



STATE OF WISCONSIN

Senate Journal

One-Hundred and Seventh Regular Session

10:53 A.M.

THURSDAY, June 12, 2025

The Senate met.

The Senate was called to order by Senator Kapenga.

Pursuant to Senate Rule 17 (6), the Chief Clerk made the following entries under the above date.

INTRODUCTION, FIRST READING, AND REFERENCE OF PROPOSALS

Read and referred:

Senate Joint Resolution 67

Relating to: honoring Anna Mae Robertson for her extraordinary achievements and service to our nation.

By Senators Drake, L. Johnson, Carpenter, Dassler-Alfheim, Hesselbein, Jacque, Larson, Ratcliff, Roys and Spreitzer; cosponsored by Representatives Moore Omokunde, Arney, Goodwin, Haywood, Madison, Rivera-Wagner, Stubbs, Taylor, DeSmidt, Emerson, Joers, Miresse, Ortiz-Velez, Prado, Roe, Sinicki, Spiros, Stroud, Subeck, Tenorio and Udell.

To the committee on **Senate Organization**.

Senate Joint Resolution 69

Relating to: honoring the life and public service of Representative Terrence A. "Terry" Willkom.

By Senators Smith, Carpenter, Ratcliff, Hesselbein, Wirsch, Spreitzer and James; cosponsored by Representatives Emerson, Sinicki, Phelps, Stroud, Murphy, Palmeri and Roe.

To the committee on **Senate Organization**.

Read first time and referred:

Senate Joint Resolution 68

Relating to: eliminating constitutional restrictions on marriage (first consideration).

By Senators Carpenter, Dassler-Alfheim, Roys, Spreitzer, Ratcliff, Drake, Habush Sinykin, Hesselbein, L. Johnson, Keyeski, Larson, Pfaff, Smith, Wall and Wirsch; cosponsored by Representatives Rivera-Wagner, Udell, Cruz, Neubauer, Phelps, Snodgrass, Spaude, Stroud, Arney, Clancy, Anderson, Andraca, Bare, DeSanto, Emerson, Fitzgerald, Hong, Joers, Johnson, Madison, Mayadev, Miresse, Moore Omokunde, Ortiz-Velez, Palmeri, Prado, Roe, Stubbs, Subeck and Vining.

To the committee on **Licensing, Regulatory Reform, State and Federal Affairs**.

Senate Bill 319

Relating to: designating the rusty patched bumble bee as the state native insect.

By Senators Habush Sinykin, Larson, Ratcliff, Roys, Smith, Spreitzer and Drake; cosponsored by Representatives Andraca, Behnke, Snodgrass, Miresse, DeSanto, Palmeri, Rivera-Wagner, DeSmidt, Sinicki, Doyle, Stubbs, Billings, Tenorio, Brown, Clancy, Moore Omokunde, Arney, Phelps, Madison, Joers, Fitzgerald, Johnson, Roe, Cruz, Subeck, McCarville, Taylor, Kirsch, Sheehan, Mayadev, Udell and J. Jacobson.

To the committee on **Licensing, Regulatory Reform, State and Federal Affairs**.

Senate Bill 320

Relating to: grants for LGBTQIA+ rights training for school counselors and school social workers and making an appropriation.

By Senators Spreitzer, Carpenter, Dassler-Alfheim, Roys, Ratcliff, Habush Sinykin, L. Johnson, Keyeski, Larson, Smith, Hesselbein and Drake; cosponsored by Representatives Vining, Phelps, Cruz, Neubauer, Rivera-Wagner, Snodgrass, Spaude, Stroud, Udell, Arney, Clancy, Andraca, Emerson, Hong, Joers, Madison, McCarville, Miresse, Moore Omokunde, Ortiz-Velez, Palmeri, Roe, Sheehan, Tenorio, Fitzgerald, Bare, Prado, Subeck, Mayadev, DeSmidt, DeSanto, Stubbs, Anderson and Johnson.

To the committee on **Education**.

Senate Bill 321

Relating to: adopting gender-neutral terminology and incorporating gender-neutral marriage and parentage rights.

By Senators Spreitzer, Carpenter, Dassler-Alfheim, Roys, Ratcliff, Drake, Habush Sinykin, Hesselbein, L. Johnson, Keyeski, Larson, Pfaff and Wirsch; cosponsored by Representatives Snodgrass, Stroud, Udell, Cruz, Neubauer, Phelps, Rivera-Wagner, Arney, Clancy, Anderson, Andraca, Bare, Brown, DeSanto, DeSmidt, Emerson, Fitzgerald, Hong, Hysell, Joers, Johnson, Madison, Mayadev, McCarville, Miresse, Moore Omokunde, Ortiz-Velez, Palmeri, Prado, Roe, Sheehan, Sinicki, Stubbs, Subeck, Tenorio and Vining.

To the committee on **Licensing, Regulatory Reform, State and Federal Affairs**.

Senate Bill 322

Relating to: a Department of Children and Families program to make payments to child care programs, granting rule-making authority, and making an appropriation.

By Senators Keyeski, Roys, Carpenter, Dassler-Alfheim, Drake, Habush Sinykin, Hesselbein, L. Johnson, Pfaff, Larson, Ratcliff, Smith, Spreitzer, Wall and Wirch; cosponsored by Representatives Mayadev, Joers, Anderson, Andraca, Arney, Bare, Billings, Brown, Clancy, Cruz, DeSanto, DeSmidt, Doyle, Emerson, Fitzgerald, Goodwin, Haywood, Hong, Hysell, J. Jacobson, Johnson, Kirsch, Madison, McCarville, McGuire, Miresse, Moore Omokunde, Neubauer, Palmeri, Phelps, Prado, Rivera-Wagner, Roe, Sheehan, Sinicki, Snodgrass, Spaude, Stroud, Stubbs, Subeck, Taylor, Tenorio, Udell and Vining.

To the committee on **Licensing, Regulatory Reform, State and Federal Affairs.**

Senate Bill 323

Relating to: establishing a dairy cattle innovation program.

By Senators Stafsholt, Testin, James and Quinn; cosponsored by Representatives Moses, Behnke, Brill, Brooks, Johnson, Kreibich, Melotik, Mursau and Piwowarczyk.

To the committee on **Agriculture and Revenue.**

Senate Bill 324

Relating to: prohibiting conversion therapy.

By Senators Carpenter, Dassler-Alfheim, Roys, Spreitzer, Ratcliff, Drake, Habush Sinykin, Hesselbein, L. Johnson, Keyeski, Larson, Pfaff, Smith, Wall and Wirch; cosponsored by Representatives Snodgrass, Cruz, Neubauer, Phelps, Rivera-Wagner, Spaude, Stroud, Udell, Arney, Clancy, Anderson, Andraca, Bare, Brown, DeSanto, DeSmidt, Emerson, Fitzgerald, Hong, Joers, Johnson, Madison, Mayadev, Miresse, Moore Omokunde, Palmeri, Prado, Roe, Sheehan, Subeck, Tenorio and Vining.

To the committee on **Government Operations, Labor and Economic Development.**

Senate Bill 325

Relating to: a virtual reality technology pilot program for school districts.

By Senator Feyen; cosponsored by Representatives Snyder, Kitchens, Kreibich and O'Connor.

To the committee on **Education.**

Senate Bill 326

Relating to: creating a nutrient loss reduction grant program.

By Senator Cabral-Guevara; cosponsored by Representatives Novak, Tranel, Dittrich, Kitchens, Penterman and Wichgers.

To the committee on **Agriculture and Revenue.**

Senate Bill 327

Relating to: emotional support animals in housing; falsely claiming that an animal is a service animal; and providing a penalty.

By Senator Cabral-Guevara; cosponsored by Representatives Tittl, Behnke, B. Jacobson, Kitchens, Knodl, Maxey, Moses and Murphy.

To the committee on **Insurance, Housing, Rural Issues and Forestry.**

REPORT OF COMMITTEES

The committee on **Health** reported and recommended:

Senate Bill 214

Relating to: registration of out-of-state health care providers to provide telehealth services.

Passage.

Ayes: 3 - Senators Cabral-Guevara, Testin and James.

Noes: 2 - Senators Smith and Drake.

Senate Bill 99

Relating to: spinal cord injury research grants and symposia and making an appropriation.

Passage.

Ayes: 5 - Senators Cabral-Guevara, Testin, James, Smith and Drake.

Noes: 0 - None.

RACHAEL CABRAL-GUEVARA

Chairperson

The committee on **Judiciary and Public Safety** reported and recommended:

Senate Bill 193

Relating to: revoking a transfer of real property on death, obtaining evidence of the termination of a decedent's property interests, disbursing deposits after rescission of real property wholesaler contracts, and filing satisfactions of judgment.

Passage.

Ayes: 8 - Senators Wanggaard, James, Wimberger, Jacque, Hutton, Drake, L. Johnson and Roys.

Noes: 0 - None.

Senate Bill 235

Relating to: criminal trespass at a campground and providing a penalty.

Senate Amendment 1 adoption.

Ayes: 8 - Senators Wanggaard, James, Wimberger, Jacque, Hutton, Drake, L. Johnson and Roys.

Noes: 0 - None.

Passage as amended.

Ayes: 8 - Senators Wanggaard, James, Wimberger, Jacque, Hutton, Drake, L. Johnson and Roys.

Noes: 0 - None.

Senate Bill 283

Relating to: public protective services hearing protection assistance.

Senate Amendment 1 adoption.

Ayes: 5 - Senators Wanggaard, James, Wimberger, Jacque and Hutton.

Noes: 3 - Senators Drake, L. Johnson and Roys.

Passage as amended.

Ayes: 5 - Senators Wanggaard, James, Wimberger, Jacque and Hutton.

Noes: 3 - Senators Drake, L. Johnson and Roys.

Senate Bill 303

Relating to: grants for technical colleges to provide mapping data to law enforcement.

Passage.

Ayes: 6 - Senators Wanggaard, James, Wimberger, Jacque, Hutton and Roys.

Noes: 2 - Senators Drake and L. Johnson.

VAN WANGGAARD

Chairperson

The committee on **Licensing, Regulatory Reform, State and Federal Affairs** reported and recommended:

Assembly Bill 24

Relating to: county sheriff assistance with certain federal immigration functions.

Concurrence.

Ayes: 3 - Senators Kapenga, Jacque and Nass.

Noes: 2 - Senators Carpenter and Larson.

Senate Bill 57

Relating to: county sheriff assistance with certain federal immigration functions.

Senate Amendment 1 adoption.

Ayes: 3 - Senators Kapenga, Jacque and Nass.

Noes: 2 - Senators Carpenter and Larson.

Passage as amended.

Ayes: 3 - Senators Kapenga, Jacque and Nass.

Noes: 2 - Senators Carpenter and Larson.

CHRIS KAPENGA

Chairperson

The committee on **Transportation and Local Government** reported and recommended:

Senate Bill 285

Relating to: talent recruitment grants.

Passage.

Ayes: 3 - Senators Tomczyk, Hutton and Wanggaard.

Noes: 2 - Senators Carpenter and Spreitzer.

CORY TOMCZYK

Chairperson

PETITIONS AND COMMUNICATIONS

Pursuant to Senate Rule 17 (5), Senator Spreitzer added as a coauthor of **Senate Bill 12**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 268**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 292**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 293**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 294**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 297**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 298**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 301**.

Pursuant to Senate Rule 17 (5), Representative Maxey added as a cosponsor of **Senate Bill 302**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 319**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 320**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Bill 324**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Joint Resolution 61**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Joint Resolution 62**.

Pursuant to Senate Rule 17 (5), Representative Haywood added as a cosponsor of **Senate Joint Resolution 68**.

**State of Wisconsin
Office of the Senate Majority Leader**

June 12, 2025

The Honorable, the Senate:

Pursuant to Senate Rule 20 (2)(a), I am making the following appointments to the 2025-26 joint committees:

Joint Legislative Council

- Senator Testin (remove Senator Feyen)

Sincerely,

DEVIN LEMAHIEU

Majority Leader

**State of Wisconsin
Claims Board**

June 12, 2025

Pursuant to Wis. Stat. § 16.007 (5), attached is the report of the State Claims Board covering the claims considered at the May 16, 2025, meeting of the Board.

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,

JENNIFER L. VANDERMEUSE

Secretary

STATE OF WISCONSIN CLAIMS BOARD

On May 16, 2025, the State of Wisconsin Claims Board met in the State Capitol Building and via Zoom to consider the claims listed below:

Hearings were conducted for the following claims:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1. Lucas Litzau	Corrections	\$679,385.00

The following claims were decided without hearings:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
2. Nathan Kivi	Corrections	\$204.00
3. Rahim Jackson	Corrections	\$2,413.00
4. Jared Andrews	Corrections	\$123.76
5. Brian Grashel	Corrections	\$2,641.50
6. Nicholas Aranda	State Fair Park	\$3,511.64
7. Kenneth Kingsby	Transportation	\$18,640.82
8. Golf Construction	Administration	\$501,900.00

With respect to the claims, the Board finds:

(Decisions are unanimous unless otherwise noted.)

1. Lucas Litzau of Andover, Minnesota claims \$679,385.00 for lost wages and other compensation for a five-year period that Claimant was incarcerated, during which time he asserts he should have been in the community on probation. Claimant contends that the five-year imprisonment resulted from multiple errors by DOC -- wrongly interpreting the court's sentencing order, wrongly revoking probation, and failing to recognize and correct the error.

In Polk County Case No. 12-CF-465, Claimant pled guilty and was convicted of the following: Count 1 (felony bail jumping) and Count 4 (receiving stolen property). He was sentenced on July 9, 2014. (This was a re-sentencing, but that is not relevant to this claim.) The court made the following statement at sentencing:

As to Count 4, felony bail jumping, repeater, on that I'm sentencing you to ten years; five years initial confinement, five years of extended supervision. I am staying that and placing you on probation. Probation is for a period of four years, but that period of probation is consecutive to the sentence in Count 1, which means once you're done with the time in Count 1 you will begin your probationary period of time.

Claimant asserts it was clear that Count 4 probation would be consecutive to the sentence imposed on Count 1. Claimant notes that DOC interpreted the court's order correctly on January 13, 2015, at which time Claimant was serving a term of extended supervision on Count 1. In a letter dated January

13, 2015, DOC Offender Records Supervisor Alderson wrote to the court inquiring about the sentence credit to which Claimant was entitled, wherein she noted that in Case No. 12-CF-465 Count 4, Claimant was sentenced to "4 years probation consecutive to Count 1."

Approximately seven months later (in 2015), Claimant allegedly violated terms of supervision and DOC moved toward revocation. Claimant contends that Agent Nutter incorrectly stated on the revocation paperwork that Claimant was simultaneously serving supervision on Count 1 and probation on Count 4. As such, it was represented that Claimant could be revoked from both supervision on Count 1 and probation on Count 4.

DOC subsequently issued a Revocation Order and Warrant in Claimant's case on December 2, 2015, adopting Agent Nutter's representation and ordered Claimant's Count 4 probation revoked along with his Count 1 supervision. Claimant notes that the errant revocation of Count 4 probation meant that until and unless DOC recognized the error, Claimant would automatically serve his imposed and stayed five-year initial confinement on Count 4.

Claimant asserts that DOC staff are required to review sentence calculations when someone arrives at prison and upon each transfer to a different facility. He understands that process to require DOC staff review of judgments of conviction and sentencing hearing transcripts. Claimant asserts it is not uncommon for DOC to reach out to courts with questions. Claimant contends that DOC had the opportunity to discover and correct the error on, at least, the following occasions:

- December 7, 2015: Claimant's arrival Dodge Correctional Institution.
- February 12, 2016: Transfer to Green Bay Correctional Institution.
- January 11, 2019: Transfer to Fox Lake Correctional Institution.
- January 2019: DOC was notified of an outstanding warrant in Michigan. As part of the interstate detainer process, the FLCI Warden signed paperwork indicating Claimant was imprisoned on his 5-year term of imprisonment on Count 4.
- 2020: Claimant petitioned the court for early release. FLCI's Schneidervin completed a verification of time served document, noting Claimant was serving his 5-year term of confinement on Count 4. The petition was denied.
- August 3, 2020: Transfer to Wisconsin Secure Program Facility.

According to Claimant, the error went unrecognized and uncorrected by DOC. Claimant was ultimately discharged from prison in July 2021, at which time he then served the remainder of his supervision on Count 1. When his Count 1 sentence discharged in September 2023, he began serving 5-years extended supervision for Count 4. In December 2023, Claimant wrote to the court seeking early discharge, outlining the 2015 revocation and that the stayed prison sentence on Count 4 had gone into effect. Claimant contends

his December 2023 letter is what brought the 1,825 days of unlawful imprisonment to light. The court held a hearing in January 2024 and conducted a review of the file. The court ordered that the judgment of conviction be clarified to reflect the court's 2014 sentence, namely, to amend Count 4 to show that Claimant's Count 4 probation sentence was consecutive to the sentence in Count 1.

Claimant contends that during the five years he was wrongfully imprisoned, he could have maintained employment and spent time with family and friends. He seeks reimbursement for that time.

DOC recommends denial of this claim. First, DOC asserts that Claimant did not follow statutory procedures in filing a timely notice of claim with the Attorney General's Office. Further, based on its review of relevant case law, DOC contends that Claimant is incorrect in his assertion that DOC could not have revoked probation on Count 4 and imposed his 5+5 sentence because probation was not intended to begin until after completion of the sentence on Count 1.

DOC further contends that Claimant's incarceration was the result of a legitimate judicial process, and Claimant therefore cannot challenge it by asking for damages. DOC notes that when revocation was initiated, Claimant waived a hearing and the final decision was ultimately made by the DOC Secretary's designee. The Secretary's designee determined that Claimant's extended supervision and probation should be revoked, resulting in his previously-imposed but stayed sentence of 5 years going into effect. Claimant served these sentences and was released to extended supervision in July 2021. DOC asserts that Claimant was not incarcerated because of the court's sentencing order; he was incarcerated based on the revocation order. This was a process wherein Claimant was afforded due process. Although Claimant waived a hearing, he could have had a hearing and been appointed legal counsel. Further, if dissatisfied with the Secretary designee's decision, he could have filed a petition for a Writ of Habeas Corpus at any time during his incarceration. The Secretary designee's order indicated that Claimant serve his 5-year term. As long as that order stood, DOC staff had no reason or authority to dispute it. While Claimant now disputes the underlying facts on which that order was based, DOC contends it was a legitimate order.

DOC further asserts that Claimant's incarceration was not the result of causal negligence of any officer, agent or employee of DOC. DOC contends it followed the judgment of conviction, and each amendment, as written. Claimant's incarceration, if due to a mistake, was not a mistake by DOC, but rather the judge and court staff.

DOC further asserts that all inmates are given a transcript of their sentencing hearing. As such, Claimant possessed the oral recitation and was present at the sentencing hearing, so he could and should have identified any errors. DOC contends that Claimant is also incorrect in his understanding that DOC staff are required to review an inmate's sentence upon entry and every transfer. DOC maintains that it is unreasonable to expect DOC to review every record and

amendment in every conviction upon every transfer, to determine if a court made an error.

Lastly, DOC believes Claimant uses improper measures of damages in requesting compensation. DOC requests that if the Claims Board deems any compensation appropriate, that the amount be limited to actual lost wages.

The Board concludes the claim should be paid in the amount of \$10,000 based on equitable principles, and that this is a claim the state should in good conscience assume and pay. The Board further concludes, under authority of Wis. Stat. § 16.007(6m), payment should be made from the Claims Board appropriation Wis. Stat. § 20.505(4)(d).

2. Nathan Kivi of Waupun, Wisconsin claims \$204.00 for value of various property items allegedly lost by staff at Waupun Correctional Institution (WCI). Claimant indicates he was moved to the segregation area of WCI on October 17, 2023, at which time his property was packed and inventoried by CO Martin. Claimant alleges that "a great deal of items" were taken or likely thrown away by property room staff. Claimant contends that none of his property was contraband and he had appropriate documentation and receipts for all items. Claimant filed an inmate complaint regarding this matter, which was ultimately dismissed. Claimant believes DOC staff failed to adequately investigate his complaint and simply "rubber-stamp[ed]" a disposition. Claimant alleges that two correctional officers have advised him what happened to his property, and he alleges that CO Lyons told him his property was not taken to the property room for "days" after it was packed and removed from the cell. Claimant specifically alleges: (1) that CO Lyons claims he witnessed specific individuals destroy Claimant's hygiene items, and (2) that CO Martin remembers certain hygiene items and specifically two pairs of black Skullcandy earbuds when packing Claimant's property. Claimant presents a document purportedly signed/initialed by CO Martin to confirm the existence of specific items in Claimant's property. Claimant asserts that DOC staff was negligent in handling his property and requests to be reimbursed.

DOC recommends denial of this claim. DOC notes it conducted an internal review of the matter through the Inmate Complaint Review System (ICRS) and concluded there was no evidence of negligence by any DOC staff. Through its investigation, DOC found that "the process of packing the property and sending it to the Property Department was documented and proper." DOC takes issue with the dates of some of the receipts provided by Claimant. DOC asserts it is plausible that some items are not "new" as Claimant contends (i.e., a toothbrush purchased in January 2022), or that the items had simply run out given use over time (i.e., deodorant purchased in January 2022). DOC further contends that while Claimant alleges he is missing Skullcandy earbuds (\$29.93 via a receipt dated April 24, 2020), evidence shows those earbuds were destroyed when he exchanged them for Koss CL24 earbuds in July 2021. Therefore, DOC contends that Claimant no longer had the Skullcandy earbuds on the date he alleges they went missing. DOC contends that simply presenting a receipt for an item(s) purchased at one point in time, does not equate to current possession of the item(s).

DOC further contends there is no evidence that staff was negligent in handling Claimant's 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. Rahim Jackson of Stanley, Wisconsin claims \$2,413.00 for reimbursement of restitution funds deducted from his inmate account. Claimant states that in Milwaukee County Case No. 05-CF-6366, he was ordered to pay restitution in the amounts of \$200.00 to M.B., \$25.00 to T.L., and \$2,188.00 to D.H. Claimant later filed a motion to vacate the restitution order, which was granted via written order in November 2023. Claimant contends, and the order notes, that

the three named victims were not actually related to the crimes for which Claimant was convicted. Claimant further points to the order, which states: "With respect to the amount of restitution that has been paid, the defendant must seek reimbursement from the DOC Cashier's Unit in Madison." Claimant indicates he has contacted the DOC Cashier's Unit, the Judge, and the District Attorney, all to no avail. Claimant asserts that all parties seem to agree the restitution funds were wrongfully ordered and collected, but no one is taking responsibility for reimbursement.

DOC recommends denial of this claim. DOC asserts that the Order Vacating Restitution directs Claimant to seek reimbursement from DOC; it does not order DOC to reimburse the funds. DOC indicates that in 2017, for Case No. 05-CF-6366, it collected restitution from Claimant's account in the amount of \$225.00: \$200.00 for M.B. and \$25.00 for T.L. DOC contends that the restitution order related to D.H. in the amount of \$2,188.00 was joint and several, and was paid in full by a co-defendant. Those funds were not deducted from Claimant's account. DOC explains that restitution funds cannot easily be reimbursed because the funds are immediately disbursed to the victim(s). DOC does not hold these funds and is not in possession of the \$225.00 that was deducted for restitution in 2017. DOC maintains that it followed a legitimate court order when it withheld restitution from Claimant's account, and the fact that the court later vacated the restitution order does not create liability on the part of DOC. DOC also notes that Claimant did not exhaust his administrative remedies by filing a complaint regarding this matter via the Inmate Complaint Review System.

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. Jared Andrews of Redgranite, Wisconsin claims \$123.76 for value of tablet allegedly damaged by staff at Red Granite Correctional Institution (RGCI). Claimant explains that he was placed in segregation on November 30, 2023, at which time his property was packed by three correctional officers – Ewing, Roder, and Howarth. Upon release from

segregation, Claimant unpacked his belongings and discovered his tablet, which he alleges weighs about one pound, at the bottom of the bin with a heavy radio sitting on the screen. Claimant contends the radio weighs approximately 5-6 pounds and contains a magnet. Claimant further contends that the bin was packed tight, covered with a lid, and sat for eleven days. Claimant asserts that the tablet would not turn on and believes the radio magnet likely "fried" the tablet battery. Claimant filed an inmate complaint regarding this matter, which was affirmed. Claimant received a depreciated value reimbursement in the amount of \$13.72. The Institution Complaint Examiner (ICE) noted that, "the tablet was packed as allowable property and under staff's control at the time of the TLU [temporary lock up] placement and returned inoperable/damaged warranting reimbursement." Claimant appealed the amount of reimbursement, as he claims his family paid \$137.48 for the tablet in June 2021, and that it was in perfect working order prior to this incident. The decision was affirmed. Complaint asserts the damage was caused by carelessness of DOC staff and seeks reimbursement for the remaining amount paid for the tablet. ($\$137.48 - \$13.72 = \$123.76$)

DOC recommends denial of this claim. DOC contends there is no evidence that the tablet was damaged due to negligence by any DOC staff. While the ICE determined Claimant should be compensated, it was not due to negligence of staff, but simply because the tablet became inoperable while in the possession of DOC staff. DOC contends it is possible there was no damage caused by the radio magnet, and the tablet could have simply worn out due to being near the end of its useful life. Pursuant to DOC's policies and procedures, electronic items are depreciated as though they have a useful life of two years. DOC points to Wis. Admin. Code § DOC 309.20(5), which notes that "[i]n 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 asserts there is no showing that Claimant suffered any loss attributable to negligence of DOC staff, and staff followed applicable policies and procedures. DOC believes Claimant has received fair 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.

5. Brian Grashel of Oshkosh, Wisconsin claims \$2,641.50 for the cost of a retainer allegedly lost by DOC staff, and reimbursement for the original orthodontic procedure. Claimant alleges to have undergone an expensive Invisalign procedure around 2016, prior to his incarceration. To maintain the results of the procedure and prevent his teeth from shifting, Claimant indicates he is required to wear a removable retainer every night. While incarcerated at Columbia Correctional Institution (CCI), Claimant asserts he was allowed to possess and wear the retainer. Around January 12, 2023, Claimant notes he was told to pack his belongings as he was being transferred to Oshkosh

Correctional Institution (OSCI). Upon receiving his property at OSCI, Claimant discovered his retainer was missing. Claimant notes he filed an inmate complaint regarding this matter, which was ultimately dismissed. He claims to have explored and followed all administrative procedures to no avail. Claimant contends the retainer is one-of-a-kind and an important follow-up to his procedure; he would have no reason to give or trade it with another inmate. While he could obtain a replacement retainer, it would only prevent further teeth shift. Without re-doing the actual procedure, his teeth cannot return to “perfect” placement, which is what he paid for in 2016. Claimant asserts that his retainer was under DOC control when he was transferred and as such, is responsible for the loss.

DOC recommends denial of this claim. First, DOC notes there is no evidence that Claimant was in possession of a retainer at the time he transferred to OSCI. DOC asserts that Claimant packed his property into a bin on January 12, 2023, at CCI, and a property inventory was completed the following day. DOC points to the inventory property sheet and an affidavit from CO Barrett, indicating there was not a retainer contained within Claimant’s property on January 13, 2023. DOC acknowledges Claimant’s documentation showing he received the retainer in April 2022, but all available evidence indicates he no longer had it when he transferred to OSCI in January 2023. Further, DOC contends that according to internet sources, the reasonable lifespan of a removable Invisalign retainer is 1-5 years with proper care and maintenance. DOC contends that Claimant’s retainer would have been beyond its useful life by January 2023 and would have depreciated in value from \$185 to \$0. DOC also asserts that Claimant’s request for reimbursement of the original orthodontic procedure is speculative and unfounded. DOC maintains it was not negligent in handling Claimant’s property and followed appropriate procedures in this situation.

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

6. Nicholas Aranda of Nashville, Tennessee claims \$3,511.64 for value of a guitar allegedly stolen from backstage at the Bank Five Nine Amphitheater at Wisconsin State Fair Park (WSFP) on August 10, 2024. Claimant indicates that his boutique guitar was stowed backstage with other equipment out of public view, behind a privacy wall, and next to equipment under the responsibility of WSFP (the venue), when it was stolen. Claimant alleges that WSFP Police were immediately notified, and a report was filed – number 24-3065. Claimant asserts that the backstage area was not properly secured as security personnel were only positioned in one location. (Claimant provided a map.) Had the area been properly secured, which Claimant asserts is required for an event such as this, a person(s) would not have been able to walk up, steal his guitar, and leave the grounds with no witnesses or security checks to pass through. Claimant contends that for the live concert industry to be

successful, there are crucial players who must perform their respective roles: promoter, venue, audio, video, performer, caterer, and security. Claimant believes WSFP was negligent, as the thief was essentially granted free access to the backstage area, which was not adequately monitored or secured. Claimant indicates he filed an insurance claim for this loss, however, because the property was being used for professional/commercial purposes, coverage is limited to a maximum of \$1,500, with a \$500 deductible. Because the loss is greater than \$1,500, Claimant notes the insurance claim was closed with no payment. Claimant notes the guitar is very important to him and represents a significant loss to both his career and livelihood.

WSFP recommends denial of this claim. WSFP notes that a 6-foot fence with screening surrounded the backstage area, and further asserts that the person(s) who stole Claimant’s guitar would have entered from a non-public area of the grounds through the security gate. WSFP was not alerted to any concerns of the backstage area not being adequately secured, by Claimant or anyone else, and no additional security personnel were requested. While sympathetic to Claimant’s loss, WSFP contends that Claimant failed to secure his own property backstage inside the security fence and could have proactively taken steps to do so if he had any concerns. WSFP notes that for the size of the event and time of day, the number and positioning of security personnel stationed around and behind the stage was standard. WSFP contends that the state’s self-insurance program does not provide coverage for theft of a contractor’s personal property and that Claimant should have maintained adequate insurance coverage for a situation such as theft. WSFP asserts its employees were not negligent in their duties and there is no evidence that anyone intentionally allowed a bad actor to steal Claimant’s guitar.

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. [*Secretary Vandermeuse did not participate.*]

7. Kenneth Kingsby of Milwaukee, Wisconsin claims \$18,640.82 for vehicle damage and medical costs incurred as a result of a traffic collision in the City of Milwaukee on November 28, 2023. Claimant asserts he was traveling westbound on Hampton Avenue when he approached the intersection of Hopkins Street. There were temporary traffic signals in place at the intersection and according to Claimant, the specific placement/location of the temporary signals caused confusion and both temporary signals displayed a green light. Claimant alleges that these factors resulted in a collision between his vehicle and a vehicle travelling southbound on Hopkins Street. Claimant indicates there were other collisions in the area around the same time, and that the responding police officer also expressed confusion over placement of the traffic signals. Claimant alleges he sustained vehicle damage and incurred medical costs as a result of the collision. He seeks compensation in the amount of \$18,640.82 (\$16,957.70 vehicle damage plus \$1,683.12

medical costs). Claimant did not have car insurance at the time of the incident, as noted in the crash report.

DOT recommends denial of this claim. DOT notes that the intersection was undergoing construction as part of WisDOT Local Program Project ID 2545-03-72. These projects are mostly funded with Federal Highway Administration resources with some participation by the local municipality; DOT administers the project but does not participate in funding. As part of this project, the contractor – Rock Road Companies, Inc. – removed the existing traffic signals and installed temporary traffic signals. Because the traffic signals were property of the City of Milwaukee, the traffic signal plans were designed and approved by the City. The contractor was then responsible for installing, maintaining, and removing the temporary signals at the completion of the project. DOT asserts it was not negligent and that any claims of negligence should be directed to the contractor pursuant to the hold harmless agreement in all of DOT's construction contracts. In further support of denial, DOT points to the crash report, which indicates that the Claimant disregarded a red light; both lights were not green as he alleges.

The Board concludes the claim should be paid in the amount of \$10,000, based on equitable principles. The Board further concludes, under authority of Wis. Stat. § 16.007(6m), payment should be made from the Department of Transportation appropriation Wis. Stat. § 20.395(3)(es).

8. Golf Construction of Waukesha, Wisconsin claims \$501,900.00 for additional costs incurred on a construction project caused by alleged ambiguity in the interpretation of bid documents. Claimant successfully bid Department of Administration (DOA)-Division of Facilities Development (DFD) Project 23A1B (Joint Repairs and Membrane Replacement, Parking Ramp 75 – UW Madison). In October 2023, the parties entered into a construction contract for \$256,860.00. Claimant contends that during performance of work, it was directed to perform work beyond what was included in the bid documents.

Claimant indicates that the project required bidders to submit a lump sum dollar amount for “all work” as well as unit pricing for all phases of the work depicted in specific sections of the bid document. (Claimant specifically points to the third column of its bid, which reads “Quantity Included in All Work (Lump Sum Base Bid).” Claimant interprets this to mean that the “all work” lump sum bid amount of \$256,860 was quantified in the unit prices based upon set specifications. Further, Claimant alleges that DOA-DFD estimated in the unit price section the amount of anticipated materials and types of repairs needed to complete “all work” for each area of the project.

On November 20, 2023, Claimant sought confirmation from DOA-DFD whether beam-plate assemblies were to be installed in 42 specific locations. After an affirmative response from DOA-DFD, Claimant again sought direction whether to “install 18 (B/E2) and 6 (A/E2) assemblies, which the contract drawings indicate to be a type ‘D3’ repair. As indicated within submittal package #2, this would require 42

type ‘D3’ repairs to be provided. The unit price breakdown on the project includes 2 type ‘D3’ repairs. Therefore, a contract modification would be required to proceed with the additional 40 assemblies.” It was DOA-DFD's contention that the bid provided on September 12, 2023, was for all work and was not related to unit prices. DOA-DFD noted that the work was described on the plans and expressed in the specifications. DOA-DFD allegedly directed Claimant to provide the required steel beams as indicated on the “marked-up shop drawings” and “to proceed with all work.” DOA-DFD noted that if Claimant had a dispute and wanted to file a claim, to follow the process outlined in the contract. Claimant contends it followed all dispute procedures to no avail and seeks compensation for the work performed. (\$501,900.00 = 42 brace frames at \$11,950/frame.)

DOA-DFD recommends denial of this claim. DOA-DFD asserts it is not responsible for the additional cost of 42 beam assemblies that Claimant failed to account for in its base bid, when those were included in the original project plans. DOA-DFD asserts that the locations of the 42 beam assemblies were explicitly illustrated on the project plans at the time Claimant submitted its bid. DOA-DFD maintains there was no ambiguity in the plans and the cost of the beams should have been part of Claimant's base bid.

DOA-DFD asserts that the bid instructions provided an equitable process for bidders to seek clarification on the plans prior to the bid deadline. DOA-DFD contends that Claimant could have raised any issues or questions and received clarification. No such clarification was sought.

Further, DOA-DFD asserts it is entitled to remove the cost of items from the original bid that were part of the unit price chart but not actually used for the project. DOA-DFD indicates that unit pricing is used in conjunction with base bid pricing when costs may be unknown at the time of bidding. An estimate of the number of units is provided and the bidder is to indicate the price per unit to be paid should those units be used on the project. DOA-DFD notes that this project involved both known and unknown quantities and therefore, a base bid price and unit pricing was necessary. DOA-DFD asserts it is entitled to a \$41,590 refund due to quantities of items not used on this project that were contained in the bid. The contract total was \$256,860. The contract provided notice to Claimant that DOA-DFD may adjust the total compensation through change orders when unit pricing is used on a contract. DOA-DFD indicates it holds contractors to the amount bid on a project (base bid), subject to change orders and adjustments made when unit pricing is part of a project.

DOA-DFD holds Claimant to the amount bid on the project and making unit price/quantity adjustments as outlined in the contract. DOA-DFD believes Claimant is responsible for the full scope of work for the project, which includes the 42 beam assemblies.

The Board concludes that this claim raises questions of fact that are better evaluated by a court of law. Therefore, the Board denies payment of this claim. *[Secretary Vandermeuse did not participate.]*

The Board concludes:

That payment of the amounts below to the identified claimant from the following statutory appropriations is justified under § 16.007(6)(b).

Lucas Litzau	\$10,000	Wis. Stat. § 20.410(1)(a)
Kenneth Kingsby	\$10,000	Wis. Stat. § 20.410(1)(a)

That the following identified claimants are denied:

Nathan Kivi
Rahim Jackson
Jared Andrews
Brian Grashel
Nicholas Aranda
Golf Construction

Dated at Madison, Wisconsin this 5th day of June, 2025.

LARA SUTHERLIN

Chair, Representative of the Attorney General

JENNIFER VANDERMEUSE

Secretary, Representative of the Secretary of Administration

MEL BARNES

Representative of the Governor

ALEX DALLMAN

Assembly Finance Committee

ADJOURNMENT

Senator Kapenga, with unanimous consent, asked that the Senate stand adjourned until Tuesday, June 17, 2025.

Adjourned.

10:54 A.M.