

STATE OF WISCONSIN

Senate Journal

Eightieth Session

TUESDAY, August 31, 1971.

10:00 o'clock A.M.

The senate met.

The senate was called to order by the president of the senate.

Prayer was offered by the Reverend Ray Colliver, Assembly of God Church, Madison, Wisconsin.

The senate remained standing and recited the pledge of allegiance to the flag of the United States.

LEAVES OF ABSENCE

By request of Senator Keppler, with unanimous consent, Senator Heinzen was granted a leave of absence for the balance of the day's session.

By request of Senator Keppler, with unanimous consent, Senator Soik was granted a leave of absence for Wednesday, September 8.

The roll was called and the following senators answered to their names:

Senators Bidwell, Busby, Chilsen, Cirilli, Devitt, Dorman, Frank, Hollander, Kendzioriski, Keppler, Knowles, Knutson, Krueger, LaFave, Lipscomb, Lorge, Lotto, Lourigan, McKenna, Martin, Murphy, Parys, Peloquin, Risser, Schuele, Soik, Steinhilber, Swan, Thompson and Whittow—30.

Absent—None.

Absent with leave—Senators Heinzen, Johnson and Roseleip—3.

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AMENDMENTS OFFERED

Senate amendment 9 to **Senate Bill 713** offered by Senator Cirilli.

BILLS INTRODUCED

Read first time and referred:

Senate Bill 733

Relating to redistricting this state pursuant to the congressional apportionment based on the 1970 census of population.

By Senator Lipscomb.

To committee on Judiciary.

Senate Bill 734

Relating to eligibility requirements for school board candidates.

By Senator Murphy; co-sponsored by Representative Merkel, by request of Mrs. Edward Mills, Elm Grove, Wis.

To committee on Education.

COMMITTEE REPORTS

The committee on Judiciary reports and recommends for introduction:

Senate Joint Resolution 88

Relating to a study of judicial administration and methods of selecting judges.

Introduction; Ayes, 5; Noes, 0.

Senator Busby asked unanimous consent to consider **Senate Joint Resolution 88** for action at this time.

By request of Senator Risser, with unanimous consent, **Senate Joint Resolution 88** was laid on the table.

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Senate Bill 735

Relating to assessment of power dams and generating plants.

Introduction; Ayes, 5; Noes, 0.

Read first time and referred to committee on Commerce, Labor, Taxation, Insurance and Banking.

And further recommends:

Senate Joint Resolution 24

Providing for an advisory referendum on prompt cease fire and prompt withdrawal of United States troops and equipment from Southeast Asia.

Adoption; Ayes, 4; Noes, 1.

Senate Bill 365

Relating to requiring judicial review of workmen's compensation and unemployment compensation claims to be commenced in the circuit court for the county in which the claimant resides.

Indefinite postponement; Ayes, 3; Noes, 2.

Senate Bill 449

Relating to application of the "open meeting" law.

Indefinite postponement; Ayes, 5; Noes, 0.

Senate Bill 606

Relating to motorboat owners' liability for negligence of persons under 18.

Passage; Ayes, 5; Noes, 0.

Senate Bill 614

Relating to fingerprinting of a person not in custody.

Passage; Ayes, 3; Noes, 2.

Senate Bill 619

Relating to the definition of dangerous weapon.

Adoption of senate amendment 1; Ayes, 5; Noes, 0 and passage; Ayes, 5; Noes, 0.

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Senate Bill 623

Relating to revoking local option as to law enforcement standards.

Indefinite postponement; Ayes, 4; Noes, 1.

Senate Bill 645

Increasing maximum allowable claims and providing attorney's fees in small claims actions.

Indefinite postponement; Ayes, 5; Noes, 0.

Assembly Bill 22

Relating to filing complaints against police.

Non-concurrence; Ayes, 3; Noes, 2.

ALLEN J. BUSBY,
Chairman.

REPORT OF JOINT SURVEY COMMITTEE ON
RETIREMENT SYSTEMS

Appendix to Senate Bill 650 and senate amendments 1 and 2

Recommendation

This bill will correct a serious administrative problem by standardizing, on an equitable basis, the treatment of all state, municipal employes and teachers in regard to military leave credit since 1966. Senate amendment 1 is minor and is of a clarifying nature. Therefore, it is the opinion of this committee that *passage of this bill, as amended by senate amendment 1, thereto, is in the best public interest.*

Respectfully submitted,

JOINT SURVEY COMMITTEE
ON RETIREMENT SYSTEMS

REUBEN LaFAVE,
Chairman.

ALVIN BALDUS,
Vice-Chairman.

Referred to committee on Governmental and Veterans' Affairs.

PETITIONS AND COMMUNICATIONS

Senate Petition 202

A petition signed by 114 citizens of Kenosha, Wisconsin in opposition to **Assembly Bill 859** relating to the use of Lakefront Park. (Stadium Park)

Introduced by Senator Lourigan.

Referred to committee on Governmental and Veterans' Affairs.

Senate Petition 203

A petition signed by 101 citizens of Kenosha, Wisconsin in opposition to **Assembly Bill 859** relating to the use of Lakefront Park. (Stadium Park)

Introduced by Senator Lourigan.

Referred to committee on Governmental and Veterans' Affairs.

Senate Petition 204

A petition signed by 84 citizens of Kenosha, Wisconsin in opposition to **Assembly Bill 859** relating to the use of Lakefront Park. (Stadium Park)

Introduced by Senator Lourigan.

Referred to committee on Governmental and Veterans' Affairs.

Senate Petition 205

A petition signed by 50 citizens of Kenosha, Wisconsin in opposition to **Assembly Bill 859** relating to the use of Lakefront Park. (Stadium Park)

Introduced by Senator Lourigan.

Referred to committee on Governmental and Veterans' Affairs.

State of Wisconsin
Claims Board

August 27, 1971.

Mr. William P. Nugent
Senate Chief Clerk
State Capitol
Madison, Wisconsin 53702

Dear Mr. Nugent:

Enclosed are copies of the reports and recommendations of the State Claims Board covering claims heard by it.

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The amounts recommended for payment under \$500 on claims included in these reports have, therefore, under the provisions of s. 16.007, Wisconsin Statutes, been paid directly by the Board. The Board is preparing the bills on the awards over \$500 and will submit them to the Joint Finance Committee for legislative introduction. The awards made under the provisions of s. 16.008, Wisconsin Statutes, have been paid directly to those municipalities.

These reports are for the information of the Legislature. The Board would appreciate your acceptance and spreading of them upon the Journal to inform the members of the Legislature as to the nature of the claims which come before it for consideration.

Sincerely,

DONALD STERLINSKE,
Secretary.

BEFORE THE CLAIMS BOARD OF WISCONSIN

Hearings were held at Madison, Wisconsin on June 4, 1970, October 6, 1970, January 14, 1971, March 1, 1971, May 3, 1971 and June 21, 1971 on the following claims:

<i>Name of Claimant</i>	<i>Amount of Claim</i>
1. F. F. Mengel Co. -----	\$62,263.34
2. Mrs. Alice Freese -----	47.00
3. Alma Pommerening -----	7,500.00
4. Ruth Rieger -----	8,252.48
5. Reliance Insurance Co. -----	82.10
Liverpool & London & Royal Globe Insurance Co. -----	598.43
Mr. & Mrs. Spencer Warner -----	570.45
Mrs. Catherine Krause -----	3,015.30
Hanover Insurance Company -----	3,800.79
Citizens Insurance Co. of New Jersey ----	9,222.89
Continental Insurance Co. -----	13,621.50
Drs. John R. & Paul E. Kewin -----	9,642.44
6. Max Samen -----	237.76
7. Werner Schmid -----	21,231.32
8. Hartford Accident & Indemnity Co., & Gerald Kamies -----	1,835.49
9. Leo Dillenburg -----	640.00
10. Mrs. Anne M. Mosgaller -----	2,548.45

THE BOARD FINDS:

1. *F. F. Mengel Co.*

F. F. Mengel Co. claims \$62,263.34 for reimbursement for additional expenses in performing work ordered by the Department of Transportation which was not included or contemplated in the basic contract. During the paving operation performed by claimant a breakup of the stabilized sub-base occurred in the summer of 1967 on I-94 between Eau Claire and Tomah. Claimant contends the breakup was caused by an inadequate thickness of the sub-base, poor drainage of the sub-grade, and minimum cement content and thickness of stabilization. Claimant alleges all these factors were under the control of the State, and accordingly the State should bear the responsibility for the breakup. Claimant also points to its reliance on the practice of allowing a paving contractor to travel on the sub-base, and alleges its bid was based on past experiences encountered on previous soil stabilization jobs. When the claimant requested to stop paving to correct the situation he was ordered by the State to continue working and increase the cement content and thickness of the base $\frac{1}{2}$ ". The contractor was requested by the State Engineer to continue to use the stabilized portion of the roadway and continue to use the road as a haul road to determine those areas which were inclined to break up, and the additional cost over and above the contract was to be approved by the Highway Commission by using the "change order" procedure. The contractor was reimbursed the additional sum of \$55,142.05 for additional work requested by the State and not covered by the initial contract. The contractor also claimed the additional amounts for concrete replacement, concrete patching, penalties imposed and maintenance cost. While this claim has been reviewed by the Highway Commission, the Board concludes on the basis of all evidence presented that damages of \$8,617.87 have been shown which on equitable principles the State should assume and pay. (Mr. Hubbard dissents).

2. *Mrs. Alice Freese*

Mrs. Alice Freese claims damages of \$47.00 in medical expenses related to injuries sustained on August 11, 1969 when high winds struck the Wisconsin State Fair in West Allis, Wisconsin. The Board concludes the claim is one

which on equitable principles the State should assume and pay.

3. *Alma Pommerening*

Alma Pommerening claims damages of \$8,371.18 for medical expenses of \$871.18 and personal injuries of \$7,500 related to injuries sustained on Sunday, January 25, 1970, on the sidewalk within the balustrade between the Monona Avenue and King Street approaches to the State Capitol at Madison, Wisconsin. The claimant's medical expenses were paid by Medicare and W.P.S. The hazardous condition of the walk was due to weather conditions which immediately preceded the accident, and which could not be reasonably corrected prior to the time of the accident. There was no evidence of a condition which was allowed to exist for an unreasonable period of time. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

4. *Ruth Rieger*

Ruth Rieger claims damages of \$8,252.48 consisting of medical expenses of \$1,252.48 and personal bodily injuries of \$7,000 related to injuries sustained on August 11, 1969 when high winds struck the Wisconsin State Fair in West Allis, Wisconsin. The claimant has been reimbursed through her insurance proceeds for all but \$269.74 of her medical expenses, and the Board concludes the State on equitable principles should assume and pay these unreimbursed expenses.

5. *Reliance Insurance Co.*

Liverpool & London & Royal Globe Insurance Co.

Mr. and Mrs. Spencer Warner

Mrs. Catherine Krause

Hanover Insurance Company

Citizens Insurance Co. of New Jersey

Continental Insurance Company

Drs. John R. and Paul E. Kewin

The above named claimants claim a total amount of

\$40,553.90 for damages sustained as a result of a fire on May 12, 1968 in the 100 Block of West Oak Street in the City of Sparta, Wisconsin. Claimants allege the fire was started by Doris Brown who was temporarily absent from the Wisconsin Child Center in Sparta, Wisconsin without permission. Claimants allege the Department of Health and Social Services was negligent in placing Doris Brown at the Wisconsin Child Center and that the staff at the Wisconsin Child Center was negligent in failing to sufficiently supervise Doris. The Board finds that the Department exercised reasonable judgment in placing Doris Brown at the Wisconsin Child Center. Also, it was reasonable to assume that her unauthorized absences would follow the established pattern of visiting persons in whom she had particular confidence. There was no reasonable probability that she would start a fire or otherwise cause damage on May 12, 1968. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claims are not ones for which the State is legally liable, and not ones which on equitable principles the State should assume and pay.

6. Max Samen

Max Samen filed a claim which, as amended, seeks \$237.36 in damages for the loss of his son's trunk filled with clothes and personal items. It was delivered to Sellery Hall at the University of Wisconsin at Madison on September 15, 1970. The claimant recovered \$1,500 from his insurance carrier for said loss, but claims the lost property was worth \$237.36 more than the insurance proceeds. The Board concludes the value of the lost property does not exceed \$1,500 and that the claim is not one which the State should assume and pay.

7. Werner Schmid

Werner Schmid claims \$21,231.32 for 134 cows disposed of at his farm at Route #7 in Merrill, Wisconsin between April 22, 1970 and August 25, 1970 on the recommendation of the Wisconsin Department of Agriculture. Ninety-four (94) of the cows were non-reactors to tubercular testing, but disposed of anyway to clean out the herd. The market value of these 94 cows was \$34,075.00, and the claimant

received salvage of \$22,111.00. The difference of \$11,964.00 is the portion of claimant's damages which the Board concludes the State should assume and pay on equitable principles.

8. Hartford Accident & Indemnity Co. and Gerald Kamies

Hartford Accident & Indemnity Co. and Gerald Kamies claim damages totalling \$1,835.49 to a 1968 Chevrolet truck with a 1962 Fruehauf trailer used as an automobile transport carrier. A Wisconsin National Guard Military truck driven by SP5 Wilbur Millard collided with the parked automobile carrier on I-94 near Tomah on June 9, 1970 causing damage to the carrier and three new cars it was carrying. SP5 Millard was attending the annual federally paid two week summer encampment with his National Guard unit at the time of the accident. The Board concludes the claim is not one which the State should assume and pay.

9. Leo Dillenburg

Leo Dillenburg claims \$640.00 in damages for the loss of 14 puppies on November 7, 1970 at Belle Plaine, Wisconsin. Claimant alleges the mothers killed these puppies because of fear caused by tear gas grenades set off by members of the Wisconsin National Guard during maneuvers taking place approximately 1/2 mile away. The Board finds that there is insufficient evidence to establish that the loss of these puppies can be attributed to negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

10. Mrs. Anne M. Mosgaller

Mrs. Anne M. Mosgaller claims damages of \$2,548.45 consisting of medical expenses of \$169.05 less \$120.60 paid by insurance proceeds, plus \$1,000 for loss of affection to her husband and dog, plus \$500 for loss of her ability to maintain her house, plus \$1,000 for her inability to conduct

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a normal life. The injuries were sustained on August 17, 1970 while claimant was walking on the State Fair Grounds in West Allis, Wisconsin. She stepped into a hole in the road on the north end of the swine building. The hole existed for two years prior to the accident without being repaired. The Board concludes that damages of no more than \$48.45 have been shown, and to that extent the claim is one which on equitable principles the State should assume and pay.

THE BOARD CONCLUDES:

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

Alma Pommerening
Reliance Insurance Co.
Liverpool & London & Royal Globe Insurance Company
Mr. and Mrs. Spencer Warner
Mrs. Catherine Krause
Hanover Insurance Company
Citizens Insurance Co. of New Jersey
Continental Insurance Company
Drs. John R. and Paul E. Kewin
Max Samen
Hartford Accident & Indemnity Co. and Gerald Kamies
Leo Dillenburg

2. Payment of the following amounts to the following claimants, respectively, is justified under sec. 16.007 (6), Wis. Stats.

Mrs. Alice Freese	\$ 47.00
Ruth Rieger	269.74
Mrs. Anne M. Mosgaller	48.45

THE BOARD RECOMMENDS:

That payment of the following amounts to the following claimants, respectively, be made:

F. F. Mengel Co.	\$ 8,617.87
Werner Schmid	11,964.00

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Dated at Madison, Wisconsin this 26th day of August, 1971.

WALTER G. HOLLANDER,
Chairman, Senate Committee on
Finance

GEORGE MOLINARO,
Chairman, Assembly Committee on
Finance

DONALD STERLINSKE,
Representative of Secretary of
Administration

ALLEN WILLIAMS,
Representative of Governor

ALLAN P. HUBBARD,
Representative of Attorney General

BEFORE THE CLAIMS BOARD OF WISCONSIN

Hearings were held at Madison, Wisconsin on August 16, 1971, upon the following claims:

<i>Name of Claimant</i>	<i>Amount of Claim</i>
1. Credit Union National Association -----	\$ 25.00
2. Kenneth Jay Sweet -----	65.78
3. Ellen G. Ahern -----	200.00
4. Deborah Spychala -----	150.00
5. Richard R. Graebel -----	44.05
6. Mr. and Mrs. Robert McGrane -----	555.00
7. Earl Goldben -----	20.50
8. Mrs. Fred H. Wedde -----	63.16
9. Frank T. Schultz -----	257.33
10. Donald and Helen Matteson -----	11,321.28

THE BOARD FINDS:

1. *Credit Union National Association*

Credit Union National Association claims \$25.00 for reimbursement for a record player-amplifier stolen on or about August 20, 1970 from Sellery Hall at the Madison Campus of the University of Wisconsin. Although precise

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instructions were left with university personnel concerning the manner in which the equipment should be released, the equipment was released to an unauthorized person, resulting in the theft. The Board concludes the claim is one which on equitable principles the State should assume and pay.

2. *Kenneth Jay Sweet*

Kenneth Jay Sweet claims \$65.78 for reimbursement for damages to his 1970 Plymouth Barracuda on or about November 20, 1970 at the Murray Street parking lot at the Madison Campus of the University of Wisconsin. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

3. *Ellen G. Ahern*

Ellen G. Ahern claims \$200.00 for reimbursement for a mink side fur jacket stolen from the hall outside the University of Wisconsin-Milwaukee Fireside Lounge on February 18, 1971. The coat had not been checked with University personnel. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

4. *Deborah Spychala*

Deborah Spychala claims \$150.00 for reimbursement for a watch lost or stolen in March of 1970 from the lost and found desk at the University of Wisconsin-Milwaukee Union. The watch was left in the custody of university personnel after being turned in by a friend of the claimant who had found the watch. The Board concludes the claim is one which on equitable principles the State should assume and pay, except that the value of the watch should be reduced to \$75.00.

5. *Richard R. Graebel*

Richard R. Graebel claims \$44.05 for reimbursement for towing and other expenses resulting from the theft of his

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automobile on October 8, 1970 at Tenney Park, Madison, Wisconsin by an escaped patient from Mendota State Hospital. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

6. *Mr. and Mrs. Robert McGrane*

Mr. and Mrs. Robert McGrane claim \$555.00 for reimbursement for damages to their 1965 Oldsmobile and pump jack resulting from the theft of their automobile by a foster boy who ran away from their foster home on March 4, 1971, and wrecked the automobile. The claimants received \$890.00 from their insurance carrier for their wrecked automobile. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

7. *Earl Goldben*

Earl Goldben claims \$30.50 for reimbursement for medical expenses and eyeglass frames resulting from slipping and falling in the parking area to the main building at the Oregon State Farm on February 4, 1971. A freezing rain was falling at the time of the accident, and the department salted and sanded the area as soon as possible under the circumstances. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

8. *Mrs. Fred H. Wedde*

Mrs. Fred H. Wedde claims \$63.16 for reimbursement for damages to the plaster in her living room walls at 702 South Watertown Street, Waupun, Wisconsin on March 19, 1971. Claimant alleges the damage was caused by dynamite blasting at the Farm #1 bunkhouse at the Wisconsin State Prison.

Although such blasting did occur, the evidence does not support the allegation that the blasting caused the cracks in the plaster in claimant's residence. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

9. *Frank T. Schultz*

Frank T. Schultz claims \$257.33 for reimbursement for damages to his 1961 Buick Special Station Wagon. Claimant alleges the damages occurred as the result of four carburetor bolts being thrown into the carburetor by prison inmates or employees on or about January 18, 1971. The evidence as disclosed on the claimant's application states that a complete engine tune-up on February 12, 1971, by a third party left the car in "A-1 condition," and that the "motor was so good that the car even ran and started perfectly in 30 below cold." The claimant's wife first discovered difficulty after 300 miles of driving after January 18, 1971. Allegedly the carburetor bolts disintegrated and melted on the cylinder heads and cylinder walls and completely ruined the engine.

The evidence does not support the claimant's allegations. There is no evidence of negligence on the part of officers, agents or employees of the State being responsible for the damages claimed, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles this State should assume and pay.

10. *Donald and Helen Matteson*

Donald and Helen Matteson claim \$11,321.28 for reimbursement for medical expenses of \$710.95, loss of wages for Helen of \$1,510.33, permanent partial disability for Helen of \$7,500, unreimbursed deductible auto loss for Donald of \$100 and loss of services and companionship of \$1,500. On June 14, 1967 claimant Helen was driving Donald's automobile in a southerly direction in the left hand lane of State Highway 41, just south of its intersection with State Highway 114 outside of Neenah, Wisconsin. The concrete highway exploded, causing the automobile to swerve and causing damage to the automobile and personal injury to the driver.

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There were no expansion joints in the concrete. Numerous similar explosions occur from year to year on highways in Wisconsin with and without expansion joints, usually on extremely hot days. Although many theories have been advanced as to what causes these explosions, their specific cause remains unknown. There is no evidence of negligence on the part of officers, agents or employees of the State, and the Board concludes the claim is not one for which the State is legally liable, and not one which on equitable principles the State should assume and pay.

THE BOARD CONCLUDES:

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

Kenneth Jay Sweet
Ellen G. Ahern
Richard R. Graebel
Mr. and Mrs. Robert McGrane
Earl Goldben
Mrs. Fred H. Wedde
Frank T. Schultz
Donald and Helen Matteson

2. Payment of the following amounts to the following claimants, respectively, is justified under sec. 16.007(6), Wis. Stats.:

Credit Union National Association	-----	\$25.00
Deborah Spychala	-----	75.00

Dated at Madison, Wisconsin this 26th day of August, 1971.

WALTER G. HOLLANDER,
Chairman, Senate Committee on
Finance

GEORGE MOLINARO,
Chairman, Assembly Committee on
Finance

DONALD STERLINSKE,
Representative of Secretary of
Administration

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ALLEN WILLIAMS,
Representative of Governor

ALLAN P. HUBBARD,
Representative of Attorney General

BEFORE THE CLAIMS BOARD OF WISCONSIN

A hearing was held at Madison, Wisconsin on January 13, 1971 on the claim of the City of Madison for \$5,808.59 for extraordinary police services on the University of Wisconsin-Madison campus for investigation and controlling the general area of destruction following the bombing of Sterling Hall from August 23 through September 26, 1970. The Board is satisfied that services were performed at the request of the University of Wisconsin, but concludes that only \$789.35 of the claimant's statement of charges is proper under sec. 16.008, Stats., and that the remainder of the claim for investigation expenses of \$5,019.24 is not proper under sec. 16.008, Stats.

Dated at Madison, Wisconsin this 26th day of August, 1971.

WALTER G. HOLLANDER,
Chairman, Senate Committee on
Finance

GEORGE MOLINARO,
Chairman, Assembly Committee on
Finance

DONALD STERLINSKE,
Representative of Secretary of
Administration

ALLEN WILLIAMS,
Representative of Governor

ALLAN P. HUBBARD,
Representative of Attorney General

BEFORE THE CLAIMS BOARD OF WISCONSIN

A hearing was held at Madison, Wisconsin on June 3, 1970 on the claim of John and Charlene Pope for \$30.00 in

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medical expenses related to injuries sustained on August 11, 1969 when high winds struck the Wisconsin State Fair in West Allis, Wisconsin. Subsequent to said hearing damages for additional medical expenses of \$38.00 were shown, which charges are proper. The Board concludes the payment of a total of \$68.00 for said medical expenses is justified under sec. 16.007 (6), Wis. Stats.

Dated at Madison, Wisconsin this 26th day of August, 1971.

WALTER G. HOLLANDER,
Chairman, Senate Committee on
Finance

GEORGE MOLINARO,
Chairman, Assembly Committee on
Finance

DONALD STERLINSKE,
Representative of Secretary of
Administration

ALLEN WILLIAMS,
Representative of Governor

ALLAN P. HUBBARD,
Representative of Attorney General

BEFORE THE CLAIMS BOARD OF WISCONSIN

A hearing was held at Madison, Wisconsin on October 7, 1970 on the claims of Dane County for \$113,189.10 for extraordinary police service furnished on March 16-18, 1970, and May 4-19, 1970, during civil disturbances at the University of Wisconsin at Madison. The Board is satisfied that the services were performed as claimed and at the request of an appropriate state agency, except for certain charges set forth in the Board's findings and conclusions dated February 4, 1971. In addition to the \$99,174.58 allowed on said date, additional evidence has been submitted for another \$2,379.34 for longevity pay, which charge is proper, and the Board concludes that payment of the charges in the total amount of \$101,553.92 are proper under sec. 16.008, Wis. Stats., and that the balance of said charges are not proper under said statute.

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Dated at Madison, Wisconsin this 26th day of August, 1971.

WALTER G. HOLLANDER,
Chairman, Senate Committee on
Finance

GEORGE MOLINARO,
Chairman, Assembly Committee on
Finance

DONALD STERLINSKE,
Representative of Secretary of
Administration

ALLEN WILLIAMS,
Representative of Governor

ALLAN P. HUBBARD,
Representative of Attorney General

MESSAGE FROM THE ASSEMBLY

By Thomas P. Fox, chief clerk.

Mr. President:

I am directed to inform you that the assembly has passed and asks concurrence in:

**Assembly Bill 663 and
Assembly Bill 878.**

Concurred in:

**Senate Joint Resolution 58,
Senate Bill 50,
Senate Bill 157,
Senate Bill 226,
Senate Bill 353 and
Senate Bill 363.**

Amended and concurred in as amended:

Senate Bill 178 (assembly amendment 1 adopted)

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MESSAGE FROM THE ASSEMBLY CONSIDERED

Assembly Bill 663

Relating to state office hours, protection of persons, use of state buildings and providing a penalty.

By Representative Baldus, by request of the Department of Administration.

Read first time and referred to committee on Judiciary.

Assembly Bill 878

Relating to prohibiting the discharge of untreated domestic sewage into the waters of the state.

By committee on Natural Resources, by request of Governor Patrick J. Lucey.

Read first time and referred to committee on Natural Resources.

Senate Bill 178

Assembly amendment 1 pending.

Referred to calendar.

Upon motion of Senator Chilsen, with unanimous consent, the senate recessed until 11:50 A.M.

10:20 A.M.

RECESS

11:50 A.M.

The senate reconvened.

Senator Kendziorski in the chair.

Upon motion of Senator Keppler, with unanimous consent, the senate recessed until 3:00 P.M.

11:51 A.M.

RECESS

1607

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3:00 P.M.

The senate reconvened.

President of the senate in the chair.

Senator Keppler asked unanimous consent to recess until 4:15 P.M.

Senator Whittow objected.

Senator Whittow asked unanimous consent to make **Senate Bill 713** a special order of business at 4:00 P.M.

Senator Keppler objected.

Upon motion of Senator Keppler, with unanimous consent, the senate recessed until 5:05 P.M.

3:15 P.M.

RECESS

5:05 P.M.

The senate reconvened.

Senator Risser moved that **Senate Bill 713** be considered for action at this time.

By request of Senator Heinzen, with unanimous consent, he was recorded as present.

Senator Lorge moved that the motion to consider **Senate Bill 713** for action at this time, be laid on the table.

Senator Risser moved a

CALL OF THE SENATE

Upon motion of Senator Keppler, with unanimous consent, the senate adjourned.

5:35 P.M.