

# MMPW Fire District Bylaws

## 06/07/2021

### Amended 11-11-2025

#### ARTICLE 1: NAME

The name of the Fire District shall be the MMPW Fire District.

#### ARTICLE 2: PURPOSE

1. The purpose of "The Fire District" shall be to enable the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington, located in Green County Wisconsin, to create and operate a joint fire department that shall provide fire protection and other emergency services to their jurisdictions.
2. The Monticello Fire and Rescue of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington is officially recognized as the MMPW Fire District, serving the Village of Monticello, Town of Mount Pleasant, and the Town of Washington and the duties of firefighting and fire prevention in these designated areas. Monticello Fire and Rescue ("The Department") shall be responsible for the program of fire defense for the citizens in these designated areas.
3. Fire Protection Agreement: The Fire District and each municipality have entered into a contract with each other and The Department under Sec, 66.0301 of the Wis. Stats. for the operation of The Fire District under the management of the District Fire Board and consistent with these bylaws. Such contract is to be on file with each of the Towns and Village clerks and shall govern the operation of The Department and the relation to The Fire District

#### ARTICLE 3: BOUNDARIES

The MMPW Fire District boundaries shall be one area of service that shall be designated on a dated map. The MMPW Fire District may add or delete any contracted areas to or from

outside this area of service by presenting a dated map showing the proposed change(s) at the next meeting of The MMPW Fire District and such change(s) will need at least four (4) members voting in favor of these change(s) for them to be approved. The Department shall have no responsibility to respond to calls at any location outside of any contracted areas of the MMPW Fire District not shown on the most recent revised map approved by The MMPW Fire District and delivered to the Chief.

## ARTICLE 4: BOARD MEMBERS

1. The Fire District Board will consist of (7) seven members, comprised of two (2) members from each municipality and one (1) Fire Chief from The Department. Each member shall have equal rights.
2. The President of Monticello shall appoint (2) two Village Board Members and/or President to sit on the Fire District Board and be approved by the Village Board of Monticello.
3. The Chairperson of the Town of Mount Pleasant and (1) one Town Supervisor appointed by the Mount Pleasant Chairperson and approved by the Town of Mount Pleasant Board.
4. The Chairperson of the Town of Washington and (1) one Town Supervisor appointed by the Town of Washington Chairperson and approved by the Town of Washington Board,
5. The term of their office shall run from May 1<sup>st</sup> and shall expire on April 30<sup>th</sup> of the following year. The President or Chairperson of each municipality shall nominate two members from their respective village or town boards, subject to confirmation by such boards, to serve on the Fire District Board. The Fire Chief is elected biennially by The Department. In the Fire Chiefs absence of a meeting, the Fire Chief may have the biennially elected Assistant Fire Chief to reside in his or her place at said meeting.
6. A board member may resign at any time, by filing a written resignation with the Secretary of the Fire District Board. Whenever a vacancy occurs in the office of any board member, due to death, resignation, or otherwise, the vacancy shall be filled by the municipality that had originally appointed such a prior member.
7. Whenever a Board Member misses four or more meetings in a 12-month period, the municipality to which that board member was appointed may appoint a new member to take his or her place.

## ARTICLE 5: OFFICERS

1. The Fire District Board shall annually elect from its (7) seven-member board, a Chairperson, Secretary, and Treasurer to fill those officer positions. The terms of such offices shall run from May 1<sup>st</sup> and shall expire on April 30<sup>th</sup> of the following year.
2. An officer may resign at any time, by filing a written resignation with the Secretary of the Fire District Board. If the Secretary is the person resigning then he or she shall file

such written resignation with the Chairperson. Whenever a vacancy occurs in an officer position, the Fire District Board shall vote to fill the remaining term of the vacated officer position with another member of the Fire District Board,

3. Whenever any officer misses four or more meetings in a 12- month period, the Fire District Board may vote to replace such officer with another member of the Fire District Board.
4. In case of the temporary absence or inability to act by any officer of the Fire District, the Fire District Board may delegate for the time being the duties of such officer to any other Board Member.
5. The chairperson shall be in charge of running all Fire District Board meetings and shall

have the legal authority to sign documents and contracts on behalf of the MMPW Fire District. He or she shall perform such additional duties as may be prescribed from time to time by the Fire District Board,

6. The secretary shall keep a correct and complete record of all of the proceedings of the MMPW Fire District, including minutes of its meetings, and maintaining all minutes of the Fire District Board. He or she shall perform such additional duties as may be prescribed from time to time by the Fire District Board.
7. The treasurer shall safely and systematically keep all books, records, and papers belonging to the MMPW Fire District or pertaining to the business thereof, and shall attend to the giving and serving of all notices required to be given by the MMPW Fire District. The treasurer shall supervise and be accountable for the keeping of all money, credits, and property of the MMPW Fire District which shall come into his or her hands or to any officer or agent of the MMPW Fire District, and shall supervise the keeping of an accurate account of all money received and dispersed. He or she shall make such statements as the MMPW Fire District is required to make under the Laws of the State of Wisconsin. He or she shall have custody of all funds and securities of the MMPW Fire District. Whenever necessary and proper, he or she shall endorse, on behalf of the MMPW Fire District, all checks, notes, or other obligations and keep evidence of the payment of money to the MMPW Fire District or coming into his or her possession. The treasurer shall deposit or see to the depositing of funds of the MMPW Fire District in the name and to the account of the MMPW Fire District in such banks as may be selected as the depositories of the MMPW Fire District, or properly care for them in such a manner as the board of directors may direct. He or she may sign all checks and other instruments drawn on or payable out of the fund of the MMPW Fire District as from time to time prescribed by resolution of the Fire District Board. Whenever required by the Fire District Board to do so, he or she shall exhibit a true and complete statement of the cash accounting and of the securities and other funds of the MMPW Fire District in his or her possession, custody, and or

control of agents of the MMPW Fire District He or she at all reasonable times within business hours exhibit such books and accounts to any director, He or she shall, in general, shall perform all of the duties that are incidental to the office of the treasurer of the MMPW Fire District subject to the Fire District Board. He or she shall perform such additional duties as may be prescribed from time to time by the Fire District Board.

8. The secretary and treasurer shall countersign all checks. If either the secretary or treasurer is not available to sign the check(s), the chairperson may sign in their absence. All checks will require two signatures.

#### ARTICLE 6: FIRE DISTRICT BOARD MEETINGS

1. The Fire District Board shall annually hold an organizational meeting in the month of May. The Fire District Board shall nominate one of its members to temporarily run the organizational meeting until the chairperson is filled, at which time, the elected chairperson shall take over running the meeting. The Fire District Board shall annually elect a Secretary, Treasurer, and Chairperson.
2. The Fire District Board shall hold meetings monthly and as necessary to discharge their responsibilities, which include the policy-making supervision of the affairs of the MMPW Fire District They shall advise their respective Village and Town boards concerning matters affecting the MMPW Fire District and shall hear grievances initiated by members or officers. They shall carry out the duties and have the powers authorized by the By-Laws.
3. The date and time of the regular monthly meetings will be determined by the Fire District Board. The Fire District Board shall also meet at such additional meetings when determined to be necessary by the Fire District Board.
4. Special meetings of the Fire District Board shall be held whenever called for by two members providing written or email notice is given to the Secretary or Fire Chief.
5. A "quorum" of a minimum of four (4) members is required for any Fire District Board meeting.
6. The Fire Chief shall have representation at all meetings and shall be given notice of all meetings. In the absence of the Fire Chief, the Assistant Fire Chief may fill in for the Fire Chief at any meeting of the Fire District Board and shall have all authority to act on behalf of the Fire Chief.
7. The fire chief and the secretary of the Fire District Board will make all agendas. Additional items will be put on the agenda when given written or email notice by at least two board members.

## ARTICLE 7: COMMITTEES

1. Special committees may be created or appointed by the Fire District Board when needed.
2. The Fire District Board shall supervise and coordinate the activities of the standing and special committees and appoint the member(s) for the special committee.
3. The Chairperson of the Fire District Board may be an ex-officio member of all standing and special committees.

## ARTICLE 8: DISTRICT PERSONNEL ARE NOT EMPLOYEES OF INDIVIDUAL PARTIES

District personnel, in performing any of the services under these bylaws, shall not be deemed to be employees of any individual party rather, the employee shall be deemed an employee of the MMPW Fire District,

## ARTICLE 9: OWNERSHIP & STORAGE OF ALL EQUIPMENT, VEHICLES, AND REAL ESTATE

1. Title to all motor vehicles, equipment, and real estate shall, for purposes of convenience, be titled in "The MMPW Fire District"
2. Each of the Municipalities shall, from and after the adoption of these bylaws and notwithstanding any previous agreement to the contrary, be considered to own an equal, but undivided, interest in all the vehicles, equipment, and real estate owned at the date hereof or acquired hereafter through use of the MMPW Fire District funds.
3. The Fire District Board must have a two-thirds vote of all seven (7) members to buy, sell or replace any vehicle, real estate, and/or all equipment used by "The Department".
4. Upon adoption of these bylaws, all equipment subject to these bylaws shall be placed in the hands of The Department. The Department shall house all equipment at the Monticello Fire Station, or at some other enclosed and heated storage space designated by the parties where such equipment is readily available to respond to emergency calls.

## ARTICLE 10: USE OF EQUIPMENT BY THE DEPARTMENT

The Fire Chief, and all The Department personnel designated by the Fire Chief, are empowered and authorized to operate all items of equipment so entrusted to The Department for any of the following purposes:

1. Response to emergency calls (including mutual aid requests)

2. Movement of equipment to a stand-by or enhanced response position
3. Community service activities such as parades, fairs, school visits, and rides, and other non-emergency uses as approved by the fire chief.
4. Training and practice, including controlled burning
5. Maintenance, repairs, and testing
6. For other purposes as deemed necessary by the Fire Chief

#### ARTICLE 11: MAINTENANCE AND REPAIRS

1. MINOR REPAIRS AND NORMAL MAINTENANCE. The Department personnel shall perform, or cause to be performed, minor repairs and normal maintenance on all buildings and equipment, sufficient to ensure the building is properly maintained and the equipment is at all times available to respond to emergency calls. Such normal maintenance shall include the procuring and installation of fuel, lubricants, filters, coolant, batteries, tires, light bulbs, and similar items as well as performing or procuring minor repairs to the buildings and equipment. The actual cost of all minor repairs and normal maintenance shall be billed to and paid from the MMPW Fire District treasury.
2. MAJOR REPAIRS. Major repairs to buildings and equipment owned by the MMPW Fire District shall be approved by the Fire District Board in advance, whenever possible. However, if the Fire Chief deems it necessary to secure immediate repairs to equipment in order to maintain a level of equipment readiness required in the Fire Chiefs judgment to protect life and property, the Fire Chief may authorize extraordinary repairs to such equipment with an email or written notice to each Board member of the Fire District Board stating the major repair and the amount of the repair in order to keep the equipment at the optimum level of availability.
3. The MMPW Fire District has determined the dollar amount for Major and Minor repairs being: Minor Repairs are any amount \$15,000 (fifteen thousand) and below and Major repairs are over \$15,000 (fifteen thousand).

#### ARTICLE 12: MUTUAL AID

The parties recognize that it is the practice of The Department to furnish equipment and personnel, upon request, to fire departments in surrounding municipalities in cases of unusually large emergency. Reciprocally, the Fire Chief, or his or her designee, is able to call upon such surrounding municipalities for equipment and personnel in the event of need in the MMPW Fire District territory. Such mutual aid may be furnished pursuant to one or more formal mutual aid agreements, or availability of mutual aid from other fire departments in time of need which is a valuable part of the fire protection program of the MMPW Fire District. Accordingly, the Fire Chief is authorized under the agreement, to

dispatch personnel and/or equipment to respond to mutual aid requests when in the Fire Chiefs discretion, such personnel and equipment can be furnished consistent with the need to maintain at least a basic level of fire protection for the MMPW Fire District. The Fire District Board shall approve such mutual aid agreements with other fire departments and fire protection districts as it deems to be in the best interest of the MMPW Fire District. All costs incurred pursuant to approved mutual aid agreements or responses to departments with which there is no mutual aid agreement shall be paid from the MMPW Fire District treasury. The Fire District Board hereby ratifies all existing and effective mutual aid agreements of which the MMPW Fire District is a member. The Fire District Board hereby further authorizes the Fire Chief to dispatch equipment or The Department personnel to activities the Fire Chief so deems appropriate.

#### ARTICLE 13: FISCAL YEAR AND DISTRICT DUES

1. The fiscal year for the MMPW Fire District goes from January to December 31<sup>st</sup>.
2. The budget for the upcoming year is to be completed by October 15<sup>th</sup> of each year.
3. The treasurer will notify each municipality by November 1<sup>st</sup> of each year what their fire dues will be for the upcoming year,
4. Due dates for 1st payment, which is % of the annual dues, from Municipalities to the Fire District is March 31<sup>st</sup>.
5. Due dates for the 2nd payment, which is the other % of the annual dues, from Municipalities to the Fire District is October 31<sup>st</sup>

#### ARTICLE 14: EXPENSES

All expenses are to be paid out of the MMPW Fire District treasury from the dues deposited from all municipalities of the MMPW Fire District

#### ARTICLE 15: PAYMENT OF INSURANCE PREMIUM REBATES

All municipalities within the MMPW Fire District shall pay all statutory rebates of fire insurance premiums received from the State of Wisconsin arising from policies covering properties in their respective areas (commonly referred to as 2% Fire Dues) to the MMPW Fire District treasury.

ARTICLE 16: RESPONSE PAY FOR CALLS

The Monticello Fire Department shall bill the Village and Towns associated with the MMPW Fire District and all or any additional conuacted areas for all response pay relating to calls in their respective areas no later than sixty (60) days from the date of the call. In the event that a single call involves one or more properties, lying in two different areas the, Monticello Fire Department will determine the recipient of the bill. Nothing in the agreement shall prevent the Village, or any Town from passing these costs on to individual property owners if they so choose, and as provided by law. All invoices shall be paid by the municipality to the MMPW Fire District within 60 days of receipt of the invoice.

ARTICLE 17: FAILURE ~~pro~~ PAY CONTRIBUTION AND NOTICE OF VOLUNTARY WITHDRAWAL

The MMPW Fire District will use the following procedure to determine the outcome of the delinquent payment of annual dues and other costs from the participating municipalities.

The result in failure to pay the contribution fees for each given year will potentially result in involuntary withdrawal or termination of the contract between the MMPW Fire District and the said third party.

1. Notice is given to (municipality in default) as of October \_\_\_\_\_ 31,(year) from the MMPW Fire District for the late or delinquent payment of your contribution fees.
2. This letter will be sent out by the MMPW District Treasurer approved and signed by the MMPW District Board Chairman and Treasurer no later than 60 days after the delinquent payment date of October 31 of each given year.
3. The MMPW District Treasurer will send this notice by certified mail to the given party,
4. Included in the notice will be an interest of 1 1/2% of the total amount of delinquent dues.
5. After Notice has been received the Municipality will have 45 days to pay in full or termination will be considered final.

## ARTICLE 18: VOLUNTARY WITHDRAWAL

Any municipality wishing to withdraw from the MMPW Fire District, shall be subject to the following provisions:

1. Withdrawal from the MMPW Fire District is permitted at the end of any calendar year providing that such withdrawing municipality gives at least nine (9) months written notice to the Fire District Board secretary.
2. No withdrawing municipality may claim any portion of assets of the MMPW Fire District or be entitled to any compensation for past contributions for vehicles, equipment, supplies, or any real estate purchased whatsoever. In addition, the withdrawing municipality shall pay to the MMPW Fire District, upon the effective date of its withdrawal, the number of monies due for the current year based on the previous yeads payment to the MMPW Fire District
3. Except as the parties may otherwise agree, the withdrawing municipality shall be responsible for its proportionate share of all liabilities incurred by the MMPW District prior to the effective date of its withdrawal. Including but not limited to, attorney fees, settlements, damages, or any form of debt or bonded indebtedness or notes, any retirement incentives, or any other liabilities incurred by the MMPW Fire District pursuant to its approved budget For any liabilities due or incurred before but continuing after the effective date of withdrawal, the withdrawing municipality shall be responsible for its share of liabilities as that share is determined under the financing formula herein the year immediately preceding the effective date of the withdrawal,
4. The MMPW Fire District shall name the withdrawing municipality as an additional insured on any and all insurance policies providing liability coverage for occurrences or claims made prior to the effective date of withdrawal. Any additional charges incurred by the MMPW Fire District for such coverage will be paid by the withdrawing municipality.

## ARTICLE 19: BORROWING ON SHORT TERM

The MMPW Fire District has the option to borrow a short-term loan for any unforeseen expenses. The MMPW Fire District will be repaid by dividing the loan equally between all three (3) municipalities the following year to allow the municipalities to put that amount in their following year's annual budget

## ARTICLE 20: INSURANCE COVERAGE

The MMPW Fire District shall obtain and provide all of the following insurance coverages.

1. WORKER'S COMPENSATION INSURANCE. The MMPW Fire District shall procure and maintain in force a policy or policies of Workers Compensation Insurance covering The Department personnel in the performance of their duties. The actual cost of said insurance shall be paid from the MMPW Fire District treasury.
2. LIABILITY, AND OTHER COVERAGE ON VEHICLES, EQUIPMENT, BUILDING, PERSONNEL, AND ACTIVITIES. The MMPW Fire District shall provide and maintain and enforce a policy or policies of insurance covering vehicles, equipment, and buildings, and also the activities of The Department.
3. Personnel incidental to Department Liability, Vehicular Collision, Vehicle Comprehensive, Uninsured Motorist, Underinsured, and General Liability, in policy limits, deemed sufficient by the parties. Each of the parties and individuals shall be named as additional insured on such policies. The actual cost of said insurance shall be paid from the MMPW Fire District treasury. Irrespective of whether the MMPW Fire District carries such General Liability Insurance, the MMPW Fire District shall indemnify and hold harmless all Department personnel from all claims made against them arising while in pursuit of the duties hereunder. The duty of the Department toward its personnel in this regard shall be the same as that duty owed to public employees by municipal employers pursuant to Wisconsin Statutes.
4. LIFE INSURANCE & DEATH BENEFITS. The ~~Department pays~~ the premium for the Honorary Fire Fighters and the MMPW Fire District pays for the current employees/volunteers.

## ARTICLE 21: FIRE INSPECTIONS

“The Laws of the State of Wisconsin place the responsibility for the inspections on the Monticello Fire Department Fire Chief and thus, such inspections shall be an obligation of the Monticello Fire Department. As the district does not employ full-time or part-time personnel, fire inspections for the Monticello Fire District will be conducted annually, except for the Monticello School District Facility, which will be inspected twice a year. Fire Inspections shall be a part of the budget process for the MMPW Fire District and the MMPW Fire District shall maintain adequate liability insurance on all persons performing Fire Inspections. All Inspection reports for the properties both Village and Towns shall be filed with, and maintained by, the Fire Chief. This amendment is intended to provide clarity and to align our inspection practices with the current personnel resources of the Monticello Fire District while fulfilling our responsibilities under the state law.”

## ARTICLE 22: DISSOLUTION OF DISTRICT

The MMPW Fire District may be dissolved by two-thirds (2/3) vote of all seven (7) members of The Fire District Board, Notice of Intent to Request Dissolution shall be

given at least one (1) year before the end of the calendar year in which the dissolution is to take place. The dissolution shall be effective at the end of the calendar year. Upon the dissolution of the MMPW Fire District, all equipment, vehicles, and real estate shall be sold as determined by the Fire District Board and the net proceeds shall be distributed to each municipality based on their equal share of equity in the MMPW Fire District Except as stated otherwise, the Village of Monticello, Town of Mount Pleasant, and Town of Washington shall be deemed to have equal shares in the MMPW Fire District

## ARTICLE 23: DISPUTE RESOLUTION OF DISSOLUTION

If a dispute between municipalities arises concerning any terms or conditions of these bylaws, the following procedures (steps) shall be utilized to resolve the dispute:

1. Meeting of the Fire District Board,
2. Mediation
3. Binding arbitration

In the event that mediation occurs, the parties shall mutually agree upon a mediator. If mediation does not resolve the situation, the arbitration will take place. In the event that arbitration occurs, the arbitration shall result in a hearing before a panel of four individuals, which shall include one arbitrator or independent hearing officer selected by each municipality and one individual selected by mutual agreement to the municipalities. Any decision by the arbitration panel shall be legally binding and final. The municipalities shall split equally the total cost of the mediator and arbitrators and each party shall bear their own costs incurred during the dispute resolution process.

## ARTICLE 24: LEGAL COUNSEL:

No one board member may obtain legal counsel unless first approved by the Fire District Board.

## ARTICLE 25: DISTRICT BYLAWS ADOPTION AND AMENDMENTS

1. The initial adoption of these bylaws shall be by the boards of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington. A signed copy of each of the municipalities' resolution approving such bylaws shall be provided to the Secretary of the Fire District Board.
2. After Approval by all three of the above boards, these bylaws must be adopted by 2/3 vote of the Fire Board to be in force.

3. Any amendments to these bylaws will be proposed and recommended by the Fire Board to the boards of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington.
4. Prior to the Fire District Board voting on such amendments, each municipality shall introduce such proposed amendments at one of its regular monthly board meetings and vote to take action at a subsequent board meeting
5. Any amendments to these bylaws shall require adoption by the boards of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington, and then must receive at least a two-thirds (2/3) vote of all seven (7) members of the Fire District Board.
6. After all municipalities approve the amendment and the Fire District Board, the Secretary will add the amended article to the original MMPW Fire District Bylaws, and on the front page of the MMPW Fire District Bylaws, will state the amended date of the MMPW Fire District Bylaws. The previous Bylaws will be marked as void to ensure that the amended Bylaws are followed.

#### ARTICLE 26: REQUEST FOR USE OF THE FIRE STATION

1. Any municipality can request to the Fire Chief, or his or her designee, to use the Fire Station for official municipality meetings or functions.
2. Except in exceptional situations, as deemed by the Fire Chief, a minimum of one-week advance notice must be given to the Fire Chief.
3. The fee for this use of the Fire Station is thirty-five (35) dollars.

#### EXECUTION

It is hereby declared by the underlying municipaliæs that such municipalities have reviewed and approved these bylaws and that each municipality hereby agrees to be bound by the terms, procedures, and conditions of these bylaws. Except as stated otherwise, these bylaws supersede any prior written fire protection agreements between the municipalities that are inconsistent with the provisions of these bylaws. Each municipality has authorized the following individuals to sign on behalf of their respective municipality.

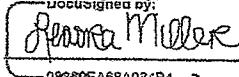
Village of Monticello, President

Leaora Miller

By

(Print Name)

DocuSigned by:

Anna Miller

(Signature)

Monticello Fire Chief

By

Kevin Kumpsood

(Print Name)

Kevin Kumpsood

(Signature)

Town of Mount Pleasant,  
Town Chair

By Kenneth Christen

(Print Name)

Kenneth Christen

(Signature)

Town of Washington,  
Town Chair

By Mannette J. Hilliard

(Print Name)

Mannette J. Hilliard

(Signature)

## RESOLUTION APPROVING ESTABLISHMENT OF MMPW DISTRICT AND APPROVAL OF OFFICIAL MMPW FIRE DISTRICT BY-LAWS

WHEREAS, the Village of Monticello, the Town of Mount Pleasant and the Town of Washington have contracted with each other pursuant to 66.0301 Wisconsin Statutes for Monticello Fire and Rescue to provide fire protection and related public safety services for its citizens and properties within jurisdictions;

WHEREAS, the municipalities have agreed to form a fire district which shall be referred to as the MMPW Fire District;

WHEREAS, each municipality within such MMPW Fire District desires to form a district board and create by-laws for overall guidance and decision-making regarding fire protection and other public safety services which shall be binding upon each of the municipalities within the MMPW Fire District; and

WHEREAS, the Town of Mount Pleasant hereby states that it is beneficial for the public safety of its citizens to be a part of the MMPW Fire District and to be legally required to follow the terms and provisions of its by-laws, including the formation of a district board, and rules and directions resulting therefrom.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Mount Pleasant as follows:

1. The Town of Mount Pleasant hereby agrees to be a part of the MMPW Fire District.
2. The Town of Mount Pleasant hereby agrees adopts the MMPW Fire District By-Laws, a true and correct copy is attached hereto and incorporated by reference, and agrees to be bound by the rules and conditions of these by-laws and for future rules and directives of the MMPW District Board.
3. The Town of Mount Pleasant recognizes that these by-laws and the future rules and directives of the MMPW District Board shall replace any such prior written contracts with the other municipalities and the Monticello Fire and Rescue regarding the legal responsibilities and obligations to the other municipalities and to Monticello Fire and Rescue regarding fire protection services.
4. The Town Chair, or its designee, is hereby authorized to sign on behalf of the Town of Mount Pleasant, any ratification agreement of MMPW Fire District and to effectuate approval of the bylaws for the official records of the MMPW Fire District.

Dated this 15th day of July 2021  
Approved:

Ken Smith  
Town Chair

John L. Miller  
Town Clerk

~~Monticello~~ FireBoard  
Copy**RESOLUTION APPROVING ESTABLISHMENT OF MMPW FIRE DISTRICT AND  
APPROVAL OF OFFICIAL MMPW FIRE DISTRICT BY-LAWS**

**WHEREAS**, the Village of Monticello, the Town of Mount Pleasant and the Town of Washington have contracted with each other pursuant to § 66.0301 Wisconsin Statutes for Monticello Fire and Rescue to provide fire protection and related public safety services for its citizens and properties within jurisdictions;

**WHEREAS**, the municipalities have agreed to form a fire district which shall be referred to as the MMPW Fire District;

**WHEREAS**, each municipality within such MMPW Fire District desires to form a district board and create by-laws for overall guidance and decision-making regarding fire protection and other public safety services which shall be binding upon each of the municipalities within the MMPW Fire District; and

**WHEREAS**, the Town of Washington hereby states that it is beneficial for the public safety of its citizens to be a part of the MMPW Fire District and to be legally required to follow the terms and provisions of its by-laws, including the formation of a district board, and rules and directions resulting therefrom.

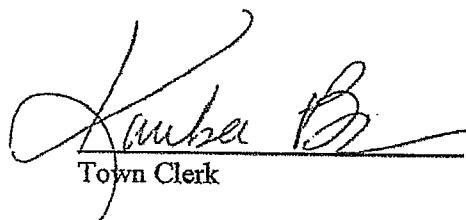
**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Washington as follows:

1. The Town of Washington hereby agrees to be a part of the MMPW Fire District.
2. The Town of Washington hereby agrees adopts the MMPW Fire District By-Laws, a true and correct copy is attached hereto and incorporated by reference, and agrees to be bound by the rules and conditions of these by-laws and for future rules and directives of the MMPW District Board.
3. The Town of Washington recognizes that these by-laws and the future rules and directives of the MMPW District Board shall replace any such prior written contracts with the other municipalities and the Monticello Fire and Rescue regarding the legal responsibilities and obligations to the other municipalities and to Monticello Fire and Rescue regarding fire protection services.
4. The Town Chair, or it's designee, is hereby authorized to sign on behalf of the Town of Washington, any ratification agreement of MMPW Fire District and to effectuate approval of the by-laws for the official records of the MMPW Fire District.

Dated this 20 day of April, 2021

Approved:

  
Jennifer Halleran  
Town Chair

  
Kimberly B.  
Town Clerk

**RESOLUTION APPROVING ESTABLISHMENT OF MMPW FIRE DISTRICT AND  
APPROVAL OF OFFICIAL MMPW FIRE DISTRICT BY-LAWS**

**WHEREAS**, the Village of Monticello, the Town of Mount Pleasant and the Town of Washington have contracted with each other pursuant to § 66.0301 Wisconsin Statutes for Monticello Fire and Rescue to provide fire protection and related public safety services for its citizens and properties within jurisdictions;

**WHEREAS**, the municipalities have agreed to form a fire district which shall be referred to as the MMPW Fire District;

**WHEREAS**, each municipality within such MMPW Fire District desires to form a district board and create by-laws for overall guidance and decision-making regarding fire protection and other public safety services which shall be binding upon each of the municipalities within the MMPW Fire District; and

**WHEREAS**, the Village of Monticello hereby states that it is beneficial for the public safety of its citizens to be a part of the MMPW Fire District and to be legally required to follow the terms and provisions of its by-laws, including the formation of a district board, and rules and directions resulting therefrom.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Monticello as follows:

1. The Village of Monticello hereby agrees to be a part of the MMPW Fire District.
2. The Village of Monticello hereby agrees adopts the MMPW Fire District By-Laws, a true and correct copy is attached hereto and incorporated by reference, and agrees to be bound by the rules and conditions of these by-laws and for future rules and directives of the MMPW District Board.
3. The Village of Monticello recognizes that these by-laws and the future rules and directives of the MMPW District Board shall replace any such prior written contracts with the other municipalities and the Monticello Fire and Rescue regarding the legal responsibilities and obligations to the other municipalities and to Monticello Fire and Rescue regarding fire protection services.
4. The Village President, or it's designee, is hereby authorized to sign on behalf of the Village of Monticello any ratification agreement of MMPW Fire District and to effectuate approval of the by-laws for the official records of the MMPW Fire District.

Dated this 16 day of June, 2021

Approved:

William Miller  
Village President

Sharon Oberman  
Village Clerk

STATE OF WISCONSIN  
Town of Washington  
Green County

**Resolution 11-11-2025 to Amend MMPW Fire District Bylaws**

WHEREAS, the Village of Monticello, the Town of Mount Pleasant and the Town of Washington have contracted with each other pursuant to 66.0301 Wisconsin Statutes for Monticello Fire and Rescue to provide fire protection and related public safety services for its citizens and properties within jurisdictions;

WHEREAS, each municipality within such MMPW Fire District desires to form a district board and create by-laws for overall guidance and decision-making regarding fire protection and other public safety services which shall be binding upon each of the municipalities within the MMPW Fire District;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Washington as follows:

1. Article 21 of bylaws for the MMPW Fire District shall be amended to read as follows: "The Laws of the State of Wisconsin place the responsibility for inspection on the Monticello Fire Department, and thus, such inspections shall be an obligation of the Monticello Fire Department. As the district does not employ full-time or part-time personnel, fire inspections for the Monticello Fire District will be conducted annually, except for the Monticello School District Facility, which will be inspected twice each year. Fire inspections shall be a part of the budget process for the MMPW Fire District, and the MMPW Fire District shall maintain adequate liability insurance on all persons performing fire inspections. All inspection reports for the properties, both in the Village and the Towns, shall be filed with and maintained by the Fire Department. This amendment is intended to provide clarity and to align our inspection practices with the current personnel resources of the Monticello Fire District while fulfilling our responsibilities under state law."
2. Article 25 of the MMPW Fire District bylaws shall be amended to add the following item: "6. After all municipalities approve the amendment and the Fire District Board, the Secretary will add the amended article to the original MMPW Fire District Bylaws, and on the front page of the MMPW Fire District Bylaws, will state the amended date of the MMPW Fire District Bylaws. The previous bylaws will be marked as void to ensure that the amended Bylaws are followed.'

Adopted December 8, 2025

Nannette Hilliard

Nannette Hilliard, Chairperson

12-8-25

Date

Glen Burgy

First Supervisor, Glen Burgy

12-8-25

Date

Chad Cassidy

Second Supervisor, Chad Cassidy

12/8/2025

Date

Steven W. Krebs

Attested by clerk Town of Washington

Steven Krebs

12/8/2025

Date

**APPROVING PROPOSED AMENDMENT TO MONTICELLO FIRE DISTRICT'S OPERATIONAL POLICY ARTICLE 21**

**WHEREAS**, regular fire inspections are necessary to promote the safety of occupants, protect property, and ensure compliance with applicable fire prevention codes and standards; and

**WHEREAS**, the Monticello Fire District has reviewed current inspection practices in relation to staffing levels; and

**WHEREAS**, the Monticello Fire Board finds that conducting one (1) comprehensive fire inspection per year for applicable occupancies is sufficient to ensure public safety and operational efficiency, except where additional inspections may be required under specific circumstances; and

**WHEREAS**, as a member community of the Monticello Fire District, it is necessary for the Village of Monticello to review and approve any proposed changes to the Monticello Fire District's bylaws.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Monticello as follows:

- 1. Approval of Amendment to Article.** The proposed amendment to Article 21 is hereby approved by the Village of Monticello.
- 2. Article Provisions.** Article 21 shall read as follows:

The Laws of the State of Wisconsin place the responsibility for inspection on the Monticello Fire Department, and thus, such inspections shall be an obligation of the Monticello Fire Department. As the district does not employ full-time or part-time personnel, fire inspections for the Monticello Fire District will be conducted annually, except for the Monticello School District Facility, which will be inspected twice each year. Fire inspections shall be a part of the budget process for the MMPW Fire District, and the MMPW Fire District shall maintain adequate liability insurance on all persons performing fire inspections. All inspection reports for the properties, both in the Village and the Towns, shall be filed with and maintained by the Fire Department. This amendment is intended to provide clarity and to align our inspection practices with the current personnel resources of the Monticello Fire District while fulfilling our responsibilities under state law.

Dated this day 5<sup>th</sup> day of November, 2025.

Approved: A. Bittner  
Aaron Bittner, Village President

Attest: Stephanie Adams  
Stephanie Adams, Village Clerk/Treas.

Motion made by: Holcombs Seconded by: Bittner

All in favor: Holcombs, Bittner, Street,  
Elmer, Pederson, Atkinson, Nicholson

Opposed: Whe

Motion carried via roll call vote.

STATE OF WISCONSIN  
Town of Mount Pleasant  
Green County

**Resolution 11-11-2025 to Amend MMPW Fire District Bylaws**

WHEREAS, the Village of Monticello, the Town of Mount Pleasant and the Town of Washington have contracted with each other pursuant to § 66.0301 Wisconsin Statutes for Monticello Fire and Rescue to provide fire protection and related public safety services for its citizens and properties within jurisdictions;

WHEREAS, each municipality within such MMPW Fire District desires to form a district board and create by-laws for overall guidance and decision-making regarding fire protection and other public safety services which shall be binding upon each of the municipalities within the MMPW Fire District;

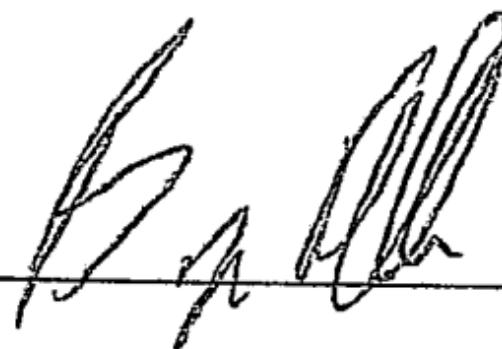
NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Mount Pleasant as follows:

1. Article 21 of bylaws for the MMPW Fire District shall be amended to read as follows: "The Laws of the State of Wisconsin place the responsibility for inspection on the Monticello Fire Department, and thus, such inspections shall be an obligation of the Monticello Fire Department. As the district does not employ full-time or part-time personnel, fire inspections for the Monticello Fire District will be conducted annually, except for the Monticello School District Facility, which will be inspected twice each year. Fire inspections shall be a part of the budget process for the MMPW Fire District, and the MMPW Fire District shall maintain adequate liability insurance on all persons performing fire inspections. All inspection reports for the properties, both in the Village and the Towns, shall be filed with and maintained by the Fire Department. This amendment is intended to provide clarity and to align our inspection practices with the current personnel resources of the Monticello Fire District while fulfilling our responsibilities under state law."
2. Article 25 of the MMPW Fire District bylaws shall be amended to add the following item: "6. After all municipalities approve the amendment and the Fire District Board, the Secretary will add the amended article to the original MMPW Fire District Bylaws, and on the front page of the MMPW Fire District Bylaws, will state the amended date of the MMPW Fire District Bylaws. The previous bylaws will be marked as void to ensure that the amended Bylaws are followed."

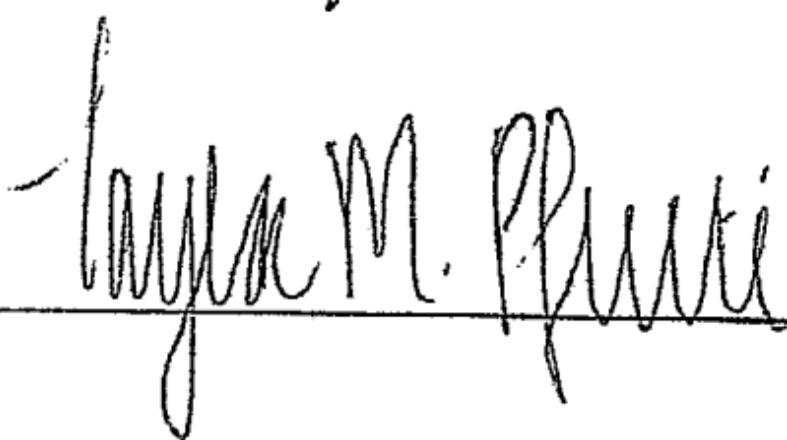
Adopted this 10th day of November, 2025.

*Ken Christen*

Ken Christen, chair

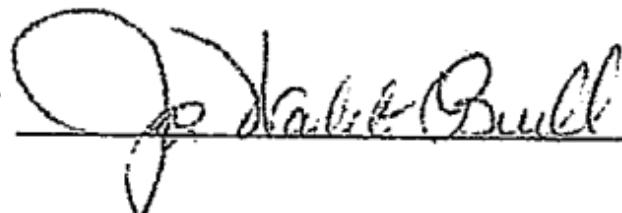


Bryon Feller, first supervisor



Taylor Pfeuti, second supervisor

Attested by



Joni Waelchli-Buehl, clerk

STATE OF WISCONSIN  
Town of Mount Pleasant  
Green County

**Resolution 11-11-2025 to Amend MMPW Fire District Bylaws**

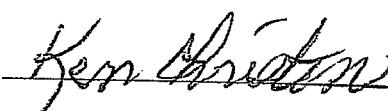
WHEREAS, the Village of Monticello, the Town of Mount Pleasant and the Town of Washington have contracted with each other pursuant to § 66.0301 Wisconsin Statutes for Monticello Fire and Rescue to provide fire protection and related public safety services for its citizens and properties within jurisdictions;

WHEREAS, each municipality within such MMPW Fire District desires to form a district board and create by-laws for overall guidance and decision-making regarding fire protection and other public safety services which shall be binding upon each of the municipalities within the MMPW Fire District;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Mount Pleasant as follows:

1. Article 21 of bylaws for the MMPW Fire District shall be amended to read as follows: "The Laws of the State of Wisconsin place the responsibility for inspection on the Monticello Fire Department, and thus, such inspections shall be an obligation of the Monticello Fire Department. As the district does not employ full-time or part-time personnel, fire inspections for the Monticello Fire District will be conducted annually, except for the Monticello School District Facility, which will be inspected twice each year. Fire inspections shall be a part of the budget process for the MMPW Fire District, and the MMPW Fire District shall maintain adequate liability insurance on all persons performing fire inspections. All inspection reports for the properties, both in the Village and the Towns, shall be filed with and maintained by the Fire Department. This amendment is intended to provide clarity and to align our inspection practices with the current personnel resources of the Monticello Fire District while fulfilling our responsibilities under state law."
2. Article 25 of the MMPW Fire District bylaws shall be amended to add the following item: "6. After all municipalities approve the amendment and the Fire District Board, the Secretary will add the amended article to the original MMPW Fire District Bylaws, and on the front page of the MMPW Fire District Bylaws, will state the amended date of the MMPW Fire District Bylaws. The previous bylaws will be marked as void to ensure that the amended Bylaws are followed."

Adopted this 10th day of November, 2025.



Ken Christen, chair

# NOTICE OF FIRE INSPECTION POLICY AMENDMENT ARTICLE 25

## MMPW FIRE DISTRICT – MONTICELLO FIRE DEPARTMENT

412 N. MAIN ST, MONTICELLO, WISCONSIN 53570

Date: [Amended Date and Year]

This notice is to inform all relevant parties of an amendment to Article 25 of the MMPW Fire District's operational policy, concerning fire inspection procedures.

### Article 25: District bylaws Adoption and Amendments

#### Article 25 as Written

1. The initial adoption of these bylaws shall be by the boards of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington. A signed copy of each of the municipalities' resolutions approving such bylaws shall be provided to the Secretary of the Fire District Board.
2. After approval by all three of the above boards, these bylaws must be adopted by a two-thirds (2/3) vote of the Fire Board to be in force.
3. Any amendments to these bylaws will be proposed and recommended by the Fire Board to the boards of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington.
4. Prior to the Fire District Board voting on such amendments, such municipality shall introduce such proposed amendments at one of its regular monthly board meetings and vote to take action at a subsequent board meeting.
5. Any amendment to these bylaws shall require adoption by the boards of the Village of Monticello, the Town of Mount Pleasant, and the Town of Washington, and then must receive two-thirds (2/3) votes of all seven (7) members of the Fire District Board.

#### Article 25 Proposed Amendment

6. After all municipalities approve the amendment and the Fire District Board, the Secretary will add the amended article to the original MMPW Fire District Bylaws, and on the front page of the MMPW Fire District Bylaws, will state the amended date of the MMPW

# Notice of Proposed Amendment to Article 21

## [Amended Date and Year]

This notice is to inform the residents and members of the MMPW Fire District and the Monticello Fire Department of a proposed amendment to Article 21 of our operational policy.

### Current Article 21

The Laws of the State of Wisconsin place the responsibility for inspection on the **Monticello Fire Department Fire Chief**

. Therefore, such inspections shall be an obligation of the

#### Monticello Fire Department

. Fire Inspections shall be a part of the budget process for the **MMPW Fire District**, and the MMPW Fire District shall maintain adequate liability insurance on all persons performing fire inspections. All inspection reports for properties, both in the Village and the Towns, shall be filed with and maintained by the Fire Chief.

### Proposed Amendment

The proposed amendment addresses the district's staffing model, clarifying the frequency of fire inspections. Since the district does not employ full-time or part-time personnel, most fire inspections will be conducted annually. An exception is made for the **Monticello School District Facility**, which will be inspected twice each year to ensure continued safety for students and staff.

### Article 21 After Amendment

Following the amendment, Article 21 will read as follows:

The Laws of the State of Wisconsin place the responsibility for inspection on the Monticello Fire Department Fire Chief

, and thus, such inspections shall be an obligation of the

#### Monticello Fire Department

. As the district does not employ full-time or part-time personnel, fire inspections for the **Monticello Fire District**

will be conducted annually, except for the Monticello School District Facility, which will be inspected twice each year. Fire inspections shall be a part of the budget process for the MMPW Fire District, and the MMPW Fire District shall maintain adequate liability insurance on all persons performing fire inspections. All inspection reports for the properties, both in the Village and the Towns, shall be filed with and maintained by the

Fire Chief: Dept: