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4 **ORDINANCE NO. 19482**  
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6 AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. regarding an  
7 Agreement between the City of Topeka, Kansas, and Crown  
8 Distributors for the purpose of providing fire protection to a property  
9 outside of the City limits, pursuant to K.S.A. 80-1502.  
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11 WHEREAS, the City of Topeka (hereinafter referred to as the "City") and Crown  
12 Distributors, LLC, (hereinafter referred to as the "Contracting Party") desire to enter into  
13 an agreement for the City of Topeka to furnish firefighting services as provided by  
14 K.S.A. 80-1502, which relates to the fighting of fires and authorizing cities to contract for  
15 firefighting services outside the city limits.

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

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

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

42 Section 2. The Agreement shall be deemed automatically renewed each year  
43 unless cancelled as provided herein. The City of Topeka reserves the right to cancel  
44 the Agreement at the end of each annual term by giving sixty (60) days notice in writing  
45 to Contracting Party of its intention to cancel the Agreement and by repealing this  
46 corresponding ordinance. Contracting Party may cancel the Agreement at the end of  
47 each annual term by giving sixty (60) days notice in writing to the City of its notice to  
48 cancel the Agreement. The Agreement shall be considered by the parties cancelled in  
49 the event Contracting Party's above-described property is annexed into the city limits of  
50 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.

