AN ORDINANCE introduced by Mayor Felker relating to the fighting of fires and providing for a contract between the City of Topeka, Kansas and the Menninger Foundation, 5800 and 6025 S.W. 6th Street, Topeka, Kansas, providing for the furnishing by the City of Topeka of a fire fighting service for the Menninger Foundation, and repealing City of Topeka Ordinance No. 16450.

Whereas, the City of Topeka and the Menninger Foundation desire to enter into a contract providing for the City of Topeka to furnish fire fighting services as provided by K.S.A. 80-1502, which section relates to the fighting of fires and authorizing cities to contract for fire fighting services outside the city limits.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. That the Fire Department of the City of Topeka shall furnish such fire fighting services and equipment as may be reasonably necessary to fight fires and to attend all fires that may occur on the following described real property and premises situated in Shawnee County, Kansas to-wit:

All buildings, and parking areas associated with, or belonging to the Menninger Foundation on property located at 5800 S.W. 6th Street, Topeka, Kansas, specifically listed as:

Seeley Conference Center; Building No. 1
Thornlea Commons; Building No. 2
Physical Recreation Building; Building No. 3
Dean Building; Building No. 4
Regenstein Creative Arts Complex; Building No. 5
Regenstein Creative Arts Complex; Building No. 6
Regenstein Creative Arts Complex; Building No. 7
Menninger Clinic; Building No. 8
Lederer Building; Building No. 9
Clapp Hall; Building No. 10
Rosenthal Building; Building No. 11
Aron Building; Building No. 12
Pozez Hall; Building No. 13
Arnold Building; Building No. 14
Mag Hall; Building No. 15
Dick Building; Building No. 16
Kresge Hall; Building No. 17
Rosenberry Building; Building No. 18
Tower Building; Building No. 19
Central Plant; Building No. 20
Boam Building; Building No. 21
Water Tower; Building No. 23
Power House; Building No. 24
Murphy Building; Building No. 25
Stauffer Building; Building No. 26
Clevenger Building; Building No. 27
Neiswanger Building; Building No. 28
Metal Building; Building No. 29
A.T. Equipment; Building No. 91

All buildings, and parking areas associated with, or belonging to the Menninger Foundation on property located at 6025 S.W. 6th Street, Topeka, Kansas, specifically listed as:

Quail House; Building No. 22

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 of Topeka can spare any or a portion of its fire equipment or firemen at that particular time.

The said Menninger Foundation shall pay a fee, in the amount of $15,019.00 per year to the City of Topeka; said payment to be made annually on the date the contract is signed.

The Menninger Foundation shall not be charged for the first five (5) false alarms initiated from the Menninger Foundation during any year which this contract is in effect. However, there will be a Fifty Dollar ($50.00) charge per call for the sixth (6th) call and each and every false alarm initiated after the sixth (6th) call from the Menninger Foundation during any year which this contract is in effect. The compensation shall be deemed sufficient at the time of entry of this contract 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 firemen and enable the City of Topeka to carry a sufficient amount of insurance to indemnify it for loss or damage to any fire fighting equipment, or injury, or damage to personal property if the
City of Topeka be actually liable therefore. 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 collectible by the City of Topeka in any court of competent jurisdiction.

**Section 2.** This contract shall be deemed automatically renewed each year unless cancelled as provided herein. That the City of Topeka reserves the right to cancel this contractual ordinance at the end of each annual term by giving written notice at least sixty (60) days prior to the end of each annual term to the Menninger Foundation of its intention to cancel the contractual ordinance, and by repealing this ordinance. The Menninger Foundation may cancel this contractual ordinance at the end of each annual term by giving the City of Topeka at least sixty (60) days prior to the end of the term of its intention to cancel this contractual ordinance.

This contract shall be considered by the parties cancelled in the event the Menninger Foundation is annexed into the city limits of the City of Topeka. Any fees received by the City of Topeka pursuant to this contract shall be refunded to the Menninger Foundation on a pro rata basis for the full months remaining until the next annual fee is due and owing.

**Section 3.** The Menninger Foundation shall provide the following:

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

B. Annual access to facilities for fire inspections by the Fire Department Inspections Bureau. Inspections made will be without jurisdiction by the City of Topeka and will be with recommendations only.
C. Detailed statements from the Menninger Foundation setting out all in-house fire protection and fire plans.

D. An annual report from the Menninger Foundation listing all hazardous materials stored in the facilities, their amounts and location.

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

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

G. A current set of floor plans and site plans for the Menninger Foundation.

All information and documents provided by the Menninger Foundation are to be updated and provided to the Topeka Fire Department as changes occur.

Section 4. This ordinance and written acceptance thereof by a representative of the Menninger Foundation shall constitute a legal and binding contract between the City of Topeka and the Menninger Foundation, as authorized by the provisions of K.S.A. 80-1502.

Section 5. That Ordinance No. 16450 is herby specifically repealed.

Section 6. 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 City Council

JUL 09 2002

ATTEST:

Iris E. Walker, City Clerk

APPROVED AS TO FORM AND LEGALITY
DATE 6/20/02 BY
TO BE CODIFIED
NOT TO BE CODIFIED X