



**Winnebago County**

Office of the County Clerk

*The Wave of the Future*

OSHKOSH (920) 236-4890  
FOX CITIES (920) 727-2880  
FAX (920) 303-3025  
E-mail: [countyclerk@co.winnebago.wi.us](mailto:countyclerk@co.winnebago.wi.us)

**NOTICE OF CLAIM**

Date: October 26, 2018

To: Doug, Linda and Joan

Re: Claim received from AT&T for \$4418.19 for damages caused to their AT&T cable. The Highway Department while digging to replace a culvert, cut and caused damage to an AT&T cable. This incident took place on 06/28/2018 at or near 876 E Black Wolf Ave in Oshkosh, Wisconsin.

This claim will be presented to the County Board at their November 20, 2018 meeting.

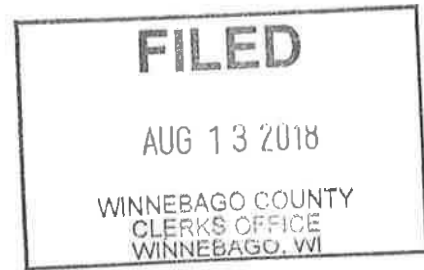


Risk Management Office  
7120 Clinton Rd  
Loves Park, IL 61111

T: 815-654-5121  
F: 214-446-6355  
MS6231@ATT.COM

August 8th, 2018

County of Winnebago  
ATTN: County Clerk  
415 Jackson St  
Oshkosh, WI 54901



Our File No.: AMER 25201806-50-0182

To Whom It May Concern:

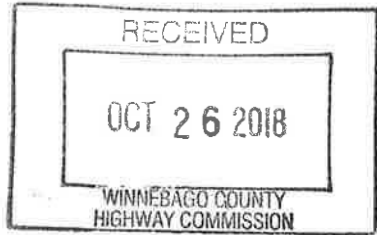
We wish to advise you that on or about June 28th 2018 at or near 876 E Black Wolf Ave in Oshkosh, Wisconsin, your crew while digging to replace a culvert, cut and caused damage to an AT&T cable.

As soon as our repair costs have been determined, our claim will be forwarded to you or your insurance company, whichever you prefer.

Please contact my office at 815-654-5121 as soon as possible if you dispute liability for this damage.

Sincerely,

Michael Steward  
Sr. Risk Specialist



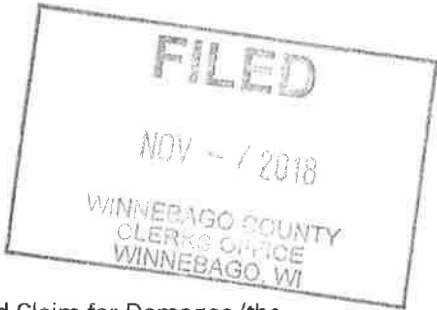
10/12/2018

WISCONSIN BELL, INC., DBA AT&T WISCONSIN  
RISK MANAGEMENT SERVICES  
1010 PINE 6W-P-02  
ST LOUIS, MO 63101

WINNEBAGO, COUNTY OF  
415 JACKSON ST  
OSHKOSH, WI 54901

**Re: Demand and Claim for Damages**

**Claim Number:** AMER-25-201806-50-0182-SZB



WISCONSIN BELL, INC., DBA AT&T WISCONSIN ("AT&T") hereby asserts this Demand and Claim for Damages (the "Demand") in the amount of \$4,418.19 as payment for damages that WINNEBAGO, COUNTY OF caused to AT&T's property or assets located at 876 E BLACK WOLF AVE, OSHKOSH CITY, WI on or about 06/28/2018 (the "Incident"). Specifically, WINNEBAGO, COUNTY OF, COUNTY WORKERS DUG A DAY EARLY BEFORE LOCATES CLEARED AND CUT OUR CABLE IN HALF. THEY ARE REPLAC A CULVERT CROSSING THE ROAD.

Below are the components of the payment for damages demanded by AT&T that resulted from the Incident. The Labor Cost includes but is not limited to, personnel, equipment, vehicles, and an allocation of general and administrative overhead.

LABOR	\$765.97
MATERIALS/UNIT COST ITEMS	\$152.22
CONTRACTOR	\$3,500.00
<b><u>TOTAL DAMAGES</u></b>	<b>\$4,418.19</b> Breakdown of Demand and Claim for Damages Attached

WINNEBAGO, COUNTY OF and AT&T agree that WINNEBAGO, COUNTY OF's full and complete payment of this Demand (the "Payment") within 30 days of the date indicated above, and AT&T's receipt and acceptance of the Payment, constitutes a full and final settlement and mutual release with regard to any and all liability related to this Demand and the Incident (the "Release"). Nothing herein shall require AT&T to accept any payment that is less than the Demand, and AT&T's receipt and retention of any such partial payment, the Release notwithstanding, shall not preclude AT&T from seeking recovery of the remaining balance of the Demand. AT&T reserves the right to seek additional damages, attorneys' fees, and costs where and as permitted by law. This Release is governed by the **Terms and Conditions on the reverse side of this page, which are incorporated in their entirety herein by reference.**

If you or your insurance carrier wish to discuss this Demand, or if you wish to request more detailed information about it, including the components and calculation of AT&T's damages, you may contact AT&T by phone at 800-894-0374, email at RMSCEN@att.com, or fax at 800-363-3234.



## TERMS AND CONDITIONS

**These Terms and Conditions in their entirety are incorporated into, and are an essential part of, the Demand and Claim for Damages on the reverse side of this page. The terms "Incident," "Payment," and "Demand" as used herein are defined on the reverse side of this page, and such definitions are incorporated by reference into these Terms and Conditions.**

Upon WINNEBAGO, COUNTY OF's Payment to WISCONSIN BELL, INC., DBA AT&T WISCONSIN ("AT&T") and AT&T's receipt and acceptance thereof, WINNEBAGO, COUNTY OF and AT&T agree to FULLY and FINALLY RELEASE each other as follows:

AT&T, for and on behalf of itself and its parent company, affiliates, related entities, predecessor and successor entities, subsidiaries, and all of their respective officers, directors, employees, insurers, and assigns, on one hand, and WINNEBAGO, COUNTY OF, for itself, himself, or herself and, as applicable, its, his, or her parent company, affiliates, related entities, predecessor and successor entities, subsidiaries, officers, directors, employees, insurers, heirs, predecessors, successors, assigns, partners, contractors, and subcontractors (hereinafter collectively, "Damager"), on the other hand, do hereby FULLY and FINALLY RELEASE one another and covenant not to sue one another or make any further claim, whether known or unknown, in tort, contract, or pursuant to statute or regulation, or take any other form of legal action against the other, for any matter relating to, arising from, or in any way connected to the above-referenced Incident or Demand, as defined on the reverse side of this page. The above and foregoing notwithstanding, AT&T's retention of any partial payment less than the full and complete amount of the Demand shall not preclude AT&T from seeking recovery of the remaining balance of the Demand, plus additional damages, attorneys' fees, and costs where and as permitted by law.

Damager represents and warrants that it, he, or she has had a full opportunity to investigate AT&T's Demand, as well as the underlying Incident, and makes the Payment and agrees to and accepts these Terms and Conditions, including, but not limited to, the FULL and FINAL RELEASE above, at arms' length, relying solely on its own assessment of anything stated or not stated by AT&T related, directly or indirectly, to the Incident, the Payment, and/or the Demand, including, but not limited to, the categories of damages enumerated therein, the amount demanded for each category, the manner in which AT&T calculated the amount, or the elements included in those calculations. Damager understands that by entering into this RELEASE it waives the right to claim that the damages demanded by AT&T were improper, excessive, incorrectly calculated, or otherwise unlawful.

Damager represents and warrants that it, he, or she has had the opportunity to discuss these Terms and Conditions and the Demand on the reverse side of this page with an attorney or other competent advisor. Damager covenants and agrees that Damager's Payment, or any partial payment retained by AT&T, with no further action required or contemplated by Damager or AT&T, constitutes Damager's compromise, settlement, and FULL and FINAL RELEASE of any and all claims of liability related to the Incident, the Payment, and the Demand.



## Breakdown of Demand and Claim for Damages

Claim Number: AMER-25-201806-50-0182-SZB

### LABOR

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
DT	06/29/2018	7.00	109.4268426					\$765.97
<b>Labor Sub-Total</b>								<b>\$765.97</b>

### MATERIALS/UNIT COST ITEMS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
CABLE EXCHANGE ANAW 25 PAI	20	0.6619424	\$13.24
CLOSURE XAGA 1650-A	2	34.9117552	\$69.82
CONNECTOR MODULE CLEAR 4005DPM	1	42.4556160	\$42.46
ENCAPSULANT 750	1	7.6237504	\$7.62
PROPANE GAS 1 LB CYLINDER	1	3.7205728	\$3.72
TAPE VINYL ALL WTHR 3/4 X 36FT	2	0.5934656	\$1.19
TIE CABLE 27.5 IN	1	0.2168432	\$0.22
CUSTOMER TROUBLE TICKET NCSC	1	6.9700000	\$6.97
CUSTOMER TROUBLE TICKET NDC	1	6.9800000	\$6.98
<b>Materials/Unit Cost Items Sub-Total</b>			<b>\$152.22</b>

### CONTRACTOR

CONTRACTOR NAME	AMOUNT	
H AND H UTILITY EXCAVATING, IN	\$3,500.00	
<b>Contractor Sub-Total</b>		<b>\$3,500.00</b>

**Total Demand and Claim for Damages \$4,418.19**





**TOTAL AMOUNT OF DEMAND AND CLAIM FOR DAMAGES: \$4,418.19**

**Return this page with Payment.**

**Payment enclosed: \$\_\_\_\_\_ (Please write Claim # on check or money order.)**

**For Payment by credit card, please call 800-894-0374 to make payment by phone.**

**We do not accept cash.**

**Claim # AMER-25-201806-50-0182-SZB**

**Remit Payment for Demand and Claim for Damages to:**

AT&T  
PO BOX 5070  
CAROL STREAM IL 60197-5070





*Emailed to me  
from Doug P.  
11/7/2018  
8:32 AM*

October 31, 2018

WINNEBAGO, COUNTY OF  
415 JACKSON ST  
OSHKOSH, WI 54901

Re: Demand and Claim for Damages  
Claim Number: AMER-25-201806-50-0182-SZB  
Date of Damage: On or about June 28, 2018  
Location: 876 E BLACK WOLF AVE, OSHKOSH CITY, WI  
Amount of Damages: \$4,418.19

On October 12, 2018, we sent you the Demand and Claim for Damages (the "Demand") identified above. We demanded payment within 30 days. We are writing to remind you that we are approaching that deadline.

Please take notice that if we have not received payment by the deadline, we intend to initiate appropriate action to recover the amount of the Demand, together with all additional damages, costs, interest and attorneys' fees authorized by law.

We renew our request that if you have general liability insurance, please submit this Demand to your carrier immediately, and provide us with your carrier's name, address, phone number, and the policy number.

Please mail your payment to the following address:

AT&T  
PO BOX 5070  
Carol Stream, IL 60197-5070

If you believe this Demand has been sent to you in error, please contact us at 800-894-0374 or by email at [RMSCEN@att.com](mailto:RMSCEN@att.com). If payment for this Demand has already been submitted, please disregard this notice.

Sincerely,

AT&T Risk Management

