STATE OF WISCONSIN CLAIMS BOARD [AMENDED]

The State Claims Board conducted hearings in the State Capitol, Grand Army of the Republic **Memorial Hall, Madison, Wisconsin on February 17, 2000, upon the following claims:**

Claimant	Agency	Amount
1. Angel Williams	Health and Family Services	$5,488.93
2. Jerome & Theresa Wagner	Agriculture, Trade & Consumer Protection	$69,860.00
3. Julie Leser	University of Wisconsin	$286.43
4. Boulanger Construction Company	Transportation	$165,696.58
5. City of La Crosse	Transportation	$16,841.83
6. Wisconsin Gas Company	Transportation	$941.53
7. John C. Koshick	State Fair Park	$5,910,212.00

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

Claimant	Agency	Amount
8. Melvin Rice	Corrections	$800.00
9. Scott A. Bowe	Natural Resources	$185.00
10. R.L. Elver	Health and Family Services	$100.00
11. Wilbert Finke	Agriculture, Trade & Consumer Protection	$50.85
12. Troy & Karen Mabie	Administration	$346.50
13. Ernestine Nelson	Revenue	$628.00
14. Paul C. Johnson	Corrections	$799.63
15. Dennis Robertson	University of Wisconsin	$200.00

The Board Finds:

1. Angel F. Williams of Merimac, Wisconsin claims $5,488.93 for medical costs incurred because of an error allegedly made by the Medical Assistance program administered by the Department of Health and Family Services. The claimant states that she was never told that her M.A. health benefits would end 60 days after her pregnancy ended. The claimant elected to have a tubal ligation performed on April 12, 1999. The claimant states that she was first informed that her M.A. benefits had been terminated effective April 1, 1999, by letter dated May 11, 1999. This letter also denied coverage for her surgery. The claimant also alleges that her HMO was not notified about the April 1 benefit termination in a timely manner because she was not removed from the computer until the day after her surgery, April 13. The claimant states that if she had known this procedure would not be covered by Medical Assistance, she would not have had the surgery. She requests reimbursement for her medical expenses. The Department of Health and Family Services recommends denial of this claim. DHFS states that its records show that both the claimant and her HMO received sufficient notice in advance of her surgery that her coverage would end April 1, 1999. The Department's records show that a Notice of Decision dated February 19, 1999, was sent to the claimant stating that her M.A. benefits would end effective April 1, 1999. The Department's records also show that a March 20, 1999, Enrollment Initial Report was sent to the claimant's HMO and that this report provided notice that the claimant's coverage was pending effective April 1, 1999. The purpose of this notice is to allow the HMO to verify the recipient's eligibility prior to any service. Finally, the Department's records show that a notice was sent to the claimant's HMO on April 6, 1999, informing them that the claimant's M.A. benefits were terminated effective April 1. The claimant's HMO did not actually remove her name from their computer until April 13, 1999, however, the Department believes that both the claimant and her HMO were given sufficient warning that her M.A. benefits would end April 1, 1999. 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.

2. Jerome and Theresa Wagner of Middleton, Wisconsin claim $69,860.00 for loss of income related to the failure of Ryser Brothers Dairy of Wisconsin, Inc., in 1991. The claimants contend that the Department of Agriculture, Trade & Consumer Protection is responsible for the loss because of its regulation of Ryser under the dairy plant security law. When DATCP issued a demand for security to Ryser in 1990, the company went bankrupt. The claimants request $69,860, the amount owed to them by Ryser. They attempted to receive some reimbursement through Ryser's bankruptcy proceedings, however Ryser's bankruptcy estate was not sufficient to make any distributions to unsecured creditors. The Department of Agriculture, Trade & Consumer Protection recommends denial of this claim. At the time of the Ryser plant's closing, the claimants were the only independent producers still shipping to Ryser. While they have not provided any documentation for the amount of their claim, the amount stated is the same as that amount shown to be owed to the claimants in the records of the Ryser plant. However, the claimants also state no basis for their claim, other than the bare statement that the Department would not let the plant keep operating. Since the entire producer security program is to provide only a reasonable assurance that producers be paid, there must be some showing of grounds for a producer claim against the state in a dairy default case other than a mere assertion of loss. This claim is similar to the claims related to the failure of Kasson, Inc., a cheese factory that closed in 1989 under similar circumstances. Producers of that plant filed claims with the Claims Board alleging that the Department had failed to perform its duties under the dairy producer security program. The Claims Board did not find that the Department was negligent in performing its duties but elected to award the producers 50% of their claimed amount on equitable grounds. The board recommends that the claim be paid in the reduced amount of $23,053.80 based on equitable principles. The board further recommends that the claim be paid from the Claims Board appropriation s. 20.505 (4)(d).

3. Julie Leser of Madison, Wisconsin claims $286.43 for vehicle damage allegedly incurred at her workplace. The claimant is employed by Madison Metropolitan School District but was authorized to park in a portion of a lot owned by the UW. The claimant states that in August 1998 her van was parked next to a UW parking sign, which was sunk into a bucket of concrete. She states that when she returned to her vehicle, the sign was tipped over and had damaged the hood of her van. The claimant alleges that the signs in Lot 91 were improperly anchored and states that all of them have blown over in the past and were permanently secured in the ground in December 1998 to alleviate the problem. The claimant believes that the UW was aware of this problem and that she should be reimbursed for her damages. The claimant has a $250 insurance deductible and does have insurance coverage for the remaining $36.43. The University of Wisconsin recommends denial of this claim. The UW states that at the time of this incident they were unaware of a problem with the parking signs in Lot 91. Following a windstorm in November 1998, some signs were blown or tipped over and the UW became aware of the problem. As soon as it became aware of the problem, the University acted to permanently secure all the signs in Lot 91. Since it did not have notice of any problem prior to the claimant's incident, the UW believes it should not be held responsible for these damages and that there is no equitable basis for the claim. The Board concludes the claim should be paid in the reduced 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 University of Wisconsin appropriation s. 20.285(1)(h), Stats.

4. Boulanger Construction Company, Inc. of Green Bay, Wisconsin claims $165,696.58 for expenses allegedly incurred in relation to a road construction project in Marinette County. The claimant alleges that the project was plagued by numerous delays and changes, which required the claimant to incur substantial additional costs. The claimant claims damages for (1) extra work required

on George Street in the amount of $3,978.48, (2) additional expenses for equipment rental and labor in the amount of $10,3252.40, (3) extra work done in order to maintain traffic flow in the amount of $105,723.40, (4) extra work for daily sign removal and replacement in order to maintain traffic flow, and (5) extra work for proceeding with construction without construction survey stakes or reference points in the amount of $25,000. The claimants also claim that they have not received $15,642.30 from the Department under the original contract and request a total award of $165,696.58. The Department of Transportation recommends payment of this claim in the reduced amount of $31,317.34. The claimant did present this claim to DOT's appeal panel and the claims appeal panel partially granted the claim. The Department responds to the claimant's damage claims as follows: (1) The DOT calculated the work necessary to do the correction at George Street according to standard engineering practices and recommends payment of $2,551.70. (2) The claimant has not provided documentation to support its calculations for these damages. The DOT recommends payment of $7,928.72 based upon $40/hr for the foreman and Blue Book rental rates. (3) The DOT states that the project was never open to thru traffic. The claimant agreed to minimize inconvenience to those that lived or worked along the street and the specifications provided that there would be some traffic during the project. The DOT recommends payment of $3,869.25 for unclassified excavation necessary to maintain traffic and $11,967.67 for salvaged crushed aggregate base course. The DOT does not recommend payment of damages for removing the asphaltic surfaces nor the unclassified excavation because these operations were done as proposed by the claimant and the costs were the result of the method and sequence of operation it chose. (4) The DOT states that it did not request that the claimant move signs. The claimant did not provide any documentation for this portion of the claim and it should be disallowed. (5) DOT states that the project was staked in accordance with past district practices and as discussed prior to the start of construction. The claimant did not file a claim for extra work during the construction time frame, nor has it submitted any documentation for this portion of the claim, which should, therefore, be disallowed. The claims appeal panel had also agreed to pay $5,000 of the $15,642.30 claim for removing asphaltic surface on the side streets and the DOT recommends payment of $5,000 for this portion of the claim. 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.

5. The City of La Crosse, Wisconsin claims $16,841.83 for refund of a late fee applied against the claimant's 1999 transportation aids. The city states that a simple error was made when mailing their Financial Statements the Department of Revenue. The report had to be postmarked by Friday, July 31 and was mailed on that day, however, a form was accidentally not included with the report. The Department of Revenue called the claimant on Monday, August 3 and told them the form was missing. The missing form was immediately faxed to the DOR and a hard copy put in the mail. The Department of Revenue reported the late filing to the Department of Transportation, which assessed a 1% late fee against the city's 1999 transportation aids. The city appealed to both Revenue and Transportation but both agencies responded that they were without statutory authority to refund the late filing penalty. The claimant feels that they complied with the spirit of the law, since the DOR did receive a copy of the missing form by fax on the same day that they would have received it if it had been send with the rest of the report, mailed on July 31. The city requests the return of the 1% penalty. The Departments of Revenue and Transportation both recommend denial of this claim. The DOR reported the filing delay to the DOT as is statutorily required under s. 86.303 (5), Stats. The DOT is authorized to impose a 1% penalty for each working day that a report is late under s 86.303 (5), and this deduction is first made from the transportation aids due to a municipality. According to the city's own information, the financial report was completed and forwarded to the La Crosse Common Council on May 8, 1998, however, the report was not mailed to the DOR until the day of the filing deadline on July 31, 1998. The DOR knows of no compelling reason why the city waited until the last day to file the report and then submitted the wrong form. The city does not dispute that

the report was filed one day late. The DOT points to the fact that there are 1,922 local government units that receive transportation aids and a handful of them inevitably file late each year. In order to encourage units to file promptly, the late fee is imposed. In 1998, there were six local government units that filed late and were imposed fees ranging from 1% to 8%. The City of La Crosse's penalty was $16,841.83. This amount, along with the penalty amounts from the other delinquent units, was distributed to the units who filed on time. The DOT does not keep any of the funds generated by penalties. The board recommends that the claim be paid in the reduced amount of $8420.92 based on equitable principles.

6. Wisconsin Gas Company of Madison, Wisconsin claims $951.53 for costs related to damage to its gas line allegedly caused by employees of the Department of Transportation. The claimant alleges that on December 15, 1998, DOT employees were installing a sign and damaged the gas main while digging. The claimant states that DOT employees failed to call ahead and have the location of the underground lines marked in accordance with section 182.0175, Stats. The claimant requests reimbursement for gas loss and the labor and materials to fix the line. The Department of Transportation recommends denial of this claim. On December 15, 1998, a DOT employee was replacing a 4 x 4 wood sign post in Alma Center. The broken post was for a School Zone Speed Limit and School Crossing sign and as such, there was an increased sense of urgency to repair the post. The post that was being replaced was previously installed in 1990 by the DOT. DOT policy calls for a sign post of this type to be placed in the ground at a depth of 4' 6" using a 14' sign post. In May 1996 the claimant was issued a permit to place an underground gas line in the area. The permit contained the standard indemnification agreement in which the claimant agreed to indemnify and hold harmless DOT for any unintentional damage to utility lines during DOT's normal course of business. When the claimant installed the gas line in 1996, it's contractor apparently removed and replaced the DOT owned sign without the permission of knowledge of the DOT and without adhering to DOT standards for sign post installation. The sign post was put back into the ground directly over the gas line. It is not the policy of DOT to call Diggers Hotline when replacing an existing sign in the same hole at the same depth. When the sign crew pulled the sign and began to re-auger the hole to the required depth of 4'6", the gas line was struck at a depth of only 3 feet. The DOT is the only entity authorized to remove or install DOT signs and all signs are imprinted with a warning of fine or imprisonment for removal or tampering of the sign. The DOT has no records that this signpost was removed or replaced by DOT since 1990. The DOT believes that it is reasonable to expect that a signpost in place since 1990 at a depth of 4' 6" could be replaced without incident by a same size post at the same depth. The DOT believes that the claimant should pursue their claim against the contractor that installed the gas line in 1996 and negligently removed and incorrectly replaced the DOT sign. The Board concludes the claim should be paid in the amount of $941.53 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(3)(eq), Stats.

7. John C. Koshick of Milwaukee, Wisconsin claims $5,910,212.00 for monetary damages and lost revenues allegedly caused by breach of a verbal contract with the Wisconsin State Fair Park (WSFP). The claimant produces and promotes entertainment events, including Milwaukee Metalfest, a rock concert. The claimant alleges that in the summer of 1998, he was approached by WSFP regarding holding the 1999 Metalfest at WSFP. The claimant states that he held a number of meetings with Rick Bjorklund, Executive Director of WSFP and that in June 1999, the claimant and WSFP entered into a contractual agreement for use of WSFP on July 30-31, 1999, for the Milwaukee Metalfest concert. The claimant alleges that on the basis of this agreement, he began to promote and advertise that Metalfest would take place at the WSFP grounds on July 30-31, 1999, that he began selling tickets, booking bands and arranging television broadcasts of the events. The claimant also states that WSFP posted notice of Milwaukee Metalfest on its web site and accepted reservations for Metalfest patrons to stay at WSFP dormitories during the event. The claimant states that on July 1, 1999, Rick Bjorklund advised

him that WSFP would not honor the contractual agreement and that Milwaukee Metalfest would not be permitted on WSFP grounds on July 30-31. The claimant further states that he attempted to mitigate his damages by seeking a temporary injunction requiring WSFP to honor the contractual agreement. The claimant requests reimbursement for increased costs and lost revenues related to moving the event and losing the WSFP site. The Department of Tourism, representing Wisconsin State Fair Park, recommends denial of this claim. The claimant's claim is based on his assertions that WSFP entered into a contract with him for Metalfest to take place at the WSFP grounds. Tourism agrees that discussions about the event did take place between Rick Bjorklund and the claimant, however, a contract was never executed. The claimant makes numerous assertions regarding the details of the alleged verbal contract, however, little if anything is known about the basis of the purported bargain, estimated revenues and expenses, division of concession sales and other details that would be important, if not indispensable; to finalizing any kind of agreement. Tourism believes that the absence of a written agreement along with the dramatic disparity between WSFP's and the claimant's purported income from the event suggest that while there were negotiations, the details of an agreement had not been reached. Tourism believes that the lack of evidence of existence of a contract results in the lack of evidence of any breach of contract. Furthermore, the monetary damages claimed are merely assertions by the claimant and he has provided no evidence related to any of the claimed damages. Even if a contract was determined to exist between the claimant and WSFP, the Department of Tourism states that all of the damages alleged must be characterized as extras under Article IV, Section 26 of the Wisconsin Constitution and are therefore constitutionally prohibited. 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. *(Member Main not participating.)*

8. Melvin Rice of Janesville, Wisconsin claims $800.00 for return of restitution money charged to him while he was incarcerated. The claimant alleges that in May 1999 he was assaulted by another inmate. The claimant states that he did not start the altercation but only defended himself when he was attacked. The claimant's hand was broken during the incident. After investigating the incident, the Department of Corrections gave the claimant 4 days adjustment time and charged him $800 restitution for his medical bills. The claimant states that he requested a copy of the medical bills and was told that no bill existed at that time. The claimant does not believe that he should have been billed $800 for medical bills because he does not feel that DOC had proof of $800 medical treatment. The Department of Corrections recommends denial of this claim. According to the Department's investigation, the claimant went to another inmate's room to ask for a cigarette. The claimant's request was rudely rebuffed and the claimant responded in kind. Upon returning to his cell, the claimant and the other inmate got into a fight, during which the claimant suffered injuries that cost the state $652.55 to treat at a local hospital. The restitution charged to the claimant was $652.55, not $800 as the claimant alleges. The Department also points out that as of August 25, 1999, the claimant had only paid $149 towards his restitution. Payment of restitution as a penalty is authorized by section DOC 303.84 (1)(k) Wis. Adm. Code. The Department believes that there was no negligence by any state employee or officer and that equity does not require returning to the claimant restitution already paid. Inmates have to learn that there are consequences to fighting. 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.

9. Scott A. Bowe of Wisconsin Dells, Wisconsin claims $185.00 for the cost of glasses that were lost while claimant was on duty as a conservation warden. The claimant was working at Lake Delton and jumped into the lake to rescue a person who was drowning. His eyeglasses were lost during the rescue. The claimant requested reimbursement for his lost glasses from the Department but was denied. He requests $185 to replace his lost glasses. The Department of Natural Resources

recommends payment of this claim. The loss occurred while the claimant was on duty and the Department does not believe there was any negligence on his part in this situation. The claimant is a represented employe and the WSEU contract covering conservation wardens covers eyeglasses that are *damaged* beyond repair but does not cover eyeglasses that are lost. The Department recommends the claim be paid in full on equitable grounds from the DNR appropriation in s. 20.370 (3)(mu), Stats. The Board concludes the claim should be paid in the amount of $185.00 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(1)(mu), Stats.

10. R.L. Elver of Platteville, Wisconsin claims $100.00 for the cost of repairing an x-ray machine allegedly damaged by a Department of Health and Family Services inspector. The x-ray machine at the claimant's dentistry office was inspected by an employe of DHFS' Radiation Protection Section. The claimant states that during the inspection, the DHFS inspector incorrectly fed a test film into the machine and jammed the processor. The claimant requests reimbursement for his $100 repair bill to fix the machine. The Department of Health and Family Services recommends payment of this claim. The DHFS admits that when inspecting the claimant's machine, the test film was fed into the processor a little out of alignment and jammed in the processor and that this may have caused the damage claimed. The DHFS believes that this claim is justified and that the repair cost is reasonable and therefore recommends payment of this 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 (6m), Stats., payment should be made from the Department of Health and Family Services appropriation s. 20.345(1)(gm), Stats.

11. Wilbert Finke of Stratford, Wisconsin claims $50.85 for damages allegedly caused by a state inspector turning off a milk pump kill switch at the claimant's dairy farm. The claimant alleges that he never turns this switch off and that the only other person who had access to that switch was the DATCP inspector. The claimant did not realize that the inspector had turned off the switch and called a repairman to find out what was wrong with his equipment. He requests reimbursement for the service call. The Department of Agriculture, Trade & Consumer Protection does not admit liability for the claimant's damages, however the Department does not contest payment of this claim by the Claims Board. The Department believes that the claimant's evidence supporting Department liability for the claim is weak and not conclusive. However, if the claim is awarded, the Department recommends payment of no more than $50.85. The Board concludes the claim should be paid in the amount of $50.85 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Agriculture, Trade & Consumer Protection appropriation s. 20.115(1)(a), Stats.

12. Troy and Karen Mabie of Janesville, Wisconsin claim $346.50 for car damage allegedly caused by a substance leaking from the roof of the Monona Terrace parking garage. The claimants parked there while attending a function downtown and when they returned to their car they noticed a white liquid dripping from the ceiling onto their vehicle. The claimants also noticed that there were markings sprayed on the ceiling around the leak apparently indicating that someone was aware of the problem. The claimants believe that the parking stall should have been blocked off to prevent vehicles from being parked in this area, since parking ramp personnel were apparently aware that there was a problem with a leak in this stall. The liquid would not wash or scrape off of the claimants' vehicle and ate into the paint, damaging the finish. The claimants request reimbursement for the cost to re-paint their car. They feel that the state was negligent for not blocking off the parking space and do not feel that their insurance should be billed for this damage. They have a $50 insurance deductible. The Department of Administration recommends payment of this claim. The manager of the Monona Terrace parking ramp has stated that there were some problems with a newly chalked joint leaking onto the vehicle and that the chalk is what caused this damage. The Department recommends full

payment of the claim. The Board concludes the claim should be paid in the amount of $346.50 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Administration appropriation s. 20.505(5)(kb), Stats.

13. Ernestine Nelson of Milwaukee, Wisconsin claims $628.00 for 1998 homestead tax credit. The claimant filed her homestead tax credit claim on January 12, 1999. The Department of revenue requested additional documentation to substantiate her claim. The claimant's apartment building was sold to a new owner. The claimant had an agreement with the previous owner that she would pay a reduced rent in return for performing some manegerial services at the apartment building. The claimant received the needed notarized letter from the previous owner but it took some time for her to get a notarized letter from the new owner. The claimant finally received the needed information from the new owner and sent it to the Department of Revenue. The claimant apologizes for the delay and requests her 1998 homestead credit. The Department of Revenue has no recommendation regarding this claim. The Department requested additional documentation for the claimant's homestead claim in January 1999. The Department denied the claimant's homestead credit claim on June 18, 1999, because it had not received the requested documentation. On August 26, 1999, the Department received a petition for re-determination from the claimant. Since the claimant's appeal was filed more than 60 days from receipt of the denial, the department's denial of her 1998 homestead claim is final and conclusive. 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. Paul C. Johnson of Kenosha, Wisconsin claims $799.63 for vehicle damage allegedly caused by former inmates of Kenosha Correctional Center, where the claimant is employed. In January 1999, the claimant returned to his vehicle to find all 4 tires slashed and a cinder block thrown through his front windshield and rear windows. An investigation revealed two suspects, who were former inmates against whom the claimant had taken disciplinary action. The claimant does not have insurance coverage for the damage. The Department of Corrections recommends payment of this claim on equitable grounds. The Board concludes the claim should be paid in the amount of $799.63 based on equitable principles. The Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the Department of Corrections appropriation s. 20.410(1)(a), Stats.

15. Dennis E. Robertson of Madison, Wisconsin claims $200.00 for unpaid medical expenses allegedly related to injuries sustained by Heather Hagan at the October 30, 1993, UW-Michigan football game at Camp Randall. The claimant served as Ms. Hagen's attorney after the incident. Ms. Hagan was transported by ambulance because of her injuries. The claimant was advised shortly after the incident that the State or UW would take care of unpaid medical expenses for people injured in the stadium stampede. Neither Ms.Hagen nor the claimant realized until recently that the ambulance bill had remained unpaid for 5 years. As an accommodation to Ms. Hagen, the claimant paid the bill and is now seeking reimbursement. The University of Wisconsin System recommends payment of this claim on equitable principles. Ms. Hagen was involved in the Camp Randall stampede and required transport to the hospital as a result of the injuries she sustained. She was advised at that time that either the UW or the state would cover her uninsured medical expenses. It was an oversight that the $200 ambulance bill was not paid. Under all the circumstances noted above, and because a number of similar claims arising from the stampede incident have previously been paid, payment appears appropriate here. The Board concludes the claim should be paid in the amount of $200.00 based on equitable principles. The

Board further concludes, under authority of s. 16.007 (6m), Stats., payment should be made from the University of Wisconsin appropriation s. 20.285(5)(h), Stats.

The Board concludes:

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

   Angel F. Williams
   Melvin Rice
   Boulanger Construction Company, Inc.
   John C. Koshick
   Ernestine Nelson

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

Julie Leser	$250.00
Wisconsin Gas Company	$941.53
Scott A. Bowe	$185.00
R.L. Elver	$100.00
Wilbert Finke	$50.85
Paul C. Johnson	$799.63
Troy & Karen Mabie	$346.50
Dennis Robertson	$200.00

The Board recommends:

1. Payment of $23,053.80 to Jerome and Theresa Wagner for damages related to the failure of Ryser Brothers Dairy in 1991.

2. Payment of $8,420.92 to the City of La Crosse, Wisconsin for damages related to a late fee assessed against the city's 1999 transportation aids.

Dated at Madison, Wisconsin this 10 th day of March 2000.

Alan Lee, Chair
Representative of the Attorney General

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

Sheryl Albers
Assembly Finance Committee

Lawrence A. Wiley
Representative of the Governor