



**SCHOOL DISTRICT OF MILTON**  
Milton, Wisconsin

**BOARD OF EDUCATION MEETING AGENDA**

**Monday, February 26, 2018**

**District Office Professional Development Center – 6:30 PM**

- I. Approval of Agenda
- II. Pledge of Allegiance
- III. Approval of Minutes
- IV. Approval of Vouchers
- V. Public Comment
- VI. Student Council Report
- VII. Legislative Issues
- VIII. Red Hawk Recognition
- IX. Human Resources Committee Report – Betsy Lubke
  - A. Update on Teacher Handbook
  - B. Update on Teacher Compensation Language and Communication Schedule
- X. Finance Committee Report – Tom Westrick
  - A. Discussion and Possible Action on 5-Year Capital Maintenance and Improvement Plan and Vehicle/Equipment Replacement Schedule
- XI. Discussion and Possible Action on Athletic Co-op Programs
  - A. Gymnastics with Edgerton
  - B. Girls' Hockey with Beloit Memorial
  - C. Boys' Hockey with Fort Atkinson
- XII. Discussion and Possible Action on Option, Stating Terms for the Purchase of the Premises at 450 S. John Paul Road in Milton, Wisconsin
- XIII. Discussion and Possible Action to Call a Special School District Meeting of Electors to Authorize the Purchase of the Premises at 450 S. John Paul Road in Milton, Wisconsin
- XIV. Drawing of Lots for Ballot Order – Spring Election 4/3/18
- XV. Discussion and Possible Action on 2017-18 Open Enrollment Alternative Applications
- XVI. Miscellaneous
  - A. Staffing - Professional and Support Staff Hires, Resignations and Retirements
  - B. Gifts and Donations
  - C. Meeting Dates– Upcoming Board and Committee Meetings

(Cont.)

- D. Motion to go Into Executive Session Pursuant to Wis. Stat. §19.85 (1) (c) and (e)  
Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. [Administration Team Discussion, Support Staff Compensation, Summer School Teacher Compensation, Discussion Regarding Facilities Needs Process]
- E. Motion to Reconvene in Open Session

XVII. Possible Action on Support Staff Compensation and Summer School Teacher Compensation

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 12, 2018

District Office

Board President, Bob Cullen, called the meeting to order at 6:34 p.m. Board members present: Tom Westrick, Betsy Lubke, Shelly Crull-Hanke, Don Vruwink, Brian Kvapil and Karen Hall. Absent: None. Student representative present: Sean Harvatine.

**I. Approval of Agenda**

A motion was made by Betsy Lubke and seconded by Karen Hall to approve the agenda as presented. Motion carried.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

A motion was made by Don Vruwink and seconded by Tom Westrick to approve the minutes for the regular meeting held on January 22, 2018 as presented. Motion carried.

**IV. Approval of Vouchers**

A motion was made by Betsy Lubke and seconded by Karen Hall to approve Bank of Milton vouchers totaling \$1,026,115.72 representing Funds 10, 20, 50, 80, and 90. Voids totaling \$5,808.75. Motion carried.

**V. Public Comment**

**VI. Student Council Report**

**VII. Update on Athletic Facilities – Brian Hammil**

**VIII. Discussion on Next Steps for Facilities Needs Process**

**IX. Discussion and Possible Action on Milton High School Extended Travel Requests**

A motion was made by Tom Westrick and seconded by Betsy Lubke to approve the Milton High School extended travel requests as presented. Motion carried.

**X. Discussion and Possible Action on Amendment to Unusually Hazardous Transportation Plan**

A motion was made by Karen Hall and seconded by Don Vruwink to approve the proposed amendment to the District's Unusually Hazardous Transportation Plan. Motion carried.

**XI. Discussion and Possible Action on 66:0301 Agreement with Wisconsin School Nutrition Purchasing Cooperative (WiSNPC) – Sheila Price**

A motion was made by Betsy Lubke and seconded by Tom Westrick to approve the Wisconsin School Nutrition Purchasing Cooperative (WiSNPC) resolution and agreement as presented. Motion carried.

BOARD OF EDUCATION MEETING MINUTES

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XII. Discussion and Possible Action on 2018-19 School Year Calendar

A motion was made by Don Vruwink and seconded by Tom Westrick to approve the 2018-19 school year calendar are presented. Motion carried.

XIII. Discussion and Possible Action on 2017-18 Open Enrollment Alternative Applications

A motion was made by Karen Hall and seconded by Shelly Crull-Hanke to approve the 2017-18 open enrollment alternative applications as presented. Motion carried with Brian Kvapil abstaining.

XIV. Miscellaneous

A. Staffing – Professional and Support Staff Hires, Resignations and Retirements

A motion was made by Tom Westrick and seconded by Betsy Lubke to approve the staffing report as presented, including the resignation of Anna Athmann. Motion carried.

B. Gifts and Donations

A motion was made by Tom Westrick and seconded by Don Vruwink to accept the following gifts and donations with gratitude:

Jerome & Dorothy Beier	\$1,000.00	Consolidated Elementary – Penni Selck Memorial
Milton East Parents' Group	<u>\$1,800.00</u>	3 <sup>rd</sup> Grade Field Trips/Bus
<b>TOTAL</b>	<b>\$2,800.00</b>	

Motion carried.

C. Meeting Dates – Upcoming Board and Committee Meetings

Feb. 16, 2018	Human Resources Committee Meeting	1:00 p.m.	District Office
Feb. 19, 2018	Finance Committee Meeting	5:00 p.m.	District Office
Feb. 19, 2018	Special School Board Meeting Executive Session	6:30 p.m.	District Office
Feb. 26, 2018	School Board Meeting	6:30 p.m.	District Office-PDC
March 5, 2018	BoardDocs Training	4:30 p.m.	District Office
March 12, 2018	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 Tom Westrick and seconded by Don Vruwink 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. [Administrative Contracts] Polled vote: Don Vruwink (yes), Brian Kvapil (yes), Tom Westrick (yes), Betsy Lubke (yes), Karen Hall (yes), Shelly Crull-Hanke (yes) and Bob Cullen (yes). Motion carried 7-0.

BOARD OF EDUCATION MEETING MINUTES

Monday, February 12, 2018

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EXECUTIVE SESSION

A motion was made by Betsy Lubke and seconded Karen Hall to adjourn the meeting at 9:32 p.m.  
Motion carried. Meeting adjourned.

Minutes approved February 26, 2018

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Bob Cullen  
President

## 2018 Good Citizen Award Winner, Sean Harvatine II

Sean Harvatine, a senior at Milton High School, is this year's Janesville Chapter of the Daughters of the American Revolution Good Citizen Award winner. Sean is recognized as a Good Citizen because he demonstrates the qualities of dependability, service, leadership, and patriotism in his home, school, and community. Sean received a scholarship award and was recognized at the Janesville Chapter Daughters of the American Revolution award ceremony on February 11, 2018. Congrats to Sean!



Pictured: Sean Harvatine II, Good Citizen Award winner, and Lonna Morouney, Good Citizen Award program chairwoman.



## School District of Milton

*Opportunity · Achievement  
Community*

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**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

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 26, 2018

RE: Recommendation on:  
1. 5-Year Capital Maintenance and Improvement Plan – 2018-19  
2. Vehicle/ Equipment Replacement Schedule – 2017-18 & 2018-19

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, external consultants, and the building and grounds supervisor.

The items listed in budget year 2018-19 include the highest priority needs throughout the District. The potential projects include several mechanical and infrastructure upgrades, safety upgrades, ADA upgrades, and many other various upgrades. 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 2018-19 is \$850,000. With the approval of these plans on February 26<sup>th</sup>, it will allow the district to lock in current pricing and be able to schedule the projects within the tight time frame given to complete them.

Each year our district-owned vehicles and equipment needs are assessed as well. This budget covers the addition and/or replacement of our vehicles, outdoor power equipment, and custodial cleaning equipment. This list is evaluated and presented annually to replace equipment that has surpassed its useful life and/or no longer meets the needs of the District. Two new purchases are being recommended. For fiscal year 2017-18, the recommendation would be to purchase a new mower for Schilberg Park. This mower would be purchased with leftover funds from the parking lot and traffic flow project. This would be a Fund 80 purchase in the amount of \$17,914. For fiscal year 2018-19, the recommendation would be to purchase an additional Chevrolet Silverado 2500HD truck. The main use of this vehicle would be for district maintenance (daily use, snow removal, etc.) The truck would also be used by student activities and athletics to haul trailers. The cost of the truck is \$29,500. Thank you for this consideration.

**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 2017-18 fiscal year and for the 2018-19 fiscal year, as presented.”**

# School District of Milton

## 5- Year Capital Maintenance and Improvement Plan

Updated - 02/16/18

	2018-19	2019-20	2020-21	2021-22	2022-23	No Time Frame	5 year total
<b>101 East Elementary</b>							
1 Misc. Exterior Repairs		3,630					
2 Replace Concrete Entry		8,550					
3 Replace Hot Water Heater & Pump			30,000				
4 Add 2nd Boiler - Keep Existing			120,000				
5 Replace 4 Folding Classroom Partitions				40,000			
Replace w/ Solid Walls							
6 Replace Gym Floor - Terraflex				35,000			
7 Replace Fire Alarm System					32,000		
8 Bathroom Renovations - Westside						300,000	
Yearly total:	0	12,180	150,000	75,000	32,000	300,000	269,180
<b>102 West Elementary</b>							
1 Repaint Lockers and Hallways - North half	14,680						
2 Replace clocks, bells, and PA system	21,800						
3 Parking lot and driveway addition - West side of building	150,000						
4 Construction phase engineering - Parking	12,000						
5 Repaint Lockers and Hallways - South half		16,860					
6 Misc Exterior Repairs			8,000				
7 Replace Univents - Rooms 115, 117, 119			11,000				
8 Replace Gym Floor - Terraflex				35,000			
9 Replace Boilers (2)				270,000			
10 Repave East Parking Lot					25,000		
11 Remodel South Bathrooms						300,000	
12 Replace Exterior Windows						300,000	
Yearly Total:	198,480	16,860	19,000	270,000	25,000	600,000	529,340







811 District Office/ Maintenance									
1	2018-19 Capital Project Contingency	28,325							
	Contingency is 3.3% of total budget								
2	Restore roof sections 2 & 3		41,000						
	Yearly Total:	28,325	0	41,000	0	0	0	0	69,325
980	Schilberg Park								
1	Add Draintile to Baseball Diamond		50,000						
2	Relamp Park & Stadium				140,000				
	Yearly Total:	0	50,000	0	140,000	0	0	0	190,000

**TOTALS:** 2018-19 850,000 2019-20 948,830 2020-21 1,160,000 2021-22 807,000 2022-23 1,311,000 **10 Time Frame** 2,250,000

**Estimated 5 Year Total - 5,076,830**

**21,000 -Moving to 2017-18**

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

**2017-18**

**Purchase a Grasshopper Model 725DT with grass collection**

Plan: Purchase additional mower for Schilberg Park with money saved from parking lot improvement project. New mower would save time and labor for our grounds department.

Grasshopper Model 725DT-	\$17,914.00
	(Fund 80)

**2018-19**

**Purchase 2018 Chevrolet Silverado 2500HD**

Plan: Purchase an additional truck to add to the maintenance fleet. This truck would be used for daily use, snow removal, hauling trailers for athletics, band, and show choir.

Cost of a 2018 Chevrolet Silverado 2500HD-	\$29,500.00
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**2019-20**

**Replace 2006 Chevrolet Express Van**

Plan: Replace 2006 Chevrolet Express Van with a Suburban. 2009 Suburban would then move to be the vehicle primarily used by MECAS. New suburban would join fleet of vehicles used for student activity and athletic transportation.

Cost of a new Chevrolet Suburban-	\$25,173.00
Trade-in value for 2006 Chevrolet Express-	-\$2,000.00

**2020-21**

**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

**2021-22 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

**2022-23 Replace 1999 Chevrolet Silverado 1500**

Plan: Replace 1999 Chevrolet Silverado with another 1500 truck

Cost of a new Chevrolet Silverado-	\$28,000.00
Trade in value for 1999 Chevrolet Silverado-	-\$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.**

# School District of Milton

## Current Vehicle Status

As of - 02/18/2018

	<u>2016 Mileage</u>	<u>2017 Mileage</u>	<u>2018 Mileage</u>
<b>2016 Chevrolet Silverado</b> Primary use - Maintenance	n/a	3,038	8,977
<b>2015 Chevrolet Silverado -</b> Primary use - Maintenance	6,500	13,998	22,318
<b>2014 Chevrolet Suburban -</b> Primary use - District	26,500	40,121	54,042
<b>2013 Chevrolet Silverado -</b> Primary use - Maintenance	36,500	42,257	51,214
<b>2010 Chevrolet Suburban-</b> Primary use - District	77,500	90,852	106,978
<b>2009 Chevrolet Suburban -</b> Primary use - District	78,207	88,328	99,532
<b>2006 Chevrolet Express Van -</b> <i>Primary use - MECAS</i>	63,750	66,884	70,808
<b>2005 Chevrolet Express Van -</b> Primary use - Nutrition Team	48,500	53,900	59,877
<b>1999 Chevrolet Silverado -</b> Primary use - Maintenance	88,000	90,079	92,746

**To: Board of Education**

**From: Brian Hammil, Activities Director**

**Date: February 21, 2018**

**Subject: Possible co-op with Edgerton HS for gymnastics**

I have been contacted by the Edgerton HS athletic director expressing interest in co-op with our gymnastics team. Edgerton may have as many as 5 interested participants. Milton currently has about 25 girls participating.

The purpose of a co-op is to bring together enough student athletes to create a team, or to help provide opportunity for another school to begin the sport with the hope of possibly starting a program in the future.

I have discussed a fee of \$500 per student athlete from Edgerton payable to the School District of Milton. The payment would be from the Edgerton School District. Milton's cost would not increase solely due to the additional Edgerton students. The fee would cover the cost of a uniform and go toward entry fees for events we attend.

Since Milton is already a Division 1 school (competing in the large school division), the addition of Edgerton student athletes would not change our WIAA placement.

I have met with our coaching staff and they agreed that this would be beneficial for both schools. I would ask that the Board of Education approve this co-op request.

**To: Board of Education**

**From: Brian Hammil, Activities Director**

**Date: February 21, 2018**

**Subject: Renewal of Co-op with Beloit Memorial**

I would ask the board to renew our girls' hockey co-op with Beloit Memorial. We currently have 7 girls playing for the Rock County Fury. This is our 5<sup>th</sup> year in this co-op.

The School District of Milton is billed our share of the co-op after all seasonal expense and revenues are collected. That amount is approximately \$1100 per player, which is much less than the state aid we would lose if our student athletes open enrolled to another school which sponsored girls' hockey.

The purpose of a co-op is to bring together enough student athletes to create a team, or to help provide opportunity for another school to begin the sport with the hope of possibly starting a program in the future.



**To: Board of Education**

**From: Brian Hammil, Activities Director**

**Date: February 21, 2018**

**Subject: Renewal of Co-op with Fort Atkinson**

I would ask the board to renew our boys' hockey co-op with Fort Atkinson. Fort Atkinson had hoped to have a few players this past year, but only sent one to the co-op. They may have a few more next season. Milton had 20 players this year, and should have about 25 next season. Any student athletes that come from Fort Atkinson will provide depth and allow for a regular junior varsity schedule.

The purpose of a co-op is to bring together enough student athletes to create a team, or to help provide opportunity for another school to begin the sport with the hope of possibly starting a program in the future.

All student athletes from Fort Atkinson will pay the \$600 hockey fee. Milton will not incur any additional expenses due to the Fort Atkinson participation.

Since there is only one division for hockey, the addition of Fort Atkinson student athletes would not change our WIAA placement.

**MEMORANDUM**

**TO:** Mary Ellen Van Valin  
**FROM:** William L. Fahey  
Boardman & Clark LLP  
**DATE:** February 21, 2018  
**RE:** 450 South John Paul Road, Milton, Wisconsin

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The School District entered into a "Right to Use Agreement" (the "Use Agreement") with Backyard Properties of Rock County, LLC (the "Owner") dated March 8, 2017. This Use Agreement extended to the School District the right of occupancy of the premises at 450 South John Paul Road, Milton Wisconsin (the "Premises") free of any costs other than carrying expenses. In addition to the Use Agreement, the School District and the Owner also executed a written Option to Purchase, stating terms under which the School District could, at its option, purchase the Premises. The Use Agreement and the Option to Purchase both expired December 31, 2017. The term of the Use Agreement was subsequently extended to March 31, 2018. The Option to Purchase was not extended.

I understand that the School Board may presently wish to purchase the Premises. The Owner has indicated that it would be willing to sell the Premises to the School District at a price of \$485,000, provided the School District also reimburse the Owner for certain electrical repairs to the Premises at a cost to the School District not to exceed \$15,000. The Owner has cautioned, however, that the purchase under these terms must close no later than March 31, 2018. A new Option to Purchase has been prepared extending to the School District the option right to purchase the Premises under these proposed terms. This proposed Option to Purchase has been executed by the Owner, but not yet approved by the School Board.

You have asked for a summary of steps required of the School District if the Premises is to be acquired from the Owner under the stated terms. Following is a summary and timeline for these steps:

1. First, the contractual right of the School District to purchase the Premises for the price and on the terms offered should be established. The previously executed Option to Purchase has expired. Accordingly, a new Option to Purchase should be executed stating the terms under which the Owner agrees to sell the Premises to the School District. The Option to Purchase would not obligate the School District to purchase the Premises unless and until the option is exercised by the School Board. Because the purchase of the Premises by the school district requires prior authorization from its electors at a special meeting, the School District would not exercise the option unless such authorization is first given. Nevertheless, execution of a new Option to Purchase would ensure that the School District has the contractual right to acquire the property before seeking elector approval. The Owner has already executed the proposed Option to Purchase, providing for a sale transaction under the previously discussed terms. If the School Board wishes to proceed with the purchase of the Premises, the Option to Purchase should be approved by the School Board at its meeting on February 26. The Option to Purchase should then be executed on behalf of the School District, and a copy of the executed Option to Purchase should be provided to the Owner.

2. If the proposed Option to Purchase is approved by the School Board, the School Board should call a special meeting of the electors for the purpose of seeking authorization to exercise the option and acquire the property. The call of the special meeting by the School Board should occur at the same School Board meeting to be held on February 26. The special meeting of the electors must be preceded by a Class 2 Notice of Meeting. As we have discussed, if the special meeting of electors is to be held on March 12, notice of the special school district meeting should be published on the March 1 and March 8 publication dates of the school district's official newspaper.

3. Following approval of the option and the call of the special meeting by the School Board at its February 26 meeting, the District might perform such pre-closing inspections, surveys, etc. as may be appropriate under the circumstances to ensure that the Premises is suitable for the School District's intended purposes and uses. I understand that the School District has occupied the Premises since March of 2017, and is generally familiar with its condition. Note that the proposed Option to Purchase provides that the Premises is to be conveyed to the School District "as-is".

4. The special meeting of electors would be held on March 12, 2018. I understand that a regular School Board meeting would be held the same date. The special meeting of the electors might be scheduled for 6:00 p.m., to be followed by the School Board meeting. The sole purpose of this special meeting of electors would be to consider a resolution granting authority to the School Board to acquire the Premises.

5. If the electors vote at the special meeting to grant authority to the School Board to acquire the Premises, the School Board might, at its meeting immediately following the special meeting of electors, approve the exercise of the Option to Purchase.

6. If the purchase of the Premises is authorized by the electors and the exercise of the Option to Purchase is approved by the School Board at its meeting of March 12, the transaction might proceed to closing on or before March 31. I understand the School District has funds on hand sufficient for the purchase transaction. The Owner would provide title evidence to the School District in the form of a title insurance commitment prior to the transaction pursuant to the terms of the Option to Purchase. The closing would occur with conventional allocation of closing costs.

The ability of the School District to complete the purchase of the property by March 31, 2018 (as mandated by the Owner) would require careful compliance with the steps and timelines set forth above.

Please contact me if there should be any questions.

**WB-24 OPTION TO PURCHASE**

1. LICENSEE DRAFTING THIS OPTION ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)  
2. (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3. The Seller (Optionor), Backyard Properties of Rock County, LLC, a Wisconsin limited liability company, hereby grants to  
4. the Buyer (Optionee), School District of Milton

5. an option to purchase (Option) the Property known as (Street Address) 450 S. John Paul Road  
6. \_\_\_\_\_ in the City \_\_\_\_\_

7. of Milton, County of Rock, Wisconsin, on the following terms:

8. **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all  
9. Sellers and delivered to Buyer on or before March 31, 2018 (Time is of the Essence),

10. **OPTION TERMS**

11.  **INITIAL OPTION TERM:** A nonrefundable option fee of \$ \_\_\_\_\_ will be paid by Buyer to Seller within \_\_\_\_\_ days  
12. of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 141 of this Option is checked. This Option may only be  
13. exercised if Buyer delivers written notice to Seller no later than midnight \_\_\_\_\_ unless extended below.

14.  **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight \_\_\_\_\_ upon  
15. payment of \$ \_\_\_\_\_ to Seller on or before \_\_\_\_\_ as an option  
16. extension fee which shall not be refundable.

17.  **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that  
18. Buyer exercises this Option. If the Option is exercised, \$ \_\_\_\_\_ of the option fee and \$ \_\_\_\_\_ of the  
19. option extension fee, if any, shall be a credit against the purchase price at closing.

20. **CAUTION:** If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268  
21. or 326-330 or in a separate agreement attached per line 325.

22. **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

23.  **PURCHASE PRICE:** Four Hundred Eighty Five Thousand and no/100 Dollars  
24. (\$ 485,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.

25.  **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option  
26. not excluded at lines 28-29, and the following additional items: none

27.  **NOT INCLUDED IN PURCHASE PRICE:** n/a

28. **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 75-82) to be excluded by  
29. Seller or which are rented and will continue to be owned by the lessor.

30. **NOTE:** The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.

31. **OPTIONAL PROVISIONS** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OPTION ONLY IF  
32. THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

33. **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a  
34. party shall be effective only when accomplished by one of the methods specified at lines 37-54.

35. (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

36. Seller's recipient for delivery (optional): Mark E. Robinson

37. Buyer's recipient for delivery (optional): Mary Ellen Van Vallin

38.  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
39. Seller: ( 608 ) 868-4348 Buyer: ( 608 ) 868

40.  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
41. service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
42. line 47 or 48.

43.  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
44. recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

45. Delivery address for Seller: 508 Campus Street, Ste 101, Milton, WI 53563

46. Delivery address for Buyer: 448 East High Street, Milton, WI 53563

47.  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a  
48. consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,  
49. each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
50. electronic signatures in the transaction, as required by federal law.

51. E-Mail address for Seller (optional): merobinson@roethelaw.com

52. E-Mail address for Buyer (optional): vanvallinm@milton.k12.wi.us

53. **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this  
54. Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this  
55. Option except: \_\_\_\_\_ If "Time is of the Essence" applies

56. to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
57. or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

58. **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
59. to, or Actual Receipt by, all Buyers or Sellers.

**62** DEFINITIONS

**63** ■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
**64** physically in the Party's possession, regardless of the method of delivery.

**65** ■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
**66** occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
**67** of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the  
**68** President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
**69** number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
**70** hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
**71** midnight of that day.

**72** ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
**73** the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
**74** the expected normal life of the premises or adversely affect the use of the Property.

**75** ■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
**76** treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
**77** items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
**78** and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
**79** heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
**80** attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
**81** sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
**82** permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

**83** CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener  
**84** or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

**85** ■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 5-7.

**86** PROPERTY DIMENSIONS AND SURVEYS: Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
**87** footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
**88** verified by survey or other means.

**89** CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room  
**90** dimensions, if material.

**91** BUYER'S WALKTHROUGHS: Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of  
**92** this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to  
**93** walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and  
**94** tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**95** PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING: Seller shall maintain the Property until the earlier of closing or  
**96** occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to  
**97** closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the  
**98** Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with  
**99** lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the  
**100** damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be  
**101** entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of  
**102** Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
**103** be held in trust for the sole purpose of restoring the Property.

**104** DISTRIBUTION OF INFORMATION: Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's  
**105** lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate  
**106** Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide  
**107** active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,  
**108** incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

**109** NOTICE ABOUT SEX OFFENDER REGISTRY: You may obtain information about the sex offender registry and persons registered with the  
**110** registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.widocoffenders.org> or by telephone at (808) 240-  
**111** 5830.

112 **CLOSING** This transaction is to be closed (within \_\_\_\_\_ days after the exercise of this Option) (no later  
113 than March 31, 2018 ) ~~STRIKE AND COMPLETE AS APPLICABLE~~ at the place selected by Seller, unless otherwise  
114 agreed by the Parties in writing

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none

117  
118 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on **[CHECK BOX FOR APPLICABLE PRORATION FORMULA]:**

121  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123  Current assessment times current mill rate (current means as of the date of closing)

124  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if  
125 known, multiplied by current mill rate (current means as of the date of closing)

126

127 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**  
128 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**  
129 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

130  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for  
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
134 estate brokers in this transaction.

135 ~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and~~  
136 ~~transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are~~

137

138 Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE OPTION PROVISIONS** **[CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:**

140  Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141  This Option is contingent upon Seller and Buyer, within \_\_\_\_\_ days from the granting of this Option, entering into a written lease  
142 for the Property with minimum terms which shall include: term from \_\_\_\_\_ to \_\_\_\_\_ and  
143 an initial rent of \$ \_\_\_\_\_ per month or this Option shall be null and void.

144 **[CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:**

145  In the event that this Option is timely exercised, \$ \_\_\_\_\_ of each monthly rent payment of \$ \_\_\_\_\_  
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

148  Buyer may not exercise this Option unless Buyer is current with all rent.

149  Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or  
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated \_\_\_\_\_

152 and, if applicable, Real Estate Condition Report dated \_\_\_\_\_ and, if applicable, Vacant Land Disclosure Report  
153 dated \_\_\_\_\_ which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option

154 by reference **[COMPLETE DATES OR STRIKE AS APPLICABLE]** and \_\_\_\_\_

155

156 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)]**

157 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**  
158 **709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures**  
159 **provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that**  
160 **has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,**  
161 **personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if**  
162 **Seller does not furnish such report(s) within 40 days after Seller grants this Option or if a report disclosing Defects is furnished before**  
163 **expiration of those 40 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney**  
164 **for additional information regarding rescission rights.**

165 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this  
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include  
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise  
168 of this Option

169 **ZONING** Seller represents that the property is zoned \_\_\_\_\_

470 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-  
 471 266 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
 472 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
 473 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

475 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.  
 176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A  
 178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal  
 179 remedies.

180 If Buyer defaults, Seller may:

- 101 (1) sue for specific performance if Buyer has exercised this Option; or
- 102 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

- 184 (1) sue for specific performance; or
- 185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the  
 108 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined  
 109 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration  
 190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**  
 192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**  
 193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**  
 194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the  
 197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,  
 199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part  
 200 of Buyer's due diligence items on lines 256-266, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain  
 201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not  
 202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use  
 203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also  
 204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoil tests,  
 205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the  
 206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due  
 207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise  
 208 agreed by the Parties in writing.



209 **RECORDING OF OPTION** Buyer (may) (may not) ~~STRIKE ONE~~ record this Option at Buyer's expense.  
 210 Buyer (may) (may not) ~~STRIKE ONE~~ ("may" if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this  
 211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-268 or 326-330 or attach as an  
 212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.  
 213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium  
 216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other  
 217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and  
 219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general  
 220 taxes levied in the year of closing and (none additional)

221 \_\_\_\_\_  
 222 \_\_\_\_\_ which constitutes merchantable title for purposes of  
 223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin  
 224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after  
 225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**  
 227 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**  
 228 **other than the current use.**

229 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a  
 230 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.  
 231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"  
 233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
 234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
 235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
 236 closing (see lines 242-248)

237 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
 238 commitment is delivered to Buyer's attorney or Buyer not more than 5 days after Seller grants this Option ("15" if left blank), showing  
 239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to  
 240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within  
 243 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a  
 244 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice  
 245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,  
 246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive  
 247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for  
 248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this  
 250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current  
 252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees  
 253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,  
 254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street  
 255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

256 **ADDITIONAL PROVISIONS**

- 257 1. Buyer is in current occupancy of the Property under the terms of a Right to Use Agreement between the Parties.  
 258 Entry into (and extension of) such Right To Use Agreement constituted the consideration for this Option.
- 259 2. Buyer is aware of the condition of the Property. Buyer shall purchase the Property in its condition at Closing, as is.
- 260 3. In the event this Option is exercised and the Property is purchased by Buyer, Buyer shall reimburse Seller for electrical  
 261 improvements to the Property installed by Seller in an amount not to exceed \$15,000.
- 262 4. This Option amends and extends the prior option agreement of the parties executed on or about March 8, 2017.

263 \_\_\_\_\_  
 264 \_\_\_\_\_  
 265 \_\_\_\_\_  
 266 \_\_\_\_\_  
 267 \_\_\_\_\_  
 268 \_\_\_\_\_

269 **CONDOMINIUM UNITS**

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before  
 271 entering into this Option. See lines (198-208)

272 If the Property is a residential condominium unit, Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,

273 **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,  
 274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.  
 275 The condominium disclosure materials include a copy of the following and any amendments to any of these (except as may be limited for small  
 276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)): (a) proposed or existing declaration, bylaws and any rules or  
 277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)  
 278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the  
 279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly  
 280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)  
 281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can  
 282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the  
 283 executive summary.

284 **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a) Buyer may, within 5 business days of receipt of all the required  
 285 disclosure documents, rescind this Option by written notice delivered to Seller if the disclosure materials are delivered to Buyer and Buyer does  
 286 not receive all of the disclosure documents. Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the  
 287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the  
 288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the  
 289 deadline for Seller's delivery of the documents Wis. Stat. § 703.33(4)(b). The Parties agree that the 5 business days begin upon the earlier  
 290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery  
 291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**  
 293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing  
 295 other condominium materials as may be available, such as copies of the condominium association's financial statements for the last two years, the  
 296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about  
 297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the  
 298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.  
 299 Stat. § 703.165), any common element inspection reports (e.g., roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation  
 300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the  
 301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension  
 303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"  
 305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon  
 306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of  
 307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller  
 308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if  
 309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as  
 310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly  
 311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer  
 312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect  
 313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified  
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall  
316 be performed by a qualified independent Inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to  
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: structural and mechanical systems

319  
320 List tests (e.g., radon, lead-based paint, well water) here: environmental inspections and testing

321  
322 Describe additional inspections and tests, if any, at lines 256-263 or 326-330 or attach as an addendum per line 325.

323 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if**  
324 **environmental contamination is present), any limitations on Buyer's testing and any other material terms.**

325  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Option.

326 **ADDITIONAL PROVISIONS** \_\_\_\_\_

327 \_\_\_\_\_

328 \_\_\_\_\_

329 \_\_\_\_\_

330 \_\_\_\_\_

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**  
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**  
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**  
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by [Licensee and Firm] Atty William L. Fahey

336 \_\_\_\_\_ on February 14, 2018

337 Buyer Entity Name (if any): School District of Milton

338 (x) \_\_\_\_\_

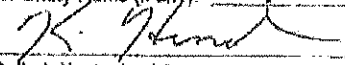
339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

340 (x) \_\_\_\_\_

341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**  
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**  
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): Backyard Properties of Rock County, LLC

346 (x)  \_\_\_\_\_  
347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Kevin Hendricks Member Date ▲ 2/15/18

348 (x) \_\_\_\_\_

349 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

350 This Option was presented to Seller by [Licensee and Firm] \_\_\_\_\_

351 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

352 This Option is rejected \_\_\_\_\_ This Option is countered \_\_\_\_\_

353 \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

354 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.**

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to  
356 Purchase.

357 Buyer Entity Name (if any): \_\_\_\_\_

358 (x) \_\_\_\_\_

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

360 (x) \_\_\_\_\_

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

**RESOLUTION CALLING SPECIAL MEETING OF ELECTORS**

BE IT RESOLVED, by the School Board of the School District of Milton that a special meeting of the electorate of the School District be held to act on the following item of business:

Resolution authorizing the School Board, pursuant to Section 120.10(5m) of the Wisconsin Statutes, to acquire real estate and structures and facilities appurtenant to such real estate necessary for school district purposes, to-wit: the real estate situated at 450 S. John Paul Road, Milton, Wisconsin, consisting of a site of approximately 2.74 acres in area, the building situated upon such site and associated facilities; and designating such real estate as a school site pursuant to Section 120.10(5) of the Wisconsin Statutes.

The date of the special meeting shall be March 12, 2018. The special meeting shall commence at 6:00 p.m. and shall be held at the premises located at 450 S. John Paul Road, Milton, Wisconsin. The District Clerk is authorized to give notice of such meeting by publication of a Class 2 notice in the form set forth on Exhibit A, the last insertion of which shall be not more than eight (8) or less than one (1) day prior to the date fixed for the special meeting.

Adopted and recorded this 26th day of February, 2018.

SCHOOL DISTRICT OF MILTON

By: \_\_\_\_\_  
Robert L. Cullen                      District President

Attest: \_\_\_\_\_  
Shelly Crull-Hanke                      District Clerk

**EXHIBIT A**

**NOTICE OF SPECIAL SCHOOL DISTRICT MEETING**

TO: ELECTORS OF SCHOOL DISTRICT OF MILTON

NOTICE IS HEREBY GIVEN to the qualified electors of the School District of Milton that a special meeting of such District shall be held at the premises located at 450 S. John Paul Road, Milton, Wisconsin, on the 12<sup>th</sup> day of March, 2018, at 6:00 p.m. to act on the following item of business:

Resolution authorizing the School Board, pursuant to Section 120.10(5m) of the Wisconsin Statutes, to acquire real estate and structures and facilities appurtenant to such real estate necessary for school district purposes, to-wit: the real estate situated at 450 S. John Paul Road, Milton, Wisconsin, consisting of a site of approximately 2.74 acres in area, the building situated upon such site and associated facilities; and designating such real estate as a school site pursuant to Section 120.10(5) of the Wisconsin Statutes.

SCHOOL DISTRICT OF MILTON

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Shelly Crull-Hanke

District Clerk

# Staffing Updates for February 26, 2018

## 1. Contracts/Letters of Employment:

- 

## 2. Resignations:

- Slosarek, Heather N. – Director of Curriculum and Instruction – District Wide
  - *Effective: June 30, 2018*
- Beil, William B. – English Teacher – Middle School
  - *Effective: February 20, 2018*

## 3. Retirement Notices:

- 

## 4. Vacancies Posted, Not Yet Filled:

- Special Education Aide (7hrs) – West
- Nutrition Team Staff Member (2.75 hrs) - Northside
- Nutrition Team Staff Member (3 hrs) – Middle School
- LTS English Teacher – Middle School
- Assistant Football Cheerleading Coach – High School
- Boys Head Swim Coach – High School
- Substitute Custodians – District Wide
- Substitute Nutrition Team – District Wide
- Director of Curriculum and Instruction – District Wide

## 5. Leave of Absence:

- 

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**SCHOOL DISTRICT OF MILTON  
Milton, Wisconsin**

**2017-2018 SCHOOL YEAR**

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**GIFTS & DONATIONS FOR BOARD APPROVAL/ACCEPTANCE  
Monday, February 26, 2018**

<u>From</u>	<u>Amount</u>	<u>For</u>
Consolidated School P.I.E.	\$599.07	K-1 <sup>st</sup> Grade Field Trip
Consolidated School P.I.E.	\$368.98	2 <sup>nd</sup> Grade Field Trip
Kim Krause	\$100.00	Nutrition Dept. "Angel Fund"
Ben & Polly Scherwitz	\$30.00	MHS Forensics
Scott & Lisa Miller	\$75.00	MHS Forensics
Brian & Beth Swope	<u>\$30.00</u>	MHS Forensics
<b>TOTAL</b>	<b>\$1,203.05</b>	

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