

3. The efforts made, if any, by the subscriber to control, direct, and instruct the subscriber's employees with regard to the proper use of the subscriber's alarm system.
4. The efforts made by the subscriber to repair and maintain the alarm system in proper working order.

(e) Any other matter the City Council deems relevant.

Sec. 18-95 Police/Fire Alarms, Generally (MC-11-1028).

1. Fire alarm systems shall be designed and installed in accordance with the provisions of the International Building Code (IBC)/2006 Edition as adopted by the City and amended from time to time, International Fire Code (IFC)/2006 Edition as adopted by the City and amended from time to time, and this Ordinance. Devices, appliances and equipment shall be listed and approved for the purpose for which they are installed. Automatic fire detection shall be by smoke detectors, except that an approved alternative type of detector shall be installed where a smoke detector is inappropriate.
2. An approved fire alarm and detection system shall be provided within the City of McHenry (City) where required by the IBC/IFC.
3. Single and multiple station smoke detection shall be provided in accordance with the IFC, as amended from time to time.
4. Where a fire alarm system control unit is provided for the required supervision of fire protection system as indicated in the IBC or IFC as adopted and amended from time to time, alarm, supervisory (where applicable) and trouble signals shall be transmitted to the remote supervising station at the City of McHenry Police Department ("Police Department") in accordance with the IBC or IFC. The method of connection to the remote supervising station shall be in accordance with Section 18-92 of this Ordinance.
5. All existing required fire alarm and security systems connected to the City's remote station by phone line as of May 1, 2011, shall convert to the City's Network on or before December 1, 2011.
6. All existing required fire alarm and security systems not connected to the City's remote station by phone line as of May 1, 2011 shall convert to the City's Network in accordance with Section 18-92 of this Ordinance on or before May 1, 2016.
7. Where a non-required fire alarm system is directly connected to the City's remote station the method of connection shall be in accordance with Section 18-92 of this Ordinance.

Sec. 18-96 Wireless Alarm Network.

1. **Connection.** The method of connecting directly to the remote supervising station shall be by the City of McHenry's Wireless Alarm Network ("Network"), or other alternate connection means as approved by the Director of Construction and Neighborhood Services. All fire alarm system control panels connected to a Network radio transceiver shall be provided with at least one reverse polarity output except that fire alarm control panels monitoring supervisory signals (tamper switches, fire pump conditions, etc.) shall be provided with two reverse polarity outputs. All fire alarm control panels shall be UL listed for remote station signaling of Manual, Automatic, Waterflow (where applicable) and Supervisory (where applicable) signals by the reverse polarity method. Other listed and supervised methods of connection between the fire alarm control unit and the radio transceiver shall be permitted. A minimum 12V filtered DC signal shall be provided from the fire alarm control unit to the radio transceiver.
2. **Primary Power Required.** The fire alarm contractor shall provide a 1900 box directly above and within three feet of the fire alarm control unit. The 1900 box shall house the A/C primary power source for the fire alarm control panel. Sufficient additional wire shall be left in the 1900 box to allow for the City's radio vendor to splice into the A/C conductors to obtain power for the radio. When the 1900 box, and A/C primary power source is not provided, other wiring methods may be permitted by the City.
3. **Application Process.** All connections to the Network shall be preceded by an application process. The City shall provide to owners, agents or occupants of buildings within the City, requiring or requesting connection to the City's Network, appropriate forms and contracts which shall be completed and returned to the City prior to the approval of such a connection.
4. **Fire System Monitoring Fees.** Fees for the monthly monitoring of signals shall be as follows:
 - A. Fire, supervisory, trouble signals from fire alarm control units: \$80 per month.
 - B. The monthly fees for City buildings will be waived.
 - C. Connections made to the Network on the 1st through the 15th of the month will be charged the applicable full monthly monitoring fee for the first month of service. Connections made on the 16th through the last day of the month will be charged ½ of the applicable monthly fee for the first month.
 - D. Invoices will be mailed monthly and are required to be paid within thirty days. All fees shall be paid to the City of McHenry. A late payment penalty of ten percent (10%) will be assessed to any delinquent invoices. The Wireless Alarm Board may deny alarm monitoring service if a customer falls more than sixty days delinquent on any outstanding invoice. If the Wireless Alarm Board decides to temporarily suspend the fire alarm monitoring to a given building, specifically in cases where this monitoring is required by the IFC or IBC, this action may result in the City revoking the building's certificate of occupancy until the condition has been corrected.

Sec. 18-97 Fire Systems Registration and Fees.

1. This section shall apply to all fire alarm systems connected to the City's Network. Each fire alarm and security system within the City shall be registered if connected to the City's Network. Registration of the fire alarm system is intended to provide the City with current information related to the fire alarm system including, but not limited to, its owner, the responsible party, night/after hour call information, fire alarm system maintenance contractor, and the results of the required annual fire alarm inspection. Each fire alarm and security system owner shall complete a registration form provided by the City at the time of initial connection to the Network, and annually when the connection to the Network is renewed.
2. All fees charged for the registration of radios as determined by Council shall be paid to the City of McHenry.
3. Annual registration fees for City buildings will be waived.

Sec. 18-98 Initial Connection Fees.

A one-time connection fee as determined by Council shall be charged for all new fire alarm systems connected to the Network. This fee shall be collected by the City prior to the initial connection to the Network. Connection fees for City buildings shall be waived.

Sec. 18-99 Renewal of Monitoring and Registration Fees.

Subscribers to the Network will be invoiced by the City quarterly for monitoring services. Annually, the cost for the renewal registration fee will be invoiced. All annual monitoring and registration fees shall be paid prior to the start of the new annual renewal period. All fees shall be paid to the City of McHenry. A late-payment penalty of ten percent (10%) will be applied to all invoices that are delinquent.

Sec. 18-100 Network Equipment.

1. The City is the owner of all equipment associated with the Network. Subscribers to the Network will be provided with a radio transceiver that replaces the traditional phone circuit for connection to the remote supervising station. The subscriber, through the quarterly monitoring fee, is leasing the radio transceiver from the City.
2. The installation, annual and necessary maintenance, testing, and repair of the radio transceiver at the subscriber's premise will be completed solely by a fire alarm company chosen by the City. The City will contract with a single vendor to provide this service. Subscribers to the Network will be advised of the City's vendor identity. Subscriber's shall allow the City's vendor access to the radio transceiver during normal business hours for all required or necessary installation, annual maintenance, testing, and repair.

3. The City will install the necessary radio transceiver at the subscriber's location at no cost to the subscriber, other than those indicated in Sections 18-92 through 18-95 of this Ordinance, when a standard installation can be accomplished by the City's vendor. The Wireless Alarm Board is responsible for determining the components that must be provided within a standard installation. When the City's vendor cannot perform a standard installation, and an antenna other than the one provided on the radio must be used to permit Network connectivity, the subscriber will be invoiced a non-standard installation fee by the City in accordance with a fee schedule agreed to with the City's vendor. Fees for non-standard installations shall be paid to the City within thirty days of installation.
4. All fire alarm systems shall be subject to inspection, testing and maintenance. Inspection, testing and maintenance shall be documented. Documented annual test results shall be provided to the City as part of the annual registration renewal. While the City will repair and maintain its Network equipment, including the radio transceiver at the subscriber's location, it is the responsibility of owner of the fire alarm system within the premise to provide the required inspection, testing and maintenance at their own expense.

Sec. 18-101 Automatic dialer alarms.

Automatic dialer alarms that dial directly into the Police Department are not allowed to be used within the corporate limits of the City, with the exception of those used by the City and those authorized by the Chief of Police or his/her designee based upon special facts involving medical and/or life threatening circumstances.

Sec. 18-102 Audible Security Alarms.

Any security alarm that emits an audible alarm is required to have a cut-off timer that will shut the alarm off automatically after thirty minutes.

Sec. 18-103 Limitation on city liability.

The City shall take reasonable precautions to assure that the alarm signals and alarm activations received by the City either directly or indirectly are given appropriate attention and are acted upon by the McHenry Police Dispatch Center. Nevertheless, the City shall not be liable for:

1. Any defects in the operation of an automatic signaling device;
2. Any failure or neglect to respond appropriately upon receipt of an alarm from any source;
3. For failure or neglect of any person in connection with the installation and operation of equipment, the transmission of alarm signals and/or prerecorded alarm messages or the relaying of such signals and messages.

In the event the City finds it necessary to disconnect a defective alarm detection system, the City shall incur no liability for such action.

Sec. 18-104. False alarms prohibited.

It shall be unlawful for any person to knowingly activate an alarm system for the purpose of summoning the police if such person knows or suspects that there is no actual or prospective emergency.

Sec. 18-105. Charges for false alarms.

When six or more false alarms are received from any subscriber's premises during any calendar year by the alarm monitoring and control system, a service charge of \$25 for the seventh false alarm and \$25 for each and every false alarm thereafter shall be assessed and billed to the subscriber.

Sec. 18-106. Penalties.

Any person who violates or neglects to comply with any provision of this Chapter 18 or any regulation promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine of not less than \$50.00 nor more than \$750.00. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues.