

STATE OF WISCONSIN CLAIMS BOARD

The State Claims Board conducted hearings at 119 Martin Luther King Jr. Blvd., Madison, Wisconsin on October 14, 1997, upon the following claims:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
1. William J. Deppen	Department of Administration	\$1,533.32
2. Gary Heinrichs	Department of Administration	\$1,776.13
3. Cleansoils Wisconsin, Inc.	Department of Transportation	\$175,695.00
4. Lulloff's Used Cars	Department of Transportation	\$12,850.36
5. Terrence P. Bauer	Department of Commerce	\$149,511.92
6. Central WI Inspection Services	Department of Commerce	\$1,049,057.00
7. Paul B. Cogswell	Department of Revenue	\$2,678.76
8. Robert Wilkes	Department of Revenue	\$5,429.11
9. Bank of Homewood	Department of Natural Resources	\$178,548.40

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

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
10. Vera J. Cross	Department of Administration	\$190.73
11. Gerald H. Herbst Jr.	Department of Transportation	\$2,988.60
12. Gloria S. Martell	Department of Health & Family Services	\$231.79
13. Thomas C. Smith	Department of Corrections	\$1,188.72

In addition, the following claims, previously presented at hearing, were considered and decided:

<u>Claimant</u>	<u>Agency</u>	<u>Amount</u>
14. InterCon Construction, Inc.	Department of Natural Resources	\$5,897.17
15. Milwaukee Police Association	State Ethics Board	\$4,500.00
16. Annie J. Daniel	Department of Health & Family Services	\$5,000.00

The Board Finds:

1. William J. Deppen of Madison, Wisconsin claims \$1,533.32 for automobile damage allegedly caused by an accident in a state parking lot. The claimant is employed by the University of Wisconsin. The Department of Administration requested the University's assistance with a project at the Badger Road State Office Building. The claimant was scheduled to assist with this project on the afternoon of May 21, 1997. He had planned on using a UW staff vehicle to drive from his office to the Badger Road facility, however, as he was leaving, his supervisor called him into a meeting which did not adjourn until 3:40 p.m. Because he was leaving much later than originally planned, if the claimant had used a staff vehicle, which he would have had to return to the UW, he would have been late picking up his child from day care. The claimant's day care provider charges a \$1 per minute late fee; therefore, the claimant had no choice but to use his own vehicle. He parked his car in the visitor parking area at the Badger Road office and was in the building for approximately 15-20 minutes, during which time his car was apparently struck by another vehicle. When he returned to his car he noticed the damage but he was not certain to whom he should make a report and he had to leave to pick up his child, so he

did not immediately report the accident. The next day the claimant contacted the Capitol Police and reported the accident. The claimant's auto insurance does not cover his vehicle for business use, however, the insurance company has temporarily agreed to pay for the damage, minus the claimant's \$250 deductible. The claimant requests reimbursement of the entire repair amount, as he does not wish to submit a claim to his insurer because his rates would increase and because his policy does not cover work related use of his vehicle. The Department of Administration recommends denial of this claim. The claimant was parked in the visitor area of an open parking lot. The officers inspected the damage to the vehicle and found no evidence that state property caused the damage. The officers also expressed doubt that the damage was caused by another vehicle hitting the claimant's car. 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 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.)

2. Gary Heinrichs of Stoughton, Wisconsin claims \$1,776.13 for vehicle damage and replacement of a car stereo. The claimant, a state employee, checked out a state vehicle from DOA Central Fleet on February 18, 1997. The fenced lot for employee vehicle parking was full and the claimant was instructed to park in the overflow parking lot. The claimant returned for his vehicle the next day and found that a rear window and his antenna were broken and his stereo was destroyed. The claimant feels the state should be held liable for these damages because he was instructed to park there. He claims \$69.22 for the broken window and \$1,706.91 for the stereo. The Department of Administration recommends denial of this claim. It is the policy of DOA Risk Management that the state will not insure any private vehicles that are parked on state property. The state does not cover damage to vehicles in any state owned parking lot, including the DOA Central Fleet area. The department believes the cost of the replacement stereo excessive and notes that the claimant has submitted no documentation showing the value of the original stereo. 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 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.)

3. Cleansoils Wisconsin, Inc. of Vadnais Heights, Minnesota claims \$175,695.00 for damages allegedly related to a highway construction project in Marathon County in 1995. The site was found to contain hazardous solid waste materials. James Peterson Sons, Inc., was the general contractor on the highway project and Central Wisconsin Engineers & Architects, Inc., was hired as a consulting firm to coordinate and monitor the waste clean up. The claimant provided soil remediation services and believes it has not been fully paid for its services. The claimant claims the balance it is owed, \$175,695, for services rendered. The Department of Transportation recommends this claim be denied. The Department had no contract with the claimant and the Department did not hire Central Wisconsin Engineers (CWE) to coordinate or monitor the claimant's work. The Department's contract was with James Peterson Sons, Inc., (Peterson). The work performed by the claimant was not completed on time or in accordance with specifications or with any reasonable standards. 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 not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

4. Lulloff's Used Cars of Manitowoc, Wisconsin claims \$12,850.36 for damages related to an error on a vehicle title. Mr. Iacucci purchased a truck with an Illinois title in 1994. The truck had 116,458 miles on it and the Illinois title indicated the correct mileage. When Mr. Iacucci applied for a Wisconsin title he received a title that stated the vehicle had 16,458 miles. He did not contact the state about the error. He traded the truck to Patrick Pontiac and disclosed to them that the truck had 17,117 miles, instead

of the actual 117,117 miles. In January 1995 the claimant purchased the truck from Patrick Pontiac. The claimant sold the vehicle to a Mr. Reinthaler for \$10,300. The truck had many mechanical problems and Mr. Reinthaler, who suspected that the actual mileage on the vehicle was more than 17,117, complained to the claimant and the Department of Transportation. The Department did an investigation and discovered the title error. The claimant bought the truck back from Mr. Reinthaler, reimbursed him for the taxes and fees and also for the repairs he made on the vehicle. The claimant requests reimbursement as follows: \$10,300 cost of the truck, \$515.00 sales tax, \$88.50 fees, \$1,769.50 for reimbursement of Mr. Reinthaler's repair bills. In addition, the claimant requests reimbursement for the interest that it is paying on the floor plan of the truck in the amount of \$126.72 per month. It has come to the Department's attention that Zale Company, the Illinois company that originally owned the truck, inadvertently checked the wrong box when reassigning the certificate of title. The Department admits there was negligence on its part for not properly processing the title as in excess of its mechanical limits, as indicated in error when Zale sold the vehicle. However, the claim is based on the belief that the claimant has a vehicle with over 100,000 miles, that he thought had original miles. We now know that the vehicle does in fact have the original miles on it. Therefore, the Department recommends denial of this claim. 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 fund, unappropriated revenue.

5. Terrence P. Bauer of Custer, Wisconsin claims \$148,511.92 for loss of wages related to the loss of contracts by his business. Since 1993, the Department of Commerce and its predecessor, the Department of Industry, Labor & Human Relations had contracted with Central Wisconsin Inspection Services, Inc. (CWI) as a local program operator to perform tank inspection services. The claimant is one of the owners of CWI and before the creation of CWI, was employed by DILHR. Upon leaving his position with the state because of an alleged potential conflict of interest with his tank inspection business, the claimant entered into an agreement with DILHR. In this agreement DILHR stated it would not discriminate against CWI in any manner regarding CWI's contracts. The agreement also provided that DILHR would proceed with the award to CWI of tank inspection contracts for Bid #JK-1604 for all jurisdictions in which CWI was the low bidder. DILHR further agreed that if, for any reason, any contracts in the bid were not awarded when CWI was the low bidder, the claimant would be entitled to be reinstated to his civil service position with full wages and benefits for the period between his resignation and his reinstatement. On July 29, 1996, CWI was notified that its contracts were being terminated effective October 30, 1996. CWI claims that it became aware of a significant defect in DILHR's bid awarding process in September 1996. The claimant alleges that DILHR and Commerce failed to identify certain tanks within the category of federally regulated out of service or abandoned tanks, which should have been bid on and paid for. As a result, the claimant alleges that CWI was not awarded additional bid inspections contracts under Bid #JK-1604 where CWI was or would have been the low bidder. The claimant states that the loss of contracts by CWI has resulted in a loss of livelihood. Pursuant to his agreement with the state, the claimant requests reimbursement of full wages and benefits since his resignation from the state in the amount of \$149,511.92. The Department of Commerce recommends denial of this claim. The claimant's theory of breach of contract is that Commerce was required to retroactively reassess the impact of subsequent changes in the number of tanks registered within a certain category of tanks on bids that had been submitted one or more years before, and then to readjust the jurisdictions accordingly. Nothing within the resignation agreement or any other binding contract supports this interpretation of Commerce's obligation under the agreement. 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 not one

for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

6. Central Wisconsin Inspection Services of Custer, Wisconsin claims \$1,049,057.00 for lost profits related to termination of tank inspection contracts with the Department of Commerce and its predecessor, the Department of Industry, Labor and Human Relations. Since July 1994 DILHR and Commerce have failed to award several bid inspection contracts under Bid #JK-1604 in jurisdictions where the claimant was the low bidder, in alleged breach of an agreement with Terry Bauer, one of the owners of the claimant company. As part of this agreement, DILHR agreed not to discriminate against the claimant in any manner regarding its contracts. On October 24, 1996, the claimant states that it first became aware of a significant defect in the bid awarding process conducted by DILHR and Commerce, in that DILHR and Commerce failed to identify a particular category of tanks, which should have been bid on and paid for. As a result, the claimant claims it was not awarded additional bid inspection contracts under Bid #JK-1604 where the claimant was or would have been the low bidder. Prior to October 1994, the claimant and other contractors had been charging a fee for the supervision of the removal of underground storage tanks. Thereafter a Cease and Desist Order regarding the charging of such fees was issued by DILHR. Subsequently, several appeals were filed by the claimant and others regarding said Cease and Desist Order, which continues to date. In July 1996 the claimant was notified that its contracts were being terminated effective October 30, 1996. The claimant alleges that this termination is the culmination of a pattern of disparate and discriminatory treatment of the claimant by various DILHR and Commerce employes, based on personal animosities against Terry Bauer and also in retaliation for the filing of a separate lawsuit by the claimant against DILHR. Further, the claimant alleges that by such actions, the state has breached the claimant's contracts with the Department of Commerce and have interfered with the claimant's contracts with DILHR. The claimant states that the loss of the contracts will render the business defunct, which will in turn, result in the loss of livelihood for the shareholders and employes of the claimant. The claimant seeks monetary compensation for all losses resulting from the alleged wrongful termination of its contracts. The Department recommends denial of the claim. The claimant's theory of breach of contract is that Commerce was required to retroactively reassess the impact of subsequent changes in the number of tanks registered within a certain category of tanks on bids that had been submitted one or more years before, and then to readjust the jurisdictions accordingly. Nothing within the resignation agreement or any other binding contract supports this interpretation of Commerce's obligation under the agreement. 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.

7. Paul B. Cogswell of Gurnee, Illinois claims \$2,678.76 for income taxes incorrectly submitted to the Wisconsin DOR by his employer. The claimant last lived in Wisconsin in 1986 and has since lived in Illinois. In 1989, the claimant's employer, Marshall Field's, made an error pursuant to a change in their payroll system and submitted the claimant's withheld taxes to Wisconsin. In 1991, the State of Illinois requested the 1989 taxes, which they had not received. The claimant paid the taxes to Illinois, however, he was not able to discover where his withholdings had gone because Marshall Field's was sold into new ownership and the needed records could not be located. The claimant had not been a Wisconsin resident since 1986 and, therefore, never thought that Wisconsin had received his withholdings. The claimant understands that section 71.75(2), Wis. Stats., states that a claim for refund must be made within four years, however, he points to the fact that these funds were not paid by a resident nor pursuant to the filing of a tax return by a legal resident of the state. The claimant therefore believes the funds should be considered escheatable property and remain in trust in perpetuity by Wisconsin pursuant to a request being made by the rightful owner for the return of the

property. The Department of Revenue recommends denial of this claim. Section 71.75(2), Wis. Stats., provides that a claim for refund must be made within four years of the unextended due date of the return. 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 not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. The Board further concludes this claim would be more appropriately pursued against Marshall Fields, or its assigns.

8. Robert Wilkes of Elcho, Wisconsin claims \$5,429.11 for return of a levy against his account as well as a 1991 Homestead tax credit. The claimant's financial records were misplaced when he was hospitalized. He was again hospitalized in 1994 during which time his home was sold and his records put in storage. The Department of Revenue issued assessments for the claimant's 1991 and 1992 income taxes in October 1994. In 1996 the Department levied \$4,269.11 from the claimant's bank account. The claimant filed his 1991 and 1992 returns in February 1997, he did not owe any taxes but was denied his \$1,160.00 homestead credit for 1991 because the return was filed four years after the original due date. The claimant filed his taxes as soon as he was able and requests that he be reimbursed for his overpayment and homestead credit. The Department of Revenue recommends the claim be denied. Section 71.75(5), Stats., prohibits the Department from refunding money that was applied to the original assessments for 1991 and 1992 since no refund was claimed within the prescribed two-year time period. The Board concludes the claim should be paid in the reduced amount of \$2,100 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.

9. The Bank of Homewood of Homewood, Illinois claims \$178,548.40 for payment of waste tire reimbursement grant money. The claimant files this claim on behalf of National Tire Services (NTS). NTS has filed for bankruptcy and the claimant is a secured creditor of NTS. From 1992 through 1995, NTS participated in the DNR's grant program for processors of waste tires. Under this program, certified processors were eligible for specified payments for waste tires picked up in Wisconsin and delivered to acceptable end users. NTS filed an application to receive payment for waste tires picked up between 1992 and 1994. The claimant states that the application and information contained in DNR's records established NTS' entitlement to a payment of not less than \$178,548.40. Furthermore, NTS picked up additional tires in 1995 and delivered these tires to appropriate end users. While NTS did not file an application for these tires, NTS should be entitled to payment for all qualifying tires picked up in 1995. The claimant contends that NTS' application is complete when supplemented with certifications received from WP&L and other information contained in DNR's records. Based on its pre-bankruptcy loan documents and/or the financing orders approved by the bankruptcy court, the claimant has a first priority security interest in the monies owed to NTS by DNR. Finally, the claimant asserts that the state's setoff claim predicated on NTS' alleged failure to pay withholding and employment taxes is impermissible under bankruptcy law (11 USC s. 553). The Department of Natural Resources recommends denial of this claim. First, the original grant application received from NTS in February 1995 was deficient and the amount requested unsubstantiated. Second, liens and other acknowledged claims, including setoffs to the state for unpaid taxes have not been satisfied. Third, monies appropriated by the Legislature for the waste tire program have been exhausted and the remaining monies collected have reverted to the General Fund. Finally, payment of this claim might be viewed as precedent by the 25 other businesses that did not receive full grant funding for 1995 because of the reversion of monies to the General Fund. 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 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.)

10. Vera J. Cross of Beloit, Wisconsin claims \$190.73 for medical bills and new eyeglasses. On May 1, 1997, while visiting the Executive Residence in Madison, the claimant tripped and fell and broke her glasses. She alleges that the cause of her fall was broken concrete in the driveway of the residence. The claimant had to have her eyes examined before she could get new glasses. She requests reimbursement for the eye exam and her new glasses. The Department of Administration recommends denial of this claim. The officer on duty at the Executive Residence on the day of the accident has stated that the fall took place outside the fence of the residence. He also indicated that the cause of the fall was the difference between the Maple Bluff road and the lawn adjacent to the road. The claim that this was caused by concrete that was in disrepair is unfounded, as an inspection of the concrete at the residence did not produce any area that needed repair. 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 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.)

11. Gerald J. Herbst, Jr. of Cedarburg, Wisconsin claims \$2,988.60 for damage to the basement of his home, which was allegedly caused by nearby road construction. In 1992 the Department of Transportation began a road construction project near the claimant's home. The claimant noticed that as equipment passed his home, the whole house shook to the point where pictures fell off the walls. Immediately after completion of the project the claimant began noticing cracks in the basement floor. In the spring of 1993 water began coming up through the cracks. The claimant tried to remedy the problem himself by patching the cracks. The water problem returned in the spring of 1994 and the claimant realized he needed professional repair. He contacted the Department to try and get their assistance. He states that he was passed around from office to office, including that of the project contractor, Musson Brothers. In 1996 he was finally referred to Barbara Bird, the Department's Assistant General Counsel. The claimant alleges that in spring of 1997 a Department representative came to the claimant's house and acknowledged that a problem existed. The claimant had the damage to his basement professionally repaired and requests reimbursement of his repair costs. The claimant states that the only thing that occurred between having cracks in his basement and not having cracks, was the highway project, therefore it must have caused the cracks. The Department finds no evidence to support his theory 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 not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

12. Gloria S. Martell of Chippewa Falls; Wisconsin claims \$231.79 for vehicle damage caused by a resident of Northern Wisconsin Center, where the claimant is employed. While walking from one building to another a resident became agitated, ran over to the claimant's car, broke off the antenna and scratched the hood. The resident has a history of this sort of behavior. The claimant's insurance covers collision damage only. She requests reimbursement for the cost to repair her vehicle and replace the antenna. Under similar circumstances, even though there is no showing of negligence, the Department recommends that claimants be reimbursed up to the amount of their insurance deductible. In this case, the claimant chose not to insure her vehicle against this type of damage so there is no deductible. The state cannot assume the responsibility of an insurance company. However, based on equitable principles, the department recommends the claimant be reimbursed \$100. The Board concludes the claim should be paid in the reduced amount of \$100.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Health & Family Services appropriation s. 20.435 (2)(gk), Stats.

13. Thomas C. Smith of Green Bay, Wisconsin claims for a lost television, which he alleges was sent to a third party without his authorization. The claimant was transferred from Oshkosh Correctional Institution to Fox Lake Correctional Institution. When he arrived at FLCI, he noticed that his television was missing. He contacted OCI and was told that they had mailed his TV to a Lula Bass because the TV had a timer and was not allowed at FLCI. The claimant states that he was never contacted about disposing of the television, contrary to OCI rules and that he did not give his approval for them to send the TV to Ms. Bass. The address to which OCI mailed the TV was out of date; Ms. Bass had moved several months earlier. The claimant has not been able to recover his television. He requests \$188.72 for the TV. The claimant also requests \$500 punitive damages and \$500 for pain and suffering because of the "tremendous pain and heartache... sleepless nights and loss of appetite from the frustration of trying to recover [his] TV." The Department of Corrections recommends denial of this claim. The claimant's property was inventoried and mailed out in March 1993 and OCI appropriately relied on his official approved visitors' list in shipping the TV to someone who had picked up his property in the past. There is no state employee negligence nor is there an equitable basis for payment of this claim. The Board concludes there has been an insufficient showing of negligence on the part of the state, its officers, agents or employees and this claim is not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles.

14. InterCon Construction of Madison, Wisconsin claims \$5,879.17 for costs incurred responding to a diesel spill in March 1993 near Janesville. The claimant was contacted by the Department of Natural Resources to perform clean-up work at the site of an overturned semi-tractor/trailer, which was leaking diesel fuel. The claimant responded immediately and by its prompt assistance, helped to prevent a much greater environmental problem. The Department stated that it was acting on behalf of the owner of the vehicle, Interstate Transit, Inc. of Marion, Indiana when it requested the claimant's assistance. The owner of the vehicle is financially unable to pay the bill and their insurance company has refused coverage. The claimant has employed legal counsel to try and collect payment from the vehicle owner but has only been able to collect \$200. The claimant requests reimbursement of its costs from the clean-up. The claimant is willing to reduce its claim to \$5,000 in order to expedite payment. The Department recommends payment of \$5,000 based on equitable principles. The Board concludes the claim should be paid in the reduced amount of \$4,000.00 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Natural Resources appropriation s. 20.370 (2) (dv), Stats.

15. Milwaukee Police Association claims \$4,500 for recovery of a forfeiture imposed by the Ethics Board. The claimant, a lobbying principal, forfeited \$4,500 for making a campaign contribution of the same amount, through a Political Action Committee, outside a "window period" established by the Ethics Board. The Ethics Board imposed this forfeiture based on an opinion that a PAC, which is established by a principal, may only contribute to a candidate during a "window period" between June 1 and the date of the general election. On February 23, 1994, Dane County Circuit Court struck down the Ethics Board ruling with regards to the "window period" campaign contributions, holding that the PAC was not barred from making a contribution outside the "window period" because the PAC does not come within the definition of either "lobbyist" or "principal" and therefore is not subject to restrictions imposed on lobbyists or principals. The claimant's situation is the same as that in the referenced case, therefore, the claimant requests return of the forfeiture imposed by the Ethics Board. The Ethics Board recommends denial of this claim. The claimant voluntarily paid the forfeiture in connection with its acceptance of the Board's settlement offer and the claimant's acceptance of the Settlement Agreement. As a result, the Ethics Board did not conduct an investigation of the matter or proceed to a hearing to make factual determinations. The claimant had every opportunity to allow a

full investigation of the matter and to present its legal and factual arguments to an independent hearing examiner. It could have sought review of any adverse decision of the Circuit Court and raised the same legal issues as in the above referenced case. It chose not to do so and instead, now seeks to substitute the Claims Board as its preferred forum. 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 not one for which the state is legally liable nor one which the state should assume and pay based on equitable principles. (Member Lee not participating.)

16. Annie Daniel of Racine, Wisconsin claims \$5,000 for attorney's fees incurred when the claimant was charged with abuse of a resident by the Racine County District Attorney. The Claimant is employed at Southern Wisconsin Center and was accused of striking a resident while on duty on October 9, 1992. She contracted with legal counsel for a flat fee of \$5,000 to defend her against the charge. The case was dismissed after a preliminary hearing on the grounds that the allegations were not plausible. The Racine County DA and the Department of Health & Family Services recommend denial of this claim. Under s. 775.11, Stats., the claimant is entitled to compensation only if she is found not guilty. The Board concludes the claim should be paid in the reduced amount of \$3,500 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.

The Board concludes:

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

William Deppen
Gary Heinrichs
Cleansoils Wisconsin, Inc.
Terrence P. Bauer
Central Wisconsin Inspection Services
Paul B. Cogswell
Bank of Homewood
Vera J. Cross
Gerald H. Herbst, Jr.
Thomas C. Smith
Milwaukee Police Association

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

Lulloff's Used Cars	\$5,000.00
Robert E. Wilkes	\$2,100.00
Gloria S. Martell	\$100.00
InterCon Construction, Inc.	\$4,000.00
Annie Daniel	\$3,500.00

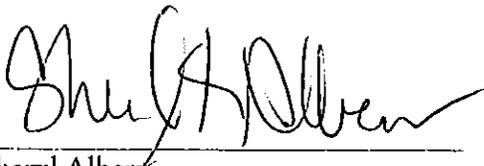
Dated at Madison, Wisconsin this 30th day of October 1997.



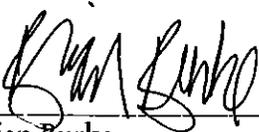
Alan Lee, Chair
Representative of the Attorney General



Edward D. Main, Secretary
Representative of the Secretary of Administration



Sheryl Albers
Assembly Finance Committee



Brian Burke
Senate Finance Committee