The chief clerk makes the following entries under the above date.

PETITIONS AND COMMUNICATIONS

State of Wisconsin
Claims Board

November 10, 1994

To the Honorable the Senate

Enclosed is the report of the State Claims Board covering claims heard on October 27, 1994.

The amounts recommended for payment under $4000 on claims included in this report have, under the provisions of s. 16.007, Wisconsin Statutes, been paid directly by the Board.

The Board is preparing the bill(s) on the recommended award(s) over $4,000, if any, and will submit such to the Joint Finance Committee for legislative introduction.

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

Sincerely,

Edward D. Main

Secretary

STATE OF WISCONSIN
CLAIMS BOARD

The State Claims Board conducted hearings at the State Capitol Building, Madison, Wisconsin on October 27, 1994, upon the following claims:

Claimant	Amount
1. Amy J. Conger	2,463.04
2. Giuffre Organization	295,000.00
3. Ruth H. Lutzke	665.57
4. Horst Josellis	21,692.00
5. Santiago Yllas, M.D.	150,000.00
6. Millen Roofing Corporation	134,331.90

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

7. Prudential Property Insurance	236.47
8. Travis P. Sauve	1,097.00
9. Northwoods Financial Services	1,308.93
10. Stephen Woodson	50.64
11. Bergstrom Chevrolet	4,941.50
12. Laona State Bank	7,300.00
13. ELK Express, Inc. (Helen Relish)	5,215.34
14. Douglas Dietzen	37,000.00
15. Frederick Klusendorf	822.00
16. Teresa Maegli	3.640.08
17. Paul W. Schutz	1,085.73
18. Mary D. Wilder	385.01
19. Winnebago Dental Labs	3,940.83
20. Charles Reader	4,018.56
21. Thomas P. Zagar	317.37
22. Jim Stegner	1,525.00
23. Patrick D. Daoust	160.00
24. Gary D. Wick	547.19
25. Emily C. Blohm	100.00
26. Judith A. Davis	389.10
27. Yvonne Gullickson	825.00
28. Dennis Raddatz	100.00

THE BOARD FINDS:

1. Amy Conger of Madison, Wisconsin claims $2,463.04 for reimbursement of medical bills related to injuries sustained on December 13, 1993, at University Health Services. The Claimant was at Health Services for a treatment which involved applying liquid nitrogen to the skin. She told the doctor that she felt dizzy and weak after the painful procedure but he told her to get up and get dressed when she felt ready and left her alone. When the claimant did get up, she fainted and landed face down on the floor breaking off her front four teeth and fracturing her nose. She called for help and was treated by Health Services staff and taken to Urgent Care where she received stitches for the lacerations on her face. She was told to return in a week for removal of the stitches and to have nose checked for fractures. She then went to her dentist, who had to perform an emergency root canal and crown the claimant's front teeth. The claimant returned to Health Services one week later and was informed that Health Services had no notes regarding her nasal injury. She was sent to get her nose x-rayed and waited 45 minutes before a janitor informed her that no onw was working in x-ray on that day. An x-ray technician was later called in, however, no one at the Health Services could fully interpret the x-rays so the claimant was sent to UW Hospital. The doctor there confirmed the fracture in her nose and told her that since the diagnosis had been delayed so long, she would only have one day to decide if she wanted her nose set or if she wanted to let it heal naturally. The claimant was later billed for the UW Hospital visit. The claimant feels

that Health Services staff, knowing that she was dizzy and weak, should not have left her unattended and un assisted after her treatment. She also feels she should not be responsible for the UW Hospital bill, which was only incurred because Health Service staff could not interpret her x-rays. The claimant does not have dental insurance. The UW does not believe it is responsible for the claimant's fainting, as they could not predict that she would do so. The Board concludes the claim should be paid in the amount of $2,463.04 based on equitable principles. The Board further concludes, under authority of s. 16.007(6)(m), Wis. Stats., payment should be made from University of Wisconsin appropriation s. 20.285(1)(h), Stats.

2. Giuffre Organization, Inc. of Milwaukee, Wisconsin claims $295,000.00 for past and future lost profits relating to concessions contract with Wisconsin State Fair Park. The claimant entered into a contract to lease concession space at State Fair Park on May 23, 1990. The contract was renewed for 1991 but was not renewed for 1992. The claimant alleges that under the terms of the contract, renewal will be granted if certain requirements are met. The claimant believes they met these requirements and did not violate any rules, therefore, the state was required to renew their contract. There is no language in the contract which guarantees renewal. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

3. Ruth H. Lutzke of Sturgeon Bay, Wisconsin claims $665.57 for reimbursement of burial costs related to the death of her son, who was a resident of Northern Wisconsin Center (NWC). In September of 1970, the claimant was ordered by the court to pay $750.00 to NWC to be used as a burial trust for her son. The court order stated that the $750 should "be maintained by the said superintendent of Northern Colony and Training School...as and for an exempt minimum fund for burial purposes..." The claimant's son died on January 27, 1994. She was informed by the institution at which he resided at the time of his death, that no such burial fund existed. The Department of Health and Social Services admits that they have records showing that they received the funds, but no records showing what happened to the money. In September 1970, the Department had no written policy as to the procedure followed when such money was received and that the money probably went to cost of care for the claimant's son. The claimant asserts that if the money had been put in trust at the time it was paid, as intended by the court order, it would have been more than enough to cover that cost of her son's funeral expenses. The Board concludes the claim should be paid in the amount of $750.00 based on equitable principles. The Board further concludes, under authority of s. 16.007(6)(m), Wis. Stats., payment should be made from Department of Health and Social Services appropriation s. 20.435(2)(gk), Stats.

4. Horst W. Josellis of Wonewoc, Wisconsin, claims $21,692.00 for damages related to the suspension of his Grade A Farm Permit. ON April 28, 1987, the claimant's dairy farm was routinely inspected by the DATCP. The claimant alleges that the inspector made inquiries as to his national origin and then cited him for 4 violations. On October 22, 1987, the claimant's Grade A Permit was suspended. The claimant believes that this action was discriminatory and illegal and alleges that the violations had already been corrected. He requested a hearing on the suspension. At the hearing on January 5, 1988, the suspension was upheld. The claimant alleges that DATCP knew that the suspension procedures were in violation of WI law. The claimant filed a request for judicial review. On November 21, 1991, Sauk County Circuit Court reversed the suspension, finding that it violated WI administrative procedure laws under s. 227.51(3), Stats. The court did not award any damages to the claimant. The claimant sought damages in a class action suit. The claimant lost the suit and appealed the decision. The appeals court found that DATCP's suspension procedure had not violated the claimant's rights. The claimant requests reimbursement for damages as follows: $207 hearing expenses, $5,326 lost Grade A Premium, $200 court filing and special inspection cost, $959 lost money unavailable for debt payment, $5,000 injury to person and reputation and $10,000 legal fees and costs. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

5. Santiago Yllas, M.D. of Racine, Wisconsin claims $150,000.00 for lost wages relating to a contract for medical services. On July 1, 1991, the claimant entered into a service contract to provide physician services to the inmates at Racine Correctional Institution in exchange for compensation in the amount of $144,000 per year. At the time the claimant made his bid for the contract, agents of the Department of Corrections (DOC) allegedly made verbal representations to him that there were sufficient funds appropriated for a two year commitment. The claimant substantially reduced the volume of his private practice in order to accommodate the Racine Correctional patients. On April 3, 1992, DOC notified the claimant that his contract was terminated effective May, 1992, because of expected budget reductions, however, after the contracts cancellation, medical services continued to be provided to Racine Correctional Inmates by another physician. DOC cites the cancellation provision of the contract, Section 23, as permitting it to cancel the contract without penalty due to non-appropriation of funds. The concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is

legally liable nor one which the state should assume and pay based on equitable principles. (Member Burczyk not participating.)

6. Millen Roofing Corporation of Milwaukee, Wisconsin claims $134,331.90 for damages related to construction work allegedly ordered by the Division of Facilities Development (DFD), which was not provided for in a contract. The claimant contracted with DFD to construct a new roof for Science Hall at UW-Madison. The project involved removing the existing shingles and constructing a new, ventilated roof system over the existing deck tiles and steel beams. The roof design required a 1" gap between the old roof deck and the new shingles, through which air could flow unobstructed. Under the specifications of the contract, the claimant was instructed to "remove all loose mortar, gypsum fill, etc." from the old steel beams and deck tiles. The claimant asserts that the drawings included in the bid documents were based on the decking tile being flush with the steel beams, leaving no room for old mortar protruding into the ventilation space. During construction, the claimant discovered that the majority of the old mortar was not loose, but tightly adhered to the decking tile, protruding significantly into, and in some places blocking, the ventilation space. In late July, 1992, the claimant met with Mr. Mohns (DFD), who instructed them to only remove the "loose" mortar. The claimant asserts that during the week of August 3, 1992, Mr. Lipsey (DFD), demonstrated how the claimant was to remove all of the mortar by cracking the adhered mortar with a hammer and prying it loose. On August 23, 1993, the claimant's request for additional compensation, was denied. On September 15, 1993, the claimant appealed the denial to DFD Administrator, Bob Brandherm, who agreed that the contract only called for removal of "loose" mortar but denied that DFD had ever ordered removal of the adhered mortar. The claimant disputes DFD's accusation that the issue of extra compensation for the mortar removal was never brought up. The claimant made it clear, from the beginning, that they would pursue additional compensation but since DFD was adamant they would not pay any additional money, the claimant did not feel it would be productive to bring up the subject at meetings. As additional expenses for removal of the mortar, the claimant requests: $62,151.75 - Labor, $26,488.94 - Materials and Equipment, and $13,290.10 - 15% of Labor and Materials. The claimant also requests $32,441.11, the final payment due to them under the contract. This money is unrelated to the mortar removal, however, is being withheld by DFD because the claimant refused to submit a "Settlement Certificate" dropping this claim. The Board concludes their has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. (Member Main not participating).

7. Prudential Property and Casualty Insurance Company of For Washington, Pennsylvania claims $236.47 subrogation damages related to an automobile accident at UW Centers, Waukesha on February 8, 1994. The claimant's insured was driving through the UW Centers parking lot when a vehicle, driven by Mike Chapman, a UW employe, backed out of a parking space and struck her vehicle. The claimant reimbursed its insured $236.47 for damages. Consistent with is long-standing policy concerning subrogation claims, the Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and this claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

8. Travis P. Sauve of Osceola, Wisconsin claims $1,097.00 for reimbursement of uninsured medical bills related to injuries sustained on November 16, 1993, at the University of Wisconsin, River Falls swimming pool. The claimant was doing a flip off of the diving board when he tripped during his approach, bounced off balance and landed on the concrete at the edge of the pool. He was taken to the emergency room where x-rays were taken of his knee, ribs and back. The claimant alleges that the University of Wisconsin is at least partially responsible for the accident because the diving board was not to be used during the open public swimming period, and the board should not have been in place. The lifeguards knew the board was not to be used during this time, but allowed the claimant to use the board anyway. The claimant was also aware that the board was not to be used at that time. In support of his claim, the claimant points to a letter to a lifeguard from hte UWRF Aquatics Director which states: "By allowing the diving board to be used, you allowed the users to put themselves at risk of being injured...if this happens again, there will be cause for disciplinary action." The UW asserts that the claimant's accident would have occurred whether or not the board was supposed to be used at that time, since the accident was caused by the claimant's tripping, and not by any defect in the diving board. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. (Member Burczyk dissenting.)

9. Northwoods Financial Services of Minong, Wisconsin claims $1,308.93 for refund of notification fees paid to the Commissioner of Banking for the years 1988 through 1992. The Consumer Credit Notification report was read incorrectly by the claimant in 1988, and the same reading was assumed in the following years. The claimant does not retain contracts for a period of greater than 30 days, therefore, the consumer credit loan amount should have been reported as 0 (zero) for 1988-92. If the form had been read and filled out correctly, the claimant would not have been subject to any notification fees for those years. The Commissioner of Banking

supports payment of the claim. The Board concludes the claim should be paid in the amount of $1,308.93 based on equitable principles. The Board further concludes, under authority of s. 16.007(6)(m), Wis. Stats., payment should be made from the Commissioner of Banking appropriation s. 20.124(1)(g), Stats.

10. Stephen Woodson of Milwaukee, Wisconsin claims $50.64 for reimbursement of towing fees related to his arrest. ON November 27, 1993, the claimant was incorrectly taken into custody based on an apprehension request which was no longer in effect. In the course of the arrest, the vehicle the claimant was driving was impounded. The vehicle belonged to the claimant's sister, however, he paid the towing charge. The Department of Corrections had received a cancellation order for the apprehension request prior to this incident, however, the cancellation order was lost when an agent moved to a new office. DOC feels this was no fault of the claimant and that he should be reimbursed. The Board concludes the claim should be paid in the amount of $50.64 based on equitable principles. The Board further concludes, under authority .of s. 16.007(6)(m), Stats., payment should be made from the Department of Corrections appropriation s. 20.410(1)(a), Stats.

11. Bergstrom Chevrolet, Buick, Cadillac, Inc. of Neenah, Wisconsin claims $4,941.50 for damages allegedly related to an incorrect vehicle title issued by the Department of Transportation. On 8/7/93, D. Anderson presented the vehicle to the claimant as a trade-in. The title on the vehicle indicated verified actual mileage of 28,050 at the time of trade-in. A trade-in credit of $7,000 was given to Anderson toward a new vehicle purchase. On 10/27/93, the vehicle was resold to J. Thurber for $8,500 plus $425.00 tax. At that time, it was the understanding of both the claimant and J. Thurber that the verified mileage on the vehicle was 28,050. When the Department of Transportation was processing the vehicle title in the name of J. Thurber, they discovered that they had made a mistake two years earlier. During a previous (1991) sale of the vehicle they had issued a title indicating "actual miles" even though the seller had informed DOT that the vehicle was sold with the understanding the mileage was unverified. Because of the title error, J. Thurber requested a refund of his purchase price. He was refunded $8,925.00 on March 9, 1994. Based on the "black book" value used for vehicle trade-ins, the claimant paid $3,000 more for the vehicle on the trade-in from D. Anderson than would have been paid if it had known tht the vehicle was classified as "not actual mileage". The claimant seeks $3,000 overpayment on the original trade-in and $1,941.50 lost profits and costs incurred refunding J. Thurber. The DOT points out that there was an obvious discrepancy between the mileage listed on the top and bottom portion of the title and that the claimant had a duty exercise reasonable diligence in examining the title. The DOT believes the claimant's lack of diligence was the proximate cause of the damages, not the titling error. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

12. Laona State Bank of Laona, Wisconsin claims $7,300.00 for losses allegedly related to the Department of Transportation's (DOT) failure to list the claimant as a secured party on a vehicle title. ON June 29, 1989, DOT reissued vehicle title omitting the claimant as the secured party. On or about April 16, 1990, DOT processed a loan application from Headwaters State Bank and listed Headwaters as the only secured party. In July, 1992, the vehicle owner sold the car and paid the proceeds of $7,300 directly to Headwaters State Bank. The vehicle owner declared bankruptcy and the bankruptcy court awarded a judgment for $7,300 to the claimant, however, they have been unable to collect from the vehicle owner, The claimant asserts that the vehicle owner's ex-wife is not involved in the claim, since they were divorced in November, 1992, and that it is not possible to collect from her because she also has declared bankruptcy. The DOT asserts that the main cause of the claimant's loss was the fraud perpetrated by the vehicle owner. The DOT does not believe the claimant has exhausted all attempts collect from the vehicle owner. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

13. Helen E. Relish d/b/a E.L.K. Express, Inc. of Mukwonago, Wisconsin claims $5,215.34 for overpayment of taxes in 1989 and 1990. The claimant's business experienced a series of difficulties with ist accountants, resulting in incomplete and lost records. The claimant's current accountant discovered that the claimant had overpaid taxes twice during this period ($4,425.34 and $750.00). The claimant requests reimbursement of overpaid amounts. The DOR states tht the $4,425.39 check ws returned due ti insufficient funds. The $750 check was paid towards and estimated assessment prior to its due date and later was credited to that year's liability when the return was filed. The overpayment was not returned due to the 4 year statute of limitations. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

14. Douglas Dietzen of Madison, Wisconsin claims $37,000.00 for lost wages allegedly incurred when the Department of Revenue (DOR) denied his Request for Approval of Outside Employment. The claimant, an employe of DOR, submitted the request to his supervisor on August 6, 1992. On August 16, 1992, he was informed by his supervisor that he was being placed on DOR's performance improvement program (PIP). The next day, he was informed tht his outside employment request was

denied based on the fact that he had been placed on PIP. The claimant requested that the Division Administrator further explain the denial and in response, received a letter allegedly threatening him with discharge. The claimant believes DOR intentionally delayed it's decision until he was placed on PIP so that they could deny the request. He disputes DOR's statement that the request was denied because it would increase his stress, by pointing out that an additional outside employment request, which was submitted at the same time but did not involve compensation, was approved by DOR. The claimant further asserts that DOR's "procedure" for resolving the disagreement was never mentioned to him. The claimant signed a memorandum of agreement with Richard J. Wood stating he would be compensated $37,000 for his services. He claims that his services under the contract have been completed, and therefore, he is entitled to $37,000. The DOR contends the claimant did not exhaust his administrative remedies to resolve the issue and that these remedies were explained in his employe handbook. The claimant was aware that he must receive approval before accepting outside employment and should not have entered into the contract until he had received that approval. The request was denied because of the yours involved and conflict of interest. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officer, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

15. Frederick Klusendorf of Monroe, Wisconsin claims $822.00 for payment of 1992 income tax refund being held by the Department of Revenue (DOR). In October, 1984, the claimant sold a small business but was not aware that he needed to inform DOR of the sale. After the sale, the claimant moved out of state. When he returned to Wisconsin and filed his 1992 taxes, DOR contacted him about a potential delinquency in sales taxes from his former business, The DOR withheld his 1992 tax refund ($822) and applied it to the estimated tax assessments. The claimant asserts that he did not make any sales during the period assessed by DOR and, therefore, does not owe any sales tax. The delinquency has been cleared and the only money the claimant owes DOR, is a $62 fee, which DOR has said it will withhold from his 1993 tax refund. The DOR contends that the claimant was informed in September, 1984, that he was required to file monthly sales tax returns, however, he failed to do so. According to DOR's information, the claimant operated the business from October, 1984 to January, 1985. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

16. Teresa Maegli of Milwaukee, Wisconsin claims #3,640.08 for reimbursement of money levied from her checking account for payment of her son's delinquent taxes. The claimant's son is 61 years old and brain damaged. He has not worked since 1985 and the claimant and her husband have supported him. The claimant's husband spent 6 years in a nursing home due to Alzheimer's disease. The claimant added her son's name to her checking account so that, in the event of her death, her son would have the funds to pay her husband's nursing home bills. The claimant's son did not contribute any money to the checking account or make transactions through the account. The only social security numbers on the account were those of the claimant and her husband and the only money deposited into the account was her husband's pension check and her social security check. The claimant believes it is unfair to hold her responsible for her 61 year old son's tax delinquency and requests reimbursement of the money. The delinquent taxes amounted to $1,151.09, plus $2,325.11 interest. The bank informed DOR that the son had access to the levied account.. The Board concludes the claim should be paid in the reduced amount of $2,325.11 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payments should be made from Claims Board appropriation s.20.505 (4)(d), Stats.

17. Paul W. Schultz of Madison, Wisconsin claims $1,085.73 for overpayment of state income tax for the years 1986, 1987 and 1989. Due to the claimant's six changes of residence in eight years, the Department of Revenue (DOR) was unable to notify him, in a timely fashion, of impending action against hi. Also, because of his numerous changes in residence, the claimant was unable to locate the pertinent records necessary to clear up his tax delinquency. The claimant further asserts that on May 26, 1993, an agent of DOR agreed to send him tax forms for the years in question but never did. In December, 1993, the claimant contacted the agent to find out why he had never received the tax forms, The agent apologized for not sending them and the claimant received the forms several days later. The claimant states that, had he received the forms in June of 1993, as promised, he could have had his returns filed by August 1993, and his wages would not hve been garnisheed from September 1993 through January 1994. The claimant believes the amount overpaid is a extraordinary penalty and should be returned. The DOR asserts that several notices were sent to the claimant prior ro his moving. Notices were also sent to the claimant at his current address, therefore, it is unlikely that he did not receive notice of his tax delinquency. In May, 1993, the claimant agreed to file his returns within 60 days, however, he failed to do so. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

18. Mary D. Wilder of Milwaukee, Wisconsin claims $385.01 for overpayment of taxes due to a case of

mistaken identity. The Internal Revenue Service audited the claimant's 1986 tax returns and claimed that she had not reported $2,047 of income and $1,008 of unemployment compensation. This audit was reported to the Wisconsin Department of Revenue, which made a $385.01 assessment against the claimant on September 24, 19990. The claimant knew she had not collected any unemployment and had not under reported her income, however, she was afraid that the outstanding warrant would result in garnishment and damage to her credit, so on February 6, 1991, while she was still trying to correct the problem with the IRS, she paid the DOR assessment. In 1993, the IRS admitted that the claimant had been mistaken for another taxpayer with the same name, who had collected unemployment compensation in 1986. Now that she had proof that she had filed correctly, the claimant tried to file an amended 1986 state tax return but DOR would not accept it because it was filed four years after the original due date of the return. The claimant feels that she has been penalized for a mistake that was no fault of her own. She paid the assessment only to clear her credit and avoid further action against her. Further, she had no real way to fight the assessment until 1993, since she had no way to prove that she had not collected unemployment that the IRS said she had collected. The DOR believes the claim should be denied based on s. 71.75(5), Wis. Stats. The Board concludes the claim should be paid in the amount of $385.01 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats. payment should be made from the Department of Revenue appropriation s. 20.566(1)(a), Stats.

19. Winnebago Dental Lab of Appleton, Wisconsin claims $3,940.83 for refund of taxes, interest and penalties paid based on a Department of Revenue field audit conducted in November, 1991. At the time of the audit, Wisconsin sales and use tax law considered dental labs to be non-manufacturers. The claimant paid the taxes and penalties on November 22, 1991. In November, 1993, the claimant received a letter from DOR stating that te tax code had been revised, and that dental labs were now considered manufacturers. The letter also stated that this change was effective for all prior years open to adjustment. The claimant filed for a refund of the 1991 taxes on December 8, 1993, however, two years had passed since the audit and, therefore, the refund was denied. The claimant believes this denial was unfair, since labs which were not audited were eligible for a refund. The DOR asserts the claimant only paid $3,619.07. The DOR also points out that, even if there was a statutory authority to refund the money, there is no guarantee that the claimant would be considered a manufacturer under the new guidelines. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

20. Charles Reader of Milwaukee, Wisconsin claim $4,018.56 for overpayment of income taxes for 1988. In 1989, the claimant was divorced and his ex-wife moved to Texas, taking all their tax and financial records with her. The claimant and his wife had always filed their taxes jointly and he was unaware that she had filed her 1988 return separately. Because of the claimant's change of address, he did not receive notification of his tax delinquency from the Department of Revenue until August, 1992. Due to difficulties obtaining financial records from his ex-wife, the claimant was not able to complete his 1988 tax returns until April, 1994. From November 27, 1992 through September 9, 1993 a total of $4,981.70 was garnished from his paycheck. Because the DOR assessment was made on January 7, 1991, the claimant was informed that DOR would not refund his $4,015.56 overpayment because of the two year statute of limitation. The claimant does not believe that the 2 year statute of limitation period should begin with the January 1, 1991, date since he was not notified until August, 1992. The DOR sent a number of notices to the address indicated as the claimant's forwarding address. The DOR also sent a notice to the claimant at his current address. The claimant agreed to prepare the return within two weeks, however, failed to do so and failed to make any other arrangements with the DOR. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

21. Thomas P. Zagar of Milwaukee, Wisconsin claims $317.37 for vehicle damage and stolen items related to an incident that occurred on March 27, 1994. The claimant was employed as a Limited Term Employe by the Department of Natural Resources. His duties included conducting fishing surveys. While he was conducting such a survey, his car was broken into. The drivers side window was smashed and a fishing rod ($70), reel ($60), and camera ($21.09) were taken. the cost of replacing the window was $166.28. The claimant's auto insurance covers liability only and he does not have homeowner's insurance. The DNR believes the claimant was put at undue risk because his work required him to travel to high crime areas. The Board concludes the claim should be paid in the amount of #317.37 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payment should be made from Department of Natural Resources appropriation s. 20.370 (1)(mu), Stats.

22. Jim Stegner of Sturgeon Bay, Wisconsin claims $1,525.00 for reimbursement for pigeons killed by raccoons. Two raccoons broke into the claimant's pigeon coop and killed 33 homing pigeons. The claimant request payment for 218 racing homing pigeons $50 each and 5 silver king pigeons $25 each for a total loss of $1,525.00. The claimant had never seen any raccoons in the area and, therefore, had not set traps for them prior to this incident. The claimant understands that nature

will take its course out in the open but feels that this is a different situation since the raccoons broke into the coop. The DNR asserts that the state is not liable for the action of wild animals. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agent or employes and the claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

23. Patrick D. Daoust of Ashland, Wisconsin claims $160.00 for replacement of a rifle and rifle case which were stolen from the office at Big Bay State Park. The claimant is employed as a Limited Term Employe for the Department of Natural Resources. The park office was broken into and the rifle, among other items, was stolen. His personal rifle was used in the performance of his duties to remove nuisance beavers in the area. There was no state-owned rifle available, and the claimant used his personal rifle with the approval of his supervisor. The DNR does not believe the claimant was negligent in any way, and feels the amount claimed is reasonable. The Board concludes the claim should be paid in the amount of $160.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payment should be made from Department of Natural Resources appropriation s.20.370 (1)(mu), Stats.

24. Gary D. Wick of Baraboo, Wisconsin claims $547.19 for damages related to a power surge at Devil's Lake State Park. The claimants were camped at the park on June 11, 994, when an electrical surge damaged the television, refrigerator and antenna in their camper. The following morning, a park maintenance employe told the claimants that the park staff was aware of the electrical problems because of a similar incident in the same campsite, approximately one month earlier. The DNR believes the claimant was without fault in this situation and should be compensated based on equitable principles. The Board concludes the claim should be paid in the amount of $547.19 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payment should be made from Department of Natural Resources appropriation s. 20.370 (1)(mu), Stats.

25. Emily C. Blohm of Burlington, Wisconsin claims $100.00 for automobile repairs due to an incident at Southern Wisconsin Center, where the claimant is employed. a large amount of ice and snow slid off the roof of the building and onto the claimant's car, causing damage to the hood, roof, windshield, fender and hatchback. She has been reimbursed $2,236.31 by her insurance company and is now seeking reimbursement of the $100 insurance deductible. H&SS recommends payment of the claim. The Board concludes the claim should be paid in the amount of $100.00based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payment should be made from Department of Health and Social Services appropriation s. 20.435 (2)(gk), Stats.

26. Judith A. Davis of Chippewa Falls, Wisconsin claims #389.10 for damage to her vehicle which occurred at Northern Wisconsin Center on November 14, 1993. An agitated resident, who has a history of scratching cars, ran away while being taken to the dentist. While he was unattended, he ran to the parking lot and scratched the claimant's vehicle with his belt buckle. The claimant's insurance is for liability only and therefore, does not cover the damages. H&SS does not feel there was any negligence on the part of the state and recommends denial of the claim. The Board concludes the claim should be paid in the amount of $100.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payment should be made from Department of Health and Social Services appropriation s. 20.435 (2)(gk), Stats.

27. Yvonne Gullickson of Milwaukee, Wisconsin claims $825.00 for reimbursement of payment made in settlement of a lawsuit related to her position as court ordered care taker for her niece. The claimant had been ordered to care for her niece by a Marquette County Judge pursuant to a petition for protection services (CHIPS Petition). The claimant's niece started a fire in their rental home and the claimant was sued for $16,000 by the landlord's insurance company. The claimant settled with the insurance company in the amount of $825.00. The claimant believes she went out of her way to assist the state by taking her niece into her home, so that the child would not have to put in foster care, (which the state considers a less attractive option than placing the child with family members). The claimant also feels that since the state would cover this cost for a licensed foster parent, that she should be reimbursed for her expenses bases on equity. H&SS contends that the state had no involvement in the placement of the claimant's niece, or in her supervision. Furthermore, state law only provides reimbursement for licensed foster parents. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employs and the claim is not one for which the state is legally liable nor one which the state should assume and pay base on equitable principles.

28. Dennis Raddatz of Little Chute, Wisconsin claims $100.00 for vehicle damages incurred at Winnebago Mental Health Institute where the claimant is employed. His car was parked in the employe parking lot and was damaged when a patient became agitated, ran away from staff and pounded and kicked the car. The vehicle roof, driver's side door and running boards were damaged. $100 is the amount of the claimant's insurance deductible. H&SS recommends payment of the claim. The Board concludes the claim should be paid in the amount of $100.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6)(m), Wis. Stats., payment should be made from the Department of Health and Social Services appropriation s. 20.435 (2)(gk), Stats.

Joseph Leean
Senate Finance Committee

James Holperin
Assembly Finance Committee

John Burczyk
Representative of Governor

Edward D. Main
Representative of Secretary of Administration

William H. Wilker
Representative of Attorney General

Milwaukee Area
Technical College

November 1, 1994

To the Honorable the Legislature:

Attached is a copy of the information provided to all students, in accordance with Wis. Stats. 38.12.

a. All new students are required to attend a New Student Orientation. During these orientations, detailed information is shared regarding Sexual Assault and Sexual Harassment, also these students receive the attached handout.

b. All continuing students receive in the mail the attached flyer.

If you have any further questions or concerns, please feel free to contact Mr. Archie Graham, Director of Student Affairs at (414) 294-6870.

Sincerely,
Archie L. Graham
Director of Student Affair

Referred to Committee on Education

State of Wisconsin
Legislative Audit Bureau

November 14, 1994

To the Honorable the Legislature:

We have completed an evaluation of state agency efforts to provide employment and job training services, as requested by the joint Legislative Audit Committee. In fiscal year (FY) 1992-93, 12 agencies administered at least 101 employment and job training programs at a total cost of $294.2 million.

While there is significant duplication in the types of employment and job training services offered and in the populations to which these services are targeted, opportunities to consolidate duplicative programs to enhance their efficiency and effectiveness are limited, given constraints imposed by federal regulations. Of the State's total expenditures in FY 1992-93, more than 70 percent was for programs subject to federal regulations.

Coordinating the State's overall efforts to provide employment and job training services is therefore important. The State Job Training Coordinating Council, known as the Jobs Council, has been relatively effective in developing coordination plans, while initiatives such as the establishment of job centers have enhanced coordination at the local level. However, few efforts have been made to determine whether resources are being committed to programs effective in securing individuals full employment.

Some believe that a single state agency should be created to administer all employment and job training programs or that administrative responsibility for several of the larger programs should be consolidated within one agency. It is not clear, however, that such an initiative would result in the intended benefit of reducing duplications and increasing efficiencies. Better alternatives may be to enhance current coordination mechanisms and encourage Congress to consolidate separate federal employment and job training programs and funding sources.

Appendices to the report include descriptions of each program administered by the agencies with employment and job training responsibilities. We appreciate the courtesy and cooperation extended to us by the many state agency staff who assisted in the development of this report.

Sincerely,
Dale Cattanach
State Auditor

SENATE CLEARINGHOUSE ORDERS

The committee on Business, Economic Development and Urban Affairs reports and recommends:

Senate Clearinghouse Rule 94-46
Relating to twin trifecta pools and tri-superfecta pools.
No action taken.

Senate Clearinghouse Rule 94-69
Relating to delegation of adjunctive chiropractic practices to unlicensed persons.
No action taken.

Senate Clearinghouse Rule 94-95
Relating to pari-mutuel racing.
No action taken.

Senate Clearinghouse Rule 94-130
Relating to examinations and licensure requirements.
No action taken.

Senate Clearinghouse Rule 94-139
Relating to title restrictions, full terms of sale and guarantees.
No action taken.

Senate Clearinghouse Rule 94-148
Relating to the health care provider loan assistance program.
No action taken.

George Petak
Chair

The committee on Education reports and recommends:

Senate Clearinghouse Rule 94-85
Relating to the school breakfast program.
No action taken.

Senate Clearinghouse Rule 94-115
Relating to the minor deficiencies license.
No action taken.

Senate Clearinghouse Rule 94-149
Relating to alternative education program licenses and conflict resolution.
No action taken.

Senate Clearinghouse Rule 94-150
Relating to teacher licenses and approved programs at the early childhood, elementary and elementary/ middle level.
No action taken.

Senate Clearinghouse Rule 94-151
Relating to educational interpreter - deaf or hard of hearing licenses.
No action taken.

Barbara Lorman
Chair