



## Legislation Details (With Text)

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<b>File #:</b>	15-0254	<b>Version:</b>	1	<b>Name:</b>	Fees and Occupancy of District Lands
<b>Type:</b>	Ordinance Amendment	<b>Status:</b>		<b>Status:</b>	Approved
<b>File created:</b>	3/20/2015	<b>In control:</b>		<b>In control:</b>	Legislation and Intergovernmental Relations
<b>On agenda:</b>	4/14/2015	<b>Final action:</b>		<b>Final action:</b>	5/19/2015
<b>Title:</b>	PROPOSED ORDINANCE AMENDMENT				

Title 1 Chapter 9 Section 3 - Fees and Occupancy of District Lands.

BE IT ORDAINED, by the Cook County Board of Commissioners, that Title 1 - Administrative, Chapter 9 - Land Acquisitions and Dedications, Section 3 - Fees and Occupancy of District Lands of the Forest Preserve District of Cook County Code is hereby amended as Follows:

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### 1-9-3: - FEES AND OCCUPANCY OF DISTRICT LANDS.

A. Occupancy by Other than Forest Preserve District Employees: Hereafter, all leases, privileges and occupancy must be requested by the applicant from the Board of Forest Preserve Commissioners, and no leases or permits of occupancy shall be given without first having the approval of the Board.

B. Resident District Employees: Employee occupancy shall be governed as follows:

1. All Employees occupying residences are required and must agree to perform the following duties.

a. Must be thoroughly familiar with District boundaries within their assigned area and make periodic inspections to make certain that District property is protected and report any prohibited or illegal activity and encroachments.

b. Be on constant watch for fires. During times of extreme fire dangers, must be available to report for fire duty. All watchman residents must be fire certified as a burn crew member and be in possession of the issued personal fire protection gear, flapper and/or backpack pump.

c. Check all bodies of water; clean up all minor debris; check all facilities for vandalism; and during the appropriate seasons check area frequently for illegal hunters.

d. Complete and submit Resident Watchman Report on a bi-monthly basis.

e. Must be constantly aware that as a public employee residing on public lands assistance must be offered to those visitors who need and request help and/or information. Must ensure that the District provided sign indicating that the residence is a Watchman Residence is prominently posted at all times.

2. All occupants of District residences will pay utilities costs (heat, electric, water and sewage).

3. An employee granted permission to occupy a Residence that is attached to a District facility shall pay an occupancy fee of Four Hundred and sixty-eight dollars (\$468.00) per month.

4. An employee granted permission to occupy a Residence that is adjacent to a District facility shall pay an occupancy fee of Five Hundred and eighty-five dollars (\$585.00) per month.

5. An employee granted permission to occupy a Free Standing residence shall pay an occupancy fee of Seven Hundred and two dollars (\$702.00) per month.

6. Every two years, subject to approval for renewal of the Occupancy Agreement, every resident will sign a new agreement with any changes that have been voted upon by the Housing Committee and approved by the General Superintendent. Any fee increase will commence at this time based on the Consumer Price Index added to the current fee and incorporated into the new Occupancy Agreement.

7. All fees collected will be placed into a Special Revenue fund, which will be used to maintain the major repairs of the residences and/or build standard maintenance facilities with an attached apartment. A house that has been deemed obsolete or is a burden to the District will be authorized for demolition.

8. The Housing Committee shall conduct no less than one annual inspection of all residences. If

a house has been deemed by the Housing Committee to be obsolete or a burden to the District, a recommendation for demolition will be presented to the Board of Commissioners. The Housing Committee may authorize random inspections of each residence in the Housing Program as deemed necessary to maintain the integrity of the program and compliance with the terms of the Occupancy Agreement.

9. All residents will be responsible for "Minor Maintenance" and the Forest Preserve District will be responsible for "Major Maintenance", as each term is defined in the Occupancy Agreement.

10. This section, relating to Fees and Occupancy of District Lands, shall be re-evaluated by the Housing Committee and reported to the General Superintendent on an annual basis. An Annual Report, which will include any recommended changes, shall be placed on the Agenda of the March meeting of the Forest Preserve District Board of Commissioners.

11. Those employees who retire or resign from employment with the District shall be required to vacate the premises within a reasonable time, not to exceed sixty (60) days after their last day of employment. Retirees and employees who resign shall be responsible for paying all required fees.

12. Widows/Widowers of employees shall be required to vacate the premises within a reasonable period of time, not to exceed six (6) months after the spouse's demise, provided widows/widowers are appropriately indicated in the Occupancy Agreement. Widows/Widowers shall be responsible for paying all required fees, but shall not be responsible for providing services of the Occupancy Agreement.

13. The General Superintendent shall establish policies and procedures for the occupancy of District residences as set forth in the Resident Watchman Program Manual. The General Superintendent has the discretion to add or subtract any task necessary to assist in the mission statement of the Forest Preserve District.

14. A Housing Committee shall be appointed and designated by the General Superintendent.

15. The performance of all duties and responsibilities of the resident watchman as set forth in the Occupancy Agreement shall be monitored by the Housing Committee. Failure to perform or to adhere to the terms of the Occupancy Agreement by the resident watchman and authorized occupants of the District residence may result in termination of the Occupancy Agreement.

16. The Forest Preserve District Superintendent shall place on the agenda of the March meeting of the Forest Preserve District Board of Commissioners an Annual report to the Forest Preserve Board of Commissioners listing the names of employees occupying forest preserve homes for part or all of the fiscal year, as well as their job titles and salaries. In addition, the report shall contain copies of all watchman reports filed by employees occupying forest preserve homes.

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Effective date: This ordinance shall be in effect immediately upon adoption.

**Sponsors:** TONI PRECKWINKLE (President)

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/19/2015	1	Legislation and Intergovernmental Relations	approve	Pass
5/19/2015	1	FPD Board of Commissioners	approve	Pass
4/14/2015	1	FPD Board of Commissioners	refer	Pass

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