

ORDINANCE NO. F-1498

**AN ORDINANCE ESTABLISHING A UNIFORM SYSTEM FOR THE INSTALLATION, MAINTENANCE AND
OPERATION FOR PRIVATE ALARM SYSTEMS CONNECTED TO THE WHEATON WIRELESS ALARM
NETWORK**

WHEREAS, the City of Wheaton requires the owners of certain buildings and properties to install fire alarm systems for fire protection purposes which transmit automated alarm signals to a remote supervising station; and

WHEREAS, other owners of property within the City of Wheaton install burglar and hold up alarm systems to protect against unlawful entry into their buildings; which systems result in automated emergency transmissions; and

WHEREAS, Corporate Authorities of the City of Wheaton have determined that in order to promote alarm system efficiency and alarm system operations, and in the interest of improving the public health safety and welfare, that a wireless alarm network is the preferred method to initiate the dispatch of municipal police and fire services; and

WHEREAS, wireless transmission of activated automated emergency alarms is a more cost effective and viable means of transmitting signals from activated emergency alarms than the current system; and

WHEREAS, the City has determined it can reduce the cost for property owners of the transmission of automated alarm systems having wireless connection to the City's remote supervising station; and

WHEREAS, the City has concluded that wireless alarm network will decrease the number of false alarms, resulting from faulty land lines, by as much as thirty percent (30%); and

WHEREAS, the City has entered into a contract with Chicago Metro Fire Prevention Company for the purpose of providing and maintaining a wireless radio monitoring system that will transmit alarm and trouble signals to the City's remote supervising station via a radio transmitter; and

WHEREAS, the Wheaton City Code Section 22-126(g) provides that all fire alarm and supervisory signals shall be transmitted directly to the alarm receiving equipment at the remote supervising station, of the City of Wheaton.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule authority, that Chapter 22, Buildings and Building Regulations, of the Wheaton City Code is hereby amended by the addition of Article XV to be entitled, **UNIFORM STANDARDS FOR THE INSTALLATION, MAINTENANCE AND TRANSMISSION FOR PRIVATE ALARM SYSTEMS CONNECTED TO THE CITY OF WHEATON'S WIRELESS ALARM NETWORK**, Sections 22-209 through 22- 220, which shall read as follows:

"SECTION 1: Sec. 22-209. Uniform Wireless Alarm Network.

The owner of any property required to install a fire alarm system, or any property owner who elects to install a discretionary alarm system, at their property shall no later than June 1, 2011 install and maintain a wireless radio monitoring system, provided by the City's designated contractor, to monitor and transmit activated automated alarms and, supervisory and trouble signals by radio transmission to the City of Wheaton's remote supervising station. The equipment shall include a radio alarm transceiver and any other appurtenant equipment necessary for the system to function. The City, through its designated contractor, shall identify the minimum equipment required for the system to function. The property owner shall be responsible to pay the City a monitoring fee for said equipment, installation, maintenance, and monitoring.

Sec. 22-210. Wireless Alarm Equipment

The City shall be the owner of all equipment associated with the City's Wireless Alarm Network. Subscribers to the Wireless Network will be provided with a radio transceiver that replaces their current monitoring connection arrangement to the remote supervising station. The subscriber, through the monitoring fee, is leasing the radio transceiver from the City.

Sec. 22-211. Wireless Fire Alarm Transceiver Equipment Installation and Maintenance

The installation and the annual and necessary maintenance, testing, and repair of the radio transceiver at the subscriber's premise will be completed solely by the City's designated contractor. The City will contract with a single vendor to provide this service. Subscribers to the City's Wireless Alarm Network will be advised of the City's contractor identity. Subscribers shall allow the City's contractor to have access to the radio transceiver during normal business hours for all required and necessary installation, annual and necessary maintenance, testing, and repair to ensure the system remains code compliant.

Sec. 22-212. Connection Method

The method of connecting directly to the remote supervising station shall be by the City's Wireless Alarm Network or other alternate connection means as approved by the City. All alarm system control panels connected to a Wireless Network radio transceiver shall be provided with at least one reverse polarity output. All alarm control panels shall be UL listed.

Sec. 22-213. Monitoring Fees and Other Charges

Upon connection to the City's remote supervising station, the subscriber shall pay the City an inclusive monthly monitoring and radio fee as set forth in subsection 11 of Appendix B (Fee Schedule). All other charges associated with the connection to the City's remote supervising station, installation of appropriate equipment and maintenance of equipment shall be those imposed in Appendix B (Fee Schedule).

Sec. 22-214. Alarm Registration

All connections to the City's Wireless Alarm Network shall be preceded by a registration process. The alarm registration form including all of its conditions shall be mandatory requirements and conditions for each subscriber to the monitoring service. The registration form shall be provided by the City. The registration form shall be accompanied by a copy of this ordinance.

Sec. 22-215. Alarm System Maintenance

The installation and the annual and necessary maintenance, testing, and repair of the alarm system at the subscriber's premise, exclusive of the equipment listed in Section 22-210, will be completed as required in accordance with applicable codes and ordinances of the City. While the City will repair and maintain its wireless equipment, including the radio transceiver at the subscriber's location, it is the responsibility of the owner of the alarm control panel within the premise to provide the required annual and periodic testing for all components of the alarm system.

Sec. 22-216. Amendment of Appendix B/Fee Schedule

The Appendix B (Fee Schedule) may be amended in the discretion of the Corporate authorities of the City of Wheaton.

Sec. 22-217. Prior Agreements

Commencing with the adoption of this Ordinance, no property owner required to subscribe to the City's Wireless Alarm Network, shall enter into or extend any exclusive agreement with any other party concerning any alternative alarm monitoring system.

Sec. 22-218. Change in Ownership of Subscriber's Premises

The sale or transfer of the subscriber's premises shall not relieve the subscriber or subscriber's duties and obligations under the terms of this Ordinance until the new owner or person controlling the premises of a registered alarm system executes the registration form required by Section 22-214.

Sec. 22-219. No Warranties or Representations

Nothing in this Ordinance shall constitute a representation or warranty that the alarm system or the monitoring of the alarm system will prevent any loss by fire, burglary or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. The City makes no representations or warranties, either expressed or implied, as to any matter whatsoever, including without limitation the condition of the equipment, its merchantability or its fitness for a particular purpose. A subscriber may not rely on any representation or warranties by the City express or relied and nothing in this Ordinance or the requirements of this Ordinance shall be deemed to create any express or implied warranty.

Sec. 22-220. The City Not an Insurer

The City is not an insurer under this Ordinance and the subscriber assumes all risk of loss or damage to the subscriber's premises or contents thereof. The subscriber shall have the right to purchase whatever insurance the subscriber requires in order to protect their property and/or person(s) from injury or the commission of any crime. Neither does this Ordinance create any certainty with regard to the response time of any fire department or police department should either or both of these departments be dispatched as a result of a signal being received by the equipment required by this Ordinance. Nothing in this Ordinance waives or releases any and all statutory of common law immunities of the City of Wheaton which are specifically reserved."

Section 2: That Appendix B (Fee Schedule) of the Wheaton City Code, 1996, as amended, is hereby further amended by adding a new Section B-11, Wireless Alarm Network, as follows:

1. Monthly Rate for Monitoring and Radio Lease	\$85.00
2. Replacement of Damaged Radio	\$804.00
3. Remove Subscriber Location Radio	\$55.00
4. New Subscriber Connection Fee	\$150.00
5. Disconnect/Reinstall Radio	\$200.00"

Section 3: Section 76, Definitions, of Chapter 26, Businesses, Article III, Burglar and Holdup Alarm Businesses, shall be amended with the words "Communicator panel", "Direct alarm", and "Hold up alarm system" which shall mean as follows:

"Communicator panel (remote supervising station) means the device that receives alarm signals from subscribers whose lines or radio frequency terminate at the City's remote supervising station.

Direct alarm means any hold up alarm running directly from a specific location to the City's remote supervising station, connected by leased telephone line or wireless radio.

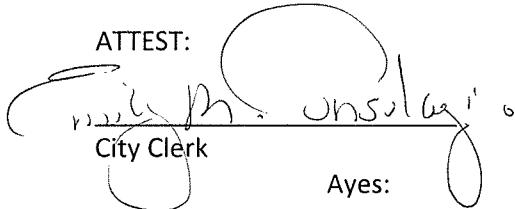
Hold up alarm system means an alarm system signaling a robbery or attempted robbery and being permitted as a direct alarm only."

SECTION 4: Section 80, Communicator panel – Acquisition, and Section 81, Same – Obligations of successful bidder, Chapter 26, Businesses, Article III is hereby repealed and rescinded in its entirety with subsequent paragraphs renumbered in sequential order.

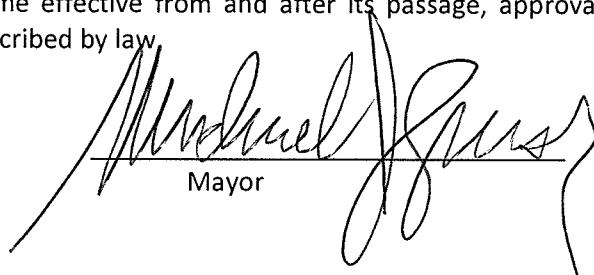
SECTION 5: All ordinances and parts of Ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 6: That if any part or portion of this Ordinance shall be declared invalid by court of competent jurisdiction, such invalidity shall not affect the remainder of this Ordinance.

SECTION 7: This Ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:

City Clerk

Ayes:


Mayor

Roll Call Vote:

Councilman Mouhelis
Mayor Gresk
Councilman Prendiville
Councilman Scalzo
Councilman Suess
Councilwoman Corry
Councilman Levine

Nays:

None

Absent:

None

Motion Carried Unanimously

Passed: June 21, 2010

Published: June 22, 2010