



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, March 15, 2017

CITY HALL

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the February 15, 2017 meeting
2. Request for \$204.35 Sewer Credit at 1304 Clermont Street (requested by Lon Ebel)
3. Request for Liquor License for 2008 Neva Road to Sell Alcohol-Infused Ice Cream at the Twisted Cone
4. Consideration of a Lease Purchase Agreement for the former Edison Club
5. 2017 Budget Review - Infrastructure Alternatives for the Operation & Maintenance of the Water and Wastewater Treatment Plants
6. Subletting Request by Duffek Sand & Gravel under Section 10 of their existing Lease Agreement
7. Request to fill vacant Parks/Recreation/Cemetery position
8. Water After Hours Service Calls Cannot be Billed and Discuss Water Rate Case to Change Tariff with Public Service Commission
9. Commit Water & Sewer Funds for the Gowan Road and Field Street Projects for the CDBG PFED Grant Application
10. Purchase of Two Squads for Police Department
11. Amend Ordinance for Records Retention and Destruction to Include Electronic Options

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: March 09, 2017

BILL BRANDT



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: March 15, 2017
Re: Request for \$204.35 Sewer Credit at 1304 Clermont Street (requested by Lon Ebel)

Included with the agenda is a letter from the property owner at 1304 Clermont Street requesting a credit for the sewer portion of the utility bill due to a broken water meter. The water did not enter the sewer system as there is a dirt floor by the meter which you can see in the picture that is included.

There is also a letter from our employee with his observations when he went to the home to take the meter out. The credit for the sewer charge over the average usage would be \$204.35.

If the committee approves this, a resolution will need to be forwarded to Council. Should you have any questions, please feel free to contact me.

1304 Clermont St.
Antigo, WI 54409

January 13th, 2017

RECEIVED

JAN 17 2017

CITY OF ANTIGO

Ms. Tracy Koeppel
Water Utility Clerk
Antigo Water & Sewer
700 Edison Street
Antigo, WI 54409

Dear Ms. Koeppel,

I am writing this letter in regards to the water service located at 1304 Clermont St. I have owned this property for just over two years and until this last summer have not even had a water meter at the property. I have yet to actually purposely use any water or sewer services at this property, however I have paid for this service for over the last two years.

I was recently notified of an abnormal meter reading at the property. I was made aware that the water meter had broken and unknowingly water had been flowing out from the meter. While I understand that I am likely liable for the water used at the property, I am writing to inform you that none of the water that leaked from the meter drained into the actual sewer service. The area of the basement in which the water service enters the house was currently opened to the ground below and all of the water drained directly into the ground.

Enclosed is a picture taken of the meter and the area in which the water drained into the ground. I believe that City of Antigo employee that entered the property could support this with his observations as well. I ask that the water & sewer department please take this into consideration when billing me for this incident.

If you have any further questions for me, I can be reached at 715-216-3342. Thank you for your time and consideration.

Sincerely,



Lon Ebel



January 3, 2017

To Whom It May Concern,

I went to 1304 Clermont to check on excessive water usage and found that water was leaking by where the meter is. By the time I was able to meet with the owner the water had been off for about two hours. When I got there the valve beyond the meter was in the off position. Directly below the meter is a hole in the floor with a dirt bottom. The hole is approximately a 12"x12"x12" cube. A good amount of the cement floor was also wet in the basement.

Thank You,

Chad Busse



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: March 15, 2017
Re: Request for Liquor License for 2008 Neva Road to Sell Alcohol-Infused Ice Cream at the Twisted Cone

The owner of the Twisted Cone, Trace Zima, at 2008 Neva Road has inquired about a "Class B" Fermented Malt Beverage and Intoxicating Liquor License for the ice cream shop in order to sell alcohol infused ice cream. Because this building has never been a licensed establishment, our practice has been to obtain Committee approval before considering the license application at the Council. That is the reason for this agenda item.

It is my understanding Mr. Zima plans to use alcohol in some of the ice creams that they sell at the store. He does plan to attend the meeting to answer any questions you may have. The license that he is applying for is the same as a tavern license and would allow him to conduct the same activity on the premises. I did make an inquiry with the State of Wisconsin Department of Revenue to make sure this type of activity could be licensed. I received an written opinion from them stating this combination of activity is allowable under State Statute. However, the City Council has the final authority whether to grant this type of license or not based on if they want this type of activity in the City of Antigo.

If this request is approved, the licensing process would begin. However, if the request is denied we would not have Mr. Zima complete the applications.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: March 15, 2017
Re: Consideration of a Lease Purchase Agreement for the former Edison Club

Carl Bula has indicated his interest for entering into a Lease-purchase Agreement with the City of Antigo for the operation of the former Edison Club facility. We have been developing this opportunity with his team over the last couple of months and Carl has asked for this matter to be placed in front of the FP&L Committee for consideration.

A “DRAFT” Lease-purchase Agreement, as presented to Mr. Bula, is included in your agenda packet for your reference. The document is similar to previous Lease-purchase Agreements for the facility and is based on the following:

- Venue name being considered for the updated facility is the Antigo Event Center
- Lease-purchase is based on \$150,000 asking price at 4% interest for 20 years
 - Includes a 5-year balloon payment requirement
 - Includes a monthly Payment in Lieu of Taxes (PILOT)
- FP&L recommendation would be sent to March Council for consideration
- April 1, 2017 is the projected initiation of the Lease-purchase Agreement
 - Allow Tenant access to the facility between March Council and April 1st
- On May 1, 2017 the initial monthly payment of \$1,211.03 is due from the Lessee

Mr. Bula will not likely be available on the evening of the FP&L Committee meeting as he is currently conducting business in Colorado; he is arranging for others to be present to address your inquiries. Based on my preliminary meetings at the former Edison Club with Mr. Bula and his team, I will also do my best to respond to any questions.

It is my recommendation that the FP&L Committee authorize the advancement of the Lease-purchase Agreement with Mr. Bula while allowing any refinements to the “DRAFT” document (as agreed upon by the parties) to be memorialized and subsequently reviewed by the City Attorney prior to consideration by City Council.

LEASE

THIS LEASE concluded at Antigo, Wisconsin, this 1st day of April, 2017, between the **CITY OF ANTIGO, WISCONSIN**, a municipal corporation, sometimes hereinafter called the "Landlord", and **Antigo Event Center**, a Wisconsin Business, sometimes hereinafter called the "Tenant";

WITNESSETH:

1. The City of Antigo has an interest in promoting economic development within the City to spur industrial growth and job creation and retention. As part of this promotion of economic development, the City has determined that it is of a public benefit and a public purpose to make low interest loans to appropriate industrial and commercial enterprises and to assist industry with building projects through lease-purchase agreements with Langlade County Economic Development Corporation.

2. The Landlord shall Lease to the Tenant the premises described in Addendum "A", attached hereto and made a part hereof, including the building and contents to be located thereon, all of which is sometimes herein referred to as the Demised Premises. This Lease shall be for the term of twenty (20) years beginning on the date of delivery by Landlord and acceptance by Tenant of possession of the building and contents on the Demised Premises. The beginning and expiration dates of the term hereof shall be confirmed in writing by an exchange of letters between Landlord and Tenant immediately succeeding the date of delivery of possession of the building on the Demised Premises, copies of which letters shall be attached to and shall become part of this Lease. Although the lease term will not commence until the above date, this Agreement shall be binding upon the parties at execution of this Agreement.

3. Tenant shall pay rent (includes Principal + Interest + Payment in Lieu-of-Taxes) for the Premises payable as follows:

The Lease Purchase of \$ 150,000 .00 at 4 % for 20 years (with a 5-year balloon payment of \$131,975.41) paid subject to the following terms:

-
- Initial Payment in Lieu of Taxes will be calculated on the basis of the purchase price of \$150,000 and the current combined millage being applied.

The overall payment to the City, including the payment in lieu of taxes (PILOT) + Principal + Interest, shall be made each month starting on May 1st, 2017 for a total monthly payment of \$1,211.03.

Monthly payment amounts in ensuing years will be adjusted as the charge in lieu of taxes shall be calculated in accordance with the state-published handbook for assessors. Tenant may contest the charge as if it were a true assessment using procedures common to property tax assessments as provided by state statute. All rent and payment in lieu of taxes shall be payable to the City of Antigo at City Hall, 700 Edison St., Antigo, Wisconsin 54409, or at such other address as Landlord shall designate in writing to Tenant.

4. As additional rental expenses, throughout the term of this Lease, the Tenant shall pay without credit or reimbursement from Landlord the following charges and costs, on or before the due date for payment thereof:

A. The cost of all electric power, water, heat, gas and other utilities with respect to the use and occupancy of the Demised Premises by Tenant.

B. The cost of all insurance premiums upon the building and improvements now standing upon, or which may hereafter be erected upon the Demised Premises together with the fixtures/contents therein, so as to keep the same insured against loss resulting from fire and other hazards normally covered by a fire and extended coverage and additional perils policy of insurance, in solvent insurance companies acceptable to tenant and Landlord, in an amount not less than the full insurable value of the building improvements and fixtures/contents in and upon the Demised Premises belonging to the Landlord. Such insurance shall be issued in the name of the Landlord and Tenant as their interests shall appear.

If the building and improvements together with the fixtures/contents forming part of the Demised Premises or the personal property of Tenant located on the Demised Premises shall be damaged or destroyed at any time by an insured peril, whether or not such damage or destruction was caused by the negligence or any act or omission of the other party, its agents or employees, neither party shall have any liability to the other on account of such damage or destruction, or the cause thereof, except as hereinafter stated, and each party shall, with due diligence, require all policies of risk insurance carried by such party during the term of this Lease upon the Demised Premises to be endorsed with a provision by which the insurer designated therein shall waive its right of subrogation against the other party.

C. The cost of public liability insurance in such form as the Landlord shall reasonably require, insuring both the Landlord and Tenant, in amounts not less than \$2,000,000.00 insuring the Landlord against liability for injury to property, \$2,000,000.00 against liability for injury to persons or loss of life arising out of and in connection with Tenant's use of occupancy of the premises with limits of \$2,000,000.00 for one (1) person and \$3,000,000.00 for any number of persons injured or killed in any one accident.

D. The cost of special assessments charged against the Demised Premises during the term of the Lease provided, however, that Tenant shall be entitled at its option, to pay said assessments in installments over the maximum period of time permitted by the ordinances of the City of Antigo. It is understood and agreed that Tenant shall not be required to pay for any assessments which arise solely out of Landlord's obligation to furnish Tenant with a completed building and the usual building site improvements, including necessary utilities and means of ingress and egress to the building.

If the Tenant shall fail to pay any of the foregoing charges, insurance premiums, and assessments promptly as the same shall become due, or if Tenant shall fail to keep the Demised Premises and all buildings and other improvements repaired as required under the provisions of Section 5 hereof, the Landlord shall have the right to pay the same (or make all necessary repairs), in which event the amount so paid by the Landlord shall bear interest at ten percent (10%) per annum from date of payment and shall become due and payable by Tenant upon written demand, and failure of the Tenant to repay the Landlord within five (5) days after written demand shall constitute a material default hereunder.

5. During the term of this Lease, the Tenant shall keep the Demised Premises and all building and other improvements thereon in good repair and shall surrender them at the expiration of this Lease (unless Tenant elects to purchase said Demised Premises) in as good condition as when delivered to the Tenant, reasonable wear and tear or damage or destruction by fire or other casualty excepted. The City (at its expense) may solicit semi-annual inspections of the mechanical operating systems of the building and provide the Tenant with a list of routine maintenance deficiencies along with a list of items requiring service. The Tenant will be responsible for correcting noted deficiencies along with any associated costs of repairs. The Tenant and the Landlord will work to resolve any disputed items; issues that cannot be resolved will be referred to the City's FP&L Committee for consideration and recommendation to Council for final action.

6. Subject to the provisions of Section 7, 8, and 11 below, the Tenant shall be permitted to make any alterations, additions, or improvements upon the Demised Premises with written consent of Landlord. All structural improvements to the Demised Premises made by the Tenant during the term of this Lease shall become the property of the Landlord without any reimbursement whatsoever by the Landlord to the Tenant; provided, however, that all removable installations affixed by Tenant, including, without limitation, shelves for storage, bins, pallets, lighting fixtures and office fixtures which are removable may be removed by the Tenant upon the termination of this Lease, but it shall be the obligation of the Tenant to promptly repair all damage caused by the removal thereof.

7. In making any alteration, addition, or improvement and in using and occupying the Demised Premises, Tenant shall comply with the permits, building codes, all ordinances and safety regulations of every governmental authority pertaining to such work or such use or occupancy. The Tenant shall indemnify and save Landlord harmless from and against all expenses, claims or damages to either property or person, which shall arise by reason of any such repair, alteration, improvement, addition to or use of occupancy of the Demised Premises.

8. If any construction lien or other lien shall be filed against the Demised Premises or any building or improvement filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished, or alleged to have been furnished, or to be furnished, to or for the Tenant, or for or by reason of any change, alteration, or addition, the Tenant shall promptly cause the same to be canceled and discharged of record and shall also defend, on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, and the Tenant will pay all damages and discharge every judgment entered therein and save harmless the Landlord from every claim or damage resulting therefrom.

9. The Tenant shall not conduct or permit to be conducted in or upon the Demised Premises any business or permit any act which is contrary to or in violation of the statutes, ordinances or lawful regulations of any governmental authority; otherwise, Tenant may use and occupy the Demised Premises for all lawful purposes.

10. If the Demised Premises or any part hereof, shall be sublet, or if this Lease were assigned by Tenant, the Tenant shall remain liable for the performance of all conditions, covenants and obligations under this Lease, notwithstanding any assignment or sublease. There shall be no sublease or assignment by Tenant without the written consent of the Landlord, which consent shall not be unreasonably withheld.

11. No building upon the Demised Premises shall be removed, torn down or any alterations made thereon by Tenant which will diminish the value thereof; without the written consent of the Landlord.

12. Landlord shall not be liable and Tenant shall save and hold harmless from all injury or damage to persons or property resulting from fire explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from pipes, appliances or plumbing works, or from the roof, street or sub-surface, or any other cause whatsoever, it being specifically understood by Tenant that Tenant will accept the Demised Premises in its condition at the commencement of this Lease. Landlord shall not be liable and Tenant shall hold harmless Landlord from any injury or damage to persons or property resulting from casualty or any other cause whatsoever.

13. If the Demised Premises or any portion thereof shall be destroyed or damaged by fire or other cause, the improvements so destroyed or damaged shall be restored or repaired without delay at the sole expense of Tenant, without diminution or abatement in rent, in which event all insurance proceeds due or payable by reason of such fire or other casualty shall be for the benefit of the Tenant, but such proceeds shall be utilized solely for such restoration or repair; provided, however, that if the Tenant shall deem it impracticable to restore or repair the Demised Premises, the Tenant shall have the option to terminate this Lease as of the end of a calendar month upon giving the Landlord at least ninety (90) days written notice, on condition that all insurance proceeds shall be payable to the Landlord; but the option herein granted to the Tenant shall not be exercisable unless such insurance proceeds shall at least equal the Landlord's cost of each depreciable improvement to the Demised Premises reduced by a depreciation factor of two and one-half percent (2 1/2 %) per annum on a straight-line basis, disregarding fractional parts of a month, computed as of the termination date of the Lease by the Tenant.

14. The Tenant shall permit Landlord to examine Demised Premises at all reasonable times. Unless Tenant exercises its right to purchase the Demised Premises during the four (4) months prior to the expiration of this Lease, the Landlord may exhibit the Demised Premises to prospective tenants or purchasers, and place upon the Demised Premises the usual notice "To Let" or "For Sale".

15. The Tenant shall have the right to use all Landlord's easement and rights-of-way granted that are appurtenant to or for the benefit of the Demised Premises, subject to the terms and conditions of such easements and rights-of-way. Likewise, in the event of default, Landlord shall be granted an easement or right-of-way by tenant for access to the Demised Premises in the event the same shall revert to Landlord.

16. If the Tenant shall abandon or vacate the Demised Premises prior to the expiration of this Lease or violate any of the Tenant's obligations under this Lease and fail to take steps within thirty (30) days after notice thereof from Landlord, and exert continuous and diligent efforts to remedy each violation after receiving said notice, the Landlord may enter upon the Demised Premises, remove signs and other chattel property of the Tenant, at Tenant's expense, and without notice terminate the Lease and sue for and recover all rents and damage accrued under this Lease or arising out of any violations thereof.

17. If during the term of this Lease, the Tenant shall be adjudicated a bankrupt, shall file any petition for relief under the Bankruptcy Act, or make a general assignment for the benefit of creditors or for the benefit of anyone under any insolvency acts, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property, or if a temporary receiver shall be appointed for the Tenant's property, and if such appointment of a temporary receiver shall be appointed for the Tenant's property, and if such appointment of a temporary receiver shall not be vacated and set aside within thirty (30) days from the date of such appointment, then, if any of the foregoing events, at its option, on fifteen (15) days notice in writing served as provided in Paragraph 19 hereof the Landlord may, at its election, terminate this Lease and thereupon this Lease and the term hereof shall automatically cease at the expiration of said fifteen (15) day period, and it shall be lawful for the Landlord, at its option, to enter the Demised Premises, or any part thereof and to have, hold, repossess and enjoy the Demised Premises and to remove all persons and property therefrom by summary proceedings, or by any action or proceeding, anything herein contained to the contrary notwithstanding.

18. Every notice which, under the terms of this Lease or by any statute or ordinance now or hereafter in force, is provided or required to be given, shall be sent by registered mail or certified mail, return receipt requested, postage prepaid, directed as follows:

A. To the Tenant at _____, Antigo, WI or at such other address as the Tenant may designate by notice in writing from time to time.

B. To the Landlord, at City Hall, 700 Edison St., Antigo, Wisconsin 54409, or at such other address as the Landlord may designate by notice in writing from time to time.

19. Landlord covenants and agrees that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, then at all times during said term the Tenant shall have the peaceful and quiet enjoyment of the Demised Premises without any manner of let or hindrance from Landlord or any person or persons lawfully claiming against the Demised Premises. Landlord warrants and covenants that Landlord has full right and lawful authority to enter into and perform the terms of this Lease, and has good and marketable title to the Demised Premises free and clear of all liens, encumbrances, clouds, and defects whatsoever.

20. If the whole or any part of the Demised Premises shall be taken by any public authority under power of eminent domain, or if the same shall be conveyed under threat thereof then this Lease shall terminate only as to that portion so taken or surrendered from the day of such taking, or surrender of possession thereof for any public purpose, and the rent shall be paid up to that day, and from that day Tenant shall continue in possession of the remainder of the Demised Premises under the terms of this Lease, and the rent shall be reduced in proportion to the amount of the Demised Premises so taken or surrendered. However, if any portion of the building on the Demised Premises shall be so taken or surrendered, the Landlord, at its expense, shall promptly repair the remaining portion of the building not so taken, if upon completion of such repair, the Demised Premises would be reasonably suited to the uses to which the same were put by Tenant immediately prior to such taking or surrender. However, if the building could not be so repaired, the Tenant may terminate this Lease by written notice to Landlord given within ninety (90) days after Tenant shall have notice of such taking or surrender. If there shall be a total taking or surrender of the Demised Premises, or a partial taking or surrender resulting in a termination of this Lease as hereinafter provided, any condemnation award or settlement shall be paid to Landlord. However, nothing herein contained shall be construed to prevent Tenant from interposing, prosecuting or collecting any claim in any proceeding for condemnation or eminent domain for the value of any construction, improvements, buildings, or fixtures built, installed, completed, contracted for or made on, in or to the Demised Premises by Tenant at its costs to the extent that same could not be removed from the Demised Premises (less depreciation on the cost thereon on a straight-line basis amortized over a ten (10) year period from the commencement date of this Lease, using as a basis the actual cost of such construction, improvements, buildings or fixtures). Nothing herein shall be construed to prevent Tenant from making a separate claim against the taking authority to which Tenant might be entitled, in law, or in equity, on account of damages, losses, or costs sustained by Tenant because of such taking, except a claim for the recovery of the value of its leasehold estate.

21. Landlord hereby grants to Tenant the option to purchase the Demised Premises. The option to purchase shall be exercisable at any time during the lease term by written notice from Tenant to Landlord. At the time of closing, Tenant shall pay to Landlord the balance of principal and interest due on the amount indicated in paragraph 3 of this Lease, plus One Dollar (\$1.00). If said option is exercised, Landlord shall convey the Demised Premises to Tenant by Quit Claim Deed. Landlord warrants and covenants that Landlord will not encumber or permit to be encumbered in any way whatsoever, the title to the Demised Premises at any time during the term of this Lease. The property shall be conveyed in its then "as is" condition.

Landlord shall accompany its Deed with a Title Guaranty or Owner’s Fee Policy of Title Insurance, or an abstract, whichever is elected by Tenant, issued by a title company of Tenant’s choice at Tenant’s expense. Tenant shall pay the costs incurred to record said Deed, and the charges of the title company.

22. This Lease shall not be recorded, but a short form Memorandum of Lease, including a legal description of the Demised Premises shall, at the option of either party, be duly executed, witnessed, and acknowledged for recording.

23. The City of Antigo shall have the right of first refusal to purchase these premises or any part thereof in the event _____ desires to dispose of same.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESSES:

CITY OF ANTIGO

Bill Brandt, Mayor

Kaye M. Matucheski, Clerk/Treasurer

President

Secretary

Attachment: Edison Club Lease Purchase (1382 : Edison Club Lease Purchase)

As a material inducement to the City of Antigo ("Landlord") to enter into this Lease between Landlord and _____ ("Tenant"), the undersigned ("Guarantor") hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant under the Lease and any extensions or renewal of and amendments to the Lease. This Guaranty is an absolute and continuing Guaranty of payment and performance. Guarantor hereby waives presentment and all demands for performance, notices of performance, and notices of acceptance of the Guaranty. Guarantor hereby acknowledges that Guarantor is a shareholder of Tenant, or spouse of shareholder, and as such is receiving a direct and indirect benefit from this Lease.

(Name)

(Name)

Addendum "A"

Legal description of property:

Lot 22 and the South 40 feet of Lot 23 in Block 33 of the Original Plat to the City of Antigo.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: March 15, 2017
Re: 2017 Budget Review - Infrastructure Alternatives for the Operation & Maintenance of the Water and Wastewater Treatment Plants

Based on the Agreement between the City of Antigo and Infrastructure Alternatives, Inc. (IAI) for the operation and maintenance of the City's Water and Wastewater Treatment Plants an annual budgetary review is required. While this year's recommendation to the Committee is one month later than expected the overall success of the agreement has been successful.

Daily operational oversight by staff from IAI has been transitioned from that of Bill Obenauf to Tommy Horswill and has been handled in a professional manner. To assure the proper review of their internal budgetary controls the additional month for submittal to this Committee was warranted and subsequently granted so that an accurate budget for 2017 could be submitted.

Attachment "D" has been provided in your Committee packets and represents the overall change in the 2017 budget as compared to 2016. IAI has not asked for any increases in their fees with only minor adjustments in the utilities, chemicals, operating and repair/maintenance portions of each of the Water or Wastewater Plant budgets.

I remain available to address any of your questions so please feel free to contact me prior to the meeting; additional explanation of Attachment "D" will be addressed on the night of the meeting if necessary.

Attachment D 2017 Year Budget

Water Treatment Facility	2016	2017	Wastewater Treatment Facility	2016	2017
for, Ben, OH, & Management Fee	\$ 333,186	\$ 333,186	Labor, Ben, OH, Management Fee	\$ 354,234	\$ 354,234
ilities	\$ 77,000	\$ 75,000	Utilities	\$ 136,000	\$ 140,000
emicals	\$ 72,000	\$ 75,000	Chemicals	\$ 42,000	\$ 36,000
erating Expenses	\$ 21,500	\$ 18,500	Operating Expenses	\$ 44,000	\$ 44,000
ecified R&M	\$ 30,000	\$ 32,000	Specified R&M	\$ 54,000	\$ 56,000
Total Cost	\$ 533,686	\$ 533,686	Total Cost	\$ 630,234	\$ 630,234

Projected Giveback	\$ (14,665)	\$ (6,100)	Projected Giveback	\$ (19,886)	\$ (21,579)
Projected Annual Billing	\$ 519,021	\$ 527,586	Projected Annual Billing	\$ 610,348	\$ 608,655
2016 Monthly Billing	\$ 43,252		2016 Monthly Billing	\$ 50,862	
2017 Monthly		\$ 43,965	2017 Monthly		\$ 50,721
Annual Maintenance	\$ 200,500	\$ 200,500	Annual Maintenance	\$ 276,000	\$ 276,000
Percent Increase		1.65%	Percent Increase		-0.28%

accordance with page 12 of our agreement with the City we are providing the "2017 Water and Wastewater Budget" to replace the "2016 Water and Wastewater Budget" in "Attachment D".

Signature below signifies understanding, acknowledgement of receipt, acceptance and implementation.

Signature	Date
_____	_____
Name	Title
_____	_____



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: March 15, 2017
Re: Subletting Request by Duffek Sand & Gravel under Section 10 of their existing Lease Agreement

On January 9th, 2008 under Resolution #008-08 City Council authorized a Lease-Purchase Agreement and Payment in Lieu of taxes for Duffek Sand & Gravel. The resulting Lease Agreement was subsequently endorsed by all parties on January 10th, 2008.

Section #10 of the Lease document addresses the issue of subletting as follows:

- If the Demised Premises or any part hereof, shall be sublet, or if this Lease were assigned by Tenant, the Tenant shall remain liable for the performance of all conditions, covenants and obligations under this Lease, notwithstanding any assignment or sublease. There shall be no sublease or assignment by Tenant without the written consent of the Landlord, which consent shall not be unreasonable withheld.

Duffek Sand & Gravel is seeking the City's permission to sublet portions of the facility and property to Northeast Asphalt, Inc. for the storage and repair of construction equipment. I find this to be a reasonable request and to be of a similar nature of use by Duffek Sand & Gravel.

It is my recommendation that the Committee grant the request as requested as it allows for maximizing the use of available space helping to assure the longevity of the lease and PILOT payments.



To: Mayor and City Council
From: Amy Lynch, Human Resource Specialist
Date: March 15, 2017
Re: Request to fill vacant Parks/Recreation/Cemetery position

Due to a resignation within the DPW - Parks/Recreation/Cemetery division on February 14, 2017, the Parks/Recreation/Cemetery Director is seeking authorization to fill this vacancy along with any resulting vacancy regardless of the department/division impacted by the filling of this position.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: March 15, 2017
Re: Water After Hours Service Calls Cannot be Billed and Discuss Water Rate Case to Change Tariff with Public Service Commission

I will not be in attendance at this Finance, Personnel & Legislative Committee meeting as I will be on vacation but charging for water service calls is something I feel needs to be brought to the committee's attention.

Last month the Committee denied the request from the property owner at 236 Mayfair Street for a reduction in the fee they were charged for a water service call on a Sunday that was determined to be frozen water pipes on the property owner's side. Mrs. Morris filed a complaint with the Public Service Commission (PSC) regarding this charge. The outcome of this complaint is that the Water Utility does not have these charges authorized in the rates filed with the PSC so we are not allowed to charge this. We are reversing the charges as required by the PSC.

There are two considerations in this situation. First, we cannot charge for these calls at this time but we are also not required to provide after hours service. Without being able to offset the costs of the callout time and overtime by charging the property owner, I am asking the committee to consider whether these after hours/weekend calls should continue to be made as the utility will have to absorb the cost. That is the first issue.

The second issue is to approve a rate case filing with the PSC to include charges like after hours calls so that we are allowed to recoup these costs. In addition, it would be a good time to look at upcoming projects and determine if the water rates are adequate to address these concerns. In previous rate cases, the Utility has hired our auditor, Schenck, to handle the process as there are many reports, etc. the PSC requires. I am in the process of obtaining a quote from Schenck to do this and will return to committee for approval once I have that. You do not need to act on anything for the rate case at this meeting as I will bring back more concrete pricing information when I have it.

I will not be available before the meeting as I will be on vacation before you get your agenda packet. I will have explained this to Mark Desotell so please contact him if you have any questions.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: March 15, 2017
Re: Commit Water & Sewer Funds for the Gowan Road and Field Street Projects for the CDBG PFED Grant Application

At last month's meeting, the Committee approved establishing a line of credit for the City to maximize the points scored on the Block Grant application for the upcoming Gowan Road and Field Street projects. We also need approval to commit the funds of approximately \$40,000 that will be needed as matching funds from the water and sewer utility accounts for the same reason as the line of credit. Therefore, we will need a resolution approved stating that the funds for this portion are available and committed to this project. MSA is getting a sample resolution for the Council meeting if this is approved.

As I will be on vacation, if you have any questions, please contact Mark.



ANTIGO POLICE DEPARTMENT

ERIC ROLLER
CHIEF OF POLICE & DIRECTOR OF PUBLIC SAFETY
EROLLER@ANTIGO-CITY.ORG

March 1, 2017

Finance, Personnel, & Legislative Committee

RE: Purchase of two squads for Police Department

Dear Committee Members;

I am requesting to purchase two 2017 Ford Police Interceptor AWD Sedans from the Police Department CIP budget to maintain our current vehicle replacement program. Replacing two vehicles each year has maintained our fleet with minimal repairs and down time of our squads. I am replacing our oldest unmarked vehicle, a 2008 Chevy Impala and our oldest marked squad a 2015 Ford Interceptor Sedan that was purchased in 2014.

The unmarked squad will be turned over to city hall to update their fleet and the 2015 Ford Sedan will be turned over to the fire department to replace their old sedan.

We currently have one Sedan in our marked fleet and the officers that use that vehicle have requested another sedan as they like the handling and comfort of the vehicle. The sedans now come in standard all-wheel drive so I am confident the vehicle will perform well on adverse road conditions and we can save some money from the utility vehicle.

I have received a quote from Langlade Ford and from Ewald Automotive of Hartford WI. for each of the squad cars and both are able to be purchased under the state bidding process with the State of Wisconsin municipal discount. Both of the quotes were for the same price for each vehicle.

The unmarked squad price is \$26,734.00 and the marked squad price is \$27,033 with the added options from the dealer. The total cost of the two vehicles is \$53,767.00.

I am requesting to purchase the two 2017 Ford Interceptor AWD Sedans from Langlade Ford for the quoted prices. Last year we had purchased a squad from Langlade Ford and we were extremely pleased with their service and delivery of that vehicle and it is important to purchase locally with similar prices. I am also requesting to purchase the necessary equipment to outfit the vehicles to police standards and changeover the electronic and safety components. I will be well within the \$69,000.00 I have budgeted for 2017 squad replacement in 2017.

Sincerely;

Eric J. Roller
Director of public safety

Attachment: 2017 squad purchase (1410 : Purchase Squad Cars)

"Your Friend in the Car Business!"



2530 Neva Rd • PO Box 368 • Antigo WI 54409
715-627-2200 • 1-800-232-5375
www.langlodeford.com

Antigo Police Department
Police Chief
Eric Roller

Eric,

Thank you for the opportunity to provide a quote for two new squad cars. Only item to note is the request for 13P is not available with 661. The latter is the more complete headlamp lighting solution so that was the option chosen. The marked squad is quoted at \$27,033 and the unmarked at \$26,734.

These units have not been ordered and are subject to a future price increase until order is placed. At that time, the price will be locked.

Regards,

A handwritten signature in black ink, appearing to read "Christopher Corr".

Christopher Corr
Langlade Ford

Attachment: 2017 Squad Purchase0001 (1410 : Purchase Squad Cars)

CNGP530

VEHICLE ~~ORDER CONFIRMATION~~ *Quote*

02/08/17 12:54:04

==>

Dealer: F41195

2017 TAURUS

Page: 1 of 2

Order No: 7777 Priority: C4 Ord FIN: QM972 Order Type: 5B Price Level: 745

Ord Code: 500A Cust/Flt Name: ANTIGO POLICE PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
P2M AWD INTERCEPTOR	\$29195	\$27589.00	59B ANTI-THEFT	\$120	\$114.00
UJ STERLING GRAY			60P KEY FOB	255	243.00
C CLOTH/CLOTH	NC	NC	65L 18" WHEEL COVER	60	58.00
W BLACK			661 FRNT HDLAMP PKG	895	850.00
500A EQUIP GRP			662 TAIL LAMP PKG	415	394.00
.FLEX FUEL			663 REAR LIGHT PKG	475	451.00
99K .3.7L TIVCT V6	NC	NC	67C FRT MNT PLT DEL	NC	NC
44J .6-SPD AUTO TRAN	NC	NC	794 PRICE CONCESSN		
12P INT UPGRADE PKG	380	361.00	REMARKS TRAILER		
.CARPET FLR COV			90T TAIL LAMP PREP	NC	NC
.FLOOR MATS			96E LED FEND LIGHT	245	232.00
13C DARK CAR LAMP	20	19.00	96P 100W SIREN/SPKR	290	276.00
FRT LICENSE BKT	NC	NC	SP DLR ACCT ADJ		(1298.00)
19D BADGE DELETE	NC	NC	SP FLT ACCT CR		(891.00)
51G GRILL LAMP WIRE	50	49.00	FUEL CHARGE		4.28
			B4A NET INV FLT OPT	NC	7.00
			DEST AND DELIV	875	875.00
			TOTAL BASE AND OPTIONS	33275	29333.28
			TOTAL	33275	29333.28

*per Quote:**Price \$ 26,734.*

Attachment: 2017 Squad Purchase0002 (1410 : Purchase Squad Cars)

==>

Dealer: F41195

2017 TAURUS

Page: 1 of 2

Order No: 8888 Priority: C4 Ord FIN: QM972 Order Type: 5B Price Level: 745
 Ord Code: 500A Cust/Flt Name: ANTIGO POLICE PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
P2M AWD INTERCEPTOR	\$29195	\$27589.00	53M SYNC SYSTEM	\$295	\$280.00
G1 SHADOW BLACK			60B RAIL BRACKT KIT	25	24.00
R CLOTH/VINYL			661 FRNT HDLAMP PKG	895	850.00
W BLACK			662 TAIL LAMP PKG	415	394.00
500A EQUIP GRP			663 REAR LIGHT PKG	475	451.00
.FLEX FUEL			68C HMI W/SYNC 4.2"	NC	NC
99K .3.7L TIVCT V6	NC	NC	76R REV SENSING SYS	295	280.00
44J .6-SPD AUTO TRAN	NC	NC	794 PRICE CONCESSN		
13C DARK CAR LAMP	20	19.00	REMARKS TRAILER		
FRT LICENSE BKT	NC	NC	90T TAIL LAMP PREP	NC	NC
18L RR DR HND INOP	35	33.00	96E LED FEND LIGHT	245	232.00
20P NOISE SUP BONDS	95	90.00	96P 100W SIREN/SPKR	290	276.00
21F SPOT LAMP DR	360	343.00	SP DLR ACCT ADJ		(1312.00)
43E KEYED ALIKE E	50	49.00	SP FLT ACCT CR		(901.00)
51G GRILL LAMP WIRE	50	49.00	FUEL CHARGE		4.28
			B4A NET INV FLT OPT	NC	7.00
			DEST AND DELIV	875	875.00
			TOTAL BASE AND OPTIONS	33615	29632.28
			TOTAL	33615	29632.28

*per quote:**price # 27,033.*

Attachment: 2017 Squad Purchase0003 (1410 : Purchase Squad Cars)

Prepared For:

Chief Eric Roller
 Antigo Police Department
 840 Clermont Ave.
 Antigo, WI 54409
 Phone: (715) 627-6411
 Fax: (715) 627-6433
 Email: eroller@antigo-city.org

Prepared By:

Chrissy Gensch
 Ewald Automotive Group
 2570 E. Sumner St
 Hartford, WI 53027
 Phone: (262) 673-9400
 Fax: (262) 673-0575
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Sedan AWD P2M

QUOTE WORKSHEET

QUOTE WORKSHEET - 2017 Fleet/Non-Retail P2M AWD

MSRP	\$29,195.00
Destination Charge	\$875.00
Optional Equipment	\$3,205.00
Dealer Advertising	\$0.00
PRE-TAX ADJUSTMENTS:	
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$6,537.00)
Total Pre-Tax Adjustments	(\$6,537.00)
Taxable Price	\$26,738.00
 TOTAL	 \$26,738.00

 Customer Signature / Date

 Dealer Signature / Date

Unmarked 2017 AWD Ford Sedan Interceptor to the specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 90-120 days from order. Payment terms are net 10 days.

Attachment: 2017 Squad Purchase0004 (1410 : Purchase Squad Cars)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File: UNMARKED SQUAD

February 17, 2017 3:25:47 PM

Page 1

Prepared For:

Chief Eric Roller
 Antigo Police Department
 840 Clermont Ave.
 Antigo, WI 54409
 Phone: (715) 627-6411
 Fax: (715) 627-6433
 Email: eroller@antigo-city.org

Prepared By:

Chrissy Gensch
 Ewald Automotive Group
 2570 E. Sumner St
 Hartford, WI 53027
 Phone: (262) 673-9400
 Fax: (262) 673-0575
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Sedan AWD P2M

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail P2M AWD

CATEGORY

Code	Description	MSRP
SEAT TYPE		
CW	CHARCOAL BLACK, HEAVY-DUTY CLOTH FRONT BUCKET SEATS/CLOTH REAR -inc: 6-way power driver w/manual recline and lumbar, passenger 2-way manual w/recline and built-in steel intrusion plates in both front seatbacks	\$0.00
ADDITIONAL EQUIPMENT		
12P	POLICE INTERIOR UPGRADE PACKAGE -inc: rear grab handles w/coat hook, Full Floor Console w/Unique Police Finish Panels, Front & Rear Floor Mats, 1st & 2nd Row Carpet Floor Covering, front and rear floor mats	\$380.00
65L	18" 5-SPOKE FULL FACE WHEEL COVERS -inc: metal clips	\$60.00
19D	POLICE INTERCEPTOR BADGE DELETE	\$0.00
90T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)	INC
662	TAIL LAMP LIGHTING SOLUTION -inc: base LED lights plus 2 rear integrated hemispheric red lighthouse LED side warning lights in taillamps, LED lights only, Controller wiring not included, Tail Lamp/Police Interceptor Housing Only Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857).	\$415.00
663	REAR LIGHTING SOLUTION -inc: 2 backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted inside back window; surrounds brake stop light and 2 linear high intensity LED lights (driver side red/passenger side blue) mounted on inside trunk decklid (lights activate when decklid is open), LED lights only, Controller wiring not included Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857).	\$475.00
96E	SIDE MARKER LED FENDER LIGHTS -inc: red driver side and blue passenger side	\$245.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File: UNMARKED SQUAD

February 17, 2017 3:25:47 PM

Page 8

Prepared For:

Chief Eric Roller
 Antigo Police Department
 840 Clermont Ave.
 Antigo, WI 54409
 Phone: (715) 627-6411
 Fax: (715) 627-6433
 Email: eroller@antigo-city.org

Prepared By:

Chrissy Gensch
 Ewald Automotive Group
 2570 E. Sumner St
 Hartford, WI 53027
 Phone: (262) 673-9400
 Fax: (262) 673-0575
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Sedan AWD P2M

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail P2M AWD

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
661	FRONT HEADLAMP LIGHTING SOLUTION -inc: base projector beam headlamp plus 2 multi-function Park/Turn/Warn (PTW) bulbs for wig-wag simulation, and 2 white hemispheric lighthouse LED side warning lights, LED lights wiring included, Controller not included Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857). (Requires 856 or 51G)	\$895.00
96P	100 WATT SIREN/SPEAKER W/BACKET & PIGTAIL	\$290.00
60P	REMOTE KEYLESS ENTRY KEY FOB W/O KEY PAD -inc: Does not include PATS Fobs are unique and are not fobbed-alike.	\$255.00
13C	DARK CAR FEATURE -inc: Courtesy lamps disabled when any door is opened (trunk not included)	\$20.00
17I	1ST & 2ND ROW CARPET FLOOR COVERING -inc: front and rear floor mats	INC
51G	GRILLE LED LIGHTS SIREN & SPEAKER PRE-WIRING	\$50.00
59B	PERIMETER ANTI-THEFT ALARM -inc: Activated by the opening of hood, door or decklid (Requires 60P)	\$120.00
OPTIONS TOTAL		\$3,205.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File: UNMARKED SQUAD

February 17, 2017 3:25:47 PM

Page 9

Prepared For:

Chief Eric Roller
 Antigo Police Department
 840 Clermont Ave.
 Antigo, WI 54409
 Phone: (715) 627-6411
 Fax: (715) 627-6433
 Email: eroller@antigo-city.org

Prepared By:

Chrissy Gensch
 Ewald Automotive Group
 2570 E. Sumner St
 Hartford, WI 53027
 Phone: (262) 673-9400
 Fax: (262) 673-0575
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Sedan AWD P2M

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2017 Fleet/Non-Retail P2M AWD

ENTERTAINMENT

- Radio: AM/FM/CD/MP3 Capable -inc: clock, 4 speakers and 4.2" color center stack smart display
- Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
- Integrated Roof Antenna

EXTERIOR

- Wheels: 18" x 8" Steel w/Hub Cover -inc: 5-spoke painted black, hub cover and full-size spare wheel
- Tires: P245/55R18 AS BSW -inc: full size spare tire w/TPMS
- Steel Spare Wheel
- Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Defroster
- Light Tinted Glass
- Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Fully Galvanized Steel Panels
- Black Grille
- Trunk Rear Cargo Access
- Projector Beam Halogen Headlamps
- Laminated Glass

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File: MARKED SQUAD

February 17, 2017 3:24:17 PM

Page 2

Prepared For:

Chief Eric Roller
 Antigo Police Department
 840 Clermont Ave.
 Antigo, WI 54409
 Phone: (715) 627-6411
 Fax: (715) 627-6433
 Email: eroller@antigo-city.org

Prepared By:

Chrissy Gensch
 Ewald Automotive Group
 2570 E. Sumner St
 Hartford, WI 53027
 Phone: (262) 673-9400
 Fax: (262) 673-0575
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Sedan AWD P2M

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail P2M AWD

CATEGORY

Code	Description	MSRP
SEAT TYPE		
RW	CHARCOAL BLACK, HEAVY-DUTY CLOTH FRONT BUCKET SEATS/VINYL REAR -inc: 6-way power driver w/manual recline and lumbar, passenger 2-way manual w/recline and built-in steel intrusion plates in both front seatbacks	\$0.00
ADDITIONAL EQUIPMENT		
90T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)	INC
662	TAIL LAMP LIGHTING SOLUTION -inc: base LED lights plus 2 rear integrated hemispheric red lighthead LED side warning lights in taillamps, LED lights only, Controller wiring not included, Tail Lamp/Police Interceptor Housing Only Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857).	\$415.00
663	REAR LIGHTING SOLUTION -inc: 2 backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted inside back window; surrounds brake stop light and 2 linear high intensity LED lights (driver side red/passenger side blue) mounted on inside trunk decklid (lights activate when decklid is open), LED lights only, Controller wiring not included Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857).	\$475.00
96E	SIDE MARKER LED FENDER LIGHTS -inc: red driver side and blue passenger side	\$245.00
21F	WHELEN DRIVER ONLY LED SPOT LAMP	\$360.00
661	FRONT HEADLAMP LIGHTING SOLUTION -inc: base projector beam headlamp plus 2 multi-function Park/Turn/Warn (PTW) bulbs for wig-wag simulation, and 2 white hemispheric lighthead LED side warning lights, LED lights wiring included, Controller not included Recommended using trunk upfit package (854), light controller package (855) or ultimate wiring package (857). (Requires 856 or 51G)	\$895.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File: MARKED SQUAD

February 17, 2017 3:24:17 PM

Page 8

Prepared For:

Chief Eric Roller
 Antigo Police Department
 840 Clermont Ave.
 Antigo, WI 54409
 Phone: (715) 627-6411
 Fax: (715) 627-6433
 Email: eroller@antigo-city.org

Prepared By:

Chrissy Gensch
 Ewald Automotive Group
 2570 E. Sumner St
 Hartford, WI 53027
 Phone: (262) 673-9400
 Fax: (262) 673-0575
 Email: cgensch@ewaldauto.com

2017 Fleet/Non-Retail Ford Police Interceptor Sedan AWD P2M

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2017 Fleet/Non-Retail P2M AWD

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
96P	100 WATT SIREN/SPEAKER W/BACKET & PIGTAIL	\$290.00
60B	BUMPER TO FRAME RAIL BRACKET KIT REQUIRED for aftermarket push bar installation.	\$25.00
43E	KEYED ALIKE - 1435X	\$50.00
18L	REAR DOOR HANDLES INOPERABLE/LOCKS OPERABLE	\$35.00
13C	DARK CAR FEATURE -inc: Courtesy lamps disabled when any door is opened (trunk not included)	\$20.00
76R	REVERSE SENSING	\$295.00
53M	SYNC BASIC VOICE-ACTIVATED COMMUNICATIONS SYSTEM -inc: 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack (Requires 76R)	\$295.00
51G	GRILLE LED LIGHTS SIREN & SPEAKER PRE-WIRING	\$50.00
20P	NOISE SUPPRESSION BONDS	\$95.00
OPTIONS TOTAL		\$3,545.00

Attachment: 2017 Squad Purchase0009 (1410 : Purchase Squad Cars)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 477.0, Data updated 2/7/2017
 © Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 Customer File: MARKED SQUAD

February 17, 2017 3:24:17 PM

Page 9



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: March 15, 2017
Re: Amend Ordinance for Records Retention and Destruction to Include Electronic Options

There are some departments within the City that are electronically scanning documents and destroying the original paper copy but in order to do this, the City Ordinance must be changed. Currently, the City's Ordinance Section 2-932 allows for microfilming and optical imaging of records in place of keeping paper documents. However, Wisconsin State Statute Sec. 19-21(4)(c) now also allows for the keeping of records "through the use of microfilm or another reproductive device, optical imaging, or electronic formatting."

There are a few other statutes referred to for the steps that must be taken in order to replace the original paper record with an electronic copy. The Statutes specifically referred to are Sec. 16.61(7) and Sec. 16.612.

I have attached copies of the City ordinance plus the particular statute pages referred to above. Our ordinance should be changed to reflect what State Statute allows as that is the current practice in some departments. However, not all departments are as comfortable with destroying original documents so it is my recommendation that each record custodian will be responsible to meet the requirements of the above statutes such as a statement of intent and purpose (Sec. 16-61 (7)) in order to destroy original documents.

If you have any questions, please feel free to contact me.

Sec. 2-932. - Retention and destruction of records.

- (a) *Historical records.* Under Wis. Stats. § 19.21(4)(a), municipalities must notify the State Historical Society of Wisconsin (SHSW) prior to destroying records. However, the SHSW has waived the required 60-day notice for any record marked "W" (waived notice). SHSW must be notified prior to destruction of a record marked "N" (nonwaived). Notice is also required for any record not listed in this section.
- (b) *Microfilming or optical imaging of records.* Local units of government may keep and preserve public records through the use of microfilm, providing the microfilm or optical imaging meets the applicable standards in Wis. Stats. § 16.612. Retention periods and estimated costs and benefits of converting records between media should be considered. After verification, paper records converted to microfilm or optical imaging should be destroyed. The retention periods identified in this section apply to records in any media.
- (c) *Destruction after request for inspection.* No requested records may be destroyed until after the request is granted or 60 days after the request is denied. If an action is commenced under Wis. Stats. § 19.37, the requested record may not be destroyed until after a court order is issued and all appeals have been completed. See Wis. Stats. § 19.35(5).
- (d) *Destruction pending litigation.* No record subject to pending litigation shall be destroyed until the litigation is resolved.
- (e) *Review and approval by public records and forms board.* This article and the retention periods of less than seven years have been reviewed and approved by the public records and forms board.
- (f) *Legend.* The following terms shall be applicable in this section:
- (1) *Records description* provides a brief description of the records. Group-specific items such as forms into logical groups that have the same function or purpose.
 - (2) *Period of retention* refers to the time that the identified records must be kept until destruction. Abbreviations used in this column are as follows:
 - a. *CR* stands for creation, which usually refers to receipt or creation of the record.
 - b. *FIS* stands for current fiscal year and the additional amount of time as indicated.
 - c. *EVT* stands for event and refers to an occurrence that starts the retention "clock ticking." Close of contract, termination of employees and disposition of a case are common events.
 - d. *P* stands for permanent retention.
 - (3) *Time* is expressed in years unless specifically identified as month or day.
 - (4)

GENERAL DUTIES OF PUBLIC OFFICIALS

amount of each such bond, and the number of sureties thereon if guaranteed by resident freeholders, shall be as follows: secretary of state, \$25,000, with sufficient sureties; treasurer, \$100,000, with not less than 6 sureties; and the attorney general, \$10,000, with not less than 3 sureties.

(3) The attorney general shall renew the bond required under this section in a larger amount and with additional security, and the treasurer shall give an additional bond, when required by the governor.

(4) The governor shall require the treasurer to give additional bond, within such time, in such reasonable amount not exceeding the funds in the treasury, and with such security as the governor shall direct and approve, whenever the funds in the treasury exceed the amount of the treasurer's bond; or whenever the governor deems the treasurer's bond insufficient by reason of the insolvency, death or removal from the state of any of the sureties, or from any other cause.

History: 1975 c. 375 s. 44; 1991 a. 316.

19.12 Bond premiums payable from public funds. Any public officer required by law to give a suretyship obligation may pay the lawful premium for the execution of the obligation out of any moneys available for the payment of expenses of the office or department, unless payment is otherwise provided for or is prohibited by law.

History: 1977 c. 339.

SUBCHAPTER II**PUBLIC RECORDS AND PROPERTY****19.21 Custody and delivery of official property and records.**

(1) Each and every officer of the state, or of any county, town, city, village, school district, or other municipality or district, is the legal custodian of and shall safely keep and preserve all property and things received from the officer's predecessor or other persons and required by law to be filed, deposited, or kept in the officer's office, or which are in the lawful possession or control of the officer or the officer's deputies, or to the possession or control of which the officer or the officer's deputies may be lawfully entitled, as such officers.

(2) Upon the expiration of each such officer's term of office, or whenever the office becomes vacant, the officer, or on the officer's death the officer's legal representative, shall on demand deliver to the officer's successor all such property and things then in the officer's custody, and the officer's successor shall receipt therefor to said officer, who shall file said receipt, as the case may be, in the office of the secretary of state, county clerk, town clerk, city clerk, village clerk, school district clerk, or clerk or other secretarial officer of the municipality or district, respectively; but if a vacancy occurs before such successor is qualified, such property and things shall be delivered to and be receipted for by such secretary or clerk, respectively, on behalf of the successor, to be delivered to such successor upon the latter's receipt.

(3) Any person who violates this section shall, in addition to any other liability or penalty, civil or criminal, forfeit not less than \$25 nor more than \$2,000; such forfeiture to be enforced by a civil action on behalf of, and the proceeds to be paid into the treasury of the state, municipality, or district, as the case may be.

(4) (a) Any city council, village board or town board may provide by ordinance for the destruction of obsolete public records. Prior to the destruction at least 60 days' notice in writing of such destruction shall be given the historical society which shall preserve any such records it determines to be of historical interest. The historical society may, upon application, waive such notice. No assessment roll containing forest crop acreage may be destroyed without prior approval of the secretary of revenue. This paragraph does not apply to school records of a 1st class city school district.

(b) The period of time any town, city or village public record is kept before destruction shall be as prescribed by ordinance unless a specific period of time is provided by statute. The period prescribed in the ordinance may not be less than 2 years with respect to water stubs, receipts of current billings and customer's ledgers of any municipal utility, and 7 years for other records unless a shorter period has been fixed by the public records board under s. 16.61 (3) (e) and except as provided under sub. (7). This paragraph does not apply to school records of a 1st class city school district.

(c) Any local governmental unit or agency may provide for the keeping and preservation of public records kept by that governmental unit through the use of microfilm or another reproductive device, optical imaging or electronic formatting. A local governmental unit or agency shall make such provision by ordinance or resolution. Any such action by a subunit of a local governmental unit or agency shall be in conformity with the action of the unit or agency of which it is a part. Any photographic reproduction of a record authorized to be reproduced under this paragraph is deemed an original record for all purposes if it meets the applicable standards established in ss. 16.61 (7) and 16.612. This paragraph does not apply to public records kept by counties electing to be governed by ch. 228.

(cm) Paragraph (c) does not apply to court records kept by a clerk of circuit court and subject to SCR chapter 72.

(5) (a) Any county having a population of 500,000 or more may provide by ordinance for the destruction of obsolete public records, except for court records subject to SCR chapter 72.

(b) Any county having a population of less than 500,000 may provide by ordinance for the destruction of obsolete public records, subject to s. 59.52 (4) (b) and (c), except for court records governed by SCR chapter 72.

(c) The period of time any public record shall be kept before destruction shall be determined by ordinance except that in all counties the specific period of time expressed within s. 7.23 or 59.52 (4) (a) or any other law requiring a specific retention period shall apply. The period of time prescribed in the ordinance for the destruction of all records not governed by s. 7.23 or 59.52 (4) (a) or any other law prescribing a specific retention period may not be less than 7 years, unless a shorter period is fixed by the public records board under s. 16.61 (3) (e).

(d) 1. Except as provided in subd. 2., prior to any destruction of records under this subsection, except those specified within s. 59.52 (4) (a), at least 60 days' notice of such destruction shall be given in writing, to the historical society, which may preserve any records it determines to be of historical interest. Notice is not required for any records for which destruction has previously been approved by the historical society or in which the society has indicated that it has no interest for historical purposes. Records which have a confidential character while in the possession of the original custodian shall retain such confidential character after transfer to the historical society unless the director of the historical society, with the concurrence of the original custodian, determines that such records shall be made accessible to the public under such proper and reasonable rules as the historical society promulgates.

2. Subdivision 1. does not apply to patient health care records, as defined in s. 146.81 (4), that are in the custody or control of a local health department, as defined in s. 250.01 (4).

(e) The county board of any county may provide, by ordinance, a program for the keeping, preservation, retention and disposition of public records including the establishment of a committee on public records and may institute a records management service for the county and may appropriate funds to accomplish such purposes.

(f) District attorney records are state records and are subject to s. 978.07.

(6) A school district may provide for the destruction of obsolete school records. Prior to any such destruction, at least 60 days' notice in writing of such destruction shall be given to the historical

(2) The department may request technical and staff assistance from other state agencies in providing management and personnel consultative services to those units of government.

(3) The department may provide financial consulting services to a local exposition district created under subch. II of ch. 229.

History: 1979 c. 361; 2015 a. 60.

16.60 Services to nonprofit corporations. (1) The department of administration may provide, on a reimbursable basis, financial and management services for nonprofit corporations with which the state or its agencies has entered into leases and subleases for the construction and leasing of projects. Services provided under this section shall be in accordance with the request of the building commission as to the type and scope of service requested, the civil service range of the employee or employees assigned to them and the total reimbursement to be charged by the department of administration to the nonprofit corporations.

(2) The department or the legislature or any person delegated by the legislature may inspect and examine or cause an inspection and examination of all records relating to the construction of projects that are, or are to be, financed by a nonprofit corporation and leased or subleased by any state agency.

(3) The secretary or the secretary's designated representative shall serve in an advisory capacity to and be a nonvoting member of any nonprofit corporation with which the state or its agencies has entered into leases and subleases for the construction and leasing of projects.

History: 1983 a. 36 s. 96 (4); 1991 a. 316.

16.61 Records of state offices and other public records. (1) **PUBLIC RECORDS BOARD.** The public records board shall preserve for permanent use important state records, prescribe policies and standards that provide an orderly method for the disposition of other state records and rationalize and make more cost-effective the management of records by state agencies.

(2) **DEFINITIONS.** As used in this section:

(a) "Board" means the public records board.

(af) "Form" has the meaning specified in s. 16.97 (5p).

(am) "Microfilm reproduction" means any manner by which an image is reduced in size and reproduced on fine-grain, high resolution film.

(an) "Personally identifiable information" has the meaning specified in s. 19.62 (5).

(b) "Public records" means all books, papers, maps, photographs, films, recordings, optical discs, electronically formatted documents, or other documentary materials, regardless of physical form or characteristics, made or received by any state agency or its officers or employees in connection with the transaction of public business, and documents of any insurer that is liquidated or in the process of liquidation under ch. 645. "Public records" does not include:

1. Records and correspondence of any member of the legislature.

1m. Any state document received by a state document depository library.

2. Duplicate copies of materials the original copies of which are in the custody of the same state agency and which are maintained only for convenience or reference and for no other substantive purpose.

3. Materials in the possession of a library or museum made or acquired solely for reference or exhibition purposes.

4. Notices or invitations received by a state agency that were not solicited by the agency and that are not related to any official action taken, proposed or considered by the agency.

5. Drafts, notes, preliminary computations and like materials prepared for the originator's personal use or prepared by the originator in the name of a person for whom the originator is working.

6. Routing slips and envelopes.

(bm) "Records and forms officer" means a person designated by a state agency to comply with all records and forms management laws and rules under s. 15.04 (1) (j) and to act as a liaison between that state agency and the board.

(c) "Records series" means public records that are arranged under a manual or automated filing system, or are kept together as a unit, because they relate to a particular subject, result from the same activity, or have a particular form.

(cm) "Retention schedule" means instructions as to the length of time, the location and the form in which records series are to be kept and the method of filing records series.

(d) "State agency" means any officer, commission, board, department or bureau of state government.

(3) **POWERS AND DUTIES OF THE BOARD.** The board:

(a) Shall safeguard the legal, financial and historical interests of the state in public records.

(b) Upon the request of any state agency, county, town, city, village, or school district, may order upon such terms as the board finds necessary to safeguard the legal, financial, and historical interests of the state in public records, the destruction, reproduction by microfilm or other process, optical disc or electronic storage or the temporary or permanent retention or other disposition of public records.

(c) May promulgate rules to carry out the purposes of this section.

(d) Shall establish a system for the protection and preservation of essential public records that are necessary to the continuity of governmental functions in the event of a disaster, as defined in s. 323.02 (6), or the imminent threat of a disaster, and in establishing the system shall do all of the following:

1. Determine what records are essential for operation during a state of emergency and thereafter through consultation with all state departments and independent agencies and the administrator, establish the manner in which such records shall be preserved, and provide for their preservation.

2. Require every state department and independent agency to establish and maintain a preservation program for essential state public records.

3. Provide for security storage of essential state records.

4. Furnish state departments and independent agencies with copies of the final plan for preservation of essential public records.

5. Advise all political subdivisions of this state on preservation of essential public records.

(e) May establish the minimum period of time for retention before destruction of any county, city, town, village, metropolitan sewerage district or school district record.

(f) Shall cooperate with and advise records and forms officers.

(j) Shall establish a records management program for this state.

(L) Shall receive and investigate complaints about forms, except as provided in sub. (3n).

(o) May delegate any of the duties under this subsection to other state agencies.

(r) Shall consider recommendations and advice offered by records and forms officers.

(s) Shall recommend to the department procedures for the transfer of public records and records of the University of Wisconsin Hospitals and Clinics Authority to optical disc format, including procedures to ensure the authenticity, accuracy, and reliability of any public records or records of the University of Wisconsin Hospitals and Clinics Authority so transferred and procedures to ensure that such records are protected from unauthorized destruction. The board shall also recommend to the department qualitative standards for optical discs and copies of documents generated from optical discs used to store public records and records of the University of Wisconsin Hospitals and Clinics Authority.

(t) Shall recommend to the department qualitative standards for optical discs and for copies of documents generated from opti-

49 Updated 15–16 Wis. Stats.

cal discs used to store materials filed with local governmental units.

(tm) Shall recommend to the department qualitative standards for storage of records in electronic format and for copies of documents generated from electronically stored records filed with local governmental units.

(u) 1. Shall create a registry, in a format that may be accessed by computer terminal, describing the records series maintained by state agencies that contain personally identifiable information by using, to the maximum extent feasible, information submitted to the board in retention schedules under sub. (4) (b). The board may require state agencies to provide additional information necessary to create the registry. The board may not require a state agency to modify any records series described in the registry.

2. The registry shall not include any of the following:

a. Any records series that contains the results of a matching program, as defined in s. 19.62 (3), if the state agency using the records series destroys the records series within one year after the records series was created.

b. Mailing lists.

c. Telephone directories.

d. Records series pertaining exclusively to employees of a state agency.

e. Records series specified by the board that contain personally identifiable information incidental to the primary purpose for which the records series was created, such as the name of a salesperson or a vendor in a records series of purchase orders.

f. Records series relating to procurement or budgeting by a state agency.

3. The registry shall be designed to:

a. Ensure that state agencies are not maintaining any secret records series containing personally identifiable information.

b. Be comprehensible to an individual using the registry so that identification of records series maintained by state agencies that may contain personally identifiable information about the individual is facilitated.

c. Identify who may be contacted for further information on a records series.

(3L) EXECUTIVE SECRETARY. The department shall, with the consent of the board and based on qualifications approved by the board, appoint an official in the classified service to oversee the day-to-day execution of the board's duties, to serve as the executive secretary of the board and to coordinate the statewide records management program.

(3n) EXEMPT FORMS. The board may not receive or investigate complaints about the forms specified in s. 16.971 (2m).

(4) APPROVAL FOR DISPOSITION OF RECORDS. (a) All public records made or received by or in the custody of a state agency shall be and remain the property of the state. Those public records may not be disposed of without the written approval of the board.

(b) State agencies shall submit records retention schedules for all public records series in their custody to the board for its approval within one year after each record series has been received or created unless a shorter period of retention is authorized by law, in which case a retention schedule shall be submitted within that period. The board may alter retention periods for any records series; but if retention for a certain period is specifically required by law, the board may not decrease the length of that period. The board may not authorize the destruction of any public records during the period specified in s. 19.35 (5).

(c) A records retention schedule approved by the board on or after March 17, 1988, is effective for 10 years, unless otherwise specified by the board. At the end of the effective period, an agency shall resubmit a retention schedule for approval by the board. During the effective period, if approved by the board and the board has assigned a disposal authorization number to the public record or record series, a state agency may dispose of a public

DEPARTMENT OF ADMINISTRATION

16.61

record or record series according to the disposition requirements of the schedule without further approval by the board.

(5) TRANSFER OF PUBLIC RECORDS TO OPTICAL DISC OR ELECTRONIC FORMAT. (a) Subject to rules promulgated by the department under s. 16.611, any state agency may transfer to or maintain in optical disc or electronic format any public record in its custody and retain the public record in that format only.

(b) Subject to rules promulgated by the department under s. 16.611, state agencies shall maintain procedures to ensure the authenticity, accuracy, reliability, and accessibility of public records transferred to or maintained in optical disc or electronic format under par. (a).

(c) Subject to rules promulgated by the department under s. 16.611, state agencies that transfer to or maintain in optical disc or electronic format public records in their custody shall ensure that the public records stored in that format are protected from unauthorized destruction.

(6) PROCEDURE FOR MICROFILM REPRODUCTION OF PUBLIC RECORDS. Any state agency desiring to microfilm public records shall submit a request to the board for the microfilm reproduction of each records series to be reproduced together with any information the board requires. In granting or denying approval, the board shall consider factors such as the long-term value of the public records, the cost-effectiveness of microfilm reproduction compared with other records management techniques and the technology appropriate for the specific application. Upon receiving written approval from the board, any state agency may cause any public record to be microfilmed in compliance with this section and rules adopted pursuant thereto.

(7) WHEN COPY DEEMED ORIGINAL RECORD; STANDARDS FOR REPRODUCTION OF PUBLIC RECORDS. (a) Any microfilm reproduction of an original record, or a copy generated from an original record stored in optical disc or electronic format, is deemed an original public record if all of the following conditions are met:

NOTE: Sub (7) (title) gives effect to 1991 Act 39 and 2015 Wis. Act 196. Sub. (7) (title) was amended in 1991 Act 39 but that title was but inadvertently omitted from the 1993 to 2013 statutes. 2015 Wis. Act 196 created a new title for sub. (7) as all other subsections in s. 16.61 had titles.

1. Any device used to reproduce the record on film or to transfer the record to optical disc or electronic format and generate a copy of the record from optical disc or electronic format accurately reproduces the content of the original.

2. The reproduction is on film that complies with the minimum standards of quality for microfilm reproductions, as established by rule of the board, or the optical disc or electronic copy and the copy generated from optical disc or electronic format comply with the minimum standards of quality for such copies, as established by rule of the department under s. 16.611.

3. The film is processed and developed in accordance with the minimum standards established by the board.

4. The record is arranged, identified, and indexed so that any individual document or component of the record can be located with the use of proper equipment.

5. The state agency records and forms officer or other person designated by the head of the state agency or the custodian of any other record executes a statement of intent and purpose describing the record to be reproduced or transferred to optical disc or electronic format, the disposition of the original record, the disposal authorization number assigned by the board for public records of state agencies, the enabling ordinance or resolution for cities, towns, villages, or school districts, or the resolution that authorizes the reproduction, optical imaging, or electronic formatting for counties when required, and executes a certificate verifying that the record was received or created and microfilmed or transferred to optical disc or electronic format in the normal course of business and that the statement of intent and purpose is properly recorded as directed by the board.

(b) The statement of intent and purpose executed under par. (a) 5. is presumptive evidence of compliance with all conditions and standards prescribed by this subsection.

(c) Any microfilm reproduction of an original record which was made prior to April 18, 1986, in accordance with the standards in effect under the applicable laws and rules for authenticating the record at the time the reproduction was made is deemed an original record.

(8) **ADMISSIBLE IN EVIDENCE.** (a) Any microfilm reproduction of a public record meeting the requirements of sub. (7) or copy of a public record generated from an original record stored in optical disc or electronic format in compliance with this section shall be taken as, stand in lieu of, and have all the effect of the original document and shall be admissible in evidence in all courts and all other tribunals or agencies, administrative or otherwise, in all cases where the original document is admissible.

(b) Any enlarged copy of a microfilm reproduction of a public record made as provided by this section or any enlarged copy of a public record generated from an original record stored in optical disc or electronic format in compliance with this section that is certified by the custodian as provided in s. 889.08 shall have the same force as an actual-size copy.

(9) **PRESERVATION OF REPRODUCTIONS.** Provision shall be made for the preservation of any microfilm reproductions of public records and of any public records stored in optical disc or electronic format in conveniently accessible files in the agency of origin or its successor or in the state archives.

(10) **CONTRACTS FOR COPYING.** Contracts for microfilm reproduction, optical imaging or electronic storage of public records to be performed as provided in this section shall be made by the secretary as provided in ss. 16.70 to 16.77 and the cost of making such reproductions or optical discs or of electronic storage shall be paid out of the appropriation of the state agency having the reproduction made or the storage performed.

(11) **AUTHORITY TO REPRODUCE RECORDS.** Nothing in this section shall be construed to prohibit the responsible officer of any state agency from reproducing any document by any method when it is necessary to do so in the course of carrying out duties or functions in any case other than where the original document is to be destroyed; but no original public record may be destroyed after microfilming, optical imaging or electronic storage without the approval of the board unless authorized under sub. (4) or (5).

(12) **ACCESS TO REPRODUCTIONS AND COPIES.** All persons may examine and use the microfilm reproductions of public records and copies of public records generated from optical disc or electronic storage subject to such reasonable rules as may be made by the responsible officer of the state agency having custody of the same.

(13) **HISTORICAL SOCIETY AND UNIVERSITY ARCHIVES AS DEPOSITORIES.** (a) The historical society, as trustee for the state, shall be the ultimate depository of the archives of the state, and the board may transfer to the society such original records and reproductions as it deems proper and worthy of permanent preservation, including records and reproductions which the custodian thereof has been specifically directed by statute to preserve or keep in the custodian's office. The permanent preservation of records of the University of Wisconsin System may be accomplished under par. (b). The society may deposit in the regional depositories established under s. 44.10, title remaining with the society, the records of state agencies or their district or regional offices which are primarily created in the geographic area serviced by the depository, but the records of all central departments, offices, establishments and agencies shall remain in the main archives in the capital city under the society's immediate jurisdiction, except that the society may place the records temporarily at a regional depository for periods of time to be determined by the society. Nothing in this subsection nor in ch. 44 prevents the society's taking the steps for the safety of articles and materials

entrusted to its care in library, museum or archives, including temporary removal to safer locations, dictated by emergency conditions arising from a state of war, civil rebellion or other catastrophe.

(b) The board may designate an archival depository at each university as defined in s. 36.05 (13) which shall meet standards for university archival depositories established by the board with the advice of the board of regents and the historical society or their respective designated representatives. The board may transfer to the appropriate university archival depository all original records and reproductions the board deems worthy of permanent preservation.

(c) The historical society shall, in cooperation with the staff of the board, as soon as practicable, adequately and conveniently classify and arrange the state records or other official materials transferred to its care, for permanent preservation under this section and keep the records and other official materials accessible to all persons interested, under proper and reasonable rules promulgated by the historical society, consistent with s. 19.35. Copies of the records and other official materials shall, on application of any citizen of this state interested therein, be made and certified by the director of the historical society, or an authorized representative in charge, which certificate shall have the same force as if made by the official originally in charge of them.

(d) 1. Except as provided in subd. 2., records which have a confidential character while in the possession of the original custodian shall retain their confidential character after transfer to the historical society unless the board of curators of the historical society, with the concurrence of the original custodian or the custodian's legal successor, determines that the records shall be made accessible to the public under such proper and reasonable rules as the historical society promulgates. If the original custodian or the custodian's legal successor is no longer in existence, confidential records formerly in that person's possession may not be released by the board of curators unless the release is first approved by the public records board. For public records and other official materials transferred to the care of the university archival depository under par. (b), the chancellor of the university preserving the records shall have the power and duties assigned to the historical society under this section.

2. Notwithstanding subd. 1., a record which is transferred to an archival depository under this subsection and which has a confidential character shall be open to inspection and available for copying 75 years after creation of the record unless the custodian, pursuant to ss. 19.34 and 19.35, determines that the record shall be kept confidential.

(e) This subsection does not apply to patient health care records, as defined in s. 146.81 (4), that are in the custody or control of the department of health services.

History: 1975 c. 41 ss. 15, 52; 1975 c. 198 s. 65; 1975 c. 199; Stats. 1975 s. 16.61; 1977 c. 418; 1979 c. 32, 79, 93; 1979 c. 361 s. 113; 1981 c. 335; 1981 c. 350 ss. 9 to 12, 13; 1981 c. 391; 1983 a. 27, 524; 1985 a. 180 ss. 5 to 17, 30m; 1985 a. 332 s. 251 (1); 1987 a. 147 ss. 1 to 16, 25; 1987 a. 186; 1989 a. 31, 107, 248, 359; 1991 a. 39, 185, 269, 285, 315; 1993 a. 172, 213; 1995 a. 27 ss. 309 to 347, 9126 (19); 1995 a. 216, 225; 2001 a. 16; 2003 a. 33; 2007 a. 20 s. 9121 (6) (a); 2009 a. 42 ss. 2, 152; 2015 a. 196.

Cross-reference: See also s. Adm 12.01, Wis. adm. code.

16.611 State public records; optical disc and electronic storage. (1) In this section, "public records" has the meaning given under s. 16.61 (2) (b).

(2) (a) The department shall prescribe, by rule, procedures for the transfer of public records and records of the University of Wisconsin Hospitals and Clinics Authority and of the Wisconsin Aerospace Authority to optical disc or electronic format and for the maintenance of such records stored in optical disc or electronic format, including procedures to ensure the authenticity, accuracy, reliability, and accessibility of any public records or records of the University of Wisconsin Hospitals and Clinics Authority or of the Wisconsin Aerospace Authority so transferred and procedures to

ensure that such records are protected from unauthorized destruction.

(b) The department shall prescribe, by rule, procedures governing the operation of its optical disc and electronic storage facility under s. 16.62 (1) (bm).

(c) The department shall prescribe, by rule, qualitative standards for optical discs and for copies of documents generated from optical discs used to store public records and records of the University of Wisconsin Hospitals and Clinics Authority and of the Wisconsin Aerospace Authority.

(d) The department shall prescribe, by rule, qualitative standards for the storage of public records in electronic format and for copies of public records stored in electronic format.

(3) Prior to submitting any proposed rule prescribed under sub. (2) to the legislative council staff under s. 227.15 (1), the department shall refer the proposed rule to the public records board for its recommendations.

History: 1991 a. 39; 1995 a. 27, 216; 2005 a. 335; 2015 a. 196.

Cross-reference: See also s. Adm 12.01, Wis. adm. code.

16.612 Local government records; optical disc and electronic storage standards. (1) In this section, “local governmental unit” has the meaning given under s. 19.42 (7u).

(2) (a) The department shall prescribe, by rule, qualitative standards for optical discs and for copies of documents generated from optical discs used to store materials filed with local governmental units. Prior to submitting any such rule to the legislative council staff under s. 227.15 (1), the department shall refer the rule to the public records board for its recommendations.

(b) The department shall prescribe, by rule, qualitative standards for the storage of public records in electronic format and for copies of documents generated from electronically stored materials filed with local governmental units. Prior to submitting any such rule to the legislative council staff under s. 227.15 (1), the department shall refer the rule to the public records board for its recommendations.

History: 1991 a. 39; 1993 a. 172; 1995 a. 27; 2015 a. 196.

Cross-reference: See also s. Adm 12.01, Wis. adm. code.

16.62 Records management service. (1) The department shall establish and maintain a records management service:

(a) To advise and assist state agencies and the University of Wisconsin Hospitals and Clinics Authority in the establishment and operation of records management programs through the issuance of standards and procedures and provision of technical and management consulting services.

(b) To operate a state records center and a central microfilm facility for state agencies and the University of Wisconsin Hospitals and Clinics Authority and to promulgate rules necessary for efficient operation of the facilities.

(bm) To operate a storage facility for storage of public records and records of the University of Wisconsin Hospitals and Clinics Authority in optical disc or electronic format in accordance with rules, promulgated by the department under s. 16.611, governing operation of the facility.

(c) To periodically audit the records management programs of state agencies and the University of Wisconsin Hospitals and Clinics Authority and recommend improvements in records management practices.

(2) The department may establish user charges for records storage and retrieval services, with any moneys collected to be credited to the appropriation account under s. 20.505 (1) (im) or (kb). Such charges shall be structured to encourage efficient utilization of the services.

(3) The department may establish user fees for the services of the public records board. Any moneys collected shall be credited to the appropriation account under s. 20.505 (1) (kb).

History: 1975 c. 41, 224; Stats. 1975 s. 16.62; 1977 c. 29, 418; 1979 c. 34 s. 2102 (1) (b), (c); 1979 c. 175; 1981 c. 350; 1983 a. 27 ss. 87, 88, 1804 to 1806; 1985 a. 180

s. 30m; 1987 a. 27; 1987 a. 147 s. 25; 1991 a. 39; 1995 a. 27, 216; 2001 a. 16; 2015 a. 196.

16.63 Sale of state's rights to tobacco settlement agreement payments. (1) In this section:

(a) “Purchaser” means any person who has purchased the state’s right to receive any of the payments under the tobacco settlement agreement.

(b) “Tobacco settlement agreement” means the Attorneys General Master Tobacco Settlement Agreement of November 23, 1998.

(c) “Tobacco settlement revenues” means the right to receive settlement payments arising from or pursuant to the tobacco settlement agreement and all direct or indirect proceeds of that right.

(2) Before July 1, 2009, the secretary may sell for cash or other consideration the state’s right to receive any of the payments under the tobacco settlement agreement.

(3) The secretary may organize one or more nonstock corporations under ch. 181 or limited liability companies under ch. 183 for any purpose related to the sale of the state’s right to receive any of the payments under the tobacco settlement agreement and may take any action necessary to facilitate and complete the sale.

(3m) (a) If the secretary sells the state’s right to receive any of the payments under the tobacco settlement agreement, the secretary shall require, as a condition of the sale, that the purchaser notify the secretary if any bonds or other obligations are issued that are secured by any of the payments and provide the secretary with all information on the distribution of the bond or obligation proceeds.

(b) The secretary shall submit a report to the joint committee on finance that includes all of the information provided to the secretary by the purchaser under par. (a).

(4) (a) Tobacco settlement revenues may not be considered proceeds of any property that is not tobacco settlement revenues.

(b) Except as otherwise provided in this subsection, the creation, perfection, and enforcement of security interests in tobacco settlement revenues are governed by ch. 409. Notwithstanding ch. 409, with regard to creating, perfecting, and enforcing a valid security interest in tobacco settlement revenues:

1. If this state or the Wisconsin Health and Educational Facilities Authority is the debtor in the transaction, the proper place to file the required financing statement to perfect the security interest is the department of financial institutions.

2. The required financing statement shall include a description of collateral that describes the collateral as general intangibles consisting of the right to receive settlement payments arising from or pursuant to the tobacco settlement agreement and all proceeds of that right. The required financing statement may include any additional description of collateral that is legally sufficient under the laws of this state.

3. The tobacco settlement revenues are general intangibles for purposes of ch. 409.

4. A security interest perfected under this paragraph is enforceable against the debtor, any assignee or grantee, and all 3rd parties, including creditors under any lien obtained by judicial proceedings, subject only to the rights of any 3rd parties holding security interests in the tobacco settlement revenues previously perfected under this paragraph. Unless the applicable security agreement provides otherwise, a perfected security interest in the tobacco settlement revenues is a continuously perfected security interest in all tobacco settlement revenues existing on the date of the agreement or arising after the date of the agreement. A security interest perfected under this paragraph has priority over any other lien created by operation of law or otherwise, which subsequently attaches to the tobacco settlement revenues.

5. The priority of a security interest created under this paragraph is not affected by the commingling of proceeds arising from the tobacco settlement revenues with other amounts.