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Res. No. 8 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
May 2, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a new Memorandum of Agreement with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services.

WHEREAS, the City of Sheboygan had previously entered into a contract with the Department of Agriculture, Trade and Consumer Protection for weights and measures inspection services; and

WHEREAS, the Bureau of Weights and Measures recently conducted an analysis of its inspection program and determined that a decrease in the number of inspection days in the contract is warranted.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to enter into a new Memorandum of Agreement - Weights and Measures Inspection, a copy of which is attached hereto, for the State of Wisconsin Department of Agriculture, Trade and Consumer Protection to furnish inspection services and perform the duties of sealers of weights and measures for the City of Sheboygan annually commencing July 1, 2022.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Building Inspection Contracted Services Account No. 10123100-521900 in payment of same.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## 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 SHEBOYGAN, 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 \$7,200.00, 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 1<sup>st</sup> day of July 2022.

WISCONSIN DEPARTMENT OF  
AGRICULTURE, TRADE AND CONSUMER  
PROTECTION

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature  
  
Administrator  
Division of Trade & Consumer Protection  
(608) 224-4929

MUNICIPALITY OF SHEBOYGAN

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature  
Chad Pelishek  
Dir. of Planning  
and Development 920-459-3377  
Title Telephone Number

This Agreement is authorized by and in  
accordance with Res. No. \_\_\_\_-22-23.