

**VILLAGE OF WINDSOR  
RESOLUTION 2018-37**

**APPROVAL OF MEMORANDUM OF AGREEMENT WEIGHTS  
AND MEASURES INSPECTION**

**WHEREAS;** the Town of Windsor incorporated to the Village of Windsor; and

**WHEREAS,** the change from a town to a village, with a population greater than 5,000 subjects the municipality to weights and measures program requirements as required under Wisconsin Statutes s. 98.04; and

**WHEREAS,** the municipality is required to establish their own weights and measures program, or contract with the State for weights and measures inspection services; and

**WHEREAS,** the State of Wisconsin Department of Agriculture, Trade and Consumer Protection will contract with a municipality for such services in lieu of establishing their own program; and

**WHEREAS,** municipalities that contract with the State Department of Agriculture, Trade and Consumer Protection pay per inspection day and the number of inspection days is determined based on the number of commercial weighting and measuring devices located in the municipality, and the time necessary for package checking and price verification; and

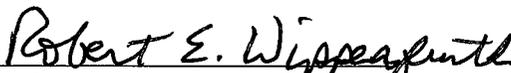
**WHEREAS,** Wisconsin State Statute, Chapter 98, also authorizes the municipality to recover an amount not to exceed the cost of these fees by assessing fees on the businesses that receive service under the weights and measures program;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Village Board of the Village of Windsor as follows:

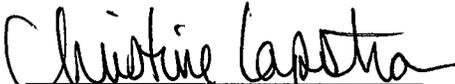
1. The Memorandum of Agreement for Weights and Measures Inspection with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection Exhibit A) is approved; and
2. The Village Board authorizes the Administrator to work with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection to recover the costs of weights and measures services from the business receiving the service.

The above and foregoing resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor, Dane County, Wisconsin, on the 17<sup>th</sup> day of May, 2018 by a vote of 5 in favor 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

*Attested by:*

  
Christine Capstran, Clerk

**Incorporated by Reference:**

Exhibit A: Memorandum of Agreement for Weights and Measures Inspection

## MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT 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 WINDSOR, hereinafter referred to as the Municipality, WITNESSETH:

Pursuant to Sec. 98.04(2), Wis. Stats., the Department agrees to furnish the services and perform the duties of sealers of weights and measures as required in Sec. 98.04(1), Wis. Stats., 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 as long as this agreement is in effect.

Pursuant to Sections 66.0301 and 98.04(2), Wis. Stats., the Municipality agrees to pay to the Department for such services fees sufficient to cover the cost of such services annually on a fiscal year basis from July 1 to June 30, and to be paid not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract payment 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 renegotiations for each succeeding contract period on basis of cost. This agreement may be terminated at the end of any fiscal year by either party by giving notice in writing to the other party at least sixty days prior to July 1. Annual fees payable to the Department shall be in the amount of **\$1,200.00**, except as otherwise agreed upon for succeeding contract periods.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the **1<sup>st</sup> day of July, 2018.**

WISCONSIN DEPARTMENT OF  
AGRICULTURE, TRADE AND CONSUMER  
PROTECTION

By \_\_\_\_\_  
Signature Date

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

MUNICIPALITY OF Village of Windsor

By Robert E. Wipperfurth 5-18-18  
Signature Date

President 608-846-2703  
Title Telephone Number