



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

April 14, 2023

Lauree Aulik, Clerk/Treasurer
City of Dodgeville
100 E. Fountain St.
Dodgeville, WI 53533

Lauree Aulik:

According to the most recent population estimate made by the Department of Administration, the City of Dodgeville's population now exceeds 5,000. Therefore, your municipality is subject to weights and measures program requirements effective July 1, 2023.

As required under Section 98.04, Wisconsin Statutes, cities and villages having a population of more than 5,000 are required to either establish their own weights and measures program, or contract with the State for weights and measures inspection services. I have enclosed a copy of Chapter 98, Wisconsin Statutes, for your reference.

The section of the Statute which specifies municipal obligations is covered under s. 98.04(1). It states, "A municipality having a population of more than 5,000, according to the most recent population estimate made by the Department of Administration under s. 16.96, shall enforce the provisions of this chapter within its jurisdiction."

However, under s. 98.04(2), a municipality may contract with the Department of Agriculture, Trade and Consumer Protection for weights and measures services in lieu of establishing their own program. This section also authorizes the municipality to recover an amount not to exceed the cost of these fees by assessing fees on the businesses that receive services under the weights and measures program.

Municipalities that contract with the State will pay \$750 per inspection day. The number of inspection days is determined based on the number of commercial weighing and measuring devices and types located in the municipality, and the time necessary for package checking and price verification.

Enclosed is a proposed Memorandum of Agreement for the State to conduct your weights and measures program. The annual fee to provide this service for the City of Dodgeville is \$3,000. Upon meeting your approval, please sign and return the enclosed contract by June 15, 2023 to: DATCP; Holly Wing; P.O. Box 8911; Madison, WI 53708-8911. A completed copy of the contract will be returned to you for your records, and you will be billed for this service in April 2024. If you have questions, please call me at (608) 921-0390.

Sincerely,

Stephen Peter
Manager, Field Operations Section
Bureau of Weights and Measures

Enclosures

Wisconsin - America's Dairyland

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MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT is entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF **DODGEVILLE**, hereinafter referred to as the Municipality.

Pursuant to Wis. Stat. § 98.04(2), the Department agrees to furnish the services and perform the duties required to enforce the provisions of Wis. Stat. ch. 98 in the Municipality. The Department further agrees to report to the Municipality at least annually on the extent and nature of the services performed. It is understood and agreed that the Municipality shall not be required to maintain a department of weights and measures or appoint sealers of weights and measures while this agreement is in effect.

Pursuant to Wis. Stat. §§ 66.0301 and 98.04(2), the Municipality agrees to pay to the Department fees sufficient to cover the Department's annual costs of providing such services on a fiscal year basis that starts on July 1 and continues through the following June 30, with payment to be made not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract period shall be prorated accordingly.

This agreement shall be self-renewing for succeeding fiscal year periods, except that the sum to be paid to the Department for services rendered shall be subject to renegotiation for each succeeding contract period based on the cost of providing services. This agreement may be terminated at the end of any fiscal year by either party giving the other party written notice at least 60 days prior to July 1 of the following fiscal year. Annual fees payable to the Department shall be in the amount of **\$3,000.00**, except as otherwise agreed upon for succeeding contract periods. Under Wis. Stat. § 98.04(2), a municipality may recover an amount not to exceed the cost of fees paid to the Department by assessing fees on the persons who receive services under the weights and measures program.

The parties have entered into this agreement effective the **1st day of July 2023**.

WISCONSIN DEPARTMENT OF
AGRICULTURE, TRADE AND CONSUMER
PROTECTION

By _____
Signature Date

Acting Administrator
Division of Trade & Consumer Protection
(608) 224-4929

MUNICIPALITY OF _____

By _____
Signature Date

Title Telephone Number