

ORDINANCE NO. 2026-1

**AN ORDINANCE REGULATING FIRE ALARM SYSTEMS, FALSE FIRE ALARMS, AND
EMERGENCY REPORTING EQUIPMENT WITHIN
THE MOKENA FIRE PROTECTION DISTRICT**

WHEREAS, it is the experience of the Mokena Fire Protection District in the past years with recorded messages and fire alarms sent by automatic protection devices, that the need exists for regulation of the use of various types of emergency reporting equipment that are now being used to report emergencies to the Mokena Fire Protection District communications center and Laraway Communications Center, and

WHEREAS, it is in the best interest of the citizens and residents of the Mokena Fire Protection District that an Ordinance be enacted regulating the use, installation, operation and maintenance of said emergency reporting systems and that such an Ordinance will promote health, safety, and welfare to all residents of the community.

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Mokena Fire Protection District, Will and Cook Counties, Illinois, as follows:

SECTION I DEFINITIONS

- 1.1 Alarm Equipment Installer: Any licensed person, firm or corporation that sells or leases, installs and/or maintains automatic protection devices.
- 1.2 Automatic Protection Device: An electrically operated instrument composed of sensory apparatus and related hardware that is listed under Underwriters Laboratory, which automatically sends over regular telephone lines, leased telephone lines or radio transceiver an alarm signal upon receipt of a stimulus from the sensory apparatus that, has detected a physical force or condition inherently characteristic of fire.
- 1.3 Communications Center: The communications center designated by the Mokena Fire Protection District fire station, currently the Laraway Communications Center.
- 1.4 Dedicated Circuit: A supervised leased telephone line exclusively for transmitting the automatic protection device located at sprinklered and/or multi tenant buildings to the Mokena Fire Protection District Communications Center.
- 1.5 Direct Connection: An approved supervised radio transceiver exclusively for transmitting the automatic protection device to the Mokena Fire Protection District remote receiving station at the communications center of the fire department.
- 1.6 Digital Alarm: Digital Alarm Communicator system used for automatic protection device signaling over public switched telephone network.
- 1.7 Dialer Alarm: An alarm communicator that directly dials an emergency number being used by the public to report emergencies to the communications center and/or the Laraway Communications Center for the purpose of transmitting a pre-recorded message.

- 1.8 False Fire Alarm: The activation of an alarm system which elicits a fire department response where the situation requiring such a response does not in fact exist. False fire alarms shall not include alarms activated by:
1. Fire causing damage to structures or contents of a protected premises when verified by the Fire District.
 2. Earthquake causing structural damage to the protected premises and/or the fire alarm equipment.
 3. Hurricane or tornado winds causing structural damage to the protected premises.
 4. Flooding of the protected premises due to overflow of natural drainage.
 5. Lightning causing physical damage to the protected premises and/or the fire alarm equipment.
 6. Telephone line malfunction verified to the Fire District by an authorized telephone company supervisor within seven days of the occurrence.
- 1.9 Fire Alarm: A signal initiated to the fire alarm control panel by a device or system designed to detect the presence of a hostile fire. These devices are to include but not be limited to pull stations, smoke detectors, heat detectors, sprinkler systems, and kitchen hood systems.
- 1.10 Intentional False Alarms: Those False Alarms that are purposely and non-accidentally activated in non-emergency situations without prior notification to the District.
- 1.11 Laraway Communications Center: The center to which the fire department subscribes for its emergency dispatching and fire inter-communications.
- 1.12 Trouble Alarm: A signal initiated to the fire alarm control panel indicating a disarrangement of the protective signaling of the fire alarm system.
- 1.13 Fire Official: It shall be the duty and responsibility of the Chief of the Fire Protection District or the Fire Prevention Bureau to enforce the provisions of the Ordinance.
- 1.14 User: Any person, firm, corporation or authorized agent which has been granted access to use or otherwise connect an automatic protection device to the communications center designated by the fire department.
- 1.15 Radio Transceiver: A radio transmitter/receiver network used as a medium for transmitting the automatic protection device of a protected premise to the Mokena Fire Protection District communications center.
- 1.16 Out of Service Alarm: Any time an alarm is taken out of service due to some type of malfunction causing the alarm not to transmit signals properly or not reset; business is placed on a 9-1-1 call in response only. Some businesses may require a Fire Watch.
- 1.17 Limited Service Alarm (also known as Full Fire Only): Any time an alarm is taken from a full-service status due to a problem with alarm, and alarm is still able to send Fire Signal.

SECTION II CONNECTIONS TO THE COMMUNICATIONS CENTER

- 2.1 Registration Required: Each fire alarm system within the District shall be registered. Registration of the fire alarm system is intended to provide the District with information related to the fire alarm system including, but not limited to, its owner, the responsible party, night/after hour call information, fire alarm maintenance contractor, and the results of the annual fire alarm inspection. Each fire alarm system owner shall complete a registration form provided by the District at the time of initial connection to the wireless network, and annually when the fire alarm system is inspected and tested in accordance with NFPA 72.
- 2.2 Fire Alarm System Connection: All fire alarm systems in the District shall be directly connected to Laraway Communications Center. No fire alarm system contracts are required to be terminated early, but any new or expiring alarms are required to connect to the wireless radio alarm system unless a variance is granted.
- 2.3 Dialer Alarms: All Dialer Alarms are hereby prohibited to be directly connected to the communications center and Laraway Communications Center.
- 2.4 Digital Alarms: All Digital Alarms are hereby prohibited to be directly connected to the communications center and Laraway Communications Center.
- 2.5 Dedicated Circuit Alarms: All Dedicated Circuit Alarms are hereby prohibited to be directly connected to the communications center and Laraway Communications Center.
- 2.6 Any existing central station, digital or dedicated fire alarm systems that have been disconnected for any length of time or reason shall be converted to an approved radio transceiver prior to reconnection to the communications center as defined in section 1.3.
- 2.7 Connection Method: The method of direct connection shall be via the approved wireless radio transmitter in accordance with NFPA 72 or other alternate direct connection means as approved by the Fire Chief.
- 2.8 Application Process: All connections shall be preceded by an application process. The District shall provide the application to owners, agents or occupants of buildings within the District requiring or requesting connection.

SECTION III EQUIPMENT INSTALLATION / TESTING / MAINTENANCE

- 3.1 License Required: All alarm equipment installers must, upon request, present a copy of their *current* license that was issued to them by the State of Illinois (Fire Alarm Contractor License) or City of Chicago (Electrical Contractor License) to the fire official prior to installation of any automatic protection devices. This shall include any fire alarm contractor performing any type of work on a fire alarm system including but not limited to: design, installation, maintenance and/or any activity involving relocation or elimination of any existing device(s).
- 3.2 Wireless Fire Alarm 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 fire alarm company designated by the District or its Communications Center.

- 3.3 Testing: All fire alarm systems shall be subjected to annual and periodic testing in accordance with NFPA 72. The results of all required tests shall be recorded and shall be provided to the District as part of the annual registration renewal.

SECTION IV FALSE / NUISANCE ALARMS

- 4.1 No User shall permit, allow or suffer the alarm system to communicate or transmit a False Fire Alarm. For the first two (2) False Fire Alarms within a twelve (12) month period, there shall be no fee; however a warning in writing may be issued. For the third False Fire Alarm within a twelve (12) month period, the User of the protected premises shall pay a fine of \$200.00 with each charge increasing by \$100.00 for each additional False Fire Alarm within a twelve (12) month period not to exceed \$1,000.00 per occurrence. All fines are to be paid to the Mokena Fire Protection District.

If the False Fire Alarm is an intentional alarm, then an additional fine of \$1,000.00 shall be added to the fine listed above.

- 4.2 Trouble alarm conditions shall be corrected as soon as practicably possible. For the first two (2) trouble / nuisance alarms within a twelve (12) month period there shall be no fee; however a warning in writing may be issued. For the third trouble / nuisance alarm within a twelve (12) month period, the User of the protected premises shall pay a fine of \$100.00 with each charge increasing by \$100.00 for each additional trouble / nuisance alarm not to exceed \$1,000.00 per occurrence. All fines are to be paid to the Mokena Fire Protection District.
- 4.3 At the discretion of the Fire Official, a fine will ensue if at any time an alarm is taken out of service due to some type of malfunction causing the alarm not to transmit signals properly; or an alarm is taken from a full-service status due to a problem with alarm, and the alarm is still able to send Fire Signal.

First Notice:	Warning Letter with fifteen (15) days to comply
Second Notice:	\$200 fine and fifteen (15) days to comply
Third Notice:	\$500 additional fine and seven (7) days to comply OR optional Vendor Meeting
Fourth Notice:	\$550 additional fine and seven (7) days to comply
Fifth & subsequent:	Fine increased by \$50 for each additional seven (7) days until alarm is repaired

- 4.4 Fee for resetting or silencing of the fire alarm and/or trouble alarm prior to the arrival of the Mokena Fire Protection District, shall result in fines. For the first two (2) offenses within a twelve (12) month period there shall be no fee; however a warning in writing may be issued. For the third offense within a twelve (12) month period, the User of the protected premises shall pay a fine of \$500.00 (in addition to any other appropriate fines); with each subsequent offense fee increasing by double the previous fee (in addition to any other appropriate fines). All fines are to be paid to the Mokena Fire Protection District.
- 4.5 Any User shall be fined \$1,000.00 per alarm to be paid to the Mokena Fire Protection District; for any alarm equipment installer, person, firm, corporation or authorized representative found by the fire official to have caused a false alarm through negligence.

- 4.6 More than one User may be charged under this Ordinance for a single False Alarm, and the User(s) so charged are jointly and severally liable for any citations and fines due under this Ordinance.

SECTION V PENALTY FOR VIOLATIONS

- 5.1 Except as otherwise provided herein, any User violating the provisions of this Ordinance or failing to comply with any order issued pursuant to any section thereof, shall be fined \$500.00 per violation for each day that such violation continues, to be paid to the Mokena Fire Protection District.
- 5.2 In addition to the fines set forth in Section IV, if any User refuses to pay or fails to pay within 60 days of notice of the fine, the User will be deemed to have further violated this Ordinance and will incur an additional penalty of \$250 for each offense plus all legal fees and all costs caused by enforcement. Such fees and costs shall include, but not be limited to, staff costs of inspection or re-inspection, legal fees, collection fees and staff cost of enforcement. A separate offense shall be deemed committed for each day on which a violation occurs or continues.
- 5.3 Failure to pay any fine or penalty imposed by this Ordinance will result in the imposition of judicial proceedings to collect said fine or penalty. In the event it is necessary to seek judicial relief, the District shall be entitled to collect any and all attorneys' fees, witness fees and other court costs incurred by virtue of the court proceedings.
- 5.4 The Fire Chief and his/her designee(s) are hereby permitted to waive the warnings and/or fees due under this Ordinance in cases of demonstrated financial hardship, intergovernmental cooperation, in cases where Systems have been repaired or replaced and are operating properly, or in cases where the Fire Chief determines that a waiver is otherwise necessary and just under the circumstances. Unless otherwise initiated by the Fire Chief or his/her designee(s), requests for the waiver of fees must be made in writing to the Fire Chief, who shall make the initial determination as to the validity of the waiver request. Any waiver or forbearance under this Paragraph shall not be deemed a waiver by the District to pursue future violations by the user.
- 5.5 All revenue from the charges assessed pursuant to this Ordinance shall be deposited in the general fund of the District.
- 5.6 Appeals: All Users who are assessed fines in accordance with this Ordinance or denied a waiver of fine shall have the right to appeal their fines before the Fire Chief of the District in accordance with the appeal procedure established below:
- 5.6.1: Step One: All applications for appeal shall be made in writing to the Fire Chief within fifteen (15) calendar days from the date that the fines under this Ordinance are imposed, or they are deemed waived. Upon receipt of an application for appeal, the Fire Chief will schedule a hearing on the User's appeal. Said hearing shall commence no less than fifteen (15) calendar days from the date that the Fire Chief receives the User's application for appeal. All Users making an application for appeal shall be given an opportunity to be heard and may appear with the representative of their choosing. The Fire Chief shall provide the User with a written notice of his decision within five (5) business days from the completion of the appeal.

5.6.2: Step Two: All Users that have completed Step One of this appeal procedure shall have the right to an additional appeal before the Board of Trustees of the District. Said appeal to the Board of Trustees shall be made in writing to the Fire Chief within fifteen (15) calendar days from the date that the Fire Chief renders his or her decision on Step One of the appeal procedure. All Users making an application for appeal before the Board of Trustees shall be given an opportunity to be heard and may appear with the representative of their choosing. The Board of Trustees may opt to appoint a hearing officer to hear the Step Two appeal. The hearing officer shall report his or her factual findings and any recommendations to the Board of Trustees at its next regular board meeting. The Board of Trustees shall deliberate and make a decision on the Step Two appeal at that meeting, and the Board or its designee shall provide the User with a final written determination on the appeal within five (5) business days of the date of its Board meeting.

SECTION VI LIABILITY OF COMMUNICATIONS CENTER AND LARAWAY COMMUNICATIONS CENTER

6.1 The Communications Center and Laraway Communications Center shall take every reasonable precaution to assure that alarm signals and pre recorded alarm messages received by the Communications Center and Laraway Communications Center are given appropriate attention and are acted upon with dispatch. Nevertheless, the Communications Center and Laraway Communications Center shall not be liable for any defects in operation of any alarm type of system, for any neglect to respond appropriately upon receipt of an alarm, for the installation and operation of equipment, the transmission of alarm signals and messages. The Communications Center and Laraway Communications Center shall not be liable for interruptions of service due to strikes, riots, floods, fires or acts of God or any cause beyond the control of the Communication Center or Laraway Communications Center. In the event that the Mokena Fire Protection District, Communications Center, or Laraway Communications Center finds it necessary to disconnect a defective automatic protection device, then neither the Mokena Fire Protection District nor the Communications Center or Laraway Communications Center shall incur any liability for such action.

6.2 The Mokena Fire Protection District assumes no liability for:

1. Any defects in the operation of a fire alarm system;
2. For failure or neglect to respond appropriately upon receipt of an alarm;
3. For failure or neglect of any person in connection with the installation, operation or maintenance of any fire alarm system; or
4. The transmission of alarm signals, pre-recorded alarm messages, or the relaying of such signals and messages.

SECTION VII REPEAL OF CONFLICTING ORDINANCES

7.1 All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance hereby adopted are hereby repealed to the extent of such conflict.

SECTION VIII VALIDITY

8.1 The Board of Trustees for the Mokena Fire Protection District hereby declares that should any section, paragraph, sentence or word of this Ordinance hereby be adopted be declared for any reason to be invalid, it is the intent of said Board of Trustees that it would

have passed all other portions of this Ordinance independent of the elimination here from any such portion as may be declared invalid.

SECTION IX DATE OF EFFECT

9.1 This Ordinance shall take effect and be in full force from and after its passage, approval and publication as required by law.

ADOPTED by the Board of Trustees of the Mokena Fire Protection District on the 12th day of May, 2026, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

President, Board of Trustees
Mokena Fire Protection District

ATTEST:

Secretary, Board of Trustees
Mokena Fire Protection District

STATE OF ILLINOIS)
) SS
COUNTIES OF WILL & COOK)

SECRETARY’S CERTIFICATE

I, _____, the duly qualified and acting Secretary of the Board of Trustees of the Mokena Fire Protection District, Will and Cook Counties, Illinois, do hereby certify that I am the keeper of its books and records and that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE REGULATING FIRE ALARM SYSTEMS, FALSE FIRE ALARMS, AND EMERGENCY REPORTING EQUIPMENT WITHIN THE MOKENA FIRE PROTECTION DISTRICT

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 12th day of May, 2026.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of May, 2026.

Secretary, Board of Trustees
Mokena Fire Protection District