

STATE OF WISCONSIN
Senate Journal
One–Hundredth Regular Session

WEDNESDAY, January 12, 2011

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

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PETITIONS AND COMMUNICATIONS

**State of Wisconsin
Office of Senator Frank Lasee**

January 11, 2010

The Honorable, The Senate:

Pursuant to Senate Rule 75, please have the Senate Journal reflect how I would have voted had I been present for the roll call votes taken on Tuesday, January 11, 2011:

Rejection of Senate Amendment 1 to Senate Joint Resolution 2: Aye

Adoption of Senate Joint Resolution 2: Aye

Sincerely,

FRANK LASEE

State Senator, 1st Senate District

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**State of Wisconsin
Department of Public Instruction**

December 23, 2010

The Honorable, The Senate:

Pursuant to Wis. Stats. sec. 115.361(2), the attached report is submitted to you for referral to the appropriate standing committees of the legislature under Wis. Stats. sec. 13.172(3). The report provides a collection of analyzed information about programs funded under this section along with evidence of their effectiveness. Further, this report covers a two–year cycle and provides information on a wide–range of Alcohol and Other Drug Abuse related resources, including grants, training, technical assistance, and educational materials.

If you have any questions regarding this document, please contact Kenneth Wagner at (608) 266–5181.

Sincerely,

TONY EVERS, PHD

State Superintendent

Referred to committee on **Education**.

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**State of Wisconsin
Claims Board**

December 28, 2010

Enclosed is the report of the State Claims Board covering the claims heard on December 9, 2010.

Those claims approved for payment pursuant to the provisions of s. 16.007 and 755.05 Stats., have been paid directly by the Board.

The Board is preparing the bill(s) for payment of any claim(s) recommended to the Legislature 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 publication of it in the Journal to inform the members of the Legislature.

Sincerely,

PATRICIA REARDON

Paralegal

STATE OF WISCONSIN CLAIMS BOARD

The State of Wisconsin Claims Board conducted hearings at the State Capitol Building in Madison, Wisconsin, on December 9, 2010, upon the following claims:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1. David W. Bateman	Employee Trust Funds	\$3,245.61
Daniel J. Bertler		\$2,500.09
James Flitter		\$2,500.09
Thomas K. Froehlich		\$2,500.09
Raymond Heiting		\$126.11
Steve E. Hoogester		\$2,500.09
Edward Lehmann		\$126.11
Peter J. Lieven		\$2,500.09
David Rettler		\$2,500.09
Duane R. Sawyer		\$2,500.09
Clarence A. Schwartz		\$126.11
James R. Shane		\$3,200.09
Tony R. Spaeth		\$2,866.11
Gordon Stowers		\$126.11
Paul Thiesen		\$2,500.09
Michael Towler		\$2,500.09
Lloyd R. Uelmen		\$2,500.09
William P. Vandenberg		\$2,500.09
James E. Vetter, Jr.		\$2,500.09
2. James Kroll	Natural Resources	\$1,057.77
3. Brett E. Williams	Revenue	\$70,866.00
4. David Turnpaugh	Innocent Convict	
	(s. 775.05, Wis. Stats)	\$18,682.89
5. Robert Lee Stinson	Innocent Convict	
	(s. 775.05, Wis. Stats)	\$129,000.00

The following claims were considered and decided without hearings:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
6. Bill Karrels	Natural Resources	\$1,150.92
7. Pamela M. Kramer	Natural Resources	\$1,287.04
8. Jean A. Rygiel	Natural Resources	\$195.89
9. Speich Oil, Inc.	Agriculture, Trade & Consumer Protection	\$312.52
10. Rachel M. Conway	Corrections	\$166.63
11. Martin V. Elliott	Corrections	\$98.70
12. Carl Barrett	Corrections	\$32.06
13. Shafiq Imani	Corrections	\$51.18
14. Robert Kowalkowski	Corrections	\$40.40
15. Robert Kowalkowski	Corrections	\$616.03
16. Aquan Mobley	Corrections	\$56.98

The Board Finds:

1. David W. Bateman et al. claim \$39,817.33 for attorney’s fees incurred due to legal action brought by the former part–time West Bend Police Officers against the City of West Bend regarding Wisconsin Retirement System (WRS) contributions. In 2002, claimant David Bateman became aware that the City of West Bend (City) had underreported his hours to WRS. Other part–time officers discovered the same error and in 2003 the officers hired an attorney and appealed to the Department of Employee Trust Funds (ETF). In 2004 the officers requested an administrative hearing and in January 2006, the hearing examiner ruled in favor of the officers. The City appealed to ETF and in July 2006, ETF ruled in favor of the officers. The City appealed to the Circuit Court pursuant to Chapter 227, Wis. Stats. In March 2007, the Circuit Court affirmed ETF’s decision in favor of the officers. The City paid back contributions and interest into the WRS. The claimants state that three of the officers involved in the original action were unable to receive any increase in their annuity because they were either “maxed out” for retirement or on Duty Disability. The portion of the City’s payment for these three officers totaled \$82,586.88. The 19 officers pursuing this claim request reimbursement for their attorney’s fees from this amount. The claimants believe that ETF was enriched by obtaining these contributions for which they will not have to make any pay–outs and which the WRS would not have received were it not for actions pursued by these officers.

ETF recommends denial of this claim. The actions pursued by the claimants were against the City of West Bend. The final ruling by the ETF Board, which was affirmed by the Circuit Court, found that the City’s prior practice was “unfair and unreasonable.” ETF was not a party to these proceedings and was never found guilty of any wrongdoing in this matter. ETF states that, had it been a party to the proceedings, the claimants would have been able to make a claim for attorney’s fees as part of the administrative hearing process. However, because ETF was not a party, no claim was possible. ETF notes that the legislature has not provided any other statutory basis for claiming attorney’s fees against state agencies when there is an administrative hearing process. ETF further notes that contributions are often made on behalf of individuals who are at the statutory maximum or on Duty Disability. This occurs

because the statutes require the contributions even though some individuals cannot receive an increased annuity. ETF does not believe that the fact that the original annuitants were unable to receive benefit from their action entitles the claimants to receive this money. Finally, ETF notes that the money the claimants are requesting is now part of the WRS. The Supreme Court has held that specific legislative action requiring a payment from the WRS is a violation of the Constitution. Therefore, the Legislature and Claims Board are prohibited from taking money from the WRS.

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. James Kroll of Muscoda, Wisconsin claims \$1,057.77 for cost of cleaning buildings and vehicles after his property was allegedly inundated with smoke during an April 2009 DNR prescribed burn. The claimant alleges that DNR had issued a “no burn” order on the date of the prescribed burn, which he heard announced on the radio. He states that the winds were high, which carried smoke to the claimant’s property and made his family sick. The claimant states that he was not personally notified of the burn despite the fact that, after a similar circumstance 10 years earlier, he had been assured that he would be personally notified of any future burns. The claimant does not believe DNR should have conducted a burn on a day that they had issued a burn restriction. The claimant also objects to the large scale of these burns and believes that if DNR burned smaller areas, the smoke would not be such a problem. The claimant states that it is a lot of work to clean up the smoke after these burns and he does not want this to happen again. The claimant is requesting compensation for 53 hours time at \$18 per hour for cleaning the interior and exterior of his home, shed and four vehicles, as well as the cost of cleaning supplies.

DNR recommends denial of this claim. DNR conducted a prescribed spring burn in the Snow Bottom State Natural Area on April 17, 2009. DNR denies the claimant’s allegation that there was a burn ban in place on that day for DNR staff. DNR states it would not have been able to obtain a burn permit if a ban had been in place. DNR states that, contrary to the claimant’s allegations the winds were not high, on the contrary, the weather conditions were highly conducive for the burn, with south winds at 5 mph and gusts up to 10 mph. DNR also notes that the burn did not occur “close to” the claimant’s property, but in fact his property is over a mile away and at a higher elevation than the burn area, therefore it is unlikely that there would have been debilitating smoke at the claimant’s property. DNR notes that there were no complaints regarding smoke or clean up costs from any of the property owners adjacent to the burn area. Although it is certainly possible that some smoke reached the claimant’s property, it is unlikely it would cause damage to the extent claimed. Prior to the burn the department issued a press release, sent a letter to the Castle Rock Township Chair and notified the eight landowners adjacent to the burn. DNR states that the promise of personal notification of future burns provided to the claimant over ten years ago was the result of a private landowner burning incident. Furthermore, the promise was made by a state legislator who is no longer in office and DNR had no record of this promise. DNR states that it did not notify the claimant because his property was over a mile

away from the burn site. DNR notes that personnel and equipment costs for these burns are same per day regardless of the size of the burn; therefore, burning smaller parcels of land would not be cost effective. Finally, DNR notes that the claimant has submitted no evidence of the alleged damages or costs of clean up. The department believes that, even if some clean up was necessary, the costs alleged by the claimant are either too high or reflect items that would have been unavoidably impacted, such as exterior surfaces of vehicles or buildings. DNR states that this burn was conducted in full compliance with the law, appropriate notifications were provided, and given the distance of the claimant's property from the burn site, it is unlikely there was any measurable damage to his property.

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. Brett E. Williams of Oconomowoc, Wisconsin claims \$70,866.00 for refund of overpayment of taxes. The claimant states that he was a successful owner of a general contracting business for over 15 years. The claimant states that in the 1990's, he developed financial difficulties relating to the economy and personal issues. Eventually, the IRS liquidated all of the claimant's business and personal assets and he lost his livelihood. The claimant states that his accountant also retired at this time and that due to his financial difficulties the claimant was unable to hire another accountant. The claimant states that he was unable to handle filing the complex business returns without an accountant and admits that he stopped filing tax returns for a number of years (1994–1999). In 2000, the claimant found employment and DOR began garnishing his wages. The claimant states that between the DOR garnishment and his child support payments he was left with little to live on and was unable to hire an accountant. The claimant had several contacts with DOR to discuss lowering the amount of the garnishment. The claimant states that he was never informed that there was a statute of limitations regarding claiming a refund for any tax overpayment resulting from the garnishment.

In 2008, the claimant was finally able to hire an accountant and began to file his late tax returns. At that time he discovered that he had overpaid by over \$70,000 and yet DOR alleged he still owed money for two of the tax years. The claimant does not object to paying penalties and interest on his late taxes, however, he believes an additional "penalty" of over \$70,000 is usurious. He requests reimbursement of his overpayment.

DOR recommends denial of this claim. DOR states that this claimant has been a consistent late filer and notes that all of the tax returns relating to his claim (1994–2000) were filed over four years after the original notice of assessment. DOR states that the claimant was informed of the statute of limitations for claiming a refund by the department's collection agent. DOR states that the statute of limitations prohibits the department from refunding the overpayments for the years 1994–1996 and 1999–2000. DOR notes that there were taxes owed for the 1997 and 1998 tax years and that the department has been collecting on the current balance for those years. The department is willing to compromise and reduce the balance for these years to zero.

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.

4. David R. Turnpaugh of Milwaukee, Wisconsin claims \$18,682.89 for attorney's fees and compensation as an innocent convict pursuant to § 775.05, Stats. In March 2006, the claimant was convicted of one count of Prostitution in violation of § 944.30(1), Wis. Stats., and one count of Bail Jumping in violation of § 946.49(1)(a), Wis. Stats. The claimant was sentenced to 60 days in Milwaukee County Jail for the prostitution charge and ultimately served three days in custody and 57 days on electronic monitoring. The claimant served 12 months probation for the Bail Jumping charge. In September 2006, the claimant appealed his conviction on the grounds that there was insufficient evidence to support the prostitution charge. The Court of Appeals ruled in his favor and reversed the conviction. In 2007, the Circuit Court entered a judgment of acquittal on both counts and ordered that the claimant be reimbursed by Milwaukee County and the DOC. The claimant requests \$5,000 compensation pursuant to § 775.05, Stats., for the time he served on both counts. While on electronic monitoring, the claimant was only allowed to leave his residence for work-related activity. He states that this restriction had a substantial negative impact on his computer networking business, of which he was the sole employee. The claimant also requests \$13,682.89 reimbursement for attorneys' fees relating to his initial defense, appeal and Claims Board claim.

The Milwaukee County District Attorney's Office believes that the jury transcripts from the claimant's original conviction speak for themselves. The DA's Office has no recommendation regarding this claim.

The Board concludes that the claimant has not presented clear and convincing evidence that he was innocent of the crime for which he was convicted. The Board further concludes that the claimant has failed to show that he was imprisoned, under the meaning of s. 775.05, Wis. Stats., as a result of this conviction.

5. Robert Lee Stinson of Milwaukee, Wisconsin claims \$115,000 compensation as an innocent convict pursuant to § 775.05, Stats., and \$14,000 attorney's fees on behalf of the Innocence Project for the 200 hours spent on his case at a rate of \$70 per hour. In November 1984, the body of Ione Cychosz was found in Milwaukee. Ms. Cychosz had been beaten to death and there were numerous bitemarks on her body. In December 1985, the claimant was tried and convicted of Ms. Cychosz's murder. There were no witnesses against him and the only physical evidence was expert witness testimony purporting to "match" the claimant's dentition to the bitemarks found on the victim. The claimant notes that this bitemark "match" testimony was obviously incorrect, even at the time of his trial. It is plain from the images used at the trial that the claimant was missing a tooth where the perpetrator had an intact tooth and that the claimant had a tooth where the perpetrator was missing a tooth. The claimant's trial attorney failed to raise this obvious flaw in the bitemark testimony. Furthermore, the claimant notes that modern forensic odontology has debunked the bitemark analysis techniques used by the experts at the

claimant's trial. After his conviction, the claimant obtained a reexamination of the bitemark evidence using more modern forensic odontological techniques. This new analysis actually excluded the claimant as a possible perpetrator. The claimant also requested DNA analysis of blood and saliva samples found on the victim's clothing. The State Crime Lab found and examined eight samples and conclusively excluded the claimant as the source of all eight samples. The claimant has always professed his innocence, stating that at the time of the murder he was at a party with friends, a story which has been corroborated by no less than five people, one of whom is a City of Milwaukee Police Officer. In January 2009, based on the new bitemark analysis and DNA evidence, the circuit court vacated the claimant's conviction and sentence. In July 2009, the State dismissed all charges against him. Finally, in May 2010, the DNA of convicted murderer Moses Price was matched to the scene and Mr. Price confessed to the murder of Ms. Cychosz. The claimant requests reimbursement for 23 years wrongfully spent in prison at the statutory reimbursement of \$5,000 per year (\$115,000).

The Milwaukee County District Attorney's Office very strongly supports Mr. Stinson's claim.

The Board concludes that there is clear and convincing evidence the claimant was innocent of the crime for which he was convicted and that pursuant to s. 775.05, Stats., the claim should be paid in the amount of \$25,000.00, from the Claims Board appropriation s. 20.505(4)(d), Stats. The Board believes that this maximum amount of compensation allowed under s. 775.05, Stats., is not adequate in this case and therefore also recommends to the Legislature an additional payment to the claimant of \$90,000.

6. Bill Karrels of Port Washington, Wisconsin claims \$1,150.92 for damage to a field caused by DNR warden's vehicle. On Thanksgiving Day 2009, the claimant found a conservation warden's truck mired in one of his farm fields. The warden told the claimant he was conducting hunting patrols and that he had followed vehicle tracks into the claimant's field and his vehicle became stuck in the wet soil. The warden's truck was towed out of the field but there were deep ruts remaining in the field. The claimant believes the wet conditions should have been obvious to the warden because there was standing water in the field. The claimant states that this field (1.3 acres) was seeded with alfalfa. The claimant states that the wet conditions and heavy, clay soil in the field did not allow him to just fill in the ruts but that he had to plow under and replant the entire field because of the damage. The claimant requests reimbursement for costs relating to preparation of the field (\$88.71), fertilizer (\$338.32), seed (\$107.64), loss of the first cutting of the field (\$536.25), and 4 hours additional labor and time to prepare this claim (\$80).

DNR believes the claim should be paid in the reduced amount of \$300. The department states that the warden involved in the incident was conducting routine patrols during the gun deer season when he discovered what appeared to be fresh tire tracks entering the claimant's field and traveling towards a wooded area. The warden entered the field, following the already existing tire tracks but approximately 22 yards into the field the truck became stuck in the soft soil. DNR notes that another individual had already driven into the field and caused damage, therefore all of the damage is not

attributable to the department. DNR also questions whether it was necessary for the claimant to replant the entire field, when only about 10% of the field was damaged. DNR also believes that several of the cost estimates provided by the claimant are either too high or unnecessary. The department does acknowledge that there was some damage caused by this incident but believes that given the pre-existing damage and the limited area of the damage that the claimant should be reimbursed in the reduced amount of \$300.

The Board concludes the claim should be paid in the reduced amount of \$300.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Natural Resources' appropriation s. 20.370(3)(mi), Stats.

7. Pamela M. Kramer of Gleason, Wisconsin claims \$1,287.04 for damage to her vehicle caused by vandals at Big Arbor Vitae Boat Landing and picnic area. The claimant states that she and her husband went fishing at the Big Arbor Vitae Boat Landing for the first time on August 1, 2010. She states that they arrived at 6 AM, launched their boat and parked their vehicle and boat trailer in the parking lot. She states that there were no other vehicles parked in the parking lot and that there were no parking space lines painted. They therefore pulled their vehicle and trailer up to one of the concrete parking curbs placed around the outside of the parking area. The claimant states that when they returned to their vehicle at 7 PM, other vehicles were parked in the middle of the lot, which left their vehicle blocking the turn-around area for the boat launch. They found a note under the windshield of their vehicle chastising them for parking in the middle of the drive and the words "Fuck You" keyed into the driver's side door of their vehicle. The claimant believes that had there been parking lines painted in the lot, this never would have happened. The claimant notes that the DNR has since added painted lines to the lot. The claimant states that she had purchased her vehicle just before this incident and requests reimbursement for the damage. She has received an estimate of \$1282.04 to fix the damage and was charged \$5.00 for a copy of the police report of this incident. The claimant has vehicle insurance with a \$250 deductible.

DNR recommends denial of this claim. The department points to Wisconsin's Recreational Immunity Law, s. 895.52, Stats., which holds DNR harmless for property damage suffered by recreational park users, unless DNR has committed a malicious act. DNR states that the lack of lines in the parking lot was certainly not a malicious act and that there was no requirement that such lines be in place. DNR notes that very few of the approximately 50 parking lots associated with boat ramps in that area have lines painted. DNR staff also notes that regular users of boat landings know to park in the middle of the lot and use the outside to maneuver. DNR states that a reasonable person would have been able to figure this out regardless of the lack of parking lines. The claimant made a mistake which was not only costly to her, but also inconvenienced all the other boat users at Big Arbor Vitae that day, who had difficulty launching their boats because of her parking error. DNR believes there is no legal or equitable basis for payment 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.

8. Jean A. Rygiel of Chippewa Falls, Wisconsin claims \$195.89 for damage to her personal vehicle. The claimant is employed by the DNR in Eau Claire, Wisconsin. On Friday, April 30, 2010, she left her personal vehicle at the Eau Claire office and took a state vehicle home so that she could pick up a coworker in Ladysmith and drive to a meeting in Wausau early Monday morning. The claimant's home is 25 miles closer to Ladysmith than the Eau Claire office, which made bringing the state vehicle home more practical. While the claimant's personal vehicle was parked at the Eau Claire office, vandals struck, damaging her vehicle as well as 14 other vehicles and the office itself. The claimant's windshield was smashed by the vandals. The claimant states that she has liability coverage only and is therefore requesting reimbursement for the full cost of replacing her windshield.

DNR recommends payment of this claim. While it is usually DNR policy to deny claims by employees for damaged personal property, the department believes that the circumstances of this case warrant an exception to that policy. DNR states that it is common practice to leave a personal vehicle overnight at the office while making use of a state vehicle for business purposes. DNR notes that this is a classic "but for" situation – but for the claimant's work related trip and the common practice of leaving personal vehicles at work in such situations, her vehicle would not have been damaged. DNR notes that 12 state vehicles at the Eau Claire office were vandalized, leading to the conclusion that if the claimant had taken her personal vehicle to the meeting and left the state vehicle behind, it would have been vandalized instead. Either way, the department would have sustained a loss. DNR believes that the claimant should be reimbursed based on equitable principles.

The Board concludes the claim should be paid in the amount of \$198.89 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Natural Resources' appropriation s. 20.370(1)(ea), Stats.

9. Speich Oil, Inc. of Brodhead, Wisconsin claims \$312.52 for property damage caused by a DATCP inspector. On May 24, 2010, DATCP inspector, Stephen Peters was inspecting meters on the claimant's fuel oil delivery trucks. While inspecting one of the truck meters, the nozzle handle broke off in Mr. Peters' hand. The claimant requests \$312.52 to replace the broken nozzle.

DATCP has no objection to payment of this claim. While there is no evidence that Mr. Peters was negligent, the nozzle did break while he was using it. DATCP therefore has no objection to payment of the replacement cost for the equipment.

The Board concludes the claim should be paid in the amount of \$312.52 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Agriculture, Trade and Consumer Protection's appropriation s. 20.115(1)(j), Stats.

10. Rachel M. Conway of New Berlin, Wisconsin claims \$166.63 for out-of-pocket expenses relating to an incident of vandalism to her vehicle. The claimant is a probation agent

employed by DOC. She states that on June 30, 2009, she drove her personal vehicle to a meeting at Horizon Halfway House in Milwaukee. The claimant states that she only used her personal vehicle because there were no state vehicles available. The claimant states that as she and her co-worker, Agent Arbogast, pulled out of the parking stall after the meeting, they heard a loud sound and the claimant's rear windshield shattered. The agents left the parking lot quickly due to the possibility they were being shot at. They pulled over after several blocks to call the police and discovered a rock in the back seat, which had apparently been thrown through the claimant's windshield. The claimant had the rear windshield replaced at a cost of \$295.63. The claimant's co-workers took up a collection to help her with the expense and raised \$129.00. The claimant has a \$500 insurance deductible. She requests reimbursement for her remaining out-of-pocket cost of \$166.63.

DOC recommends denial of this claim. DOC Fleet Policy states that "damages to the employee's personal vehicle are covered by the employee's own auto insurance and the employee is responsible for the insurance deductible. Under no circumstances will the State's property program pay for the employee's vehicle repairs. It is the employee's responsibility to carry personal auto liability insurance." DOC points to the fact that at no time was the claimant's vehicle under the care, custody or control of DOC and the claimant makes no allegation that the damaged was caused by a DOC employee or agent. This incident appears to be the result of random vandalism. Based on the facts giving rise to this incident and the clear DOC Fleet Policy regarding damage to personal vehicles, DOC 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.

11. Martin V. Elliott of Green Bay, Wisconsin claims \$98.70 for the value of property allegedly lost by DOC staff. The claimant is an inmate at Green Bay Correctional Institution. He was placed in segregation on June 23, 2009, following a fight with his cellmate. DOC staff inventoried his property on June 25, 2009, and placed it in a locked storage unit. The claimant states that he made several requests for a copy of the property inventory but never received one. He also states that while he was in segregation, he received letters from several inmates in the general population telling him that his former cellmate was trying to sell two pair of the claimant's shoes. The claimant contacted DOC staff, who informed him that they recovered both pair of shoes. The claimant was released from segregation and received his property back on November 11, 2009. The claimant states that the officer returning his property pushed the claimant into signing the inventory form without checking all of his property. The claimant states that when he finished searching his property, he realized immediately that there were items missing. The claimant alleges that a DOC employee, Sgt. Pagel, witnessed that he was missing property. The claimant filed an inmate complaint on November 13, 2009. The claimant's complaint was denied and he does not believe that DOC conducted a thorough investigation. The claimant believes that the fact his former cellmate had possession of his shoes is proof that DOC staff was negligent in storing his property while he was in

segregation. The claimant requests reimbursement for his missing property.

DOC recommends denial of this claim. DOC believes there is no evidence to support the claimant's assertion that DOC staff is responsible for his lost property. DOC notes that the claimant was not in segregation status and had access to his property between June 5th and 25th. DOC points to the fact that a comparison of the February 26 and June 25, 2009, property inventories show that several of the items in question went missing prior to the claimant going to segregation on June 25th. DOC also notes that the claimant's property was returned to him on November 11th but he did not complain of missing items until November 13th. DOC Sgt. Pagel states that on November 11, 2009, the claimant signed his property inventory without going through all of his boxes of property. DOC believes that the claimant had ample opportunity to lose, trade or discard the property before or after he was placed in segregation. DOC believes that his former cellmate's possession of the claimant's shoes is evidence that the cellmate pilfered some of the claimant's property before he was placed in segregation. DOC denies that the department's investigation was inadequate. DOC states that both the claimant and his former cellmate were interviewed several times and searches conducted for the missing property. DOC simply found no evidence that staff was responsible for the property loss.

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.

12. Carl Barrett of Boscobel, Wisconsin claims \$32.06 for the cost of 5 books allegedly lost by DOC and one kufi cap allegedly stolen by a DOC Officer. The claimant states that he purchased the books in 2008 and that they were missing from his property on October 16, 2009. The claimant notes that other books purchased at the same time were not missing from his property. The claimant filed a complaint about the missing books. The claimant's complaint was denied as being past the 14-day time limit. The claimant states this is not true and that the only delay was caused because DOC did not send a requested receipt copy in a timely manner. The claimant also requests reimbursement for an Islamic prayer cap (kufi). The claimant alleges that his kufi was in his cell prior to a cell search but missing after the search and several of the claimant's personal photos were ripped in half. The claimant alleges that the officer who conducted the search has a long history of harassing him and other inmates. The claimant states that he filed a complaint about the officer's conduct but that DOC always sides with its officers and never really investigated his complaint. The claimant requests reimbursement for his allegedly lost and stolen property.

DOC recommends denial of this claim. DOC states that the claimant was in Administrative Confinement Status on September 23, 2009, and was housed in Echo Unit. The claimant had control of his property in his cell in Echo Unit. The claimant was moved to a new cell in Alpha Unit on October 16, 2009. At that time, his property was packed up and he was given a property receipt. DOC notes that the books claimed as missing are not listed on that property receipt. Thus, during the time frame the claimant alleges the books went missing, they

were under his control in his cell, not under the control of DOC staff. DOC states that there is no evidence that the claimant's kufi was stolen and/or pictures damaged by a DOC officer during a cell search. Finally, DOC notes that the claimant has a long history of falsely accusing staff members of misconduct and the department believes that this claim is simply a continuation of that pattern.

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.

13. Shafiq Imani of Portage, Wisconsin claims \$51.18 for the unreimbursed value of a typewriter lost by DOC staff. The claimant is an inmate at Columbia Correctional Institution. In January 2010, the claimant was placed in segregation and his property, including his typewriter, was inventoried and stored by DOC staff. When the claimant was released from segregation status in April 2010, his typewriter was not returned with the rest of his property. DOC staff searched property storage for the typewriter but determined it had been lost. The full purchase price of the typewriter in 2007 was \$127.97. The claimant was reimbursed \$76.79 based on the institution's depreciation schedule. The claimant believes he is entitled to be reimbursed for the full purchase price of the typewriter under replevin law. The claimant does not believe the DOC depreciation schedule is legal because DOC staff was clearly negligent in losing his typewriter. The claimant requests reimbursement for the remainder of the purchase price of his typewriter.

DOC believes the claimant has already been fairly compensated and recommends denial of this claim. DOC does not dispute that staff lost or misplaced the claimant's typewriter while it was in storage. The Wisconsin Administrative Code DOC 309.20(5) provides "In case of loss or damage caused by the staff of an institution, the value of an inmate's personal property shall equal its value at the time of loss or damage, not to exceed its purchase price." DOC has established a Depreciation Schedule to determine the values of various items of property. Given the large number of inmates housed by DOC, it is inevitable that personal property will sometimes be misplaced. The Depreciation Schedule provides a fair and uniform method to determine the value of inmate property at the time of the loss. The schedule gives a typewriter a value of 5 useful years, therefore its value depreciates 20% per year. The claimant's typewriter was depreciated by 40% and his reimbursement was calculated based on that depreciation. DOC does not believe he is entitled to any further compensation.

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. Robert Kowalkowski of Green Bay, Wisconsin claims \$40.40 for the value of property allegedly lost by DOC staff when the claimant was transferred from Oshkosh Correctional Institution (OSCI) to Green Bay Correctional institution (GBCI). The claimant notes that a GBCI property staff member admitted that he "failed to completely fulfill his

responsibilities” in inventorying the claimant’s property upon receipt at GBCI. The claimant states that he did everything he could to get his property back, including filing an inmate complaint, which was denied. The claimant objects to DOC’s statements regarding his criminal history or “poor institutional adjustment.” He believes that those issues have nothing to do with this claim and that because the property was lost while under DOC control, he should be reimbursed.

DOC recommends denial of this claim. The claimant was transferred from OSCI to GBCI on January 15, 2010. When he was received at GBCI, the property provided to him was inventoried. DOC states that an inventory staff member has admitted that he did not fully document all items that came to GBCI with the claimant. However, DOC notes that records indicate that the claimant received a significant amount of property that did not belong to him when he arrived at GBCI. DOC states that this appears to show that there was property mix-up of some kind but notes that at no time did the claimant report that he received excess property. DOC also points to the claimant’s long history of rule breaking and poor institutional adjustment. DOC notes that the claimant waited a month to file a complaint regarding his allegedly missing property and the department believes that this delay was an attempt to avoid calling the staff’s attention to the extra property received by the claimant. DOC properly denied the claimant’s inmate complaint as untimely. Finally, DOC believes that if the property was lost by DOC staff, the claimant’s delay in filing a complaint and bringing this claim place the department at a disadvantage. Had the claimant timely reported the missing property, the matter would have been investigated promptly, giving staff a better chance of finding the property. DOC believes that the claimant’s delay and his “unclean hands” caused by his willingness to keep another inmate’s property, warrant denial 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.

15. Robert Kowalkowski of Green Bay, Wisconsin claims \$616.03 for the value of property allegedly improperly destroyed by DOC staff after the claimant was transferred to Green Bay Correctional institution (GBCI). On January 15, 2010, upon arrival at GBCI, the claimant received a property receipt/disposition form from staff, informing him of property that was not allowed at GBCI. The form stated that the claimant needed to provide an address to which he wanted the property mailed within 10 days of a denial of his inmate complaint. The claimant filed an inmate complaint on February 1st but it was returned by the Inmate Complaint Examiner (ICE) for clarification. The claimant filed again on February 16th and the ICE again returned the complaint, this time telling the claimant he needed to attempt to work out the issue with property room staff. On March 3rd the claimant wrote the ICE asking when the 10 day time limit to provide an address began. The examiner replied “Once a decision is made by the ICE the property room sends the item in question out.” On March 7th the claimant sent the mailing address to the property room staff. Staff responded that on February 10th, the ICE had informed them that the claimant had failed to file an inmate complaint and therefore

property staff destroyed the excess property on February 24th. The claimant believes the destruction of his property was in violation of DOC property rules. He believes that staff violated DOC 309.20 by not providing him with 10 days notice prior to the destruction of his property. He also believes that the rules state that absent a specific address provided by the claimant, excess property should have been mailed out to an individual on his visiting list. The claimant denies that any of the property in question was stolen. He filed a complaint and appeal regarding the destruction of his property, both of which were dismissed.

DOC recommends denial of this claim. At the time of his transfer to GBCI, the claimant possessed an unusually large amount of property, including several items that were clearly altered and therefore declared contraband. The claimant received notice of his disallowed property on January 15th. DOC rules provide that an inmate complaint must be filed within 14 days of the incident, which in this case would have been the receipt of the property notice. The claimant twice filed a complaint but each time it was rejected as improperly filed. The claimant failed to timely file a proper complaint. In addition, the claimant failed to provide an address to which he wished his property mailed within the required 10 day time period. Although the claimant did eventually provide an address, it was well after the expiration of the time limit and the claimant’s property had already been destroyed. DOC notes that even if the 10 day limit had not elapsed, GBCI policy gives the institution the right to determine how to dispose of contraband and non-allowable property and the destruction of the property was in compliance with DOC 303. Finally, DOC states that the claimant has a long history of disregard for the property rights of others and clearly does not come before the board with clean hands, since some of the property in question was almost certainly stolen.

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.

16. Aquan Mobley of Fox Lake, Wisconsin claims \$56.98 for the value of tennis shoes allegedly lost by DOC staff while the claimant was an inmate at Kettle Moraine Correctional Institution. On July 17, 2009, inmate Markese Jones was disciplined for unauthorized possession of the claimant’s tennis shoes. The disciplinary decision indicates “Return shoes to Mobley, Aquan” however DOC staff incorrectly destroyed the shoes as contraband on July 16, 2009. On August 13, 2009, the claimant filed an inmate complaint because his shoes had not been returned. The complaint was rejected as past the 14 day time limit. The claimant appealed and the appeal was denied. The claimant believes he should be reimbursed for the shoes which were improperly destroyed by DOC staff.

DOC recommends reimbursement of the claimant in the reduced amount of \$7.18. DOC notes that the claimant’s inmate complaint and appeal were correctly denied because the claimant failed to follow correct procedures for filing his complaint. However, DOC does not dispute that the shoes were destroyed in error and should have been returned to the claimant. DOC notes that the shoes were purchased in November 2006 and that the original purchase price was \$59.83. DOC uses a property depreciation schedule to establish

fair and uniform guidelines for reimbursing inmates. The depreciation schedule provides that tennis shoes have a useful life of 3 years and therefore depreciate by 33% for each year of use. Based on the purchase date, the claimant's shoes had depreciated by approximately 88% at the time they were destroyed. DOC therefore recommends reimbursement to the claimant of \$7.18, 12% of the original purchase price.

The Board concludes the claim should be paid in the reduced amount of \$7.18 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Corrections' appropriation s. 20.410(1)(a), Stats.

The Board concludes:

That the following claims are denied:

- Carl Barrett
- David W. Bateman
- Daniel J. Bertler
- Rachel M. Conway
- Martin V. Elliott
- James Flitter
- Thomas K. Froehlich
- Raymond Heiting
- Steve E. Hoogester
- Shafiq Imani
- Robert Kowalkowski (2 claims)
- Pamela M. Kramer
- James Kroll
- Edward Lehmann
- Peter J. Lieven
- David Rettler
- Duane R. Sawyer
- Clarence A. Schwartz
- James R. Shane
- Tony R. Spaeth
- Gordon Stowers
- Paul Thiesen
- Michael Towler
- David R. Turnpaugh
- Lloyd R. Uelmen
- William P. Vandenberg
- James E. Vetter, Jr.
- Brett E. Williams

That payment of the below amounts to the identified claimants from the following statutory appropriations is justified under S 16.007, Stats:

Bill Karrels	\$300.00	s. 20.370(3)(mi), Stats.
Jean A. Rygiel	\$195.89	s. 20.370(1)(ea), Stats.
Speich Oil, Inc.	\$312.52	s. 20.115(1)(j), Stats.
Aquan Mobley	\$7.18	s. 20.410(1)(a), Stats.

That payment of the below amounts to the identified claimants from the following statutory appropriations is justified under § 775.05, Stats:

Robert Lee Stinson	\$25,000.00	§ 20.505(4)(d), Stats.
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The Board recommends:

Payment of \$90,000 to Robert Lee Stinson for Innocent Convict Compensation pursuant to s. 775.05, Stats.

Dated at Madison, Wisconsin this 27th day of December, 2010.

STEVE MEANS
Chair, Representative of the Attorney General

DAVE HANSEN
Senate Finance Committee

SUSAN CRAWFORD
Representative of the Governor

**State of Wisconsin
Department of Health Services**

December 29, 2010

The Honorable, The Legislature:

In accordance with Section 51.06 (8), Wisconsin Statutes, enclosed is a copy of the report on people relocated and diverted from nursing homes, intermediate care facilities for the mentally retarded (ICFs-MR), and State Centers for the Developmentally Disabled in state fiscal year (SFY) 2010. This report provides information related to four programs, the ICF-MR Restructuring Initiative, Relocations from the State Centers for the Developmentally Disabled, the Community Relocation Initiative, and the Nursing Home Diversion Initiative.

**State of Wisconsin
Department of Administration**

December 30, 2010

The Honorable, The Legislature:

This report is transmitted as required by s. 20.002(11)(f), Wisconsin Statutes, (for distribution to the appropriate standing committees under s. 13.172(3), Wisconsin Statutes) and confirms that the Department of Administration has found it necessary to exercise the "temporary reallocation of balances" authority provided by this section in order to meet payment responsibilities and cover resulting negative cash balances during the month of November 2010.

On November 1, 2010, the Worker's Compensation Fund cash balance closed at a negative \$1.6 million (its intra-month low). This negative balance continued through November 16, 2010, when the fund's cash balance closed at a positive \$45 thousand. The negative balance was due to the difference in the timing of revenues and expenditures.

On November 1, 2010, the Mediation Fund cash balance closed at a negative \$35 thousand. This negative balance continued through November 19, 2010, when the fund's cash balance closed at a positive \$300 thousand. The Mediation Fund cash balance reached its intra-month low of a negative \$52 thousand on November 18, 2010. The negative balance was due to the difference in the timing of revenues and expenditures.

On November 22, 2010, the Police and Fire Protection Fund cash balance closed at a negative \$47.6 million (its intra-month low). This negative balance continued through November 30, 2010, when the fund's cash balance closed at a negative \$43.3 million. The negative balance was due to the difference in the timing of revenues and expenditures.

The Worker's Compensation Fund, Mediation Fund, and Police and Fire Protection Fund shortfalls were not in excess of the statutory interfund borrowing limitations and did not exceed the balances of the funds available for interfund borrowing.

The distribution of interest earnings to investment pool participants is based on the average daily balance in the pool and each fund's share. Therefore, the monthly calculation by the State Controller's Office will automatically reflect the use of these temporary reallocations of balance authority, and as a result, the funds requiring the use of the authority will effectively bear the interest cost.

Sincerely,
DANIEL SCHOOFF
 Secretary

Referred to joint committee on **Finance**.

**State of Wisconsin
 Government Accountability Board**

January 4, 2011

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 2009–2010 session of the legislature, visit the Government Accountability Board's web site at: <http://gab.wi.gov/>

Abel, Becky	Wisconsin Wetlands Association
Alexander, Jennifer	Greater Madison Chamber of Commerce, Inc.
Alston, Garth Amos–Sikora,	Altria Client Services Inc Lamar Amalgamated Transit Union Local 998
Armacost, Susan Ashenhurst, Karla Baas, Steve	Wisconsin Right to Life Inc Ministry Health Care Metropolitan Milwaukee Association of Commerce
Badeau, Jennifer	Wisconsin Petroleum Marketers & Convenience Store Association
Badger II, Richard C.	Wisconsin Council 40 AFSCME, AFL–CIO
Bartholow MD, Timothy Bartkowski, John	Wisconsin Medical Society Sixteenth Street Community Health Center
Battles, Cale Benforado, David J	State Bar of Wisconsin Municipal Electric Utilities of Wisconsin
Bliss, Amy Blomberg, Ken	Wisconsin Housing Alliance Wisconsin Rural Water Association
Borgerding, Eric	Wisconsin Hospital Association Inc (WHA)
Bowman, D'Anna Brenton, Steve	AARP Wisconsin Hospital Association Inc (WHA)
Brewer, F H Bromley, Matt Brooks, Bryan Brooks, Bryan Brown Pokorny, Kimberly	S.C. Johnson & Son Inc Customers First! Coalition Alliant Energy Cottonwood Financial Ltd. Wisconsin Veterinary Medical Association
Caneff, Denny Carey, Ray Carey, Ray	River Alliance of Wisconsin American Express Company Aurora Health Care Inc

Carey, Ray	Boys and Girls Clubs of Wisconsin
Carey, Ray Carey, Ray	Deloitte General Motors Company (formerly General Motors Corporation)
Carey, Ray Carey, Ray	Kwik Trip Inc Lilly U.S.A. (formerly Eli Lilly & Company)
Carey, Ray Carey, Ray	S.C. Johnson & Son Inc Wisconsin Early Autism Project Inc, The Celgene Corporation
Chesmore, Greg Childress, Jason Childress, Jason Childress, Jason	American Express Company Aurora Health Care Inc Boys and Girls Clubs of Wisconsin Deloitte General Motors Company (formerly General Motors Corporation)
Childress, Jason Childress, Jason	Kwik Trip Inc Lilly U.S.A. (formerly Eli Lilly & Company)
Childress, Jason Childress, Jason	S.C. Johnson & Son Inc Wisconsin Early Autism Project Inc, The
Christenson, Pamela	Wisconsin Petroleum Marketers & Convenience Store Association
Ciske, Thom	Fox Cities Chamber of Commerce & Industry
Cohen, Marshall Cohn, Andrew	Nuclear Energy Institute Wisconsin Alumni Research Foundation
Crawford, Kevin DeMars, Cheryl	Orion Energy Systems Employer Health Care Alliance Cooperative
Disch, Kent	Madison Area Builders Association
Doe, Johnny Duffy, Melissa	123 Corporation Employer Health Care Alliance Cooperative
Durham, Kelly	Corrections Corporation of America
Edwards, Lynn	Wisconsin Dietetic Association Inc
Elmer, Jane	Wisconsin Retired Educators Association
Esbeck, William	Wisconsin State Telecommunications Association
Essie, Patrick	Wisconsin Airport Management Association
Essie, Patrick	Wisconsin Hospital Association Inc (WHA)
Farkas, Joseph	Christian Science Committee on Publication for Wisconsin
Forester, John D	Association of Wisconsin School Administrators
Forester, John D	Wisconsin Association of School Business Officials
Forester, John D	Wisconsin Association of School District

Forester, John D	Administrators Wisconsin Council for Administrators of Special Services	Juan, Nicole	AFL-CIO United Council of UW Students
Franken, Andrew	Wisconsin Insurance Alliance	Kammer, Peter Kammer, Peter	Altria Client Services Inc Wisconsin Hospital Association Inc (WHA)
Fuller, Kevin	Bayer HealthCare LLC (formerly Bayer HealthCare)	Kilgore, Kathleen	Paralegal Association of Wisconsin Inc
Gallo Esq, Donald P Gallo Esq, Donald P	Wisconsin Fabricare Institute Wisconsin Petroleum Marketers & Convenience Store Association	Kinley, Tricia Kinzler, Ross Klonsinski, Michael	Johnson & Johnson Wisconsin Housing Alliance Wisconsin Center for Manufacturing and Productivity
Goss, Patrick	Wisconsin Transportation Builders Association	Kluesner, David R Knobel, Philip	International Paper Wisconsin Council for Administrators of Special Services
Grabel, John Graff, Corey Grant, Lori Grapentine, JD, Mark Gratz, Samuel	AFSCME Council 11 Wisconsin Gun Owners, Inc. River Alliance of Wisconsin Wisconsin Medical Society Union Pacific Railroad Company	Kobza, Lawrie	Municipal Environmental Group – Water Division State Bar of Wisconsin Community Advocates, Inc. Citizen Action of Wisconsin Appleton Papers Inc. Bio Forward Inc. (formerly Wisconsin Biotechnology and Medical Device Association Inc)
Groves Batiza, Monica	American Family Insurance Group	Korbitz, Adam Kraft, Debra Kraig, Robert Kuehn, Ronald W Kuehn, Ronald W	Envirotest Wisconsin Inc Institute of Scrap Recycling Industries, Wisconsin Chapter
Hall, Linda	Wisconsin Association of Family & Childrens Agencies	Kuehn, Ronald W Kuehn, Ronald W	Murphy Oil USA Inc Professional Insurance Agents of Wisconsin Wisconsin Agri-Service Association
Handzel Jr, Henry Harrison, Stephanie	Murphy Oil USA Inc Wisconsin Primary Health Care Association	Kuehn, Ronald W Kuehn, Ronald W	Wisconsin Bowhunters Association Wisconsin Cattlemen’s Association
Hatch, Sidney	Milwaukee Teachers Education Association	Kuehn, Ronald W Kuehn, Ronald W	Wisconsin State Cranberry Growers Association Medical College of Wisconsin
Hauser, Matthew	Wisconsin Petroleum Marketers & Convenience Store Association	Kuehn, Ronald W Kuehn, Ronald W	Appleton Papers Inc. Bio Forward Inc. (formerly Wisconsin Biotechnology and Medical Device Association Inc)
Herstand, Marc	National Association of Social Workers – Wisconsin Chapter	Kuehn, Ronald W	Envirotest Wisconsin Inc Institute of Scrap Recycling Industries, Wisconsin Chapter
Higley, Charles Hoven, Timothy Hoven, Timothy Hoven, Timothy Hoven, Timothy Hoven, Timothy	Citizens Utility Board AFSCME Council 11 Cottonwood Financial Ltd. Johnson & Johnson M.A. Mortenson Company Medical College of Wisconsin	Kuehn, Ronald W Kuehn, Ronald W Kuehn, Ronald W Kuehn, Ronald W	Murphy Oil USA Inc Professional Insurance Agents of Wisconsin Wisconsin Agri-Service Association
Hoven, Timothy	United States Cellular Corporation	Kuhn, Kathryn	Wisconsin State Cranberry Growers Association Medical College of Wisconsin
Hoven, Timothy	Wisconsin Academy of Family Physicians	Lamb, Jordan Lamb, Jordan	Appleton Papers Inc. Bio Forward Inc. (formerly Wisconsin Biotechnology and Medical Device Association Inc)
Hoven, Timothy	Wisconsin Cemetery & Cremation Association	Lamb, Jordan Lamb, Jordan	Envirotest Wisconsin Inc Institute of Scrap Recycling Industries, Wisconsin Chapter
Hoven, Timothy	Wisconsin Dietetic Association Inc	Lamb, Jordan Lamb, Jordan	Murphy Oil USA Inc Professional Insurance Agents of Wisconsin Wisconsin Agri-Service Association
Hoven, Timothy	Wisconsin Petroleum Marketers & Convenience Store Association	Lamb, Jordan Lamb, Jordan	Wisconsin Cattlemen’s Association Wisconsin State Cranberry Growers Association
Huebscher, John A	Wisconsin Catholic Conference	Lamb, Jordan Lamb, Jordan	AARP Great Lakes Timber Professionals Association
Janowski, Jon John, Maliyakal	Hunger Task Force WiSys Technology Foundation, Inc.	Lamb, Jordan	
Johnson, Stan	Milwaukee Teachers Education Association	Lamb, Jordan	
Jones, Robert	Wisconsin Community Action Program Association	Lamb, Jordan	
Jordahl, William Jorgensen, John	Alliant Energy Painters & Allied Trades, District Council No. 7,	Lamkins, Lisa Langenohl, Tony	

Langyel, Michael	Milwaukee Teachers Education Association	Natzke, Ryan	Association Inc Wisconsin Petroleum Marketers & Convenience Store Association
LaRowe, Christopher	Wisconsin State Telecommunications Association	Nelson, Paul M	Wisconsin Association of Independent Colleges and Universities
Lawrence, David	Wisconsin Rural Water Association	Newton, Delora	Greater Madison Chamber of Commerce, Inc.
Leonard, Russell	Wisconsin Chiropractic Association	O'Brien, Erin	Wisconsin Wetlands Association
Levin, Jeremy	Rural Wisconsin Health Cooperative	O'Connell, Connie	Wisconsin Council of Life Insurers
Little, Kevin	Greater Madison Chamber of Commerce, Inc.	O'Connor, Alice	AVIS Budget Group
Lochner, Thomas H	Wisconsin State Cranberry Growers Association	O'Connor, Alice	Explore Information Services LLC
Loehr, Kira	Citizens Utility Board	O'Connor, Alice	Wisconsin Chiefs of Police Association Inc
Lonergan, Sandra	State Bar of Wisconsin	O'Connor, Alice	Wisconsin Institute of Certified Public Accountants
Lucas, Paul	MillerCoors LLC	Palmer, Todd	Murphy Oil USA Inc
Lynch, James M	Association of Wisconsin School Administrators	Paul, Richard	Wisconsin Academy of Ophthalmology
Lyons, Barbara	Wisconsin Right to Life Inc	Paul, Richard	Wisconsin Chapter of the American College of Emergency Physicians Inc
Marion, Edward	Brown County Citizens for Responsible Wind Energy, Inc.	Petersen, Eric J	J. F. Ahern Co.
Markeland, Kathy	Wisconsin Association of Family & Childrens Agencies	Petersen, Eric J	Madison Gas & Electric Company
McCabe, Michael	Wisconsin Democracy Campaign	Petersen, Eric J	Wisconsin Housing Preservation Corp
McCoshen, William J	Wisconsin Transportation Builders Association	Petersen, Eric J	Wisconsin Transportation Builders Association
McDowell, Kelly	Celgene Corporation	Petri, Tom	Wisconsin Primary Health Care Association
McDowell, Kelly	Fair Aid Coalition	Petty, John	Wisconsin Agri-Service Association
McDowell, Kelly	Wisconsin Beverage Association	Pfaff, Shawn	Wisconsin Transportation Builders Association
McDowell, Kelly	Wisconsin Veterinary Medical Association	Phillips, M. D., Robert	Marshfield Clinic
McGarey, Michael	Nuclear Energy Institute	Plautz, Jolene	Insurance Auto Auctions
McGowan, Danny L.	Wisconsin Teamsters Joint Council 39	Plautz, Jolene	Kwik Trip Inc
McKenzie, Ellyn	Sixteenth Street Community Health Center	Plautz, Jolene	Naturist Action Committee
McMurray, Susan	AFSCME Council 11	Plautz, Jolene	Wisconsin Association of Assessing Officers
McNeely, Susan	Wisconsin Assembly for Surgical Technology	Plautz, Jolene	Wisconsin Association of Fairs
Mehrhoff, Jeff	Painters & Allied Trades, District Council No. 7, AFL-CIO	Plautz, Jolene	Wisconsin Auto Collision Technicians Assn. Ltd.
Merline, Paul	Wisconsin Hospital Association Inc (WHA)	Plautz, Jolene	Wisconsin Raw Milk Association (dba People for the Personal Choice of Raw Milk)
Meske, Scott J	Municipal Electric Utilities of Wisconsin	Plautz, Jolene	Wisconsin State Horse Council
Moscicke, Michael	United Council of UW Students	Ramey, Melanie	Wisconsin Utility Tax Association
Natzke, Ryan	Cottonwood Financial Ltd.	Rasch, Christopher	Hospice Organization and Palliative Experts of Wisconsin (HOPE)
Natzke, Ryan	Johnson & Johnson	Raymond, Sr., John R.	Wisconsin Medical Society
Natzke, Ryan	M.A. Mortenson Company	Reding, M. D., Douglas	Medical College of Wisconsin
Natzke, Ryan	Medical College of Wisconsin	Reid, Andrew	Marshfield Clinic
Natzke, Ryan	United States Cellular Corporation		Milwaukee Teachers
Natzke, Ryan	Wisconsin Academy of Family Physicians		
Natzke, Ryan	Wisconsin Cemetery & Cremation Association		
Natzke, Ryan	Wisconsin Dietetic		

Renk, Bryan	Education Association Bio Forward Inc. (formerly Wisconsin Biotechnology and Medical Device Association Inc)	Walby, Kathleen Walby, Kathleen Walby, Kathleen	Boys and Girls Clubs of Wisconsin Deloitte General Motors Company (formerly General Motors Corporation)
Richards, Michael	Gundersen Lutheran Administrative Services, Inc	Walby, Kathleen Walby, Kathleen	Kwik Trip Inc Lilly U.S.A. (formerly Eli Lilly & Company)
Riemer, David	Community Advocates, Inc.		S.C. Johnson & Son Inc
Roller, Rachel	Aurora Health Care Inc	Walby, Kathleen	Wisconsin Early Autism Project Inc, The
Roys, Lisa	State Bar of Wisconsin	Walby, Kathleen	Madison Gas & Electric Company
Schlimm, Richard	Wisconsin Community Action Program Association	Walker, Mindy	MillerCoors LLC Wisconsin Catholic Conference
Schreiber, Martin	MillerCoors LLC	Walker, Mindy	Property Casualty Insurers Association of America
Sella, Barbara	Wisconsin Catholic Conference	Walker, Mindy	Takeda Pharmaceuticals America
Shepherd, Jeremy	GTECH Corporation	Walker, Mindy	Tavern League of Wisconsin
Shepherd, Jeremy	MillerCoors LLC		Wisconsin Transportation Builders Association
Size, Tim	Rural Wisconsin Health Cooperative	Walker, Mindy	GTECH Corporation MillerCoors LLC
Slaughter, Kara	Wisconsin Farmers Union	Walker, Mindy	Wisconsin Hospital Association Inc (WHA)
Speer, Beverly	Wisconsin Democracy Campaign	Walker, Thomas	Wisconsin Association of Independent Colleges and Universities
Stanford, Matthew	Wisconsin Hospital Association Inc (WHA)	Walsh, Kenneth Walsh, Kenneth	Medical College of Wisconsin
Stenger, Scott	Madison Gas & Electric Company	Warmuth, Judith	Wisconsin Academy of Family Physicians
Stenger, Scott	MillerCoors LLC		Wisconsin Cemetery & Cremation Association
Stenger, Scott	Property Casualty Insurers Association of America	Wegenke, Rolf	Wisconsin Dietetic Association Inc
Stenger, Scott	Takeda Pharmaceuticals America	Welsh, Michael	Sierra Club – John Muir Chapter
Stenger, Scott	Tavern League of Wisconsin	Welsh, Michael	Wisconsin Association of School Business Officials
Stewart, Carol	Advance America Cash Advance Centers, Inc.	Welsh, Michael	Wisconsin Association of Independent Colleges and Universities
Sumi, John	Madison Gas & Electric Company	Welsh, Michael	
Swandby, Janet R	Paralegal Association of Wisconsin Inc	Werner, Shahla	
Swiderski, Julie	Wheaton Franciscan Healthcare	Wiedenhoeft, Woodrow	
Swingle, Brian	Wisconsin Fabricare Institute		
Swingle, Brian	Wisconsin Green Industry Federation	Wink, Wendy	
Taylor, David	Madison Metropolitan Sewerage District		
Tempelis, Eric	Gundersen Lutheran Administrative Services, Inc		
Thompson, Steven	Wisconsin Park and Recreation Association		
Traas, Kevin	Wisconsin Transportation Builders Association		
Turney, Susan, MD, MS, FACP, FAMPE,	Wisconsin Medical Society		
Tussler, Sherrie	Hunger Task Force		
Vetter, Marilyn	Takeda Pharmaceuticals America		
Vetterkind, Michelle	Wisconsin Broadcasters Association		
Volk, Joseph	Community Advocates, Inc.		
Von Ruden, Darin	Wisconsin Farmers Union		
Wadas, Kimberly	Wisconsin Catholic Conference		
Walby, Kathleen	American Express Company		
Walby, Kathleen	Aurora Health Care Inc		

Also available from the Wisconsin Government Accountability 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,
KEVIN KENNEDY
Director and General Counsel

**State of Wisconsin
Legislative Audit Bureau**

January 4, 2011

The Honorable, The Legislature:

This biennial report, which is required under s. 13.94(1)(j), Wis. Stats., summarizes the Legislative Audit Bureau's statutory responsibilities and highlights significant accomplishments from January 1, 2009, through December 31, 2010.

During that biennium, we produced more than 70 independent audits, evaluations, reviews, opinions, and certifications. Our work helps to assure the Legislature and the public that financial transactions and management decisions are made effectively, efficiently, and in compliance with the law and that the policies and practices of state agencies are consistent with legislative intent. Our reports frequently include recommendations that improve government programs and services, maximize federal reimbursements, and ensure public funds are wisely spent and appropriately accounted for.

We are proud to deliver accurate and useful information that enhances accountability and assists the Legislature in its oversight of executive branch agencies. We look forward to serving the Legislature, the Governor, and the people of Wisconsin in the coming years.

Sincerely,
JANICE MUELLER
 State Auditor

**State of Wisconsin
 Department of Justice**

January 6, 2011

The Honorable, The Legislature:

Section 165.90 of the Wisconsin Statutes requires the Department of Justice to report on the performance of cooperative county-tribal law enforcement programs receiving aid under this section. This letter constitutes our report.

This marks the twenty-third year that the Department has awarded grants for cooperative county-tribal law enforcement programs. The statutes require counties and tribes to develop joint program plans. The Department requires plans to include resolutions of support for the plan adopted by county boards and tribal governing bodies, to signify cooperation and mutual commitment.

This program pays for a variety of law enforcement services to Native American communities across Wisconsin. Grants have been used for the costs of personnel, patrol, investigation, crime prevention, K-9 units, information technology, law enforcement training, alternatives to drug abuse and gang involvement, diversity training, cultural awareness education, and emergency/rescue equipment. An increasing number of grants are awarded to programs that include tribal policy departments, generally helping to pay for tribal liaison personnel and patrol services provided to Native American reservations and communities.

The amount appropriated for this program in State Fiscal Year 2011 was \$701,300. Grant funds come from tribal gaming receipts as appropriated in the biennial budget. For Calendar Year 2011, the Department issued 19 awards totaling \$701,300. These awards were in the following amounts:

<u>County</u>	<u>Tribe</u>	<u>CY2010 Award</u>
Ashland	Bad River	
	Chippewa	\$57,003
Barron	St. Croix	
	Chippewa	\$12,259
Bayfield	Red Cliff	
	Chippewa	\$56,122
Brown	Oneida Nation	\$40,242

Burnett	St. Croix	
	Chippewa	\$16,254
Forest	Potawatomi	\$38,515
Forest	Sokaogon Chippewa	\$33,065
Jackson	Ho Chunk Nation	\$30,718
Juneau	Ho Chunk Nation	\$33,746
Menominee	Menominee	\$75,593
Monroe	Ho Chunk Nation	\$24,203
Outagamie	Oneida Nation	\$35,299
Polk	St. Croix Chippewa	\$17,221
Sauk	Ho Chunk Nation	\$28,442
Sawyer	Lac Courte Oreilles	
	Chippewa	\$66,673
Shawano	Ho Chunk Nation	\$17,734
Shawano	Stockbridge-Munsee	
	Mochican	\$42,233
Vilas	Lac de Flambeau	
	Chippewa	\$55,815
Wood	Ho Chunk Nation	\$20,163
TOTAL		\$701,300

The Department of Justice's County-Tribal Law Enforcement Grant Program continues to help local law enforcement provide needed services in Native American communities. In addition this program helps build a cooperative atmosphere and positive relationship between law enforcement and tribal governments and communities. I am please to share information regarding this important program with you.

Sincerely,
J.B. VAN HOLLEN
 Attorney General

**State of Wisconsin
 Department of Health Services**

January 7, 2011

The Honorable, The Legislature:

The attached report is submitted to the Legislature pursuant to s.46.27 (11g) and s.46.277 (5m) of the Wisconsin statutes, which require the Department of Health Services to submit an annual report for the Community Options Program (COP) and the Home and Community-Based Waivers (COP-W/CIP II). The attached report describes the persons served, program expenditures, and services delivered through the COP, COP-Waiver, and CIP II programs in calendar year 2009.

The Community Options Program provides services to people who are elderly or who have a physical, developmental or mental disability, and is coordinated with all of Wisconsin's Medicaid Home and Community-Based Waivers including Family Care. With the Department's oversight, county agencies are able to ensure that a comprehensive and individualized care plan is provided, while maintaining program flexibility and integrity, and maximizing federal matching funds.

Sincerely,
DENNIS G. SMITH
 Secretary

Referred to joint committee on **Finance**.

**State of Wisconsin
Government Accountability Board**

January 11, 2011

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 2011–2012 session of the legislature, visit the Government Accountability Board’s web site at: <http://gab.wi.gov/>

Ahner, Betsy	Wisconsin Propane Gas Association	Cook, Andrew	Alliance of Automobile Manufacturers
Altenburg, Rana	Marquette University	Cook, Andrew	Association of Wisconsin Surgery Centers, Inc.
Antonneau, Ronald	Wisconsin Public Service Corporation	Cook, Andrew	Northern States Power d/b/a Xcel Energy
Ashley, John	Wisconsin Association of School Boards Inc	Cook, Andrew	Wisconsin Defense Counsel (formerly Civil Trial Counsel of Wisconsin)
Austin, Jordan	National Rifle Association of America	Cox, Christopher	National Rifle Association of America
Bablitch, Kelly	Milwaukee County	Czech–Mrochinski, Mary	Marquette University
Ball, Christine	Northern States Power d/b/a Xcel Energy	Dake, Brian	Wisconsin Independent Businesses Inc
Beebe, Thomas	Wisconsin Alliance For Excellent Schools	de la Rosa, Roy	Milwaukee County
Bellcock, Michael	IBEW Local Union 2150	Dennik–Champion, Georgina M	Wisconsin Nurses Association
Bonavia, Jeri	WAVE Educational Fund	Diedrick–Kasdorf, Sarah	Wisconsin Counties Association
Boullion, James	Associated General Contractors of Wisconsin Inc	Donovan, David	Northern States Power d/b/a Xcel Energy
Boyer, Amy	3M	DuPont, Robert	Alliance for Regulatory Coordination
Boyer, Amy	Alliance of Automobile Manufacturers	Early–Reinhard, Annie	Forest County Potawatomi Community
Boyer, Amy	American Red Cross	Early–Reinhard, Annie	PLS Financial Services Inc.
Boyer, Amy	Enterprise Holdings, Inc (formerly Enterprise Rent–A–Car)	Early–Reinhard, Annie	Wisconsin Pipe Trades Association
Boyer, Amy	Northern States Power d/b/a Xcel Energy	Elverman, Timothy J	Independent Care Health Plan 3M
Boyer, Amy	Wisconsin Economic Development Association	Engel, Andrew	American Red Cross
Boyer, Amy	Wisconsin Mortgage Bankers Association	Engel, Andrew	Association of Wisconsin Surgery Centers, Inc.
Brandt, Sharon	Cooperative Network Association	Engel, Andrew	Delta Dental of Wisconsin Inc
Burnett, Douglas	AFSCME International	Engel, Andrew	Enterprise Holdings, Inc (formerly Enterprise Rent–A–Car)
Butler, Robert	Wisconsin Association of School Boards Inc	Engel, Andrew	Northern States Power d/b/a Xcel Energy
Cady, Stephen	Milwaukee County	Engel, Andrew	Wisconsin Coalition to End Homelessness
Callender, David	Wisconsin Counties Association	Engel, Andrew	Wisconsin Economic Development Association
Carey, Ray	Wisconsin Public Service Corporation	Engel, Andrew	Wisconsin Mortgage Bankers Association
Ceel, Forrest	IBEW Local Union 2150	Engel, John C	Wisconsin Credit Union League
Childress, Jason	Wisconsin Public Service Corporation	Ermert, George	Forest County Potawatomi Community
Christianson, Peter C	Southeastern Wisconsin Schools Alliance	Ermert, George	Wisconsin Pipe Trades Association
Christianson, Peter C	Teachers Insurance & Annuity Association of America	Fassbender, Robert I	Alliance of Automobile Manufacturers
Christianson, Peter C	Wisconsin Land Title Association	Fassbender, Robert I	Northern States Power d/b/a Xcel Energy
Clay, Timothy	Cooperative Network Association	Fassbender, Robert I	Wisconsin Defense Counsel (formerly Civil Trial Counsel of Wisconsin)
Conrad, Debra	Peterson Wisconsin Realtors Association	Fassbender, Robert I	Wisconsin Economic Development Association
		Fischer, Laurie	Dairy Business Association
		Franklin, Nathan	Dairyland Power Cooperative
		Gard, John	Wisconsin Independent Businesses Inc
		Gerrard, Mary Ann	Wisconsin Automobile & Truck

Godiksen, Carol	Dealers Association Inc American Council of Engineering Companies of Wisconsin	McClenahan, William	Community Wisconsin Solar Energy Industries Association
Goyke, Gary R.	Transit Mutual Insurance Corporation of Wisconsin	McCoshen, William J McCoshen, William J McCoshen, William J McCoshen, William J	Community Loans of America Dairy Business Association Plum Creek Timber Company Inc Wisconsin State Attorney's Union
Gratz, Samuel	Wisconsin Central Ltd (using the trade name CN)		
Graul, Mark	Wisconsin Public Service Corporation	McCoshen, William J	Wisconsin Wine and Spirit Institute
Gross, Shel	Mental Health America of Wisconsin	McGuigan, Richard	Community Bankers of Wisconsin
Hale, Karen Etter	Madison Audubon Society Inc	McIntosh, Forbes	Apple Inc.
Havens, Ferron	Wisconsin Agribusiness Council	McIntosh, Forbes	ATTIC Correctional Services Inc
Henker, Scott	Plum Creek Timber Company Inc	McIntosh, Forbes	Bethesda Lutheran Communities
Hochkammer, Jon	Wisconsin Counties Association	McIntosh, Forbes	Dane County Cities & Villages Association
Holcomb, Bridget	Michael Fields Agricultural Institute	McIntosh, Forbes	Extencicare Health Services Inc
Hubbard, Gregory	AIDS Resource Center of Wisconsin Inc	McIntosh, Forbes McIntosh, Forbes McIntosh, Forbes McIntosh, Forbes	FiveStar Quality Care Inc HCR Manor Care Kindred Healthcare Residential Services Association of Wisconsin
Jablonski, Ann	Wisconsin Towns Association		Veritec Solutions
Jablonski, Frank	Nuclear Energy Institute		Wisconsin Assisted Living Association
Jelinski, David	Dairy Business Association		Wisconsin EMS Association
Kalies, Beata	Cooperative Network Association	McIntosh, Forbes McIntosh, Forbes	Wisconsin Chiropractic Association
Kaminski, Andrea	League of Women Voters of Wisconsin Education Fund Inc		Wisconsin Realtors Association
Kammer, Peter	American Council of Engineering Companies of Wisconsin	McIntosh, Forbes Moore, Thomas E	Wisconsin Automobile & Truck Dealers Association Inc
Keckhaver, John	Leukemia & Lymphoma Society, The	Murray, E Joe Norman, Paul	Wisconsin Counties Association Cooperative Network Association
Keeton, Bill	AIDS Resource Center of Wisconsin Inc	O'Connell, Mark D Oemichen, William	PROFS Inc
Kilgore, Kathleen	Wisconsin Hotel and Lodging Association		Wisconsin Association of School Nurses
Klaetsch, George	Elevator Industry Work Preservation Fund	O'Meara, Jack O'Meara, Jack	Wisconsin School Social Workers Association
Klaetsch, George	Wisconsin Agribusiness Council	O'Meara, Jack	Delta Dental of Wisconsin Inc
Klaetsch, George	Wisconsin Coalition for Consumer Choice	Osborne, Patrick Osborne, Patrick	Wisconsin Coalition to End Homelessness
Kuehn, Ronald W	Association of State Prosecutors	Perkins, William	Wisconsin Partnership for Housing Development Inc, The JP Cullen and Sons, Inc.
Lamb, Jordan	Association of State Prosecutors		Wisconsin Association of Distributors Inc
Lamont, Cori	Wisconsin Realtors Association	Petersen, Eric J Petersen, Eric J	Wisconsin Wine and Spirit Institute
Langenohl, Tony	Plum Creek Timber Company Inc		Community Loans of America Dairy Business Association
Larson, Rebecca	Northern States Power d/b/a Xcel Energy		Wisconsin State Attorney's Union
Larson, Thomas	Wisconsin Realtors Association	Petersen, Eric J	National Private Duty Association – Wisconsin Chapter
LaSorte, Darren	National Rifle Association of America	Pfaff, Shawn Pfaff, Shawn Pfaff, Shawn	Wisconsin Towns Association Wisconsin Hotel and Lodging Association
Lemke, Daniel	Plum Creek Timber Company Inc		Wisconsin Association of School Boards Inc
Liebe, Thomas	Wisconsin Credit Union League		Cooperative Network Association
Little, Steven C	Citigroup Management Corporation	Plautz, Jolene	Wisconsin Association of Homes & Services for the Aging Inc
Lobb, William K	Marquette University	Plautz, Jolene	
Lund, Daryll	Community Bankers of Wisconsin	Pugal, Trisha	
Malkasian, William	Wisconsin Realtors Association	Quick, Joseph	
Manske, John	Cooperative Network Association	Rabbitt, James	
Martinez, Lupe	United Migrant Opportunity Services/UMOS Inc	Ramsey, Thomas	
McClenahan, William	Forest County Potawatomi		

Reck, Donald Northern States Power d/b/a Xcel Energy
 Reinemann, John Wisconsin Counties Association
 Rossmiller, Dan Wisconsin Association of School Boards Inc
 Rude, Brian Dairyland Power Cooperative
 Ruesch, Kristin Wisconsin Public Service Corporation
 Sauer, John R Wisconsin Association of Homes & Services for the Aging Inc
 Schillinger, Patrick Wisconsin Public Service Corporation
 Schlueter, Shannon Community Bankers of Wisconsin
 Schoeneck, Brian Wisconsin Association of Homes & Services for the Aging Inc
 Schreiber, Martin Forest County Potawatomi Community
 Sellen, Jayme Dairy Business Association
 Sepic, William Wisconsin Automobile & Truck Dealers Association Inc
 Sharp III, James Reckitt Benckiser Pharmaceuticals Inc
 Shepherd, Jeremy Forest County Potawatomi Community
 Shepherd, Jeremy Wisconsin Pipe Trades Association
 Shepherd, Jeremy Wisconsin Solar Energy Industries Association
 Snyder, Chris Wisconsin Automobile & Truck Dealers Association Inc
 Stadelman, Richard J Wisconsin Towns Association
 Stenger, Scott Community Loans of America
 Strohl, Joseph Bank of America Corporation/Bank of America, N.A.
 Strohl, Joseph Menominee County
 Strohl, Joseph Wisconsin Assembly for Surgical Technology
 Swandby, Janet R Wisconsin Association of Home Inspectors
 Theo, Michael Wisconsin Realtors Association
 Timm, Craig Domtar Industries Inc.
 Turonie, Lee Wisconsin Towns Association
 Uekert, Phillip Wisconsin Public Service Corporation
 Wagner, Burton Wisconsin Nurses Association
 Wainscott, Sarah Wisconsin Credit Union League
 Walby, Kathleen Wisconsin Public Service Corporation
 Walsh, Kenneth Forest County Potawatomi Community
 Walsh, Kenneth Wisconsin Pipe Trades Association
 Ward, David Cooperative Network Association
 Welch, Robert Wisconsin Bear Hunters Association
 Welch, Robert Wisconsin Wine and Spirit Institute
 Winters, Amy Gold'n Plump
 Zelenkova, Ramie AIDS Resource Center of Wisconsin Inc
 Zelenkova, Ramie Independent Care Health Plan

ADVICE AND CONSENT OF THE SENATE

**State of Wisconsin
 Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint ANDERSON, ELOISE, of Sacramento, CA, as Secretary of the Department of Children and Families, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
 Governor

Read and referred to committee on **Public Health, Human Services, and Revenue.**

**State of Wisconsin
 Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint BILDSTEN, PETE, of Baraboo, as Secretary of the Department of Financial Institutions, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
 Governor

Read and referred to committee on **Financial Institutions and Rural Issues.**

**State of Wisconsin
 Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint BRANCEL, BEN, of Endeavor, as Secretary of the Department of Agriculture, Trade and Consumer Protection, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
 Governor

Read and referred to committee on **Agriculture, Forestry, and Higher Education.**

**State of Wisconsin
 Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint CHANDLER, RICHARD, of Madison, as Secretary of the Department of Revenue, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
 Governor

Read and referred to committee on **Public Health, Human Services, and Revenue.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint GOTTLEB, MARK, of Port Washington, as Secretary of the Department of Transportation, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Transportation and Elections.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint HAMBLIN, GARY, of Madison, as Secretary of the Department of Corrections, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Labor, Public Safety, and Urban Affairs.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint HUEBSCH, MICHAEL, of West Salem, as Secretary of the Department of Administration, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Judiciary, Utilities, Commerce, and Government Operations.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint JADIN, PAUL, of Green Bay, as Secretary of the Department of Commerce, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Judiciary, Utilities, Commerce, and Government Operations.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint KLETT, STEPHANIE, of Beloit, as Secretary of the Department of Tourism, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Workforce Development, Small Business, and Tourism.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint NICKEL, TED, of Merrill, as Commissioner of the Office of the Commissioner of Insurance, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Insurance and Housing.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint PEREZ, MANUEL, of Milwaukee, as Secretary of the Department of Workforce Development, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Workforce Development, Small Business, and Tourism.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint ROSS, DAVE, of Superior, as Secretary of the Department of Regulation and Licensing, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Labor, Public Safety, and Urban Affairs.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint STEPP, CATHY, of Sturtevant, as Secretary of the Department of Natural Resources, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER

Governor

Read and referred to committee on **Natural Resources and Environment.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint WINSTON, WYMAN, of Atlanta, GA, as Executive Director of the Wisconsin Housing and Economic Development Authority, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Economic Development and Veterans and Military Affairs.**

**State of Wisconsin
Office of the Governor**

January 3, 2011

The Honorable, The Senate:

I am pleased to nominate and with the advice and consent of the Senate, do appoint SMITH, DENNIS, of Springfield, VA, as Secretary of the Department of Health Services, to serve for the term ending at the pleasure of the Governor.

Respectfully Submitted,
SCOTT WALKER
Governor

Read and referred to committee on **Health.**