

**104-O-23**

**AN ORDINANCE**

**Amending Title 9, Chapter 10 “Regulating the Installation and Use of Alarm Systems”**

**WHEREAS**, the City of Evanston currently has 4,500 to 5,000 alarm systems registered; and

**WHEREAS**, alarms expire on December 31 and must be renewed by January 31 of the following year, which causes a burdensome amount of paperwork to process in one period; and

**WHEREAS**, changing the alarm renewal to occur annually based on the initial registration will spread out the renewals and eliminate the need for a reduced, initial registration after June 30.

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

**SECTION 1:** Section 9-10 of the Evanston City Code of 2012, as amended (“City Code”), is hereby amended as follows:

**CHAPTER 10 REGULATING THE INSTALLATION AND USE OF ALARM SYSTEMS**

**9-10-1. DEFINITIONS.**

For the purpose of this Chapter, 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.

<i>ACT OF NATURE:</i>	A tornado, earthquake, or other extreme or violent conditions of nature, excluding thunder, snow, ice or
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	electrical storms.
<i>ALARM ADMINISTRATOR:</i>	The City Manager or his/her designee, 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.
<i>ALARM AGENT:</i>	Any person working for an alarm contractor.
<i>ALARM CONTRACTOR:</i>	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.
<i>ALARM OCCURRENCE:</i>	The activities of an alarm system for any reason whatsoever which notifies or causes the Police and/or Fire <del>and Life Safety Services</del> Department to respond to the premises at which the alarm system is maintained.
<i>ALARM SYSTEM:</i>	An assembly of equipment to signal the presence of a hazard requiring urgent attention and to which the Police Department and/or Fire <del>and Life Safety Services</del> Department is expected to respond. This includes "hardwired alarms" and "on-premises alarm" systems, but excludes vehicular alarm systems.
<i>ALARM USER:</i>	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 maintained.
<i>ANSWERING SERVICE:</i>	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.
<i>AUTOMATIC DIALING</i>	An alarm system which has the capability of transmitting

<i>ALARM EQUIPMENT:</i>	system signals which are received at the City's communication center over dedicated telephone lines (also known as "digital communicators").
<i>CENTRAL STATION SYSTEM:</i>	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 and where operators supervise the circuits.
<i>CITY'S COMMUNICATION CENTER:</i>	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.
<i>FALSE ALARM:</i>	Any alarm <u>signal</u> ( <del>trouble or alarm signal</del> ) 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 potentially 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 a third party; the owner, lessee, employee or person hired by the owner of an alarm system, or agents of an alarm user.
<i>FIRE OFFICIAL:</i>	A member of the Evanston Fire <del>and Life Safety Services</del> Department who is responsible for the monitoring and/or testing of fire alarm and life-safety systems.
<i>HARD-WIRED ALARMS:</i>	An alarm system which has the capability of transmitting system signals which are received at the City's communication center over dedicated telephone lines.
<i>ON-PREMISES ALARM:</i>	An alarm system installed for the purpose of alerting people on the premises to an emergency condition. Police or Fire <del>and Life Safety Services</del> 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".
<i>ON-PREMISES ALARM WITH AN OUTSIDE RINGER:</i>	An alarm system that audibly announces an emergency condition to which the Police or Fire <del>and Life Safety Services</del> Department personnel are typically dispatched. The alarm user is responsible for shutting off the alarm within thirty (30) minutes. Response to this alarm is treated as an "alarm occurrence".
<i>POLICE OFFICIAL:</i>	A member of the Evanston Police Department responsible for monitoring of alarms as it relates to this Chapter.
<i>SERVICE CHARGE:</i>	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.
<i>SYSTEM:</i>	An assembly of equipment arranged to signal the presence of a hazard requiring urgent attention and to which the Police Department or Fire <del>and Life Safety Services</del> Department is expected to respond.
<i>SYSTEM ALARM:</i>	Any signal received from an alarm system.
<i>VOICE DIALING ALARM EQUIPMENT:</i>	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 within the City of Evanston.

### **9-10-2. ADMINISTRATOR.**

The City Manager, 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 City Manager or his/her designee, and the Police and Fire Chiefs 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.

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### **~~9-10-10-3. ALARM CONTRACTOR.~~**

#### **~~9-10-3-1. STATE LICENSE REQUIRED.~~**

~~No emergency alarm system shall be installed or maintained within the City by other than an alarm contractor that is licensed pursuant to the Illinois Private Detective, Private Alarm, Private Security, Fingerprint Vendor and Locksmith Act of 2004, 225 ILCS 445/1 et seq.~~

#### **~~9-10-3-2. STANDARDS OF OPERATION.~~**

- ~~(A) 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.~~
- ~~(B) Each alarm contractor who sells, leases, or installs an emergency alarm system in the City shall furnish the alarm user with written operating instructions and shall provide initial training in the operation of the alarm system.~~
- ~~(C) Upon request, each alarm contractor must present to the appropriate alarm administrator a copy of such instructions for his/her review. If the alarm administrator finds the instructions are incomplete, misleading, unclear, or otherwise inadequate, he/she can require the alarm contractor to have them revised to meet the alarm administrator's approval or may notify the appropriate state regulatory agency.~~
- ~~(D) 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.~~

#### **~~9-10-4. 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 communication center.~~
- ~~(D) As soon as possible after notifying the City's communication center, the call taker (operator) concerned shall notify the alarm user of the alarm's activation and the circumstance surrounding the alarm.~~

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**9-10-5. ALARM USERS.**

**9-10-5-1. PERMIT REQUIRED.**

- (A) Alarm users are required to obtain an alarm permit from the alarm administrator on the form provided.
- (B) 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.
- (C) 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.
- (D) 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.

All central stations and all alarm systems operated and maintained by the City are exempt from the regulations in this Chapter.

**9-10-5-2. - 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 Underwriters 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.

**9-10-6. - PERMIT FEES.**

The following fees shall apply to all alarm users, central stations, and answering services operating under the provisions of this Chapter and are assessed on a calendar year basis.

**9-10-6-1. - ALARM USERS.**

Initial permit fee to be .....\$100.00

After June 30 to be .....50.00

Annual renewal fee .....30.00

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**~~9-10-7. - ALARM USER; ANNUAL INFORMATION FORM; PENALTIES.~~**

~~All alarm users, whether connected directly to the City's communication 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 communication 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 .....no charge~~

~~After January 31 .....\$25.00~~

**~~9-10-8. - FALSE ALARM SERVICE CHARGES AND WAIVERS:~~**

**~~9-10-8-1. - FALSE ALARM SERVICE CHARGES.~~**

~~When the City's communication center is notified of a system alarm either by direct tie-in or other means that is determined to be a false alarm, the following service charges shall be assessed to the alarm user:~~

~~False Fire Related Alarms In A Calendar Year~~

~~0 to 3 .....\$0.00/per alarm;~~

~~4 to 10 .....110.00/per alarm;~~

~~11 to 24 .....330.00/per alarm;~~

~~25 plus .....550.00/per alarm.~~

~~False Police Related Alarms In A Calendar Year~~

~~0 to 3 .....\$0.00/per alarm;~~

~~4 to 10 .....110.00/per alarm;~~

~~11 to 24 .....330.00/per alarm;~~

~~25 plus .....550.00/per alarm~~

~~After the alarm administrator has recorded three (3) fire related or three (3) police-related alarm occurrences within a calendar year for a given alarm user, the alarm~~

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~~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 third occurrence each of a police related or fire related false alarm shall be charged at a rate of one hundred and ten dollars (\$110.00) per occurrence up to the tenth occurrence.~~

~~Any false alarm after the tenth occurrence each of a police related or fire related false alarm shall be charged at a rate of three hundred and thirty dollars (\$330.00) per occurrence up to the twenty-fourth occurrence.~~

~~Any false alarm after the twenty-fifth occurrence each of a police related or fire related false alarm shall be charged at a rate of five hundred and fifty dollars (\$550.00) per occurrence.~~

~~Such charges will be invoiced periodically as determined by the alarm administrator.~~

~~The charges for excessive false alarms shall be paid to the City Collector within sixty (60) days from the date of invoice. In the event the false alarm service charges are not paid within a sixty (60) day period from the date of invoice, the service charges shall increase by fifty percent (50%) per alarm occurrence invoiced.~~

### **~~9-10-8-2. - WAIVER OF SERVICE CHARGE; NULLIFICATION OF ALARM OCCURRENCE.~~**

~~(A) The appropriate alarm administrator may 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 that a criminal act did occur, or was about to occur; a fire; a medical or other emergency; or that the alarm user believed there to be a fire, or 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 forty eight (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 reduced or eliminate alarm occurrences similar to the one in question.~~



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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 (30) day period following the acceptance test of a fire alarm system as witnessed by a fire official. This Subsection (A)6 shall not apply to any alarm contractor who fails to have a fire alarm system inspected and approved by the fire official prior to the fire alarm being put into service.

(B) Requests in writing for a waiver or nullification may be made by the alarm user to the City Manager or his/her designee or to the fire or police official. Any request for waiver or nullification of service fees must be received within thirty (30) days of the alarm occurrence. Requests made after thirty (30) days will not be honored. Within fourteen (14) days of receipt of such written request, the City Manager or his/her designee, or the fire or police official shall review the alarm user's request in accordance with this Subsection (B) and shall render a decision.

(C) Within fourteen (14) days of receipt of such decision, the alarm user may appeal the decision to the City Manager, or the chief of the appropriate department. The City Manager's or the chief's determination shall be final.

## **9-10-9. - INSPECTION OF ALARM SYSTEMS.**

### **9-10-9-1. - PURPOSE.**

For the purpose of enforcing the provisions of this Chapter, the appropriate alarm administrator 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 Chapter 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 refuses to grant entry.

### **9-10-9-2. - VIOLATIONS.**

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

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**9-10-9-3. - 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.

(A) Specifications:

1. Any newly installed fire alarm or life safety system must be tested, inspected and approved. The fire official must also witness the testing of all devices within a system. The system shall be pretested to ensure it functions accordingly, prior to notifying the fire official. Forty eight (48) hours' advance notice must be given to the fire official informing him/her of the event. The inspection of the system and the witnessing of the testing of the systems must be done by the fire official and the installer of the system at a time convenient to both parties.

2. 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 shall be required.

(B) Fees: 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 ..... \$0.00  
First reinspection ..... 0.00  
Second reinspection ..... 250.00  
Third and subsequent reinspections ..... 500.00

If a test is scheduled and the system was not pretested a fee between two hundred fifty dollars (\$250.00) and five hundred dollars (\$500.00) shall apply regardless of the number of inspections required to approve the system.

**9-10-10. - TESTING OF EQUIPMENT.**

(A) No alarm system designed to transmit emergency messages directly to the City's communication 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 communication center unless the messages are relayed to the City's communication center.

(B) 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.

**9-10-11. - INFORMATION; PENALTIES FOR DIVULGING.**

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~~(A) Confidentiality Assured: Subject to, and limited by, the exemptions in the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/ et seq., the information contained in an alarm user's permit application required by this Chapter, or any other information received by the alarm administrator, or the City's communication center, shall be securely maintained and not released to any unauthorized person.~~

~~(B) Penalty For Divulgence: 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 Chapter, and without the expressed written consent of the alarm user is subject to discipline up to and including termination. It shall be a defense to this [9-10-11\(B\)](#) if the information sought was subject to disclosure under FOIA, and that the person requesting the information submitted a FOIA request properly identifying the information sought.~~

#### **~~9-10-12. - NONLIABILITY 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 Chapter. In the event the City disconnects an emergency alarm system pursuant to this Chapter, the City shall incur no liability by such action.~~

#### **~~9-10-13. - SEVERABILITY.~~**

~~The sections, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any Section, paragraph, sentence, clause or phrase of this Chapter 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 Chapter.~~

#### **~~9-10-14. - PENALTIES.~~**

~~(A) In addition to other penalties provided in this Chapter, anyone violating the provisions of this Chapter shall be guilty of an offense and upon a finding of guilt 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.~~

~~(B) If the city's communication center is notified of a system alarm by any means, and it is determined that the alarm user has not previously obtained all required City permits, a fine of two hundred fifty dollars (\$250.00) shall be imposed for the first such violation. Subsequent violations will be subject to a fine of five hundred dollars (\$500.00). The provisions of [Section 9-10-8-1](#) of this Chapter do not apply to this Section.~~

~~(C) It shall be unlawful for any alarm contractor or alarm agent to install any alarm system at any premises, or to connect any alarm system to any answering service or~~

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~~central station by any means without first verifying that the intended alarm user has obtained all required installation and alarm permits. Such verification shall consist of, at a minimum, inspection of the stamped receipt from the City Manager or his/her designee showing that the permit fees for the particular premises have been obtained. A fine of five hundred dollars (\$500.00) shall be imposed against the alarm contractor for each day such a system exists and the necessary permits have not been obtained.~~

### **9-10-3. – FIRE AND BURGLAR ALARM REGISTRATION AND FALSE ALARM FEES**

This Section is applicable to both residential and commercial properties in Evanston. This includes but is not limited to, single-family homes, multi-unit residential properties, individual units within multi-unit residential properties, commercial properties, and school buildings.

#### **9-10-3-1. - FIRE AND BURGLAR ALARM REGISTRATION REQUIREMENTS**

- (A) Alarm Users are required to register their Alarm System with the Alarm Administrator. The Alarm Administrator will provide a registration form to Alarm Users.
- (B) Alarm Users are required to notify the Alarm Administrator about changes to their Alarm System information, including but not limited to changes to keyholders, changes to billing information, or the sale of the property using the Alarm System. On an annual basis, the Alarm Administrator will solicit Alarm Users to provide updated information when the Alarm Administrator invoices registered Alarm Users for their Annual Renewal Fee (9-10-3-2).
- (C) Alarm Systems that use automatic voice dialing equipment using a computerized or taped voice message are prohibited.
- (D) If an Alarm Contractor uses an Alarm System to protect its own premises, it shall be required to register that Alarm System as an Alarm User as required in this Chapter.
- (E) All Alarm Systems operated and maintained by the City of Evanston are exempt from the regulations in this Chapter.

#### **9-10-3-2. - FIRE AND BURGLAR ALARM REGISTRATION FEES**

The following fees shall apply to all Alarm Users operating under the provisions of this Chapter and are assessed annually based on the initial date of registration.

1. Initial Registration Fee: \$100.00
2. Annual Renewal Fee: \$30.00
3. Each Alarm User will be charged for only one alarm per residence or building (fire, burglar, or fire-burglar combo).

Alarm Users must pay the Initial Registration Fee or Annual Renewal Fee within sixty (60) days of the invoice date. If unpaid within 60 days of the invoice date, the Alarm Administrator may assess a \$25.00 Late Fee in addition to the Initial Registration Fee or Annual Renewal Fee.

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### **9-10-3-3. - FIRE AND BURGLAR FALSE ALARM FEES.**

(A) When the City's Emergency Communication Center is notified of a Fire or Police Incident at an address using an Alarm System (registered or unregistered) and that incident is determined to be a false alarm, the alarm user shall be charged a False Alarm Fee.

(B) Fire and Burglar False Alarm Fees will use the following payment schedule:

#### Fire Incident False Alarms:

- 0 to 3 - \$0.00/per alarm;
- 4 to 10 - \$110.00/per alarm;
- 11 to 24 - \$330.00/per alarm;
- 25 plus - \$550.00/per alarm.

#### Police Incident False Alarms:

- 0 to 3 - \$0.00/per alarm;
- 4 to 10 - \$110.00/per alarm;
- 11 to 24 - \$330.00/per alarm;
- 25 plus - \$550.00/per alarm

(C) Fire Incident False Alarms and Police Incident False Alarms are counted separately. The count of each type of False Alarm per Alarm User is reset each calendar year.

(D) The Alarm Administrator shall notify the Alarm User in writing for each instance of a Fire or Police Incident False Alarm.

- 1 On the 3rd Fire or Police False Alarm, the Alarm Administrator will notify the Alarm User that the next applicable False Alarm will result in a charge of \$110.00.
- 2 On the 10th Fire or Police False Alarm, the Alarm Administrator will notify the Alarm User that the next applicable False Alarm will result in a charge of \$330.00.
- 3 On the 24th Fire or Police False Alarm, the Alarm Administrator will notify the Alarm User that the next applicable False Alarm will result in a charge of \$550.00.

Such charges will be invoiced periodically as determined by the alarm administrator.

The charges for excessive false alarms shall be paid to the City Collector within sixty (60) days from the date of invoice. In the event the false alarm service charges are not paid within a sixty (60) day period from the date of invoice, the service charges shall increase by fifty percent (50%) per alarm occurrence invoiced.

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(E) If an Alarm System is unregistered and used to create a Fire or Police Incident that is determined to be a False Alarm, the Alarm Administrator may assess a \$250.00 penalty to the Alarm User for each False Alarm for failing to register their Alarm System with the City in accordance with this Chapter.

**9-10-3-4. - WAIVER OF REGISTRATION AND FALSE ALARM FEES.**

(A) The appropriate alarm administrator may 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 that a criminal act did occur, or was about to occur; a fire; a medical or other emergency; or that the alarm user believed there to be a fire, or 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 forty-eight (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 (30) day period following the acceptance test of a fire alarm system as witnessed by a fire official. This Subsection ((A)6) shall not apply to any alarm contractor who fails to have a fire alarm system inspected and approved by the fire official prior to the fire alarm being put into service.

(B) Requests in writing for a waiver or nullification may be made by the alarm user to the City Manager or his/her designee or to the fire or police official. Any request for waiver or nullification of service fees must be received within thirty (30) days of the alarm occurrence. Requests made after thirty (30) days will not be honored. Within fourteen (14) days of receipt of such written request, the City Manager or his/her designee, or the fire or police official shall review the alarm user's request in accordance with this Subsection (B) and shall render a decision.

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(C) Within fourteen (14) days of receipt of such decision, the alarm user may appeal the decision to the City Manager, or the chief of the appropriate department. The City Manager's or the chief's determination shall be final.

#### **9-10-4. - INFORMATION; PENALTIES FOR DIVULGING.**

(A) Confidentiality Assured: Subject to, and limited by, the exemptions in the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/ et seq., the information contained in an alarm user's permit application required by this Chapter, or any other information received by the alarm administrator, or the City's communication center, shall be securely maintained and not released to any unauthorized person.

(B) Penalty For Divulgence: 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 Chapter, and without the expressed written consent of the alarm user is subject to discipline up to and including termination. It shall be a defense to this 9-10-4(B) if the information sought was subject to disclosure under FOIA, and that the person requesting the information submitted a FOIA request properly identifying the information sought.

#### **9-10-5. - FIRE AND BURGLAR ALARM CONTRACTOR.**

This section applies to contractors who sell, lease, or install Fire Alarm Systems, Burglar Alarm Systems, and Fire-Burglar-Combo Alarm Systems.

##### **9-10-5-1. - STATE LICENSE REQUIRED.**

No emergency alarm system shall be installed or maintained within the City by other than an alarm contractor that is licensed pursuant to the Illinois Private Detective, Private Alarm, Private Security, Fingerprint Vendor and Locksmith Act of 2004, 225 ILCS 445/1 et seq.

##### **9-10-5-2. - STANDARDS OF OPERATION.**

(A) Each alarm contractor who sells, leases, or installs an emergency alarm system in the City shall furnish the alarm user with written operating instructions and shall provide initial training in the operation of the alarm system.

(B) Upon request, each alarm contractor must present to the appropriate alarm administrator a copy of such instructions for his/her review. If the alarm administrator finds the instructions are incomplete, misleading, unclear, or otherwise inadequate, he/she can require the alarm contractor to have them revised to meet the alarm administrator's approval or may notify the appropriate state regulatory agency.

(C) 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.

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## **9-10-6. - INSPECTION OF ALARM SYSTEMS.**

This section is only applicable to Fire Alarm Systems. Burglar Alarm Systems and Fire-Burglar-Combo Alarm Systems are exempt from this section.

This section is generally only applicable to commercial buildings. This includes but is not limited to commercial businesses, multi-residential buildings with more than three (3) family dwellings, and schools. This section does not typically apply to residential buildings, including single-family homes and individual units within a multi-residential building. If it is unclear if a building is covered by this section, consult the Fire Official to determine if this section is applicable to that particular building or residence.

### **9-10-6-1. - PURPOSE.**

For the purpose of enforcing the provisions of this Chapter, the appropriate alarm administrator 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 Chapter 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 refuses to grant entry.

### **9-10-6-2. - VIOLATIONS.**

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

### **9-10-6-3 NEWLY INSTALLED OR MODIFIED FIRE ALARM 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.

#### (A) Specifications:

1. Any newly installed fire alarm or life-safety system must be tested, inspected and approved. The fire official must also witness the testing of all devices within a system. The system shall be pretested to ensure it functions accordingly, prior to notifying the fire official. Forty-eight (48) hours advance notice must be given to the fire official informing him/her of the event. The inspection of the system and the witnessing of the testing of the systems must be done by the fire official and the installer of the system at a time convenient to both parties.
2. 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 shall be required.



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(B) Fees: 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.... \$0.00

First re-inspection.... \$0.00

Second re-inspection... \$250.00

Third and subsequent re-inspections... \$500.00

(C) If a test is scheduled and the system was not pretested, a fee between two hundred fifty dollars (\$250.00) and five hundred dollars (\$500.00) shall apply regardless of the number of inspections required to approve the system.

### **9-10-7. - 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 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 ensure that all emergency messages (alarms) are received in a timely fashion and immediately relayed to the City's communication center.
- (D) As soon as possible after notifying the City's communication center, the call taker (operator) concerned shall notify the alarm user of the alarm's activation and the circumstances surrounding the alarm.

### **9-10-8. - TESTING OF EQUIPMENT.**

- (A) No alarm system designed to transmit emergency messages directly to the City's communication 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 communication center unless the messages are relayed to the City's communication center.
- (B) No alarm may be tested unless a representative of the Alarm Contractor, or the Alarm User, contacts the City's Communication Center to notify the City of the upcoming alarm deactivation for testing.

### **9-10-9. – NONLIABILITY OF THE CITY**

The City shall not be liable for any defects in the 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 Chapter. In the event the City disconnects an emergency alarm system pursuant to this Chapter, the City shall incur no liability by such action.

**9-10-10. - SEVERABILITY.**

The sections, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any Section, paragraph, sentence, clause or phrase of this Chapter 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 Chapter.

**9-10-11. - PENALTIES.**

(A) In addition to other penalties provided in this Chapter, anyone violating the provisions of this Chapter shall be guilty of an offense and upon a finding of guilt 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.

(B) It shall be unlawful for any alarm contractor or alarm agent to install any alarm system at any premises, or to connect any alarm system to any answering service or central station by any means without first verifying that the intended alarm user has obtained all required installation and alarm permits. Such verification shall consist of, at a minimum, inspection of the stamped receipt from the City Manager or his/her designee showing that the permit fees for the particular premises have been obtained. A fine of five hundred dollars (\$500.00) shall be imposed against the alarm contractor for each day such a system exists and the necessary permits have not been obtained.

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

**SECTION 3:** If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Introduced: October 12, 2023

Approved:

Adopted: November 13, 2023

November 21, 2023

Daniel Biss  
Daniel Biss, Mayor

Attest:

Stephanie Mendoza

Stephanie Mendoza, City Clerk

Approved as to form:

Alexandra B. Ruggie

Alexandra B. Ruggie, Interim Corporation Counsel