

ENROLLED ORDINANCE 173-029

APPROVE FIRST AMENDMENT TO MILLPOINTER
PROPERTY RESIDENTIAL USE AGREEMENT

WHEREAS, consistent with the Waukesha County Park and Open Space Plan, the County Board adopted Enrolled Ordinances 167-19 and 168-61 to acquire the Joanne M. Millpointer Revocable Trust property located in the Village of Nashotah, commonly referred to as N45 W33206 Wisconsin Avenue (Tax Key No. NSHV 0741.998) to become part of Nashotah Park, and

WHEREAS, through a Residential Use Agreement, Joanne Millpointer was given the ability to live in the house on the property for a maximum of five years, with an expiration date on December 20, 2018; and

WHEREAS, to assist in living arrangement transition for Joanne Millpointer, the County agrees to extend the term of the Residential Use Agreement until April 1, 2019; and


WHEREAS, an amendment to the Residential Use Agreement is necessary to effectuate this extension.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the First Amendment to Residential Use Agreement, on file with the Waukesha County Department of Parks and Land Use, extending the termination date of the Residential Use Agreement to April 1, 2019 is hereby approved.

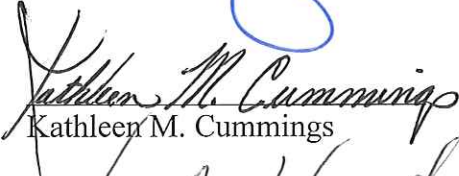
IT IS FURTHER ORDAINED that the Director of the Waukesha County Department of Parks and Land Use, or his designee, is authorized, on behalf of Waukesha County, to execute the First Amendment to Residential Use Agreement, and to take all other actions necessary to implement the same.

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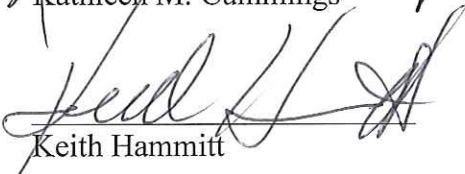
Presented by:
Land Use, Parks, and Environment Committee



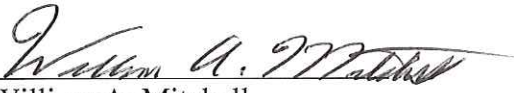
David D. Zimmermann, Chair



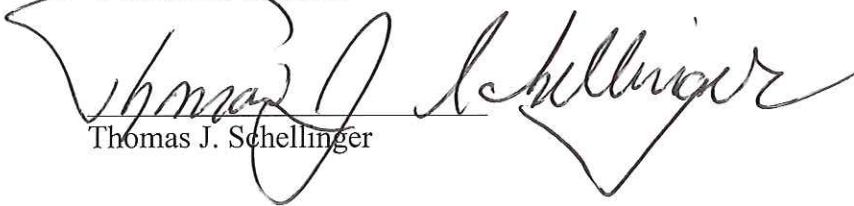
Kathleen M. Cummings



Keith Hammit



William A. Mitchell



Thomas J. Schellinger

absent

Steve Whittow

absent

Chuck Wood

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 8/25/18, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: Sept. 4, 2018, 
Paul Farrow, County Executive

FIRST AMENDMENT TO RESIDENTIAL USE AGREEMENT
Joanne Millpointer

THIS FIRST AMENDMENT TO RESIDENTIAL USE AGREEMENT (“First Amendment”), dated as of the latter of the signature dates below, is by and between Waukesha County (“COUNTY”) and Joanne Millpointer (“Millpointer”).

WHEREAS, COUNTY and Millpointer entered into a Residential Use Agreement dated December 27, 2013 whereby the COUNTY authorized Millpointer to continue to use for residential purposes a house and property owned by the COUNTY and formerly owned by Millpointer in the Village of Nashotah, Wisconsin commonly referred to as N45 W33206 Wisconsin Avenue (Tax Key No. NSHV 0741.998); and

WHEREAS, the Residential Use Agreement is set to expire by its own terms on December 20, 2018; and

WHEREAS, it is in the interest of both parties to extend the Residential Use Termination Date; and

WHEREAS, the COUNTY and Millpointer therefore wish to amend the Residential Use Agreement to extend the Residential Use Termination Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and Millpointer agree as follows:

1. **Residential Use Termination Date.** Paragraph 3 of the Residential Use Agreement is hereby deleted in its entirety and replaced with the following:

Millpointer shall vacate the Property and House by the Residential Use Termination Date. The Residential Use Termination Date shall be April 1, 2019 unless one of the following occurs earlier:

- a. Millpointer voluntarily vacates the Property;
- b. Millpointer is no longer able to occupy the Property due to medical incapacities;
- c. The Property is damaged exceeding the percentage contained in Paragraph 19;
- d. Millpointer fails to undertake repairs to the Property as required in Paragraph 19;
- e. The House is rendered or determined to be uninhabitable or is condemned; or
- f. This Agreement is terminated pursuant to Paragraph 20.

2. **Other Terms and Conditions Remain.** Except as expressly set forth in this First Amendment, the Residential Use Agreement otherwise is unmodified and remains in full force and effect.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meaning as defined in the Residential Use Agreement.

Joanne Millpointer

WAUKESHA COUNTY

Date

Date

Joanne M. Millpointer

Dale R. Shaver, Director
Department of Parks and Land Use

D1 - Foti	AYE	D14 - Wood	AYE
D2 - Zimmermann	(M) AYE	D15 - Mitchell	(2) AYE
D3 - Morris	AYE	D16 - Crowley	AYE
D4 - Batzko	AYE	D17 - Paulson	AYE
D5 - Dondlinger	AYE	D18 - Nelson	AYE
D6 - Walz	AYE	D19 - Cummings	AYE
D7 - Grant	AYE	D20 - Schellinger	AYE
D8 - Michalski	AYE	D21 - Gaughan	AYE
D9 - Heinrich	AYE	D22 - Wysocki	AYE
D10 - Swan	AYE	D23 - Hammitt	Absent
D11 - Howard	AYE	D24 - Whittow	AYE
D12 - Wolff	AYE	D25 - Johnson	AYE
D13 - Decker	AYE		

172-O-029

Passed (24 Y - 0 N - 1 Absent)

Majority Vote >