

(Published in the Topeka Metro News November 1, 2010)

ORDINANCE NO. 19482

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. regarding an Agreement between the City of Topeka, Kansas, and Crown Distributors for the purpose of providing fire protection to a property outside of the City limits, pursuant to K.S.A. 80-1502.

WHEREAS, the City of Topeka (hereinafter referred to as the "City") and Crown Distributors, LLC, (hereinafter referred to as the "Contracting Party") desire to enter into an agreement for the City of Topeka to furnish firefighting services as provided by K.S.A. 80-1502, which relates to the fighting of fires and authorizing cities to contract for firefighting services outside the city limits.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that:

Section 1. The Fire Department of the City of Topeka shall furnish such firefighting services and equipment as may be reasonably necessary to fight fires and to attend all fires which may occur at the Contracting Party facilities located at the property commonly known as 4435 NW Highway 24 in Shawnee County, Kansas. Provided, however, that the City of Topeka shall not be liable in any way for failure of the City of Topeka Fire Department to attend any fire, or to put out any fire, or for any other reason, but said Fire Department shall make a reasonable effort to attend such fire, road and weather conditions permitting. The Fire Chief or person in charge of said Fire Department shall have the right in every case to determine whether or not the City can spare any or a portion of its fire equipment or firefighters at that particular time. Contracting Party shall pay a fee in the amount of \$750.00 per year to the City of

Topeka; said payment to be made annually on the date the contract is signed. The compensation shall be deemed sufficient to pay the City of Topeka for reasonable use of the equipment and costs of the material used on the run and fighting the fire, if any, to pay the firefighters and enable the City to carry a sufficient amount of insurance to indemnify it for loss or damage to any firefighting equipment, or injury, or damage to personal property if the City be actually liable therefore. In the event only a chief's car and an engine company are needed on a fire run to Contracting Party's property, then the above fee shall constitute the total cost to Contracting Party. However, if additional fire equipment is brought in, then Contracting Party shall pay the City of Topeka an additional fee of \$250.00 per hour for the time that the additional equipment is required. All as provided for under the provisions of K.S.A. 80-1502. Provided further, that the compensation agreed upon herein shall be a legal charge and shall be collectable by the City in any court of competent jurisdiction.

Section 2. The Agreement shall be deemed automatically renewed each year unless cancelled as provided herein. The City of Topeka reserves the right to cancel the Agreement at the end of each annual term by giving sixty (60) days notice in writing to Contracting Party of its intention to cancel the Agreement and by repealing this corresponding ordinance. Contracting Party may cancel the Agreement at the end of each annual term by giving sixty (60) days notice in writing to the City of its notice to cancel the Agreement. The Agreement shall be considered by the parties cancelled in the event Contracting Party's above-described property is annexed into the city limits of the City of Topeka. Any fees received by the City pursuant to the Agreement shall be

51 refunded to the Contracting Party on a pro rata basis for the full months remaining until
52 the next annual fee is due and owing.

53 Section 3. Contracting Party shall provide the following:

54 A. Annual access to warehouse facilities for pre-fire planning by “first
55 in companies.”

56 B. Annual access to warehouse facilities for fire inspections by the
57 Fire Prevention Bureau. Inspections made will be without jurisdiction by the City
58 of Topeka and will be with recommendations only.

59 C. Detailed statements from Contracting Party setting out all in-house
60 fire protection and fire plans.

61 D. An annual report from Contracting Party listing all hazardous
62 materials stored in the warehouse, their amounts and location.

63 E. A listing of individuals and phone numbers of persons to contact in
64 case of an emergency after hours.

65 F. A listing of operating hours and number of employees in the facility
66 during those hours.

67 G. A current set of floor plans and site plans of the Contracting Party
68 facilities.

69 All information and documents provided by Contracting Party are to be updated
70 and provided to the Topeka Fire Department as changes occur.

71 Section 4. This Ordinance is made under and in conformity with the laws of
72 the State of Kansas. No such ordinance shall be effective unless the Agreement
73 granting the same has been executed as provided by law.

Section 5. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body October 26, 2010.

CITY OF TOPEKA, KANSAS

William W. Buntin, Mayor

ATTEST:

Brenda Younger, City Clerk