

1 new or used. A statement that incorrectly indicates that new rental property is used
2 is not a violation of this subchapter.

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

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

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

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

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

24 (7) TOTAL PAYMENTS TO ACQUIRE OWNERSHIP. The total of all charges to be paid
25 by the lessee to acquire ownership of the rental property, which shall consist of the

1 sum of the total dollar amount of all periodic rental payments disclosed under sub.
2 (5) and the total dollar amount of all other charges and fees disclosed under sub. (6),
3 along with a statement that this is the amount a lessee will pay to acquire ownership
4 of the rental property if the tax rates do not change and if the lessee does not add or
5 decline the liability damage waiver or optional services after signing the
6 rent-to-own agreement.

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

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

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

24 (11) SERVICE AND WARRANTY. A statement that during the term of the
25 rent-to-own agreement, the rental-purchase company is required to service the

1 rental property to maintain it in good working condition, as long as no other person
2 has serviced the rental property. In lieu of servicing the rental property, the
3 rental-purchase company may, at its option, replace the rental property. The
4 rental-purchase company's obligation to provide service is limited to defects in the
5 property not caused by improper use or neglect by the lessee or harmful conditions
6 outside the control of the rental-purchase company or manufacturer.

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

10 (13) RIGHT TO REINSTATE. A brief explanation of the lessee's right to reinstate
11 a rent-to-own agreement under s. 218.654.

12 (14) RENTAL, NOT PURCHASE. A statement that the lessee will not own the rental
13 property until the lessee has made all payments necessary to acquire ownership or
14 has exercised the lessee's early-purchase option. The rental-purchase company
15 shall also include a notice reading substantially as follows: "You are renting this
16 property. You will not own the property until you make all payments necessary to
17 acquire ownership or until you exercise your early-purchase option. If you do not
18 make your payments as scheduled or exercise your early-purchase option, the lessor
19 may repossess the property."

20 (15) INFORMATION ABOUT RENTAL-PURCHASE COMPANY AND LESSEE. The names of
21 the rental-purchase company and the lessee, the rental-purchase company's
22 business address and telephone number, the lessee's address, and the date on which
23 the rent-to-own agreement is executed.

1 **218.636 Prohibited provisions of rent-to-own agreement.** A
2 rental-purchase company may not include any of the following provisions in a
3 rent-to-own agreement:

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

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

8 (3) **REPOSSESSION.** A provision authorizing the rental-purchase company or an
9 agent of the rental-purchase company to enter the lessee's premises or to commit a
10 breach of the peace in the repossession of rental property provided by the
11 rental-purchase company under the rent-to-own agreement.

12 (4) **WAIVER.** A waiver of a defense or counterclaim, a waiver of any right to
13 assert any claim that the lessee may have against the rental-purchase company or
14 against an agent of the rental-purchase company, or a waiver of any provision of this
15 subchapter.

16 (5) **OVERPAYMENT.** A provision requiring periodic rental payments totaling more
17 than the total dollar amount of all periodic rental payments necessary to acquire
18 ownership, as disclosed in the rental-purchase agreement.

19 (6) **INSURANCE.** A provision requiring the lessee to purchase insurance from the
20 rental-purchase company to insure the rental property.

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

22 **218.638 Liability waiver.** A rental-purchase company may offer a liability
23 waiver to the lessee. The terms of the waiver shall be provided to the lessee in
24 writing, and the face of the writing shall clearly disclose that the lessee is not
25 required to purchase the waiver. The fee for the waiver may not exceed 10% of the

1 periodic rental payment due under the rent-to-own agreement. The lessee shall be
2 entitled to cancel the waiver at the end of any rental term.

3 **218.64 Early-purchase option.** An early-purchase option under a
4 rent-to-own agreement shall permit the lessee to purchase the rental property at
5 any time after the initial periodic rental payment for an amount determined
6 according to the early-purchase option formula under s. 218.634 (9). As a condition
7 of exercising the early-purchase option, the rental-purchase company may require
8 the lessee to be current on the payments under the lessee's rent-to-own agreement
9 or to pay any past-due rental charges and other outstanding fees that are owed.

10 **218.642 Receipts and statements.** (1) RECEIPTS. A rental-purchase
11 company shall provide a written receipt to a lessee for any payment made by the
12 lessee in cash, or upon the request of the lessee, for any other type of payment.

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

22 (3) STATEMENT DUE TO 3RD PARTY. Subject to sub. (4), upon the written request
23 of a lessee, made during the term of or no later than one year after the termination
24 of a rent-to-own agreement, a rental-purchase company shall provide a written

1 statement to any person designated by the lessee, showing the lessee's payment
2 history under the rent-to-own agreement.

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

8 **218.644 Price cards displayed.** (1) PRICE CARDS; GENERALLY. Except as
9 provided under sub. (2), a rental-purchase company shall display a card or tag that
10 clearly and conspicuously states all of the following information on or next to any
11 property displayed or offered by the rental-purchase company for rent under a
12 rent-to-own agreement:

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

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

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

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

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

24 **218.646 Advertising.** (1) DISCLOSURE REQUIRED. Except as provided under
25 sub. (2), if an advertisement for a rent-to-own agreement refers to or states the

1 amount of a payment for a specific item of property, the rental–purchase company
2 shall ensure that the advertisement clearly and conspicuously states all of the
3 following:

4 (a) That the transaction advertised is a rent–to–own agreement.

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

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

10 (2) EXCEPTION. Subsection (1) does not apply to an in–store display or to an
11 advertisement that is published in the yellow pages of a telephone directory or in a
12 similar directory of businesses.

13 **218.648 Referral transactions. (1) PROHIBITED REFERRAL TRANSACTIONS.** No
14 rental–purchase company may induce any individual to enter into a rent–to–own
15 agreement by giving or offering to give a rebate or discount to the individual in
16 consideration of the individual giving to the rental–purchase company the names of
17 prospective lessees if the earning of the rebate or discount is contingent on the
18 occurrence of any event that takes place after the time that the individual enters into
19 the rent–to–own agreement.

20 (2) AUTHORIZED REFERRAL TRANSACTIONS. After entering into a rent–to–own
21 agreement, a rental–purchase company may give or offer to give a rebate or discount
22 to the lessee under the rent–to–own agreement in consideration of the lessee giving
23 to the rental–purchase company the names of prospective lessees. A rebate or
24 discount under this subsection may be contingent on the occurrence of any event that
25 takes place after the time that the names are given to the rental–purchase company.

1 **218.65 Termination of rent-to-own agreement.** The termination date of
2 a rent-to-own agreement is the earlier of the following:

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

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

7 **218.652 Late payment, grace period, and late fees.** (1) LATE FEE;
8 GENERALLY. If a lessee fails to make a periodic rental payment when due under a
9 rent-to-own agreement or if, at the end of any rental term, the lessee fails to return
10 the rental property or to renew the rent-to-own agreement for an additional term,
11 the rental-purchase company may require the lessee to pay a late fee. Except as
12 provided under sub. (4), this subsection does not apply if the lessee's failure to return
13 the rental property or failure to renew the rent-to-own agreement at the end of the
14 rental term is due to the lessee's exercise of an early-purchase option under the
15 rent-to-own agreement or is due to the lessee making all periodic rental payments
16 necessary to acquire ownership of the rental property.

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

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

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

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

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

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

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

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

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

13 **218.654 Reinstatement of terminated rent-to-own agreement. (1)**
14 REINSTATEMENT, GENERALLY. A lessee may reinstate a terminated rent-to-own
15 agreement without losing any rights or options previously acquired if all of the
16 following conditions apply:

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

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

24 (2) AUTHORIZED CONDITIONS ON REINSTATEMENT. As a condition of reinstatement
25 under this section, the rental-purchase company may require the payment of all

1 past-due rental charges, any applicable late fees, a reinstatement fee not to exceed
2 \$5, and the periodic rental payment for the next term.

3 (3) EFFECT OF REPOSSESSION ON REINSTATEMENT. Nothing in this section prohibits
4 a rental-purchase company from attempting to repossess rental property upon
5 termination of a rent-to-own agreement, but repossession efforts do not affect the
6 lessee's right to reinstate the rent-to-own agreement as long as the rental property
7 is voluntarily returned or surrendered within 5 days after the termination of the
8 rent-to-own agreement.

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

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

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

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

6 (b) *Evidence of continued reduction in income.* At reasonable intervals after
7 reducing the amount of a periodic rental payment under par. (a), a rental-purchase
8 company may require the lessee to provide evidence of the lessee's monthly income
9 and evidence that the cause of the reduction in the lessee's monthly income has not
10 abated.

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

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

22 (4) LIMITATION ON INCREASES. If a rental-purchase company, under sub. (2) or
23 (3), increases the amount or number of periodic rental payments due under a
24 rent-to-own agreement, the increase affects only the rights or duties of the lessee
25 to the extent authorized in sub. (2) or (3). No rental-purchase company, acting under

1 sub. (2) or (3), may increase the total dollar amount of periodic rental payments
2 necessary to acquire ownership of the rental property, or the amount of a periodic
3 rental payment, to greater than the amount disclosed in the rent-to-own agreement.

4 **218.658 Default and right to cure. (1) DEFAULT; GENERALLY.** A lessee is in
5 default under a rent-to-own agreement if any of the following occurs:

6 (a) The lessee fails to return the rental property within 7 days after the date
7 on which the last term for which a periodic rental payment was made expires, unless
8 the lessee has exercised an early-purchase option or has made all periodic rental
9 payments necessary to acquire ownership of the rental property.

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

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

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

23 **(4) NOTICE OF DEFAULT; EXCEPTION.** A rental-purchase company is not required
24 to provide a notice of default and right to cure as a condition precedent to bringing
25 an action against a lessee if each of the following occurred twice during the 12 months

1 before the date of the current default with respect to the same rent-to-own
2 agreement:

3 (a) The lessee was in default.

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

6 (c) The lessee cured the default.

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

11 **218.66 Rental-purchase company collection practices.** In attempting to
12 recover possession of rental property or to collect past-due periodic rental payments
13 or other charges owed under a rent-to-own agreement, a rental-purchase company
14 may not do any of the following:

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

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

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

23 **(4) COMMUNICATION WITH LESSEE'S EMPLOYER.** Initiate or threaten to initiate
24 communication with the lessee's employer prior to obtaining final judgment against
25 the lessee, except for the purpose of enforcing an assignment of earnings authorized

1 under s. 218.68. This subsection does not prohibit a rental–purchase company from
2 communicating with a lessee’s employer solely to verify employment status or
3 earnings or to determine if the employer has an established debt counseling service
4 or procedure.

5 (5) DISCLOSURE OF INFORMATION RELATING TO LESSEE’S REPUTATION. Disclose or
6 threaten to disclose to a person other than the lessee or the lessee’s spouse
7 information affecting the lessee’s reputation, whether or not for creditworthiness,
8 with knowledge or reason to know that the other person does not have a legitimate
9 business need for the information, except that this subsection does not prohibit any
10 of the following:

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

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

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

18 (7) HARASSMENT. Communicate with the lessee or a person related to the lessee
19 with such frequency, at such unusual hours, or in such a manner as can reasonably
20 be expected to threaten or harass the lessee or a person related to the lessee, or
21 engage in any other conduct that can reasonably be expected to threaten or harass
22 the lessee or a person related to the lessee.

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

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

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

6 **(11) USE OF THREAT TO SUE.** Threaten to file a civil action against the lessee
7 unless the civil action is of a type that the rental-purchase company files in the
8 regular course of business or unless the rental-purchase company intends to file the
9 civil action against the lessee.

10 **218.68 Assignment of earnings.** No rental-purchase company may take or
11 arrange for an assignment of earnings of an individual for payment or as security for
12 payment of an obligation arising out of a rent-to-own agreement unless the
13 assignment is revocable at will by the individual.

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

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

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

9 **218.684 Civil actions and defenses. (1) LIABILITY; GENERALLY.** Except as
10 provided under subs. **(2)** to **(6)**, a rental–purchase company that violates any
11 provision of this subchapter is liable to a lessee damaged as a result of that violation
12 for the costs of the action and, notwithstanding s. 814.04 **(1)**, for reasonable attorney
13 fees as determined by the court, plus an amount equal to the greater of the following:

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

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

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

24 **(3) CLASS ACTION.** In the case of a class action, a rental–purchase company that
25 violates this subchapter is liable to the members of the class in an amount

1 determined by the court, except that the total recovery for all lessees whose recovery
2 is computed under sub. (1) (b) may not exceed \$100,000 plus the costs of the action
3 and, notwithstanding s. 814.04 (1), reasonable attorney fees as determined by the
4 court. In determining the amount to award under this subsection, the court shall
5 consider, among other relevant factors, the amount of actual damages sustained by
6 the members of the class, the frequency and persistence of the violations by the
7 rental-purchase company, the resources of the rental-purchase company, the
8 number of persons damaged by the violation, the presence or absence of good faith
9 on the part of the rental-purchase company, and the extent to which the violation
10 was intentional.

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

16 (5) DEFENSE; UNINTENTIONAL ERROR. A rental-purchase company is not liable
17 for a violation of this subchapter if the rental-purchase company shows by a
18 preponderance of the evidence that the violation was not intentional, that the
19 violation resulted from a bona fide error notwithstanding the maintenance of
20 procedures reasonably adopted to avoid the error, and that the rental-purchase
21 company has acted to correct the error. A bona fide error under this subsection
22 includes a clerical error, an error in making calculations, an error due to computer
23 malfunction or to computer programming, or a printing error.

24 (6) LIABILITY FOR MULTIPLE VIOLATIONS. Multiple violations of this subchapter
25 in connection with the same rent-to-own agreement shall entitle the lessee to only

1 a single recovery under sub. (1), except that a violation of s. 218.66 that occurs after
2 recovery has been granted with respect to that rent-to-own agreement may entitle
3 the lessee to an additional recovery under sub. (1).

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

8 **218.686 Limitation on actions.** An action brought by a lessee under this
9 subchapter shall be commenced within one year after the date on which the alleged
10 violation occurred, 2 years after the date on which the rent-to-own agreement was
11 entered into, or one year after the date on which the last payment was made under
12 the rent-to-own agreement, whichever is later.

13 **218.688 Venue. (1) GENERALLY.** The venue for a claim arising out of a
14 rent-to-own agreement is any of the following counties:

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

16 (b) Where the rental property is located.

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

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

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

4 ***b1528/1.1* SECTION 3021v.** 220.02 (2) (b) of the statutes is amended to read:

5 220.02 (2) (b) The lending of money under s. 138.09 or those relating to finance
6 companies, motor vehicle dealers, adjustment service companies, community
7 currency exchanges, rental-purchase companies, and collection agencies under ch.
8 218.

9 ***b1528/1.1* SECTION 3021w.** 220.02 (3) of the statutes is amended to read:

10 220.02 (3) It is the intent of sub. (2) to give the division jurisdiction to enforce
11 and carry out all laws relating to banks or banking in this state, including those
12 relating to state banks, trust company banks, and also all laws relating to small loan
13 companies or other loan companies or agencies, finance companies, motor vehicle
14 dealers, adjustment service companies, community currency exchanges,
15 rental-purchase companies, and collection agencies, and those relating to sellers of
16 checks under ch. 217, whether doing business as corporations, individuals, or
17 otherwise, but to exclude laws relating to credit unions.

18 ***b1461/3.18* SECTION 3023.** 221.0320 (2) (a) (intro.) of the statutes is amended
19 to read:

20 221.0320 (2) (a) (intro.) A liability secured by warehouse receipts issued by
21 warehouse keepers licensed and bonded in this state under ss. 99.02 and 99.03 or
22 under the federal bonded warehouse act or holding a ~~registration certificate~~ license
23 under ~~ch. 127~~ s. 126.26, if all of the following requirements are met:

24 ***-1857/5.115* SECTION 3024.** 221.0320 (3) (a) of the statutes is amended to
25 read:

1 221.0320 (3) (a) In this subsection, “local governmental unit” has the meaning
2 given in s. ~~16.97~~ 22.01 (7).

3 ***b1524/1.16*** SECTION 3024m. 221.0616 (2) of the statutes is amended to read:
4 221.0616 (2) EXPERTS. Legal counsel, certified public accountants licensed or
5 certified under ch. 442, or other persons as to matters that the director or officer
6 believes in good faith are within the person’s professional or expert competence.

7 *~~0726/5.10~~* SECTION 3029. 224.71 (3) (b) 7. of the statutes is created to read:
8 224.71 (3) (b) 7. The department of veterans affairs when administering the
9 veteran’s housing loan program under subch. II of ch. 45.

10 ***b1603/2.1*** SECTION 3034d. 227.20 (1) of the statutes is amended to read:
11 227.20 (1) ~~An~~ Within 30 days after legislative review of a rule is completed
12 under s. 227.19, the agency shall file a certified copy of each the proposed rule it
13 promulgates in the office of the secretary of state and in the office of the revisor. No
14 rule is valid until the certified copies have been filed. A certified copy shall be typed
15 or duplicated on 8 1/2 by 11 inch paper, leaving sufficient room for the secretary of
16 state’s stamp at the top of the first page. Forms that are filed need not comply with
17 the specifications of this subsection.

18 ***b1603/2.1*** SECTION 3034j. 227.24 (1) (c) of the statutes is amended to read:
19 227.24 (1) (c) A rule promulgated under par. (a) takes effect upon publication
20 in the official state newspaper or on any later date specified in the rule and, except
21 as provided under sub. (2), remains in effect only for ~~150~~ 90 days.

22 ***b1603/2.1*** SECTION 3034k. 227.24 (2) (a) of the statutes is amended to read:
23 227.24 (2) (a) At the request of an agency, the joint committee for review of
24 administrative rules may, at any time prior to the expiration date of a rule
25 promulgated under sub. (1) (a), extend the effective period of the emergency rule or

1 part of the emergency rule for a period specified by the committee not to exceed 60
2 90 days. Any number of extensions may be granted under this paragraph, but the
3 total period for all extensions may not exceed ~~120~~ 180 days.

4 *b2221/3.130* SECTION 3035c. 227.43 (1) (bd) of the statutes is created to read:

5 227.43 (1) (bd) Assign a hearing examiner to preside over any hearing of a
6 contested case which is required to be conducted by the department of forestry and
7 which is not conducted by the secretary of forestry.

8 *b2221/3.130* SECTION 3035g. 227.43 (2) (am) of the statutes is created to
9 read:

10 227.43 (2) (am) The department of forestry shall notify the division of hearings
11 and appeals of every pending hearing to which the administrator of the division is
12 required to assign a hearing examiner under sub. (1) (bd) after the department of
13 forestry is notified that a hearing on the matter is required.

14 *b2221/3.130* SECTION 3035n. 227.43 (3) (am) of the statutes is created to
15 read:

16 227.43 (3) (am) The administrator of the division of hearings and appeals may
17 set the fees to be charged for any services rendered to the department of forestry by
18 a hearing examiner under this section. The fees shall cover the total cost of the
19 services less any costs covered by the appropriation under s. 20.505 (4) (f).

20 *b2221/3.130* SECTION 3035r. 227.43 (4) (am) of the statutes is created to
21 read:

22 227.43 (4) (am) The department of forestry shall pay all costs of the services
23 of a hearing examiner assigned to the department under sub. (1) (bd), according to
24 the fees set under sub. (3) (am).

25 *b2221/3.130* SECTION 3035w. 227.46 (8) of the statutes is amended to read:

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

10 ***b0957/1.13* SECTION 3035x.** 229.46 (1) (a) of the statutes is amended to read:

11 229.46 (1) (a) “Minority business” ~~has the meaning given in s. 200.49 (1) (a)~~
12 means a business that is certified by the department of commerce under s. 560.036
13 (2).

14 ***b0822/1.1* SECTION 3036e.** 229.64 (2) of the statutes is amended to read:

15 229.64 (2) The legislature determines that a district including a county with
16 a population of more than 500,000 600,000 serves a public purpose in that county and
17 all counties that are contiguous to that county by providing recreation, by
18 encouraging economic development and tourism, by reducing unemployment and by
19 bringing needed capital into the multicounty area for the benefit of people in the
20 multicounty area.

21 ***b0822/1.1* SECTION 3036g.** 229.67 of the statutes is amended to read:

22 **229.67 Jurisdiction.** A district’s jurisdiction is any county with a population
23 of more than ~~500,000~~ 600,000 and all counties that are contiguous to that county and
24 that are not already included in a different district. Once created, a district’s
25 jurisdiction is fixed even if the population of other counties within the district

1 subsequently ~~exceed 500,000~~ exceeds 600,000. Once a county is included in a
2 district's jurisdiction the county remains in the district until the district is dissolved
3 under s. 229.71. In this section, "contiguous" includes a county that touches another
4 county only at a corner.

5 ***b0684/2.3* SECTION 3037m.** 229.685 (1) of the statutes is renumbered
6 229.685 (1) (intro.) and amended to read:

7 229.685 (1) (intro.) The district board shall maintain a special fund into which
8 it deposits only the following revenue received from the department of revenue:

9 (a) The revenue that is derived from the taxes imposed under subch. V of ch.
10 77, ~~and may use this.~~ The revenue described in this paragraph may be used only for
11 purposes related to baseball park facilities.

12 ***b0684/2.3* SECTION 3037n.** 229.685 (1) (b) of the statutes is created to read:
13 229.685 (1) (b) The revenue that is derived from baseball donations, as defined
14 in s. 71.10 (5f) (a) 1. The revenue described in this paragraph may be used only for
15 the purpose of retiring bonds issued for the initial construction of baseball park
16 facilities.

17 ***b0957/1.14* SECTION 3037p.** 229.70 (1) (a) of the statutes is amended to read:
18 229.70 (1) (a) "Minority business" ~~has the meaning given in s. 560.036 (1) (e)~~
19 means a business that is certified by the department of commerce under s. 560.036
20 (2).

21 ***b0957/1.14* SECTION 3037q.** 229.8273 (1) (b) of the statutes is amended to
22 read:

23 229.8273 (1) (b) "Minority business" ~~has the meaning given in s. 560.036 (1) (e)~~
24 means a business that is certified by the department of commerce under s. 560.036
25 (2).

1 ***b0957/1.14* SECTION 3037r.** 229.845 (1) (a) of the statutes is amended to read:

2 229.845 (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 ***-1335/7.61* SECTION 3038.** 230.03 (3) of the statutes is amended to read:

6 230.03 (3) “Agency” means any board, commission, committee, council, or
7 department in state government or a unit thereof created by the constitution or
8 statutes if such board, commission, committee, council, department, unit, or the
9 head thereof, is authorized to appoint subordinate staff by the constitution or
10 statute, except a legislative or judicial board, commission, committee, council,
11 department, or unit thereof or an authority created under ~~ch.~~ chs. 231, 232, 233, 234
12 or, 235, or 237. “Agency” does not mean any local unit of government or body within
13 one or more local units of government that is created by law or by action of one or more
14 local units of government.

15 ***b2095/6.11* SECTION 3047p.** 230.08 (2) (dm) of the statutes is created to read:

16 230.08 (2) (dm) Instructional staff employed by the board of regents of the
17 University of Wisconsin System who provide services for a charter school established
18 by contract under s. 118.40 (2r) (cm).

19 ***-1857/5.116* SECTION 3048.** 230.08 (2) (e) 1. of the statutes is amended to
20 read:

21 230.08 (2) (e) 1. Administration — ~~12~~ 10.

22 ***-1857/5.117* SECTION 3050.** 230.08 (2) (e) 3r. of the statutes is created to read:

23 230.08 (2) (e) 3r. Electronic government — 3.

24 ***b2221/3.131* SECTION 3050g.** 230.08 (2) (e) 4p. of the statutes is created to
25 read:

1 230.08 (2) (e) 4p. Forestry — 1.

2 ***b2221/3.131* SECTION 3050r.** 230.08 (2) (e) 8. of the statutes is amended to
3 read:

4 230.08 (2) (e) 8. Natural resources — 7 6.

5 ***b2123/1.4* SECTION 3051.** 230.08 (2) (e) 13. of the statutes is amended to read:

6 230.08 (2) (e) 13. Veterans affairs — 2 3.

7 ***-0751/2.1* SECTION 3057.** 230.08 (2) (xm) of the statutes is created to read:

8 230.08 (2) (xm) The commandants of the Wisconsin Veterans Home at King and
9 the Southern Wisconsin Veterans Retirement Center in the department of veterans
10 affairs.

11 ***b2095/6.12* SECTION 3060p.** 230.10 (2) of the statutes is amended to read:

12 230.10 (2) The compensation plan in effect at the time that a representative
13 is recognized or certified to represent employees in a collective bargaining unit and
14 the employee salary and benefit provisions under s. 230.12 (3) (e) in effect at the time
15 that a representative is certified to represent employees in a collective bargaining
16 unit under subch. V of ch. 111 constitute the compensation plan or employee salary
17 and benefit provisions for employees in the collective bargaining unit until a
18 collective bargaining agreement becomes effective for that unit. If a collective
19 bargaining agreement under subch. V of ch. 111 expires prior to the effective date of
20 a subsequent agreement, and a representative continues to be recognized or certified
21 to represent employees specified in s. 111.81 (7) (a) or certified to represent
22 employees specified in s. 111.81 (7) (b) ~~or (c)~~ to (f) in that collective bargaining unit,
23 the wage rates of the employees in such a unit shall be frozen until a subsequent
24 agreement becomes effective, and the compensation plan under s. 230.12 and salary

1 and benefit changes adopted under s. 230.12 (3) (e) do not apply to employees in the
2 unit.

3 ***b0571/1.5* SECTION 3061m.** 230.12 (3) (e) of the statutes is amended to read:

4 230.12 (3) (e) *University of Wisconsin system senior executives, faculty and*
5 *academic staff employees.* The secretary, after receiving recommendations from the
6 board of regents, shall submit to the joint committee on employment relations a
7 proposal for adjusting compensation and employee benefits for employees under ss.
8 20.923 (4g), (5) and (6) (m) and 230.08 (2) (d) who are not included in a collective
9 bargaining unit under subch. V of ch. 111 for which a representative is certified. The
10 proposal shall include the salary ranges and adjustments to the salary ranges for the
11 university senior executive salary groups 1 and 2 established under s. 20.923 (4g).
12 The proposal shall be based upon the competitive ability of the board of regents to
13 recruit and retain qualified faculty and academic staff, data collected as to rates of
14 pay for comparable work in other public services, universities and commercial and
15 industrial establishments, recommendations of the board of regents and any special
16 studies carried on as to the need for any changes in compensation and employee
17 benefits to cover each year of the biennium. The proposal shall also take proper
18 account of prevailing pay rates, costs and standards of living and the state's
19 employment policies. The proposal for such pay adjustments may contain
20 recommendations for across-the-board pay adjustments, merit or other
21 adjustments and employee benefit improvements. Paragraph (b) and sub. (1) (bf)
22 shall apply to the process for approval of all pay adjustments for such employees
23 under ss. 20.923 (4g), (5) and (6) (m) and 230.08 (2) (d). The proposal as approved
24 by the joint committee on employment relations and the governor shall be based
25 upon a percentage of the budgeted salary base for such employees under ss. 20.923

1 (4g), (5) and (6) (m) and 230.08 (2) (d). The amount included in the proposal for merit
2 and adjustments other than across-the-board pay adjustments is available for
3 discretionary use by the board of regents.

4 *b1364/1.4* SECTION 3061r. 230.143 of the statutes is created to read:

5 **230.143 Appointment; selective service registration.** A person who is
6 required to register with the selective service system under 50 USC, Appendix,
7 sections 451 to 473, but has not registered, may not receive any of the following
8 during the period that the person is required to register:

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

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

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

13 *b1364/1.4* SECTION 3061t. 230.15 (1) of the statutes is amended to read:

14 230.15 (1) Appointments Subject to the restriction under s. 230.143,
15 appointments to, and promotions in, the classified service shall be made only
16 according to merit and fitness, which shall be ascertained so far as practicable by
17 competitive examination. The administrator may waive competitive examination
18 for appointments made under subs. (1m) and (2) and shall waive competitive
19 examination for appointments made under sub. (2m).

20 *b1586/1.1* SECTION 3072h. 230.26 (4) of the statutes is amended to read:

21 230.26 (4) Fringe benefits specifically authorized by statutes, with the
22 exception of deferred compensation plan participation under subch. VII of ch. 40,
23 worker's compensation, unemployment insurance, group insurance, retirement, and
24 social security coverage, shall be denied employees hired under this section. Such
25 employees may not be considered permanent employees and do not qualify for

1 tenure, vacation, paid holidays, sick leave, performance awards, or the right to
2 compete in promotional examinations.

3 ***b2095/6.13* SECTION 3078d.** 230.35 (1) (a) (intro.) of the statutes is amended
4 to read:

5 230.35 (1) (a) (intro.) Except as provided in subs. (1m) ~~and~~, (1r), and (1s),
6 appointing authorities shall grant to each person in their employ, except
7 limited-term employees, based on accumulated continuous state service, annual
8 leave of absence without loss of pay at the rate of:

9 ***-0695/2.2* SECTION 3079.** 230.35 (1m) (a) 5. of the statutes is created to read:

10 230.35 (1m) (a) 5. A position held by an employee of the state fair park board
11 who was employed on October 29, 1999, in a career executive position under the
12 program established under s. 230.24.

13 ***b2095/6.14* SECTION 3079c.** 230.35 (1s) of the statutes is created to read:

14 230.35 (1s) Annual leave of absence with pay for instructional staff employed
15 by the board of regents of the University of Wisconsin System who provide services
16 for a charter school established by contract under s. 118.40 (2r) (cm) shall be
17 determined by the governing board of the charter school established by contract
18 under s. 118.40 (2r) (cm), as approved by the chancellor of the University of
19 Wisconsin–Parkside and subject to the terms of any collective bargaining agreement
20 under subch. V of ch. 111 covering the instructional staff.

21 ***b0871/1.1* SECTION 3079e.** 230.35 (2r) (b) of the statutes is amended to read:

22 230.35 (2r) (b) The secretary may establish, by rule, a catastrophic leave
23 program that permits ~~classified~~ employees to donate certain types and amounts of
24 leave credits to other ~~classified~~ employees who have been granted ~~an unpaid leave~~
25 ~~of absence on account of~~ absent from pay status because of a catastrophic need for

1 which absence there is no paid leave benefits or replacement income available. The
2 secretary shall determine the types and amounts of leave credits that may be
3 donated.

4 ***b0871/1.1* SECTION 3079r.** 230.35 (2r) (c) of the statutes is amended to read:

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

9 ***-2411/3.33* SECTION 3080.** 230.35 (3) (a) of the statutes is amended to read:

10 230.35 (3) (a) Officials and employees of the state who have permanent status
11 and who are members of the national guard, the state defense force, or any other
12 reserve component of the military forces of the United States or this state now or
13 hereafter organized or constituted under federal or state law, are entitled to leaves
14 of absence without loss of time in the service of the state, to enable them to attend
15 military schools and annual field training or annual active duty for training, and any
16 other state or federal tours of active duty, except extended active duty or service as
17 a member of the active armed forces of the United States which have been duly
18 ordered but not exceeding 30 days, excluding Saturdays, Sundays and holidays
19 enumerated in sub. (4) in the calendar year in which so ordered and held. During
20 this leave of absence, each state official or employee shall receive base state pay less
21 the base military pay received for and identified with such attendance but such
22 reduction shall not be more than the base state pay. Such Other than for a leave of
23 absence for the adjutant general and any deputy adjutants general, such leave shall
24 not be granted for absences of less than 3 days. A state official or employee serving
25 on state active duty as a member of the national guard or state defense force, may

1 elect to receive pay from the state under s. 20.465 (1) in an amount equal to base state
2 salary for such period of state active duty. Leave granted by this section is in addition
3 to all other leaves granted or authorized by any other law. For the purpose of
4 determining seniority, pay or pay advancement and performance awards the status
5 of the employee shall be considered uninterrupted by such attendance.

6 ***b2221/3.132* SECTION 3080m.** 230.36 (1m) (b) 1. (intro.) of the statutes is
7 amended to read:

8 230.36 (1m) (b) 1. (intro.) A state forest ranger or field employee of the
9 department of natural resources or the department of forestry who is subject to call
10 for forest fire control duty or fire watcher employed at the Wisconsin Veterans Home
11 at King or at the facilities operated by the department of veterans affairs under s.
12 45.385, and lifeguard, at all times while:

13 ***-0408/1.1* SECTION 3081.** 230.36 (1m) (b) 2. (intro.) of the statutes is amended
14 to read:

15 230.36 (1m) (b) 2. (intro.) A conservation warden, conservation patrol boat
16 captain, conservation patrol boat engineer, member of the state patrol, state motor
17 vehicle inspector, University of Wisconsin System police officer, security officer, or
18 security person, ~~state fair park~~ other state facilities police officer, special tax agent,
19 excise tax investigator employed by the department of revenue, and special criminal
20 investigation agent employed by the department of justice at all times while:

21 ***b2221/3.133* SECTION 3081d.** 230.36 (1m) (b) 2. (intro.) of the statutes, as
22 affected by 2001 Wisconsin Act (this act), is amended to read:

23 230.36 (1m) (b) 2. (intro.) A conservation warden, state forest ranger,
24 conservation patrol boat captain, conservation patrol boat engineer, member of the
25 state patrol, state motor vehicle inspector, University of Wisconsin System police

1 officer, security officer, or security person, other state facilities police officer, special
2 tax agent, excise tax investigator employed by the department of revenue, and
3 special criminal investigation agent employed by the department of justice at all
4 times while:

5 *b2221/3.133* **SECTION 3081t.** 230.36 (2m) (a) 5. of the statutes is amended
6 to read:

7 230.36 (2m) (a) 5. A conservation field employee of the department of natural
8 resources or the department of forestry who is subject to call for fire control duty.

9 *-0408/1.2* **SECTION 3082.** 230.36 (2m) (a) 13. of the statutes is repealed.

10 *-1528/8.20* **SECTION 3087.** 231.01 (9) of the statutes is amended to read:

11 231.01 (9) “Revenues” means, with respect to any project, the rents, fees,
12 charges, and other income or profit derived therefrom and, with respect to any bonds
13 issued under s. 231.03 (6) (g), tobacco settlement revenues identified in the bond
14 resolution.

15 *-1528/8.21* **SECTION 3088.** 231.01 (11) of the statutes is created to read:

16 231.01 (11) “Tobacco settlement agreement” has the meaning given in s. 16.63
17 (1) (b).

18 *-1528/8.22* **SECTION 3089.** 231.01 (12) of the statutes is created to read:

19 231.01 (12) “Tobacco settlement revenues” has the meaning given in s. 16.63
20 (1) (c).

21 *-1528/8.23* **SECTION 3090.** 231.03 (6) (g) of the statutes is created to read:

22 231.03 (6) (g) Finance a purchase, or make a loan, under sub. (20). Bonds
23 issued under this paragraph shall be payable from, or secured by interests in, tobacco
24 settlement revenues and such other property pledged under the bond resolution and,

1 notwithstanding s. 231.08 (3), are not required to mature in 30 years or less from the
2 date of issue.

3 ***-1528/8.24* SECTION 3091.** 231.03 (20) of the statutes is created to read:

4 231.03 (20) Purchase the state's right to receive any of the payments under the
5 tobacco settlement agreement, or make a loan to be secured by the state's right to
6 receive any of the payments under the tobacco settlement agreement, upon such
7 terms and at such prices as the authority considers reasonable and as can be agreed
8 upon between the authority and the other party to the transaction. The authority
9 may issue certificates or other evidences of ownership interest in tobacco settlement
10 revenues upon such terms and conditions as specified by the authority in the
11 resolution under which the certificates or other evidences are issued or in a related
12 trust agreement or trust indenture.

13 ***-1528/8.26* SECTION 3093.** 231.16 (1) of the statutes is amended to read:

14 231.16 (1) The authority may issue bonds to refund any outstanding bond of
15 the authority or indebtedness that a participating health institution, participating
16 educational institution, or participating child care provider may have incurred for
17 the construction or acquisition of a project prior to or after April 30, 1980, including
18 the payment of any redemption premium on the outstanding bond or indebtedness
19 and any interest accrued or to accrue to the earliest or any subsequent date of
20 redemption, purchase, or maturity, or to pay all or any part of the cost of constructing
21 and acquiring additions, improvements, extensions, or enlargements of a project or
22 any portion of a project. No Except for bonds to refund bonds issued under s. 231.03
23 (6) (g), no bonds may be issued under this section unless the authority has first
24 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 ***-1528/8.27* 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 ***-1528/8.28* 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 ***b0957/1.15* 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 ***b1589/1.2* 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 ***-1562/1.1* 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 ***b0957/1.16* SECTION 3097e.** 234.01 (4n) (a) 3m. d. of the statutes is amended
13 to read:

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

17 ***b0957/1.16* SECTION 3098v.** 234.65 (1) (g) of the statutes is amended to read:

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

1 ***-0880/5.1* SECTION 3099.** 234.65 (3) (f) of the statutes, as affected by 1999
2 Wisconsin Act 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 ***-0878/2.3* 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 ***-0878/2.4* SECTION 3101.** 234.67 (3) (a) of the statutes is renumbered 234.67
13 (3) and 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 ***-0878/2.5* SECTION 3102.** 234.67 (3) (b) of the statutes is repealed.

22 ***-0880/5.2* SECTION 3103.** 234.83 (1) of the statutes is renumbered 234.83
23 (1m).

24 ***-0880/5.3* SECTION 3104.** 234.83 (1c) of the statutes is created to read:

25 234.83 (1c) DEFINITIONS. In this section:

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

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

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

5 (b) “Small business” means a business, as defined in s. 560.60 (2), that employs
6 50 or fewer employees on a full-time basis.

7 ***-0880/5.4* SECTION 3105.** 234.83 (2) (a) (intro.) of the statutes is amended to
8 read:

9 234.83 (2) (a) (intro.) A business, ~~as defined in s. 560.60 (2)~~, to which all of the
10 following apply:

11 ***-0880/5.5* SECTION 3106.** 234.83 (2) (a) 2. of the statutes is amended to read:

12 234.83 (2) (a) 2. The business employs ~~50 or fewer employees on a full-time~~
13 basis is a small business.

14 ***-0880/5.6* SECTION 3107.** 234.83 (2) (a) 3. of the statutes, as affected by 1999
15 Wisconsin Act 9, is amended to read:

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

23 ***-0880/5.7* SECTION 3108.** 234.83 (3) (a) 2. of the statutes is amended to read:

1 234.83 (3) (a) 2. The start-up, ~~expansion or acquisition~~ of a day care business,
2 including the purchase or improvement of land, buildings, machinery, equipment, or
3 inventory.

4 *~~0880/5.8~~* SECTION 3109. 234.83 (3) (a) 3. of the statutes is created to read:

5 234.83 (3) (a) 3. The start-up of a small business in a vacant storefront in the
6 downtown area of a rural community, including the purchase or improvement of
7 land, buildings, machinery, equipment, or inventory.

8 *~~0878/2.6~~* SECTION 3110. 234.83 (4) (a) of the statutes is renumbered 234.83
9 (4) and amended to read:

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

20 *~~0878/2.7~~* SECTION 3111. 234.83 (4) (b) of the statutes is repealed.

21 *~~0880/5.9~~* SECTION 3112. 234.90 (3) (d) of the statutes, as affected by 1999
22 Wisconsin Act 9, is amended to read:

23 234.90 (3) (d) The farmer's name does not appear on the statewide support lien
24 docket under s. 49.854 (2) (b). ~~The condition under this paragraph is met for a farmer~~
25 ~~whose name does appear if or, if the farmer's name appears on that docket,~~ the farmer

1 provides to the authority a payment agreement that has been approved by the county
2 child support agency under s. 59.53 (5) and that is consistent with rules promulgated
3 under s. 49.858 (2) (a).

4 ***-0880/5.10* SECTION 3113.** 234.90 (3g) (c) of the statutes, as affected by 1999
5 Wisconsin Act 9, is amended to read:

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

12 ***-0878/2.8* SECTION 3114.** 234.90 (4) (a) of the statutes is renumbered 234.90
13 (4) and amended to read:

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

18 ***-0878/2.9* SECTION 3115.** 234.90 (4) (b) of the statutes is repealed.

19 ***-0878/2.11* SECTION 3117.** 234.907 (1) (f) of the statutes is amended to read:

20 234.907 (1) (f) "Percentage of guarantee" means the percentage established by
21 the authority under sub. (3) ~~(a)~~.

22 ***-0878/2.12* SECTION 3118.** 234.907 (3) (a) of the statutes is renumbered
23 234.907 (3) and amended to read:

24 234.907 (3) GUARANTEE OF COLLECTION. ~~Subject to par. (b), the~~ The authority
25 shall guarantee collection of a percentage, not exceeding 90%, of the principal of any

1 loan eligible for a guarantee under sub. (2). The authority shall establish the
2 percentage of the unpaid principal of an eligible loan that will be guaranteed, using
3 the procedures described in the guarantee agreement under s. 234.93 (2) (a). The
4 authority may establish a single percentage for all guaranteed loans or establish
5 different percentages for eligible loans on an individual basis.

6 ***-0878/2.13* SECTION 3119.** 234.907 (3) (b) of the statutes is repealed.

7 ***-0878/2.14* SECTION 3120.** 234.91 (5) (a) of the statutes is amended to read:

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

13 ***-0878/2.15* SECTION 3121.** 234.91 (5) (c) of the statutes is repealed.

14 ***-0878/2.16* SECTION 3122.** 234.93 (3) (title) of the statutes is amended to

15 read:

16 234.93 (3) (title) ~~INCREASES OR DECREASES IN LOAN~~ LOAN GUARANTEES; INCREASES
17 OR DECREASES.

18 ***-0878/2.17* SECTION 3123.** 234.93 (3) of the statutes is renumbered 234.93

19 (3) (h) and amended to read:

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

1 that date to pay outstanding claims and to fund guarantees under all the aggregate
2 of the programs guaranteed by funds from the Wisconsin development reserve fund,
3 and the balance remaining in the Wisconsin development reserve fund on that date
4 after deducting such amounts, if the increase or decrease is approved, with such
5 amounts and the balance remaining, if the increase or decrease is not approved.

6 ***-0878/2.18* SECTION 3124.** 234.93 (3) (a) of the statutes is created to read:

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

12 ***b0195/2.2* SECTION 3125c.** 234.93 (4) (c) of the statutes is created to read:

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

1 authority may guarantee under each of the programs guaranteed by the Wisconsin
2 development reserve fund shall be the maximum amounts approved by the
3 committee.

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

21 *~~0774/1.2~~* SECTION 3126. 234.93 (4m) of the statutes is amended to read:

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

1 ***b1777/2.1* SECTION 3127b.** 236.02 (2m) of the statutes is created to read:

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

5 ***b1777/2.1* SECTION 3127bm.** 236.15 (1) (a) of the statutes is amended to read:

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

20 ***b1777/2.1* SECTION 3127c.** 236.15 (1) (c) of the statutes is amended to read:

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

1 ***b1777/2.1* SECTION 3127cm.** 236.15 (1) (d) of the statutes is amended to read:

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

10 ***b1777/2.1* SECTION 3127d.** 236.15 (1) (f) of the statutes is amended to read:

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

14 ***b1777/2.1* SECTION 3127dm.** 236.18 (2) (d) of the statutes is created to read:

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

18 ***b1777/2.1* SECTION 3127e.** 236.20 (1) (b) of the statutes is amended to read:

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

24 ***b1777/2.1* SECTION 3127cm.** 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 ***b1777/2.1* SECTION 3127f.** 236.20 (2) (b) of the statutes is amended to read:

5 236.20 (2) (b) All monuments erected, corners, and other points established in
6 the field in their proper places. The material of which the monuments, corners, or
7 other points are made shall be noted at the representation thereof or by legend,
8 except lot, outlot, and meander corners need not be shown. The legend for metal
9 monuments shall indicate the kind of metal, the outside diameter, length, and weight
10 per lineal foot of the monuments.

11 ***b1777/2.1* SECTION 3127fm.** 236.20 (2) (e) of the statutes is amended to read:

12 236.20 (2) (e) All lots and outlots in each block consecutively numbered within
13 blocks and the subdivision and throughout numbered additions to the subdivision.

14 ***b1777/2.1* SECTION 3127g.** 236.21 (1) (b) of the statutes is amended to read:

15 236.21 (1) (b) A clear and concise description of the land surveyed, divided, and
16 mapped by government lot, recorded private claim, quarter-quarter section, section,
17 township, range, and county and by metes and bounds commencing with a
18 monument at a section or quarter section corner of the quarter section and that is not
19 at the center of the section, or commencing with a monument at the end of a boundary
20 line of a recorded private claim or federal reservation in which the subdivision is
21 located. If the land is located in a recorded subdivision or recorded addition thereto,
22 the land shall be described by the number or other description of the lot, block or
23 subdivision thereof, that has previously been tied to a corner marked and established
24 by the U.S. public land survey.

25 ***b1777/2.1* SECTION 3127gm.** 236.25 (2) (b) of the statutes is amended to read:

1 236.25 (2) (b) The plat is offered for record within ~~30 days~~ 6 months after the
2 date of the last approval of the plat and within 24 months after the first approval;

3 ***b1777/2.1* SECTION 3127h.** 236.295 (1) (intro.) of the statutes is amended to
4 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 ***b1777/2.1* SECTION 3127hf.** 236.295 (1) (a) of the statutes is amended to
9 read:

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

14 ***b1777/2.1* SECTION 3127hm.** 236.295 (2) of the statutes is amended to read:

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

23 ***b1777/2.1* SECTION 3127im.** 236.34 (1) (intro.) of the statutes is amended to
24 read:

1 236.34 (1) PREPARATION. (intro.) A certified survey map of not more than 4
2 parcels of land consisting of lots or outlots may be recorded in the office of the register
3 of deeds of the county in which the land is situated. A certified survey map may be
4 used to change the boundaries of lots and outlots within a recorded plat, recorded
5 assessor's plat under s. 70.27 or recorded, certified survey map if the ~~redivision~~
6 reconfiguration does not result in a subdivision or violate a local subdivision
7 regulation. A certified survey map may not alter ~~the exterior boundary of a recorded~~
8 ~~plat, a recorded assessor's plat,~~ areas previously dedicated to the public or a
9 restriction placed on the platted land by covenant, by grant of an easement, or by any
10 other manner. A certified survey map that crosses the exterior boundary of a
11 recorded plat or assessor's plat shall apply to the reconfiguration of fewer than 5
12 parcels by a single owner, or if no additional parcels are created. Such a certified
13 survey map must be approved in the same manner as a final plat of a subdivision
14 must be approved under s. 236.10, must be monumented in accordance with s. 236.15
15 (1), and shall contain owners' and mortgagees' certificates that are in substantially
16 the same form as required under s. 236.21 (2) (a). A certified survey must meet the
17 following requirements:

18 ***b1777/2.1* SECTION 3127j.** 236.34 (1) (b) of the statutes is amended to read:

19 236.34 (1) (b) All corners shall be monumented in accordance with s. 236.15 (1)
20 (c) ~~and~~, (d), and (g).

21 ***b1777/2.1* SECTION 3127jm.** 236.34 (1) (c) of the statutes is amended to read:

22 236.34 (1) (c) The map shall be prepared in accordance with s. 236.20 (2) (a),
23 (b), (c), (e), (f), (g), (h), (i), (j), (k), and (L) and (3) (b) ~~en a~~, (d), and (e) at a graphic scale
24 of not more than 500 feet to the an inch, which shall be shown on each sheet showing
25 layout features. The map shall be prepared with a binding margin 1.5 inches wide

1 and a 0.5 inch margin on all other sides on durable white paper 8 1/2 inches wide by
2 14 inches long with nonfading black image or reproduced with photographic silver
3 haloid image on double matt polyester film of not less than 4 mil thickness which is
4 8 1/2 inches wide by 14 inches long. When more than one sheet is used for any map,
5 each sheet shall be numbered consecutively and shall contain a notation giving the
6 total number of sheets in the map and showing the relationship of that sheet to the
7 other sheets. "CERTIFIED SURVEY MAP" shall be printed on the map in prominent
8 letters with the location of the land by government lot, recorded private claim,
9 quarter-quarter section, section, township, range and county noted. Seals or
10 signatures reproduced on images complying with this paragraph shall be given the
11 force and effect of original signatures and seals.

12 *b1777/2.1* SECTION 3127k. 236.34 (1) (d) 2. of the statutes is amended to
13 read:

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

24 *b1777/2.1* SECTION 3127km. 236.34 (1) (f) of the statutes is created to read:

1 236.34 (1) (f) Within 90 days of submitting a certified survey map for approval,
2 the approving authority, or its agent authorized to approve certified survey maps,
3 shall take action to approve, approve conditionally, or reject the certified survey map
4 and shall state in writing any conditions of approval or reasons for rejection, unless
5 the time is extended by agreement with the subdivider. Failure of the approving
6 authority or its agent to act within the 90 days, or any extension of that period,
7 constitutes an approval of the certified survey map and, upon demand, a certificate
8 to that effect shall be made on the face of the map by the clerk of the authority that
9 has failed to act.

10 ***b1777/2.1* SECTION 3127L.** 236.34 (2) of the statutes is renumbered 236.34
11 (2) (a).

12 ***b1777/2.1* SECTION 3127Lm.** 236.34 (2) (b) of the statutes is created to read:

13 236.34 (2) (b) If the certified survey map is approved by a local unit of
14 government, the register of deeds may not accept the certified survey map for record
15 unless all of the following apply:

16 1. The certified survey map is offered for record within 6 months after the date
17 of the last approval of the map and within 24 months after the first approval of the
18 map.

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

21 ***b1777/2.1* SECTION 3127m.** 236.45 (2) (a) (intro.) of the statutes is amended
22 to read:

23 236.45 (2) (a) (intro.) To accomplish the purposes listed in sub. (1), any
24 municipality, town or county which has established a planning agency may adopt
25 ordinances governing the subdivision or other division of land which are more

1 restrictive than the provisions of this chapter. Such ordinances may include
2 provisions regulating divisions of land into parcels larger than 1 1/2 acres or
3 divisions of land into less than 5 parcels, and may prohibit the division of land in
4 areas where such prohibition will carry out the purposes of this section. Such
5 ordinances ~~may~~ shall make applicable to such divisions ~~any~~ all of the provisions of
6 this chapter, or may provide other surveying, monumenting, mapping and approving
7 requirements for such division. The governing body of the municipality, town, or
8 county ~~may~~ shall require that a ~~map, plat or sketch~~ of such division be recorded with
9 the register of deeds and kept in a book provided for that purpose. “COUNTY PLAT,”
10 “MUNICIPAL PLAT,” or “TOWN PLAT” shall be printed on the map in prominent
11 letters with the location of the land by government lot, recorded private claim,
12 quarter-quarter section, section, township, range, and county noted. When so
13 recorded, the lots included in the ~~map, plat or sketch~~ shall be described by
14 reference to it ~~by lot number and by volume and page of the book provided for that~~
15 ~~use~~ “COUNTY PLAT,” “MUNICIPAL PLAT,” or “TOWN PLAT,” the name of the plat
16 and the lot and block in the plat, for all purposes, including those of assessment,
17 taxation, devise, descent, and conveyance as defined in s. 706.01 (4). Such ordinance,
18 insofar as it may apply to divisions of less than 5 parcels, shall not apply to:

19 *1335/7.62* SECTION 3128. Chapter 237 of the statutes is created to read:

20 CHAPTER 237

21 FOX RIVER NAVIGATIONAL

22 SYSTEM AUTHORITY

23 **237.01 Definitions.** In this chapter:

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

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

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

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

4 **237.02 Creation and organization of authority.** (1) There is created a
5 public body corporate and politic to be known as the “Fox River Navigational System
6 Authority.” The board of directors of the authority shall consist of the following
7 members:

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

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

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

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

13 **(1m)** (a) Two of the 6 members appointed under sub. (1) (a) shall be residents
14 of Brown County, 2 shall be residents of Outagamie County, and 2 shall be residents
15 of Winnebago County.

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

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

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