

JOURNAL OF THE SENATE [May 17, 1979]

STATE OF WISCONSIN

Senate Journal

Eighty-Fourth Regular Session

THURSDAY, May 17, 1979.

10:00 A.M.

The senate met.

The senate was called to order by Senator Flynn.

By request of Senator Bablitch, with unanimous consent, the calling of the roll was dispensed with.

INTRODUCTION OF BILLS

Read first time and referred:

Senate Bill 237

Relating to a surcharge for persons making election campaign fund designations on income tax returns.

By Senator Johnston.

To committee on Education and Revenue.

Senate Bill 238

Relating to prohibiting 1st class cities from imposing overnight parking fees upon residents who park near their residences.

By Senators Swan and Berger; cosponsored by Representatives Broydrick, Czerwinski and Coggs.

To committee on Governmental and Veterans Affairs.

COMMITTEE REPORTS

The committee on Aging, Business and Financial Institutions and Transportation reports and recommends:

Assembly Joint Resolution 50

Memorializing Congress, the President of the United States and the Secretary of Transportation to retain the Amtrak North Coast Hiawatha in the National Amtrak Transportation System.

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Concurrence:

Ayes, 5 -- Senators Thompson, Moody, Roshell, Bidwell and Cullen;

Noes, 0 -- None.

TIM CULLEN

Chair

State of Wisconsin
Claims Board

May 16, 1979.

Don Schneider
Senate Chief Clerk
State Capitol
Madison, Wisconsin 53702

Dear Mr. Schneider:

Enclosed is the report of the State Claims Board covering claims heard on April 30, 1979.

The amounts recommended for payment under \$1000 on claims included in this report have, under the provisions of s. 16.007, Wisconsin Statutes, been paid directly by the Board.

The Board is preparing the bill(s) on the recommended award(s) over \$1,000, 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,
EDWARD D. MAIN
Secretary

BEFORE THE
CLAIMS BOARD OF WISCONSIN

The Claims Board conducted hearings at the State Capitol Building, Madison, Wisconsin, on April 30, 1979, upon the following claims:

<i>Claimant</i>	<i>Amount</i>
1. Gerald Pippin	\$2,542.78
2. Ernestine Young	5,723.66

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3.	Naomi Ware	19,000.00
4.	Jerry Fehr	586.77
5.	Janet O'Conner	10, 005.93
6.	Roman and Santana Worzalla	13,022.00
7.	Michael Rothstein	315.00
8.	Manufacturer's Lease Plans, Inc.	48,379.00
9.	Gilmore Miller	1,681.13
10.	Ray Nauman	607.50

In addition, the following claims were considered and decided without being called for hearing at an executive session on April 30, 1979.

11.	Lorrie Newman	100,481.55
12.	Thomas Hilliard, III	55.00
13.	Maurice Rasmussen	253.24
14.	Florence O'Donnell	15.00
15.	Joseph Kuhle	220.00
16.	Zephrene Bull	10.00
17.	Clinton Blair	25.00
18.	Donald Beckett	17.89
19.	George Rawson	800.00
20.	Richard Gray	569.92
21.	Patrick Verse	151.84
22.	Mary Chybowski	34.10
23.	Jacqueline Rupp	28.96
24.	Joseph Reis	118.56
25.	Wisconsin Power and Light Co.	3,361.40
26.	General Telephone Co. of Wisconsin	153.09
27.	Nancy Smith	608.77
28.	Vance Rayburn	29.64
29.	State Farm Insurance Co.	62.88
30.	Wisconsin Telephone Co.	580.46
31.	Audrey Nelson	897.00
32.	Larry Halter	262.11
33.	Dale Bruhn	19.76
34.	Barbara Johannes	31.15
35.	Lawrence Cloutier	150.00
36.	Max Legally	70.57

THE BOARD FINDS:

1. Gerald Pippin, Middleton, claims \$2,542.78 for reimbursement of attorney fees. Claimant is currently head of the conciliation bureau in the equal rights division of the Department of Industry, Labor and Human Relations. On June 15, 1978, claimant

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was evaluated "needs improvement" by the administrator and was denied any discretionary performance award increase in his pay base. On July 17, 1978, claimant was given a written reprimand. Claimant then filed a grievance on these matters, and two hearings within the department were held on each grievance. An attorney represented claimant at these departmental hearings. These grievances were subsequently appealed to the personnel commission. Prior to any hearing before the commission the parties voluntarily entered into a settlement agreement. The settlement agreement did not recommend the payment of attorney fees as part of the settlement. Nor were the grievances litigated beyond the departmental hearing level. The Board concludes that the claim is one for which the state is not legally liable nor one which the state should assume and pay on equitable principles. (Member Main not participating)

2. Ernestine Young, Milwaukee, claims \$5,723.66 for medical expenses, pain and suffering relating to her falling on the sidewalk on October 27, 1978, at the University of Wisconsin-Milwaukee north sidewalk which leads to Mitchell Hall. Claimant's toe got caught in a large crack in the sidewalk. Claimant fell on her right hand and right leg and suffered scratches, bruises and a broken right wrist bone. At the point where claimant fell there is a raised edge in the sidewalk of approximately one-half inch. The state had no prior notice of complaints about a walk defect in that area. The claimant was familiar with the area and passed through it on frequent occasions. The sidewalk has not been repaired to date. The Board concludes the claim is not one for which the state is legally liable but on equitable principles concludes that the claimant should be reimbursed for her medical expenses in the amount of \$723.66.

3. Naomi Ware, Ripon, claims \$19,000.00 of additional compensation relating to her employment with the University of Wisconsin system. On May 18, 1976, her dean recommended the nonrenewal of her employment contract and gave claimant notice of such recommendation. On June 19, 1976, claimant was given notice that her employment with the University Board of Regents would be terminated at the end of the academic year 1976-77. Claimant asserts that her termination violated university rules which provide that a faculty member situated in claimant's position be given twelve months notice prior to the end of the academic year. Accordingly, claimant asserts that she should have been given notice no later than June 8, 1976. Claimant was out of state when the original notice on nonrenewal was sent to her on May 25, 1976. The postal service attempted to deliver the certified letter to her on May 26 and June 1, 1976. The letter was returned by the postal service to the Chancellor on June 11, 1976, and on June 18 another nonrenewal letter was sent

by first class mail noting the earlier attempted mailing that had been returned unclaimed. The University of Wisconsin-Oshkosh offered claimant an additional one month employment. However, claimant contends she is entitled to an additional year's employment because notice was not timely. Claimant's absence from the state was a contributing factor in her not receiving notice prior to June 8, 1976. Claimant has not been reemployed by any educational institution. The Board concludes the claim is one for which the state is not legally liable nor one which the state should assume and pay on equitable principles.

4. Jerry Fehr, Irma, claims \$586.77 for damages to his cottage on July 4, 1977, caused by four boys on AWOL status from the Lincoln Hills School. The boys broke into claimant's cottage and damaged and stole several items belonging to claimant. There is no evidence that the four boys escaped because of any negligence on the part of state employees. The event occurred at a time when the National Guard was assisting the Department of Health and Social Services. The boys ran from a regular program cottage which was not secured. Consistent with the Board's policy of denying claims for damages done by wards of the state who are on escape status, and in the absence of any showing of negligence by state personnel, the Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

5. Janet O'Conner, Waukesha, claims \$10,005.93 for reimbursement of attorney fees. From September 1, 1963, until January 22, 1973, claimant was employed by the Department of Health and Social Services as a teacher at the Wisconsin School for Boys in Wales. On October 17, 1972, claimant was notified she would be laid off effective January 23, 1973. Subsequently, claimant was in fact laid off. Claimant then filed a timely appeal objecting to the layoff and was represented by the law firm of the employe organization to which claimant belonged. Subsequently, the arrangement between the law firm representing the claimant and the union was terminated and rather than obtaining new counsel, claimant entered into a contingency fee arrangement with her attorneys for their continued representation. After months of investigation and preparation, hearings were held before the State Personnel Board. In its order dated July 30, 1975, the Personnel Board found that the Department of Health and Social Services had ignored proper procedures in determining that claimant should be laid off. The Personnel Board ordered claimant should be immediately reinstated with full back pay and without any loss of benefits. The department contested the validity of the order in the

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Dane County Circuit Court. On March 2, 1976, the court ordered the petition dismissed with prejudice and the order of the Personnel Board was affirmed. On April 20, 1976, the department reimbursed claimant for approximately \$40,000 to \$45,000 of back pay. This Board has never recommended the reimbursement of attorney fee based on a contingent fee. Claimant made no attempt to obtain counsel through her new union's attorney. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

6. Roman and Santina Worzalla, Brookfield, claim \$13,022.00 for reimbursement of funeral expenses in the amount of \$3,022.00 and for damages for pecuniary injury from wrongful death and loss of society and companionship in the amount of \$10,000 resulting from the death of their son, Donald, on November 24, 1974, at the Central State Hospital in Waupun.

On August 30, 1974, claimants' son pleaded nolo contendere to sec. 161.41(3), Stats. On September 3, 1974, he was sentenced and committed to the Waukesha County Jail for ninety days. On November 14, 1974, following a suicide attempt in the jail, he was committed to the Central State Hospital as a patient for observation of his mental condition. On November 24, 1974, claimants' son was found dead in a storeroom at Central State Hospital as the result of self-inflicted injuries. Claimants assert the state failed to properly supervise its custody of their son and demand damages resulting from his death in the amount of \$10,000 plus funeral expenses of \$3,022.00.

The Department of Health and Social Services asserts that when claimant's son arrived at the hospital, neither the county court nor the county jail forwarded his medical records. It was not until his social worker was contacted by his mother on November 21, 1974, that the hospital had adequate information to request his records of past treatment. The social worker involved denies having received any information concerning his previous suicidal tendencies. Absent such knowledge, the department asserts its treatment of claimant's son was reasonable and not negligent. While at the hospital, his behavior and activities were monitored and recorded on an hourly basis and there was nothing to indicate his suicidal intentions.

The Board concludes the claim is not one for which the state is legally liable but concludes the funeral expenses in the amount of \$3,022.00 should be paid on equitable principles.

7. Michael Rothstein, Madison, claims \$315.00 for damages to his clothes and other personal items. On October 25, 1978, while on state business, claimant was driving a state car back to his hotel after dinner and he failed to properly negotiate the car around a

curve. He slid broadside, denting the passenger's side door and shattering the windows on the right-hand side of the car. The flying glass caused damage to his clothing and other personal items. There is no assertion that the state car was defective nor any explanation as to why the curve was not negotiated properly. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

8. Manufacturers' Lease Plans, Inc., claims \$48,379.00 under the terms of a contract entered into with the State of Wisconsin on January 30, 1973. There were three subsequent add-ons to the original contract. It is the state's position that the contract was terminated for cause and that the matter should be litigated in the circuit court. The Board agrees. It is the state's position that both by statements and by actions claimant became in effect responsible for the continued performance of the system contracted for, and that there was cause for dissatisfaction with the performance under the circumstances. The claimant's actions caused the state to rely upon claimant as the party responsible for assuring the appropriate performance of the system contracted for. There are additional questions of the law that may arise in the course of subsequent litigation such as the authority of the state to enter into the supplementary agreements. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles. (Member Main not participating)

9. Gilmore Miller, Cleveland, claims \$1,681.13 for attorney fees incurred as a result of a lawsuit initiated by a workman injured on a state job site. Claimant was one of several parties sued by the injured party. Claimant sought the legal services of the attorney general's office but was denied same on the grounds that he was not a state employe. Claimant was employed under a consultant contract, and for all practical purposes in terms of duties and responsibilities, functioned in a capacity identical to that of a state-employed civil servant. The Board concludes the claim is not one for which the state is legally liable. However, consistent with the recommendation of the Bureau of Facilities Management, the Board concludes that the claim should be paid in the reduced amount of \$1,000 on equitable principles.

10. Ray Nauman, Norwalk, claims \$607.50 for the loss of 270 bushels of corn at \$2.25 a bushel during January of 1978. The claim is for deer damage to his corn crop during the winter and early spring of 1978. The Department of Natural Resources recommends payment of only 80% of the claim, or a total of \$486, consistent with the provisions of sec. 29.595, Stats. There is no dispute as to whether

the corn was harvested in accordance with normal agricultural practices. Significant amounts of corn were left standing in Monroe County in January, 1978, due to the inclement weather conditions during the late fall of 1977. The Board concludes that the claim in the reduced amount of \$486 should be paid on equitable principles.

11. Lorrie Newman, Mindoro, claims \$100,481.55 for \$481.55 medical expenses and \$100,000 for pain and suffering, anguish, humiliation, embarrassment, and injury to reputation. While claimant was a resident of Lincoln School she was approached by a state employe who had intercourse with her on June 12, 1978, when she was fifteen years old. She became pregnant, but had a miscarriage. The state employe was not acting within the scope of employment. The medical expenses have been paid by claimant's family insurance carrier. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

12. Tom Hilliard, Middleton, claims \$55 for a pair of wool pants cut and ruined on December 19, 1978, where he worked as a state employe when he brushed against some sharp metal of his desk. The Board concludes the claim should be paid on equitable principles.

13. Maurice Rasmussen, Green Bay, claims \$253.24 for damages to his car on November 4, 1978, caused by a resident in custody at the Wisconsin State Reformatory. The Board concludes the claim should be paid on equitable principles, but directs that the state's check be made out jointly to claimant and the garage which repairs claimant's car.

14. Florence O'Donnell, Madison, claims \$15.00 for damages to her skirt on January 22, 1979, which she tore on an unfinished edge of a typing table provided by the state at her place of work. The Board concludes the claim should be paid on equitable principles.

15. Joseph Kuhle, Madison, claims \$220 for the alleged loss of his personal property while a patient at Central State Hospital. Records show that his property was returned to him, except for the wedding band. Claimant was married subsequent to leaving the hospital and there is no record that he had a wedding ring when he checked in. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

16. Zephyrine Bull, Burlington, claim \$10 for damages to her car on September 21, 1978, caused by a resident in custody at Southern Wisconsin Center in Union Grove. Claimant has paid for the car repairs. The Board concludes the claim should be paid on equitable principles.

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17. Clinton Blair, Racine, claims \$25.00 for replacement of a coat and sweater lost at Winnebago Mental Health Institute after being sent to the laundry. The Board concludes the claim should be paid on equitable principles.

18. Donald Beckett, Mill Creek, West Virginia, claims \$17.89 for a shirt lost at Waupun State Prison through the negligence of the state. The shirt cost \$12.39. The balance of the claim is for expenses of filing the claim. The Board concludes the claim in the reduced amount of \$12.39 should be paid on equitable principles.

19. George Rawson, Oshkosh, claims \$800 to recover payment of wages for a medical leave of absence. Claimant was a state employe at Taycheedah Correctional Institution who was off work for twenty work days from April 23, 1978, until May 22, 1978. He worked a full day on May 22, 1978, and was on leave without pay from May 23 to June 1. Under the conditions of his income continuation plan claimant had to be off work for twenty-two consecutive work days in order to receive compensation under the plan. The Board concludes the claim is not one for which the state is legally liable nor one the state should assume and pay on equitable principles.

20. Richard Gray, Holmen, claims \$569.92 for damages to his car on August 22, 1978, while parked in an assigned area at the UW-La Crosse power plant. The roof of the power plant was being washed with a penetrating cleaner which caused damage to his car. The Board concludes the claim should be paid on equitable principles and directs that the state's check be made out jointly to the claimant and the garage which repairs his car.

21. Patrick Verse, La Crosse, claims \$151.84 for damages to his car on August 22, 1978, while parked in an assigned area at the UW-La Crosse power plant. The roof of the power plant was being washed with a penetrating cleaner which caused damage to his car. The Board concludes the claim should be paid on equitable principles and directs that the state's check be made out jointly to the claimant and the garage which repairs his car.

22 and 23. Mary Chybowski and Jacqueline Rupp, South Milwaukee, claim \$34.10 and \$28.96, respectively, for damages to personal property occurring at 3:30 a.m. on December 2, 1978, and caused by unknown persons who sprayed chemical dust from a fire extinguisher under the door of their dormitory room at Ogg West in Madison. There is no evidence of negligence on the part of the state and its employes for this prank. The Board concludes the claims are not ones for which the state is legally liable nor ones that should be paid on equitable principles.

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24. Joseph Reis, Milwaukee, claim \$118.56 for medical expenses arising from a severe cold and loss of pay for three days from November 13, 14 and 15, 1978. Claimant works at UW-Milwaukee. Claimant asserts the university's heating system was out of order, and caught his cold before the system was repaired. There was a temporary problem with the boilers, but others affected wore extra clothing and utilized space heaters to keep warm. The university made a reasonable effort to correct the problem, and the Board finds there is insufficient evidence to conclude that the claimant's cold was caused by this problem. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

25. Wisconsin Power & Light Company claims \$3,361.40 to recover its costs in relocating a gas main at UW-Platteville for the heating plant there. In the summer and fall of 1976 the area in which the gas main was located was excavated. Claimant's gas main had been exposed and it had been damaged as a result of the excavation. It was only twelve inches below grade, which is less than provided under code. Since the gas main was about to be covered with a concrete patio and sidewalk, the claimant decided to relocate the gas main to a lower level outside of the concrete area. There had been no authorization of funds by the Department of Administration for the relocation project. The Board concludes the claim is not one for which the state is legally liable, but that claimant should be paid \$1,000 on equitable principles.

26. General Telephone Company of Wisconsin claims \$153.09 for repairs to a buried cable damaged by the Department of Transportation on May 31, 1978, at the Town of Mt. Morris on STH 152. The Board concludes the claim should be paid on equitable principles.

27. Nancy Smith, La Crosse, claims \$608.77 for reimbursement of attorney's fees of \$520.00, telephone calls of \$23.77, lost wages of \$15 and lost tuition of \$50. The Department of Transportation issued a driver's license identical to claimant's license to another Nancy Smith with the same birthdate as claimant, but with a different address and description. Claimant was arrested on September 26, 1978, partly on the basis of information related to her driver's license identification. However, the local authorities arrested the wrong Nancy Smith. Claimant was the victim of mistaken identity, partly caused by the driver's license issued and partly caused by the actions of local authorities. The Board concludes the claim is not one for which the state is legally liable, but that claimant should be paid \$300 on equitable principles.

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28. Vance Rayburn, Madison, claims \$29.64 for a pair of trousers damaged by a spring which poked through a chair and ripped his trousers at the Hill Farms State Office Building on January 18, 1979. The Board concludes the claim should be paid on equitable principles.

29. State Farm Insurance Co. claims \$62.88 subrogation damages. Its insured damaged a his car on March 25, 1978, in a highway construction area near Schofield on Business Highway 51 which was suspended from December 6, 1977 to May 18, 1978. During the suspension period the roadway was marked by traffic barrels and signs, and could be negotiated without damaging shocks and wheel alignment. Also, this Board has a long-standing policy not to honor subrogation claims. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

30. Wisconsin Telephone Co. claims \$580.46 for damage to a cable caused by an auger operated by a state maintenance crew on October 17, 1978, near Princeton on STH 23. The Board concludes the claim should be paid on equitable principles.

31. Audrey Nelson, Wauwatosa, claims \$897.00 for unemployment compensation benefits. Claimant asserts she was given incorrect information on April 8, 1974 and again on February 28, 1975 by an employee in the U. C. office, who allegedly advised her not to seek the advice of legal counsel because she could win her claim without an attorney. She lost her claim. The state employee denies having given such erroneous information to claimant. At any rate, advice that a claimant may represent herself and need not be represented by an attorney at an unemployment compensation hearing would not be the basis for a valid claim before this Board. Claimants always have the right to an attorney, and it is their decision whether or not to hire legal counsel. The Board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

32. Larry Halter, Green Bay, claims \$262.11 for performing the services of an acting Specialist 3 for six months from March through August of 1978 in Green Bay. State employees assigned responsibilities in acting positions do not receive extra compensation for these services. Currently there is no procedure, other than exceptional merit award, to compensate state employees who serve in an acting capacity at higher positions. The Claims Board does not intend to establish policy in this area. Until there is some modification of the acting employment rule to provide acting pay, state employees accepting such positions do so at the risk of not being paid for the added responsibilities they have assumed. The Board

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concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

33. Dale Bruhn, Madison, claims \$19.76 for his hand tools lost during a move of state offices. Similar tools were not available to the state agency involved, though needed to perform various tasks during the move from 1 West Wilson to 149 East Wilson in January of 1979. The Board concludes the claim should be paid on equitable principles.

34. Barbara Johannes, Madison, claims \$31.15 for torn slacks ripped by an exposed spring in a chair in the State Capitol Building on June 20, 1978. The Board concludes the claim should be paid on equitable principles.

35. Lawrence Cloutier, Dodgeville, claims \$150.00 for tanned fox hide loaned to the Department of Natural Resources in the fall of 1978 for instructional purposes. The hide was stolen on November 18-19, 1978, from the office of Governor Dodge State Park while in the state's custody. The Board concludes the claim should be paid on equitable principle.

36. Max Legally, Madison, claims \$70.57 for an overpayment of taxes in the town of Brigham in Iowa County caused by the failure of the Department of Natural Resources to properly record his land under the Woodland Tax Program. The error has been corrected. The Board concludes the claim should be paid on equitable principles.

THE BOARD CONCLUDES:

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

Gerald Pippin
Janet O'Conner
Naomi Ware
Jerry Fehr
Michael Rothstein
Manufacturer's Lease Plans, Inc.
Lorrie Newman
Joseph Kuhle
George Rawson
Mary Chybowski
Jacqueline Rupp
Joseph Reis
State Farm Insurance Company
Audrey Nelson
Larry Halter

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2. Payment of the following amount to the following claimant is justified under sec. 16.007, Stats.:

Ernestine Young	\$723.66
Gilmore, Miller	1,000.00
Ray Nauman	486.00
Thomas Hilliard III	55.00
Maurice Rasmussen	253.24
Florence O'Donnell	15.00
Zephyrine Bull	10.00
Clinton Blair	25.00
Donald Beckett	12.39
Richard Gray	569.92
Patrick Verse	151.84
Wisconsin Power and Light Co.	1,000.00
General Telephone Co. of Wisconsin	153.09
Nancy Smith	300.00
Vance Rayburn	29.64
Wisconsin Telephone Co.	580.46
Dale Bruhn	19.76
Barbara Johannes	31.15
Lawrence Cloutier	150.00
Max Legally	70.57

THE BOARD RECOMMENDS:

1. Payment of \$3,022 in funeral expenses to Roman and Santina Worzalla for the burial of their son, Donald, who committed suicide on November 24, 1974, at Central State Hospital while under the supervision and care of the state.

Dated at Madison, Wisconsin, this 16th day of May, 1979.

GERALD D. KLECZKA
Senate Finance Committee

VIRGIL D. ROBERTS
Assembly Finance Committee

LAURIE ANN RIACH
Representative of Governor

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EDWARD D. MAIN
Representative of Secretary of
Administration

ALLAN P. HUBBARD
Representative of Attorney
General

MESSAGE FROM THE ASSEMBLY

By Marcel Dandeneau, chief clerk.

Mr. President:

I am directed to inform you that the assembly has passed and asks concurrence in:

Assembly Bill 509

Assembly Bill 510

Assembly Bill 511

MESSAGE FROM THE ASSEMBLY CONSIDERED

Assembly Bill 509

Relating to transferring the duty to appear in and prosecute paternity cases in counties having a population of 500,000 or more from the corporation counsel's office to the district attorney's office and retaining civil service status for employes transferred.

By Representative Rutkowski, co-sponsored by Senator Adelman, by request of Milwaukee County.

Read first time and referred to committee on Judiciary and Consumer Affairs.

Assembly Bill 510

Relating to allowing county board members to serve on the board designated by the county board to implement child support and paternity programs.

By Representative Rutkowski, co-sponsored by Senator Adelman, by request of Milwaukee County.

Read first time and referred to committee on Judiciary and Consumer Affairs.

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Assembly Bill 511

Relating to permitting the court to convert arrearages on an agreement to pay child support or a judgment directing the father to pay child support to a money judgment without the necessity of the commencement of a new action, even though the support duty has ceased.

By Representative Rutkowski, co-sponsored by Senator Adelman, by request of Milwaukee County.

Read first time and referred to committee on Judiciary and Consumer Affairs.

MOTIONS

By request of Senator Bablitch, with unanimous consent, **Senate Bill 89** was withdrawn from committee on Senate Organization and referred to committee on Aging, Business and Financial Institutions and Transportation.

By request of Senator Bablitch, with unanimous consent, **Senate Bill 182** was withdrawn from committee on Senate Organization and referred to Joint Survey Committee on Tax Exemptions.

By request of Senator Bablitch, with unanimous consent, **Senate Bill 183** was withdrawn from committee on Senate Organization and referred to Joint Survey Committee on Tax Exemptions.

By request of Senator Bablitch, with unanimous consent, **Senate Bill 203** was withdrawn from committee on Senate Organization and referred to committee on Governmental and Veterans Affairs.

By request of Senator Bablitch, with unanimous consent, **Senate Bill 204** was withdrawn from committee on Senate Organization and referred to committee on Governmental and Veterans Affairs.

By request of Senator Bablitch, with unanimous consent, **Assembly Bill 170** was withdrawn from committee on Senate Organization and referred to committee on Aging, Business and Financial Institutions and Transportation.

By request of Senator Bablitch, with unanimous consent, **Assembly Bill 90** was withdrawn from committee on Senate Organization and referred to committee on Aging, Business and Financial Institutions and Transportation.

By request of Senator Bablitch, with unanimous consent, **Assembly Bill 258** was withdrawn from committee on Senate

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Organization and referred to committee on Judiciary and Consumer Affairs.

By request of Senator Bablitch, with unanimous consent, **Assembly Bill 101** was withdrawn from committee on Senate Organization and referred to committee on Agriculture, Labor and Local Affairs.

By request of Senator Bablitch, with unanimous consent, **Senate Bill 223** was withdrawn from committee on Senate Organization and referred to Joint Survey Committee on Tax Exemptions.

CITATIONS

MOTIONS UNDER JOINT RULE 7

Adopted:

A Joint Certificate of Congratulations by Senator Adelman, cosponsored by Representative Rutkowski, for **FATHER FRANCIS DRABINOWICZ** on the occasion of the 45th anniversary of his ordination;

and

A Joint Certificate of Congratulations by Senator Adelman, cosponsored by Representative Rutkowski, for **JEROME HOLZ** for receiving the Time Magazine Quality Dealer Award.

Upon motion of Senator Bablitch the senate adjourned until 10:00 A.M. Tuesday, May 22.

10:05 A.M.