

**2001-02**  
**Wisconsin State Budget**

Drafting File For:  
**Enrolled SB-55**

**Part**     **K**    

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1 ~~telecommunications utilities in proportion to their gross operating revenues during~~  
2 ~~the last calendar year. A telecommunications utility shall pay the assessment within~~  
3 ~~30 days after the bill has been mailed to the assessed telecommunication utility. The~~  
4 ~~bill constitutes notice of the assessment and demand of payment. Payments shall~~  
5 ~~be credited to the appropriation account under s. ~~20.505 (4) (is)~~ 20.530 (1) (ir).~~

(J)  
(K)

6 **SECTION 3020h.** 200.49 (1) (a) of the statutes is amended to read:

7 200.49 (1) (a) "Minority business" means a ~~sole proprietorship, partnership,~~  
8 ~~limited liability company, joint venture or corporation that is at least 51% owned and~~  
9 ~~controlled by one or more minority group members and that is engaged in~~  
10 ~~construction or construction-related activities~~ business that is certified by the  
11 department of commerce under s. 560.036 (2).

12 **SECTION 3020i.** 200.49 (3) (intro.) of the statutes is amended to read:

13 200.49 (3) REQUEST FOR PROPOSALS. (intro.) The executive director shall request  
14 proposals for prime contracts from bondable general contractors or construction  
15 contractors that are ~~bona fide independent~~ minority businesses. Each proposal  
16 submitted shall include all of the following conditions:

17 **SECTION 3020j.** 200.49 (3) (b) of the statutes is amended to read:

18 200.49 (3) (b) A subcontracting plan that provides sufficient detail to enable  
19 the executive director to determine that the prime contractor has made or will make  
20 a good faith effort to award at least 20% of the total contract amount to ~~bona fide~~  
21 ~~independent~~ minority business subcontractors.

22 **SECTION 3020k.** 200.49 (4) of the statutes is repealed.

23 **SECTION 3020e.** 218.0101 (19m) of the statutes is created to read:

24 218.0101 (19m) "Low-speed vehicle" has the meaning given in s. 340.01 (27m).

25 **SECTION 3020j.** 218.0101 (23) (a) 2. of the statutes is amended to read:

1           218.0101 **(23)** (a) 2. Is engaged wholly or in part in the business of selling or  
2 leasing motor vehicles, including motorcycles and low-speed vehicles, whether or  
3 not the motor vehicles are owned by that person, firm or corporation.

4           **SECTION 3020n.** 218.0114 (5) (a) of the statutes is amended to read:

5           218.0114 **(5)** (a) A motor vehicle dealer or an applicant for a motor vehicle  
6 dealer license shall provide and maintain in force a bond or irrevocable letter of credit  
7 of not less than \$25,000 or, if the dealer or applicant sells or proposes to sell  
8 motorcycles or low-speed vehicles, or both, and not other types of motor vehicles, a  
9 bond or irrevocable letter of credit of not less than \$5,000. The bond or letter of credit  
10 shall be executed in the name of the department of transportation for the benefit of  
11 any person who sustains a loss because of an act of a motor vehicle dealer that  
12 constitutes grounds for the suspension or revocation of a license under ss. 218.0101  
13 to 218.0163.

14           **SECTION 3020q.** 218.0122 (3) of the statutes is amended to read:

15           218.0122 **(3)** This section does not apply to motorcycles or low-speed vehicles  
16 that are delivered in a crated, disassembled condition to the dealer or the dealer's  
17 agent.

18           **SECTION 3020t.** 218.0171 (2) (b) 2. b. of the statutes is amended to read:

19           218.0171 **(2)** (b) 2. b. Accept return of the motor vehicle and refund to the  
20 consumer and to any holder of a perfected security interest in the consumer's motor  
21 vehicle, as their interest may appear, the full purchase price plus any sales tax,  
22 finance charge, amount paid by the consumer at the point of sale and collateral costs,  
23 less a reasonable allowance for use. Under this subdivision, a reasonable allowance  
24 for use may not exceed the amount obtained by multiplying the full purchase price  
25 of the motor vehicle by a fraction, the denominator of which is 100,000 or, for a

1 motorcycle or low-speed vehicle, 20,000, and the numerator of which is the number  
2 of miles the motor vehicle was driven before the consumer first reported the  
3 nonconformity to the motor vehicle dealer.

4 **SECTION 3023.** 221.0320 (2) (a) (intro.) of the statutes is amended to read:

5 221.0320 (2) (a) (intro.) A liability secured by warehouse receipts issued by  
6 warehouse keepers licensed and bonded in this state under ss. 99.02 and 99.03 or  
7 under the federal bonded warehouse act or holding a registration-certificate license  
8 under ~~ch. 127 s. 126.26~~, if all of the following requirements are met:

9 **SECTION 3020d.** 198.167 of the statutes is amended to read:

10 **198.167 Certified public accountant; annual report.** The directors of the  
11 district shall employ annually the commission or a certified public accountant  
12 licensed or certified under ch. 442 approved by said commission who shall be  
13 qualified to, and who shall with all due diligence, examine and report upon the  
14 system of accounts kept by the district, all the contracts of whatsoever kind made and  
15 entered into by the board of directors within the year immediately preceding, and the  
16 properties and investments of the district. ~~Said~~ The certified public accountant shall  
17 in the report make such recommendations and suggestions as to the certified public  
18 accountant shall seem proper and required for the good of the district, and the  
19 efficient and economical or advantageous management and operation of the public  
20 utility or utilities of the district; and the certified public accountant shall in the  
21 report make such recommendations and suggestions as to the system of accounts  
22 kept, or in the certified public accountant's judgment to be kept, by the district, in  
23 connection with each public utility, the classification of the public utilities of the  
24 district and the establishment of a system of accounts for each class, the manner in  
25 which such accounts shall be kept, the form of accounts, records, and memoranda

1 kept or to be kept, including accounts, records, and memoranda of receipts and  
2 expenditures of money, and depreciation and sinking fund accounts, as in the  
3 certified public accountant's judgment may be proper and necessary, and shall not  
4 conflict with the requirements of the commission.

5 **SECTION 3020h.** 214.76 (2) and (4) of the statutes are amended to read:

6 214.76 (2) The certified public accountant shall deliver the audit report to a  
7 committee composed of 3 or more members of the board of directors, none of whom  
8 may be an officer, employee or agent of the savings bank. The committee shall  
9 present the nature, extent and conclusions of the report at the next meeting of the  
10 board of directors. A written summary of the committee's presentation, together  
11 with a copy of the audit report and a list of all criticisms made by the certified public  
12 accountant conducting the audit and any response of any member of the board of  
13 directors or any officer of the savings bank, shall be personally served or sent by  
14 certified mail to all members of the board of directors.

15 (4) The audit report filed with the division shall be certified by the certified  
16 public accountant conducting the audit. If a savings bank fails to cause an audit to  
17 be made, the division shall order an audit to be made by an independent certified  
18 public accountant at the savings bank's expense. Instead of the audit required under  
19 sub. (1), the division may accept an audit or portion of an audit made exclusively for  
20 a deposit insurance corporation or for a financial regulator of another state if the  
21 home office of the savings bank is located in that state.

22 **SECTION 3020p.** 215.523 (2) of the statutes is amended to read:

23 215.523 (2) Legal counsel, certified public accountants licensed or certified  
24 under ch. 442, or other persons as to matters the director or officer believes in good  
25 faith are within the person's professional or expert competence.



1                   **AND, COLLECTION AGENCIES,**

2                   **RENTAL-PURCHASE COMPANIES, AND**

3                   **RENT-TO-OWN AGREEMENTS**

4           **SECTION 3020f.** Subchapter XI of chapter 218 [precedes 218.61] of the statutes  
5 is created to read:

6                                   **CHAPTER 218**

7                                   **SUBCHAPTER XI**

8                                   **RENTAL-PURCHASE COMPANIES AND**

9                                   **RENT-TO-OWN AGREEMENTS**

10           **218.61 Definitions.** In this subchapter:

11           (1) “Division” means the division of banking in the department of financial  
12 institutions.

13           (2) “Lessee” means an individual who rents personal property under a  
14 rent-to-own agreement.

15           (3) “Licensee” means a rental-purchase company holding a license issued by  
16 the division under this subchapter.

17           (4) “Rental property” means personal property rented under a rent-to-own  
18 agreement.

19           (5) “Rental-purchase company” means a person engaged in the business of  
20 entering into rent-to-own agreements in this state or acquiring or servicing  
21 rent-to-own agreements that are entered into in this state.

22           (6) “Rent-to-own agreement” means an agreement between a  
23 rental-purchase company and a lessee for the use of personal property if all of the  
24 following conditions are met:

1 (a) The personal property that is rented under the agreement is to be used  
2 primarily for personal, family, or household purposes.

3 (b) The agreement has an initial term of 4 months or less and is automatically  
4 renewable with each payment after the initial term.

5 (c) The agreement does not obligate or require the lessee to renew the  
6 agreement beyond the initial term.

7 (d) The agreement permits, but does not obligate, the lessee to acquire  
8 ownership of the personal property.

9 **218.612 Scope. (1) INAPPLICABILITY OF OTHER LAWS.** A rent-to-own agreement  
10 under this subchapter is not governed by the laws relating to a security interest, as  
11 defined in s. 401.201 (37), or a lease, as defined in s. 411.103 (1) (j), and is not  
12 governed by chs. 421 to 427 and 429.

13 **(2) EXCLUSIONS.** This subchapter does not apply to any of the following:

14 (a) A lease or bailment of personal property that is incidental to the lease of real  
15 property.

16 (b) A lease of a motor vehicle, as defined in s. 218.0101 (22).

17 (c) A credit sale, as defined in 15 USC 1602 (g) and in the regulations  
18 promulgated under that section.

19 **218.614 Territorial application.** For the purposes of this subchapter, a  
20 rent-to-own agreement is entered into in this state if any of the following applies:

21 (1) A writing signed by a lessee and evidencing the obligation under the  
22 rent-to-own agreement or an offer of a lessee is received by a rental-purchase  
23 company in this state.



1           (2) The rental–purchase company induces a lessee who is a resident of this  
2 state to enter into the rent–to–own agreement by face–to–face solicitation or by mail  
3 or telephone solicitation directed to the particular lessee in this state.

4           **218.616 Obligation of good faith.** Every agreement or duty under this  
5 subchapter imposes an obligation of good faith in its performance or enforcement.  
6 In this section, “good faith” means honesty in fact in the conduct or transaction  
7 concerned and the observance of reasonable commercial standards of fair dealing.

8           **218.617 License required.** No person may operate as a rental–purchase  
9 company without a valid license issued by the division under this subchapter.

10           **218.618 Application for license; fees; bond.** (1) APPLICATION. (a) An  
11 application for a license under this subchapter shall be made to the division, in  
12 writing, in the form prescribed by the division. An application for a license under this  
13 subchapter shall include all of the following:

14           1. If the applicant is an individual, the applicant’s social security number.

15           2. If the applicant is not an individual, the applicant’s federal employer  
16 identification number.

17           (b) The division may not disclose any information received under par. (a) 1. or  
18 2. to any person except as follows:

19           1. The division may disclose information received under par. (a) 1. or 2. to the  
20 department of revenue for the sole purpose of requesting certifications under s.  
21 73.0301.

22           2. The division may disclose information received under par. (a) 1. to the  
23 department of workforce development in accordance with a memorandum of  
24 understanding entered into under s. 49.857.

1           (2) APPLICATION FEES. At the time of applying to the division for a license under  
2 this subchapter, the applicant shall pay any applicable fee specified in the rules  
3 promulgated under s. 218.63 (3).

4           (3) BOND. The division may require any applicant or licensee to file with the  
5 division and maintain in force a bond, in a form prescribed by and acceptable to the  
6 division, and in an amount determined by the division.

7           **218.62 Issuance or denial of license.** (1) INVESTIGATION. Upon the filing  
8 of an application under s. 218.618 (1) and the payment of any applicable fee, the  
9 division shall perform an investigation. Except as provided in sub. (3), if the division  
10 finds that the character, general fitness, and financial responsibility of the applicant;  
11 the members of the applicant, if the applicant is a partnership, limited liability  
12 company, or association; and the officers and directors of the applicant, if the  
13 applicant is a corporation warrant the belief that the business will be operated in  
14 compliance with this subchapter, the division shall issue a license to the applicant.

15           (2) DENIAL; NOTICE; HEARING. Except as provided in sub. (3), the division may  
16 deny an application made under s. 218.618 (1) by providing written notice to the  
17 applicant stating the grounds for the denial. Except as provided in sub. (3), a person  
18 whose application is denied may request a hearing under s. 227.44 within 30 days  
19 after the date of denial. The division may appoint a hearing examiner under s. 227.46  
20 to conduct the hearing.

21           (3) DENIAL; CHILD OR FAMILY SUPPORT OR TAX DELINQUENCY. The division may not  
22 issue a license under this subchapter if any of the following applies:

23           (a) The applicant fails to provide the information required under s. 218.618 (1)

24           (a).

1 (b) The department of revenue certifies under s. 73.0301 that the applicant is  
2 liable for delinquent taxes. An applicant for whom a license is not issued under this  
3 paragraph for delinquent taxes is entitled to a notice under s. 73.0301 (2) (b) 1. b. and  
4 a hearing under s. 73.0301 (5) (a) but is not entitled to any other notice or hearing  
5 under this section.

6 (c) The applicant fails to comply, after appropriate notice, with a subpoena or  
7 warrant issued by the department of workforce development or a county child  
8 support agency under s. 59.53 (5) and related to paternity or child support  
9 proceedings or is delinquent in making court-ordered payments of child or family  
10 support, maintenance, birth expenses, medical expenses, or other expenses related  
11 to the support of a child or former spouse, as provided in a memorandum of  
12 understanding entered into under s. 49.857. An applicant whose application is  
13 denied under this paragraph for delinquent payments is entitled to a notice and  
14 hearing under s. 49.857 but is not entitled to any other notice or hearing under this  
15 section.

16 **218.622 License; other business. (1) LICENSED LOCATIONS.** A license issued  
17 under this subchapter shall specify the location at which the licensee is permitted  
18 to conduct business. A separate license shall be required for each place of business  
19 maintained by the licensee.

20 (2) ASSIGNMENT. A license issued under this subchapter is not assignable.

21 (3) POSTING. A licensee shall post its license in a conspicuous place at the  
22 location specified in the license.

23 (4) TERM OF LICENSE; FEE. Every license shall remain in force until suspended  
24 or revoked in accordance with this subchapter or surrendered by the licensee. Every  
25 licensee shall, on or before June 1 of each year, pay to the division the annual license

1 fee specified in rules promulgated under s. 218.63 (3) and, if required by the division,  
2 provide a rider or endorsement to increase the amount of any bond required under  
3 s. 218.618 (3).

4 (5) OTHER BUSINESS PROHIBITED. No licensee may conduct business as a  
5 rental–purchase company within any office, room, or place of business in which any  
6 other business is solicited or engaged in, unless the licensee is authorized to do so,  
7 in writing, by the division.

8 **218.624 Revocation, suspension, and restriction of license. (1)**  
9 DISCRETIONARY SUSPENSION OR REVOCATION. The division may issue an order  
10 suspending or revoking any license issued under this subchapter if the division finds  
11 that any of the following applies:

12 (a) The licensee has violated any of the provisions of this subchapter, any rules  
13 promulgated under s. 218.63 (3), or any lawful order of the division under s. 218.63  
14 (1).

15 (b) A fact or condition exists that, if it had existed at the time of the original  
16 application for the license, would have warranted the division in refusing to issue the  
17 license.

18 (c) The licensee has made a material misstatement in an application for a  
19 license or in information furnished to the division.

20 (d) The licensee has failed to pay the annual license fee required under s.  
21 218.622 (4) or has failed to maintain in effect any bond required under s. 218.618 (3).

22 (e) The licensee has failed to provide any additional information, data, and  
23 records required by the division, within the time period prescribed under s. 218.626

24 (2).

1 (f) The licensee has failed to pay any penalties due under s. 218.682 (1) or (2)  
2 within 30 days after receiving notice, by certified mail, that the penalties are due.

3 (2) MANDATORY RESTRICTION OR SUSPENSION; CHILD OR FAMILY SUPPORT. The  
4 division shall restrict or suspend a license issued under this subchapter if the  
5 division finds that the licensee is an individual who fails to comply, after appropriate  
6 notice, with a subpoena or warrant issued by the department of workforce  
7 development or a county child support agency under s. 59.53 (5) and related to  
8 paternity or child support proceedings or who is delinquent in making court-ordered  
9 payments of child or family support, maintenance, birth expenses, medical expenses,  
10 or other expenses related to the support of a child or former spouse, as provided in  
11 a memorandum of understanding entered into under s. 49.857. A licensee whose  
12 license is restricted or suspended under this subsection is entitled to a notice and  
13 hearing only as provided in a memorandum of understanding entered into under s.  
14 49.857 and is not entitled to any other notice or hearing under this section.

15 (3) MANDATORY REVOCATION; DELINQUENT TAXES. The division shall revoke a  
16 license issued under this subchapter if the department of revenue certifies under s.  
17 73.0301 that the licensee is liable for delinquent taxes. A licensee whose license is  
18 revoked under this subsection for delinquent taxes is entitled to a notice under s.  
19 73.0301 (2) (b) 1. b. and a hearing under s. 73.0301 (5) (a) but is not entitled to any  
20 other notice or hearing under this section.

21 (4) REVOCATION AND SUSPENSION PROCEDURE. Except as provided in subs. (2) and  
22 (3), the following procedure applies to every order of the division that suspends or  
23 revokes a license issued under this subchapter:

1 (a) The division shall provide a written notice to the licensee of the division's  
2 intent to issue an order suspending or revoking the licensee's license. The notice  
3 shall specify the grounds for and the effective date of the proposed order.

4 (b) The licensee may file with the division a written response to the allegations  
5 contained in the notice within 20 days after receiving the notice. The licensee's  
6 written response may contain a request for a contested case hearing under s. 227.42.  
7 If the written response does not contain a request for a contested case hearing under  
8 s. 227.42, the right to a contested case hearing is waived.

9 (c) If a written response containing a request for a contested case hearing under  
10 s. 227.42 is received by the division within the time provided under par. (b) and if,  
11 in the opinion of the division, the matter satisfies all of the conditions specified in s.  
12 227.42 (l) (a) to (d), the matter shall be scheduled for a contested case hearing to  
13 commence within 60 days after the date on which the division receives the written  
14 response.

15 (d) If the licensee fails to file a written response within the time provided under  
16 par. (b), files a timely written response but fails to request a contested case hearing  
17 under s. 227.42 or files a timely written response requesting a contested case hearing  
18 but, in the opinion of the division, the matter fails to satisfy all of the conditions  
19 specified in s. 227.42 (l) (a) to (d), the division may issue an order suspending or  
20 revoking the license. If the licensee files a timely written response containing a  
21 proper request for a contested case hearing under s. 227.42, any order of the division  
22 suspending or revoking the licensee's license shall be stayed pending completion of  
23 proceedings under ch. 227.

24 **218.626 Modification of license. (1) CHANGE IN PLACE OF BUSINESS.** No  
25 licensee may change its place of business to another location without the prior

1 approval of the division. A licensee shall provide the division with at least 15 days'  
2 prior written notice of a proposed change under this subsection and shall pay any  
3 applicable fees specified in the rules promulgated under s. 218.63 (3). Upon approval  
4 by the division of the new location, the division shall issue an amended license,  
5 specifying the date on which the amended license is issued and the new location.

6 (2) OTHER CHANGES. Except as provided in sub. (1), a licensee shall notify the  
7 division of any material change to the information provided in the licensee's original  
8 application for a license under this subchapter or provided in a previous notice of  
9 change filed by the licensee with the division under this subsection. A licensee shall  
10 provide the notice required under this subsection within 10 days after the change.  
11 The licensee shall provide any additional information, data, and records about the  
12 change to the division within 20 days after the division requests the information,  
13 data, or records. The division shall determine the cost of investigating and  
14 processing the change. The licensee shall pay the division's cost within 30 days after  
15 the division demands payment.

16 (3) DIVISION APPROVAL OF OTHER CHANGES. Any change that is subject to the  
17 notice requirement under sub. (2) is subject to the approval of the division. In  
18 reviewing the change, the division shall apply the same criteria as the criteria for  
19 approval of an original license application.

20 **218.628 Annual report; records.** (1) ANNUAL REPORT. On or before March  
21 31 of each year, a licensee shall file a report with the division giving such reasonable  
22 and relevant information as the division may require concerning the business and  
23 operations conducted by the licensee. The licensee shall make the report in the form  
24 prescribed by the division.

1           (2) BOOKS AND RECORDS. A licensee shall keep such books and records in the  
2 licensed location as, in the opinion of the division, will enable the division to  
3 determine whether the provisions of this subchapter are being observed. Every  
4 licensee shall preserve its records of a rent-to-own agreement for at least 3 years  
5 after making the final entry with respect to the rent-to-own agreement.

6           **218.63 Powers and duties of division; administration.** (1) ORDERS. The  
7 division may issue any general order, as defined in s. 217.02 (3), or special order, as  
8 defined in s. 217.02 (10), in execution of or supplementary to this subchapter, except  
9 that the division may not issue a general order or special order that conflicts with this  
10 subchapter.

11           (2) INVESTIGATIONS AND EXAMINATIONS. For the purpose of discovering violations  
12 of this subchapter, the division may cause an investigation or examination to be  
13 made of the business of a licensee transacted under this subchapter. The place of  
14 business, books of accounts, papers, records, safes, and vaults of the licensee shall  
15 be open to the division for the purpose of an investigation or examination, and the  
16 division has authority to examine under oath all persons whose testimony is required  
17 for an investigation or examination. The division shall determine the cost of an  
18 investigation or examination. The licensee shall pay the cost of an investigation or  
19 examination. The licensee shall pay the cost of any hearing held for the purpose of  
20 this subsection, including witness fees, unless the division or a court finds that the  
21 licensee has not violated any provision of this subchapter. The licensee shall pay all  
22 costs owing under this subsection within 30 days after the division demands  
23 payment. The state may maintain an action for the recovery of any costs owing under  
24 this subsection.



1           (3) RULES. The division may promulgate rules for the administration of this  
2 subchapter.

3           (4) TESTIMONIAL POWERS AND POWERS TO SECURE EVIDENCE. The division has the  
4 same power to conduct hearings, take testimony, and secure evidence as is provided  
5 in ss. 217.17 and 217.18.

6           (5) ENFORCEMENT. The division has the duty, power, jurisdiction, and authority  
7 to investigate, ascertain, and determine whether this subchapter or any lawful  
8 orders issued under sub. (1) are being violated. The division may report violations  
9 of this subchapter to the attorney general or the district attorney of the proper county  
10 for prosecution.

11           **218.632 General requirements of disclosure. (1) FORM, LOCATION, SIZE, AND**  
12 **TIME OF DISCLOSURE.** The information required under s. 218.634 to be included in a  
13 rent-to-own agreement shall satisfy all of the following requirements:

14           (a) The information shall be clearly and conspicuously disclosed.

15           (b) The information shall be disclosed in writing.

16           (c) The information shall be disclosed on the face of the rent-to-own agreement  
17 above the line for the lessee's signature.

18           (d) The information shall be disclosed in not less than 8-point standard type.

19           (e) The information shall be disclosed before the time that the lessee becomes  
20 legally obligated under the rent-to-own agreement.

21           (2) ACCURACY OF DISCLOSURE. The information required under s. 218.634 must  
22 be accurate as of the time that it is disclosed to the lessee. If any information  
23 subsequently becomes inaccurate as a result of any act, occurrence, or agreement by  
24 the lessee, the resulting inaccuracy is not a violation of this subchapter.

1           **(3) COPY OF RENT-TO-OWN AGREEMENT.** The rental–purchase company shall  
2 provide the lessee with a copy of the completed rent–to–own agreement signed by the  
3 lessee. If more than one lessee is legally obligated under the same rent–to–own  
4 agreement, delivery of a copy of the completed rent–to–own agreement to one of the  
5 lessees shall satisfy this subsection.

6           **(4) SINGLE INSTRUMENT.** In a rent–to–own agreement, the lessee’s payment  
7 obligations shall be evidenced by a single instrument, which shall include the  
8 signature of the rental–purchase company, the signature of the lessee, and the date  
9 on which the instrument is signed.

10           **218.634 Required provisions of rent–to–own agreement.** A  
11 rental–purchase company shall include all of the following information, to the extent  
12 applicable, in every rent–to–own agreement:

13           **(1) DESCRIPTION.** A brief description of the rental property, sufficient to identify  
14 the rental property to the lessee and the rental–purchase company, including any  
15 identification number, and a statement indicating whether the rental property is  
16 new or used. A statement that incorrectly indicates that new rental property is used  
17 is not a violation of this subchapter.

18           **(2) CASH PRICE.** The price at which the rental–purchase company would sell the  
19 rental property to the lessee if the lessee were to pay for the rental property in full  
20 on the date on which the rent–to–own agreement is executed, along with a statement  
21 that, if the lessee intends to acquire ownership of the rental property and is able to  
22 pay for the property in full or is able to obtain credit to finance the purchase, the  
23 lessee may be able to purchase similar property from a retailer at a lower cost.

24           **(3) RENTAL PAYMENT.** The periodic rental payment for the rental property.

1           (4) UP-FRONT PAYMENT. Any payment required of the lessee at the time that the  
2 agreement is executed or at the time that the rental property is delivered, including  
3 the initial rental payment, any application or processing charge, any delivery fee, the  
4 applicable tax, and any charge for a liability damage waiver or for other optional  
5 services agreed to by the lessee.

6           (5) PERIODIC RENTAL PAYMENTS TO ACQUIRE OWNERSHIP. The total number, total  
7 dollar amount, and timing of all periodic rental payments necessary to acquire  
8 ownership of the rental property.

9           (6) OTHER CHARGES AND FEES TO ACQUIRE OWNERSHIP. The dollar amount, both  
10 itemized and in total, of all taxes, liability damage waiver fees, fees for optional  
11 services, processing fees, application fees, and delivery charges that the lessee would  
12 incur if the lessee were to rent the rental property until the lessee acquires  
13 ownership, assuming that the lessee does not add or decline the liability damage  
14 waiver or optional services after signing the rent-to-own agreement.

15           (7) TOTAL PAYMENTS TO ACQUIRE OWNERSHIP. The total of all charges to be paid  
16 by the lessee to acquire ownership of the rental property, which shall consist of the  
17 sum of the total dollar amount of all periodic rental payments disclosed under sub.  
18 (5) and the total dollar amount of all other charges and fees disclosed under sub. (6),  
19 along with a statement that this is the amount a lessee will pay to acquire ownership  
20 of the rental property if the tax rates do not change and if the lessee does not add or  
21 decline the liability damage waiver or optional services after signing the  
22 rent-to-own agreement.

23           (8) OTHER CHARGES. An itemized description of any other charges or fees that  
24 the rental-purchase company may charge the lessee.

1           **(9) SUMMARY OF EARLY-PURCHASE OPTION.** A statement summarizing the terms  
2 of the lessee's option to acquire ownership of the rental property, including a  
3 statement indicating that the lessee has the right to acquire ownership of the rental  
4 property at any time after the first payment by paying all past-due payments and  
5 fees and an amount not to exceed an amount equal to the cash price of the rental  
6 property multiplied by a fraction that has as its numerator the number of periodic  
7 rental payments remaining under the rent-to-own agreement and that has as its  
8 denominator the total number of periodic rental payments.

9           **(10) RESPONSIBILITY FOR THEFT OR DAMAGE.** A statement that, unless otherwise  
10 agreed, the lessee is responsible for the fair market value of the rental property,  
11 determined according to the early-purchase option formula under sub. (9), if the  
12 rental property is stolen, damaged, or destroyed while in the possession of or subject  
13 to the control of the lessee. The statement shall indicate that the fair market value  
14 will be determined as of the date on which the rental property is stolen, damaged,  
15 or destroyed.

16           **(11) SERVICE AND WARRANTY.** A statement that during the term of the  
17 rent-to-own agreement, the rental-purchase company is required to service the  
18 rental property to maintain it in good working condition, as long as no other person  
19 has serviced the rental property. In lieu of servicing the rental property, the  
20 rental-purchase company may, at its option, replace the rental property. The  
21 rental-purchase company's obligation to provide service is limited to defects in the  
22 property not caused by improper use or neglect by the lessee or harmful conditions  
23 outside the control of the rental-purchase company or manufacturer.

1           **(12) TERMINATION AT OPTION OF LESSEE.** A statement that the lessee may  
2 terminate the agreement at any time without penalty by voluntarily surrendering  
3 or returning the rental property in good repair.

4           **(13) RIGHT TO REINSTATE.** A brief explanation of the lessee’s right to reinstate  
5 a rent-to-own agreement under s. 218.654.

6           **(14) RENTAL, NOT PURCHASE.** A statement that the lessee will not own the rental  
7 property until the lessee has made all payments necessary to acquire ownership or  
8 has exercised the lessee’s early-purchase option. The rental-purchase company  
9 shall also include a notice reading substantially as follows: “You are renting this  
10 property. You will not own the property until you make all payments necessary to  
11 acquire ownership or until you exercise your early-purchase option. If you do not  
12 make your payments as scheduled or exercise your early-purchase option, the lessor  
13 may repossess the property.”

14           **(15) INFORMATION ABOUT RENTAL-PURCHASE COMPANY AND LESSEE.** The names of  
15 the rental-purchase company and the lessee, the rental-purchase company’s  
16 business address and telephone number, the lessee’s address, and the date on which  
17 the rent-to-own agreement is executed.

18           **218.636 Prohibited provisions of rent-to-own agreement.** A  
19 rental-purchase company may not include any of the following provisions in a  
20 rent-to-own agreement:

21           **(1) CONFESSION.** A confession of judgment.

22           **(2) SECURITY.** A provision granting the rental-purchase company a security  
23 interest in any property except the rental property delivered by the rental-purchase  
24 company under the rent-to-own agreement.

1           (3) REPOSSESSION. A provision authorizing the rental–purchase company or an  
2 agent of the rental–purchase company to enter the lessee’s premises or to commit a  
3 breach of the peace in the repossession of rental property provided by the  
4 rental–purchase company under the rent–to–own agreement.

5           (4) WAIVER. A waiver of a defense or counterclaim, a waiver of any right to  
6 assert any claim that the lessee may have against the rental–purchase company or  
7 against an agent of the rental–purchase company, or a waiver of any provision of this  
8 subchapter.

9           (5) OVERPAYMENT. A provision requiring periodic rental payments totaling more  
10 than the total dollar amount of all periodic rental payments necessary to acquire  
11 ownership, as disclosed in the rental–purchase agreement.

12           (6) INSURANCE. A provision requiring the lessee to purchase insurance from the  
13 rental–purchase company to insure the rental property.

14           (7) ATTORNEY FEES. A provision requiring the lessee to pay attorney fees.

15           **218.638 Liability waiver.** A rental–purchase company may offer a liability  
16 waiver to the lessee. The terms of the waiver shall be provided to the lessee in  
17 writing, and the face of the writing shall clearly disclose that the lessee is not  
18 required to purchase the waiver. The fee for the waiver may not exceed 10% of the  
19 periodic rental payment due under the rent–to–own agreement. The lessee shall be  
20 entitled to cancel the waiver at the end of any rental term.

21           **218.64 Early–purchase option.** An early–purchase option under a  
22 rent–to–own agreement shall permit the lessee to purchase the rental property at  
23 any time after the initial periodic rental payment for an amount determined  
24 according to the early–purchase option formula under s. 218.634 (9). As a condition  
25 of exercising the early–purchase option, the rental–purchase company may require

1 the lessee to be current on the payments under the lessee's rent-to-own agreement  
2 or to pay any past-due rental charges and other outstanding fees that are owed.

3 **218.642 Receipts and statements.** (1) RECEIPTS. A rental-purchase  
4 company shall provide a written receipt to a lessee for any payment made by the  
5 lessee in cash, or upon the request of the lessee, for any other type of payment.

6 (2) STATEMENT DUE TO LESSEE. Subject to sub. (4), upon the request of a lessee,  
7 a rental-purchase company shall provide a written statement to the lessee showing  
8 the lessee's payment history under each rent-to-own agreement between the lessee  
9 and the rental-purchase company. A rental-purchase company is not required to  
10 provide a statement covering any rent-to-own agreement that terminated more  
11 than one year prior to the date of the lessee's request. A rental-purchase company  
12 may provide a single statement covering all rent-to-own agreements or separate  
13 statements for each rent-to-own agreement, at the rental-purchase company's  
14 option.

15 (3) STATEMENT DUE TO 3RD PARTY. Subject to sub. (4), upon the written request  
16 of a lessee, made during the term of or no later than one year after the termination  
17 of a rent-to-own agreement, a rental-purchase company shall provide a written  
18 statement to any person designated by the lessee, showing the lessee's payment  
19 history under the rent-to-own agreement.

20 (4) FEE FOR STATEMENT. A lessee or, if appropriate, a lessee's designee is entitled  
21 to receive one statement under subs. (2) and (3) without charge once every 12  
22 months. A rental-purchase company shall provide an additional statement if the  
23 lessee pays the rental-purchase company's reasonable costs of preparing and  
24 furnishing the statement.

1           **218.644 Price cards displayed.** (1) PRICE CARDS; GENERALLY. Except as  
2 provided under sub. (2), a rental-purchase company shall display a card or tag that  
3 clearly and conspicuously states all of the following information on or next to any  
4 property displayed or offered by the rental-purchase company for rent under a  
5 rent-to-own agreement:

6           (a) The cash price that an individual would pay to purchase the property.

7           (b) The amount of the periodic rental payment and the term over which the  
8 payment must be made.

9           (c) The total number and total dollar amount of all periodic rental payments  
10 necessary to acquire ownership of the property under a rent-to-own agreement.

11           (d) Whether the property is new or used.

12           (2) EXCEPTIONS. If property is offered for rent under a rent-to-own agreement  
13 through a catalog, or if the size of the property is such that displaying a card or tag  
14 on or next to the property is impractical, a rental-purchase company may make the  
15 disclosures required under sub. (1) in a catalog or list that is readily available to  
16 prospective lessees.

17           **218.646 Advertising.** (1) DISCLOSURE REQUIRED. Except as provided under  
18 sub. (2), if an advertisement for a rent-to-own agreement refers to or states the  
19 amount of a payment for a specific item of property, the rental-purchase company  
20 shall ensure that the advertisement clearly and conspicuously states all of the  
21 following:

22           (a) That the transaction advertised is a rent-to-own agreement.

23           (b) The total number and total dollar amount of all periodic rental payments  
24 necessary to acquire ownership of the property.



1 (c) That the lessee does not acquire ownership of the property if the lessee fails  
2 to make all periodic rental payments or other payments necessary to acquire  
3 ownership of the property.

4 (2) EXCEPTION. Subsection (1) does not apply to an in-store display or to an  
5 advertisement that is published in the yellow pages of a telephone directory or in a  
6 similar directory of businesses.

7 **218.648 Referral transactions. (1) PROHIBITED REFERRAL TRANSACTIONS.** No  
8 rental-purchase company may induce any individual to enter into a rent-to-own  
9 agreement by giving or offering to give a rebate or discount to the individual in  
10 consideration of the individual giving to the rental-purchase company the names of  
11 prospective lessees if the earning of the rebate or discount is contingent on the  
12 occurrence of any event that takes place after the time that the individual enters into  
13 the rent-to-own agreement.

14 (2) AUTHORIZED REFERRAL TRANSACTIONS. After entering into a rent-to-own  
15 agreement, a rental-purchase company may give or offer to give a rebate or discount  
16 to the lessee under the rent-to-own agreement in consideration of the lessee giving  
17 to the rental-purchase company the names of prospective lessees. A rebate or  
18 discount under this subsection may be contingent on the occurrence of any event that  
19 takes place after the time that the names are given to the rental-purchase company.

20 **218.65 Termination of rent-to-own agreement.** The termination date of  
21 a rent-to-own agreement is the earlier of the following:

22 (1) The day specified in the rent to own agreement as the day on which the  
23 rental term ends, unless a different day has been established pursuant to the terms  
24 of the rent-to-own agreement.

25 (2) The date on which the lessee voluntarily surrenders the rental property.

1           **218.652 Late payment, grace period, and late fees. (1) LATE FEE;**

2           GENERALLY. If a lessee fails to make a periodic rental payment when due under a  
3           rent-to-own agreement or if, at the end of any rental term, the lessee fails to return  
4           the rental property or to renew the rent-to-own agreement for an additional term,  
5           the rental-purchase company may require the lessee to pay a late fee. Except as  
6           provided under sub. (4), this subsection does not apply if the lessee's failure to return  
7           the rental property or failure to renew the rent-to-own agreement at the end of the  
8           rental term is due to the lessee's exercise of an early-purchase option under the  
9           rent-to-own agreement or is due to the lessee making all periodic rental payments  
10          necessary to acquire ownership of the rental property.

11           **(2) GRACE PERIODS.** The following grace periods shall apply to periodic rental  
12          payments made with respect to a rental-purchase agreement:

13           (a) For an agreement that is renewed on a weekly basis, no late fee may be  
14          assessed for a periodic rental payment that is made within 2 days after the date on  
15          which the payment is due.

16           (b) For an agreement that is renewed for a term that is longer than one week,  
17          no late fee may be assessed for a periodic rental payment that is made within 5 days  
18          after the date on which the payment is due.

19           **(3) COLLECTION, RECORDING, AND LIMITATION OF LATE FEES.** Late fees are subject  
20          to all of the following limitations:

21           (a) A late fee may not exceed \$5 for each past-due periodic rental payment.

22           (b) A late fee may be collected only once on each periodic rental payment due,  
23          regardless of how long the payment remains past due.

24           (c) Payments received shall be applied first to the payment of any rent that is  
25          due and then to late fees and any other charges.

1 (d) A late fee may be collected at the time that the late fee accrues or at any time  
2 afterward.

3 (4) EFFECT OF OUTSTANDING LATE FEE ON TRANSFER OF OWNERSHIP. A  
4 rental-purchase company may require payment of any outstanding late fees before  
5 transferring ownership of rental property to a lessee.

6 **218.654 Reinstatement of terminated rent-to-own agreement. (1)**  
7 REINSTATEMENT, GENERALLY. A lessee may reinstate a terminated rent-to-own  
8 agreement without losing any rights or options previously acquired if all of the  
9 following conditions apply:

10 (a) The lessee returned or surrendered the rental property within 5 days after  
11 the termination of the rent-to-own agreement.

12 (b) Not more than 21 days have passed after the date on which the rental  
13 property was returned to the rental-purchase company or, if the lessee has paid  
14 two-thirds or more of the total number of periodic rental payments necessary to  
15 acquire ownership of the rental property, not more than 45 days have passed since  
16 the date on which the rental property was returned to the rental-purchase company.

17 (2) AUTHORIZED CONDITIONS ON REINSTATEMENT. As a condition of reinstatement  
18 under this section, the rental-purchase company may require the payment of all  
19 past-due rental charges, any applicable late fees, a reinstatement fee not to exceed  
20 \$5, and the periodic rental payment for the next term.

21 (3) EFFECT OF REPOSSESSION ON REINSTATEMENT. Nothing in this section prohibits  
22 a rental-purchase company from attempting to repossess rental property upon  
23 termination of a rent-to-own agreement, but repossession efforts do not affect the  
24 lessee's right to reinstate the rent-to-own agreement as long as the rental property

1 is voluntarily returned or surrendered within 5 days after the termination of the  
2 rent-to-own agreement.

3 (4) PROPERTY AVAILABLE UPON REINSTATEMENT. Upon reinstatement, the  
4 rental-purchase company shall provide the lessee with the same rental property, if  
5 the property is available and is in the same condition as when it was returned to the  
6 rental-purchase company, or with substitute rental property of comparable quality  
7 and condition.

8 **218.656 Reduced periodic rental payment due to reduced income. (1)**  
9 REDUCTION IN AMOUNT OF PERIODIC RENTAL PAYMENTS; REQUIRED EVIDENCE. (a)  
10 *Reduction in amount of periodic rental payments.* If a lessee's monthly income is  
11 reduced by 25% or more due to pregnancy, disability, involuntary job loss, or  
12 involuntary reduction in the amount of hours worked or wages earned, the  
13 rental-purchase company shall reduce the amount of each periodic rental payment  
14 due under the rent-to-own agreement by the same percentage that the lessee's  
15 monthly income is reduced or by 50%, whichever is less, for the period of time during  
16 which the lessee's income is reduced. This paragraph applies only if all of the  
17 following conditions are satisfied:

18 1. The total dollar amount of periodic rental payments made by the lessee  
19 under the rent-to-own agreement equals more than 50% of the total dollar amount  
20 of periodic rental payments necessary to acquire ownership of the rental property.

21 2. The lessee has provided the rental-purchase company with reasonable  
22 evidence of the amount and cause of the reduction in the lessee's monthly income.

23 (b) *Evidence of continued reduction in income.* At reasonable intervals after  
24 reducing the amount of a periodic rental payment under par. (a), a rental-purchase  
25 company may require the lessee to provide evidence of the lessee's monthly income

1 and evidence that the cause of the reduction in the lessee's monthly income has not  
2 abated.

3 (2) INCREASE IN NUMBER OF PERIODIC RENTAL PAYMENTS. Except as provided in  
4 sub. (4), if a rental-purchase company reduces the amount of a periodic rental  
5 payment under sub. (1) (a), the rental-purchase company may increase the total  
6 number of periodic rental payments necessary to acquire ownership of the rental  
7 property.

8 (3) INCREASE IN AMOUNT OF PERIODIC RENTAL PAYMENTS. Except as provided in  
9 sub. (4), if a rental-purchase company reduces the amount of a periodic rental  
10 payment under sub. (1) (a) and if, subsequently, the lessee's monthly income is  
11 increased, the rental-purchase company may increase, by the same percentage that  
12 the lessee's monthly income is increased, the amount of each periodic rental payment  
13 due after the date on which the lessee's monthly income is increased.

14 (4) LIMITATION ON INCREASES. If a rental-purchase company, under sub. (2) or  
15 (3), increases the amount or number of periodic rental payments due under a  
16 rent-to-own agreement, the increase affects only the rights or duties of the lessee  
17 to the extent authorized in sub. (2) or (3). No rental-purchase company, acting under  
18 sub. (2) or (3), may increase the total dollar amount of periodic rental payments  
19 necessary to acquire ownership of the rental property, or the amount of a periodic  
20 rental payment, to greater than the amount disclosed in the rent-to-own agreement.

21 **218.658 Default and right to cure. (1) DEFAULT; GENERALLY.** A lessee is in  
22 default under a rent-to-own agreement if any of the following occurs:

23 (a) The lessee fails to return the rental property within 7 days after the date  
24 on which the last term for which a periodic rental payment was made expires, unless

1 the lessee has exercised an early-purchase option or has made all periodic rental  
2 payments necessary to acquire ownership of the rental property.

3 (b) The lessee materially breaches any other provision of the rent-to-own  
4 agreement.

5 (2) DEFAULT; NECESSARY FOR LESSEE LIABILITY. No cause of action shall accrue  
6 against a lessee with respect to the lessee's obligations under a rent-to-own  
7 agreement except upon default and the expiration of any applicable period of time  
8 allowed for cure of the default.

9 (3) NOTICE OF DEFAULT; GENERAL REQUIREMENT. Except as provided in sub. (4),  
10 as a condition precedent to bringing an action against a lessee arising out of the  
11 lessee's default, a rental-purchase company shall provide a written notice of the  
12 default and of the right to cure the default to the lessee. The notice shall specify the  
13 default and the action required to cure the default and shall inform the lessee that,  
14 if the default is not cured within 15 days after the notice is given, the rental-purchase  
15 company will have the right to bring an action against the lessee.

16 (4) NOTICE OF DEFAULT; EXCEPTION. A rental-purchase company is not required  
17 to provide a notice of default and right to cure as a condition precedent to bringing  
18 an action against a lessee if each of the following occurred twice during the 12 months  
19 before the date of the current default with respect to the same rent-to-own  
20 agreement:

21 (a) The lessee was in default.

22 (b) The rental-purchase company gave the lessee written notice of the default  
23 and of the lessee's right to cure under sub. (3).

24 (c) The lessee cured the default.

1           (5) REQUEST FOR VOLUNTARY SURRENDER OF PROPERTY. A rental-purchase  
2 company may request the voluntary return or surrender of rental property prior to  
3 the declaration of a default and the sending of written notice of default and right to  
4 cure. A request under this subsection is subject to the requirements of s. 218.66.

5           **218.66 Rental-purchase company collection practices.** In attempting to  
6 recover possession of rental property or to collect past-due periodic rental payments  
7 or other charges owed under a rent-to-own agreement, a rental-purchase company  
8 may not do any of the following:

9           (1) USE OF FORCE. Use or threaten to use force or violence to cause physical harm  
10 to the lessee or the lessee's property or to a person related to the lessee.

11           (2) CRIMINAL PROSECUTION. Threaten criminal prosecution. It is not a violation  
12 of this subsection for a rental-purchase company to inform a lessee of the existence  
13 of s. 943.20 (1) (e) and the consequences of violating that section.

14           (3) DISCLOSURE OF FALSE INFORMATION. Disclose or threaten to disclose  
15 information adversely affecting the lessee's reputation for creditworthiness with  
16 knowledge or reason to know that the information is false.

17           (4) COMMUNICATION WITH LESSEE'S EMPLOYER. Initiate or threaten to initiate  
18 communication with the lessee's employer prior to obtaining final judgment against  
19 the lessee, except for the purpose of enforcing an assignment of earnings authorized  
20 under s. 218.68. This subsection does not prohibit a rental-purchase company from  
21 communicating with a lessee's employer solely to verify employment status or  
22 earnings or to determine if the employer has an established debt counseling service  
23 or procedure.

24           (5) DISCLOSURE OF INFORMATION RELATING TO LESSEE'S REPUTATION. Disclose or  
25 threaten to disclose to a person other than the lessee or the lessee's spouse

1 information affecting the lessee's reputation, whether or not for creditworthiness,  
2 with knowledge or reason to know that the other person does not have a legitimate  
3 business need for the information, except that this subsection does not prohibit any  
4 of the following:

5 (a) The disclosure to another person of information permitted to be disclosed  
6 to that person by statute.

7 (b) An inquiry solely for the purpose of determining the location of the lessee  
8 or the rental property.

9 (6) DISCLOSURE OF INFORMATION REGARDING A DISPUTED DEBT. Disclose or threaten  
10 to disclose information concerning the existence of a debt known to be reasonably  
11 disputed by the lessee without disclosing the fact that the lessee disputes the debt.

12 (7) HARASSMENT. Communicate with the lessee or a person related to the lessee  
13 with such frequency, at such unusual hours, or in such a manner as can reasonably  
14 be expected to threaten or harass the lessee or a person related to the lessee, or  
15 engage in any other conduct that can reasonably be expected to threaten or harass  
16 the lessee or a person related to the lessee.

17 (8) USE OF OBSCENE OR THREATENING LANGUAGE. Use obscene or threatening  
18 language in communicating with the lessee or a person related to the lessee.

19 (9) USE OF THREAT TO ENFORCE FALSE RIGHT. Threaten to enforce a right with  
20 knowledge that the right does not exist.

21 (10) USE OF FALSE PROCESS. Use a communication that simulates legal or  
22 judicial process or that gives the appearance of being authorized, issued, or approved  
23 by a government, government agency, or attorney-at-law when it is not.

24 (11) USE OF THREAT TO SUE. Threaten to file a civil action against the lessee  
25 unless the civil action is of a type that the rental-purchase company files in the



1 regular course of business or unless the rental–purchase company intends to file the  
2 civil action against the lessee.

3 **218.68 Assignment of earnings.** No rental–purchase company may take or  
4 arrange for an assignment of earnings of an individual for payment or as security for  
5 payment of an obligation arising out of a rent–to–own agreement unless the  
6 assignment is revocable at will by the individual.

7 **218.682 Penalties. (1) FAILURE TO PAY FEES AND PROVIDE REPORTS, INFORMATION,**  
8 **AND NOTICES; GENERALLY.** A licensee that fails to file its annual report by the date  
9 specified in s. 218.628 (1), fails to pay the annual license fee by the date specified in  
10 s. 218.622 (4), fails to provide any required rider or endorsement to increase the  
11 amount of its bond by the date specified in s. 218.622 (4), fails to provide examination  
12 records by the date required by the division, fails to notify the division in writing of  
13 a relocation of the licensee’s place of business by the date specified in s. 218.626 (1),  
14 or fails to provide notice to the division of other changes as required under s. 218.626  
15 (2) by the date specified in s. 218.626 (2) may be required to forfeit not more than \$50.  
16 Each day that a failure described in this subsection continues constitutes a separate  
17 offense.

18 **(2) FAILURE TO PROVIDE CERTAIN INFORMATION.** A licensee that fails to provide any  
19 additional information, data, or records requested by the division under s. 218.626  
20 (2) by the date specified in s. 218.626 (2) may be required to forfeit not more than  
21 \$100. Each day that a failure described in this subsection continues constitutes a  
22 separate offense.

23 **(3) MISDEMEANORS.** Any person who violates s. 218.63 (2) or any provision of  
24 ss. 218.617 to 218.628 other than those provisions described in subs. (1) and (2) may  
25 be fined not more than \$1,000, imprisoned for not more than 6 months, or both.

1           **218.684 Civil actions and defenses.** (1) LIABILITY; GENERALLY. Except as  
2 provided under subs. (2) to (6), a rental–purchase company that violates any  
3 provision of this subchapter is liable to a lessee damaged as a result of that violation  
4 for the costs of the action and, notwithstanding s. 814.04 (1), for reasonable attorney  
5 fees as determined by the court, plus an amount equal to the greater of the following:

6           (a) The actual damages, including any incidental and consequential damages,  
7 sustained by the lessee as a result of the violation.

8           (b) An amount equal to 25% of the total amount of payments due in one month  
9 under the lessee’s rent–to–own agreement, except that liability under this  
10 paragraph may not be less than \$100 nor more than \$1,000.

11           (2) LIABILITY; CERTAIN VIOLATIONS. Except as provided in subs. (4) and (5), if a  
12 rental–purchase company violates s. 218.636, the lessee may retain the rental  
13 property under the rent–to–own agreement without obligation to pay any amount  
14 and may recover any amounts paid to the rental–purchase company under the  
15 rent–to–own agreement.

16           (3) CLASS ACTION. In the case of a class action, a rental–purchase company that  
17 violates this subchapter is liable to the members of the class in an amount  
18 determined by the court, except that the total recovery for all lessees whose recovery  
19 is computed under sub. (1) (b) may not exceed \$100,000 plus the costs of the action  
20 and, notwithstanding s. 814.04 (1), reasonable attorney fees as determined by the  
21 court. In determining the amount to award under this subsection, the court shall  
22 consider, among other relevant factors, the amount of actual damages sustained by  
23 the members of the class, the frequency and persistence of the violations by the  
24 rental–purchase company, the resources of the rental–purchase company, the  
25 number of persons damaged by the violation, the presence or absence of good faith

1 on the part of the rental–purchase company, and the extent to which the violation  
2 was intentional.

3 (4) DEFENSE; ERROR NOTIFICATION AND CORRECTION. A rental–purchase company  
4 is not liable for a violation of this subchapter resulting from an error by the  
5 rental–purchase company if, within 60 days after discovering the error, the  
6 rental–purchase company notifies the lessee of the error and makes any adjustments  
7 necessary to correct the error.

8 (5) DEFENSE; UNINTENTIONAL ERROR. A rental–purchase company is not liable  
9 for a violation of this subchapter if the rental–purchase company shows by a  
10 preponderance of the evidence that the violation was not intentional, that the  
11 violation resulted from a bona fide error notwithstanding the maintenance of  
12 procedures reasonably adopted to avoid the error, and that the rental–purchase  
13 company has acted to correct the error. A bona fide error under this subsection  
14 includes a clerical error, an error in making calculations, an error due to computer  
15 malfunction or to computer programming, or a printing error.

16 (6) LIABILITY FOR MULTIPLE VIOLATIONS. Multiple violations of this subchapter  
17 in connection with the same rent–to–own agreement shall entitle the lessee to only  
18 a single recovery under sub. (1), except that a violation of s. 218.66 that occurs after  
19 recovery has been granted with respect to that rent–to–own agreement may entitle  
20 the lessee to an additional recovery under sub. (1).

21 (7) NECESSARY PARTIES. If more than one lessee is a party to the same  
22 rent–to–own agreement, all of the lessees that are parties to the rent–to–own  
23 agreement shall be joined as plaintiffs in any action under sub. (1), and the lessees  
24 are entitled to only a single recovery under sub. (1).

1           **218.686 Limitation on actions.** An action brought by a lessee under this  
2 subchapter shall be commenced within one year after the date on which the alleged  
3 violation occurred, 2 years after the date on which the rent-to-own agreement was  
4 entered into, or one year after the date on which the last payment was made under  
5 the rent-to-own agreement, whichever is later.

6           **218.688 Venue. (1) GENERALLY.** The venue for a claim arising out of a  
7 rent-to-own agreement is any of the following counties:

8           (a) Where the lessee resides or is personally served.

9           (b) Where the rental property is located.

10           (c) Where the lessee sought or acquired the rental property or signed the  
11 document evidencing his or her obligation under the terms of the rent-to-own  
12 agreement.

13           **(2) CHANGE IN VENUE.** When it appears from the return of service of a summons  
14 or otherwise that the county in which an action is pending under sub. (1) is not a  
15 proper place of trial for the action, unless the defendant appears and waives the  
16 improper venue, the court shall transfer the action to any county that is a proper  
17 place of trial.

18           **(3) MULTIPLE DEFENDANTS.** If there are several defendants in an action arising  
19 out of a rent-to-own agreement, and if venue is based on residence, venue may be  
20 in the county of residence of any of the defendants.

21           **SECTION 3021v.** 220.02 (2) (b) of the statutes is amended to read:

22           220.02 (2) (b) The lending of money under s. 138.09 or those relating to finance  
23 companies, motor vehicle dealers, adjustment service companies, community  
24 currency exchanges, rental-purchase companies, and collection agencies under ch.

25           218.

1           **SECTION 3021w.** 220.02 (3) of the statutes is amended to read:

2           220.02 (3) It is the intent of sub. (2) to give the division jurisdiction to enforce  
3 and carry out all laws relating to banks or banking in this state, including those  
4 relating to state banks, trust company banks, and also all laws relating to small loan  
5 companies or other loan companies or agencies, finance companies, motor vehicle  
6 dealers, adjustment service companies, community currency exchanges,  
7 rental-purchase companies, and collection agencies, and those relating to sellers of  
8 checks under ch. 217, whether doing business as corporations, individuals, or  
9 otherwise, but to exclude laws relating to credit unions.

10           **SECTION 3024.** 221.0320 (3) (a) of the statutes is amended to read:

11           221.0320 (3) (a) In this subsection, “local governmental unit” has the meaning  
12 given in s. ~~16.97~~ 22.01 (7).

13           **SECTION 3024m.** 221.0616 (2) of the statutes is amended to read:

14           221.0616 (2) EXPERTS. Legal counsel, certified public accountants licensed or  
15 certified under ch. 442, or other persons as to matters that the director or officer  
16 believes in good faith are within the person’s professional or expert competence.

17           **SECTION 3029.** 224.71 (3) (b) 7. of the statutes is created to read:

18           224.71 (3) (b) 7. The department of veterans affairs when administering the  
19 veteran’s housing loan program under subch. II of ch. 45.

20           **SECTION 3036e.** 229.64 (2) of the statutes is amended to read:

21           229.64 (2) The legislature determines that a district including a county with  
22 a population of more than ~~500,000~~ 600,000 serves a public purpose in that county and  
23 all counties that are contiguous to that county by providing recreation, by  
24 encouraging economic development and tourism, by reducing unemployment and by

1 bringing needed capital into the multicounty area for the benefit of people in the  
2 multicounty area.

3 **SECTION 3036g.** 229.67 of the statutes is amended to read:

4 **229.67 Jurisdiction.** A district's jurisdiction is any county with a population  
5 of more than ~~500,000~~ 600,000 and all counties that are contiguous to that county and  
6 that are not already included in a different district. Once created, a district's  
7 jurisdiction is fixed even if the population of other counties within the district  
8 subsequently ~~exceed 500,000~~ exceeds 600,000. Once a county is included in a  
9 district's jurisdiction the county remains in the district until the district is dissolved  
10 under s. 229.71. In this section, "contiguous" includes a county that touches another  
11 county only at a corner.

12 **SECTION 3037h.** 229.46 (1) (a) of the statutes is amended to read:

13 229.46 (1) (a) "Minority business" ~~has the meaning given in s. 200.49 (1) (a)~~  
14 means a business that is certified by the department of commerce under s. 560.036  
15 (2).

16 **SECTION 3034d.** 227.20 (1) of the statutes is amended to read:

17 227.20 (1) ~~An~~ Within 30 days after legislative review of a rule is completed  
18 under s. 227.19, the agency shall file a certified copy of ~~each~~ the proposed rule ~~it~~  
19 ~~promulgates~~ in the office of the secretary of state and in the office of the revisor. No  
20 rule is valid until the certified copies have been filed. A certified copy shall be typed  
21 or duplicated on 8 1/2 by 11 inch paper, leaving sufficient room for the secretary of  
22 state's stamp at the top of the first page. Forms that are filed need not comply with  
23 the specifications of this subsection.

24 **SECTION 3034j.** 227.24 (1) (c) of the statutes is amended to read:

1           227.24 (1) (c) A rule promulgated under par. (a) takes effect upon publication  
2 in the official state newspaper or on any later date specified in the rule and, except  
3 as provided under sub. (2), remains in effect only for ~~150~~ 90 days.

4           **SECTION 3034k.** 227.24 (2) (a) of the statutes is amended to read:

5           227.24 (2) (a) At the request of an agency, the joint committee for review of  
6 administrative rules may, at any time prior to the expiration date of a rule  
7 promulgated under sub. (1) (a), extend the effective period of the emergency rule or  
8 part of the emergency rule for a period specified by the committee not to exceed ~~60~~  
9 90 days. Any number of extensions may be granted under this paragraph, but the  
10 total period for all extensions may not exceed ~~120~~ 180 days.

11           **SECTION 3035c.** 227.43 (1) (bd) of the statutes is created to read:

12           227.43 (1) (bd) Assign a hearing examiner to preside over any hearing of a  
13 contested case which is required to be conducted by the department of forestry and  
14 which is not conducted by the secretary of forestry.

15           **SECTION 3035g.** 227.43 (2) (am) of the statutes is created to read:

16           227.43 (2) (am) The department of forestry shall notify the division of hearings  
17 and appeals of every pending hearing to which the administrator of the division is  
18 required to assign a hearing examiner under sub. (1) (bd) after the department of  
19 forestry is notified that a hearing on the matter is required.

20           **SECTION 3035n.** 227.43 (3) (am) of the statutes is created to read:

21           227.43 (3) (am) The administrator of the division of hearings and appeals may  
22 set the fees to be charged for any services rendered to the department of forestry by  
23 a hearing examiner under this section. The fees shall cover the total cost of the  
24 services less any costs covered by the appropriation under s. 20.505 (4) (f).

25           **SECTION 3035r.** 227.43 (4) (am) of the statutes is created to read:

1           227.43 (4) (am) The department of forestry shall pay all costs of the services  
2 of a hearing examiner assigned to the department under sub. (1) (bd), according to  
3 the fees set under sub. (3) (am).

4           **SECTION 3035w.** 227.46 (8) of the statutes is amended to read:

5           227.46 (8) If the hearing examiner assigned under s. 227.43 (1) (b) renders the  
6 final decision in a contested case and the decision is subject to judicial review under  
7 s. 227.52, the department of natural resources may petition for judicial review. If the  
8 hearing examiner assigned under s. 227.43 (1) (bd) renders the final decision in a  
9 contested case and the decision is subject to judicial review under s. 227.52, the  
10 department of forestry may petition for judicial review. If the hearing examiner  
11 assigned under s. 227.43 (1) (br) renders the final decision in a contested case and  
12 the decision is subject to judicial review under s. 227.52, the department of  
13 transportation may petition for judicial review.

14           **SECTION 3037m.** 229.685 (1) of the statutes is renumbered 229.685 (1) (intro.)  
15 and amended to read:

16           229.685 (1) (intro.) The district board shall maintain a special fund into which  
17 it deposits only the following revenue received from the department of revenue,;

18           (a) The revenue that is derived from the taxes imposed under subch. V of ch.  
19 77, and may use this. The revenue described in this paragraph may be used only for  
20 purposes related to baseball park facilities.

21           **SECTION 3037n.** 229.685 (1) (b) of the statutes is created to read:

22           229.685 (1) (b) The revenue that is derived from baseball donations, as defined  
23 in s. 71.10 (5f) (a) 1. The revenue described in this paragraph may be used only for  
24 the purpose of retiring bonds issued for the initial construction of baseball park  
25 facilities.



1           **SECTION 3037p.** 229.70 (1) (a) of the statutes is amended to read:

2           229.70 (1) (a) “Minority business” ~~has the meaning given in s. 560.036 (1) (e)~~  
3           means a business that is certified by the department of commerce under s. 560.036  
4           (2).

5           **SECTION 3037q.** 229.8273 (1) (b) of the statutes is amended to read:

6           229.8273 (1) (b) “Minority business” ~~has the meaning given in s. 560.036 (1) (e)~~  
7           means a business that is certified by the department of commerce under s. 560.036  
8           (2).

9           **SECTION 3037r.** 229.845 (1) (a) of the statutes is amended to read:

10          229.845 (1) (a) “Minority business” ~~has the meaning given in s. 560.036 (1) (e)~~  
11          means a business that is certified by the department of commerce under s. 560.036  
12          (2).

13          **SECTION 3038.** 230.03 (3) of the statutes is amended to read:

14          230.03 (3) “Agency” means any board, commission, committee, council, or  
15          department in state government or a unit thereof created by the constitution or  
16          statutes if such board, commission, committee, council, department, unit, or the  
17          head thereof, is authorized to appoint subordinate staff by the constitution or  
18          statute, except a legislative or judicial board, commission, committee, council,  
19          department, or unit thereof or an authority created under ~~ch. chs.~~ chs. 231, 232, 233, 234  
20          or, 235, or 237. “Agency” does not mean any local unit of government or body within  
21          one or more local units of government that is created by law or by action of one or more  
22          local units of government.

23          **SECTION 3047p.** 230.08 (2) (dm) of the statutes is created to read:

1           230.08 (2) (dm) Instructional staff employed by the board of regents of the  
2 University of Wisconsin System who provide services for a charter school established  
3 by contract under s. 118.40 (2r) (cm).

4           **SECTION 3048.** 230.08 (2) (e) 1. of the statutes is amended to read:

5           230.08 (2) (e) 1. Administration — ~~12~~ 10.

6           **SECTION 3050.** 230.08 (2) (e) 3r. of the statutes is created to read:

7           230.08 (2) (e) 3r. Electronic government — 3.

8           **SECTION 3051.** 230.08 (2) (e) 13. of the statutes is amended to read:

9           230.08 (2) (e) 13. Veterans affairs — ~~2~~ 3.

10          **SECTION 3050g.** 230.08 (2) (e) 4p. of the statutes is created to read:

11          230.08 (2) (e) 4p. Forestry — 1.

12          **SECTION 3050r.** 230.08 (2) (e) 8. of the statutes is amended to read:

13          230.08 (2) (e) 8. Natural resources — ~~7~~ 6.

14          **SECTION 3057.** 230.08 (2) (xm) of the statutes is created to read:

15          230.08 (2) (xm) The commandants of the Wisconsin Veterans Home at King and  
16 the Southern Wisconsin Veterans Retirement Center in the department of veterans  
17 affairs.

18          **SECTION 3060p.** 230.10 (2) of the statutes is amended to read:

19          230.10 (2) The compensation plan in effect at the time that a representative  
20 is recognized or certified to represent employees in a collective bargaining unit and  
21 the employee salary and benefit provisions under s. 230.12 (3) (e) in effect at the time  
22 that a representative is certified to represent employees in a collective bargaining  
23 unit under subch. V of ch. 111 constitute the compensation plan or employee salary  
24 and benefit provisions for employees in the collective bargaining unit until a  
25 collective bargaining agreement becomes effective for that unit. If a collective

1 bargaining agreement under subch. V of ch. 111 expires prior to the effective date of  
2 a subsequent agreement, and a representative continues to be recognized or certified  
3 to represent employees specified in s. 111.81 (7) (a) or certified to represent  
4 employees specified in s. 111.81 (7) (b) ~~or (c)~~ to (f) in that collective bargaining unit,  
5 the wage rates of the employees in such a unit shall be frozen until a subsequent  
6 agreement becomes effective, and the compensation plan under s. 230.12 and salary  
7 and benefit changes adopted under s. 230.12 (3) (e) do not apply to employees in the  
8 unit.

9 **SECTION 3061m.** 230.12 (3) (e) of the statutes is amended to read:

10 230.12 (3) (e) *University of Wisconsin system senior executives, faculty and*  
11 *academic staff employees.* The secretary, after receiving recommendations from the  
12 board of regents, shall submit to the joint committee on employment relations a  
13 proposal for adjusting compensation and employee benefits for employees under ss.  
14 20.923 (4g), (5) and (6) (m) and 230.08 (2) (d) who are not included in a collective  
15 bargaining unit under subch. V of ch. 111 for which a representative is certified. The  
16 proposal shall include the salary ranges and adjustments to the salary ranges for the  
17 university senior executive salary groups 1 and 2 established under s. 20.923 (4g).  
18 The proposal shall be based upon the competitive ability of the board of regents to  
19 recruit and retain qualified faculty and academic staff, data collected as to rates of  
20 pay for comparable work in other public services, universities and commercial and  
21 industrial establishments, recommendations of the board of regents and any special  
22 studies carried on as to the need for any changes in compensation and employee  
23 benefits to cover each year of the biennium. The proposal shall also take proper  
24 account of prevailing pay rates, costs and standards of living and the state's  
25 employment policies. The proposal for such pay adjustments may contain

1 recommendations for across-the-board pay adjustments, merit or other  
2 adjustments and employee benefit improvements. Paragraph (b) and sub. (1) (bf)  
3 shall apply to the process for approval of all pay adjustments for such employees  
4 under ss. 20.923 (4g), (5) and (6) (m) and 230.08 (2) (d). The proposal as approved  
5 by the joint committee on employment relations and the governor shall be based  
6 upon a percentage of the budgeted salary base for such employees under ss. 20.923  
7 (4g), (5) and (6) (m) and 230.08 (2) (d). The amount included in the proposal for merit  
8 and adjustments other than across-the-board pay adjustments is available for  
9 discretionary use by the board of regents.

10 **SECTION 3061r.** 230.143 of the statutes is created to read:

11 **230.143 Appointment; selective service registration.** A person who is  
12 required to register with the selective service system under 50 USC, Appendix,  
13 sections 451 to 473, but has not registered, may not receive any of the following  
14 during the period that the person is required to register:

15 (1) An original appointment to a position in the classified service.

16 (2) An appointment to a position described in s. 230.08 (2) (k).

17 (3) An appointment to a position as a corps enrollee with the Wisconsin  
18 conservation corps program under s. 106.215 (1) (c).

19 **SECTION 3061t.** 230.15 (1) of the statutes is amended to read:

20 230.15 (1) ~~Appointments~~ Subject to the restriction under s. 230.143,  
21 appointments to, and promotions in, the classified service shall be made only  
22 according to merit and fitness, which shall be ascertained so far as practicable by  
23 competitive examination. The administrator may waive competitive examination  
24 for appointments made under subs. (1m) and (2) and shall waive competitive  
25 examination for appointments made under sub. (2m).

1           **SECTION 3072h.** 230.26 (4) of the statutes is amended to read:

2           230.26 (4) Fringe benefits specifically authorized by statutes, with the  
3 exception of deferred compensation plan participation under subch. VII of ch. 40,  
4 worker's compensation, unemployment insurance, group insurance, retirement, and  
5 social security coverage, shall be denied employees hired under this section. Such  
6 employees may not be considered permanent employees and do not qualify for  
7 tenure, vacation, paid holidays, sick leave, performance awards, or the right to  
8 compete in promotional examinations.

9           **SECTION 3078d.** 230.35 (1) (a) (intro.) of the statutes is amended to read:

10           230.35 (1) (a) (intro.) Except as provided in subs. (1m) and, (1r), and (1s),  
11 appointing authorities shall grant to each person in their employ, except  
12 limited-term employees, based on accumulated continuous state service, annual  
13 leave of absence without loss of pay at the rate of:

14           **SECTION 3079.** 230.35 (1m) (a) 5. of the statutes is created to read:

15           230.35 (1m) (a) 5. A position held by an employee of the state fair park board  
16 who was employed on October 29, 1999, in a career executive position under the  
17 program established under s. 230.24.

18           **SECTION 3079e.** 230.35 (2r) (b) of the statutes is amended to read:

19           230.35 (2r) (b) The secretary may establish, by rule, a catastrophic leave  
20 program that permits ~~classified~~ employees to donate certain types and amounts of  
21 leave credits to other ~~classified~~ employees who have been ~~granted an unpaid leave~~  
22 ~~of absence on account of~~ absent from pay status because of a catastrophic need for  
23 which ~~absence~~ there is no paid leave benefits or replacement income available. The  
24 secretary shall determine the types and amounts of leave credits that may be  
25 donated.

1           **SECTION 3079r.** 230.35 (2r) (c) of the statutes is amended to read:

2           230.35 (2r) (c) No ~~classified~~ employee may grieve under an agency's grievance  
3 procedure any appointing authority's decision relating to a catastrophic leave  
4 program under this subsection or appeal any such decision to the commission under  
5 s. 230.44 or 230.45 (1) (c).

6           **SECTION 3079r.** 230.35 (1s) of the statutes is created to read:

7           230.35 (1s) Annual leave of absence with pay for instructional staff employed  
8 by the board of regents of the University of Wisconsin System who provide services  
9 for a charter school established by contract under s. 118.40 (2r) (cm) shall be  
10 determined by the governing board of the charter school established by contract  
11 under s. 118.40 (2r) (cm), as approved by the chancellor of the University of  
12 Wisconsin-Parkside and subject to the terms of any collective bargaining agreement  
13 under subch. V of ch. 111 covering the instructional staff.

14           **SECTION 3080.** 230.35 (3) (a) of the statutes is amended to read:

15           230.35 (3) (a) Officials and employees of the state who have permanent status  
16 and who are members of the national guard, <sup>check spelling</sup> the state defense force, or any other  
17 reserve component of the military forces of the United States or this state now or  
18 hereafter organized or constituted under federal or state law, are entitled to leaves  
19 of absence without loss of time in the service of the state, to enable them to attend  
20 military schools and annual field training or annual active duty for training, and any  
21 other state or federal tours of active duty, except extended active duty or service as  
22 a member of the active armed forces of the United States which have been duly  
23 ordered but not exceeding 30 days, excluding Saturdays, Sundays and holidays  
24 enumerated in sub. (4) in the calendar year in which so ordered and held. During  
25 this leave of absence, each state official or employee shall receive base state pay less

1 the base military pay received for and identified with such attendance but such  
2 reduction shall not be more than the base state pay. ~~Such~~ Other than for a leave of  
3 absence for the adjutant general and any deputy adjutants general, such leave shall  
4 not be granted for absences of less than 3 days. A state official or employee serving  
5 on state active duty as a member of the national guard or state defense force, may  
6 elect to receive pay from the state under s. 20.465 (1) in an amount equal to base state  
7 salary for such period of state active duty. Leave granted by this section is in addition  
8 to all other leaves granted or authorized by any other law. For the purpose of  
9 determining seniority, pay or pay advancement and performance awards the status  
10 of the employee shall be considered uninterrupted by such attendance.

11 **SECTION 3080m.** 230.36 (1m) (b) 1. (intro.) of the statutes is amended to read:

12 230.36 (1m) (b) 1. (intro.) A state forest ranger or field employee of the  
13 department of natural resources or the department of forestry who is subject to call  
14 for forest fire control duty or fire watcher employed at the Wisconsin Veterans Home  
15 at King or at the facilities operated by the department of veterans affairs under s.  
16 45.385, and lifeguard, at all times while:

17 **SECTION 3081.** 230.36 (1m) (b) 2. (intro.) of the statutes is amended to read:

18 230.36 (1m) (b) 2. (intro.) A conservation warden, conservation patrol boat  
19 captain, conservation patrol boat engineer, member of the state patrol, state motor  
20 vehicle inspector, University of Wisconsin System police officer, security officer, or  
21 security person, ~~state fair park~~ other state facilities police officer, special tax agent,  
22 excise tax investigator employed by the department of revenue, and special criminal  
23 investigation agent employed by the department of justice at all times while:

24 **SECTION 3081d.** 230.36 (1m) (b) 2. (intro.) of the statutes, as affected by 2001  
25 Wisconsin Act .... (this act), is amended to read:

1           230.36 (1m) (b) 2. (intro.) A conservation warden, state forest ranger,  
2 conservation patrol boat captain, conservation patrol boat engineer, member of the  
3 state patrol, state motor vehicle inspector, University of Wisconsin System police  
4 officer, security officer, or security person, other state facilities police officer, special  
5 tax agent, excise tax investigator employed by the department of revenue, and  
6 special criminal investigation agent employed by the department of justice at all  
7 times while:

8           **SECTION 3081t.** 230.36 (2m) (a) 5. of the statutes is amended to read:

9           230.36 (2m) (a) 5. A conservation field employee of the department of natural  
10 resources or the department of forestry who is subject to call for fire control duty.

11           **SECTION 3082.** 230.36 (2m) (a) 13. of the statutes is repealed.

12           **SECTION 3087.** 231.01 (9) of the statutes is amended to read:

13           231.01 (9) “Revenues” means, with respect to any project, the rents, fees,  
14 charges, and other income or profit derived therefrom and, with respect to any bonds  
15 issued under s. 231.03 (6) (g), tobacco settlement revenues identified in the bond  
16 resolution.

17           **SECTION 3088.** 231.01 (11) of the statutes is created to read:

18           231.01 (11) “Tobacco settlement agreement” has the meaning given in s. 16.63  
19 (1) (b).

20           **SECTION 3089.** 231.01 (12) of the statutes is created to read:

21           231.01 (12) “Tobacco settlement revenues” has the meaning given in s. 16.63  
22 (1) (c).

23           **SECTION 3090.** 231.03 (6) (g) of the statutes is created to read:

24           231.03 (6) (g) Finance a purchase, or make a loan, under sub. (20). Bonds  
25 issued under this paragraph shall be payable from, or secured by interests in, tobacco



1 settlement revenues and such other property pledged under the bond resolution and,  
2 notwithstanding s. 231.08 (3), are not required to mature in 30 years or less from the  
3 date of issue.

4 **SECTION 3091.** 231.03 (20) of the statutes is created to read:

5 231.03 (20) Purchase the state's right to receive any of the payments under the  
6 tobacco settlement agreement, or make a loan to be secured by the state's right to  
7 receive any of the payments under the tobacco settlement agreement, upon such  
8 terms and at such prices as the authority considers reasonable and as can be agreed  
9 upon between the authority and the other party to the transaction. The authority  
10 may issue certificates or other evidences of ownership interest in tobacco settlement  
11 revenues upon such terms and conditions as specified by the authority in the  
12 resolution under which the certificates or other evidences are issued or in a related  
13 trust agreement or trust indenture.

14 **SECTION 3093.** 231.16 (1) of the statutes is amended to read:

15 231.16 (1) The authority may issue bonds to refund any outstanding bond of  
16 the authority or indebtedness that a participating health institution, participating  
17 educational institution, or participating child care provider may have incurred for  
18 the construction or acquisition of a project prior to or after April 30, 1980, including  
19 the payment of any redemption premium on the outstanding bond or indebtedness  
20 and any interest accrued or to accrue to the earliest or any subsequent date of  
21 redemption, purchase, or maturity, or to pay all or any part of the cost of constructing  
22 and acquiring additions, improvements, extensions, or enlargements of a project or  
23 any portion of a project. No Except for bonds to refund bonds issued under s. 231.03  
24 (6) (g), no bonds may be issued under this section unless the authority has first  
25 entered into a new or amended agreement with a participating health institution,

1 participating educational institution, or participating child care provider to provide  
2 sufficient revenues to pay the costs and other items described in s. 231.13.

3 **SECTION 3094.** 231.16 (3) of the statutes is amended to read:

4 231.16 (3) All bonds issued under this section shall be subject to this chapter  
5 in the same manner and to the same extent as other bonds issued pursuant to this  
6 chapter, except that the limitations with respect to dates under s. 231.03 (6) (e) and  
7 (f) and (14) do not apply to bonds issued under this section, and the requirement  
8 under s. 231.08 (3) that the bonds mature in 30 years or less from their date of issue  
9 does not apply to bonds issued under this section to refund bonds issued under s.  
10 231.03 (6) (g).

11 **SECTION 3095.** 231.215 of the statutes is created to read:

12 **231.215 Incorporator for purpose related to purchase or sale of right**  
13 **to payments.** The authority, or its executive director, may organize one or more  
14 nonstock corporations under ch. 181 or limited liability companies under ch. 183 for  
15 any purpose related to purchasing or selling the state's right to receive any of the  
16 payments under the tobacco settlement agreement and may take any action  
17 necessary to facilitate and complete the purchase or sale.

18 **SECTION 3095j.** 232.05 (2) (d) of the statutes is amended to read:

19 232.05 (2) (d) Seek to enter into contracts for the purchase of goods and services  
20 with minority businesses that are certified by the department of commerce under s.  
21 560.036 (2).

22 **SECTION 3095r.** 233.10 (2) (b) of the statutes is amended to read:

23 233.10 (2) (b) The kinds of leave to which an employee of the authority is  
24 entitled, including paid annual leave of absence, paid sick leave, and unpaid leave  
25 of absence, except that unused sick leave accumulated prior to July 1, 1997, shall be

1 carried over and made available for the employee's use for appropriate sick leave  
2 purposes or for conversion as provided under s. 40.05 (4) (b), ~~(bd)~~, (be), (bm), or (bp).

3 **SECTION 3096.** 233.27 of the statutes is amended to read:

4 **233.27 Limit on the amount of outstanding bonds.** The authority may not  
5 issue bonds or incur indebtedness described under s. 233.03 (12) if, after the bonds  
6 are issued or the indebtedness is incurred, the aggregate principal amount of the  
7 authority's outstanding bonds, together with all indebtedness described under s.  
8 233.03 (12) would exceed ~~\$106,500,000~~ \$175,000,000. Bonds issued to fund or refund  
9 outstanding bonds, or indebtedness incurred to pay off or purchase outstanding  
10 indebtedness, is not included in calculating compliance with the ~~\$106,500,000~~  
11 \$175,000,000 limit.

12 **SECTION 3097e.** 234.01 (4n) (a) 3m. d. of the statutes is amended to read:

13 234.01 (4n) (a) 3m. d. The facility is <sup>plain</sup> owned or controlled by a minority business  
14 that is certified by the department of commerce under s. 560.036 (2) or that is more  
15 than 50% owned or controlled by women or minorities.

16 **SECTION 3098v.** 234.65 (1) (g) of the statutes is amended to read:

17 234.65 (1) (g) In granting loans under this section the authority shall give  
18 preference to businesses ~~which~~ that are minority businesses certified by the  
19 department of commerce under s. 560.036 (2) or that are more than 50% owned or  
20 controlled by women or minorities, to businesses that, together with all of their  
21 affiliates, subsidiaries, and parent companies, have current gross annual sales of  
22 \$5,000,000 or less or that employ 25 or fewer persons, and to new businesses that  
23 have less than 50% of their ownership held or controlled by another business and  
24 have their principal business operations in this state.

1           **SECTION 3099.** 234.65 (3) (f) of the statutes, as affected by 1999 Wisconsin Act  
2 9, is amended to read:

3           234.65 (3) (f) The name of the person receiving the loan does not appear on the  
4 statewide support lien docket under s. 49.854 (2) (b). ~~The condition under this~~  
5 ~~paragraph is met for a person whose name does appear if or, if the person's name~~  
6 appears on that docket, the person provides to the authority a payment agreement  
7 that has been approved by the county child support agency under s. 59.53 (5) and that  
8 is consistent with rules promulgated under s. 49.858 (2) (a).

9           **SECTION 3100.** 234.67 (1) (f) of the statutes is amended to read:

10           234.67 (1) (f) “Percentage of guarantee” means the percentage established by  
11 the authority under sub. (3) (a).

12           **SECTION 3101.** 234.67 (3) (a) of the statutes is renumbered 234.67 (3) and  
13 amended to read:

14           234.67 (3) GUARANTEE OF COLLECTION. ~~Subject to par. (b), the~~ The authority  
15 shall guarantee collection of a percentage, not exceeding 90%, of the principal of any  
16 loan eligible for a guarantee under sub. (2). The authority shall establish the  
17 percentage of the unpaid principal of an eligible loan that will be guaranteed, using  
18 the procedures described in the guarantee agreement under s. 234.93 (2) (a). The  
19 authority may establish a single percentage for all guaranteed loans or establish  
20 different percentages for eligible loans on an individual basis.

21           **SECTION 3102.** 234.67 (3) (b) of the statutes is repealed.

22           **SECTION 3103.** 234.83 (1) of the statutes is renumbered 234.83 (1m).

23           **SECTION 3104.** 234.83 (1c) of the statutes is created to read:

24           234.83 (1c) DEFINITIONS. In this section:

25           (a) “Rural community” means any of the following:

1           1. A city, town, or village in this state that is located in a county with a  
2 population density of less than 150 persons per square mile.

3           2. A city, town, or village in this state with a population of 12,000 or less.

4           (b) "Small business" means a business, as defined in s. 560.60 (2), that employs  
5 50 or fewer employees on a full-time basis.

6           **SECTION 3105.** 234.83 (2) (a) (intro.) of the statutes is amended to read:

7           234.83 (2) (a) (intro.) A business, ~~as defined in s. 560.60 (2)~~, to which all of the  
8 following apply:

9           **SECTION 3106.** 234.83 (2) (a) 2. of the statutes is amended to read:

10           234.83 (2) (a) 2. The business employs ~~50 or fewer employees on a full-time~~  
11 ~~basis~~ is a small business.

12           **SECTION 3107.** 234.83 (2) (a) 3. of the statutes, as affected by 1999 Wisconsin  
13 Act 9, is amended to read:

14           234.83 (2) (a) 3. The name of the owner of the business does not appear on the  
15 statewide support lien docket under s. 49.854 (2) (b). ~~The condition under this~~  
16 ~~subdivision is met for an owner whose name does appear if~~ or, if the name of the  
17 owner of the business appears on that docket, the owner of the business provides to  
18 the authority a payment agreement that has been approved by the county child  
19 support agency under s. 59.53 (5) and that is consistent with rules promulgated  
20 under s. 49.858 (2) (a).

21           **SECTION 3108.** 234.83 (3) (a) 2. of the statutes is amended to read:

22           234.83 (3) (a) 2. The ~~start-up, expansion or acquisition~~ of a day care business,  
23 including the purchase or improvement of land, buildings, machinery, equipment, or  
24 inventory.

25           **SECTION 3109.** 234.83 (3) (a) 3. of the statutes is created to read:

1           234.83 (3) (a) 3. The start-up of a small business in a vacant storefront in the  
2           downtown area of a rural community, including the purchase or improvement of  
3           land, buildings, machinery, equipment, or inventory.

4           **SECTION 3110.** 234.83 (4) (a) of the statutes is renumbered 234.83 (4) and  
5           amended to read:

6           234.83 (4) GUARANTEE OF REPAYMENT. ~~Subject to par. (b), the~~ The authority may  
7           guarantee repayment of a portion of the principal of any loan eligible for a guarantee  
8           under sub. ~~(1)~~ (1m). That portion may not exceed 80% of the principal of the loan or  
9           \$200,000, whichever is less. The authority shall establish the portion of the principal  
10          of an eligible loan that will be guaranteed, using the procedures described in the  
11          agreement under s. 234.93 (2) (a). The authority may establish a single portion for  
12          all guaranteed loans that do not exceed \$250,000 and a single portion for all  
13          guaranteed loans that exceed \$250,000 or establish on an individual basis different  
14          portions for eligible loans that do not exceed \$250,000 and different portions for  
15          eligible loans that exceed \$250,000.

16          **SECTION 3111.** 234.83 (4) (b) of the statutes is repealed.

17          **SECTION 3112.** 234.90 (3) (d) of the statutes, as affected by 1999 Wisconsin Act  
18          9, is amended to read:

19          234.90 (3) (d) The farmer's name does not appear on the statewide support lien  
20          docket under s. 49.854 (2) (b). ~~The condition under this paragraph is met for a farmer~~  
21          ~~whose name does appear if or, if the farmer's name appears on that docket,~~ the farmer  
22          provides to the authority a payment agreement that has been approved by the county  
23          child support agency under s. 59.53 (5) and that is consistent with rules promulgated  
24          under s. 49.858 (2) (a).

1           **SECTION 3113.** 234.90 (3g) (c) of the statutes, as affected by 1999 Wisconsin Act  
2 9, is amended to read:

3           234.90 (3g) (c) The farmer's name does not appear on the statewide support lien  
4 docket under s. 49.854 (2) (b). ~~The condition under this paragraph is met for a farmer~~  
5 ~~whose name does appear if or, if the farmer's name appears on that docket,~~ the farmer  
6 provides to the authority a payment agreement that has been approved by the county  
7 child support agency under s. 59.53 (5) and that is consistent with rules promulgated  
8 under s. 49.858 (2) (a).

9           **SECTION 3114.** 234.90 (4) (a) of the statutes is renumbered 234.90 (4) and  
10 amended to read:

11           234.90 (4) GUARANTEE. ~~Except as provided in par. (b), the~~ The authority shall  
12 guarantee repayment of 90% of the principal of any agricultural production loan  
13 eligible for guarantee under sub. (2) made to a farmer eligible for a guaranteed loan  
14 under sub. (3) or (3g).

15           **SECTION 3115.** 234.90 (4) (b) of the statutes is repealed.

16           **SECTION 3117.** 234.907 (1) (f) of the statutes is amended to read:

17           234.907 (1) (f) "Percentage of guarantee" means the percentage established by  
18 the authority under sub. (3) (a).

19           **SECTION 3118.** 234.907 (3) (a) of the statutes is renumbered 234.907 (3) and  
20 amended to read:

21           234.907 (3) GUARANTEE OF COLLECTION. ~~Subject to par. (b), the~~ The authority  
22 shall guarantee collection of a percentage, not exceeding 90%, of the principal of any  
23 loan eligible for a guarantee under sub. (2). The authority shall establish the  
24 percentage of the unpaid principal of an eligible loan that will be guaranteed, using  
25 the procedures described in the guarantee agreement under s. 234.93 (2) (a). The

1 authority may establish a single percentage for all guaranteed loans or establish  
2 different percentages for eligible loans on an individual basis.

3 **SECTION 3119.** 234.907 (3) (b) of the statutes is repealed.

4 **SECTION 3120.** 234.91 (5) (a) of the statutes is amended to read:

5 234.91 (5) (a) ~~Subject to par. (c), the~~ The authority shall guarantee collection  
6 of a percentage of the principal of a loan eligible for a guarantee under sub. (2). The  
7 principal amount of an eligible loan that the authority may guarantee may not  
8 exceed the borrower's net worth or 25% of the total loan amount, whichever is less,  
9 calculated at the time the loan is made.

10 **SECTION 3121.** 234.91 (5) (c) of the statutes is repealed.

11 **SECTION 3122.** 234.93 (3) (title) of the statutes is amended to read:

12 234.93 (3) (title) ~~INCREASES OR DECREASES IN LOAN~~ LOAN GUARANTEES; INCREASES  
13 OR DECREASES.

14 **SECTION 3123.** 234.93 (3) of the statutes is renumbered 234.93 (3) (b) and  
15 amended to read:

16 234.93 (3) (b) The authority may request the joint committee on finance to take  
17 action under s. 13.10 to permit the authority to increase or decrease the total  
18 principal amount or total outstanding guaranteed principal amount of loans that it  
19 may guarantee under ~~a program~~ the aggregate of the programs guaranteed by the  
20 Wisconsin development reserve fund. Included with its request, the authority shall  
21 provide a projection, for the next June 30, that compares the amounts required on  
22 that date to pay outstanding claims and to fund guarantees under ~~all~~ the aggregate  
23 of the programs guaranteed by funds from the Wisconsin development reserve fund,  
24 and the balance remaining in the Wisconsin development reserve fund on that date



1 after deducting such amounts, if the increase or decrease is approved, with such  
2 amounts and the balance remaining, if the increase or decrease is not approved.

3 **SECTION 3124.** 234.93 (3) (a) of the statutes is created to read:

4 234.93 (3) (a) Except as provided in par. (b), the total principal amount or total  
5 outstanding guaranteed principal amount of all loans that the authority may  
6 guarantee under the aggregate of the programs guaranteed by funds from the  
7 Wisconsin development reserve fund, excluding the program under s. 234.935, 1997  
8 stats., may not exceed \$49,500,000.

9 **SECTION 3125c.** 234.93 (4) (c) of the statutes is created to read:

10 234.93 (4) (c) 1. The statement under par. (b) shall include recommendations  
11 as to the total principal amount or total outstanding guaranteed principal amount  
12 of all loans that the authority may guarantee under each of the programs guaranteed  
13 by the Wisconsin development reserve fund, subject to sub. (3). If the cochairpersons  
14 of the joint committee on finance do not notify the executive director within 14  
15 working days after August 31 that the committee has scheduled a meeting for the  
16 purpose of reviewing the recommended maximum amounts, the recommended  
17 maximum amounts shall be the total principal amounts or total outstanding  
18 guaranteed principal amounts of all loans that the authority may guarantee under  
19 each of the programs guaranteed by the Wisconsin development reserve fund. If,  
20 within 14 working days after August 31, the cochairpersons of the committee notify  
21 the executive director that the committee has scheduled a meeting for the purpose  
22 of reviewing the recommended maximum amounts, the maximum amounts that the  
23 authority may guarantee under each of the programs guaranteed by the Wisconsin  
24 development reserve fund shall be the maximum amounts approved by the  
25 committee.

1           2. If the total principal amount or total outstanding guaranteed principal  
2 amount of all loans that the authority desires or intends to guarantee under a  
3 program guaranteed by the Wisconsin development reserve fund will exceed the  
4 maximum amount that was last approved for the program under subd. 1., the  
5 executive director of the authority shall provide to the secretary of administration  
6 and to the joint committee on finance notice of the proposed new maximum  
7 guarantee amounts for each of the programs guaranteed by the Wisconsin  
8 development reserve fund, subject to sub. (3). If the cochairpersons of the joint  
9 committee on finance do not notify the executive director within 14 working days  
10 after the date of the notice under this subdivision that the committee has scheduled  
11 a meeting for the purpose of reviewing the proposed new maximum amounts, the  
12 proposed new maximum amounts shall apply. If, within 14 working days after the  
13 date of the notice under this subdivision, the cochairpersons of the committee notify  
14 the executive director that the committee has scheduled a meeting for the purpose  
15 of reviewing the proposed new maximum amounts, the new maximum amounts that  
16 the authority may guarantee shall be the maximum amounts approved by the  
17 committee.

18           **SECTION 3126.** 234.93 (4m) of the statutes is amended to read:

19           234.93 (4m) **LIMITATION ON LOAN GUARANTEES.** The authority shall regularly  
20 monitor the cash balance in the Wisconsin development reserve fund. The authority  
21 shall ensure that the cash balance in the fund is sufficient for the purposes specified  
22 in sub. (4) (a) 1. and 2. and 3.

23           **SECTION 3127b.** 236.02 (2m) of the statutes is created to read:

1           236.02 (2m) “Correction instrument” means an instrument drafted by a  
2 licensed land surveyor that complies with the requirements of s. 236.295 and that,  
3 upon recording, corrects a subdivision plat or a certified survey map.

4           **SECTION 3127bm.** 236.15 (1) (a) of the statutes is amended to read:

5           236.15 (1) (a) The external boundaries of a subdivision shall be monumented  
6 in the field by monuments of concrete containing a ferrous rod one-fourth inch in  
7 diameter or greater imbedded its full length, not less than ~~30~~ 18 inches in length, not  
8 less than 4 inches square or 5 inches in diameter, and marked on the top with a cross,  
9 brass plug, iron rod, or other durable material securely embedded; or by iron rods or  
10 pipes at least ~~30~~ 18 inches long and 2 inches in diameter weighing not less than 3.65  
11 pounds per lineal foot. Solid round or square iron bars of equal or greater length or  
12 weight per foot may be used in lieu of pipes wherever pipes are specified in this  
13 section. These monuments shall be placed at all corners, at each end of all curves,  
14 at the point where a curve changes its radius, at all angle points in any line and at  
15 all angle points along the meander line, said points to be not less than 20 feet back  
16 from the ordinary high water mark of the lake or from the bank of the stream, except  
17 that when such corners or points fall within a street, or proposed future street, the  
18 monuments shall be placed in the side line of the street.

19           **SECTION 3127c.** 236.15 (1) (c) of the statutes is amended to read:

20           236.15 (1) (c) All lot, outlot, park and public access corners and the corners of  
21 land dedicated to the public shall be monumented in the field by iron pipes at least  
22 ~~24~~ 18 inches long and one inch in diameter, weighing not less than 1.13 pounds per  
23 lineal foot, or by round or square iron bars at least ~~24~~ 18 inches long and weighing  
24 not less than 1.13 pounds per lineal foot.

25           **SECTION 3127cm.** 236.15 (1) (d) of the statutes is amended to read:

1           236.15 (1) (d) The lines of lots, outlots, parks and public access and land  
2 dedicated to the public that extend to lakes or streams shall be monumented in the  
3 field by iron pipes at least ~~24~~ 18 inches long and one inch in diameter weighing not  
4 less than 1.13 pounds per lineal foot, or by round or square iron bars at least ~~24~~ 18  
5 inches long and weighing not less than 1.13 pounds per lineal foot. These  
6 monuments shall be placed at the point of intersection of the lake or stream lot line  
7 with a meander line established not less than 20 feet back from the ordinary high  
8 water mark of the lake or from the bank of the stream.

9           **SECTION 3127d.** 236.15 (1) (f) of the statutes is amended to read:

10           236.15 (1) (f) Any durable metal or concrete monuments may be used in lieu  
11 of the iron pipes listed in pars. (e) and (d) provided that they are uniform within the  
12 platted area and have a permanent magnet embedded near the top or bottom or both.

13           **SECTION 3127dm.** 236.18 (2) (d) of the statutes is created to read:

14           236.18 (2) (d) A county coordinate system as approved by the department of  
15 transportation or a coordinate system that is mathematically relatable to a  
16 Wisconsin coordinate system.

17           **SECTION 3127e.** 236.20 (1) (b) of the statutes is amended to read:

18           236.20 (1) (b) For processing under s. 236.12 (6) the original shall be on  
19 muslin-backed white paper 22 inches wide by 30 inches long prepared with  
20 nonfading black image. These sheets may be provided by the county through the  
21 register of deeds on such terms as the county board determines and on any material  
22 that is capable of clearly legible reproduction.

23           **SECTION 3127em.** 236.20 (1) (c) of the statutes is amended to read:

1           236.20 (1) (c) For processing under s. 236.12 (2), the original copy of the final  
2   plat ~~may be of any size~~ shall be 22 inches wide by 30 inches long and on any material  
3   that is capable of clearly legible reproduction.

4  
5           **SECTION 3127f.** 236.20 (2) (b) of the statutes is amended to read:

6           236.20 (2) (b) All monuments erected, corners, and other points established in  
7   the field in their proper places. The material of which the monuments, corners, or  
8   other points are made shall be noted at the representation thereof or by legend,  
9   except lot, outlot, and meander corners need not be shown. The legend for metal  
10   monuments shall indicate the kind of metal, the outside diameter, length, and weight  
11   per lineal foot of the monuments.

12           **SECTION 3127fm.** 236.20 (2) (e) of the statutes is amended to read:

13           236.20 (2) (e) All lots and outlots in each block consecutively numbered within  
14   blocks and the subdivision and throughout numbered additions to the subdivision.

15           **SECTION 3127g.** 236.21 (1) (b) of the statutes is amended to read:

16           236.21 (1) (b) A clear and concise description of the land surveyed, divided, and  
17   mapped by government lot, recorded private claim, quarter-quarter section, section,  
18   township, range, and county and by metes and bounds commencing with a  
19   monument at a section or quarter section corner of the quarter section ~~and that is not~~  
20   at the center of the section, or commencing with a monument at the end of a boundary  
21   line of a recorded private claim or federal reservation in which the subdivision is  
22   located. If the land is located in a recorded subdivision or recorded addition thereto,  
23   the land shall be described by the number or other description of the lot, block or  
24   subdivision thereof, that has previously been tied to a corner marked and established  
25   by the U.S. public land survey.

1           **SECTION 3127gm.** 236.25 (2) (b) of the statutes is amended to read:

2           236.25 (2) (b) The plat is offered for record within ~~30 days~~ 6 months after the  
3 date of the last approval of the plat and within 24 months after the first approval;

4           **SECTION 3127h.** 236.295 (1) (intro.) of the statutes is amended to read:

5           236.295 (1) (intro.) Correction instruments ~~may~~ shall be recorded in the office  
6 of the register of deeds in the county in which the plat or certified survey map is  
7 recorded and may include any of the following:

8           **SECTION 3127hf.** 236.295 (1) (a) of the statutes is amended to read:

9           236.295 (1) (a) Affidavits to correct distances, angles, directions, bearings,  
10 chords, block or lot numbers, street names, or other details shown on a recorded plat  
11 or certified survey map. A correction instrument may not be used to reconfigure lots  
12 or outlots.

13           **SECTION 3127hm.** 236.295 (2) of the statutes is amended to read:

14           236.295 (2) Each affidavit in sub. (1) (a) correcting a plat ~~shall~~ or certified  
15 survey map that changes areas dedicated to the public or restrictions for the public  
16 benefit must be approved prior to recording by the governing body of the municipality  
17 or town in which the subdivision is located. The register of deeds shall note on the  
18 plat or certified survey map a reference to the page and volume in which the affidavit  
19 or instrument is recorded. The record of the affidavit or instrument, or a certified  
20 copy of the record, is prima facie evidence of the facts stated in the affidavit or  
21 instrument.

22           **SECTION 3127im.** 236.34 (1) (intro.) of the statutes is amended to read:

23           236.34 (1) PREPARATION. (intro.) A certified survey map of not more than 4  
24 parcels of land consisting of lots or outlots may be recorded in the office of the register  
25 of deeds of the county in which the land is situated. A certified survey map may be

1 used to change the boundaries of lots and outlots within a recorded plat, recorded  
2 assessor's plat under s. 70.27 or recorded, certified survey map if the ~~redivision~~  
3 reconfiguration does not result in a subdivision or violate a local subdivision  
4 regulation. A certified survey map may not alter ~~the exterior boundary of a recorded~~  
5 ~~plat, a recorded assessor's plat,~~ areas previously dedicated to the public or a  
6 restriction placed on the platted land by covenant, by grant of an easement, or by any  
7 other manner. A certified survey map that crosses the exterior boundary of a  
8 recorded plat or assessor's plat shall apply to the reconfiguration of fewer than 5  
9 parcels by a single owner, or if no additional parcels are created. Such a certified  
10 survey map must be approved in the same manner as a final plat of a subdivision  
11 must be approved under s. 236.10, must be monumented in accordance with s. 236.15  
12 (1), and shall contain owners' and mortgagees' certificates that are in substantially  
13 the same form as required under s. 236.21 (2) (a). A certified survey must meet the  
14 following requirements:

15 **SECTION 3127j.** 236.34 (1) (b) of the statutes is amended to read:

16 236.34 (1) (b) All corners shall be monumented in accordance with s. 236.15 (1)  
17 (c) ~~and~~, (d), and (g).

18 **SECTION 3127jm.** 236.34 (1) (c) of the statutes is amended to read:

19 236.34 (1) (c) The map shall be prepared in accordance with s. 236.20 (2) (a),  
20 (b), (c), (e), (f), (g), (h), (i), (j), (k), and (L) and (3) (b) ~~on a~~, (d), and (e) at a graphic scale  
21 of not more than 500 feet to the an inch, which shall be shown on each sheet showing  
22 layout features. The map shall be prepared with a binding margin 1.5 inches wide  
23 and a 0.5 inch margin on all other sides on durable white paper 8 1/2 inches wide by  
24 14 inches long with nonfading black image or reproduced with photographic silver  
25 haloid image on double matt polyester film of not less than 4 mil thickness which is

1 8 1/2 inches wide by 14 inches long. When more than one sheet is used for any map,  
2 each sheet shall be numbered consecutively and shall contain a notation giving the  
3 total number of sheets in the map and showing the relationship of that sheet to the  
4 other sheets. "CERTIFIED SURVEY MAP" shall be printed on the map in prominent  
5 letters with the location of the land by government lot, recorded private claim,  
6 quarter-quarter section, section, township, range and county noted. Seals or  
7 signatures reproduced on images complying with this paragraph shall be given the  
8 force and effect of original signatures and seals.

9 **SECTION 3127k.** 236.34 (1) (d) 2. of the statutes is amended to read:

10 236.34 (1) (d) 2. A clear and concise description of the land surveyed, divided,  
11 and mapped by government lot, recorded private claim, quarter-quarter section,  
12 section, township, range and county; and by metes and bounds commencing with a  
13 monument at a section or quarter section corner of the quarter section ~~or~~ that is not  
14 the center of a section, or commencing with a monument at the end of a boundary line  
15 of a recorded private claim or federal reservation in which the ~~certified map~~ land is  
16 located; or if the land is located in a recorded subdivision or recorded addition to a  
17 recorded subdivision, then by the number or other description of the lot, block or  
18 subdivision, which has previously been tied to a corner marked and established by  
19 the U.S. public land survey.

20 **SECTION 3127km.** 236.34 (1) (f) of the statutes is created to read:

21 236.34 (1) (f) Within 90 days of submitting a certified survey map for approval,  
22 the approving authority, or its agent authorized to approve certified survey maps,  
23 shall take action to approve, approve conditionally, or reject the certified survey map  
24 and shall state in writing any conditions of approval or reasons for rejection, unless  
25 the time is extended by agreement with the subdivider. Failure of the approving



1 authority or its agent to act within the 90 days, or any extension of that period,  
2 constitutes an approval of the certified survey map and, upon demand, a certificate  
3 to that effect shall be made on the face of the map by the clerk of the authority that  
4 has failed to act.

5 SECTION 3127L. 236.34 (2) of the statutes is renumbered 236.34 (2) (a).

6 SECTION 3127Lm. 236.34 (2) (b) of the statutes is created to read:

7 236.34 (2) (b) If the certified survey map is approved by a local unit of  
8 government, the register of deeds may not accept the certified survey map for record  
9 unless all of the following apply:

10 1. The certified survey map is offered for record within 6 months after the date  
11 of the last approval of the map and within 24 months after the first approval of the  
12 map.

13 2. The certified survey map shows on its face all of the certificates and affidavits  
14 required under sub. (1).

15

*Erica Lurie*

16 SECTION 3127m. 236.45 (2) (a) (intro.) of the statutes is amended to read:

17 236.45 (2) (a) (intro.) To accomplish the purposes listed in sub. (1), any  
18 municipality, town or county which has established a planning agency may adopt  
19 ordinances governing the subdivision or other division of land which are more  
20 restrictive than the provisions of this chapter. Such ordinances may include  
21 provisions regulating divisions of land into parcels larger than 1 1/2 acres or  
22 divisions of land into less than 5 parcels, and may prohibit the division of land in  
23 areas where such prohibition will carry out the purposes of this section. Such  
24 ordinances may shall make applicable to such divisions any all of the provisions of  
25 this chapter, or may provide other surveying, monumenting, mapping and approving

1 requirements for such division. The governing body of the municipality, town, or  
2 county ~~may shall~~ require that a ~~map, plat or sketch~~ of such division be recorded with  
3 the register of deeds and kept in a book provided for that purpose. “COUNTY PLAT,”  
4 “MUNICIPAL PLAT,” or “TOWN PLAT” shall be printed on the map in prominent  
5 letters with the location of the land by government lot, recorded private claim,  
6 quarter-quarter section, section, township, range, and county noted. When so  
7 recorded, the lots included in the ~~map, plat or sketch~~ shall be described by  
8 reference to ~~it by lot number and by volume and page of the book provided for that~~  
9 use “COUNTY PLAT,” “MUNICIPAL PLAT,” or “TOWN PLAT,” the name of the plat  
10 and the lot and block in the plat, for all purposes, including those of assessment,  
11 taxation, devise, descent, and conveyance as defined in s. 706.01 (4). Such ordinance,  
12 insofar as it may apply to divisions of less than 5 parcels, shall not apply to:

13 **SECTION 3128.** Chapter 237 of the statutes is created to read:

14 **CHAPTER 237**

15 **FOX RIVER NAVIGATIONAL**

16 **SYSTEM AUTHORITY**

17 **237.01 Definitions.** In this chapter:

18 (1) “Authority” means the Fox River Navigational System Authority.

19 (2) “Board of directors” means the board of directors of the authority.

20 (3) “Fiscal year” means the period beginning on July 1 and ending on the  
21 following June 30.

22 (4) “Lock” includes any spillway associated with the lock.

23 **237.02 Creation and organization of authority.** (1) There is created a  
24 public body corporate and politic to be known as the “Fox River Navigational System

1 Authority.” The board of directors of the authority shall consist of the following  
2 members:

3 (a) Six members nominated by the governor, and with the advice and consent  
4 of the senate appointed, for 3–year terms.

5 (b) The secretary of natural resources, or his or her designee.

6 (c) The secretary of transportation, or his or her designee.

7 (d) The director of the state historical society, or his or her designee.

8 **(1m)** (a) Two of the 6 members appointed under sub. (1) (a) shall be residents  
9 of Brown County, 2 shall be residents of Outagamie County, and 2 shall be residents  
10 of Winnebago County.

11 (b) At least one of the 2 members appointed from each of the counties specified  
12 in par. (a) shall be a resident of a city, village, or town in which is located a lock that  
13 is part of the navigational system.

14 **(2)** A vacancy on the board of directors shall be filled in the same manner as  
15 the original appointment to the board of directors for the remainder of the unexpired  
16 term, if any.

17 **(3)** A member of the board of directors may not be compensated for his or her  
18 services but shall be reimbursed for actual and necessary expenses, including travel  
19 expenses, incurred in the performance of his or her duties.

20 **(4)** No cause of action of any nature may arise against and no civil liability may  
21 be imposed upon a member of the board of directors for any act or omission in the  
22 performance of his or her powers and duties under this chapter, unless the person  
23 asserting liability proves that the act or omission constitutes willful misconduct.

24 **(5)** The members of the board of directors shall annually elect a chairperson  
25 and may elect other officers as they consider appropriate. Five voting members of