STATE OF WISCONSIN
Senate Journal
Ninety−Sixth Regular Session

WEDNESDAY, May 21, 2003

The Chief Clerk makes the following entries under the above date.

The Chief Clerk makes the following entries dated **Tuesday**, **May 20**, **2003**.

CHIEF CLERK'S ENTRIES

The committee on **Education, Ethics and Elections** reports and recommends:

Assembly Bill 1

Relating to: official action in return for providing or withholding political contributions, services, or other things of value and providing a penalty.

Introduction and adoption of Senate Amendment 1.

Ayes, 5 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp and Hansen.
Noes, 2 − Senators Jauch and Robson.

Concurrence as amended.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Assembly Bill 111

Relating to: requiring identification in order to vote at a polling place or obtain an absentee ballot, the fee for an identification card issued by the Department of Transportation, and making an appropriation.

Introduction and adoption of Senate Amendment 1.

Ayes, 6 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch and Hansen.
Noes, 1 − Senator Robson.

Concurrence as amended.

Ayes, 4 − Senators Ellis, S. Fitzgerald, Reynolds and Stepp.
Noes, 3 − Senators Jauch, Robson and Hansen.

Senate Bill 11

Relating to: creation of an Ethics and Elections Accountability and Control Board and making appropriations.

Introduction of Senate Substitute Amendment 1.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Introduction and adoption of Senate Amendment 1 to Senate Substitute Amendment 1.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Adoption of Senate Substitute Amendment 1.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Passage as amended.

Ayes, 6 − Senators Ellis, S. Fitzgerald, Stepp, Jauch, Robson and Hansen.
Noes, 1 − Senator Reynolds.

Senate Bill 18

Relating to: nomination of major party candidates for the office of lieutenant governor and filling vacancies in certain nominations.

Passage.

Ayes, 4 − Senators Ellis, S. Fitzgerald, Reynolds and Stepp.
Noes, 3 − Senators Jauch, Robson and Hansen.

Senate Bill 22

Relating to: official action in return for providing or withholding political contributions, services, or other things of value and providing a penalty.

Introduction and adoption of Senate Substitute Amendment 1.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Passage as amended.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Senate Bill 25

Relating to: open enrollment in public schools and requiring the exercise of rule−making authority.

Introduction and adoption of Senate Substitute Amendment 1.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Passage as amended.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Senate Bill 60

Relating to: leasing of school property.

Passage.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Senate Bill 68

Relating to: requiring electors to present identification in order to vote at a polling place.

Introduction and adoption of Senate Substitute Amendment 1.

Ayes, 7 − Senators Ellis, S. Fitzgerald, Reynolds, Stepp, Jauch, Robson and Hansen.
Noes, 0 − None.

Passage as amended.

Ayes, 4 − Senators Ellis, S. Fitzgerald, Reynolds and Stepp.
Noes, 3 − Senators Jauch, Robson and Hansen.

Michael Ellis
Chairperson

INTRODUCTION, FIRST READING AND REFERENCE OF PROPOSALS

Read and referred:

Senate Joint Resolution 34

Relating to: discouraging the procurement of Tyson Foods products.

By Senators Erpenbach, Carpenter, Chvala, Decker, Hansen, Breske, Risser, Plale, George, Robson and Wirch; cosponsored by Representatives Pocan, Sinicki, Cullen, Black, Berceau, Zepnick, Van Akkeren, Plouff, Coggs and Schooff.

To committee on **Labor, Small Business Development and Consumer Affairs**.

Senate Bill 170

Relating to: the Veterans Mortgage Loan Program, veterans tuition and fee reimbursement, authority for the Department of Veterans Affairs to acquire a headquarters building, departmental delivery of services to veterans, veterans personal loans, eligibility for burial at a veterans cemetery, part−time study grants for veterans, housing loans for veterans, mortgage loan repayment fund, grants to county veteran service offices, national guard tuition grants, granting rule−making authority, and making an appropriation.

By Senators Brown, Schultz, Zien, Welch, Decker, Stepp, S. Fitzgerald, A. Lasee, Roessler, Darling, George, Kedzie, Jauch, Kanavas, Breske, Wirch, Hansen, Leibham, Harsdorf, Carpenter, Plale and Lassa; cosponsored by Representatives Musser, Petrowski, Suder, Kreuser, Turner, Vrakas, Gronemus, Kreibich, Boyle, Pettis, Morris, Hahn, Owens, M. Lehman, Seratti, Balow, Miller, Young, Underheim, Travis, Montgomery, Bies, Hines, Rhoades, D. Meyer, Krawczyk, Kestell, Black, Ladwig, Loeffelholz, Johnsrud, Hebl, J. Fitzgerald, Ott, Freese, Townsend, Gunderson, Olsen, Van Roy, Wieckert, Stone, Ward, Hundertmark, Coggs, Nass, Schneider, Jeskewitz, Shilling, Huber, McCormick, Vukmir, J. Wood, Gundrum, Berceau, Kaufert, Plouff, Nischke, Richards, Zepnick, Towns, Huebsch, Colon and Sinicki.

To committee on **Homeland Security, Veterans and Military Affairs and Government Reform**.

Senate Bill 171

Relating to: reimbursement of actual and necessary expenses of legislators.

By Senator Hansen; cosponsored by Representatives J. Lehman and Zepnick.

To committee on **Senate Organization**.

Senate Bill 172

Relating to: requiring certain college students to be vaccinated against or be informed about meningococcal disease.

By Senators Schultz, S. Fitzgerald and Breske; cosponsored by Representatives Kreibich, Gard, Jensen, Huebsch, Gronemus, Schneider, Jeskewitz, Ward, Freese, Pettis, McCormick, Ott, Seratti, Suder, Shilling, Wasserman, Lothian, Hahn, Gottlieb, Balow, Olsen and Bies.

To committee on **Higher Education and Tourism**.

Senate Bill 173

Relating to: the agricultural producer security program, granting rule−making authority, and making an appropriation.

By Senators Brown, Schultz, Lassa and Roessler; cosponsored by Representatives Ott, Gronemus, Gunderson, Pettis, Loeffelholz, Musser, Freese, Townsend and Petrowski.

To committee on **Agriculture, Financial Institutions and Insurance**.

Senate Bill 174

Relating to: claiming the technology zone tax credit.

By Senators Harsdorf, Lassa, Jauch, Zien, Schultz, Kanavas, Stepp, Wirch and Roessler; cosponsored by Representatives Suder, Nass, Vruwink, Hahn, Pettis, Albers, Friske, Seratti, Towns, McCormick, Hines, Jensen, Ainsworth, Townsend, Krawczyk and Petrowski.

To committee on **Economic Development, Job Creation and Housing**.

Senate Bill 175

Relating to: requiring instruction in public schools on the history of organized labor in America and the collective bargaining process.

By Senators Hansen, Decker, Chvala, Robson and Plale; cosponsored by Representatives Zepnick, J. Lehman, Kreuser, Richards, Vruwink, Morris, Balow, Sinicki, Black, Pocan, Berceau and Steinbrink.

To committee on **Education, Ethics and Elections**.

Senate Bill 176

Relating to: authorizing municipal insurance mutuals to provide property insurance.

By Senators Schultz, S. Fitzgerald, Cowles and Roessler; cosponsored by Representatives Ladwig, Gard, Albers, Ainsworth, Ott, Gronemus, Krawczyk, Taylor, Turner, Hines and Huber.

To committee on **Agriculture, Financial Institutions and Insurance**.

PETITIONS AND COMMUNICATIONS

State of Wisconsin
Office of the Governor

May 19, 2003

To the Honorable, the Senate:

The following bill(s), originating in the Senate, have been approved, signed and deposited in the office of the Secretary of State:

Bill Number	Act Number	Date Approved
Senate Bill 24	**Wisconsin Act 23**	May 19, 2003

Sincerely,
JIM DOYLE
Governor

State of Wisconsin
Office of the Secretary of State

To the Honorable, the Senate:

Bill, Joint Resolution or Resolution Number	Act Number or Enrolled Number	Publication Date
Senate Bill 24	Wisconsin Act 23	June 2, 2003

Sincerely,
DOUGLAS LA FOLLETTE
Secretary of State

State of Wisconsin
Commissioner of Insurance

May 12, 2003

The Honorable, The Legislature:

In accordance with s. 601.427(9), Wis. Stat., I am pleased to submit this report to the Wisconsin Legislature. This report is to evaluate the impact that 1995 Wisconsin Act 10 has had on the following:

(a) The number of health care providers practicing in Wisconsin.

(b) The fees that health care providers pay under s. 655.27(3), Wis. Stats.

(c) The premiums that health care providers pay for health care liability insurance.

The evaluation performed included the collection and analysis of statistics regarding the number of health care providers and premiums charged for health care liability insurance. Analysis of these statistics determined the only discernable effect on these areas has been an estimated $88 million dollars reduction in the actuarially determined assessment levels under s, 655.27 (3), Wis. Stats., over the last seven years.

The attached report provides information regarding the background of Act 10, the statistics collected and the analysis performed.

Sincerely,

JORGE GOMEZ
Commissioner

State of Wisconsin
Claims Board

May 19, 2003

The Honorable, The Senate:

Enclosed is the report of the State Claims Board covering the claims heard on April 25, 2003.

The amounts recommended for payment under $5,000 on claims included in this report have, under the provisions of s. 16.007, Stats., been paid directly by the Board.

The Board is preparing the bill(s) on the recommended award(s) over $5,000, if any, and will submit such to the Joint Finance Committee for legislative introduction.

This report is for the information of the Legislature. The Board would appreciate your acceptance and spreading of it upon the Journal to inform the members of the Legislature.

Sincerely,

JOHN E. ROTHSCHILD
Secretary

STATE OF WISCONSIN CLAIMS BOARD

The State Claims Board conducted hearings at the Department of Administration Building, St. Croix Room, Madison, Wisconsin, on April 25, 2003, upon the following claims:

Claimant	Agency	Amount
1.Julie & Mike Savidusky	Health and Family Services	$5,000.00
2.University Avenue Stamps	Wisconsin State Fair Park	$350.00
3.Mullins Cheese, Inc.	Agriculture, Trade & Consumer Protection	$17,568.12
4.Colleen Eidt	Revenue	$3,540.94
5.George T. Harrell	Revenue	$5,980.39
6.Jeffrey LaBudda	Employee Trust Funds	$1,016.14

In addition, the following claims were considered and decided without hearings:

Claimant	Agency	Amount
7.Frank T. Teumer	Natural Resources	$1,529.75
8.Martha Gesch	Revenue	$21,000.00
9.Kimberly M. Aldridge	Health and Family Services	$3,191.76
10.Chris Hendrickson	Health and Family Services/Administration	$1,142.15
11.Millers Classified Insurance	Administration	$1,563.17
12.Thomas M. Barcz	Administration	$941.05
13.Robert L. Collins−Bey	Corrections	$2,221.25
14.Berrell Freeman	Corrections	$800.00
15. David K. Dellis	Corrections	$82.25

The Board Finds:

1. Mike and Julie Savidusky of Madison, Wisconsin claim $5,000.00 for medical expenses not covered by the BadgerCare program. In 2001, the claimants were invited on a wedding related three−day cruise to the Bahamas, with all expenses paid by their hosts. The claimants were participants in the BadgerCare program. Before leaving on the trip, Mr. Savidusky consulted their *Dean Health Plan Medicaid/BadgerCare Handbook* to determine if they needed to purchase the health insurance offered by the cruise line. Nothing in the handbook indicated that BadgerCare had any geographic restrictions on coverage, it simply stated, "For severe emergencies, go to the nearest hospital, clinic or doctor." Based on this information, they believed they would be covered during the trip and therefore did not purchase the additional insurance. During the trip, while walking on the beach in Nassau, Ms. Savidusky suffered a grand mal seizure, during which she stopped breathing and had no pulse. Her husband administered CPR and Ms. Savidusky was hospitalized for six days. The hospital required payment up front and a family friend loaned money to the claimants to cover the bill. Mr.Savidusky made several calls to Dean Health while in the Bahamas and after they returned home and was assured each time that the costs would be covered by BadgerCare. Two months later BadgerCare informed the claimants that their medical expenses would not be covered because treatment occurred outside the territory of the US, Mexico and/or Canada – a restriction allegedly set forth in a document titled *Eligibility and Benefits Handbook*. The claimants state that they have never received any handbook by this name. The claimants filed a grievance with Dean Health, which was denied based on the geographic restriction. Dean Health alleged that it was the State's responsibility to provide the claimants with the *Eligibility and Benefits Handbook*. The claimants filed an appeal with the State's Division of Hearing and Appeals. Administrative Law Judge, Kenneth Adler, ruled that coverage

could not be granted because of the geographic restrictions set forth in the BadgerCare rules, but also stated that the claimants might have a case in equity. Judge Adler noted that although DHFS claimed that the claimants "should" have received a copy of the *Eligibility and Benefits Handbook*, they could not verify that the claimants' caseworker had ever provided it to them and, in fact, no one from DHFS was even able to produce a copy of this handbook. The claimants state that they relied on the only rules that they were given, which made no mention of geographic restrictions. The medical expenses they incurred totaled $7,070.75. Based on their legal research, the claimants do not believe that they have a legal claim against Dean Care. The claimants are aware of the Board's $5,000.00 limit and, rather than dealing with additional delays that would be caused by legislation required for the full amount, they request payment of $5,000 to cover the majority of their expenses.

DHFS does not contest payment of this claim. Although the medical services provided to the claimants in the Bahamas are not covered under the laws governing the BadgerCare program, DHFS admits that this lack of coverage may not have been made clear to the claimants prior to their trip. DHFS has no objection to approval of this claim by the Claims Board but points to the fact that there is no DHFS appropriation to recommend as a payment source. Section HFS 104.01(11) prohibits direct recipient reimbursement with program funds and it appears that the provider has already been paid.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

2. **University Avenue Stamps** of Madison, Wisconsin claims $350.00 for damage to stamps incurred at the MILCOPEX 2002 Stamp Show, which took place at Wisconsin State Fair Park in September 2002. The claimant was an exhibitor at the show. The claimant set up his display using the tables that were provided by SFP for the event. The claimant states that the table he used did not appear to be wet and that the surface was dry to the touch. The claimant placed a cloth on the table, arranged his stamps, which were displayed in packages that had paper backings, and then placed a sheet of Plexiglas over the top of the table to protect the stamps. The claimant later discovered that some of his stamps had water damage and that the table was wet to the touch. The claimant believes there was moisture inside the table surface, which his tablecloth absorbed and which then became trapped under the Plexiglas. In response to SFP's assertion that he should have dried off the table before using it, the claimant states that there was no moisture evident on the table when he set up his display and that he never would have placed his stamps on the table if he had known it was damp. The claimant believes that, although the top of the table had dried out, there was apparently still moisture trapped inside the table surface. The claimant believes that SFP stored the tables improperly by letting them get wet and then not allowing them to dry completely before using them again. The stamps for which the claimant is requesting reimbursement were in mint condition and had never been used. The moisture from the table caused the stamps to adhere to the paper backing and they therefore are no longer considered unused because the gum on the back of the stamp has been disturbed. Stamps with disturbed gum are no longer considered unused and their value is decreased to that of a used stamp. Finally, the claimant points to the fact that the host of the event, the Milwaukee Philatelic Society, fully supports his claim as shown in their statement submited with his claim documents. In support of the claimant, MPS states that they believe that SFP is responsible for providing facilities and equipment that are ready for use and that do not cause their show any loss or damage.

SFP recommends that this claim not be paid. SFP believes that if moisture was the cause of the damage to the claimant's stamps, the primary responsibility rests with the claimant to dry the table before using it. SFP believes that it is the claimant's responsibility to protect the quality of his stamps. SFP states that the event at which the claimant exhibited his stamps was conducted by the Milwaukee Philatelic Society. While SFP provides the tables for the event, they are actually set up by MPS and therefore any secondary responsibility for drying the tables would rest with MPS. SFP also points to the fact that MPS' contract with the state has a hold harmless agreement, releasing the state from liability. MPS also has a contract with each exhibitor, which includes a hold harmless agreement for both MPS and SFP.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

3. **Mullins Cheese, Inc.,** of Mosinee, Wisconsin claims $17,568.12 for damages allegedly caused by milk testing conducted by DATCP. The claimant alleges that its own test, the test performed by DATCP and tests conducted by a third−party laboratory all were negative for antibiotics in excess of established limits. The claimant states that DATCP refused to accept their test results and ordered them to hold all cheese and whey protein concentrate but requested that they destroy their whey cream. The claimant alleges that DATCP eventually agreed to allow samples to be sent to a FDA lab in Colorado and that this lab's test also came back negative. The claimant's whey cream had been delivered to Grassland Dairy and had been mixed into an even larger amount of whey cream from other sources. The claimant states that it continued processing the tested milk because it had no reason to believe that the tests would be positive, based on its own negative test results. Grassland voluntarily destroyed the 42,132 pounds of whey cream that had been mixed with the claimant's whey cream. Grassland Dairy's insurance carrier denied their claim for the dumped cream and the claimant reimbursed them for their damages. The claimant believes that DATCP's actions were inappropriate and that state personnel were uncooperative. He requests reimbursement for the amount he had to pay Grassland Dairy for the dumped whey cream.

DATCP recommends denial of this claim. DATCP conducted a regularly scheduled, unannounced inspection of Mullins Cheese. Pursuant to state and federal rules, this inspection included testing milk for antibiotics beyond the legal limits. DATCP states that on a number of previous occasions it has explained its FDA−approved test procedure, which is different from and more sensitive than the claimant's. DATCP also states that it has previously encouraged Mullins not to mingle loads of milk that has been sampled until it receives the tests results from DATCP. DATCP alleges that it is standard industry practice to hold tested milk until the results are received from DATCP.

Ignoring DATCP's advice, the claimant chose to mix the tested milk into other loads, process it into cheese and other products, and ship these products to other dairies before receiving the test results. The day after the testing, DATCP notified the claimant that the milk contained unacceptably high levels of antibiotics. Two days later, DATCP requested that the claimant dispose of adulterated products. The claimant requested that the samples be sent to a FDA lab and DATCP voluntarily agreed to do so at no cost to the claimant. This testing was expected to take 2 weeks to complete and all finished products from the original milk load were put on hold. Because of its short shelf life, the claimant and one of its customers voluntarily destroyed loads of permeate made from the original milk load and Grassland Dairy voluntarily destroyed 42,132 pounds of adulterated whey cream. DATCP states that, contrary to the claimant's assertion, the FDA lab confirmed DATCP's findings concerning the level of drug residue in the milk. The FDA's test is more sensitive than the tests done by either DATCP or the claimant and allowed the FDA lab to specifically identify the antibiotic. Once the drug was identified, DATCP did determine that the residue was within acceptable limits for that particular drug and released the claimant's cheese inventory. DATCP denies ever ordering the claimant or any of its customers to destroy product. DATCP points to the fact that it was not required to send the samples to the FDA lab but did so solely in order to assist the claimant in hopes of saving some of his product. DATCP states that the claimant chose to disregard DATCP advice when it continued to process tested milk before knowing the test results. DATCP does not believe the state should reward the claimant by paying for damages caused by his own poor judgement and risky behavior.

The board recommends that the claim be paid in the amount of $17,568.12 based on equitable principles.

4. **Colleen Eidt** of Brookfield, Wisconsin claims $3,540.94 for overpayment of taxes related to adjustments made by DOR to her 1993−1997 taxes. The Internal Revenue Service made adjustments to the claimant's 1994 income taxes. DOR was notified by the IRS, made the same 1994 adjustments and also made adjustments to her rental income calculations for 1993−1997. DOR issued assessments for amounts allegedly due by the claimant after these adjustments were made. The claimant paid the assessments through a combination of direct payments and intercepted tax refunds. The claimant admits that there were errors made in the rental income but believes that the errors result in relatively small adjustments ($200 to $400) not the $3,540.94 collected by DOR. The claimant apologizes for not sending information requested by DOR earlier in order to clear up ownership of the property in question. The claimant admits that she made some errors on her taxes but believes that DOR collected money far in excess of what she actually owed and requests that she be reimbursed her overpayment.

DOR recommends denial of this claim. DOR records indicate that it issued two assessments related to this matter, both of which were due in March 1999 and neither of which were appealed within the required 60−day period. DOR states that it had several contacts with the claimant's Power of Attorney in 2000 and that he was informed of the 2−year statute of limitations by the Revenue Agent. Based on the dates the assessments were issued, the statute of limitations expired in December 2000 and January 2001 for the two assessments. DOR states that it specifically requested copies of the claimant's divorce decree in order to verify that she had been awarded the property in question in 1995 as she alleged. DOR states that the claimant failed to provide this requested documentation in her October 2001 response, so DOR determined that its assessments were correct. Finally, DOR states that there is no basis for the claimant's assertion that because the IRS accepted a correction of the assessment that the State of Wisconsin should respond in a similar manner. The federal adjustment to which the claimant refers relates to 1994 unreported nonemployee compensation, not rental income, which is the subject of this claim.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

5. **George T. Harrell** of Milwaukee, Wisconsin claims $5,980.39 for garnishment of his wages for allegedly overdue estimated employee withholding tax assessments. The claimant states that he was President and sole owner of Greenwood Roofing Contractors, Inc. He states that he closed this business in December 1988 but that DOR continued to send him estimated delinquent tax notices. He states that he was not reachable and received no mail from DOR for a period of two years after he sold his business. He states that he appeared before a DOR revenue agent in November 2000 and cleared up the matter. The claimant states that he did not contest the garnishments earlier because he simply assumed that he owed the money. He states that DOR informed him in February 2003 that he had over−paid his account by $5,980.39. The claimant alleges that he was never informed that he had any refund for overpayment due and that he therefore feels that the statute of limitations should not apply to his situation.

DOR recommends denial of this claim. DOR states that when the claimant closed his business, he failed to properly notify DOR to inactivate his employer's withholding tax permit. As a result, DOR issued estimated employee withholding tax assessments to the claimant's corporation. The claimant did not appeal those assessments within the statutory appeal period. DOR states that between 1993 and 2001 it issued delinquent notices, hearing notices and amnesty notices, intercepted the claimant's 1996 and 1997 income tax refunds and certified his wages in 1997, 1998 and 1999. DOR states that at no time during this entire period did the claimant ever contact DOR to resolve the issue. DOR collected a total of $6,023.39. In May 2001 the claimant finally appeared at a hearing and notified DOR that his business had closed in 1988. The two−year statute of limitations for filing a claim for refund expired on March 31, 1995.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

6. **Jeffrey LaBudda** of Park Falls, Wisconsin claims $1,016.14 for payment of attorney's fees. Prior to his May 1993 retirement from state service, the claimant received two payments for sick leave reimbursement as part of a worker's compensation settlement. In October 2000, the claimant received a notice from DETF alleging that he had received a $1,744.45 worker's comp. payment in May of 1994, almost a year after he had retired, which was not allowed. The letter

stated that the claimant had to reimburse DETF or the amount would be withheld from his retirement checks. The claimant states that he could find no record of such a payment and therefore appealed DETF's determination and hired an attorney. The claimant states that several days after the pre−hearing conference, he received a letter from DETF clarifying that the alleged payment had been issued by two disbursements ($610.71 and $1,133.74) in May 1994. The claimant appealed this second determination. He searched his records and he found that the amounts given by DETF were identical to the amounts of his sick leave payments from 1993. The claimant alleges that at the pre−hearing conference for this second appeal, he presented evidence that these payments had been made prior to his 1993 retirement and states that the DETF attorney admitted that there appeared to be an error in DETF's computer records. The claimant states that DETF's attorney also said he would investigate and contact the claimant. After several months went by, the claimant received a letter from another individual at DETF agreeing that the payments were made in 1993 and that he did not owe the money. The claimant again contacted the Hearing Examiner regarding the status of his appeal and was told that the last letter from DETF rendered his appeal moot and that he could not be awarded fees because the appeal had been dismissed. The claimant believes that it is solely because of DETF's error that he was required to hire an attorney. He disputes DETF's claim that the attorney's fees for his second appeal should not be paid because his second appeal was in response to a second incorrect determination by DETF. The claimant does not believe it is just that he should have to pay costs that were caused by DETF's computer errors, negligent investigation and repeated delays.

DETF does not believe that this claim is entirely reasonable because it appears to include charges for other matters. DETF points to the fact that the billings submitted by the claimant do not distinguish between his original appeal and a subsequent appeal which was withdrawn by the claimant. DETF also believes that the actual work necessary to resolve this matter involved the claimant searching his own records, which did not require the assistance of skilled legal counsel at $150 per hour. DETF acknowledges that finding the records did involve some effort on the claimant's part, but he appears to have found the documents himself and provided them to his attorney. DETF believes that if the board determines that payment should be made, that the claimant should only be reimbursed for part of his claimed amount. DETF reminds the board that DETF does not have authority to or an appropriation from which it can pay the claimant directly and that the Claims Board lacks the authority to order payment from the Public Employee Trust Fund. [74 Op. Atty. Gen. 193, 196 (1985)].

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

7. **Frank T. Teumer** of Necedah, Wisconsin claims $1,529.75 for damage to boat trailer which allegedly occurred at Buckhorn State Park in September 2002. The claimant states that he backed his boat down a ramp at the park, unloaded the boat, and tried to drive the trailer back up the ramp. The claimant states that the trailer became wedged in a drop off at the bottom of the ramp. It took the assistance of several others to extricate the trailer and it was damaged in the process. The claimant obtained repair estimates and found that it would cost more to fix the damaged trailer than to purchase a new one. The claimant requests reimbursement for the cost of a new trailer.

DNR recommends denial of this claim. DNR believes that this claim is directly covered by the Recreational Immunity Law (s. 895.52, Stats.), which states that property owners are not responsible for property damage which arises from recreational activities on state lands. DNR believes that the drop off discovered by the claimant was caused by individuals power−loading their boats onto trailers. (A depression is created at the base of the ramp by the motor running in shallow water.) DNR also believes that the state had little control over this situation. Although park staff inspects the launch regularly as required by law, it is impossible for them to do so on a daily basis. DNR states that a single incident of power−loading could have been enough to cause the depression that caught the claimant's trailer. DNR states that making the state responsible for these types of damages would most likely cause them to reconsider maintaining this and other boat launches. On the basis of the Recreational Immunity Law and absent any clear showing of negligence by its employees, the DNR believes this claim should be denied.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

8. **Martha Gesch** of Wauwatosa, Wisconsin claims $21,000.00 for reimbursement of monies garnished for taxes not owed. The claimant states that, due to extreme personal hardship, she stopped filing income taxes in 1992. The claimant states that she experienced personal difficulties in the two years leading up to the time when she stopped filing including the death of her husband, being mugged and hospitalized, and attempting to cope with the unpaid portions of the ensuing medical bills from her hospitalization. She also states that between 1992 and 1999 a family member was jailed, the claimant was harassed by evicted tenants, she had surgery, broke her wrist, was laid off from her job of 27 years and was hospitalized after being struck by a car. The claimant states that all of these incidents, in addition to her inability to drive, made it extremely difficult to deal with her tax issues. The claimant points to the fact that she only would have owed $623 if she had filed in a timely fashion, not the $21,000 taken by DOR. She also points to the fact that, although she was not required by law to file taxes because of her low income in 1998, 1999 and 2000, DOR continued to tell her she had to file. The claimant admits that she should pay some penalty for not filing her taxes for the years in question, but believes that an overpayment of $21,000 is extreme. The claimant believes that this is especially true in light of the fact that her failure to file was not caused by a desire to avoid paying taxes, but by the many and unexpected personal hardships she faced during those years.

DOR recommends denial of this claim. DOR states that its assessments are based on a high estimate of a non−filer's income as a means to encourage the taxpayer to file the returns and pay the actual tax owed. In this instance the claimant failed to file income taxes for 1992 through 1996 and DOR issued three estimated assessments to cover those years. DOR states that it had a number of contacts with the claimant in an attempt to resolve the account, including a personal home visit and weekly discussions with her Power of Attorney in October and

November of 1999. DOR records also indicate that the claimant made several promises to file the requested returns and that, in response, the department agreed to delay garnishments and made other agreements to assist her. The claimant failed to file the requested returns until DOR initiated action to sell her rental property in 2002 in order to pay the assessment. DOR states that the two−year statute of limitations for the claimant to request a refund expired in December 1999.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

9. **Kimberley M. Aldridge** of Deforest, Wisconsin claims $3,191.76 for wages not received because of a lapse in her professional certification. The claimant is an independent Medicaid provider and has provided respiratory care services (RCS) to a ventilator−dependent client for two and a half years. The claimant is paid for her services through Electronic Data Systems (EDS) on behalf of the Medicaid program. When she did not receive her regular paycheck on October 26, 2001, the claimant contacted EDS and was told that she could not be paid because her RCS certification had expired on October 22, 2001. The claimant states that she contacted the client's case manager to inform her that the certification had expired and that another provider would have to be found for the client until the claimant could get re−certified. The claimant states that the case manager contacted other nurse providers as well as private companies, such as Visiting Nurse Service, in an attempt to find a temporary replacement provider but was unable to do so. The claimant states that she was therefore obligated to continue working for the client without pay until she could be re−certified. The claimant states that the earliest re−certification class available was on November 12, 2001, therefore, she had to work from October 23 through November 6 (99 hours) without pay. The claimant believes she should not suffer financial hardship because continued to provide services to a dependent client. The claimant requests reimbursement for her lost wages in the amount of $3,191.76.

DHFS recommends denial of this claim. DHFS states that, by law, Medicaid payments may only be made to Medicaid−certified providers. The claimant has been certified to provide RCS since 1998. DHFS states that the last time the claimant re−certified in October 1999 she was informed that the re−certification was limited and that she would need to attend additional training before the two−year expiration. DHFS states that the claimant was specifically reminded that it was her responsibility to meet this requirement before her certification lapsed in October 2001 but that she failed to do so. Medicaid rules do not allow for payment to uncertified providers. DHFS points to the fact that the required retraining is provided on a monthly basis, at a minimum of ten sites around the state. DHFS believes that the claimant had easy access to the training and should have made the necessary arrangements. DHFS also points to the fact that, although the claimant states that the case manager could not find a replacement provider, it was actually the claimant's responsibility to do so. Medicaid rules require providers such as the claimant to maintain regular arrangements for a back up provider who can step in if the primary provider is unavailable. It appears that the claimant did not have a back up provider in place as required by Medicaid. DHFS believes that any losses suffered by the claimant were caused by her own negligence. If she had planned ahead regarding the re−certification training or had an alternate provider in place as required, she would not have been in the position of having to provide services without being paid.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

10. **Chris Hendrickson** of Madison, Wisconsin claims $1,142.15 for vehicle damage caused by a state employee. The claimant, also a state employee, parks his vehicle in an assigned spot behind the Wilson State Office Building. In June 2002, while backing out of a nearby parking space, another state employee struck the claimant's vehicle. A report was filed with the Capitol Police. The claimant obtained two repair estimates and submitted them to an employee at DHFS's fleet office, who later indicated that she forwarded the materials to Risk Management at DOA. The claimant states that several months went by without hearing anything so he contacted Risk Management and was told that they never received the estimates from DHFS. DOA also informed the claimant that the deadline for filing with Risk Management had passed and that they could no longer assist him. The claimant gathered and submitted information as instructed and requests reimbursement for the cost of repairing his vehicle.

DHFS recommends payment of this claim in the reduced amount of $831.30. DHFS agrees with the facts of the situation as presented by the claimant. DOA Risk Management has indicated that if they had received the estimates in a timely manner, they most likely would have reimbursed the claimant 100% of the lowest repair estimate. DHFS therefore recommends payment of the lower of the two estimates in the amount of $831.30.

The Board concludes the claim should be paid in the reduced amount of $831.30 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Administration appropriation s. 20.505(2)(k), Stats. *[Member Rothschild not participating.]*

11. **Millers Classified Insurance** of Alton, Illinois claims $1,563.17 for vehicle damage caused by a falling tree branch. The claimant's insured had parked her vehicle on the Capitol Square in October 2002. She was in a restaurant across the street for ten minutes when someone told her a tree branch had fallen on her car. The branch destroyed the windshield and scratched the top and hood of the vehicle. The claimant is the insurer for this vehicle and requests reimbursement for the costs to repair the vehicle and provide a rental vehicle to their insured.

DOA recommends denial of this claim based on the Claims Board's long−standing history of denying subrogation claims.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. *[Member Rothschild not participating.]*

12. **Thomas M. Barcz** of Madison, Wisconsin claims $941.05 for damages to a vehicle parked in a state parking lot.

The claimant states that his car was parked in the parking garage under GEF 1 in January 2003, when a chunk of concrete fell from the ceiling onto the vehicle. The claimant states that the concrete cracked the windshield, scratched the driver's window and dented the frame. He requests $941.05 reimbursement. The claimant has not submitted a claim to his insurer but the damages would be fully covered under his auto insurance policy.

DOA recommends that this claim be denied by the board. DOA does not dispute that the accident occurred as stated in the claimant's claim. However, the claimant does have full coverage through his vehicle insurance for the damages sustained. DOA therefore recommends denial of this claim based on the fact that the damages are fully covered by the claimant's insurance.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. *[Member Rothschild not participating.]*

13. **Robert L. Collins−Bey** of Boscobel, Wisconsin claims $2,221.25 for property allegedly lost by DOC. In December 1999 the claimant was transferred from a federal penitentiary in Tennessee to Columbia Correctional Institution (CCI). TransCor America, a private company under contract with DOC, conducted the transfer. The claimant states that, upon arrival at CCI, a TransCor employee told him that his property had been left in Tennessee and that it would be mailed to him at CCI when the employee got back to Nashville. The claimant states that he waited two months but did not receive his property, so he filed an Inmate Complaint with DOC. DOC dismissed the complaint, stating that TransCor had told them they still had the claimant's property and would mail it to him. The claimant was then transferred to the Wisconsin Secure Program Facility. He states that he filed a second Inmate Complaint for the property because he was at a new institution but that DOC dismissed the complaint on the grounds that he had never appealed the first complaint he filed at CCI. The claimant alleges that he has contacted TransCor a number of times and has tried to bring legal action against them, all to no avail. The claimant denies that he received his property in June 2000, as asserted by DOC. The claimant states that the property sheet submitted by DOC as evidence of the return of this property is fraudulent. The claimant believes that TransCor is an agent of DOC and that DOC is therefore responsible for the loss of his property, which has now been missing for over 33 months. Finally, the claimant alleges that DOC's contention that the "hold harmless" agreement in TransCor's contract protects the state is "legally frivolous." The claimant believes that this clause in the agreement prevents TransCor from suing DOC if anything goes wrong but does not apply in any way to him or other inmates.

DOC recommends denial of this claim on several grounds. First, DOC states that because the claimant failed to appeal his initial complaint filed at CCI, he has not exhausted his administrative remedies. Second, DOC believes that there is evidence, in the form of a property inventory sheet, that the claimant did receive his property in June 2000. In addition, DOC points to the fact that the claimant has submitted no proof of ownership—not even an itemization—of the allegedly missing property and its value. Finally, DOC states that, even if the claimant is correct and he did not receive his property, his claim is against TransCor America. DOC's contract with TransCor contains a hold harmless clause, which protects the state against "all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor…" Therefore, TransCor is responsible for any alleged damages suffered by the claimant, not DOC.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

14. **Berrell Freeman** of Boscobel, Wisconsin claims $800.00 for wages allegedly owed by DOC. In 1999, while an inmate at Whiteville Correctional Facility (WCF) in Tennessee, the claimant was found guilty of offense 303.18. The claimant was then transferred to the Wisconsin Secure Program Facility (WSPF, f/k/a Supermax) and placed in restricted status, during which he allegedly did not receive wages. In August 2001, the claimant received notice that this offense was being expunged from his record. The claimant alleges that DOC rules and regulations mandate that he be paid back wages at the rate of his former inmate job at WCF, Kitchen Helper. The claimant points to a recent lawsuit filed by a number of inmates, in which, the claimant alleges, the Court ruled that inmates found not guilty of offenses must be paid back wages for any employment lost due to being disciplined for the offenses. The claimant also states that the WSPF warden ruled that the claimant should have been in pay status from his arrival at WSPF until he was placed in administrative confinement status (from December 10, 1999 to April 19, 2000.) The claimant states that he was earning approximately $45 per month as a Kitchen Worker and therefore requests back wages in the amount of $800.00.

DOC recommends denial of this claim. In November 1999 the claimant was involved in an inmate uprising at WCF during which employees were taken hostage. As a result of his active involvement in this incident, the claimant was given a conduct report, which was upheld by the WCF warden. In December 1999 the claimant was transferred to WSPF and placed in program segregation status. In June 2000 several inmates (not including the claimant) who were involved in the uprising filed a court action challenging the disciplinary action, the change in their the security classifications, and their placement in administrative confinement, all of which arose in response to their participation in the original disturbance. In March 2001 the court issued an order to expunge the disciplinary reports of the petitioners, vacate their security classification changes and administrative confinement, and remand the matters back to the appropriate DOC review committees with instructions that they conduct new hearings consistent with the court's decision. Although he was not a named petitioner, the claimant's conduct report was expunged based on this court decision and his status was changed from program segregation to temporary lockup. In April 2001, the WSPF warden informed the business office that the claimant should have been in pay status from his arrival at WSPF until he was placed in administrative confinement (12/10/99 to 4/19/00). The warden indicated that the claimant should be compensated at the unassigned rate of $0.08 per hour. The

claimant filed complaints requesting that he be paid at a higher wage rate. These complaints were reviewed and dismissed by DOC. The claimant alleges that he is entitled to wages at the higher rate of pay he received as a Kitchen Helper at WCF because his conduct report was expunged. DOC disagrees. His rate of pay has been set at the unassigned rate because, unlike WCF, there are no inmate job assignments at WSPF. The claimant refers to both DOC 313.11(8) and 309.55(8) of the Administrative Code as justification for the higher wage but DOC points to the fact that neither are applicable to the claimant's situation. The former only applies to Prison Industries jobs and the latter does not apply because WSPF does not have any inmate job assignments. Pursuant to DOC 309.55(7)(a)1 Wis. Adm. Code, all WSPF inmates who are eligible to be paid are placed in the category of involuntarily unassigned, which pays $0.08 per hour. Finally, DOC disagrees with the claimant's conclusions regarding the court action. The court stated that the inmates' pay rate should be determined by their status "immediately prior to placement in administrative confinement." Immediately prior to being placed in administrative segregation, the claimant's was in temporary lock up status due to his involvement in the WCF disturbance. DOC therefore believes that it properly set the claimant's wage rate at $0.08 per hour.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

15. **David K. Dellis** of Portage, Wisconsin claims $82.25 for the cost of replacing a radio allegedly damaged by DOC personnel. The claimant states that, while he was at Green Bay Correctional Institution, his radio was in good repair and had been inspected and approved as such by DOC staff. In March 2003 the claimant was transferred to Columbia Correctional Institution (CCI). The claimant alleges that when he received his property at CCI, his radio was broken. The claimant alleges that he reported the damage immediately to CCI staff and shortly thereafter filed a formal complaint about the damaged radio and other allegedly missing property. The claimant states that DOC dismissed his complaint based on the missing property issues but never actually addressed the issue of the damaged radio. The claimant states that he continued filing requests in an attempt to get DOC to address the broken radio. He states that in July 2002 DOC took the radio away from him because it was broken and told him that he would have to get it fixed before it could be returned. The claimant believes that DOC never properly addressed or investigated the broken radio. He states that it took DOC five months to finally reply that they "had no way of knowing how (the radio) was broken." He alleges that there were witnesses available who could testify that the radio was broken from the moment he received it at CCI and that DOC never interviewed these witnesses. The claimant states that it will cost more to repair the radio than it is worth. The claimant states that DOC has changed property rules so that radios such as the claimant's, which have cassette players, are no longer allowed. Pursuant to DOC policy, the claimant's radio, which was already in his possession when the rules changed, was "grandfathered in". The claimant alleges that there is a higher incidence of property damage and loss to this type of "grandfathered" property and believes that DOC is intentionally damaging "grandfathered" property in order to take it away from inmates.

DOC recommends denial of this claim. The claimant received his property on March 20, 2003, but failed to file any complaint until April 5, 2003. DOC states that the claimant's complaints all focused on allegedly missing property, not the damaged radio and that his own statement on his initial complaint indicates "issue: property taken from me upon arrival at CCI." DOC points to the fact that the Administrative Code provides that repair of inmate property shall be at the inmate's expense and that DOC is not responsible for loss or damage caused by the inmate or other inmates. Although DOC is responsible for property damaged by DOC staff, the claimant has provided absolutely no evidence to support his contention that DOC personnel caused the damage. Barring such evidence, DOC does not believe the state should be held responsible for the damages.

The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is neither one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

The Board concludes:

1. The claims of the following claimants should be denied:

Mike and Julie Savidusky
University Avenue Stamps
Colleen Eidt
George T. Harrell
Jeffrey LaBudda
Frank T. Teumer
Martha Gesch
Kimberley M. Aldridge
Millers Classified Insurance
Thomas M. Barcz
Robert L. Collins−Bey
Berrell Freeman
David K. Dellis

2. Payment of the following amounts to the following claimants from the following appropriations is justified under s. 16.007, Stats:

Chris Hendrickson $831.30 s. 20.505(2)(k), Stats.

The Board recommends:

1. Payment of $17,568.12 to Mullins Cheese, Inc. for damages related to a Department of Agriculture, Trade & Consumer Protection milk inspection.

Dated at Madison, Wisconsin this 15 day of May 2003.

Alan Lee, Chair
Representative of the Attorney General

John E. Rothschild, Secretary
Representative of the Secretary of Administration

Stan Davis
Representative of the Governor

Robert Welch
Senate Finance Committee

Dan Meyer
Assembly Finance Committee

State of Wisconsin
Ethics Board

May 20, 2003

To the Honorable the Senate:

The following lobbyists have been authorized to act on behalf of the organizations set opposite their names.

For more detailed information about these lobbyists and organizations and a complete list of organizations and people authorized to lobby the 2001 session of the legislature, visit the Ethics Board's web site at http://ethics.state.wi.us

Cullen, Lee	**Madison Gas & Electric Company**
Elliott, Brian	**Paratech Ambulance Service**
Jadin, Paul	**Green Bay Area Chamber of Commerce**
Mc Coshen, William J	**Scientific Games International Inc**
Mowry, Bryan	**American Heart Association**
O'Meara, Jack	**Self−insurance Institute of America**
Patchett JD, John	**Wisconsin Medical Society**
Pawlisch, Curt	**Madison Gas & Electric Company**
Pawlisch, Curt	**Waterkeepers of Wisconsin**
Ranous, Jeffrey	**CMC Heartland Partners**
Reimer, Mark S	**Foth & Van Dyke and Associates**
Rogowski, Michael	**Paratech Ambulance Service**
Springer, Thomas J	**Paratech Ambulance Service**
Viohl, Bridget	**American Cancer Society**
Wineke, Joseph	**Scientific Games International Inc**

Also available from the Wisconsin Ethics Board are reports identifying the amount and value of time state agencies have spent to affect legislative action and reports of expenditures for lobbying activities filed by organizations that employ lobbyists.

Sincerely,

R. ROTH JUDD
Director

ADVICE AND CONSENT OF THE SENATE

State of Wisconsin
Office of the Governor

May 2, 2003

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint PRUITT, CHUCK, of Shorewood, as a member of the Board of Regents of the University of Wisconsin System, to serve for the term ending May 1, 2009.

Sincerely,

JIM DOYLE
Governor

Read and referred to committee on **Higher Education and Tourism.**

State of Wisconsin
Office of the Governor

May 14, 2003

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint CUENE, MARY, of Green Bay, as a member of the Wisconsin Technical College Systems Board, to serve for the term ending May 1, 2007.

Sincerely,

JIM DOYLE
Governor

Read and referred to committee on **Higher Education and Tourism.**

State of Wisconsin
Office of the Governor

May 14, 2003

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint KEHL, ALLAN, of Kenosha, as a member of the Wisconsin Technical College Systems Board, to serve for the term ending May 1, 2005.

Sincerely,

JIM DOYLE
Governor

Read and referred to committee on **Higher Education and Tourism.**

State of Wisconsin
Office of the Governor

May 14, 2003

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint VASQUEZ, JOSE, of Wauwatosa, as a member of the Wisconsin Technical College Systems Board, to serve for the term ending May 1, 2009.

Sincerely,

JIM DOYLE
Governor

Read and referred to committee on **Higher Education and Tourism.**

REFERRALS AND RECEIPT OF COMMITTEE REPORTS CONCERNING PROPOSED ADMINISTRATIVE RULES

The committee on **Health, Children, Families, Aging and Long Term Care** reports and recommends:

Senate Clearinghouse Rule 02−125

Relating to changes made as a result of 2001 Wisconsin Act 80, specifically music, art and dance therapists who practice psychotherapy.

No action taken.

Carol Roessler
Chairperson

AMENDMENTS OFFERED

Senate substitute amendment 1 to **Senate Bill 63** offered by Senator Zien.

Senate substitute amendment 1 to **Senate Bill 94** offered by Senator Hansen.

Senate substitute amendment 1 to **Senate Bill 130** offered by Senator Hansen.

CHIEF CLERK'S REPORT

The Chief Clerk records:

Senate Bill 24

Presented to the Governor on May 15, 2003.

LEGISLATIVE REFERENCE BUREAU
CORRECTIONS

CORRECTIONS IN:

2003 SENATE JOINT RESOLUTION 19

Prepared by the Legislative Reference Bureau

(May 13, 2003)

In enrolling, the following correction was made:

1. Page 2, line 13: delete "Chapter 40" and substitute "Chapter 43".