ORDINANCE NO. 18056

AN ORDINANCE introduced by Mayor Felker relating to the fighting of fires and providing for a contractual ordinance between the City of Topeka, Kansas and the Menninger Foundation, 5800 and 6025 SW 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. 17867.

WHEREAS, the City of Topeka, hereinafter referred to as "City," and the Menninger Foundation, hereinafter referred to as "Menningers," desire to enter into a contractual ordinance providing for City 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 City's fire department 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 Menningers on property located at 5800 SW 6th Street, Topeka, Kansas, specifically listed as:

Seeley Conference Center; Building No. 1
Thornlea Commons; Building No. 2
Physical Recreation Building; Building No. 3
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
Stauffer Building; Building No. 26
Metal Building; Building No. 29
All buildings and parking areas associated with, or belonging to Menningers on property located at 6025 SW 6th Street, Topeka, Kansas, specifically listed as:
Quail House; Building No. 22
Provided, however, that City shall not be liable in any way for failure of City's 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 City can spare any or a portion of its fire equipment
or firemen at that particular time. Menningers shall pay a fee, in the amount of twenty
thousand dollars ($20,000.00) per year to City; said payment to be made annually on the
date the contractual ordinance is signed. Menningers shall not be charged for the first five
(5) false alarms initiated from Menningers during any year which this Contractual
Ordinance 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
Menningers during any year which this Contractual Ordinance is in effect. The
compensation shall be deemed sufficient at the time of entry of this Contractual Ordinance
to pay City 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 City 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 City is 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 City in any court of competent jurisdiction.

Section 2. This Contractual Ordinance shall be deemed automatically renewed
each year unless cancelled as provided herein. That City 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 Menningers of its intention to cancel the
Contractual Ordinance, and by repealing this Ordinance. Menningers may cancel this
Contractual Ordinance at the end of each annual term by giving City at least sixty (60) days
prior to the end of the term of its intention to cancel this Contractual Ordinance.

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

Section 3. Menningers shall provide the following:

A. Annual access to grounds for fire response review by "first in companies."
B. Purchase and installation of Knox Box at the location determined by City's
   fire department.
C. Detailed statements from Menningers setting out all in-house fire protection
   and fire plans.
D. An annual report from Menningers 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 current set of floor plans and site plans for Menningers.

All information and documents provided by Menningers are to be updated and
provided to City's fire department as changes occur.
Section 4. This Contractual Ordinance and written acceptance thereof by a representative of Menningers shall constitute a legal and binding contract between City and Menningers, as authorized by the provisions of K.S.A. 80-1502.

Section 5. That Ordinance No. 17867 is hereby 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 _________ AUG 05 2003

ATTEST: ____________________________________________________________________________

Iris E. Walker, City Clerk

APPROVED AS TO FORM AND LEGALITY DATE 8/7/03 BY RL
TO BE CODIFIED NOT TO BE CODIFIED

Harry Felker, Mayor