

STATE OF WISCONSIN CLAIMS BOARD

The State Claims Board conducted hearings at the State Capitol Building in Madison, Wisconsin, on October 7, 2005, upon the following claims:

	<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1.	Harley & Nancy Altmann	Department of Transportation	\$5,558.48
2.	David A. Zamiatowski	Department of Revenue	\$5,644.51
3.	Gary Nelson	Department of Natural Resources	\$37,000.00

The following claims were considered and decided without hearings:

	<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
4.	Louise A. Gemoules	Department of Health and Family Services and Department of Justice	\$306,598.00
5.	Diana Cantwell	Department of Corrections	\$513.79
6.	Clarence M. Easterling	Department of Corrections	\$222.16
7.	Myron Edwards	Department of Corrections	\$22.16
8.	Nancy J. Hammer	Office of the Governor	\$250.00
9.	Loretta Hawkins	Department of Health and Family Services	\$185,000.00
10.	Greg W. Kornely	Department of Natural Resources	\$259.95
11.	Ronald T. Schlueter	Legislative Reference Bureau	\$440.46

The Board Finds:

1. **Harley and Nancy Altmann** of Monroe, Wisconsin claim \$5,558.48 for costs related to a property dispute with the Department of Transportation. In February 2000, the claimants received a letter from DOT, which stated that the department was going to sell a 66' wide parcel of land abutting the claimants' property. The contacted DOT and stated that they already owned half of the strip in question. The claimants state that the DOT employee was rude and condescending during multiple phone conversations and that she ignored their concerns and proceeded to sell the entire 66' strip to the other abutter. The claimants believe that these contacts with DOT prior to the sale gave sufficient notice that the department might not have the right to convey a fee simple interest to the claimants' half of the strip. The claimants believe it was inappropriate for DOT to proceed with the sale without first having the question of title to the strip checked by a surveyor or abstractor. The claimants pursued a court action and the court ruled in their favor, declaring them the owner of the disputed half of the strip. The claimants state that they incurred substantial legal costs to prove their ownership of the strip and that these costs were incurred only because DOT ignored them and proceeded with sale of a disputed property without conducting an adequate title search. The claimants request reimbursement for their legal costs.

Although DOT does not believe that it is legally required to pay this claim, it supports payment based on equitable principles. DOT states that property transactions of this kind can be very complicated, often involving counties, other public entities and other property owners as abutting fee owners. In addition, legal descriptions on old deeds are often difficult to follow and many have survey errors or inconsistencies, and transactions may be further complicated by the varying types of interest. Although DOT attempts to carefully investigate property interests prior to a sale, the cost of doing so sometimes far exceeds the fair market value of DOT's interest in the property or the administrative costs of the transaction. In such cases, DOT must attempt to strike a balance between the cost of the search and the potential benefit. DOT is aware that its determinations of ownership may not be legally conclusive, which is one reason that the department routinely only quitclaims its interest in property for these types of transactions, and does not issue a warranty deed or acquire title insurance. DOT does not dispute that its quitclaim deed created a cloud on the claimants' title to the land and that the claimants incurred substantial costs in order to legally establish their ownership of the property in question.

The Board concludes the claim should be paid in the reduced amount of \$5,000.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Transportation appropriation s. 20.395(4)(ew), Stats.

2. **David A. Zamiatowski** of Milwaukee, Wisconsin claims \$5,644.51 for overpayment of taxes. The claimant states that he did not file taxes from 1997-2001 and that in January 2002, the Department of Revenue began garnishing his wages to pay the overdue assessment. The claimant does not believe that the assessment should have been as high as it was, because DOR should have had records of his previous earnings and should have been aware of his actual wages. The claimant states that he filed all the requested returns, except the 1997 return, but that DOR continued to garnish his wages, despite the fact that it was obvious that he would not owe over \$6,000 in taxes for one year. The claimant believes that DOR is not entitled to keep the overpayment and requests reimbursement of the overpaid amount.

DOR recommends denial of this claim. DOR states that the assessment and garnishment in question were for tax years 1997-1999. DOR records indicate that it requested these returns on June 15, 2001, and that on June 17, 2001, the claimant replied that he had not filed his tax returns because he was concerned that his refunds would be intercepted for child support payments. The claimant failed to file the returns and an estimate assessment was issued in September 2001. The assessment was referred for collection in December 2001 and the claimant's 2001 refund was intercepted and applied to the assessment. DOR began certification of the claimant's wages in October 2002. In November 2002, the claimant filed his 1998 and 1999 returns with a tax due for each year. The claimant contacted DOR several times to request a reduction of the certification amount or an extension to file the 1997 returns. DOR states that it repeatedly informed the claimant that because the assessment covered a three year period, the wage certification would continue until all three tax returns had been filed. The claimant filed the final return in June 2004 with a tax due. DOR stopped the wage certification but was unable to refund any overpayment to the claimant because of the two-year statute of limitations. DOR states that estimated assessments are deliberately issued with inflated gross income in order to encourage the taxpayer to file the actual returns. Finally, DOR points to the fact that the claimant does not dispute the fact that, by his own admission, he intentionally chose not to comply with the law because of concerns that any refunds would be used to satisfy his child support obligations.

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. **Gary Nelson d/b/a Wild Rivers Whitetails** of Fence, Wisconsin claims \$37,000.00 for the value of 7 deer that allegedly died due to a low-flying Department of Natural Resources airplane. The claimant states that on November 9, 2004, he noticed an airplane circling the buildings on his farm at a low altitude. The claimant states that he was concerned because this sort of thing could panic the deer in his pens. He states that he personally observed several pens of deer in full flight in reaction to the circling plane. The claimant states that he got his Bushnell range finding binoculars from his truck and used them to sight the plane and record the registration number. He alleges that his rangefinder recorded a distance of 127 yards to the plane and that the plane was 45 to 60 degrees in altitude from his position. The claimant states that over the course of the next several days he found two bucks that had broken their necks from running into fences, as well as five other injured bucks, all of which eventually died from their injuries. The claimant tracked down the owner of the plane and asked DNR for copies of flight records, logs and personnel related to the flight. DNR Chief Pilot Greg Stacey confirmed that the plane was flying in the area of the claimant's farm on that day for the purposes of conducting a beaver dam survey. Mr. Stacey indicated that he would look into the matter. The claimant is not satisfied with the response he received from the DNR. He states that the nearest stream to his property is a mile from the farm buildings and he does not believe that there was any reason for the plane to be flying directly over his farm buildings and pens. The claimant also believes that the plane was flying too low and that the state is therefore responsible for the death of his deer.

The DNR objects to payment of this claim. DNR acknowledges that one of its planes flew over the claimant's property on November 9, 2004, but strongly denies that the plane was ever lower than the FAA required minimum of 500 feet above ground level. DNR states that during the course of the beaver dam survey, the pilot maneuvered the plane over the claimant's property in order to properly view the nearby

creek, but that neither the pilot nor the accompanying wildlife technician observed any unusual activity in the deer pens below. In response to the claimant's statement regarding his range finder reading, DNR notes that range finder performance is subject to many variables including weather, lighting, target size, target surface and the angle at which the range finder's laser hits the target. DNR does not believe that there is any evidence of negligence by any DNR employee and recommends denial of the 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. *[Member Lazich dissenting.]*

4. **Louise A. Gemoules** of Edwardsville, Illinois claims \$306,598.00 for lost wages and personal property allegedly incurred due to the Department of Health and Family Services' and Department of Justice's failure to investigate a Medicaid residential provider agency. The claimant was employed by Creative Community Living Services (CCLS) as a live-in aid for a disabled man. The claimant alleges that CCLS misappropriated funds and was negligent in providing care to the client. The claimant alleges that CCLS retaliated against her complaints regarding care of the client by terminating her employment and forcing her from the residence without allowing her to pack her personal belongings. She states that CCLS has refused to return her belongings and that the Madison Police Department have not provide any assistance. The claimant states that she registered her complaints regarding the client's care and her treatment by CCLS with the Dane County Division of Health and Human Services, but was told that the county was prohibited from investigating and that DHFS was responsible for investigating complaints. The claimant states that she contacted DHFS' Bureau of Disability Services, but that they failed to adequately investigate the matter as required by law. The claimant states that she also filed a complaint with DOJ's Division of Medicaid Fraud Control and Program Integrity, but received no response. The claimant states there have been a large number of complaints filed against CCLS. She believes that, because of this history, DHFS should not have relied on statements by CCLS staff when concluding that there was nothing amiss. Finally, the claimant believes that CCLS is aware that state officials do not adequately investigate these matters, and therefore feels free to retaliate unlawfully against employees who complain about client treatment.

DHFS and DOJ recommend denial of this claim. The Dane County Department of Human Services has indicated that the claimant did not register a complaint with them until after her termination, at which time, she contacted the county alleging misappropriation, neglect, and employment related issues over which the county had no authority. The record indicates that, in response to this complaint, the county contacted CCLS and was satisfied with their responses to the allegations. The county also contacted the resident's guardian, who had no complaints about the resident's care. After additional calls from the claimant, the county conducted a home visit in July 2003 and found nothing amiss—the resident himself stated that he was receiving excellent care. The claimant did not contact DHFS until August 2003, many months after her termination. DHFS contacted the county and was satisfied with their investigation. DHFS and the county conducted an additional home visit in December 2003 and again found no problems with the resident's care. DHFS and DOJ believe that both the state and the county conducted adequate investigations in response to the claimant's complaints and found absolutely no evidence of any misappropriation or neglect of the client. The disabled resident, his guardian and his family are all satisfied with the care provided by CCLS and that care appears to meet all legal requirements. If the claimant has employment related complaints about her treatment by CCLS, wages owed, or her personal property, those claims should be pursued against her former employer.

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

5. **Diana Cantwell** of Kenosha, Wisconsin claims \$513.79 for vehicle damage which allegedly occurred during a search of her vehicle by Department of Corrections personnel. The claimant states that her vehicle was searched on May 17, 2005, by DOC Division of Community Corrections agents and the Kenosha Police. She alleges that during the search, the back seat cushion of her vehicle was pulled away from the frame and damaged. She states that the seat was not damaged prior to the search and submits as evidence a Child

Passenger Safety Inspection Form, which indicates that a child car seat was installed in the back seat of her vehicle in November 2004.

DOC recommends denial of this claim. DOC records indicate that this search was conducted pursuant to an investigation of possible probation violations involving drugs and weapons by the claimant's husband. The search involved both the residence and the claimant's unlocked vehicle. The DOC employees who participated in the search deny damaging the vehicle and state that the backrest had already been pulled away from the frame at the time of the search. DOC states that its Division of Community Corrections Manual provides procedures for personnel to give written notification to property owners of any items that they damage during a search. DOC states that if the employees had removed the backrest in the course of their search, they would have put that information in writing. Finally, the DOC employees state that it would not have been physically possible for them to rip the backseat from the frame with their bare hands, without the assistance of tools.

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. **Clarence M. Easterling** of Waupun, Wisconsin claims \$222.16 for wages related to an inmate job, which he believes he was unfairly denied. The claimant states that he applied for a clerk position in the Health Services Unit (HSU) at Waupun Correctional Institution in May 2004. The claimant states that he was told he could not have the job because he had to be housed in the Cognitive Intervention Program Unit (and thus, be a participant in that program, CGIP) in order to work at HSU. The claimant filed a complaint, which was denied, citing security reasons. The claimant states that Waupun is a Maximum Security Institution for all inmates and that there are not special security classifications for inmates who participate in CGIP. The claimant also points to s. 301.047(3)(e), Stats., which provides that, "The treatment of inmates, including the provision of housing, activities in which an inmate may participate, freedom of movement and work assignments, shall be substantially the same for inmates who participate in a rehabilitation program under sub. (1) and those who do not participate in such a program." The claimant believes that denying him an employment position because he does not participate in the CGIP violates s. 301.047(3)(e), Stats. The claimant believes that the Department of Corrections provides no evidence supporting their statement that the HSU only hired CGIP inmates "to reinforce their treatment planning and peer support." Finally, the claimant points to the fact that this "CGIP only" policy is no longer in place. The claimant states that he is aware that he did not have a constitutional right to the job, but believes that he was well qualified for the position, due to his previous experience, and requests payment for lost wages.

DOC recommends denial of this claim. DOC states that the HSU only hired inmates from the CGIP in order to allow those inmates the opportunity to work along side other programming inmates to reinforce their treatment planning and peer support. DOC also points to its Internal Management Procedure #52, which provides some of the criteria for assigning inmate work placement. These criteria include the needs of the institution and an inmate's institutional adjustment, past performance in programs and assignments, and medical needs, including any physical or mental disabilities or behavioral disorders. DOC states that it is clearly allowed to limit work assignments based upon the needs of the institution and past or present conduct of the applicant, and that the previous policy of assigning CGIP inmates to the HSU was based upon a rehabilitative and treatment need.

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

7. **Myron Edwards** of Green Bay, Wisconsin claims \$22.16 for the cost of repairing a television allegedly damaged by DOC staff at Green Bay Correctional Institution. The claimant alleges that the headphone jack and several channel buttons on his television were damaged by Department of Corrections staff in October 2004, when they packed his belongings to move to another cell. The claimant states that he filed a complaint (ICE) with the institution but that it was not responded to in a timely manner. When he did not receive a response to his ICE, the claimant filed an appeal with the Corrections Complaint Examiner (CCE). The claimant received a response dismissing his ICE and his CCE was then dismissed. The claimant alleges that during a conversation prior to the dismissal of his ICE, a complaint examiner at the institution

told him that he was not going to find any evidence that the staff damaged the television. The claimant believes that the complaint examiner was biased against him. The claimant also believes that the CCE review ignored the evidence submitted by the claimant and instead relied only on the ICE dismissal. Finally, the claimant denies that the "heated confrontation" that took place prior to his removal to another cell was in any way related to the damage to his television.

DOC recommends denial of this claim. DOC states that on October 3, 2004, the claimant became disruptive and began throwing laundry baskets around in response to the confiscation of a photo album during a cell search. The claimant alleges that DOC staff damaged his television while moving his belongings from his cell, however, he provides absolutely no evidence that DOC staff is responsible for this damage. Furthermore, the claimant did not hold the television so that it could be inspected by the complaint examiners, but instead, sent the TV out for repairs. The claimant's complaint was investigated and dismissed and that dismissal was upheld by the Warden, the CCE and the DOC Secretary. DOC believes that the claimant has provided no evidence to support his claim that DOC staff is responsible for the damage and that without such evidence, his claim should be denied.

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

8. **Nancy J. Hammer** of Barnes, Wisconsin claims \$250.00 for the value of two original pottery plates and a hand carved hardwood plate holder. The claimant states that her artwork had been used to decorate the Governor's Northern Office in Hayward, Wisconsin, for over 15 years. The claimant states that in the summer of 2004, she went to the Hayward office to pick up the plates, only to discover that the Governor's Northern Office had moved to Park Falls, Wisconsin. The claimant states that she never received any notification that the Hayward office was moving and that when she went to the new office in Park Falls, the plates were missing. The claimant contacted the Governor's Office, which conducted a search for the plates but were unable to find them. The claimant requests reimbursement for her artwork.

The Office of the Governor recommends payment of this claim. The Governor's Office does not dispute the essential facts of this claim. The claimant's artwork was apparently used for decorative purposes in the Northern Office of one of Governor Doyle's predecessors and was lost when that office was closed. The Governor's Office has conducted a search with current and previous Governor's staff, as well as the State Historical Society and has been unable to locate the plates. The Office of the Governor recommends that the claimant be compensated for the loss of her artwork.

The Board concludes the claim should be paid in the amount of \$250.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Claims Board appropriation s. 20.505(4)(d), Stats. [*Member Kasper not participating.*]

9. **Loretta Hawkins** of Glendale, Wisconsin claims \$185,000.00 for reimbursement for services and other damages allegedly related to a lapse in her Medicaid certification. The claimant's business, New Concept Healthcare Ltd., was certified as a Medicaid Specialized Medical Vehicle Provider. Medicaid requires that SMV provider vehicles are covered under the terms of a commercial insurance policy on file. In May 2001, the claimant's new insurer sent information to EDS, the Department of Health and Family Services' fiscal agent, but that information was apparently missing a required signature. The claimant alleges that this was the only defect in the information provided and that the fact that its vehicles were fully insured was never at issue. It took some time for the claimant's insurer to resolve the issue to EDS' satisfaction and, as a result, the claimant's certification lapsed for 75 days. The claimant alleges that EDS denied payment for services she provided during the lapse period. The claimant states that she provided \$15,000 in transportation services during the lapse and should be paid for them, because her certification lapse was only due to the missing signature—a mere technicality. The claimant believes that DHFS' assertion they have no record of her requests for payment is erroneous because those requests were submitted to EDS, the state's fiscal agent. The claimant alleges that the loss of this income had a domino effect on her business and that she was unable to pay her property taxes, resulting in additional penalties, which eventually led to the loss of her building. She requests reimbursement for the \$15,000 in services provided, \$5,000 for penalties and interest on her property taxes, and \$165,000 for the loss of her building.

DHFS recommends denial of this claim. DHFS states that when the claimant changed insurance carriers, the required insurance binder submitted by the new carrier was not only missing required signatures, but also did not contain correct information regarding the vehicles being used to transport patients. DHFS states that the claimant was informed that a lapse in certification would occur if the proper documentation was not provided in a timely manner. The required information was not provided and the certification lapsed. Although the claimant dismisses the problems with her documents as a “technicality,” Wisconsin law provides that a provider is solely responsible for the accuracy, timeliness and completeness of information relating to its certification. DHFS states that the Provider Handbook clearly establishes certification requirements and even provides a comprehensive checklist for insurance documentation. DHFS also points to the fact that the Division of Hearings and Appeals has long held that, because of the vulnerability of the population served by the program, to be a Medicaid Provider, you must follow documentation requirements to the letter of the law—these requirements are not mere “technicalities.” Even more importantly, the DHFS states that it has been unable to find any record of any claims for reimbursement, or denials of reimbursements by EDS during the certification lapse. The claimant herself has not provide any documentation whatsoever showing that she requested payment for services and was denied payment by EDS. In addition, the Wisconsin Administrative Code provides that a claim for reimbursement must be received by DHFS’ fiscal agent within 365 days of the date of service. The claimant is now well beyond that time frame and it would be inappropriate for her to be allowed to circumvent that requirement by filing her claim for reimbursement through the Claims Board. Finally, DHFS points to the fact that the claimant’s property tax problems predate her certification lapse by several years and that she did not close her business till two years after the lapse period. DHFS fails to see the connection between a 75 day certification lapse in 2001 and the closing of the claimant’s business for tax arrearages from 1997 through 2003.

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

10. Greg W. Kornely of Marinette, Wisconsin claims \$259.95 for the replacement cost of prescription eyeglasses lost while on duty in April 2005. The claimant, a Department of Natural Resources employee, was surveying the fishery in the High Falls Flowage, when a strong gust of wind caught his glasses and blew them into open water. The water was about 30 feet deep and the claimant was unable to recover his glasses. The claimant requests reimbursement for the replacement cost of his glasses.

The DNR recommends payment of this claim. DNR states that its policy normally allows for these types of claims only when a safety strap is worn on the eyeglasses, however, there are exceptions allowed in the policy for extraordinary circumstances. DNR believes that the circumstances in this claim constitute such extraordinary circumstances. DNR states that, despite the bad weather, the claimant had no choice but to go out on the flowage or critical research data would have been compromised or lost. DNR also points to the fact that it was exceptionally windy on the day of this occurrence and this inclement weather was a key factor in the loss of the claimant’s eyeglasses. DNR believes that this was a freak occurrence that the claimant would not have been able to anticipate. DNR states that losing glasses in this manner is not normally an issue of concern. DNR believes that the freak nature of this incident, as well as the adverse weather conditions and the necessity for the claimant to go out despite those conditions, warrants making an exception to the safety strap policy. DNR requests that the claimant be reimbursed for his loss.

The Board concludes the claim should be paid in the amount of \$259.95 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(4)(mu), Stats.

11. Ronald T. Schlueter of Madison, Wisconsin claims \$440.46 for various bank fees incurred due to errors in processing a direct deposit change for the claimant’s paycheck. The claimant is employed by the Legislative Reference Bureau. The claimant states that in September 2004, he opened a new checking account (Wells Fargo) and shortly thereafter submitted paperwork to the payroll office requesting direct deposit of his paycheck to that account. The claimant states that payroll told him there would be a “dummy” transaction processed to check the routing number. He checked with Wells Fargo in October but was told that no dummy transaction had been made. The claimant therefore assumed that the change request for his direct deposit had not yet been processed and he continued to write checks on his old account (Bank One).

When the claimant received his November 1, 2004, check, it was a copy of a non-negotiable check, which indicated that the money had been direct deposited to his Wells Fargo account. The claimant then wrote a check from his Wells Fargo account to his Bank One account to cover the checks written on the old account. The claimant received a notice that the check written to Bank One as well as several monthly electronic withdrawals set up on the Wells Fargo account were denied for insufficient funds. He contacted Wells Fargo immediately and was told that his November 1 check had not been direct deposited into his account. The claimant notified the payroll office that he had received neither a direct deposit, nor a negotiable check. He states that he was required to obtain a short term loan to cover the missing paycheck. The payroll office issued a negotiable paycheck to him on November 11. The claimant states that the payroll office assured him that the problem was fixed and that his December 1 check would be direct deposited into the Wells Fargo account. Relying on those assurances, he did not delay the automatic withdrawals he had set up for the first the month on the Wells Fargo account. His December paycheck was not direct deposited as promised, therefore, the claimant was charged additional NSF fees for the December 1 electronic withdrawals. The claimant states that it was not until March 2005 that the payroll office correctly direct deposited his check to his Wells Fargo account. The claimant states that he incurred a number of NSF fees for checks and electronic withdrawals, fees and interest on the short term loan he was forced to acquire, and three monthly service fees charged because his paycheck was not direct deposited. He requests reimbursement for these charged incurred because of the LRB's payroll errors.

The LRB does not dispute the facts of this claim as presented by the claimant and believes that it is liable for the charged incurred by the claimant. LRB requests that the board reimburse the claimant in the amount of \$440.46.

The Board concludes the claim should be paid in the amount of \$440.46 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Legislative Reference Bureau appropriation s. 20.765(3)(b), Stats.

The Board concludes:

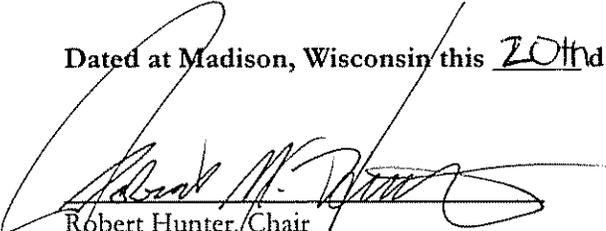
1. The claims of the following claimants should be denied:

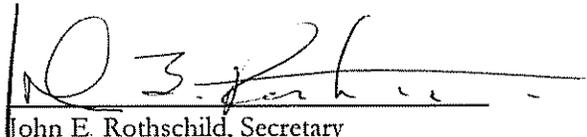
David A. Zamiatowski
 Gary Nelson
 Louise A. Gemoules
 Diana Cantwell
 Clarence M. Easterling
 Myron Edwards
 Loretta Hawkins

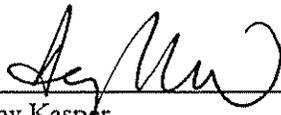
2. Payment of the following amounts to the following claimants from the following statutory appropriations is justified under s. 16.007, Stats:

Harley & Nancy Altmann	\$5,000.00	s. 20.395(4)(ew)
Nancy J. Hammer	\$250.00	s. 20.505(4)(d)
Greg W. Kornely	\$259.95	s. 20.370(4)(mu)
Ronald T. Schlueter	\$440.46	s. 20.765(3)(b)

Dated at Madison, Wisconsin this 20th day of October, 2005.


 Robert Hunter, Chair
 Representative of the Attorney General

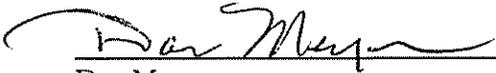

 John E. Rothschild, Secretary
 Representative of the Secretary of Administration



Amy Kasper
Representative of the Governor



Mary Lazich
Senate Finance Committee



Dan Meyer
Assembly Finance Committee