

**DONATION AGREEMENT**  
**1931 Pirsch Fire Engine**

1. Daniel K. Carstens, who resides as 1509 Jills Drive, Waukesha, Wisconsin, owns a 1931 Pirsch fire engine fire engine that has historic value and he desires to donate the vehicle to the City of Waukesha.
2. The City of Waukesha, whose address is 201 Delafield Street, Waukesha, Wisconsin, accepts the gift of the vehicle pursuant to the provisions of this agreement.
3. Carstens will donate all right, title, and interest to his 1931 Pirsch fire engine, VIN #480981, to the City by executing and transferring the title of the vehicle to the City.
4. The City shall take possession of the vehicle on or before June 15, 2016.
5. The City, in its sole discretion, may donate or loan the vehicle to a suitable museum for historical preservation purposes.
6. In the event that the City desires to sell the vehicle Carstens shall have a right of first refusal to obtain the vehicle back from the City upon notice from the City that it desires to sell the vehicle. Carstens shall exercise the first right of refusal within 30 days from the City's notice of its intent to sell the vehicle. If Carstens does not timely exercise the first right of refusal, the city may proceed to sell the vehicle under terms and conditions it deems appropriate. Upon the death of Carstens, the provisions of this paragraph shall expire and the city may sell the vehicle to any third party under the terms and conditions it deems appropriate.
7. Upon any sale of the vehicle by the City, the proceeds shall be deposited in the City of Waukesha Fire Department's Special Revenue Fund for Historic Preservation. Under no circumstances shall the sale proceeds be deposited or otherwise utilized for normal operating expenses of the City and/or its fire department.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2016

CITY of WAUKESHA

\_\_\_\_\_  
Daniel K. Carstens

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk.

# PETER PIRSCH & SONS CO.

KENOSHA, WISCONSIN

Inspection and Shipping

No 883 A

CUSTOMER'S ORDER NO.

Contract

SALESMAN

Hoykins

Sold To City of Saukesho,

Ship To same

DATE RECEIVED

Dec. 6 1930

Town and State Saukesho, Wis.

DATE SHIPPED

Ship Via Delivery 15-30 days.

QUANTITY

ARTICLE

Chassis Requirements

- 1 Pirsch-Champion 600 gal. fire engine, per following specifications:-
- 1 Hose body, 1200 ft. with 18" rear step, N.P. rails, skirts, seat, etc.
- 1 100 gal. Armo Metal booster tank inside hose body
- 1 12" S.S. roof ladder with f/a
- 1 20" S.S. Ladderless Extension Ladder
- 1 Hose reel in rear under body
- 200 ft. 3/4" Underwriters Chemical hose
- 1 Booster Nozzle, 1/4" tip
- 1 Pirsch 1-qt. CFC extinguisher, mounted
- 1 Electric hand lantern
- 1 10" Bell in front of radiator
- 1 Type 12 Sterling Siren Horn, 12 V.
- 1 Searchlight, mounted on side of dash
- 1 Axes in holders
- 1 Crow bar in holders
- 1 8" Pike pole
- 1 Nozzle plugs
- 1 Shatter-proof windshield
- 1 600 gal. pump with 1/2" diameter Ideal relief valve, 2-10" lengths 4 1/2" suction hose, strainer, gauges, reducer and one suction siphon, 4 1/2" x 2 1/2" all female ends.
- 1 Side steps to be 2" extra width.
- 1 Inquirer Bed. Letter hood

SAUKESHO I. D.

1938

12-V. System

Speedometer  
S.F. Wind-  
shield

Motor

Saukesho

Tires Front

2x7 Firestone

Tires Rear

1 1/2" Single

Wheels

Steel Spoke

Lamp

Beam Front

Washer

Paint

Inquirer

Body

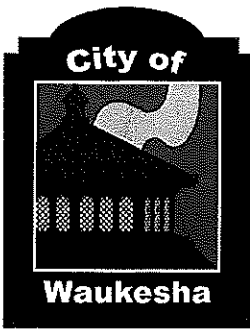
Pump

Remarks

536 6537

1938

*Handwritten notes:*  
3. H. W. ...  
5807587



## FIRE DEPARTMENT

130 W. ST. PAUL AVENUE  
WAUKESHA, WISCONSIN 53188-5172  
TELEPHONE: (262) 524-3649 FAX: (262) 524-3670

Steven Howard, Acting Chief

showard@ci.waukesha.wi.us

May 5, 2016

Mr. Joe Pieper, Chairman  
Finance Committee  
1011 W. Glenn Drive  
Waukesha, WI 53188

**SUBJECT: THE CREATION OF A SPECIAL REVENUE FUND TO PROMOTE  
HISTORIC PRESERVATION OF THE CITY OF WAUKESHA FIRE  
DEPARTMENT'S HISTORY AND HERITAGE**

Dear Chairman Pieper:

The Department was recently approached by a former firefighter and amateur historian wishing to gradually donate his collection of historical items from the City of Waukesha Fire Department. His archives include documents, hand held fire equipment and a 1931 Pirsch fire engine.

If these items are to be accepted in the future, the Department will need a means of funding their preservation, display and maintenance. By creating a special revenue fund, the Department will be able to accept donations so we can responsibly preserve our history without creating an additional tax burden.

The Department is requesting this fund be created to allow the Fire Chief and City Administrator to approve expenditures under \$5,000. For larger expenditures, such as the full restoration of a fire truck, approval would need to be obtained through the Finance Committee and Common Council. A number of individuals have already committed to making donations to establish this fund. A retired firefighter, who is also a local business owner, has volunteered to organize some fundraising activities.

Over the past several years, the Fire Department has placed an emphasis on preserving its history. The creation of this fund will provide a means to ensure our history is properly preserved without impacting the Fire Department's operational budget.

I will be present the night of the meeting to address any additional questions or concerns regarding this request.

Sincerely,

Steve Howard, Acting Chief



May 24, 2016

Chief Steve Howard  
City of Waukesha Fire Department  
130 W. St Paul Avenue  
Waukesha, WI 53188

Dear Chief Howard,

I am writing this letter to describe my activities and level of involvement as the City of Waukesha EMS Medical Director to assist the finance committee in any contractual or compensation decisions regarding my services.

As the EMS Medical Director for the City of Waukesha, I have many basic activities. On a routine basis, I perform the following overall tasks:

- provide EMS medical direction to pre-hospital medical services personnel
- coordinate the fire department monthly EMS training with the fire department staff and the department EMS educator
- provide services of medical control physicians to give guidance, assistance, advice, or command to field personnel as needed
- write, review, and approve EMS protocols to guide the medical direction of the department
- assist in new paramedic training and orientation
- periodically review and critique cases handled by personnel for the purpose of improving medical care and operations
- provide input in the review of policies and procedures
- assist the department in planning and budgeting to enhance the quality of EMS services

Prior to my term as EMS Medical Director, these tasks were performed by prior directors with significantly less involvement. My level of involvement in the department has been significantly higher. Just as the practice of medicine involves continual reassessment and training to maintain a high quality of care, EMS medical practice also requires continual reassessment and training to maintain high standards. To assist the department in developing and maintaining a high level of care, I have chosen to be an actively involved medical director. Thus, in addition to the basic EMS Medical Director duties listed above, I have also done the following:

- I have attended and been involved in the majority of the three monthly EMS training sessions.
- In addition to giving lectures at the monthly training sessions, I have also personally organized and performed hands on training with each

paramedic to review critical skills such as basic and advanced airway skills.

- I have provided frequent extensive review of difficult or challenging cases with the entire paramedic group for the purpose of enhancing the understanding of medical conditions and interventions and improving EMS medical care.

Although this additional involvement has been time consuming, it has had a tremendous positive impact on the care that the department has provided the community and has improved both the skill level and performance expectations of the department.

My extra involvement in the department has been beneficial but time consuming. On an average month, I have spent between 30 and 40 hours performing the tasks above. This has limited the amount of time available to perform my more highly compensated clinical and administrative duties working as an emergency physician. I would like to continue my high level of involvement as the City of Waukesha EMS Medical Director. As a result, it would be helpful to adjust my compensation to allow me to continue this higher level of involvement.

Please let me know if you need any other information. Thanks for your assistance in this matter.

Sincerely,

Mark Polentini, MD  
EMS Medical Director – City of Waukesha Fire Department

## Agreement for Emergency Services and Medical Direction

This Agreement is made and entered into by and between the City of Waukesha, a Wisconsin Municipal Corporation, with offices at 201 Delafield Street, Waukesha, WI 53188, referred to as the "City" and Mark Polentini MD SC, 1129, Colonial Dr., Hartland, WI 53029 referred to as the "Medical Director," having offices located at Waukesha Memorial Hospital, 725 American Avenue, Waukesha, WI 53188, referred to as the "Hospital." Together, the City and Medical Director are referred to as the Parties.

### Recitals

The City provides emergency medical services (EMS) as defined in DHS 110.04(22), Wisconsin Administrative Code.

The City desires to engage the services of the Medical Director to furnish professional and technical assistance in connection with Emergency Medical Services and Medical Direction.

The Medical Director is willing to furnish professional and technical services to the City.

Now, therefore, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services Provided By Medical Director.** The Medical Director agrees to perform personally, or through his designees, in a professional manner and in accordance with applicable Wisconsin State Statutes and Administrative Code provisions, the following services:

- a. Serve as the City's emergency services Medical Director, as defined in §256.01(11), Wis. Stats., and DHS 110.04(42), Wisconsin Administrative Code; and perform the duties set forth in Chapter 256, Wis. Stats., and in Chapters DHS-110 through DHS-112, Wisconsin Administrative Code.
- b. Provide EMS medical direction to the City and pre-hospital medical services personnel approved to function within City's Emergency Medical Services System.
- c. Assist in the coordination of Emergency Medical Services with the City's Fire Chief, Fire Department staff, and EMS Instructors and staff.
- d. Provide the services of licensed medical doctors who are board certified or board eligible in the specialty of emergency medicine and are active members of the Hospital's medical staff, to serve as "Medical Control Physicians". The Medical Director shall ensure that a Medical Control Physician is available twenty-four (24) hours a day, seven days a week, to respond promptly to ambulance service requests for radio and telephone medical guidance, protocols, assistance, advice or command to field personnel, during the term of this Agreement.
- e. Prescribe, review and approve all protocols used by the City's Emergency Medical Technician (EMT), Intermediate Technician/Advanced EMT, Intermediate and Paramedic personnel in providing medical services contemplated under this Agreement.
- f. Provide ambulance service personnel opportunities for evaluation and continuing education at the Hospital, Fire Department, or an appropriate designated training center. The City shall ensure personnel participation. The Medical Director shall provide at least three educational opportunities per shift, per year.

- g. Ensure that the physicians providing services under this Agreement receive adequate orientation to perform the services contemplated by this Agreement.
- h. Perform periodic review and critique of cases handled by personnel from the City ambulance service in cooperation with Medical Control Physicians and the Hospital EMS Coordinator, for the primary purpose of improving medical care and operations. This review shall be performed in conjunction with the City's Quality Assurance Program and staff.
- i. All Medical Control Physicians shall issue transportation instructions and hospital assignments based solely on objective analysis of patient needs, facility capability and physician referrals, and that no effort will be made to obtain institutional or commercial advantage through the use of such transportation instructions.
- j. Participate in "Paramedic Meetings" that are scheduled on a quarterly basis (four times per year).
- k. Provide input to the City to assist in the development and review of policies and procedures that relate to providing Emergency Medical Services.
- l. Assist the City in planning and budgeting activities related to maintaining and enhancing the Emergency Medical Services provided to the community.
- m. The Medical Director agrees to maintain the confidentiality of all medical records and personally-identifiable information of patients in accordance with the provisions of HIPAA and shall ensure that said information is not disclosed or utilized except as necessary for the discharge of the Medical Director's responsibilities under this Agreement or for the rendering of medical treatment.

**2. Services Provided By City.** In the event that any information, data, surveys, reports, photographs, records and maps are available and useful for the provision of services by the Medical Director, the City shall promptly furnish copies of these materials upon request to the Medical Director for use during the contract period. The City designates the Fire Chief or a designee to act as its representative with respect to the services to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and provide decisions in a timely manner unless and until the Medical Director has been advised in writing by the City that such authority has been revoked. The City shall also:

- a. Meet all requirements mandated by Section 256.15, Wis. Stats., and Chapter DFS 110 of the Wisconsin Administrative Code, with respect to ambulance service providers. The City shall be responsible any discipline required of ambulance service providers.
- b. Provide the Medical Director with access to all medical records, including computerized medical records, data base of medical records and system operations as it pertains to the delivery of EMS for the City.
- c. Subject to approval of the Fire Chief, provide non-financial support for research activities dealing with pre-hospital emergency care conducted by the Medical Director.
- d. In conjunction with the Medical Director, develop and implement quality assurance measures and keep the City's EMS Plan current as required by Section 256.15, Wis. Stats.
- e. Comply with all requirements established by an EMS Operational Plan approved by the Wisconsin Department of Health & Social Services in the provision for Emergency on-line medical control.

**3. Compensation for Services.** The Medical Director shall be paid a fee of \$1,000.00 per month by the City as compensation for services provided as an independent contractor under the agreement.

**4. Term of Agreement.** This Agreement shall be effective upon approval and execution by the Medical Director and the City for the period of February 1, 2015, through December 31, 2017, unless otherwise terminated as provided herein. This Agreement and all of its terms and conditions will be extended from year-to-year unless otherwise terminated as provided herein.

**5. Insurance.** The Medical Director shall procure health care liability coverage as required by Section 256.12(7), Wis. Stats., and provide evidence of coverage to the City. Failure on the part of the Medical Director to procure or maintain policies providing the required coverage shall constitute a material breach of contract upon which City may immediately terminate this Agreement. The Medical Director shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance.

**6. Indemnification.** The Medical Director shall indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damage to person or property occasioned by the acts or omissions of Medical Director arising out of or in any way connected with the performance of services under this Agreement. The Medical Director's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

The City shall indemnify and hold harmless the Medical Director from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damage to person or property occasioned by the acts or omissions of City arising out of or in any way connected with the performance of services under this Agreement. The City's obligation to indemnify pursuant to this paragraph shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

**7. Termination.** Either party shall have the right to terminate this Agreement subject to the procedure specified in subparagraph 7.a, for any reason, by giving ninety (90) days advance written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred.

a. In the event either party should fail to fulfill in a timely and proper manner its obligation under this Agreement, the non-breaching party shall thereupon give written notice of said breach to the breaching party requiring that the breach be cured to the satisfaction of the non-breaching party within ten (10) days of their receipt of said notice. In the event that the breach is not cured, the non-breaching party shall thereafter have the right to terminate this Agreement by giving a thirty (30) day written notice to the breaching party of such termination and specifying the date of the termination.

b. This Agreement shall be deemed terminated should the Medical Director be unwilling or unable to personally provide the services specified herein upon the date such determination is made by the City.

c. The Medical Director shall perform no new or additional work after receipt of notice of termination without advance written permission of the City.

**8. General Terms and Conditions.**

a. **Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the City.

b. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wisconsin. Venue for any civil action relating to this Agreement shall be in Waukesha County, Wisconsin. Both parties agree that





**j. No Third-Party Beneficiaries.** This Agreement is intended to be solely between the Parties. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits, or privileges of any third party or parties including, but not limited to, employees of either of the Parties.

**k. Nondiscrimination.** In the performance of work under this Agreement, the Medical Director agrees not to discriminate against any employee or applicant for employment, contrary to any Federal, State or local law, rule or regulation because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Services are to be provided in accordance with the Federal Americans with Disabilities Act.

This Agreement shall take effect once the authorized representative of each Party has signed and dated the document below.

**City of Waukesha**

**Medical Director**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
[print name]  
Date: \_\_\_\_\_

\_\_\_\_\_  
Gina Kozlik, City Clerk

To certify that funds are available to pay the City's obligations:

\_\_\_\_\_  
Richard L. Abbott, Finance Director  
Date: \_\_\_\_\_