

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 MANITOWOC, 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 \$12,000.00, except as otherwise agreed upon for succeeding contract periods.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the 1st day of July, 2019.

WISCONSIN DEPARTMENT OF
AGRICULTURE, TRADE AND CONSUMER
PROTECTION

By _____
Signature Date

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

MUNICIPALITY OF City of Manitowoc

By: _____
Justin M. Nickels, Mayor

By _____
Signature Date
Deborah Neuser, City Clerk

_____ 920-686-6950
Title Telephone Number



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Bradley M. Pfaff, Secretary

April 12, 2019

STEVEN CORBEILLE FINANCE DIR
CITY OF MANITOWOC
900 QUAY ST
MANITOWOC WI 54220-4543

contact #
920-686-6940

Kent,
Please hand
deliver the
new contracts.
Thanks

Dear Mr. Corbeille:

The City of Manitowoc has a contract with the Department of Agriculture, Trade and Consumer Protection for weights and measures inspection services. The contract is renewable each July 1st.

State law requires that our agency charges municipalities fees sufficient to cover the cost of services rendered. After reviewing the changes in devices and businesses in your city, we have determined that a decrease in the number of contract days is warranted. You will be charged for 30 days, for FY20 (July 1, 2019 through June 30, 2020), at \$400 per day. Upon meeting your approval, please sign and return the enclosed contract by May 17, 2019 to:

Holly Wing
WDATCP
PO 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 2020.

If you have questions or comments, please call Holly Wing at 608-224-4952.

Sincerely,

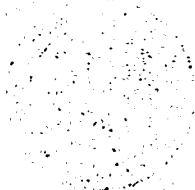
Stephen Peter
Chief, Field Operations Section
Bureau of Weights and Measures

Enclosure

Agriculture generates \$88 billion for Wisconsin

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer



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