

9-0-93

AN ORDINANCE

AMENDING CHAPTER 11 OF TITLE 9 OF THE CITY CODE
REGULATING THE INSTALLATION AND USE OF ALARM SYSTEMS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the Evanston City Code of 1979, as amended, be and hereby is further amended by deleting existing Chapter 11 of Title 9 and substituting in lieu thereof the following new Chapter 11:

CHAPTER 11

Regulating The Installation And Use Of Alarm Systems

9-11-1: Definitions: For the purpose of this Ordinance, the following terms, phrases, words, or their derivations shall have the following meanings given herein. When not inconsistent with the content, words used in the present tense include the future, words used in the plural number include the singular, and words in the singular number include the plural number.

Act of Nature: A tornado, earthquake, or other extreme or violent conditions of nature, excluding thunder, snow, ice or electrical storms.

Alarm Administrator: The Police Chief and the Fire Chief, or their designees, who shall be charged with the administration within the City of the appropriate provisions of this Chapter and shall have the authority to establish rules, regulations and procedures for the enforcement of any of the Chapter provisions as it applies to their respective Departments.

Alarm Agent: Any person working for an Alarm Contractor.

Alarm Contractor: Any business operated by a person, or persons, who engage in the activity of installing, altering, leasing, maintaining, moving, repairing, selling, servicing or responding to an emergency Alarm System or which causes any of these activities to take place.

Alarm System: An assembly of equipment to signal the presence of a hazard requiring urgent attention and to which the Police and/or Fire Department is expected to respond. This includes "Hard-Wired Alarms" and "On-Premise Alarm" systems, but excludes vehicular alarm systems.

Alarm Occurrence: The activation of an Alarm System for any reason whatsoever which notifies or causes the Police and/or Fire Department to respond to the premises at which the Alarm System is maintained.

Alarm User: The person, family, household, firm, partnership, association, corporation, company, entity, organization or state or subdivision thereof of any kind in control of any building, structure, facility or property in the city wherein an Alarm System is being maintained or hereinafter maintained.

Answering Service: A service providing among its services the job of receiving on a continuous basis through trained employees, emergency signals from Alarm Systems and thereafter immediately relaying the messages by live voice to the City's Communication Center.

Automatic Dialing Alarm Equipment: An Alarm System which has the capability of transmitting system signals which are received at the City's Communication Center over dedicated telephone lines (also known as "Digital Communicators").

Central Station System: A system in which the operation of electrical protection circuits and devices are signaled automatically to, recorded in, maintained and supervised from a place of business having trained operators and/or guards in attendance at all times. Such System includes a Modified Central Station System which is an office to which remote alarm and supervisory signaling devices are connected, where operators supervise the circuits.

City's Communication Center: The department within the City responsible for the monitoring of all Alarm Systems hooked up directly or telephoned in by a third party, for the answering of all emergency calls, and for the dispatching of both police and fire equipment.

False Alarm: Any alarm (trouble or alarm signal) caused by anything other than an Act of Nature, or actual emergency. The term "False Alarm" is a response by emergency personnel when a situation requiring such a response does not in fact exist. Causes of False Alarms include, but are not limited to: mechanical failure; malfunction; improper installation; or the negligence of the owner, lessee, employee or person hired by the owner of an Alarm System, or agents of an Alarm User.

Fire Official: A member of the Evanston Fire Department who is responsible for the monitoring and/or testing of Fire Alarm and Life-Safety Systems.

Hard-Wired Alarms: An Alarm System which has the capability of transmitting system signals which are received at the City's Communication Center over dedicated telephone lines.

On-Premises Alarm: An Alarm System installed for the purpose of alerting people on the premises to an emergency condition. Police and Fire Department personnel do not respond to this type of alarm unless notified by the person on the affected premises or by a third party. If a response does occur, it is treated as an Alarm Occurrence.

On-Premises Alarm with an Outside Ringer: An Alarm System that audibly announces an emergency condition to which the Police or Fire Department personnel are required to respond. The Alarm User is responsible for shutting off the alarm within thirty (30) minutes. Response to this alarm is treated as an Alarm Occurrence.

Police Official: A member of the Evanston Police Department responsible for monitoring of Alarms as it relates to this Ordinance.

Service Charge: A monetary amount determined by the City to be reasonable compensation for the services and liabilities assumed by the City in responding to False Alarms. Failure to promptly satisfy such a charge shall be a violation of this Chapter and subject to the penalties as established herein.

System: An assembly of equipment arranged to signal the presence of a hazard requiring urgent attention and to which the Police or Fire Department is expected to respond.

System Alarm: Any signal received from an Alarm System.

Voice Dialing Alarm Equipment: An Alarm System, which automatically sends over a telephone line, by direct connection or otherwise, a prerecorded voice message indicating the existence of the emergency situation that the Alarm System is designed to detect. Voice Dialing Alarm Equipment, also known as Automatic Dialing Alarm Equipment, or Digital Communicators, with prerecorded messages, are prohibited from use with the City of Evanston.

9-11-2: Administrator: The Police and Fire Chiefs, or their designees, shall be charged with the administration of the appropriate provisions of this Chapter. Pursuant to this charge, the Police and Fire Chief shall have the authority to establish rules, regulations and procedures for the enforcement of any of the Chapter provisions as it relates to their particular Department.

9-11-3: Alarm Contractor:

9-11-3.1: State License Required:

No emergency Alarm System shall be installed or maintained within the City of Evanston by other than an Alarm Contractor that is licensed pursuant to the Illinois Compiled Statutes, 445/1 et seq. ("Private Detective, Private Alarm and Private Security Act of 1983").

9-11-3.2: Standards of Operation:

No Alarm Contractor shall perform any service on any Alarm System in the City without first personally appearing at the Police Department and notifying the City's Communication Center of the impending service. A valid form of identification must be presented establishing employment with the Alarm Contractor, and the proper "Alarm Log" must be completed. Immediately upon completion of the alarm service, the Alarm Contractor must notify the City's Communication Center, either in person or by telephone, that the Alarm System is functioning again.

Each Alarm Contractor which sells, leases, or installs an emergency Alarm System in the City shall furnish the Alarm User with written operating instructions. Each Alarm Contractor shall also provide initial training in the operation of the Alarm System, and, upon request from the Alarm User, refresher training at no cost.

Upon request, each Alarm Contractor must present to the appropriate Alarm Administrator a copy of such instructions for his review. If the Alarm Administrator finds the instructions are incomplete, misleading, unclear, or otherwise inadequate, he can require the Alarm Contractor to have them revised to meet the Alarm Administrator's approval or may notify the appropriate State Regulatory Agency.

At the time of installation, each Alarm Contractor will furnish to the Alarm User written notification as to how alarm service can be obtained, including the telephone number to call for service. The Alarm User shall be responsible for having the Alarm System repaired as quickly as possible after any malfunction is detected.

9-11-4: Central Station Systems, Answering Services - Minimum Standards:

Any Central Station System, Answering Service, or operation monitoring and acting upon alarms or emergency situations shall meet the following minimum requirements:

- (A) The premises shall meet any applicable Fire and Life Safety Codes.
- (B) The premises shall be secure in a manner approved by the appropriate Alarm Administrator.
- (C) A sufficient number of alarm call takers (operators) shall be on duty at all times to assure that all emergency messages (alarms) are received in a timely fashion and immediately relayed to the City's Communications Center.
- (D) As soon as possible after notifying the City's Communications Center, the call taker (operator) concerned shall notify the Alarm User of the alarm's activation and the circumstance surrounding the alarm.

9-11-5: Alarm Users:

9-11-5.1: Permit Required:

All Alarm Users are required to obtain an alarm permit from the Alarm Administrator on the form provided.

If an Alarm Contractor uses an Alarm System to protect its own premises, it shall obtain a permit for such a System as required in this section.

Each permit shall be valid for one calendar year, the year in which it was issued, and shall be renewed each calendar year thereafter. No Alarm User permit will be renewed unless all fees and Service Charges pursuant to this Chapter have been paid to the City and the annual certificate of inspection is presented upon request.

No alarm permit will be issued to any individual, residence, business, or institution that has Automatic Voice Dialing Alarm Equipment using a computerized or taped voice message.

9-11-5.2: Standards:

All Alarm Systems installed in commercial or public buildings after the effective date hereof shall utilize equipment and methods of installation substantially equivalent to, or exceeding standards as set forth by Under-Writers Laboratories or any other approved testing agency that is accepted by the Alarm Administrator.

- (A) The Alarm User shall be responsible for maintaining the Alarm System to assure reliability of operation.
- (B) New installations are subject to inspection by the appropriate Alarm Administrator to ascertain compliance with applicable City Codes and American National Standards Institute (ANSI) standards.

9-11-6: Permit Fees:

The following fees shall apply to all Alarm Users, Central Stations, and Answering Services operating under the provisions of this Ordinance and are assessed on a calendar year basis.

9-11-6.1: Alarm Users:

Initial permit fee to be prorated after June 30.....	\$	50.00
Annual renewal fee.....	\$	25.00

9-11-6.2: Central Stations, Answering Services:

Initial permit fee to be prorated after June 30.....	\$	100.00
Annual renewal fee.....	\$	50.00

9-11-7: Alarm User - Annual Information Form/Penalties:

All Alarm Users, whether connected directly to the City's Communications Center, a private monitoring firm, a proprietary Central Station or any other structure where an installed Alarm System is capable of sounding an alarm throughout the building via the activation of a single device, are required to submit an annual Alarm User Information Form.

The purpose of this form is to have current information on file with the City's Communications Center as to the authorized persons to contact in the event of an alarm. The fees for this form are as follows:

Annual Fee...If Completed Form Is Submitted By January 31 of the Calendar Year.....	\$	N/C
After January 31.....	\$	25.00

9-11-8: False Alarm Service Charges and Waivers:**9-11-8.1: False Alarm Service Charges:**

When the City's Communications Center is notified of a System Alarm either by direct tie-in or via telephone that is determined to be a False Alarm, the following Service Charges shall be assessed to the Alarm User:

1 to 4 False fire-related alarms in a calendar year.....	\$....	.00
5 or more False fire-related alarms in a calendar year....	\$....	100.00/Per Alarm
1 to 4 False police-related alarms in a calendar year.....	\$....	.00
5 or more False police-related alarms in a calendar year..	\$....	100.00/Per Alarm

After the Alarm Administrator has recorded four (4) fire-related or four (4) police-related Alarm Occurrences within a calendar year for a given Alarm User, the Alarm Administrator shall notify the Alarm User, in writing, by first class mail or hand delivery that additional Alarm Occurrences will result in the imposition of Service Charges in accordance with the above fee schedule. Failure to receive such notification does not waive or nullify any Service Charges.

Any False Alarm after the fourth occurrence each of a police-related or fire related False Alarm shall be charged at a rate of \$100.00 per occurrence and will be invoiced periodically as determined by the Alarm Administrator.

The charges for excessive False Alarms shall be paid to the City Collector within thirty days from date of invoice. In the event the False Alarm Service Charges are not paid within a thirty (30) day period from the date of the invoice, the Service Charges shall increase to \$150.00 per Alarm Occurrence invoiced.

9-11-8.2: Waiver Of Service Charge/Nullification Of Alarm Occurrence:

- (A) The appropriate Alarm Administrator shall have the authority, but not the obligation, to waive any Service Charge and/or nullify any Alarm Occurrence only after the finding, based on evidence and/or testimony presented by the Alarm User that one or more of the following circumstances exist:
1. Evidence of an actual robbery; attempted robbery; burglary; attempted burglary; a criminal or attempted criminal act; the belief a criminal act did occur, or was about to occur; a fire; a medical or other emergency;
 2. Evidence of a utility power outage condition beyond the control of the Alarm User;
 3. Act of Nature;
 4. Evidence, in a satisfactory form to the appropriate Alarm Administrator, that the Alarm System in question has been satisfactorily serviced or repaired within 48 hours after the Alarm Occurrence in question. These circumstances shall not, however, constitute grounds for waiver of the Service Charge unless the

appropriate Alarm Administrator is completely satisfied that the service or repair will reduce or eliminate Alarm Occurrences similar to the one in question;

5. Evidence that the Alarm User in question has implemented a training program, satisfactory to the appropriate Alarm Administrator, to instruct involved persons in the proper use of the Alarm System. These circumstances shall not, however, constitute grounds for waiver of the Service Charge unless the appropriate Alarm Administrator is completely satisfied that the training program will reduce or eliminate Alarm Occurrences similar to the one in question; or
 6. Alarm Occurrences within a thirty (30) day period following the installation of a burglar alarm or within a thirty day period following the acceptance test of a fire Alarm System as witnessed by a Fire Official. Failure to have a fire Alarm System accepted by the Fire Official prior to being put into service will void this paragraph.
- (B) Request in writing for a waiver or nullification may be made by the Alarm User to the Fire or Police Official. Within fourteen (14) days of receipt of such written request, the Fire or Police Official shall review the Alarm User's request in accordance with this paragraph and shall render a decision.
- (C) Within fourteen (14) days of receipt of such decision, the Alarm User may appeal the decision to the Chief of the appropriate department. The Chief's determination shall be final.

9-11-9: Inspection of Alarm Systems:

9-11-9.1: Purpose:

For the purpose of enforcing the provisions of this Ordinance, the appropriate Alarm Administer shall have the authority, at reasonable times and upon reasonable oral notice, to enter any premises in or upon which Alarm Systems, subject to this Ordinance are located, to inspect the installation and/or operation of such Alarm System. Such entry may take place upon receipt of a complaint or evidence that the Alarm System may be malfunctioning. The Alarm Administrator may apply to any court of competent jurisdiction for the purpose of securing entry to any premises if the owner shall refuse to grant entry.

9-11-9.2: Violations:

If such inspection reveals any violations of the provisions of this Ordinance, a written report detailing such violation shall be promptly sent to the Alarm User responsible for the Alarm System in violation of this Ordinance. The Alarm User shall be granted a reasonable extension of time to correct such violations upon proof of good cause.

9-11-9.3: Newly Installed Systems:

Any Fire Alarm System, Fire Protection or Life-Safety System installed in the City is required to meet the specifications as set forth in the applicable City Codes and enforced by the Alarm Administrator.

Any newly installed Fire Alarm or Life-Safety System must be tested and inspected. The Fire Official must also witness the testing of all devices within a system. The System shall be pretested to insure it functions accordingly, prior to notifying the Fire Official. Forty-eight (48) hours advance notice must be given to the Fire Official informing him of the event. The inspection of the System and the witnessing of the testing of the System must be done by the Fire Official and the installer of the System at a time convenient to both parties.

If any System which has been inspected and/or witnessed by the Fire Official has not met the standards in the applicable Codes, a reinspection or retesting is required.

The following fees shall be charged to the general contractor or the contractor installing the System, whichever is appropriate:

Initial Inspection/Witnessing Of System Test.....	\$.....00
First Reinspection	\$.....00
Second Re-Inspection.....	\$..50.00
Third Reinspection.....	\$ 100.00
Fourth Reinspection And Any Subsequent.....	\$ 250.00

9-11-10: Testing of Equipment:

No Alarm System designed to transmit emergency messages directly to the City's Communications Center shall be tested or demonstrated without permission of the appropriate Alarm Administrator. Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the City's Communications Center unless the messages are to be relayed to the City's Communications Center.

No alarm may be tested unless a representative of the Alarm Contractor, or the Alarm User, appears, in person, at the City's Communication Center to take the alarm out of service. Valid identification will be required.

9-11-11: Information - Penalties for Divulging:

The information contained in an Alarm User's permit application required by this Ordinance, or any other information received by the Alarm Administrator, or the City's Communications Center, shall be securely maintained and not released to any unauthorized person.

Any City employee who knowingly reveals said information to any other person or group, other than another City Department, for a purpose not related to this Ordinance, and without the expressed written consent of the Alarm User is subject

to discipline up to and including termination.

9-11-12: Non-Liability of the City:

The City shall not be liable for any defects in operation of the Alarm Systems or signal line systems, for any failure or neglect to respond appropriately upon receipt of an alarm from any source or for the failure or neglect of any person with a permit issued pursuant to this Ordinance. In the event the City disconnects an emergency Alarm System pursuant to this Ordinance, the City shall incur no liability by such action.

9-11-13: Severability:

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

9-11-14: Penalties:

In addition to other penalties provided in this Chapter, anyone violating the provisions of this Ordinance shall be guilty of an offense and upon conviction thereof shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00). Each day that such violation continues shall constitute a separate offense.

SECTION 2: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Introduced: February 8, 1993

Adopted: February 22, 1993

Approved: February 23, 1993
James W. Behr

Mayor

ATTEST:
Kristen Travis
City Clerk

Approved as to form:
[Signature]
Corporation Counsel