspect of this employee's employment history within the past twelve (12) that would relate to consideration of his or her application to be a Resident Watchman? If yes, please explain.

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(Attach additional pages if necessary.)

Forest Preserve District of Cook County employees are strictly prohibited from taking political reasons or factors or other unlawful influence into consideration regarding any action related to the Resident Watchman Program. I certify that I understand that prohibition and have complied with it. I certify, under penalty of perjury, that, to the best of my knowledge, political reasons or factors did not enter into consideration with regard to the action(s) identified in this document. I understand that failure to comply with the above and/or failure to submit an accurate certification may result in disciplinary action up to and including immediate discharge and may subject me to prosecution for perjury under Illinois law.

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Signature

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Date



## RESIDENT WATCHMAN APPLICATION

This application is for consideration as a Resident Watchman for the Forest Preserve District of Cook County (the "District"). Only full-time employees of the District are eligible for consideration. If you are selected, you must agree to comply with all provisions of the Resident Watchman Program as in effect from time to time and to sign and comply with a Resident Watchman Occupancy Agreement. You must complete a separate application for each District-owned residence for which you wish to apply. All applications must be (1) submitted within the time allowed, (2) completed in full and signed, and (3) include all required attachments.

**Date of Application:** \_\_\_\_\_

**Date Received (*Office Use Only*):** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Job Location:** \_\_\_\_\_

**Immediate Supervisor:** \_\_\_\_\_

**Applying For:** \_\_\_\_\_

\_\_\_\_\_  
**(HB#)**

\_\_\_\_\_  
**Address**

Exhibit D

**Relevant Skills and Training:**

1. As part of your normal job duties with the District or in a previous job, do you have the following:

(a) Experience with fire suppression? Yes No

If yes, please explain: \_\_\_\_\_

(b) Experience using a chain saw? Yes No

If yes, please explain: \_\_\_\_\_

2. Are you currently on personal leave, leave pursuant to the Illinois Workers' Compensation Act, or disability leave? Yes No

If yes, please indicate the date you anticipate returning to work and explain the basis for such assertion: \_\_\_\_\_  
\_\_\_\_\_

3. Do you possess the following :

(a) Current Certificate of Burn Training Yes No  
*(Minimum certificate of S130/S190 or Chicago Wilderness Ecological Prescription Burn Crew Member)*

(b) Current Chain Saw Operator Assistant Certificate Yes No

(c) Valid State issued Driver's License Yes No  
*(Attach photocopy of Driver's License)*

4. Please list any additional relevant experience, training or certifications you have *(Attach copies of certification and additional sheets if necessary):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Please attach a Supervisory Certification form completed by your immediate supervisor who has knowledge of your job duties and responsibilities.

Exhibit D

6. Occupant(s) of Residence:

List of all persons you intend to reside at the residence (subject to the approval of the DISTRICT):

	Name	Relationship	DOB	SSN	Driver's License
1.	_____				
2.	_____				
3.	_____				
4.	_____				
5.	_____				
6.	_____				

I certify that I have read and understand the Resident Watchman Program and Occupancy Agreement and that I am willing and able to perform all duties and responsibilities listed in the Occupancy Agreement. I understand that failure to comply with the Resident Watchman Program and Occupancy Agreement and failure to perform the listed duties and responsibilities may result in the termination of the Occupancy Agreement by the Housing Committee.

I hereby certify that, to my knowledge and belief, no political reasons or factors have or will be taken into consideration or influence my application to become a Resident Watchman, and I acknowledge my duty to report any such consideration or influence if and when I become aware of it.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Exhibit E



Forest Preserve District of Cook County  
Housing Committee

Applicant Evaluation Form

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Employee/Applicant Name \_\_\_\_\_ Department \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Department Head Name \_\_\_\_\_

Does applicant have the ability and willingness to perform all duties and responsibilities of a Resident Watchman?

YES NO

If no, provide details:

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Has applicant been subject to disciplinary action(s) or had documented attendance problem(s) within the past twelve months?

YES NO

If yes, provide details:

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Does applicant have prior experience with fire suppression?

YES NO

If Yes, provide details:

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Does applicant possess a current Certificate of Burn Training?

YES NO

Does applicant possess a Chain Saw Operator (CSO) or Chain Saw Operator Assistant (CSOA) Certificate?

YES NO

Does applicant have prior experience with chain saw operation?

YES NO

If yes, provide details:

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Is there anything in applicant's work history that indicates he or she would not be a suitable Resident Watchman? YES NO

If yes, provide details.

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Does applicant's attendance record indicate he or she would be dependable in performing the duties of a Resident Watchman? YES NO

If no, provide details:

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Does applicant's Supervisor Certification Form confirm applicant's suitability to be a Resident Watchman? YES NO

Explain response in detail:

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List any other relevant experience, training or certifications applicant possesses:

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Description of applicant's current District job duties:

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Overall rating of Applicant (Circle one that applies): 1 2 3 4 5

Rating key: 1\* – Highly qualified; e.g., possesses all minimum and preferred qualifications, has additional relevant training, experience and certifications that are beyond those required and preferred, and has no history of attendance or other disciplinary problems.

2 – Very qualified; e.g., possesses all minimum qualifications and some preferred qualifications and/or additional relevant training, experience or certifications and has no history of attendance or other disciplinary problems.

3 – Qualified; e.g., possesses all minimum qualifications but no preferred qualifications and has no attendance or other disciplinary problems.

**4 – Minimally qualified; e.g., possesses all minimum qualifications but no preferred qualifications and has a history of some attendance or other disciplinary problems.**

**5\* – Not qualified; e.g., does not possess all minimum qualifications and/or has a history of significant or repeated attendance or other disciplinary problems**

**\*A rating of 1 or 5 must be explained in detail in the comments section below.**

Comments:

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**Forest Preserve District of Cook County employees are strictly prohibited from taking political reasons or factors or other unlawful influence into consideration regarding any action related to the Resident Watchman Program. I certify that I understand that prohibition and have complied with it. I certify, under penalty of perjury, that, to the best of my knowledge, political reasons or factors did not enter into consideration with regard to the action(s) identified in this document. I understand that failure to comply with the above and/or failure to submit an accurate certification may result in disciplinary action up to and including immediate discharge and may subject me to prosecution for perjury under Illinois law.**

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**Forest Preserve District  
Resident Watchman Applicant  
Selection Form**

Date: \_\_\_\_\_

Applicant Selected Name \_\_\_\_\_

Department \_\_\_\_\_

Supervisor Name \_\_\_\_\_

Vote Tally: Yeas: \_\_\_ / Nays: \_\_\_

HB# \_\_\_\_\_ Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

+++++

**Justification for Selection: (If an applicant who was not the highest ranked or who received a score of "1" on any Applicant Evaluation Form is selected, a further detailed explanation must be included below.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Forest Preserve District of Cook County employees are strictly prohibited from taking political reasons or factors or other unlawful influence into consideration regarding any action related to the Resident Watchman program. I certify that I understand that prohibition and have complied with it. I certify, under penalty of perjury, that, to the best of my knowledge, political reasons or factors did not enter into consideration with regard to the action(s) identified in this document. I understand that failure to comply with the above and/or failure to submit an accurate certification may result in disciplinary action up to and including immediate discharge and may subject me to prosecution for perjury under Illinois law.

**Housing Committee:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_





## FOREST PRESERVE DISTRICT OF COOK COUNTY Housing Committee

### RESIDENT WATCHMAN QUARTERLY REPORT

Date: \_\_\_\_\_ Quarter (circle one) 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> of 20\_\_\_\_

Resident Watchman: \_\_\_\_\_ HB# \_\_\_\_\_

- |  |     |    |
|--|-----|----|
| 1. Continued to meet minimum qualifications                | Yes | No |
| 2. Performed his/her duties in a satisfactory manner       | Yes | No |
| 3. Submitted timely bi-weekly reports                      | Yes | No |
| 4. Complied with all provisions of the Occupancy Agreement | Yes | No |
| 5. Was not subject to disciplinary action                  | Yes | No |

If the answer is No to any of the above, please explain (use extra sheet of paper if needed):

As the Chairman (or his/her designee) of the District's Housing Committee I have monitored and reviewed the performance of the Resident Watchman listed above at least once each quarter of the year, and that the information contained herein is true and correct with respect to the Resident Watched named herein.

Forest Preserve District of Cook County employees are strictly prohibited from taking political reasons or factors or other unlawful influence into consideration regarding any action related to the Resident Watchman Program. I certify that I understand that prohibition and have

Exhibit G

complied with it. I certify, under penalty of perjury, that to the best of my knowledge, political reasons or factors did not enter into consideration with regard to the action(s) identified in this document. I understand that failure to comply with the above and/or failure to submit an accurate certification may result in disciplinary action up to and including immediate discharge and may subject me to prosecution for perjury under Illinois law.

Signed: \_\_\_\_\_ Print: \_\_\_\_\_



**FOREST PRESERVE DISTRICT OF COOK COUNTY**  
**RESIDENT WATCHMAN PROGRAM RENEWAL APPLICATION**

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**Print Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Job Location:** \_\_\_\_\_

**Immediate Supervisor:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**HB #** \_\_\_\_\_

**Years at residence:** \_\_\_\_\_

This application is to request consideration for renewal of the term of your agreement to serve as a Resident Watchman for the Forest Preserve District of Cook County (the "District"). Only full-time employees of the District are eligible for consideration. If your term is renewed, you must agree to comply with all provisions of the Resident Watchman Program as in effect from time to time and to sign and comply with a Resident Watchman Occupancy Agreement. Your renewal application must be (1) submitted within the time allowed, (2) completed in full and signed, and (3) include all required attachments.

**Possession of Skills and Certifications**

1. Are you currently on personal leave, leave pursuant to the Illinois Workers' Compensation Act, or disability leave? Yes   No

If yes, please indicate the date you anticipate returning to work and explain the basis for such assertion:

\_\_\_\_\_

\_\_\_\_\_

2. Do you possess the following:

(a) Current Certificate of Burn Training? Yes   No  
(Minimum certification of S130/S190 or Chicago Wilderness  
Ecological Prescription Burn Crew Member)

Exhibit H

(Attach copy)

(b) Current Chain Saw Operator Assistant Certificate? Yes No

(Attach copy)

(c) Valid state issued driver's license? Yes No

(Attach copy)

3. List all persons currently residing at the residence if different from those previously known and approved by the District.

<u>Name</u>	<u>Relationship</u>	<u>DOB</u>	<u>SSN</u>	<u>Driver's license number</u>
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\*\*\*\*\*

I wish to continue my participation in the Forest Preserve District of Cook County Resident Watchman Program. I certify that I have read and understand the current copy of the Resident Watchman Program and Occupancy Agreement and agree to the terms and conditions of the Occupancy Agreement. I certify that I am willing and able to perform all duties and responsibilities as listed in the Occupancy Agreement. I understand that failure to comply with the Agreement and failure to perform the listed duties and responsibilities may result in the termination of the Occupancy Agreement by the Housing Committee. I hereby certify that, to my knowledge and belief, no political reasons or factors have or will be taken into consideration or influence my application for renewal as a Resident Watchman, and I acknowledge my duty to report any such consideration or influence if and when I become aware of it.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

---



**Forest Preserve District  
Resident Watchman Renewal Applicant  
Selection Form**

Date: \_\_\_\_\_

Applicant Selected for Renewal Name \_\_\_\_\_

Department \_\_\_\_\_

Supervisor Name \_\_\_\_\_

Vote Tally: Yeas: \_\_\_ / Nays: \_\_\_

HB# \_\_\_\_\_ Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

+++++

**Justification for Selection for Renewal:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Forest Preserve District of Cook County employees are strictly prohibited from taking political reasons or factors or other unlawful influence into consideration regarding any action related to the Resident Watchman program. I certify that I understand that prohibition and have complied with it. I certify, under penalty of perjury, that, to the best of my knowledge, political reasons or factors did not enter into consideration with regard to the action(s) identified in this document. I understand that failure to comply with the above and/or failure to submit an accurate certification may result in disciplinary action up to and including immediate discharge and may subject me to prosecution for perjury under Illinois law.

**Housing Committee:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_