



SCHOOL DISTRICT OF MILTON
Milton, Wisconsin

BOARD OF EDUCATION MEETING AGENDA

Monday, February 27, 2017

District Office Professional Development Center – 6:30 PM

- I. Approval of Agenda
- II. Approval of Minutes
- III. Approval of Vouchers
- IV. Public Comment
- V. Student Council Report
- VI. Legislative Issues
- VII. Referendum Update
- VIII. Finance Committee Report – Bob Cullen
 - A. Discussion and Possible Approval of the Donation of the Right to Occupancy and Use of the Premises at 450 S. John Paul Road, Milton and a Related Right to Use Agreement
 - B. Discussion and Possible Approval of Amendment #2 to the Instructional and Facility Needs Study
 - C. Discussion and Possible Approval of 5-Year Capital Maintenance and Improvement Plan and Vehicle/Equipment Replacement Plan
 - D. Update on 2016-17 Shovel-Ready Project List
- IX. Discussion and Possible Approval of 2016-17 Open Enrollment Alternative Applications
- X. Miscellaneous
 - A. Staffing
 - B. Gifts and Donations
 - C. Meeting Dates

This meeting notice may be supplemented in order to comply with Wisconsin's open meetings law. If this notice is supplemented, the final notice will be posted and provided to the media no later than 24 hours prior to this meeting or no later than 2 hours prior to the meeting, in the event of an emergency.

SCHOOL DISTRICT OF MILTON
Milton, Wisconsin

BOARD OF EDUCATION MEETING MINUTES
Monday, February 13, 2017
District Office

Board President, Jon Cruzan, called the meeting to order at 6:35 p.m. Board members present: Bob Cullen, Betsy Lubke, Don Vruwink, Karen Hall and Shelly Crull-Hanke. Absent: Tom Westrick. Student representatives present: Marci Mitchell-Hallett and Sean Harvatine.

I. Approval of Agenda

A motion was made by Betsy Lubke and seconded by Don Vruwink to approve the agenda, tabling item VIII. New Student Online Enrollment. Motion carried.

II. Approval of Minutes

A motion was made by Betsy Lubke and seconded by Karen Hall to approve the minutes for the regular meeting held on January 23, 2017 as presented. Motion carried.

III. Approval of Vouchers

A motion was made by Bob Cullen and seconded by Don Vruwink to approve the Bank of Milton vouchers totaling \$1,051,541.10 representing Funds 10, 20, 50, 80, and 90. Voids \$1,000. Motion carried.

IV. Public Comment

V. Student Council Report

VI. Building/Department Announcements

VII. Referendum Update

~~VIII. New Student Online Enrollment – Ed Snow – Tabled~~

IX. Human Resources Committee Report – Betsy Lubke

- A. Payroll Survey
- B. Update on Employee Handbooks
- C. Update on Teacher Matrices
- D. Update on Retiree Letters/Removal of Long-Term Care Benefit
- E. Update on Employee Assistance Program (EAP)
- F. Update on Wellness Program

X. Curriculum Committee Report – Bob Cullen

- A. 2016-2017 Mid-Year Curriculum Update
- B. Discussion of Comprehensive Plan to Address UW Remedial Report

XI. Discussion and Possible Approval of High School Extended Travel Request

A motion was made by Bob Cullen and seconded by Shelly Crull-Hanke to approve the high school extended travel request as presented. Motion carried.

BOARD OF EDUCATION MEETING MINUTES

Monday, February 13, 2017

Page 2

XII. Discussion and Possible Approval of 2017-18 School Year Calendar

A motion was made by Karen Hall and seconded by Bob Cullen to approve the 2017-18 school year calendar as presented. Motion carried.

XIII. Second Friday in January Pupil Count

XIV. Discussion and Possible Approval of 2016-17 Open Enrollment Alternative Applications

A motion was made by Don Vruwink and seconded by Karen Hall to approve the 2016-17 open enrollment alternative applications as presented. Motion carried.

XV. Miscellaneous

A. Staffing

A motion was made by Betsy Lubke and seconded by Don Vruwink to approve the staffing report as presented; including a contract/letter of employment for Kimberly Sears; and the resignation of Kristin Klatt. Motion carried.

B. Gifts & Donations

A motion was made by Bob Cullen and seconded by Betsy Lubke to accept the following gifts and donations with gratitude:

Milton East Parents' Group	\$1,155.00	Kindergarten Field Trips
Milton East Parents' Group	\$749.00	2 nd Grade Field Trip
North Lima Presbyterian Church	\$150.00	Milton West 3 rd Grade – Classroom Materials
James & Jackie Naughton	\$100.00	MHS Forensics
Jim's Carts & Parts, LLC	\$100.00	MHS Forensics
Block Diesel	\$500.00	MHS Supermileage Team
Milton Marlins Swim Club	\$2,930.00	MHS Pool – Swim Pace Clocks
Jack Fish Memorial Fund	<u>\$505.00</u>	MHS Athletics Programs
	TOTAL	\$6,189.00

Motion carried.

BOARD OF EDUCATION MEETING MINUTES

Monday, February 13, 2017

Page 3

C. Meeting Dates

Feb. 22, 2017	Finance Committee Meeting	10:00 a.m.	District Office
Feb. 27, 2017	School Board Meeting	6:30 p.m.	District Office-PDC
Mar. 3, 2017	Human Resources Committee Meeting	1:00 p.m.	District Office
Mar. 13, 2017	School Board Meeting	6:30 p.m.	District Office-PDC

D. Motion to go Into Executive Session 19.85 (1) (c)

A motion was made by Betsy Lubke and seconded by Karen Hall to go into executive session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. [District Administrator Annual Performance Review] Polled vote: Betsy Lubke (yes), Don Vruwink (yes), Shelly Crull-Hanke (yes), Bob Cullen (yes), Karen Hall (yes), and Jon Cruzan (yes). Motion carried.

A motion was made by Bob Cullen and seconded by Don Vruwink to adjourn the meeting at 9:45 p.m. Motion carried. Meeting adjourned.

Minutes approved February 27, 2017

Jon Cruzan
Board President



Milton High School

114 West High Street • Milton, Wisconsin • 53563 • (608) 868-9300

MEMORANDUM

TO: Tim Schigur, District Administrator
Mary Ellen Van Valin, Director of Business Services
Finance Committee
Board of Education

FROM: Brian Hammil, Activities Director

DATE: February 22, 2017

RE: **Potential Use of Varsity Lanes Building**

Having the use of the Varsity Lanes building would give us some very valuable indoor practice space. The weather often forces our teams indoors during the spring and fall seasons. Because we don't have spaces to utilize for all of these teams, we often cancel practices (especially for our freshmen and junior varsity teams). This really puts our teams behind when it comes to competing, as well as the opportunity to experience a quality season compared to students at other schools. One other thing to keep in mind is that we cannot use Gym I, our main competition gym, for baseball or softball due to the wood floor. Gym I is also far too small to accommodate our track team of 125 student athletes. Furthermore, we don't have holes for tennis standards in Gym I like we do in Gym II. We do use Gym I for some soccer training, but that space is pretty small and the wood court is too fast for realistic soccer practice.

Here are some of the ways we would be able to utilize the Varsity Lanes building:

Spring

Baseball practice – infield and batting /3 teams totaling approx. 55-60 players.

Softball practice – infield and batting /3 teams totaling approx. 35-40 players.

Girls' soccer practice – small field drills/1 or 2 teams totaling approx. 30 players.

Boys' golf practice – hitting into the batting cage nets. This would be the first time we would be able to do this because we would have turf in the cages to hit off of.

Getting these teams inside another location will: open up our two gyms for track to divide their large numbers; get tennis inside Gym II instead of renting courts in Janesville for varsity only; and allow soccer to get into Gym II some days. This would give us a chance to allow all levels to get practices in.



J. Jeremiah Bilhorn
Principal

Dr. Randy J. Bartels
Associate Principal
Teaching and Learning

Tara K. Huber
Associate Principal
Student Services

Brian C. Hammil
Activities Director



Fall

Football practice - We would be able to get one of our three teams in there at one time. By designating practice times, we could get two teams 1½ hour practices, while the other team could practice after volleyball in Gym II.

Boys' soccer practice – small field drills/3 teams totaling approx. 40-45 players.

Girls' golf practice – hitting into the batting cages.

Poms practice – this would be a great space for poms to practice vs the cafeteria.

We have been fortunate that volleyball has put all of their teams in Gym I to practice on rainy days so football or cross country or tennis are able to use Gym II.

Winter

If available during the winter, we could use this space for our baseball/softball programs open gyms. They have a difficult time getting space now due to the heavy use of our gyms by the community and winter teams. We could also get our poms and cheer squads in there for better practice space. This would also be a great space for our boys' hockey team for dryland practices so we don't need to pay for additional ice time. This saves us money and allows the hockey team to be done early one night a week.

MRec – Summer Usage

MRec could use this facility for their evaluations, as well as for their many teams to hold practice. I could see this as a very busy facility once it is opened up to MRec players and teams. I also can envision this facility being used to run many athletic clinics for our youth and for fundraising clinics.

Summary

I believe there are many additional uses for the Varsity Lanes building in the long run. However, for the next 6-8 months, our students and community will benefit greatly just by having a space to get indoors for practice, which will hopefully open up some space in Gym II at the high school. I only wish this building were bigger – but getting any additional indoor space will be a great benefit.

A recommended motion would be “to approve the donation of right to occupancy and use of the premises at 450 S. John Paul Road, Milton and a related right to use agreement as presented.”

RIGHT TO USE AGREEMENT

THIS AGREEMENT made this ____ day of February, 2017, between BACKYARD PROPERTIES OF ROCK COUNTY, LLC, of Janesville, Wisconsin, (Owner), and THE SCHOOL DISTRICT OF MILTON, located in Milton, Wisconsin, (User),

WITNESSETH

WHEREAS, Owner owns a commercial building located at 450 S. John Paul Road, Milton, Wisconsin, which improvements are located on the above described property.

WHEREAS, Owner wishes to donate the right of use of the premises to User, free of any requirement for payment of rent, subject to the terms and conditions set forth herein.

WHEREAS, User plans to use the premises for School related activities.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to be derived therefrom, it is agreed as follows:

ARTICLE I
DEMISE AND DESCRIPTION OF PREMISES

Owner hereby agrees to allow the User to use and User hereby accepts the gift of use from the Owner the demised premises, including all easements, rights, improvements and appurtenances in connection therewith and being more particularly described as follows:

That building located at 450 S. John Paul Road, Milton, WI

ARTICLE II
TERM

The term of the use of the premises shall be for a term commencing on date hereof and expiring on the earlier of: (a) December 31, 2017; or (b) 60 days after the Milton School referendum to be held in the calendar year of 2017.

ARTICLE III
RENTAL; EXPENSES OF OCCUPANCY

- (a) Basic Rent. Owner shall donate to the User any and all fixed annual rental for the term of this Agreement. Owner agrees to waive any and all payments for use.

- (b) User shall pay the following expenses of use and occupancy accruing during the term of this Agreement: the real estate taxes on the property, the personal property taxes on the property, insurance, utilities including but not limited to gas, electric, water and sewer, general maintenance, lawn care and all snow removal, and all occupancy expenses as said bills become due during the term of this Agreement. In addition, the User agrees, it shall pay for all structural, mechanical, electrical, plumbing, HVAC, roof and any and all maintenance issues on the property during the term of this Agreement as the foregoing may be required to enable its intended use of the demised premises.

ARTICLE IV
OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the demised premises, User shall be deemed to acknowledge that the demised premises are in good order and repair. The property is transferred to the User in an "AS IS" condition.

ARTICLE V
USE OF PREMISES

- (a) Purposes. User shall use the demised premises for the purpose of conducting thereon and therefrom a Milton School facility, and no part of the demised premises shall be used for any other purpose without the prior written consent of the Landlord.
- (b) Maintenance of Premises. User shall at all times maintain the demised premises in a clean, neat, an orderly condition.
- (c) Public Relations. In the conduct of its business in and about the demised premises, User shall observe and comply with all laws, ordinances, and regulations of public authorities.
- (d) User shall not use the demised premises or any part thereof or permit any part of the demised premises to be used, or permit any act whatsoever to be done on the premises, in a manner which will violate or make void or inoperative any policy of insurance held by User.

ARTICLE VI
REPAIRS AND MAINTENANCE

The Owner shall have no obligation after User has taken possession of the demised premises to make any alterations, improvements or repairs of any kind on or about said demised premises or the building or buildings thereon or of which they are a part, or the equipment, fixtures, plumbing, appliances or machinery in, upon or serving same, or the street, alleys, areas,

area-ways or passages adjoining or appurtenant thereto. The User covenants and agrees at its own expense to perform the following list, although this is not an exhaustive list, through the term:

(a) To maintain and keep every part of demised premises, fixtures and appurtenances situated therein in good and substantial order and repair.

(b) To comply with all laws and orders of municipal, state and other governmental authorities pertaining to the demised premises or the use of the demised premises;

(c) To keep the interior of the demised premises and all exterior glass properly decorated, clean and in good order, condition, and repair at its own expense. User's obligation shall include replacement of all broken glass and all maintenance and repairs.

(d) To promptly remove all snow and ice from the roof if any accumulation there should endanger the safety or water tightness of the building. User shall not permit or allow the premises to be damaged or to depreciate in value by any act of negligence of its employees. If damages or destruction to these premises result from any acts of the User or its employees, User shall at its expense repair and replace said premises to their original state before damage or destruction occurred.

(e) To pay for any and all lawn care and landscaping needed to keep the facility in a professional appearance. To pay for all snow and ice removal from the parking lots, sidewalks and all other areas of the property as necessary.

ARTICLE VII TAXES, ASSESSMENTS AND OCCUPANCY EXPENSES

User shall pay all real estate taxes and assessments accruing upon the demised premises during the term of this Use Agreement. User shall further pay all structural expenses, HVAC, electrical and/or plumbing repairs, which shall include both monthly expenses, but also maintenance costs, which may arise during the term of this Agreement. User shall pay all personal property taxes and special assessments relating to User's property and improvements which shall accrue during the term of this Agreement. User is expressly responsible to pay all occupancy expenses and repairs for the buildings and premises to obtain such occupancy permits.

ARTICLE VIII INSURANCE

User covenants and agrees at its own expense throughout the term to keep fire and casualty insurance containing a provision for the payment to the Owner for the value of the premises (in an amount acceptable to Owner), in the event of fire or damage. Owner shall be named as an additional insured, and such Certificate of Insurance evidencing insurance shall be

provided to the Owner prior to occupancy, and shall remain in full force and effect at all times under the terms of this Agreement. In the event insurance is at any time terminated, the terms and conditions of this Agreement shall become immediately null and void and the Owner shall be entitled to immediate possession of the premises upon such notification. User agrees it shall keep the demised premises and its contents and operations insured against loss on account of public liability in the amount of One Million Dollars (\$1,000,000.00) for damages to property, and Two Million Dollars (\$2,000,000.00) for injury to one person, and not less than Two Million Dollars (\$2,000,000.00) for injuries to more than one person in or about the demised premises. All such insurance policies shall be written in the names of and covering both Owner and User, and shall be written with reputable insurance companies licensed or authorized to do business in the state in which the demised premises are located. User shall furnish to the Owner certificates of insurance by such carriers evidencing the required coverage and the agreement of the carrier to give the Owner ten (10) days prior written notice of any policy cancellation or termination.

ARTICLE IX ALTERATIONS AND ADDITIONS

User shall have the right from time to time during the term at its own expense to install in the demised premises such additional fixtures, equipment, furnishings and other personal property as it may deem fit, and to remove, change and exchange the same, such fixtures, equipment, furnishings, personal property and additions to remain User's property.

User shall be allowed to install exterior lighting. Any improvements permanently attached to the ground or installed to the premises shall be left by the User at the termination of this Agreement.

User shall have the right at its own expense throughout the term to make such alterations, improvements or changes, including removal or addition of partition walls, in the demised premises as may be proper or necessary for the conduct of its business and for full and beneficial use of the demised premises; provided, however, that no structural changes or alterations shall be made without the written consent of Owner first had and obtained, which shall not be unreasonably withheld or unreasonably delayed. No changes, additions or alterations shall be made to the exterior of the demised premises without the written consent of the Owner, which consent shall not be unreasonably withheld.

ARTICLE X REMOVAL OF FIXTURES

User shall have the right at any time to remove from the demised premises any furniture, fixtures, equipment and furnishings owned by them and situated in, on or about the demised premises, which removal may be accomplished at any time prior to or at the expiration of the term, or within the period of forty-five (45) days after any earlier termination of this Agreement. User shall repair all significant damage caused by the removal of such property.

ARTICLE XI
SIGNS

User may, at its sole expense and discretion, maintain a sign on the front of the principal building on the demised premises if User so desires at its sole expense. Any sign of User shall be installed so as to cause no damage to the building and the manner of the installation of such substitute sign shall be only with the written consent of Owner, which consent shall not be unreasonably withheld.

ARTICLE XII
UTILITIES

User shall pay all charges for water, gas, heat, electricity, power, telephone service, cable and internet, and other similar charges incurred by User with respect to and during its occupancy of the demised premises.

ARTICLE XIII
DAMAGE OR DESTRUCTION

In the event that the building and improvements upon the premises shall be damaged by fire, windstorm, or other casualties and not rendered untenable, User shall, as far as practicable from available insurance proceeds, forthwith reinstate the property in its present condition. If the damage shall be so extensive as to render the premises untenable, the monthly installments of cash rent required to be paid hereunder shall then be abated during the time that the premises are untenable. In the event of the destruction of 50 percent or more of the premises by fire or other casualty, this Agreement shall, at the option of the Owner, cease and come to an end. If Owner does not wish this Agreement to cease and terminate by reason of the premises being so destroyed by fire or other casualty and it shall within thirty (30) days from the date that said total destruction occurs serve written notice upon User by certified mail that they desire to have the premises restored to the state in which they were in when 50 percent or more were destroyed by fire or other casualty and upon giving such notice to User this Agreement shall continue in full force and effect and Owner shall have the right to all insurance proceeds and shall proceed to restore the premises to the state in which they were at the time of destruction, it being understood that during such reconstruction period the cash rental payments required by this Agreement shall be abated. If said written notice is not given to User within the period hereinbefore provided and in the manner stated, then at the expiration of thirty (30) days from the date of the total destruction of the premises, this Agreement shall cease and come to an end. The premises shall not be regarded as untenable if User are able to carry on and transact its business upon the premises immediately following the destruction or damage by fire or other casualty and during the period that repairs and replacements are being made. Under the foregoing provisions, Owner shall be the sole judge of whether or not these premises are untenable and whether or not it is able to carry on and transact its business. However, Owner shall not act arbitrarily in exercising this discretion and the physical facts regarding the matter shall at that time prevail. In the event of partial destruction of said premises and User elects to

continue business operations during repairs, payments due shall abate only in proportion to that portion of premises which is untenable.

ARTICLE XIV DEFAULT

The User hereby agrees that if the User defaults in any payments or the prompt and full performance of any other provision of this Agreement, and such default continues for thirty (30) days after Owner's notice thereof to User, Owner may, if Owner so elects, but not otherwise, forthwith terminate this Agreement, and User's rights to possession of the premises, one or both. If the interest of User be levied upon, under execution, or be attached by process of law, or if the User shall be declared bankrupt, or if the User shall have a receiver appointed over its property, or if the User abandons the premises, then and in any such event, Owner may, if Owner so elects, but not otherwise, and with or without notice of such election, and with or without demand whatsoever, forthwith terminate this Agreement, and User's rights to possession, one or both.

Upon such termination, it shall be lawful for Owner or his representative to re-enter the demised premises either with or without process of law, and to expel and put out the User or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the demised premises, with the same effect as if the term hereof had expired; provided however, that if the Owner terminates this Agreement on account of default of the User or occurrence of any other event provided as ground of termination in this Article, neither such termination nor re-entry by unlawful detainer proceedings, or otherwise, shall operate to discharge or relieve the User of its liability to pay the rent and perform and observe all other obligations of the User during the balance of the term for which the Agreement would have continued had it not been so terminated, but Owner shall use his best efforts to relet the demised premises for the account of the User, or otherwise to mitigate User's liabilities hereunder.

ARTICLE XV RIGHT TO MAKE PAYMENTS

Except as other provisions may herein specifically be made, in the event that either User or Owner as the obligated party, after thirty (30) days written notice from the other party, fails or refuses to make any of the payments when due as required of such obligor by this Agreement, or to do or cause to be done promptly any and all of the acts or things in this Agreement provided to be done by such obligor, then the other party shall have the right (but shall be under no obligation to the obligor to do so) to advance any and all sums of money or to do or cause to be done any and all acts and things necessary or proper to be done or performed by the obligor, and in such event the obligor covenants and agrees forthwith upon demand to repay to such other party any and all sums so advanced or expended to do or cause to be done any and all such acts and things.

In the event that the obligor fails within ten (10) days after written demand by the other party to repay (or, if applicable, to allow a deduction from rental) any sum advanced by the other

party pursuant to the foregoing provisions, there shall be added to the sum to be repaid interest thereon from the date of demand to the date of repayment at the rate of 18 percent per annum.

The User may (but shall not be obligated to) from time to time make such payments on account of mortgages or deeds of trust or other encumbrances on or liens against the Owner's estate as may be necessary in the User's judgment for the protection of the User's estate. The User in making such payments shall be subrogated as against the Owner to the rights of the parties to whom such payments are made, and if the Owner shall after notice fail to repay any amounts so paid, the User shall also have the right to deduct the amount so paid, with legal interest thereon, until fully reimbursed.

ARTICLE XVI LIENS

During the term of this Agreement, each party agrees to hold the other party free and harmless from any and all liens that might attach to the demised premises on account of labor performed or for materials furnished to the demised premises at the instance of the party first mentioned, and agrees to pay or discharge any such liens within thirty (30) days except any liens, the validity of which are being contested diligently by appropriate legal proceedings.

ARTICLE XVII ASSIGNMENT AND SUBLETTING

The User may, if the Owner approves, and such approval shall not be unreasonably withheld, sublet all or any portion of the demised premises or assign its interests under this Agreement, but no such sublease or assignment shall relieve the User of primary liability for the User's obligations hereunder. Any such assignment must, in advance, be submitted to Owner for their approval, and must be consented to in writing by the Owner

ARTICLE XVIII INDEMNIFICATION AND HOLD HARMLESS

The User understands there may be issues with the use of this site as an athletic facility and have concerns for injuries which may occur on or with in the premises. The User understands the Owner's concern with this type of activity being borne on this property, and in order to induce the Owner to enter this Agreement, the User agrees and understands they are required, to the extent permitted by law, to Indemnify the Owner and Hold them Harmless in the event of any issues relating to the use and any and all injuries which may occur on or in the premises, and any issues which result in damage the following list, including but not limited to users, students, guests, invitees, spectators, or any other parties who may be on or in the premises. As part of this Indemnification and Hold Harmless Agreement, the User understands that in the event the Owner is required to respond to any action or lawsuit as covered under this provision, the Owner shall be entitled to retain their own Attorneys to act in furtherance of the Owner's position, and

the Owner shall, to the extent permitted by law, be entitled to reimbursement for actual attorney fees and costs expended in responding to or defending any such action. Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitation of Section 893.80, Wisconsin Statutes) available under the law which User is entitled to raise, nor shall the purchase of insurance by User constitute a waiver of any such defenses and immunities.

ARTICLE XIX
ATTORNEY FEES

In any successful action or proceedings by either of the parties to this Agreement against the other to enforce the provisions of this Agreement or any exhibits attached hereto or construction or other contracts relating hereto, or to recover payment of any claim under or to recover damages for the breach of any provision of any of the foregoing, the successful party shall be entitled to recover from the other party all costs and expenses in any such action, including a reasonable attorney's fee to be fixed by the court in such action or proceeding.

ARTICLE XX
HOLDING OVER

If User holds over and retains possession of the demised premises or any part thereof after termination of the term by lapse of time or otherwise, such holding over shall not constitute a renewal of this Agreement from year to year or for any other period, except from month to month, and the User shall pay a monthly fee double the monthly rent which could have been charges for herein, and such damages as the Owner may have suffered as a result of such holding over, including, but not limited to, the loss of rental opportunity.

ARTICLE XXI
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XXII
MEMORANDUM OF AGREEMENT

In the event either party hereto desires to record a memorandum of this Agreement, the party so desiring shall prepare the same and submit the same to the other party for approval and execution, which approval and execution shall not be unreasonably withheld.

ARTICLE XXIII
GOVERNMENTAL INTERFERENCE WITH POSSESSION

User shall not be released from its obligation hereunder should its possession of the demised premises be interfaced with or affected by reason of the passage or adoption of any law, ordinance, resolution, regulation, or act of any legal or governmental authority, or any order of abatement or injunction or judgment preventing the use of the demised premises made on the ground that the demised premises or the business operated therefrom constitutes a nuisance, exclusive of any parking regulations.

ARTICLE XXIV
QUIET ENJOYMENT

Owner hereby covenants and warrants that, subject to any mortgages now of record or hereafter placed on record, they are the owners of the demised premises, and that User, on payment under the terms herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the demised premises during the term hereof without any interruption or disturbance.

ARTICLE XXV
WAIVER OF BREACH

No waiver of any breach or breaches of any provision of this Agreement shall be construed to be a waiver of any proceedings or succeeding breach of such provision or of any other provision hereof.

ARTICLE XXVI
AMENDMENTS TO BE IN WRITING

This Agreement may be modified or amended only by a writing duly authorized and executed by both Owner and User. It may not be amended or modified by oral agreements or understandings.

ARTICLE XXVII
BUILDING AND STRUCTURAL COMPONENTS

Notwithstanding any foregoing provision in this Agreement to the contrary, it is expressly covenanted and agreed that User shall be solely responsible for the structure and the structural components of the building on the premises which is the subject of this Agreement, and User shall, at his own expense, shall maintain such structure and structural components of said building in a safe and sound condition during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at 508 Campus Street, Ste 101, Milton, Wisconsin, on the day and year first written above.

OWNER:
Backyard Properties of Rock
County, LLC

USER:
Milton School District

By: Kevin Hendricks

Its: Member

By: _____

Its: _____

STATE OF WISCONSIN)

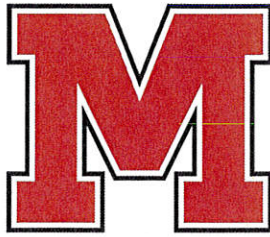
) ss.

COUNTY OF ROCK)

Personally came before me this _____ day of February, 2017, the above-named _____ and individually, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Member: State Bar of Wisconsin
My Commission is Permanent.

F:\DOCS\WD\90133\1\A2700336.DOCX



School District of Milton

*Opportunity · Achievement
Community*

Timothy J. Schigur
District Administrator

Mary Ellen Van Valin
Director of Business Services

Susan L. Probst
Director of Student Services

Heather N. Slosarek
Director of Curriculum & Instruction

MEMORANDUM

TO: Finance Committee
Board of Education

FROM: Tim Schigur, District Administrator

RE: Amendment #2 to the Instructional and Facility Needs Study

DATE: February 22, 2017

Plunkett Raysich Architects, LLP (PRA) has identified an additional scope of work for programming and preliminary schematic floor planning for a new high school. This involves meeting with high school staff and administration to determine a viable preliminary layout for a new high school. This will also provide information to the City of Milton in order to evaluate how existing infrastructure would support a proposed new high school located adjacent to the existing high school building.

Additional fees in the fixed amount of \$11,900 will be incurred to complete this work.

A recommended motion would be “to approve Amendment #2 to the Instructional and Facility Needs Study as presented.”



PRA Project No. 150084-01

08 February 2017

AMENDMENT 2

15.2 When signed by all parties, this document will act as an Amendment to our Owner / Architect Agreement for Architectural Services, dated 23 March 2015 titled School District of Milton District Wide Instructional & Facilities Needs Study. This Amendment is for Additional Services for programming and preliminary schematic floor planning for a new high school.

Add Article 6.2: Add Additional Services for Schematic floor planning for a new high school for a fixed fee of \$11,900.

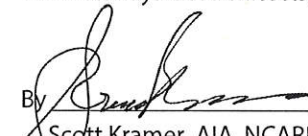
OWNER:

Company Name

By _____
Timothy Schigur
District Administrator

ARCHITECT:

Plunkett Raysich Architects, LLP

By 

Scott Kramer, AIA, NCARB
Partner

209 south water street milwaukee, wisconsin 53204 414 359 3060
2310 crossroads drive suite 2000 madison, wisconsin 53718 608 240 9900
205 north orange avenue suite 202 sarasota, florida 34236 941 444 8845

intelligent designs. inspired results. | www.prarch.com

Partners: Michael P. Brush, Martin P. Choren, Gregg R. Golden, Mark C. Herr, John J. Holz, Nicholas D. Kent,
Steven A. Kieckhafer, Scott A. Kramer, Jason W. Puestow, David J. Raysich, Michael H. Scherbel, Larry A. Schneider, Michael J. Sobczak





School District of Milton

*Opportunity · Achievement
Community*

Timothy J. Schigur
District Administrator

Mary Ellen Van Valin
Director of Business Services

Susan L. Probst
Director of Pupil Services

Heather N. Slosarek
Director of Curriculum & Instruction

MEMORANDUM

TO: Tim Schigur, District Administrator
Mary Ellen Van Valin, Director of Business Services
Finance Committee
Board of Education

FROM: Stephen Schantz, Building and Grounds Supervisor

DATE: February 22, 2017

RE: Recommendation on:
1. 5-Year Capital Maintenance and Improvement Plan
2. Vehicle/ Equipment Replacement Schedule

The enclosed proposal shows an updated outlook of District building maintenance and vehicle/equipment needs over the next five years. This outlook is reviewed and developed throughout the year by head custodians, building administration, and the Supervisor of Buildings and Grounds.

The potential projects for the remainder of 2016-17 and 2017-18 cover a wide range of district needs. There are several mechanical and infrastructure upgrades, safety and security upgrades, ADA compliance upgrades, and many other various upgrades; all while sticking with the districts roof replacement schedule and flooring replacement schedule.

The items listed in budget year 2016-17 include projects that are 'shovel-ready' and are able to be completed by the end of the fiscal year. These projects are able to be completed due to buildings not having summer school and/or with little to no impact on a typical school day. The recommended projects for the remainder of 2016-17 total \$371,801.

The items listed in budget year 2017-18 also include the highest priority needs throughout the District. The typical annual budget for the Capital Maintenance and Improvement Plan is \$450,000. With the successful passage of the operating referendum, the recommended budget for 2017-18 is \$1,228,069 (\$875,963 expensed to Fund 10/\$352,106 expensed to Fund 80). With the approval of these plans on February 22nd, it will allow the District to lock in the current pricing and be able to schedule the projects within the tight time frame given to complete them.

For the fiscal year 2017-18, the Schilberg Park Parking Lot and Traffic Flow Project is unique. It has been identified that inadequate parking and traffic flow around the park creates a significant safety hazard during busy community events. The lack of available parking space forces visitors to park their vehicles along both sides of High Street. Children and adults must exit their vehicles on this busy street and cross traffic to enter the park. This parking situation causes the chances of an accident to be significant. Pedestrian foot traffic causes other issues as well. In the existing parking lot, there are no designated pedestrian sidewalks or crosswalks that allow pedestrians to safely navigate their way through the lot and into the park. In an effort to address these safety concerns, potential site improvements have already been approved by the City of Milton Planning Commission (approved on July 5, 2016). Upon approval and completion of the Schilberg Park Parking Lot and Traffic Flow Project, the City of Milton will enact an ordinance to prohibit parking on High Street adjacent to Schilberg Park.

The District has sought and received guidance from DPI and our financial auditors regarding the proper placement of this expenditure. Due to heavy community use of the park, this proposed project would be expensed to Fun 80 (Community Services). The total cost for this project is \$352,106.

Also enclosed is the District's current Shovel-Ready Project List. This list of projects has been identified as 'needs' and we will try to complete them in the 2016-17 fiscal year with available funds. This list does not need Board approval.

Each year our district vehicles and equipment needs are assessed and budgeted for. The Vehicle/Equipment Replacement Plan covers the replacement of our vehicles, outdoor power equipment, and custodial cleaning equipment. This plan is evaluated and presented annually to replace equipment that has surpassed its useful life and/or no longer meets the needs of the District. The recommendation for 2017-18 is the replacement of the (2) riding floor scrubbers at the high school and a replacement carpet shampooer for Northside. All of these items have surpassed their useful lives and the new equipment would provide efficiencies for the summer cleaning process. The total budget for 2017-18 would be \$32,377.

Please review the attached documents and contact me via phone or e-mail with any questions you may have prior to Monday's meeting.

A recommended motion would be "to approve the 5-Year Capital Maintenance and Improvement Plan and the Vehicle/ Equipment Replacement Schedule, specifically the items/projects outlined for the remainder of the 2016-17 fiscal year and for the 2017-18 fiscal year, as presented."

Thank you for your consideration.

School District of Milton

5- Year Capital Maintenance and Improvement Plan

Updated - 02/21/17

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	No Time Frame	5 year total
101 East Elementary								
1 Parking Lot/Traffic Flow Project	615,175							
Includes Construction and Engineering								
2 Bathroom Renovations - Eastside		250,000						
and upgrade to secure entrances								
at East and West Elementary								
3 Misc. Exterior Repairs			3,630					
4 Replace Fire Alarm System			32,000					
5 Replace Concrete Entry			8,550					
6 Replace Gym Floor - Terraflex				33,347				
7 Replace Hot Water Heater & Pump				30,000				
8 Replace 4 Folding Classroom Partitions				40,000				
Replace w/ Solid Walls								
9 Add 2nd Boiler - Keep Existing					120,000			
10 Bathroom Renovations - Westside							300,000	
Yearly total:	615,175	250,000	44,180	103,347	120,000	0	300,000	1,132,702
102 West Elementary								
1 Replace Concrete at Doors 1,3,4 & 5	8,154							
2 DDC Controls - Entire Building		82,994						
3 Replace Library Window Overhangs		13,683						
4 Misc Exterior Repairs			8,000					
5 Replace Univents - Rooms 115, 117, 119			9,000					
7 Repave East Parking Lot				13,000				
8 Replace Gym Floor - Terraflex				33,251				
9 Replace Paging, Clock, & Bell System					70,000			
10 Remodel South Bathrooms							300,000	
11 Replace Exterior Windows							300,000	
12 Replace Boilers (2)						270,000		

<i>Yearly Total:</i>		8,154	96,677	17,000	46,251	70,000	270,000	600,000	1,108,082
103 Consolidated Elementary									
1	Misc. Exterior Repairs			2,750					
2	Replace Fire Alarm System			25,700					
3	Replace Railings - Code conforming ADA			13,000					
4	Main Bathroom Renovations - ADA				280,000				
5	Replace Exterior Concrete Entrys				12,000				
6	Add Lift to provide Access to Gym - ADA					150,000			
7	Boiler Replacement						103,000		
<i>Yearly Total:</i>		0	0	41,450	292,000	150,000	103,000	0	586,450
104 Harmony Elementary									
1	Add Walk Off Carpet Tile - Doors 8 & 9	3,931							
2	Replace Door Frames - Doors 8, 9, & 10	8,346							
3	Carpet Replacement - Front Office		0	3,200					
4	Misc. Exterior Repairs				21,000				
<i>Yearly Total:</i>		12,277	0	3,200	21,000	0	0	0	36,477
150 Northside Intermediate									
1	Carpet Replacement - 100 Wing	20,774							
2	Roof Replacement - 400 Wing & Gym								
	Includes - Labor, Materials, A/E Fees	253,049							
3	Replace Exterior Doors & Frames (3)			34,642					
4	Replace Back parking lot			80,000					
5	Misc. Exterior Repairs				150,000				
6	Replace Exterior Lighting					9,000			
7	Replace Fire Alarm System					65,000			
8	Upgrade Main Entrance - Secure Entry						120,000		
	Sequence								
<i>Yearly Total:</i>		273,823	0	114,642	150,000	74,000	120,000	0	732,465
200 Middle School									
1	Exterior Restoration/ Repairs	16,445							
2	Locker Painting - Lower Level	12,000							

3	Restore roof sections 2 & 3			41,000									
	Yearly Total:	100,325	0	41,000	0	0	0	0	0	0	0	0	141,325
980	Schilberg Park												
1	Replace Bathroom Partitions	7,875											
2	Parking Lot and Traffic Flow Improvements Includes Construction, Engineering, Crack Filling and Sealcoat existing lot		352,106										
3	Add Draintile to Baseball Diamond				50,000								
4	Batting Cage Nets and Posts					20,000					140,000		
5	Relamp Park & Stadium												
	Yearly Total:	7,875	352,106	0	50,000	20,000	140,000						429,981

TOTALS: 2016-17 2017-18 2018-19 2019-20 2020-21 2021-22 No Time Frame
1,428,679 1,228,069 996,297 1,072,098 1,049,000 794,000 2,678,696

Estimated 5 Year Total - 5,139,464 (2017-18 - 2021-22)

- 448,553 - BOE Approved Projects for 2016-17 (Approved Capital Maintenance Projects on 2/22/16) - Annual Budget -
- 615,175 - BOE Approved East Parking Lot and Traffic Flow Project (Approved on 5/23/16)
- 371,801 - Proposed Projects for the Remainder of 2016-17 Fiscal Year

1,228,069 - Proposed Projects for 2017-18

875,963 - Total Expensed to Fund 10

352,106 - Total Expensed to Fund 80

School District of Milton
Vehicle/Equipment Replacement Schedule
5-year Plan

2017-18

Replace (2) Rider Floor Scrubbers

Plan: Replace (2) of the riding floor scrubbers at the high school.
Currently the scrubbers are from 2005 and 2008

(2) REV 28" Riding Floor Scrubber -	\$ 32,678.00
Trade-in Value for Old Scrubbers-	-\$3,600.00
Pull Behind Carpet Extractor (Northside) -	\$3,299.00
 Total Budget for 2017-18 -	 \$32,377.00

2018-19

Replace 2006 Chevrolet Express Van and Carpet Extractor

Plan: Replace 2006 Chevrolet Express Van with a similar van
with a seating capacity of (8) or greater to be primarily used by
by MECAS.

Cost of a new Chevrolet Express-	\$25,173.00
Trade-in value for 2006 Chevrolet Express-	-\$2,000.00
 Total Budget for 2018-19 -	 \$23,173.00

2019-20

Replace 2009 Chevrolet Suburban

Plan: Trade-in 2009 Suburban and replace with a new Suburban

Cost of a new Suburban -	\$ 41,000.00
Trade-in value for 2009 Chevrolet Suburban-	\$ 2,000.00
 Total Budget for 2019-20-	 \$ 39,000.00

2020-21

Replace 2010 Chevrolet Suburban

Plan: Trade-in 2010 Suburban and replace with a new Suburban

Cost of a new Suburban -	\$ 42,000.00
Trade in value for 2010 Chevrolet Suburban-	\$ 2,000.00
 Total Budget for 2020-21 -	 \$40,000.00

2021-22

Replace 1999 Chevrolet Silverado Pick-up Truck

Plan: Replace 1999 Chevrolet Silverado with a new 4x4
pick-up truck

Cost for a new Chevrolet Silverado -	\$27,000.00
Trade-in value for 1999 Silverado-	<i>\$500.00</i>
Total Budget for 2021-22 -	\$26,500.00

* All Trade in values listed past the item up for upcoming fiscal year approval are estimates. Exact values will be obtained when that specific vehicle or piece of equipment is due for replacement.

* Estimated trade in values are also listed in italics.

2016-17 Vehicle Inventory - Mileage

	<u>2016 Mileage</u>	<u>Current Mileage</u>
2016 Chevrolet Silverado 1500		3,038
2015 Chevrolet Silverado 2500HD	6,500	13,998
2014 Chevrolet Suburban	26,500	40,121
2013 Chevrolet Silverado 2500HD	36,500	42,257
2010 Chevrolet Suburban	77,500	90,852
2009 Chevrolet Suburban	78,207	88,328
2006 Chevrolet Express Van (MECAS)	63,750	66,884
2005 Chevrolet Express Van (Food Service)	48,500	53,900
1999 Chevrolet Silverado (Schilberg Park)	88,000	90,079

Staffing Updates for February 27, 2017

1. Contracts/Letters of Employment:

- Collins, Andrew B. – Business Education & Math Teacher – HS & MS(1 year contract)
 - *Replacing Brittany Morgan*
- Wallace, Amber L. – 3rd Grade Teacher – East (1 year contract)
 - *Replacing Sandra Keeser*
- Kotthaus, Erin B. – District Nurse – District Wide
 - *Replacing Teresa Baker*

2. Resignations:

- Kieliszewski, Jessica. – Nutrition Team Employee – High School
 - *Effective – March 3, 2017*

3. Retirement Notices:

-

4. Vacancies Posted, Not Yet Filled:

- Computer Science and Mathematics Teacher – High School
- Physical Ed, Adaptive Physical Ed and Health Teacher – High School
- Educational Sign Language Interpreter – High School
- Nutrition Team Employee – High School
- Substitute Nutrition Team Employees – District Wide
- Substitute Teachers – District Wide
- Substitute Aides – District Wide

5. Leave of Absence:

-
-

SCHOOL DISTRICT OF MILTON
Milton, Wisconsin

2016-2017 SCHOOL YEAR

GIFTS & DONATIONS FOR BOARD APPROVAL/ACCEPTANCE
Monday, February 27, 2017

<u>From</u>	<u>Amount</u>	<u>For</u>
P.A.W.S.	\$1,500.00	Kindergarten Field Trips
Friends of Northside	\$472.01	P.E. Equipment
Jack Fish Memorial Fund	<u>\$2,545.00</u>	MHS Athletics Programs
TOTAL	\$4,517.01	
