



# **City of Grand Island**

**Tuesday, January 25, 2005**

**Council Session**

## **Item G11**

**#2005-28 - Approving Contract with Fonner Park Relative to  
Stand-By Ambulance**

**Staff Contact: Jim Rowell**

# **Council Agenda Memo**

**From:** Jim Rowell, Fire Chief  
**Meeting:** January 25, 2005  
**Subject:** Ambulance Service Contract for Fonner Park  
**Item #'s:** G-11  
**Presenter(s):** Jim Rowell, Fire Chief

## **Background**

The state constitution and underlying law prohibits using public property for private uses without compensation. Accordingly, in order for the City of Grand Island to provide a standby ambulance for Fonner Park, a contract setting forth the terms and conditions under which the vehicle is supplied and providing for compensation is appropriate.

The agreement is the same as in prior years' agreement.

## **Discussion**

Fonner Park has given the City of Grand Island a number of ambulances and emergency units over the years. In consideration of this, the agreement for the City to provide a standby ambulance provides for a nominal rental for the use of the vehicle. The suggested rental is \$1.00 per day. The agreement is to run for the current training and racing season. The personnel staffing the ambulance are to be provided by Fonner Park. In the event a patient is transported, the charges will be based on the current fee schedule. The transport will be by Fire Department ambulance allowing the standby ambulance to remain at Fonner Park and the races to continue.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the Ambulance Service Contract for Fonner Park.
2. Disapprove or /Deny the Ambulance Service Contract for Fonner Park.

3. Modify the Ambulance Service Contract for Fonner Park to meet the wishes of the Council
4. Table the issue

### **Recommendation**

City Administration recommends that the Council approve the Ambulance Service Contract for Fonner Park.

### **Sample Motion**

Approve the ambulance service contract for 2005 racing season at Fonner Park.

## **AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City) and THE HALL COUNTY LIVESTOCK IMPROVEMENT ASSOCIATION, INC., (Fonner Park) a Nebraska Corporation.

1.     **STATEMENT OF PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions under which the City will provide to Fonner Park an ambulance for use during the 2005 training and racing season.

2.     **EQUIPMENT AND RENTAL FEE:** In furtherance of this Agreement the City will provide an ambulance equipped with fuel and supplies for use at Fonner Park on each day requested during the 2005 training and racing season. Fonner park will provide personnel to drive and staff the ambulance. In consideration of the City providing the ambulance Fonner Park shall pay a rental fee of One Dollar (\$1.00) per day for the use of the ambulance. The rental fee shall be billed by the City and paid by Fonner Park at the conclusion of the racing season. This rental shall be in full and complete satisfaction for the use of the ambulance during the term of this Agreement.

3.     **TERM OF AGREEMENT:** The term of this Agreement shall commence with the opening of Fonner Park for training and shall conclude at the end of the 2005 racing season.

4.     **LIABILITY AND INSURANCE:** During the term of this Agreement the ambulance furnished by the City of Grand Island shall be covered by the City's automobile liability insurance at the City's expense. The personnel staffing the ambulance shall be covered by Fonner Park's liability insurance.

5. CHOICE OF LAWS: This Agreement shall be construed in accordance with the laws of the State of Nebraska and the United States of America.

6. EFFECTIVE DATE: The parties agree that this Agreement shall be in full force and effect on and after the commencement of the training season at the Fonner Park Race Track in preparation for the 2005 racing season. The Agreement shall be executed by the Mayor following approval by the City Council.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

\_\_\_\_\_  
RaNae Edwards, City Clerk

By \_\_\_\_\_  
Jay Vavricek Mayor

Attest:

HALL COUNTY LIVESTOCK  
IMPROVEMENT ASSOCIATION, INC.,  
A Nebraska Corporation,

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Hugh Miner, Chief Executive Officer

RESOLUTION 2005-28

WHEREAS, during the Fonner Park racing season, it is beneficial to have a stand-by ambulance available for emergency purposes; and

WHEREAS, it is the desire of the Hall County Livestock Improvement Association, Inc. (Fonner Park) and the City of Grand Island to provide an ambulance during the 2005 training and horse racing season; and

WHEREAS, an agreement has been reviewed and approved by the City Attorney's office for the provision of such ambulance at the Fonner Park Race Track for the 2005 training and horse racing season.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between the City of Grand Island and Hall County Livestock Improvement Association, Inc. (Fonner Park) for the provision of an ambulance during the 2005 training and horse racing season is hereby approved; and the Mayor is hereby directed and authorized to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 25, 2005.

---

RaNae Edwards, City Clerk