



# Common Council Meeting Agenda

June 10, 2025 - 6:15 PM  
(Following the Committee of the Whole Meeting)  
City Hall Council Chambers

Amended: 6/9/2025 @ 10:00 AM  
Published: 6/6/2025

## AGENDA

### 1. PRIVILEGE OF THE FLOOR

*Each speaker is allotted up to 3 minutes. Please note that the Privilege of the Floor session is limited to 30 minutes total, unless extended at the discretion of the Council.*

### 2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

### 3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

### 4. APPROVAL OF MINUTES

- A. May 27th, 2025 Common Council Meeting Minutes

### 5. REPORTS

- A. City Clerk
- B. Council President
- C. Mayor

### 6. COMMUNICATIONS

- A. Claim submitted by American Family Insurance on behalf of their insured, Donna Kruger, was received by the City Clerk and forwarded to the City Attorney for review and further action

### 7. PLAN COMMISSION

- A. Discussion and possible action to recommend to Common Council approval of CP-2500070 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - Adoption of Ordinance # 2703 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 11 - Neighborhood "A" Greenfield Avenue and Chapter 10 - Land Use) from Suburban Commercial, Mixed Use Residential and Institutional with a Planned Unit Development (PUD) Overlay to Mixed Use Residential with a PUD Overlay AND 2030 Comprehensive Plan Updates.
- B. (1) NJ Discussion and possible action to recommend to Common Council approval of RZ-2500071 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - Request to rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance # 2688) and adoption of Planned Unit Development Ordinance # 2701 that approves the rezoning of the properties from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District:), I-1/PUD (Institutional District) / C-2/PUD

(Shoreland-Wetland Holding District) to Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance. (Initial Public Hearing 3/3/2025. Amended request Public Hearing 6/2/2025).

- C. NJ (1) Discussion and possible action to recommend to Common Council approval of LD-2500072 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - 3-Lot Certified Survey Map.
- D. Discussion and possible action to recommend to Common Council approval of CP-2500440 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 - Adoption of Resolution 2025-11 and Ordinance 2707 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10) from Suburban Commercial to Urban Residential. (Joint Public Hearing 5/5/2025)
- E. Discussion and possible action to recommend to Common Council approval of RZ-2500441 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 - Adoption of Ordinance 2708 that approves the rezoning from B-2 to R-4.5. (Joint Public Hearing 5/5/2025)
- F. Discussion and possible action to recommend to Common Council approval of LD-2500442 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 - 2-Lot Certified Survey Map.
- G. Discussion and possible action to recommend to Common Council approval of LD-2500647 Ryan Janssen - 5245 S. Martin Road - 3 Lot Certified Survey Map

**8. DEFERRED, REFERRED & TABLED ITEMS**

**9. ITEMS REMOVED FROM CONSENT AGENDA, if any**

**10. CONSENT AGENDA-----**

*Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

**11. MINUTES**

- A. May 27, 2025 Meeting Minutes

**12. UTILITY & FINANCE**

- A. Discussion and possible action to recommend to the Common Council approval of the June 11th, 2025, Water Utility claims in the amount of \$132,239.61. Sewer Utility claims in the amount of \$4,847.18 and General City claims in the amount of \$489,275.69. US Bank VISA EFT of \$24,892.52

**13. LICENSES & PERMITS**

- A. Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

**14. MISCELLANEOUS**

- A. Human Resources Department Update
- B. Discussion and possible action to recommend approval to the Common Council of a Memorandum of Understanding between the City of New Berlin and the New Berlin School District, establishing the Activity and Recreation Center (ARC) as a designated



student reunification site and outlining the terms of its use, as detailed in the Requested Action Statement

- C. Discussion and possible action to recommend that the Common Council authorize the New Berlin Fire Department to enter into a revised contract with its ambulance billing provider, EMS Management Consultants (EMS|MC), as outlined in the Requested Action Statement and reviewed by the City Attorney
- D. Discussion and possible action to recommend that the Common Council approve Ordinance No. 2712, an ordinance repealing Section 6-26 of the City of New Berlin Municipal Code relating to the Communications Committee
- E. Update on the code compliance matter regarding the clear-cutting of trees within the C-1 district on the property located at 6035 S Karrington Ln

**15. END CONSENT AGENDA-----**

**16. CLOSED SESSION**

- A. *The Council may also convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- B. Discussion of litigation strategy related to the code compliance matter involving unauthorized clear-cutting of trees within the C-1 District at 6035 S. Karrington Lane
- C. Zahorik Claim

**17. RECONVENE TO OPEN SESSION**

- A. Discussion and possible action re: litigation strategy related to the code compliance matter involving unauthorized clear-cutting of trees within the C-1 District at 6035 S. Karrington Lane
- B. Discussion and possible action re: Zahorik Claim

**18. ADJOURN**

**Additional Information**

- The agenda packet with supplemental information related to the agenda items is available online at [www.NewBerlinWi.gov](http://www.NewBerlinWi.gov). Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.
- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.



# Common Council MEETING MINUTES

May 27, 2025 - 6:05 PM  
City Hall Council Chambers

## MINUTES

### 1. PRIVILEGE OF THE FLOOR

*Each speaker is allotted up to 3 minutes. Please note that the Privilege of the Floor session is limited to 30 minutes total, unless extended at the discretion of the Council.*

No members of the public (or attendees) spoke during this portion of the meeting.

### 2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:17 PM and led the Pledge of Allegiance.

### 3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson La Fever, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, Human Resource Director Melissa Beck, City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

### 4. APPROVAL OF MINUTES

#### A. May 13th, 2025 Common Council Meeting

**MOTION:** Motion to approve

**VOTE:** Motion by: La Fever  
Second by: Maxey  
Motion Passed 7-0

### 5. REPORTS

#### A. City Clerk

No Report.

**B. Council President**

No Report.

**C. Mayor**

No Report.

**6. COMMUNICATIONS**

**A. Zahorik claim was received by the City Clerk and forwarded to the City Attorney for review and further action**

No Action.

**7. FINANCE COMMITTEE**

**A. Discussion and possible recommendation to the Common Council for the Review of Financial Policies 1-14**

**MOTION:** Motion to approve

**VOTE:** Motion by: Kroupa  
Second by: Maxey  
Motion Passed 7-0

**8. RECREATION COMMISSION**

**A. Discussion and possible action to recommend to Common Council approval of the vendor agreements with Lynn Metz to provide Taekwondo classes of Genesis Martial Arts.**

**MOTION:** Motion to approve

**VOTE:** Motion by: Harenda

Second by: Horbinski  
Motion Passed 7-0

**9. PARKS, BUILDINGS & GROUNDS COMMISSION**

- A.** Approval and recommendation to award the Fire Station #8 Roofing Project

**MOTION:** Motion to approve

**VOTE:** Motion by: La Fever  
Second by: Maxey  
Motion Passed 7-0

- B.** Approval and recommendation to approve a donation agreement for the Stanley Hall bench donation eagle scout project

**MOTION:** Motion to approve

**VOTE:** Motion by: La Fever  
Second by: Maxey  
Motion Passed 7-0

**10. DEFERRED, REFERRED & TABLED ITEMS**

No items.

**11. ITEMS REMOVED FROM CONSENT AGENDA, if any**

No items.

**12. CONSENT AGENDA-----**

*Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

**MOTION:** Motion to approve

**VOTE:** Motion by: Stribl  
Second by: Kroupa  
Motion Passed 7-0

**13. MINUTES**

- A.** May 13th, 2025 Committee of the Whole Meeting

**14. UTILITY & FINANCE**

- A.** Discussion and possible action to recommend to the Common Council approval of the May 28th, 2025, Water Utility claims in the amount of \$14,279.78. Sewer Utility claims in the amount of \$3,634.71 and General City claims in the amount of \$1,524,725.94. We Energies EFT of \$71,339.23.

**15. LICENSES & PERMITS**

- A.** Discussion and possible action to approve a "Class B" Combination Alcohol License for Tail Spin, LLC, doing business as Tail Spin, located at 6290 S. Martin Rd (formerly Rainbow Restaurant), with Jennifer Halverson as agent, for the current license year ending June 30, 2025, contingent upon the applicant meeting all City requirements, including, but not limited to, completion of all required inspections and full payment of all applicable fees
- B.** Discussion and possible action to recommend Common Council approval of Mary's Caddyshack's Extension of Premise application for the annual Shackfest event, to be held on June 28, 2025, from 12:00 p.m. to 10:00 p.m., extending into the establishment's parking lot as outlined in the application on file
- C.** Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

**16. MISCELLANEOUS**

- A. Discussion regarding goals and directives for the development of the 2026 budget, including a potential tax levy target
  
- B. Discussion and possible action to recommend to Common Council approval of Ordinance 2711 to amend Chapter 238 of the Municipal Code, Swimming Pools.
  
- C. Discussion and possible action to recommend Common Council approval of a contract with Trees On The Move in the amount of \$84,222.79 for landscape material and installation at the New Berlin Community Center at Hickory Grove, per the attached Requested Action Statement
  
- D. Discussion and possible action to recommend Common Council approval of Resolution 2025-13, authorizing the transfer of \$196,254.52 from the accounts listed in the Requested Action Statement to the Hickory Grove CIP account for Phase 3 of the project
  
- E. Discussion and possible action to recommend Common Council approval of a request to authorize the pre-hiring of one sworn police officer in June 2025, in anticipation of at least one expected retirement in 2026, per the attached Requested Action Statement

**17. END CONSENT AGENDA-----**

**18. CLOSED SESSION**

- A. *The Council may convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(e) to deliberate or negotiate 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, specifically regarding:*



**MOTION:** Motion to enter into closed session at 6:27 pm

**ROLL CALL** Motion by: Maxey

**VOTE:** Second by: Harenda  
Motion Passed 7-0

- B.** Discussion regarding an MOU between the New Berlin Professional Police Association and the City of New Berlin
  
- C.** *The Council may convene into closed session pursuant to Wisconsin Statutes § 19.85(1)(g) to confer with legal counsel for the City who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
  
- D.** Discussion regarding a potential confidential settlement agreement related to a litigation matter involving the City of New Berlin
  
- E.** Discussion regarding claims involving Mathew Matye and Allstate Vehicle and Property Insurance Company
  
- F.** Discussion regarding the claim submitted by Badger Mutual Insurance on behalf of Ryann Vassallo

**19. RECONVENE TO OPEN SESSION**

**MOTION:** Motion to reconvene into open session at 7:04 PM

**ROLL CALL** Motion by: Stribl

**VOTE:** Second by: Harenda  
Motion Passed 7-0

- A.** Discussion and possible action regarding an MOU between the New Berlin Professional Police Association and the City of New Berlin

**MOTION:** Motion to approve the MOU between the New Berlin Professional Police Association and the City of New Berlin

**VOTE:** Motion by: Maxey  
Second by: Harenda  
Motion Passed 7-0

- B.** Discussion and possible action regarding a potential confidential settlement agreement related to a litigation matter involving the City of New Berlin

**MOTION:** Motion to approve the settlement agreement as outlined by the City Attorney

**VOTE:** Motion by: Stribl  
Second by: Maxey  
Motion Passed 7-0

- C.** Discussion and possible action regarding claims involving Mathew Matye and Allstate Vehicle and Property Insurance Company

**MOTION:** Motion to approve the claim as outlined by the City Attorney

**VOTE:** Motion by: Maxey  
Second by: Stribl  
Motion Passed 7-0

- D.** Discussion and possible action regarding the claim submitted by Badger Mutual Insurance on behalf of Ryann Vassallo

**MOTION:** Motion to approve the claim as outlined by the City Attorney

**VOTE:** Motion by: Horbinski  
Second by: Stribl  
Motion Passed 7-0

**Respectfully Submitted,**  
**Rubina R. Medina, City Clerk**

**20. ADJOURN**



# MOTION SHEET

**TO:** Common Council  
Mayor Ament  
Ald. Stribl

**FROM:** Plan Commission/Joelle Erickson

**DATE:** June 10, 2025

**RE:** June 2, 2025, Plan Commission items requiring Common Council action

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.                     | Discussion and possible action to recommend to Common Council approval of CP-2500070 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) – Adoption of Ordinance # 2703 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 11 - Neighborhood "A" Greenfield Avenue and Chapter 10 - Land Use) from Suburban Commercial, Mixed Use Residential and Institutional with a Planned Unit Development (PUD) Overlay to Mixed Use Residential with a PUD Overlay AND 2030 Comprehensive Plan Updates. |
| <b>Council Motion:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                        | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B.                     | Discussion and possible action to recommend to Common Council approval of RZ-2500071 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - Request to rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance 2688) and adoption of Planned Unit Development Ordinance # 2701 that approves the rezoning of the properties from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District:), I-1/PUD (Institutional District) / C-2/PUD (Shoreland-Wetland Holding District) to Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance. (Initial Public Hearing 3/3/2025 & additional Public Hearing on 6/2/2025.) |
| <b>Council Motion:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                        | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



|    |                                                                                                                                                                                                                                                                                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C. | Discussion and possible action to recommend to Common Council approval of LD-2500072 Nicholas Wimmer on behalf of The Conservancy, LLC (Wimmer Communities) - 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) - 3-Lot Certified Survey Map. |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Council Motion:**

|  |                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------|
|  | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b> |
|--|---------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                                                                                                                                                                                                                                                                                                                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D. | Discussion and possible action to recommend to Common Council approval of CP-2500440 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 - Adoption of Resolution 2025-11 and Ordinance 2707 to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10) from Suburban Commercial to Urban Residential. |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Council Motion:**

|  |                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------|
|  | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b> |
|--|---------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                                                                                                                                                                                                                   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E. | Discussion and possible action to recommend to Common Council approval of RZ-2500441 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 - Adoption of Ordinance 2708 that approves the rezoning from B-2 to R-4.5. |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Council Motion:**

|  |                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------|
|  | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b> |
|--|---------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                                                                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F. | Discussion and possible action to recommend to Common Council approval of LD-2500442 Donald R. Gehr III with Don's Holdings LLC - 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 - 2-Lot Certified Survey Map. |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Council Motion:**

|  |                                                                                                                           |
|--|---------------------------------------------------------------------------------------------------------------------------|
|  | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b> |
|--|---------------------------------------------------------------------------------------------------------------------------|



|                        |                                                                                                                                                      |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| G.                     | Discussion and possible action to recommend to Common Council approval of LD-2500647 Ryan Janssen - 5245 S. Martin Road - 3 Lot Certified Survey Map |
| <b>Council Motion:</b> |                                                                                                                                                      |
|                        | <b>I move to recommend approval to the Common Council as unanimously approved by the Plan Commission on June 2, 2025.</b>                            |

---

# STAFF REPORT

## EXECUTIVE SUMMARY

---

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICANT/PROJECT:</b>        | Nicholas Wimmer on behalf of Wimmer Communities / 2030 Comprehensive Plan Amendments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>LOCATION:</b>                 | 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>CURRENT FUTURE LAND USE:</b>  | Suburban Commercial, Mixed Residential and Institutional                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>PROPOSED FUTURE LAND USE:</b> | Mixed Residential                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>CURRENT ZONING:</b>           | B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District), I-1/PUD (Institutional District), C-2/PUD (Shoreland-Wetland Holding District)                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>REQUEST:</b>                  | <p>A request to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 11 - Neighborhood "A" and Chapter 10 - Land Use) for the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 &amp; 1158.989.003) from Suburban Commercial, Mixed Residential and Institutional to Mixed Use Residential. In addition, Plan Commission discussion of the following 2030 Comprehensive Plan chapters as part of a general update to the plan:</p> <ul style="list-style-type: none"><li>▪ Chapter 10 – Land Use</li><li>▪ Chapter 11- Neighborhood "A"</li></ul> |
| <b>D.R.C. RECOMMENDATION:</b>    | Recommend to Plan Commission adoption of Resolution #2025-05 that approves the general amendments to the 2030 Comprehensive Plan Chapter 10 and Chapter 11 including the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from Suburban Commercial, Mixed Residential and Institutional to Mixed Use Residential and forward to the Common Council for their review and approval by Ordinance.                                                                                                                                                          |

### Background:

1. In the applicant's attached site plan, they have indicated that this will be a multi-family development with retail commercial integrated within the buildings.
2. The applicant held a neighborhood meeting on Monday, September 16, 2024. Approximately 150 notices were mailed out and about 25 people attended. The feedback on the project was very positive.
3. Mary Claire Lanser with Lanser Public Affairs LLC prepared a Door-to-Door Community Outreach Report for this development dated September 12, 2024. A copy of the report is attached.
4. Plan Commission reviewed the concept plan at their October 7, 2024 meeting.
5. Plan Commission held a joint public hearing on the rezoning and comprehensive plan requests on March 3, 2025.

6. Plan Commission tabled the projects based on the applicant's request on April 7, 2025.
7. Wetlands have been field verified by Eric Parker with Heartland Ecological Group and have been registered, per Section 275-37E of the Zoning Code.
8. Zoning Code – Rm-1, Multiple-Family Residential District:
  - a. Per Zoning Code Section 275-33B(9), *"Net density shall not exceed seven dwelling units per Rm-1 zoned acre. Net density calculations shall include the area of land upon which the dwelling units are proposed to be located and including common open space and associated facilities on the tract of land zoned Rm-1, excluding rights-of-way of publically dedicated streets and private streets."*
    1. In the attached packet, the applicant has identified the following density information: Net density 13.97 units / acre (413 units / 29.57 developable acres) OR gross density 12.23 units / acre (413 units / 33.671 acres).
  - b. Per Zoning Code Section 275-33E(3), *"Multi-family dwellings are required to have a certain portion of the required parking spaces located in an enclosed attached or underground parking garage. Refer to Zoning Code Section 275-57 for off-street parking requirements."* Zoning Code Section 275-57A(3) (Table 275-57-1) states the following requirements for multi-family development, "2 spaces per dwelling unit plus 1/10 of a space per dwelling unit shall be provided for guest parking. A minimum of 1 space per dwelling unit shall be provided in an attached or underground garage."
    1. The applicant will provide 970 parking spaces in total.
  - c. Based on their summary, a Planned Unit Development (PUD) Ordinance to allow for flexibility from certain Zoning Code requirements would be needed.
9. General Comments:
  - a. Waukesha County will be the approving authority on the roadway improvements and access permitting along CTH O (Moorland Rd.).
  - b. A TIA dated August 26, 2023 has been submitted and approved by Waukesha County.
  - c. A traffic signal is warranted.
  - d. Provide a sidewalk along Moorland Road from Greenfield Avenue to the New Berlin Bike Trail. Installation and maintenance to be completed by the developer. Development Agreement will be required.
  - e. Provide pedestrian connections internal to the development.
  - f. Site layouts should include landscaping, sustainable features, and signage and/or banners to promote Greenfield Avenue as a major gateway to the City.
  - g. See the Development Handbook for public infrastructure requirements.
  - h. Gateway signage for the City of New Berlin is required per previous agreement.
  - i. Landscape plans shall meet the requirements of 275-53 through 275-56 of the Zoning Code.
  - j. A tree inventory has been provided.
    1. Provide a tree replacement schedule.
    2. Approval of the landscape plan and payment of all installation and maintenance sureties is required.
10. The impetus for the 2030 Comprehensive Plan update (Chapter 10 – Land Use & Chapter 11 – Neighborhood A, Greenfield Avenue)
  - i. Minor editing and overall format update for the 2030 Comprehensive Plan layout.

## **Rationale:**

The Comprehensive Plan includes the following statements regarding this area:

### **1. Chapter 11: Neighborhood A: Greenfield Avenue:**

#### **Planning Context / Vision / Development Policies:**

##### ***Vision Neighborhood A:***

- *Greenfield Avenue will be a mixed commercial and residential corridor, and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.*

##### ***Development Policies:***

- *Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.*
- *Tighten non-conforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out non-conforming commercial uses over time.*
- *Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.*
- *Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.*
- *Address flooding and localized drainage issues along the eastern portion of the neighborhood.*
- *Encourage land combinations that accommodate future development options.*

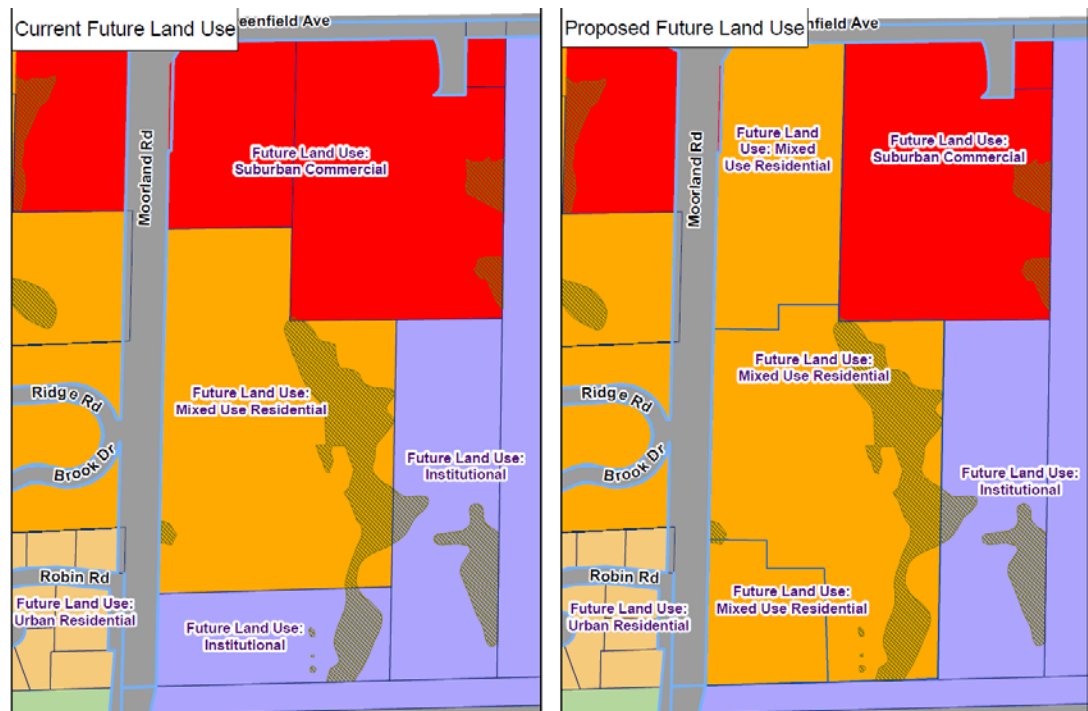
##### ***Land Use:***

- See request above.

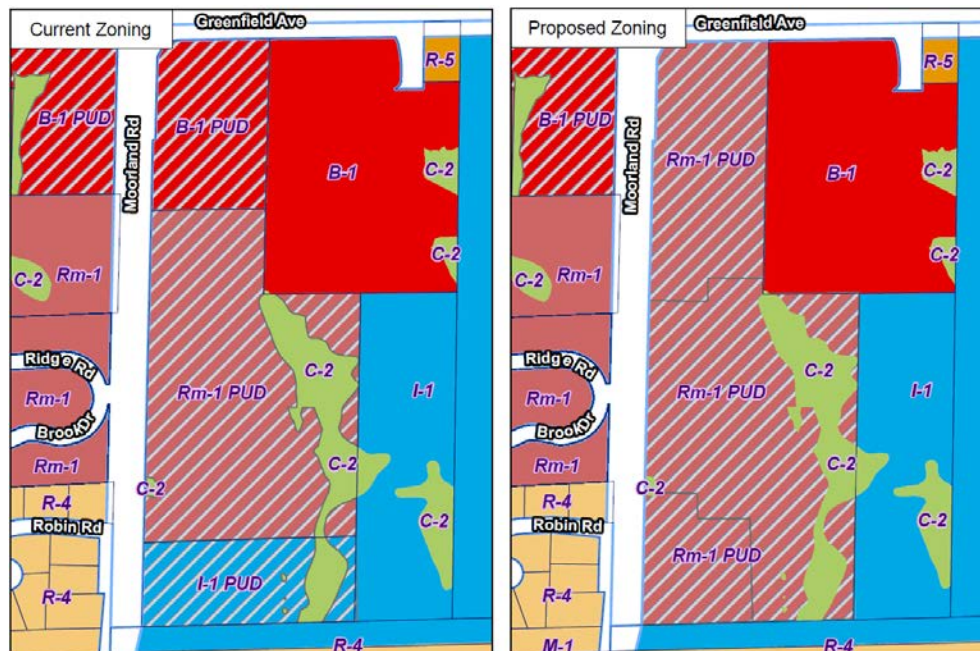
### **2. Chapter 10: Land Use:**

- ***Current Future Land Use Map: Suburban Commercial, Mixed Use Residential and Institutional***
- ***2030 Future Land Use Map Suggestion: Mixed Use Residential***





The corresponding zoning district is Rm-1/PUD (Multiple-Family Residential District / The Conservancy PUD), (See File #: RZ-2500071) (\*Note, the parcel located at 15201 W. Greenfield Avenue was rezoned from R-5 to B-1 by a previous application file #: RZ-2400416). The map will be updated with this request.



3. **Chapter 22: Implementation:** Yes, this request meets the intent of this Chapter.

***Amending the Plan***

- *This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year. Suggestions for amendments can be brought forward by City staff, officials, and/or residents, and should be consistent with the overall vision of the Plan. Proposed amendments could originate in any of the following way:*
  - *Amendments proposed as corrections of clerical or administrative errors, mapping errors, and updated data for text, tables, and maps. Such amendments would be drafted by City staff.*
  - *Amendments proposed as a result of discussions between officials and citizens.*
  - *Amendments proposed as a result of recommendations discussed during a City planning process.*
- *When a change is proposed, it should follow this general procedure:*
  - *Recommendation by the Plan Commission to conduct a review process for the proposed amendment.*
  - *Facilitation of public hearings as required by applicable Wisconsin State Statutes and/or ordinances.*
  - *Recommendation from the Plan Commission to the Common Council.*
  - *Consideration and decisions by the Common Council.*

***Plan Element Consistency***

- *As future amendments and updates are made, consistency between the Plan elements must be ensured.*  
The applicant has submitted requests to the City to amend the Comprehensive Plan / Future Land Use Map and rezone the property, so the request meets the consistency requirements.

**D.R.C. RECOMMENDATION:**

Recommend to Plan Commission adoption of Resolution #2025-05 that approves the general amendments to the 2030 Comprehensive Plan Chapter 10 and Chapter 11 including the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from Suburban Commercial, Mixed Residential and Institutional to Mixed Use Residential and forward to the Common Council for their review and approval by Ordinance.

**Attachments:**

Location Map  
Zoning Comparison Map  
Future Land Use Comparison Map  
Applicant Letter  
Concept Master Plan & Associated Documents

Draft Chapters – Minor Edits as part of the 2030 Update\*

- Chapter 11 – Neighborhood A – Greenfield Avenue
- Chapter 10 – Land Use

Resolution # 2025-05

Ordinance # 2703

*\*These chapters may need additional editing as we move through the overall 2030 Update & review all chapters over the next 6 months.*



April 17, 2025

Mr. Greg Kessler  
Director  
City of New Berlin – Department of Community Development  
3805 S. Casper Drive  
New Berlin, WI 53151

Ms. Nikki Jones  
Deputy Director  
City of New Berlin - Department of Community Development  
3805 S. Casper Drive  
New Berlin, WI 53151

Dear Mr. Kessler and Ms. Jones:

In recent days, Wimmer Communities (“Wimmer” or “we”) and the City of New Berlin Department of Community Development (“Department”) have discussed certain design modifications to Wimmer’s proposed mixed-use “town center”-style development known as The Conservancy at the southeast corner of Moorland Road and Greenfield Avenue.

Wimmer does hereby seek to amend its prior applications dated January 10, 2025 for the Comprehensive Plan Amendment and Rezoning to reflect the modified land plan and revised PUD zoning data, as further described herein and illustrated in the enclosed materials.

As discussed, Wimmer’s requested design modifications would replace the initially proposed eight 4-unit buildings known as The Meadows with two 35-unit buildings (similarly referred to as “Meadows North” and “Meadows South”). Whereas the original eight 4-unit Meadows buildings were designed as two-story private walk-up style buildings with attached garages, the two new 35-unit Meadows buildings are designed as three-story buildings (two full floors and a partial third floor) with common entrances and a lower-level parking garage.

In support of Wimmer’s request to amend its prior application for the Comprehensive Plan Amendment and Rezoning for The Conservancy, the following materials are enclosed with this correspondence:

Distinctive Residential Communities

5300 S. 108th Street, Suite 1, Hales Corners, WI 53130-1331  
Phone: 414-529-3900 Fax: 414-529-5348  
[www.wimmercommunities.com](http://www.wimmercommunities.com)



- Revised Site Plan dated April 17, 2025, prepared by Mr. Christopher Jackson, P.E., P.L.S., of JSD, Inc.
- Revised Artistic Site Plan prepared by Mr. Doug Buster of Wimmer Design.
- Artistic elevation of new proposed Meadows North/Meadows South building, prepared by Mr. Buster.
- PUD Zoning Data Table (April 17, 2025 Update) prepared by Wimmer to illustrate the zoning characteristics of its Revised Multi-Family Design by comparison both to its Initial Multi-Family Design and the underlying standards of the Rm-1 Multiple-Family Residential District.
- Master Land Use Plan Data Table providing all unit counts, parking counts, and parking ratio information for Wimmer's modified development design.

Pursuant to our phone discussion with Ms. Jones on April 14<sup>th</sup>, we understand that new Development Permit Applications will not be required in support of this requested amendment to our prior applications for the Comprehensive Plan Amendment and Rezoning, nor are additional fees or deposits due at this time.

Further, we understand from the abovementioned phone discussion that the Department will accept certain revised supporting materials to follow in the near term, including our revised Development Report, architectural plans for the new Meadows buildings, and revised civil plans that reflect the proposed site design as modified.

Lastly, we understand that our amended application for the Comprehensive Plan Amendment and Rezoning will be considered at a public hearing before the Plan Commission at its meeting on June 2, 2025. We respectfully request that the Plan Commission issue its recommendation for approval of the Comprehensive Plan Amendment, Rezoning, and Land Division (which latter application remains unchanged) at its regularly scheduled meeting that same evening.

We appreciate the City's continued support for The Conservancy and for its cooperation in advancing this landmark neighborhood development with a design that optimizes its potential and ensures that it remains financially feasible, all without financial assistance from the City.

Please do not hesitate to reach out to me and Nick Wimmer with any questions or requests for additional information regarding The Conservancy.

Yours Very Truly,



David T. Wimmer  
Corporate Counsel  
Wimmer Communities

Encl.

CC: Mark J. Wimmer – President, Wimmer Communities  
John J. Wimmer – Executive Vice President, Wimmer Communities  
Nicholas X. Wimmer – Vice President of Project Development, Wimmer Communities  
Tammy Simonson – City Engineer, City of New Berlin  
Nicole Hewitt – Division Engineer – Storm Water, City of New Berlin  
Kristen Hogan – Principal Planner, City of New Berlin  
Kelly Wall – Principal Planner, City of New Berlin



Supporting Documentation  
For the

- Modification of New Berlin’s Comprehensive Plan
  - Amendment of PUD Ordinance No. 2679
- And
- Adoption of a Certified Survey Map  
To facilitate development of

T H E  
CONSERVANCY



CONSERVANCY

A Multi-Use Development of the Southeast Quadrant Moorland and Greenfield  
City of New Berlin

CONTENTS

- Introduction
- Background
- Existing Condition
  - ALTA Survey prior to August 2024 CSM
  - CSM Recorded August 2024
- New Town Neighborhood Concept
- Master Land Use Plan
  - Proposed CSM
- Campus Improvements
  - Site Information
  - Civil Plans
    - Site Plans
    - Grading Plan
      - Retaining Walls
    - Storm Water Plan
    - Sanitary Sewer Plan
      - Proposed Easement
    - Water Plan
      - Proposed Easement
    - Erosion Control
    - Tree Inventory
- Neighborhood Buildings
  - Conservancy Center
    - Elevations - Massing
    - Parking Level
    - Floor Plates
  - The Conservator
    - Elevations - Massing
    - Parking Level
    - Floor Plates
  - Woodlands Residences
    - Elevations - Massing
    - Parking Level
    - Floor Plates
  - Meadows Residences
    - Elevations - Massing
    - Floor Plates
  - The Conservancy Resident Club
    - Elevations - Massing
    - Floor Plates
  - Neighborhood Amenities
    - Resident Club with Pool and Fitness Center
    - Conservancy Trail
    - Neighborhood Playground
    - New Berlin Recreation Trail
    - Resident Pet Run
- Community Benefits
- Funding and Timeline
- Operations
- Wimmer Communities
- Appendix
  - Proposed PUD Zoning Data Table
  - Fire Department Access Plan
  - Conceptual Entry Monument



# T H E CONSERVANCY

## A NEIGHBORHOOD RESERVE

This Report is submitted in support of Wimmer Communities' application for a modification of the City of New Berlin's Comprehensive Plan and Amendment of the PUD Ordinance No. 2679 for the property identified as Tax Key Numbers NBC 1158989001, NBC 1158989002, and NBC 1158989003 and approval of a redivision of the parcels by Certified Survey Map to create three (3) parcels for the development of the southeast quadrant of the intersection of Moorland and Greenfield Avenue located in the City of New Berlin creating a unique multi-use Master Planned Neighborhood offering Retail, Office, Residential and Recreational uses. The Conservancy offers a complete neighborhood serving all needs of its residents interwoven with walkable convenience, nature trails, and the love of the land where 66% percent of its Campus is set aside for Woodlands, Wetlands, Ponds and Green space.

Arrival at The Conservancy is in the heart of the Conservancy Center, providing ground level boutiques, retail services, offices and dining. In the shadows of the Clock Tower Information Center is the nature-inspired Resident Club, which offers Resident Event Space, Fitness Center, Pool, Sundeck, and Administrative Offices just steps away from the trailhead of Conservancy Reserve.

From there, Conservancy Parkway weaves between dynamic neighborhoods of architecturally diverse, multifamily Homes. The Woodlands Residences feature underground parking, elevator access, and balconies providing a stunning overlook to the Reserve, while The Meadows Residences offer private entries, garages and motor courts.

Anchoring the Conservancy at the intersection of Moorland Road and Greenfield Avenue is the dynamic Conservator, an architecturally stunning landmark, announcing your arrival to a new way of living.





# BACKGROUND

The Intersection of Moorland Road and Greenfield Avenue immediately south of Interstate 94 has developed into a bustling transportation hub since its early days as rural farms and homesteads expanded westward from the growing urbanization of western Milwaukee County.



Commercial development of the land adjoining this intersection was challenged by the poor soil of the Deer Creek waterway until the 1970s, as the demand for Interstate proximity grew. While neighboring parcels developed, however, the site of The Conservancy remained in its rural condition for future expansion of the adjoining Highland Park Cemetery. In the early 2000's, Highland Park reconsidered that future use and allowed multiple Development Proposals to be advanced to the City of New Berlin, none of which came to fruition. The City articulated a vision of future development for the site as recently as its updated "2030 Comprehensive Plan," identified as the North Moorland Road Corridor within Neighborhood "A" - Greenfield Avenue.

THE  
CONSERVANCY

Recognizing the Site as a Gateway, the City envisioned a mix of Commercial and Residential uses, with 17 specific guidelines to achieve the Vision as identified in Chapter 11 of the “2030 Comprehensive Plan.”

The Conservancy incorporates those goals in its development program offering:

- 1) Signature, well-designed buildings with unique architectural features.
- 2) Commercial and Residential uses.
- 3) Incorporation of these guidelines to support land use approval as a Planned Unit Development.
- 4) Prominent Gateway Signage and Landscaping.
- 5) Traffic management in compliance with Waukesha County requirements inclusive of a primary signalized entry and secondary limited access points.
- 6) Inclusion of off-road sidewalk paths and the New Berlin Recreation Trail connection.
- 7) Timely construction and public access to the public road improvements.
- 8) Neighborhood Water Main looping and Sanitary Sewer connection.
- 9) Creative solutions to

groundwater and stormwater quality.

- 10) Adoption of designs to minimize storm water quantity.



- 11) Protection of Woodlands and Wetlands.
- 12) Ensure a cohesive and coordinated development pattern with adjoining uses.
- 13) Interconnection with Walmart is a stated guideline, however, that goal was contemplated between like-kind uses and is no longer considered a factor in neighborhood traffic relief.
- 14) Construct public infrastructure to municipal standards.
- 15) Provide dedication of public easements supporting public infrastructure.

- 16) Require financial surety ensuring completion and cost contributions as appropriate.
- 17) Utility expenses shall be at the expense of the Developer.



Wimmer Communities acquired the 33.76 acre parcel in August 2024 and has incorporated the Development vision identified as desirable to the City in this new neighborhood to strengthen the creation of identity and sense of place where pedestrian “walkability” and celebration of its natural environment distinguishes itself as a “live, work, play” neighborhood where a Resident has access to all amenities through the Conservancy Campus.

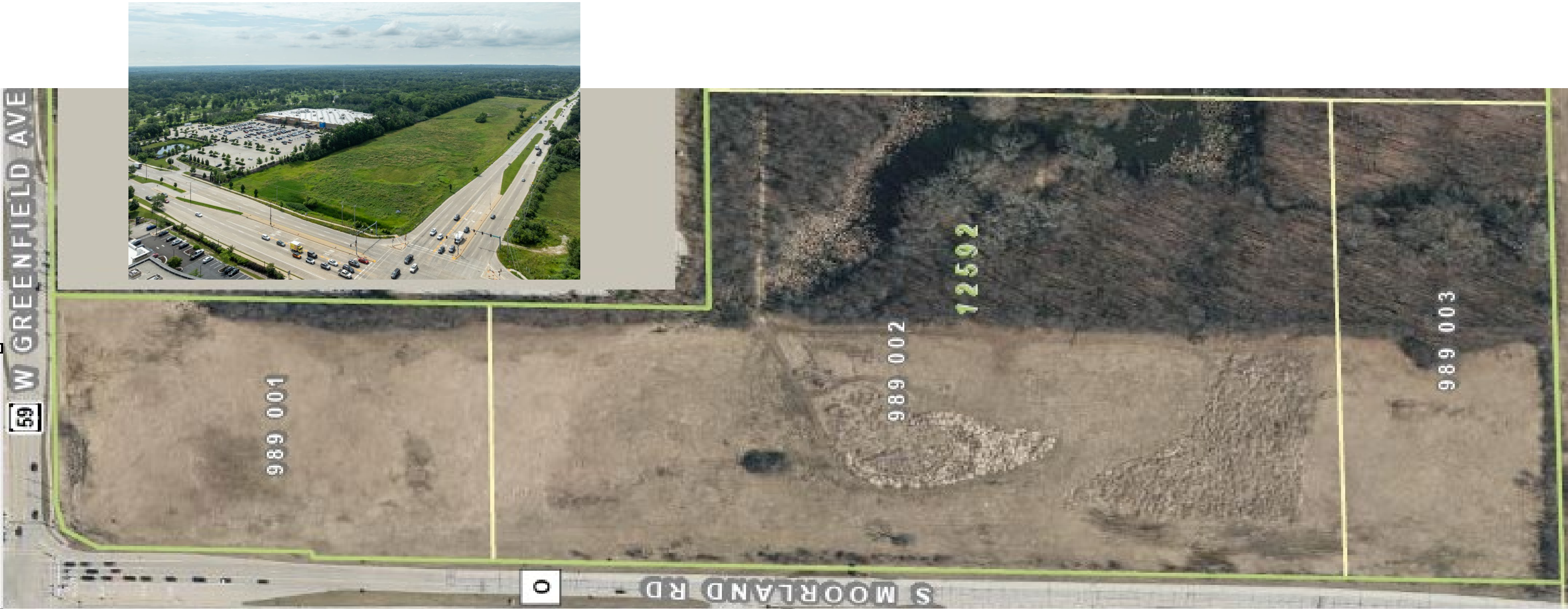


# Existing Conditions

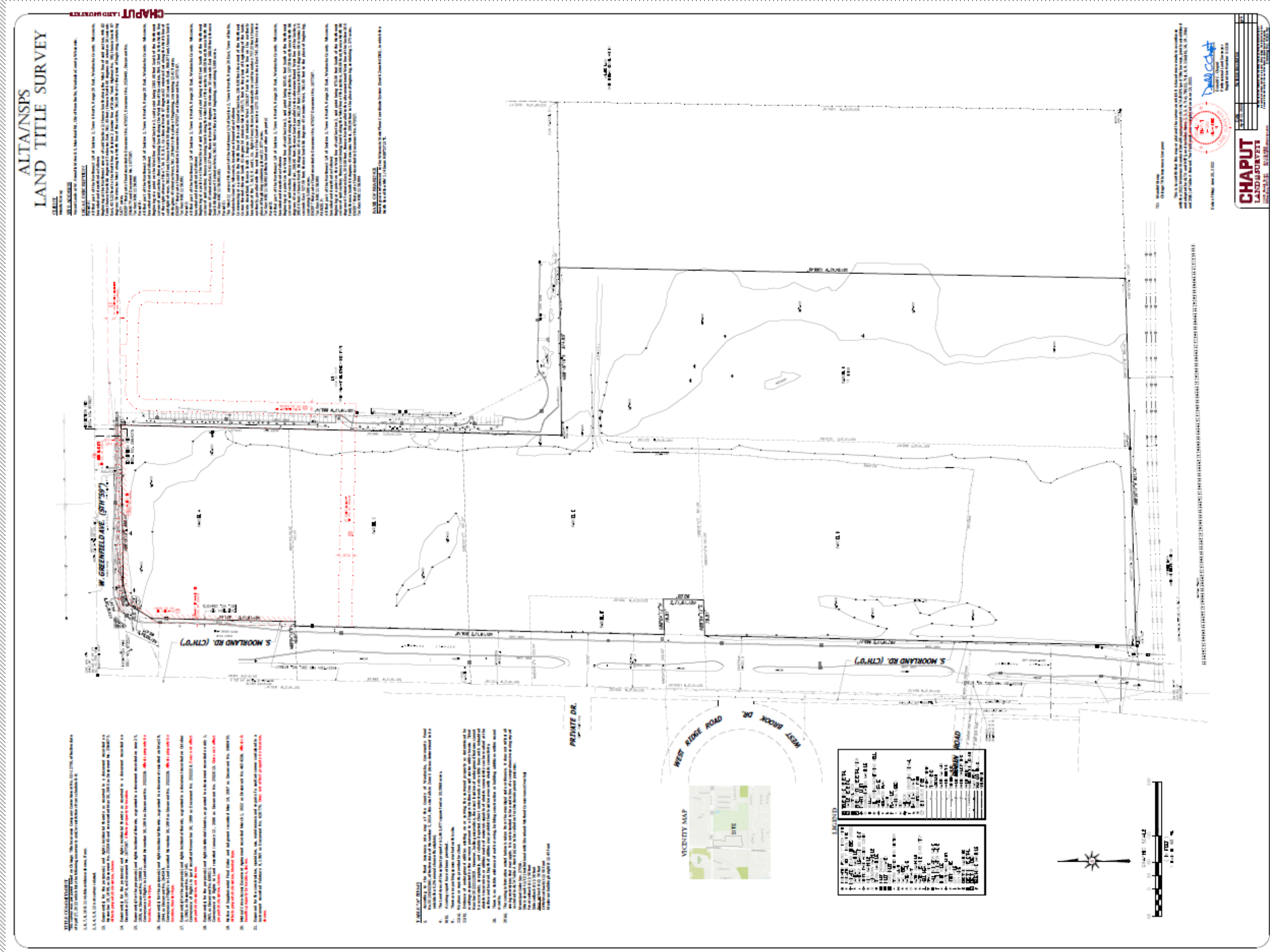
A Multi-Use Development  
of the Southeast Quadrant Moorland and Greenfield

# THE CONSERVANCY

| Existing Development District Property |                |               |         |                     |                   |
|----------------------------------------|----------------|---------------|---------|---------------------|-------------------|
| Address                                | Tax Key        | Business Name | Acreage | 2024 Assessed Value | 2024 Property Tax |
| Unassigned Street Address              | NBC 1158989001 | Vacant Land   | 6.528   | \$0                 | \$0               |
| Unassigned Street Address              | NBC 1158989002 | Vacant Land   | 21.108  | \$0                 | \$0               |
| Unassigned Street Address              | NBC 1158989003 | Vacant Land   | 6.126   | \$0                 | \$0               |
| TOTAL :                                |                |               | 33.76   | \$0                 | \$0               |

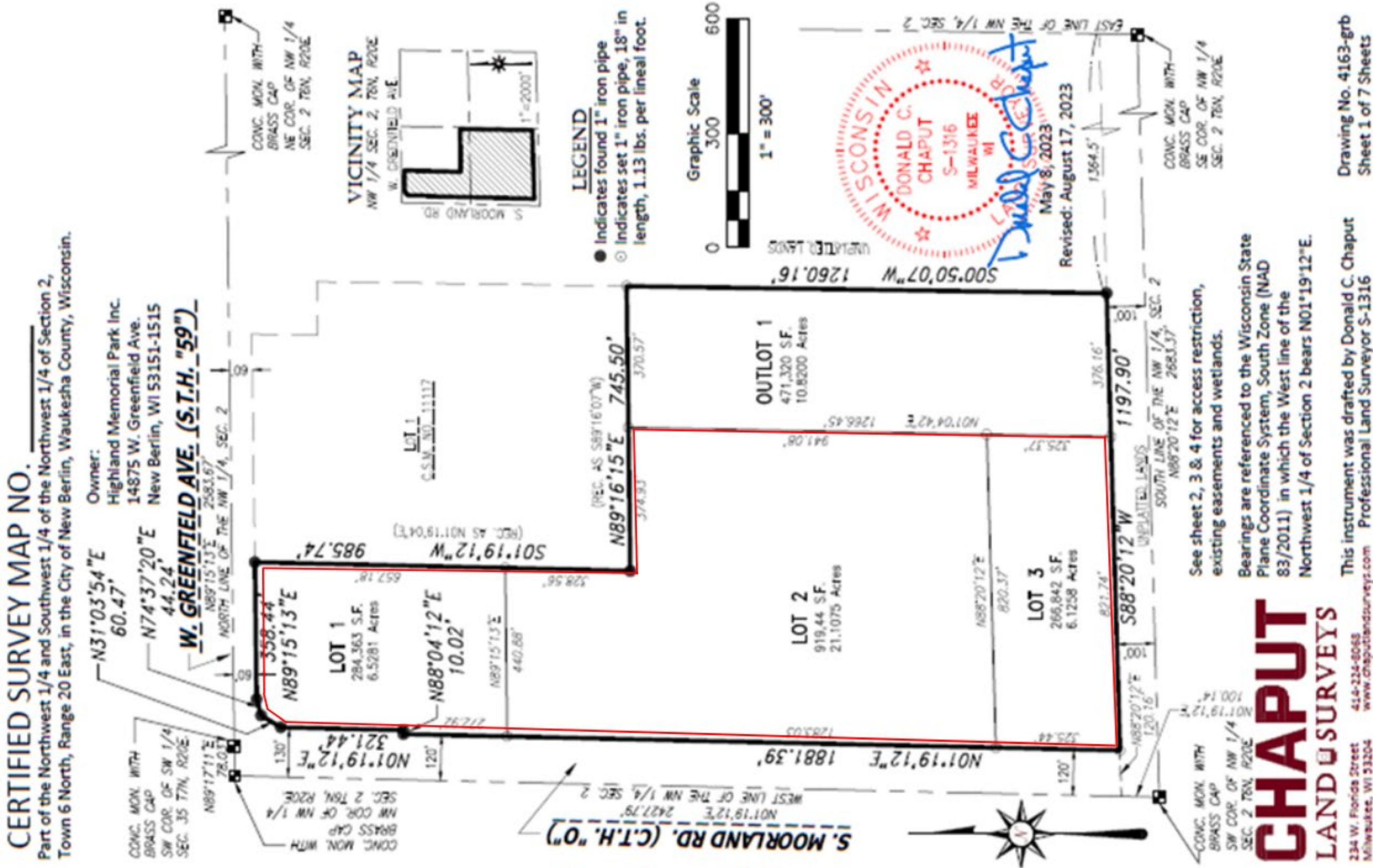


**THE CONSERVANCY**  
**A NEIGHBORHOOD RESERVE**  
**ALTA SURVEY – Prior to Aug 2024 CSM**





THE CONSERVANCY  
A NEIGHBORHOOD RESERVE  
Approved CSM – Recorded August 2024



Project Site



# T H E CONSERVANCY

## Sense of Place

*A Neighborhood Town Center is designed to offer the heart and soul of community. It cultivates a sense of place, of belonging, to not only those who live there, but also those who visit.*

*The Conservancy is a multi-use development that will foster a sense of community and connectedness through its walkable, integrated open-air spaces. Restaurants and shops will recreate the town square of yesterday and a sophisticated lifestyle.*

## Neighborhood of Tomorrow

*The neighborhood of tomorrow offers everyday needs within reach, without having to rely on a car to navigate locations for work, wellness, shopping and entertainment. Residents of The Conservancy will enjoy a multitude of amenities within their neighborhood, such as the Resident Club with a pool, fitness center, remote workspace and coffee shop, recreation trails, a playground, sidewalks, and a dog run. Restaurants and shopping create a vibrant street life, all at the threshold of a wide selection of luxury living options.*

## A NEIGHBORHOOD TOWN CENTER

For more than 50 years suburbanization has been the dominant force in America's metropolitan growth and development, so much so that today more Americans live in suburbs than anywhere else. At the same time, there is a powerful desire among suburbanites to recreate the sense of community and connectedness that was integral to a mixed-use environment, without living downtown.

Suburbanites want the amenities of a sophisticated lifestyle in their own neighborhood, or in other words – a Town Center.

What is a Town Center? According to a study by the Urban Land Institute, "A town center is an enduring, walkable, and integrated open-air, multi-use development that is organized around a clearly identifiable and energized public realm where citizens can gather and strengthen their community bonds. It is anchored by retail, dining, and leisure uses, as well as by vertical or horizontal residential uses. At least one other type of development is included in a town center, such as office, hospitality, civic and cultural uses. Over time, a town center should evolve into the densest, most compact, and most diverse part of a community, with strong connections to its surroundings."

-- Ten Principles for Developing Successful Town Centers  
Urban Land Institute

## Focus on Making Life Fun

*The Conservancy is focused on making life fun. It will be a place to gather, to enjoy the company of neighbors, meet for coffee, have drinks with buddies and dinner with friends. Residents and guests alike will enjoy recreation trails and the scenic beauty of an old oak forest, ponds and wetlands within this private campus.*

*Residents will enjoy freedom from their cars by walking to shops, restaurants and the Resident Club for a workout, swim, or social gathering.*

## Respect for the Land

*The goal of sustainability is to be environmentally responsible and physically enduring, to create a memorable place that makes people want to return often. It is well connected to the surrounding streets, open space and trails and to places where people can access transportation.*

*The Conservancy will fulfill these goals through preservation of woods and wetlands, while creating new park areas and private woodland paths, pedestrian walkways, playground, and connection to the New Berlin Recreation Trail. It is ideally connected to surrounding infrastructure as well as transportation convenience.*



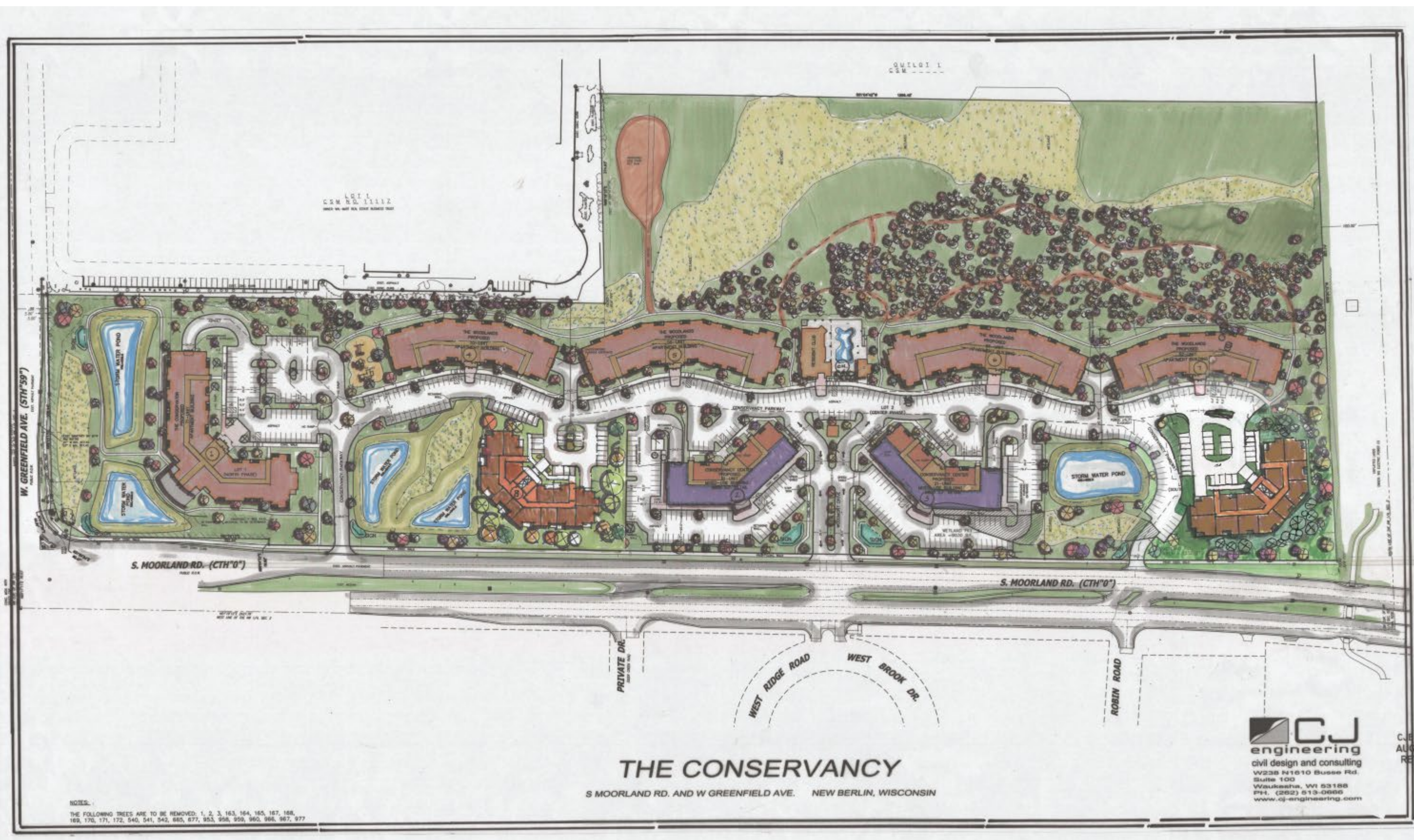
# THE CONSERVANCY

## MASTER LAND USE PLAN

- Development Data Summary Table
- Proposed CSM







NOTES:  
THE FOLLOWING TREES ARE TO BE REMOVED: 1, 2, 3, 163, 164, 165, 167, 168,  
169, 170, 171, 172, 540, 541, 542, 685, 677, 953, 958, 959, 960, 966, 967, 977

# THE CONSERVANCY

S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

**CJ**  
engineering  
civil design and consulting  
W236 N1610 Busse Rd.  
Suite 100  
Waukegan, WI 53186  
PH: (262) 513-0666  
www.cj-engineering.com

CJB  
AUG  
REV



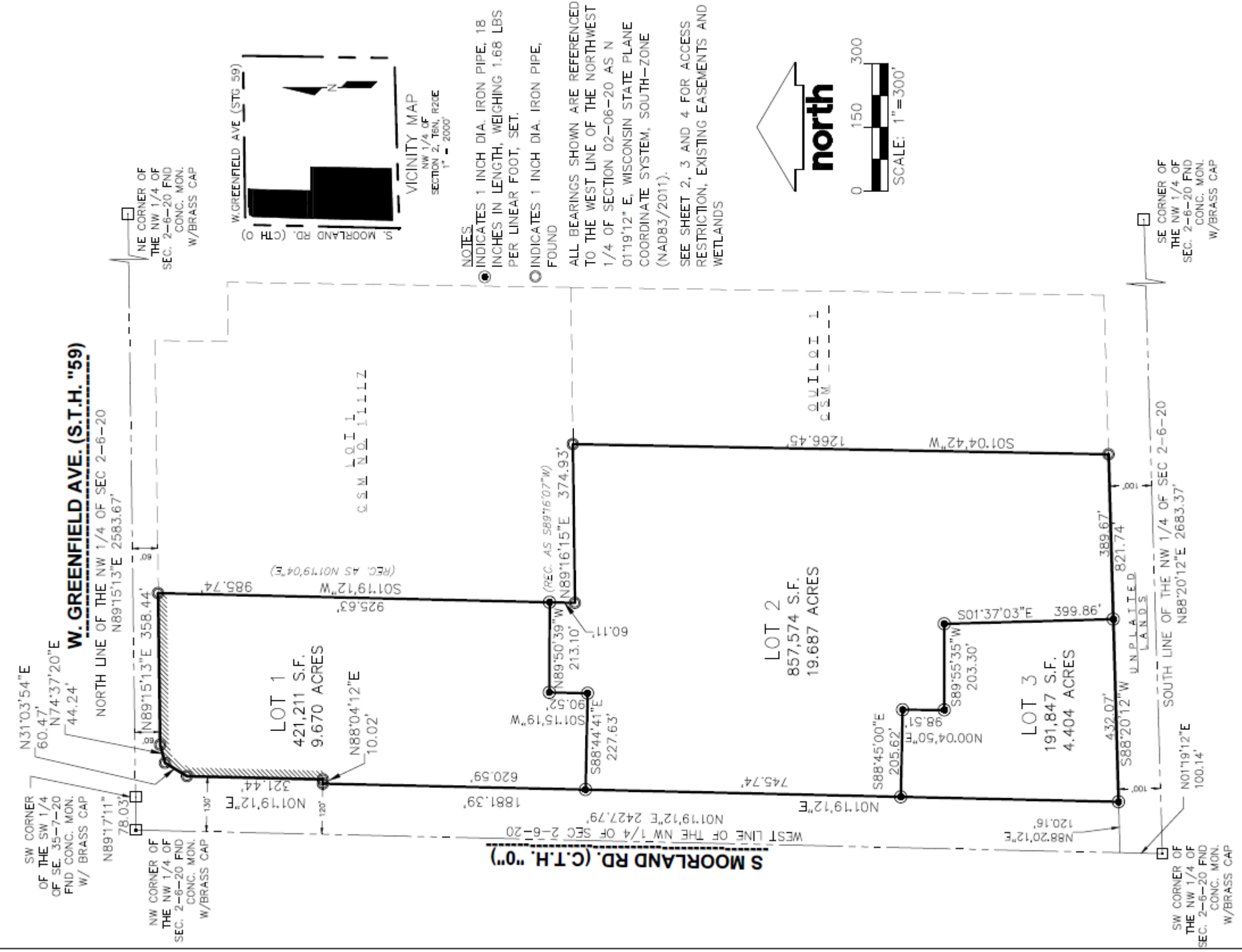
# THE CONSERVANCY

## A NEIGHBORHOOD RESERVE

### PROPOSED CSM

#### CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDIVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.



SURVEYOR:  
CHRISTOPHER A. JACKSON, PLS  
CJ ENGINEERING, LLC  
9205 W. CENTER ST., STE 214  
MILWAUKEE, WI 53213  
(414) 443-1312

OWNER:  
THE CONSERVANCY, LLC  
5300 S. 108TH ST.  
HALES CORNERS, WI 53130

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

SHEET 1 OF 6



# T H E CONSERVANCY

## Campus Improvements

- Site Information
- Civil Grading/Utility Plans
- Moorland Road Improvements





# SITE INFORMATION

## T H E CONSERVANCY

### Ecology

The site is primarily open field boarded by 11 acres of hardwood forest interspersed with five (5) isolated wetland complexes delineated by Heartland Ecological Group in August 2022.

In order to facilitate the alignment of The Conservancy Parkway and Robin Road, while retaining sufficient project access, a Nationwide Wetland Fill Permit will be applied for from the Wisconsin Department of Natural Resources and Army Corps of Engineers. This Fill Permit will authorize the filling of 9,424 sq.ft. of wetlands. A total of 163,305 sq.ft. of wetlands shall be preserved.

### Geotechnical

Geotechnical studies were prepared for the site and revealed clay soils underlay the site and standard construction methods can be employed in the design and construction of the foundations needed for the proposed residential and commercial buildings.

### Environmental

Phase I and II Environmental Site Assessments were conducted by The Sigma Group in 2022. These Reports indicate that no environmentally hazardous filling, dumping, or spills have occurred on the site.

### Vehicular Access and Circulation

The location of The Conservancy provides extraordinary access to Milwaukee and Waukesha County employment, recreational, and cultural centers via Interstate 94 and STH 59 at the Brookfield Interchange access ramps, which are located within one half mile of the site. In addition, Interstate 43 is 3.5 miles south on Moorland.

Primary access to the site's central Commercial District shall be from the signalized intersection of Moorland Road via a private roadway identified as Woodmont Drive.

Conservancy Parkway shall provide through north/south access through the site with its northern terminus on Moorland Road allowing northbound entry and exiting; while southbound entry and exiting shall be prohibited.

Conservancy Parkway shall also interconnect to Moorland Road at its southern terminus opposite Robin Road, allowing northbound entry and exiting as well as southbound entry however southbound exiting shall be prohibited.

To negate area traffic impacts and increase traffic safety Moorland Road improvements shall be funded by the Developer including:

- Median reconstruction prohibits ingress and egress from and to southbound Moorland Road.
- Addition of right-turn entry and exit lanes onto Moorland Road at all three project roadway access locations.
- Signal improvements at the intersection of Moorland Road and Woodmont Drive.

These improvements will be completed as part of the Moorland Road Reconstruction Project slated for 2026 by Waukesha County Department of Public Works. All access has been reviewed and authorized by the Waukesha County Department of Public Works. Traffic Impact Analysis Reports were prepared by TADI (June 15, 2023) and a Traffic Impact Analysis Update #1 (August 26, 2024). Internally, Conservancy Parkway shall interconnect with Woodmont Drive providing internal circulation to all residential and commercial buildings via these private roadways.



# SITE INFORMATION

# THE CONSERVANCY

## Noise Abatement

Abatement of noise from the nearby Moorland Road and Greenfield Avenue will be addressed in the construction of the buildings, which will be in compliance with HUD guidelines of 10 decibels within living areas. Noise reduction results from building placement, landscaping, and building composition. Building structures shall incorporate thicker ceiling and wall sections within walls common to public areas and adjacent to residences with greater insulation, membrane, air spaces, and multiple layers of gypsum board to achieve lower noise levels. Windows shall be constructed of insulating glass, thermal, and vibration breaks. All units shall be mechanically air-conditioned.

## Pedestrian Accessibility

The site is served by Waukesha Metro Route 1 providing transit from Waukesha to the Milwaukee County Regional Medical Center with a bus stop at Brookfield Square Mall.

The Developer shall provide funding for a six (6') public sidewalk to be constructed within the east ROW of Moorland Road from Greenfield Avenue, 2,262' south to the New Berlin Recreation Trail. Sidewalk construction is to be included in the Moorland Road Reconstruction Project slated for 2026 by the Waukesha County Department of Public Works. This sidewalk intersects northbound and eastbound sidewalks accessing shopping, grocery and restaurants within a 15-minute walk.

Internally, private six-foot sidewalks shall be provided throughout the site adjacent to all internal roadways providing pedestrian circulation and access. Pedestrian speed table crosswalks shall be constructed at key intersections of internal roadways. These crosswalks shall be differentiated from the traffic aisles by use of a differentiating red concrete and are slightly elevated to provide traffic “quieting” on Woodmont Drive and Conservancy Parkway.

## Streetscape and Landscape

The Conservancy has been designed to install a unique sense of place in its exterior public areas to foster feelings of neighborhood, activation, and safety in order to develop unique, creative, and meaningful people spaces for the new intergenerational community.

- **Streetscapes and Vehicular use areas along Moorland and Greenfield Roads provide access to new internal streets and building entries, Including:**
  - Hardscape/paving treatment
  - Seating/rest/gathering areas
  - Sidewalk and pathway treatments
  - Bike access and facilities
  - Parking design
  - Lighting fixtures or illumination
  - Parkway tree landscape planting
  - Site furniture
- **Site Perimeter/Interior Building Foundations/Edges**
  - Extensive landscape planting and buffers
  - Landscape lighting and illumination
  - Landscape specialty element, features and public art
  - Building signage and wayfinding elements



# SITE INFORMATION

## T H E CONSERVANCY

- **Special Amenity “People Spaces”**

- The Conservancy Reserve
- Village Center featured Clock Tower Information Center
- Hardscape treatments
- Ornamental railings, canopies, gates, lattice, screening elements
- Dog walk facilities
- Neighborhood gardening experience
- Pond edge and “water feature” treatment
- Natural area edge transition landscape character
- Raised curb/seat wall planting areas
- Children’s Playground
- Outdoor barbeque area experience
- Community Center fire ring
- Outdoor Fitness/Yoga lawns
- Outdoor event programming on the Village Green
- Outdoor furniture
- Community wayfinding signage (featuring entry signage, directional, identification and regulatory signage and community kiosk)

### **New Berlin Gateway Monument**

As the most heavily trafficked arterial roadway through the City of New Berlin, Moorland Road at Greenfield Avenue is the primary northern Gateway to the City of New Berlin with over 60,000 vehicles daily. With the intent to construct a monument announcing entry to the City, New Berlin acquired a .42 acre parcel 1208’ south of the intersection at Moorland. The Developer and City executed and recorded an agreement in August 2024 whereby the Developer will fund, construct, and dedicate this Municipal Monument at a more highly visible location on Developer’s property, within 60 feet of the intersection.

### **New Berlin Recreational Trail**

The 7-mile New Berlin Recreational Trail follows the historic Interurban Rail right-of-way, offering bicyclists and runners alike, a scenic paved route through the City of New Berlin to West Allis on the east and Waukesha on the west. This community gem borders the Conservancy on its southern property line for 822 feet.

### **Signage**

Uniform high-quality Signage standards provide an accurate unique sense of place while assisting visitors’ navigational ease, business exposure, and site parking organization.

### **Neighborhood Entry Monuments**

Signature Conservancy sculptural timber Monuments with integrated landscape planters and backlit cut letters on a stone structure shall be constructed at the following locations:

- Primary project identification to be placed on the masonry retaining wall north of The Conservator facing the intersection of Moorland Road and Greenfield Avenue
- Northeast corner of Moorland Road and Conservancy Parkway
- Northeast and southeast corner of Moorland Road and Woodmont Drive
- Southeast Corner of Moorland Road and Conservancy Parkway

### **Resident Club Community Message Board**

The Signature Village Center Clock Town Information Center with integrated digital message board shall identify the Resident Club and provide communications of Resident-related special events, fitness courses, and Resident specific information.

### **Resident Club Lobby Entry**

Backlit cut letters shall be located on the lobby entry.



# SITE INFORMATION

# THE CONSERVANCY

## Signage

### Retail and Office Identification

Retail and office space tenants shall be provided backlit cut letter business identification space located as designed either on the building exterior wall or canopy above their respective Retail business or Offices.

### Building Lobby Identification

Signature Conservancy Sculptural Light Monuments with integrated landscape planters and backlit cut letters on a stone structure shall be constructed at each Meadow, Woodland and The Conservator motorcourts and Building lobbies.

### Traffic, Parking, and Directional Signage

Individual wayfinding signage shall be located throughout the Project with contemporary black metal standards.

## Lighting

Private community lighting is provided by decorative Village Center lights on nine-foot decorative poles with banner standards for seasonal décor and shall be located appropriately throughout the site.

## Storm Water Management

Roof and paved surfaces within this Development are collected by surface swales and an extensive storm sewer collection system, which discharges to a variety of storm water management facilities including:

- Four (4) featured wet detention ponds with fountain aeration and lighting

These facilities will provide both storm water detention and water clarity functions as required by the City of New Berlin and the Milwaukee Metropolitan Sewage District (MMSD). Such requirements in general require that the post-development rate of storm water discharge of the site from all impervious surfaces shall not exceed that which existed prior to the proposed development.

## Water Utility

A system of interconnected new 8” and 12” water mains within the site provides service loops to the two (2) points of connection with the existing water mains at the west property line of the Walmart parcel (12”) and Moorland Road at Robin Road (16”) providing service redundancy and pressure support.

## Sewer Utility

New 8” and 10” sanitary sewer mains shall be extended from Greenfield Avenue (27”) and Moorland Road (8”) to service The Conservancy facilities.

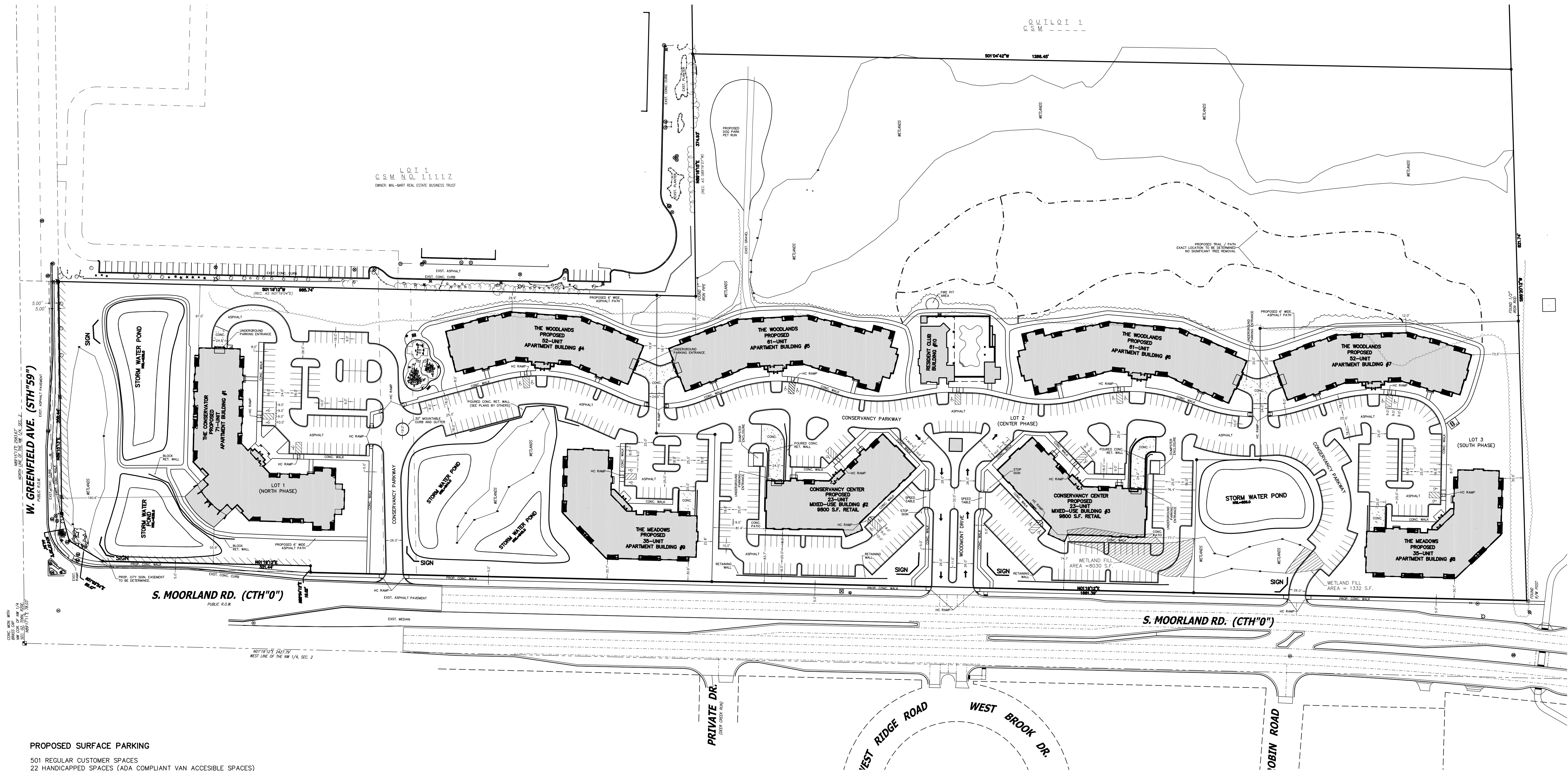


# T H E CONSERVANCY

CIVIL GRADING / UTILITY PLANS





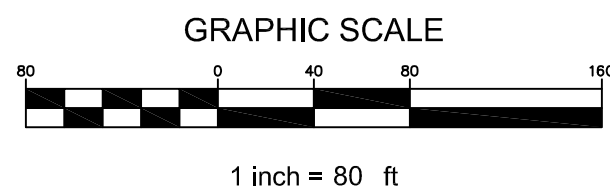


**PROPOSED SURFACE PARKING**

501 REGULAR CUSTOMER SPACES  
22 HANDICAPPED SPACES (ADA COMPLIANT VAN ACCESSIBLE SPACES)  
523 TOTAL SPACES

|                    | North Phase |      | Center Phase |      | South Phase |      | TOTAL     |      |
|--------------------|-------------|------|--------------|------|-------------|------|-----------|------|
|                    | Sq. Ft.     | %    | Sq. Ft.      | %    | Sq. Ft.     | %    | Sq. Ft.   | %    |
| Building Coverage  | 76,451      | 18%  | 97,366       | 11%  | 43,278      | 23%  | 217,095   | 15%  |
| Sidewalk & Parking | 91,358      | 22%  | 155,356      | 18%  | 50,727      | 26%  | 297,441   | 20%  |
| Green Space Total  | 253,402     | 60%  | 604,852      | 71%  | 97,842      | 51%  | 956,096   | 65%  |
| Unrestricted       | 230,083     | 55%  | 471,307      | 55%  | 91,401      | 48%  | 792,791   | 54%  |
| Wetlands           | 23,319      | 6%   | 133,545      | 16%  | 6,441       | 3%   | 163,305   | 11%  |
| Total Site         | 421,211     | 100% | 857,574      | 100% | 191,847     | 100% | 1,470,632 | 100% |
| Acres              | 9.670       |      | 19.687       |      | 4.404       |      | 33.761    |      |
| Open Space(1)      | 344,760     | 82%  | 760,208      | 89%  | 148,569     | 77%  | 1,253,537 | 85%  |
| Acres              | 7.915       |      | 17.452       |      | 3.411       |      | 28.777    |      |
| Floor Area         |             |      |              |      |             |      |           |      |
| Floor Area Ratio   |             |      |              |      |             |      |           |      |

(1) Sidewalk, Parking, and Green Space

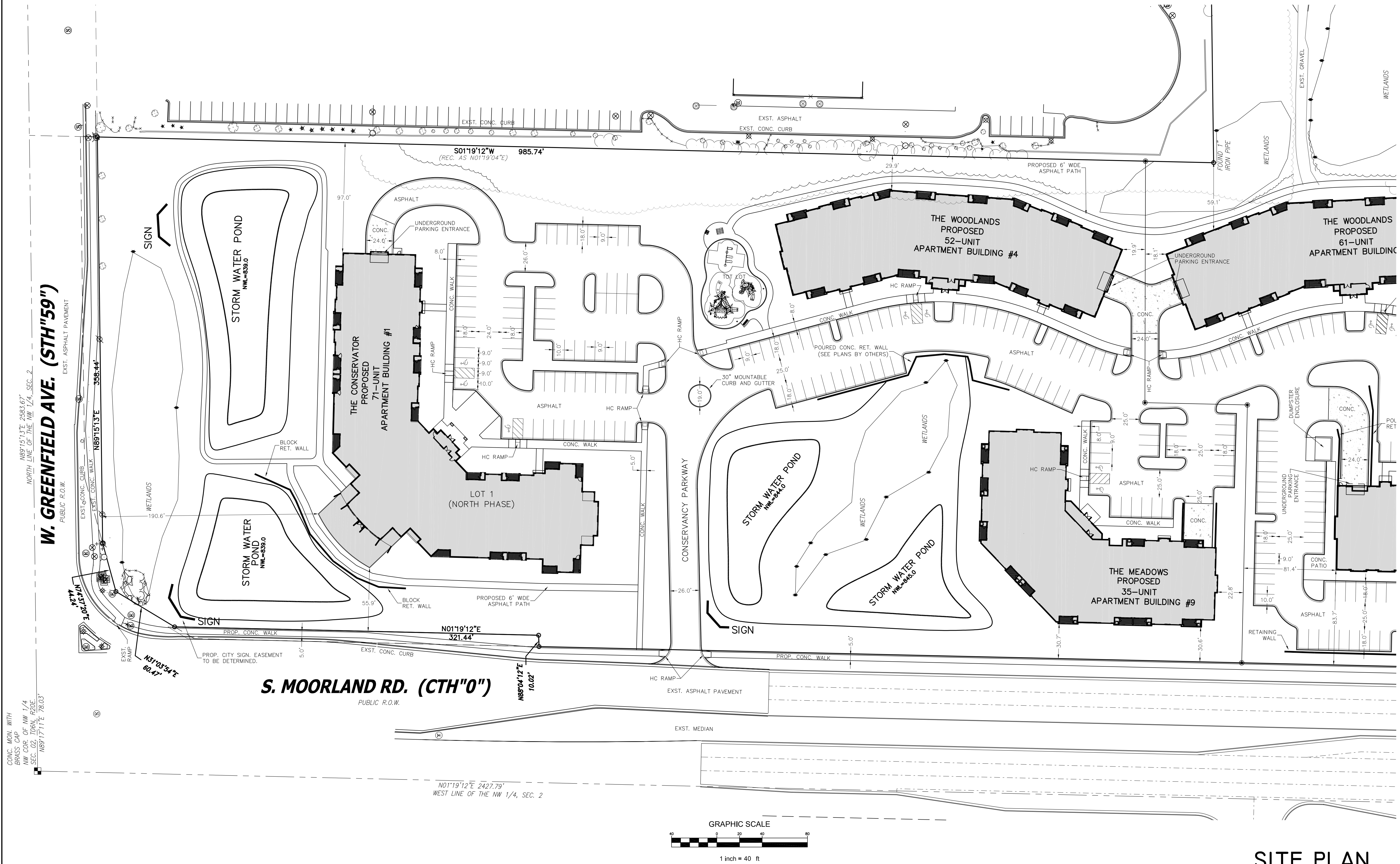


**THE CONSERVANCY**  
S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

CJE NO.: 2434R6  
AUGUST 23, 2024  
REV: 01/08/25  
REV: 04/17/25

**SITE PLAN C1.0**

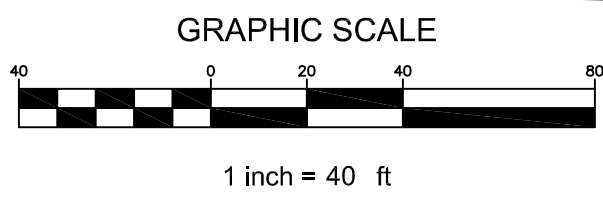




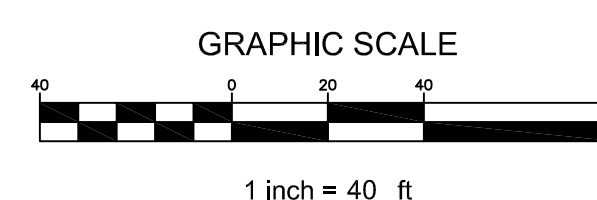
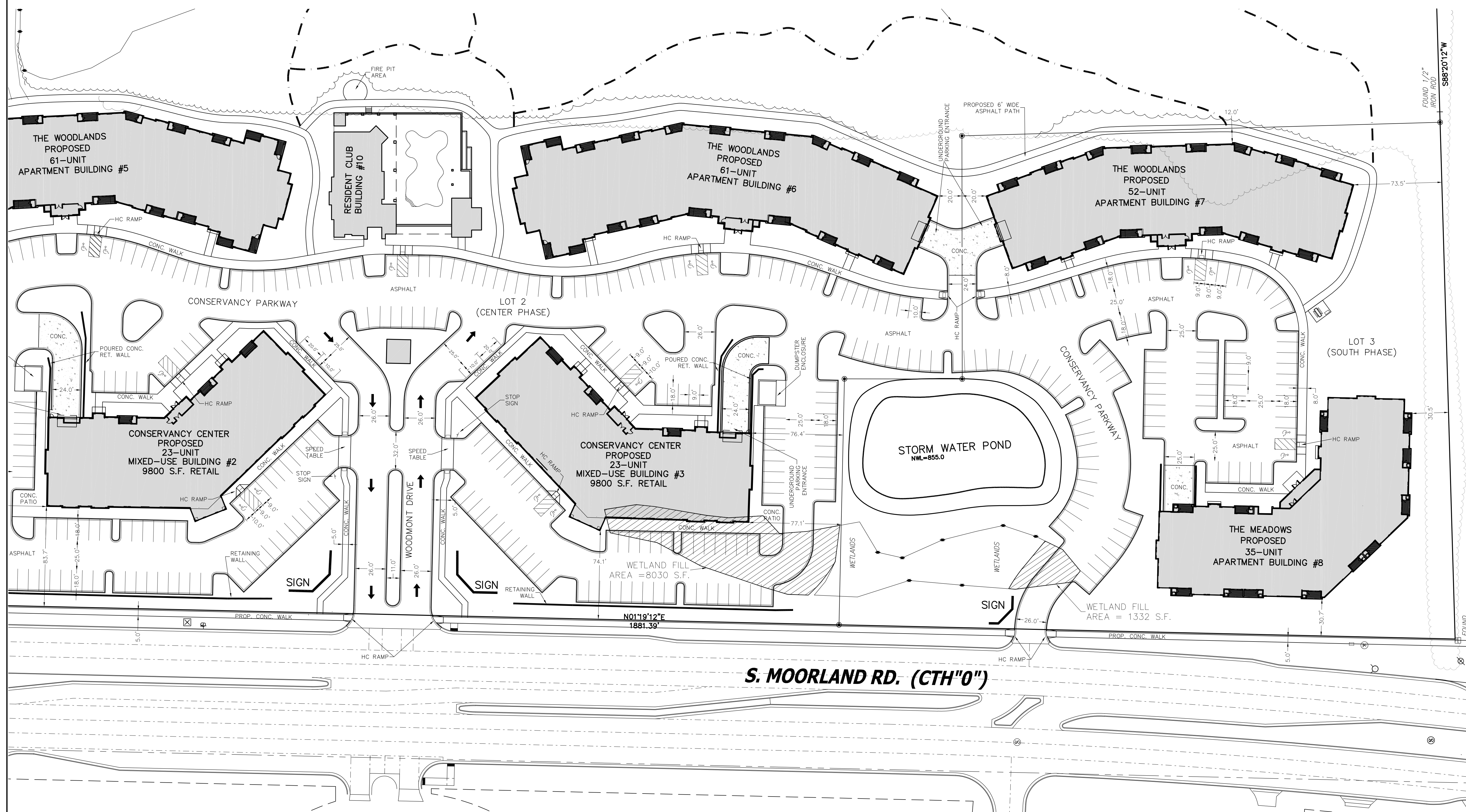
**THE CONSERVANCY**  
S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

CJE NO.: 2434R6  
AUGUST 23, 2024  
REV: 01/08/25  
REV: 04/17/25

**SITE PLAN C1.1**







SITE PLAN **C1.2**

**THE CONSERVANCY**  
S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

CJE NO.: 2434R6  
AUGUST 23, 2024  
REV: 01/08/25  
REV: 04/17/25



# THE CONSERVANCY

## NEIGHBORHOOD BUILDINGS

- Conservancy Center
- The Conservator
- Woodlands Residences
- Meadows Residences
- The Conservancy Resident Club
- Neighborhood Amenities
  - The Reserve at The Conservancy
  - New Berlin Recreation Trail





# T H E CONSERVANCY

## Residential Buildings

- Conservancy Center
- The Conservator
- Woodlands Residences
- Meadows Residences
- The Conservancy Resident Club



All Architectural Images For Character and Subject to Change

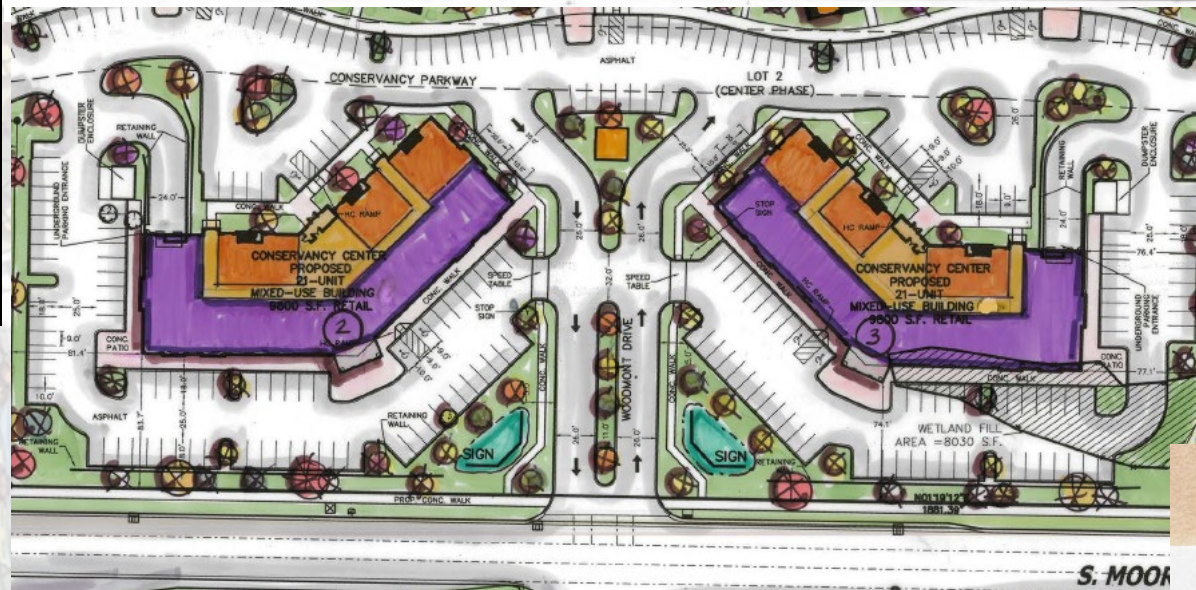


# THE CONSERVANCY

## CONSERVANCY CENTER

- Retail/Office
  - 19,600 Sq Ft
  - 98 Surface
  - Parking Ratio 1.00 : 200 Sq Ft
- 46 Residences
  - 20 one-bedroom
  - 26 two-bedroom
- 145 parking stalls
  - 68 garage spaces
  - 77 surface
  - Ratio 3.15 : 1

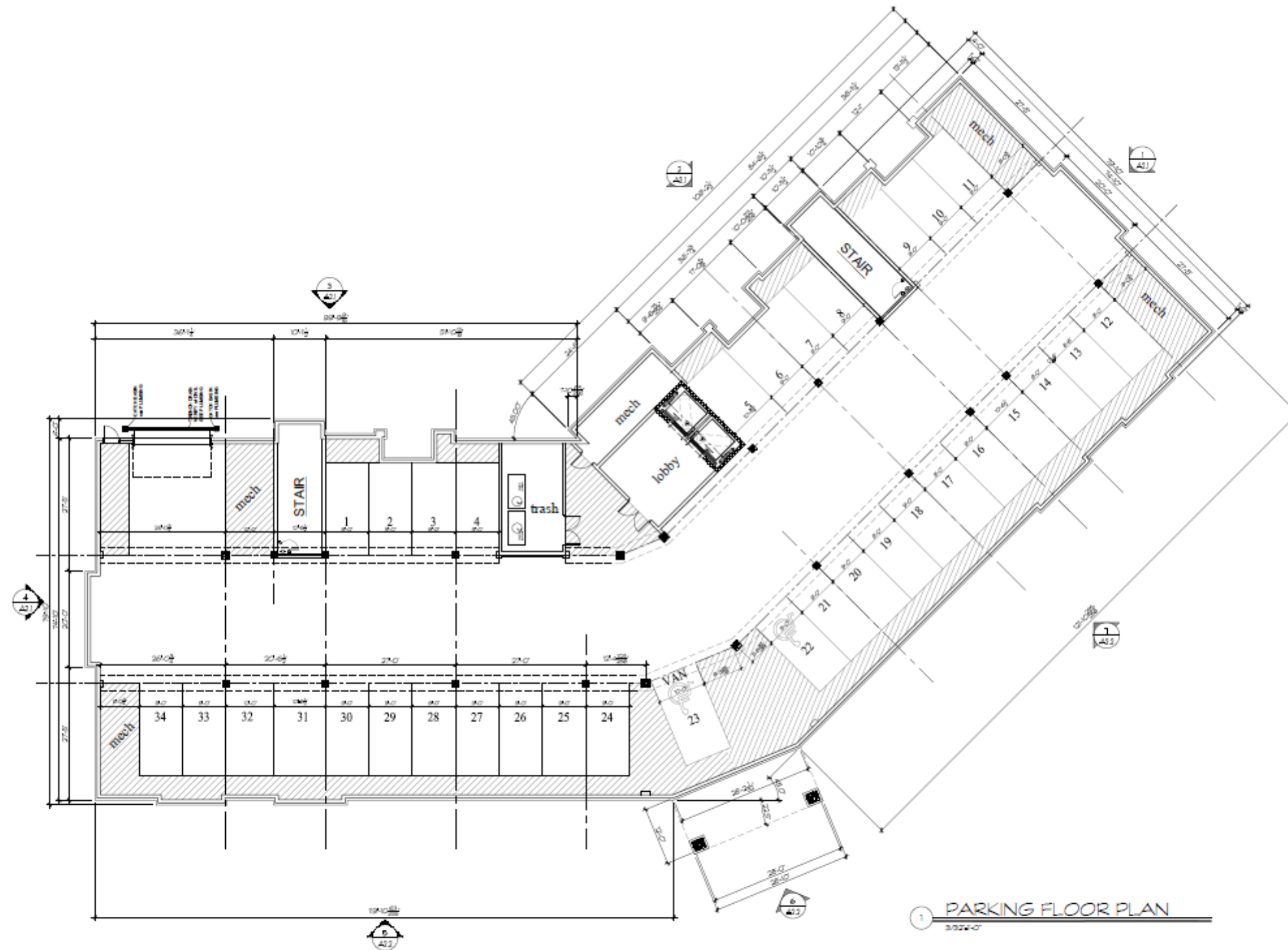
Surface parking shall be shared between Retail/Office Use primarily from 8:00 am - 5:00 pm with Residential Use from 5:00 pm - 8:00 am



All Architectural Images For Character and Subject to Change







1 PARKING FLOOR PLAN  
3/322'-0"



Building #2  
The Conservancy Center

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

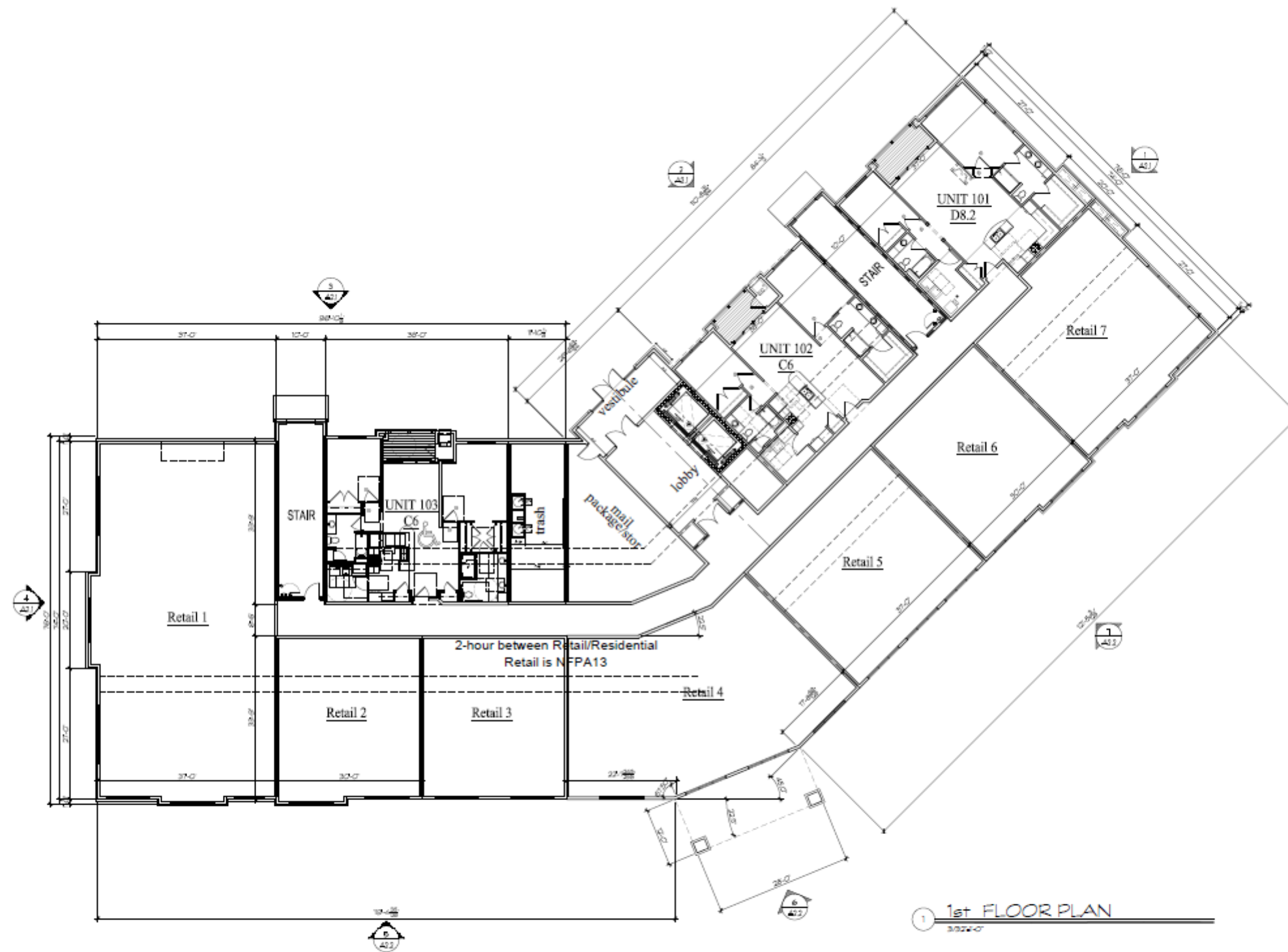
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Parking Floor Plan

Issued For: Date:  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

Date: 1/3/2025  
Job NO.: 25101.002  
Drawn By: djj  
Sheet No.: A1.0





# Building #2 The Conservancy Center

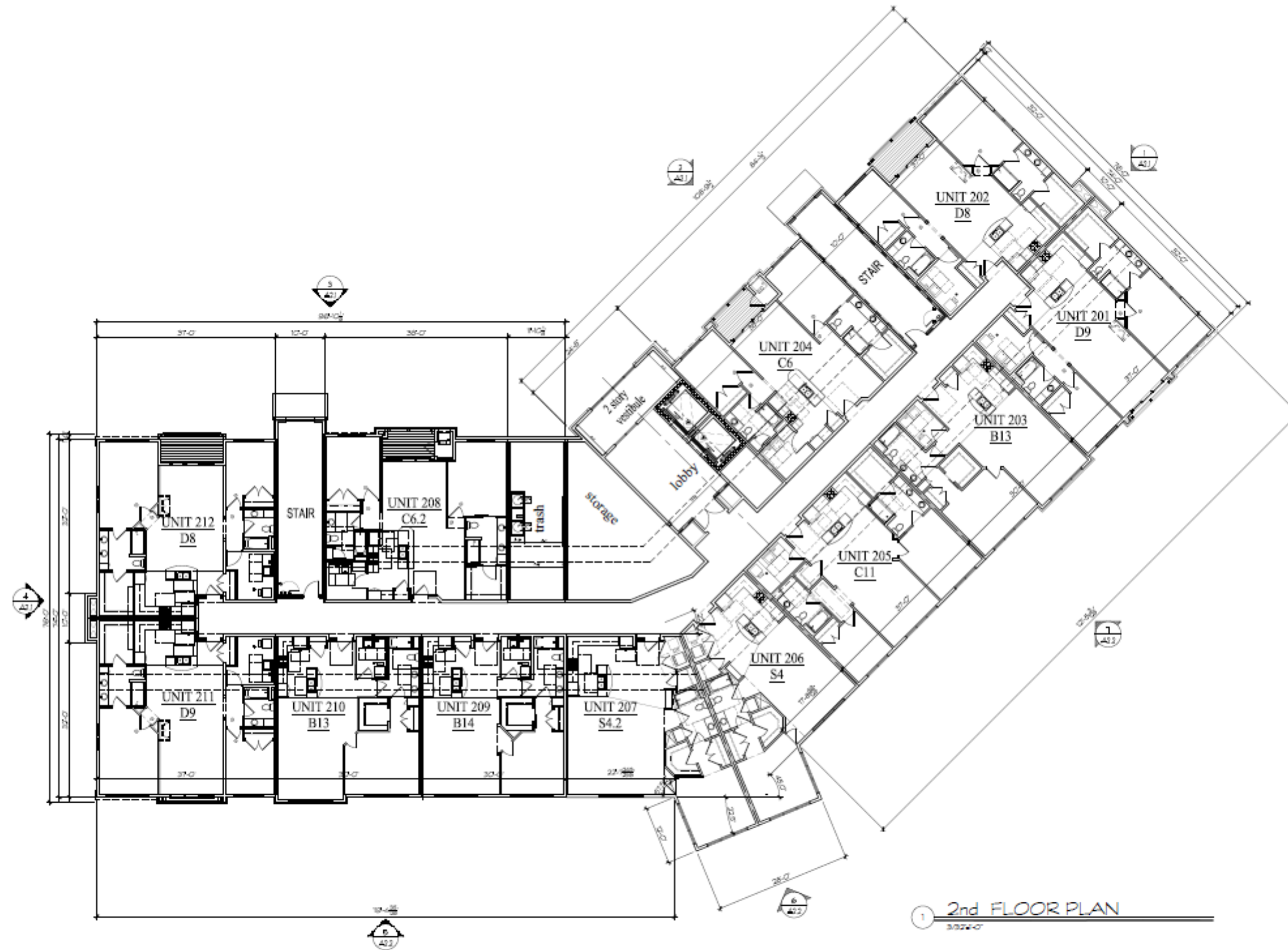
50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
1st Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
Job NO.: 25101.002  
Drawn By: djg  
Sheet No.: A1.1

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



1 2nd FLOOR PLAN  
3/22'-0"



Building #2  
The Conservancy Center

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

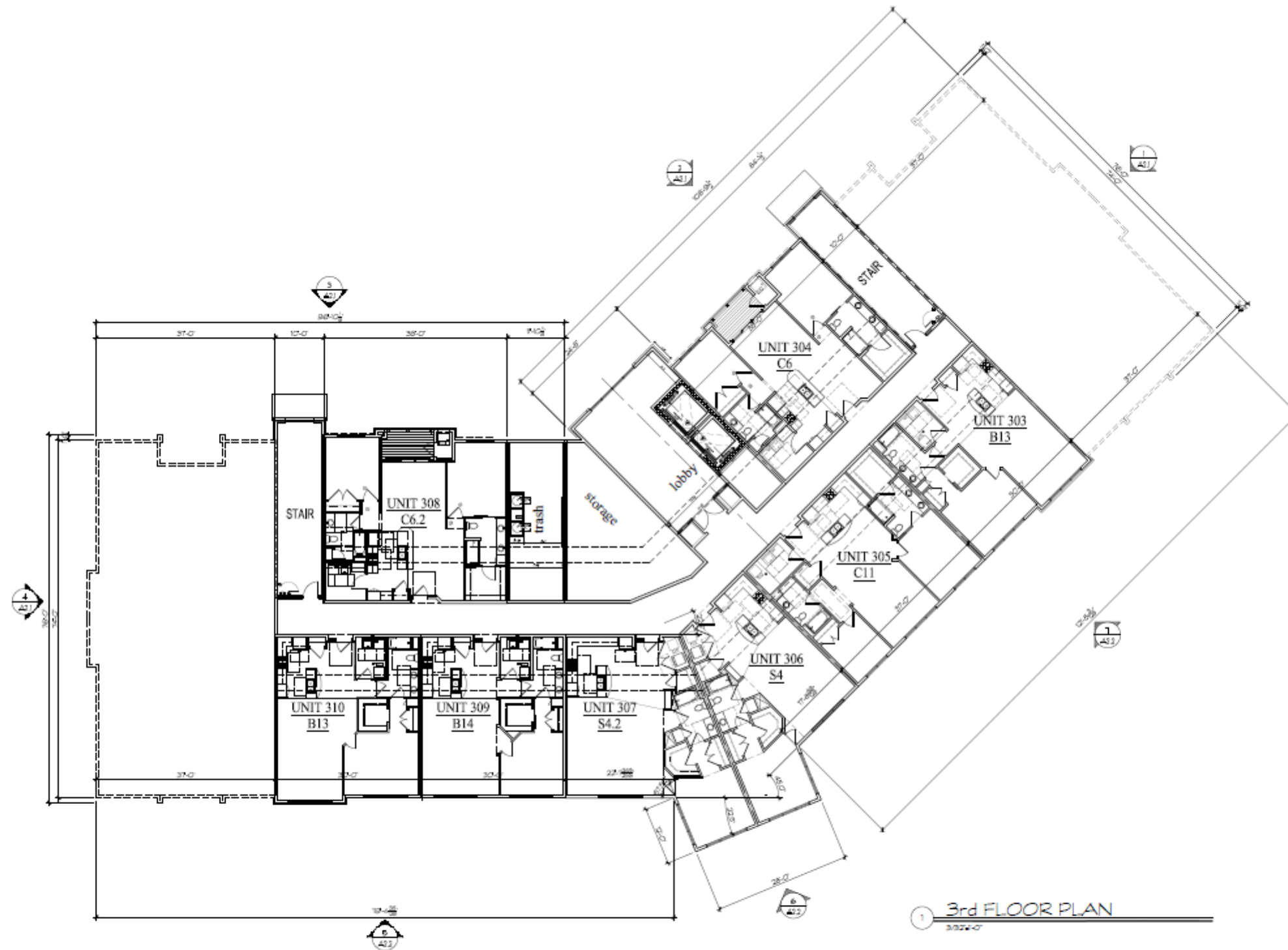
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
2nd Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.002 |
|             |       | Drawn By:  | daj       |
|             |       | Sheet No.: | A1.2      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





# Building #2 The Conservancy Center

50. Moorland Rd(CTH "D") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
3rd Floor Plan

|             |           |          |
|-------------|-----------|----------|
| Issued For: | Date:     | 1/3/2025 |
| Job NO.:    | 25101.002 |          |
| Drawn By:   | dj        |          |
| Sheet No.   | A1.3      |          |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



1 SouthEast Elevation  
3.0224-07



2 NorthEast Elevation  
3.0224-07



3 East Elevation  
3.0224-07



4 North Elevation  
3.0224-07



## Building #2 The Conservancy Center

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

Issued For: Date:  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

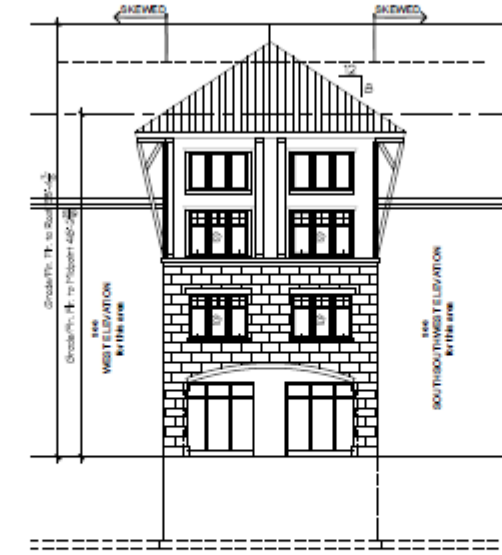
Date: 1/3/2025  
Job NO: 25101.002  
Drawn By: djs  
Sheet No.

A2.1





5 West Elevation  
3/22/25



6 SouthWest Elevation  
3/22/25



7 South SouthWest Elevation  
3/22/25



TDI ASSOCIATES, INC.  
ARCHITECTURE & PLANNING  
25217 SOUTH WIND LAKE ROAD  
WIND LAKE, WISCONSIN 53185  
PHONE 262-499-2530

Building #2  
The Conservancy Center

SO. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

Issued For: Date:  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

Date: 1/3/2025  
Job NO: 25101.002  
Drawn By: dgj  
Sheet No.

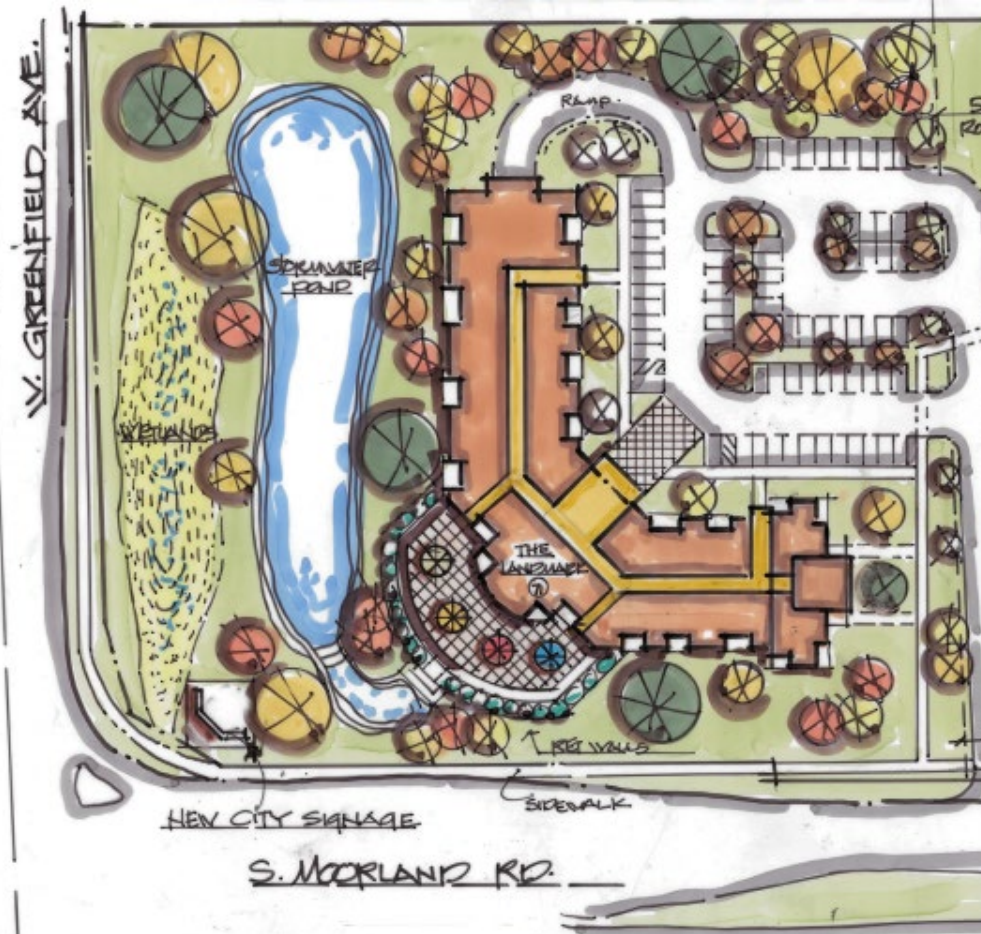
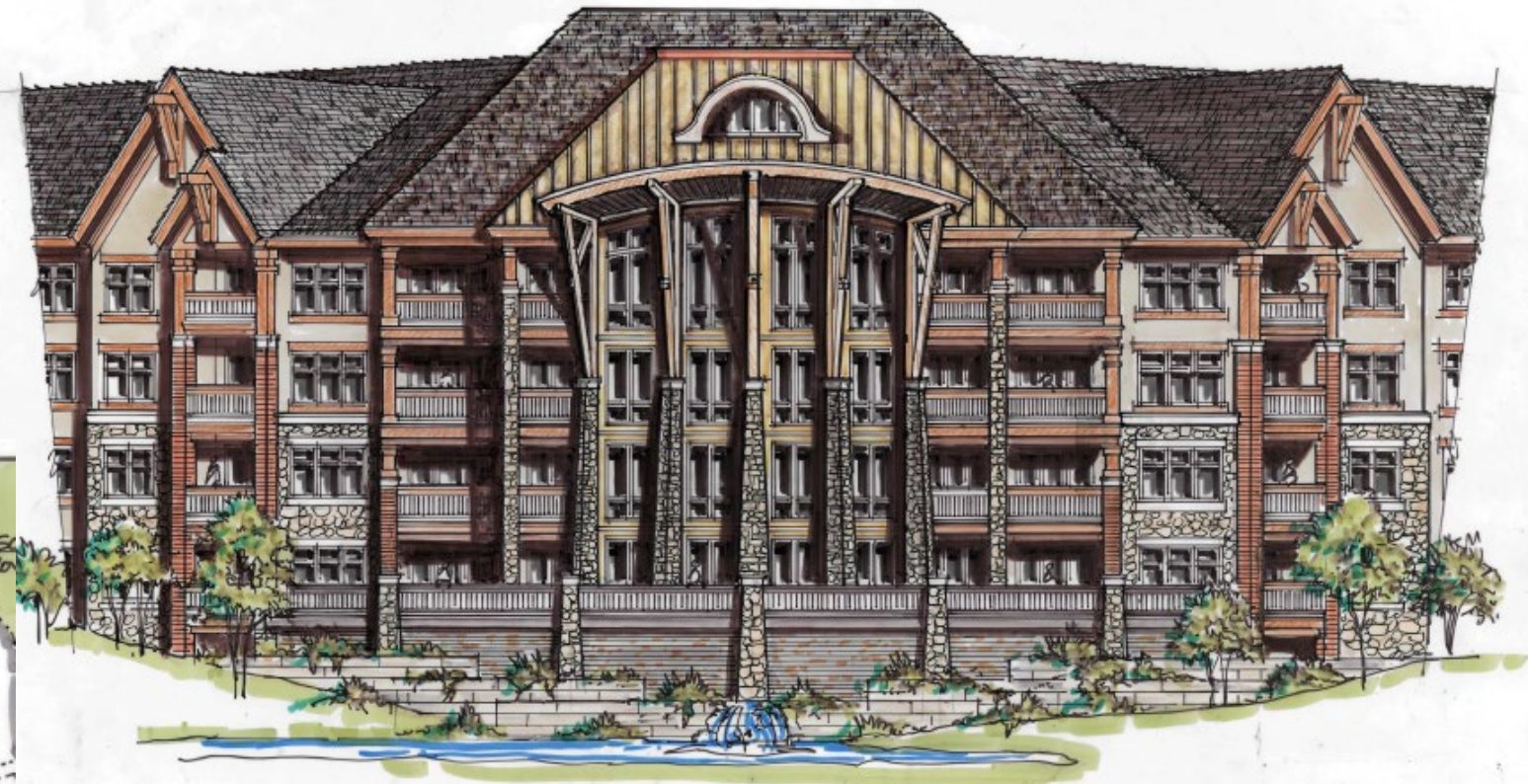
A2.2



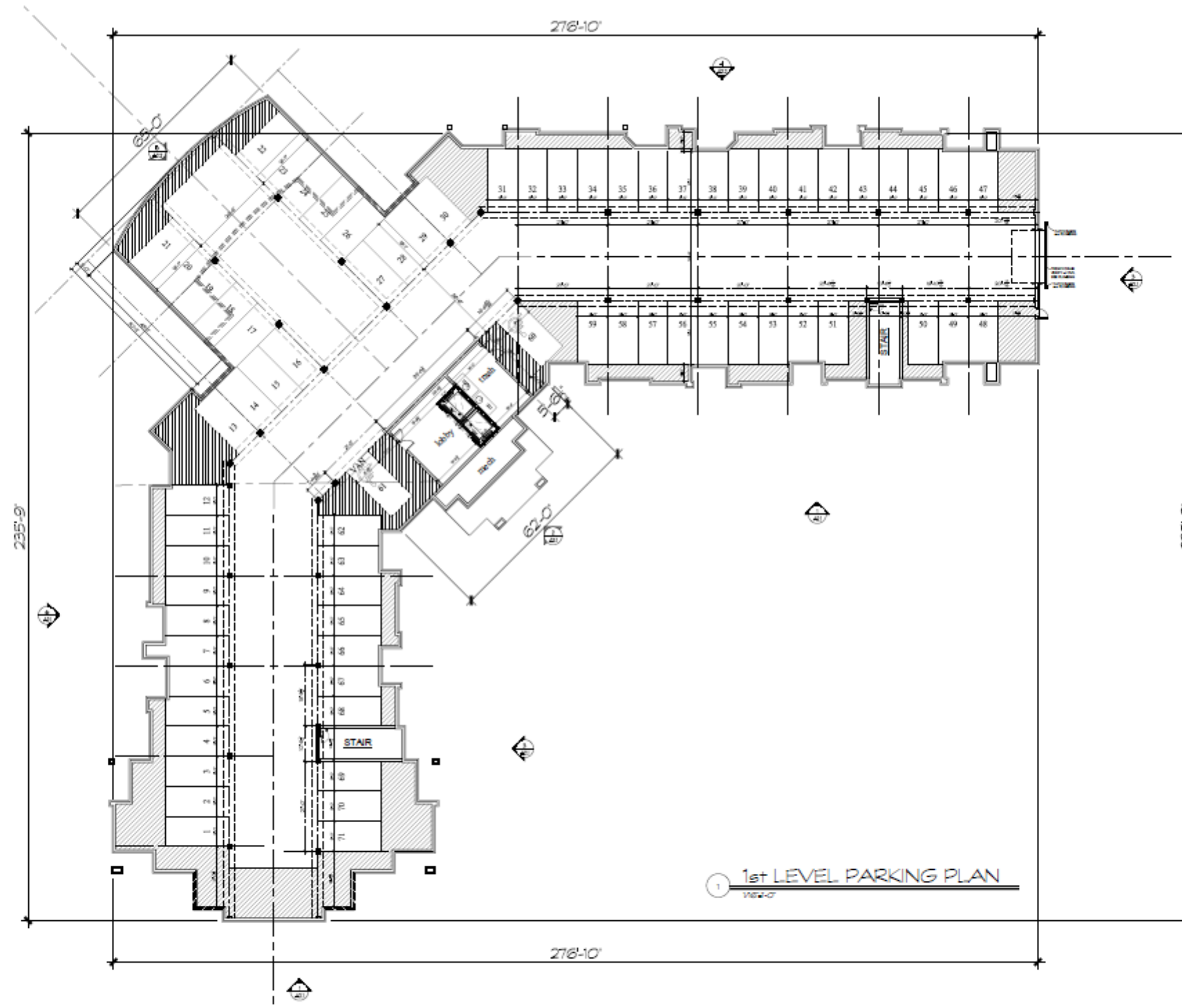
# THE CONSERVANCY

## THE CONSERVATOR

- 71 Residences
  - 28 one-bedroom
  - 43 two-bedroom
- 144 parking stalls
  - 71 garage spaces
  - 73 surface
  - Ratio 2.03 : 1







1 1st LEVEL PARKING PLAN  
1/8/25



Building #1  
The Conservator

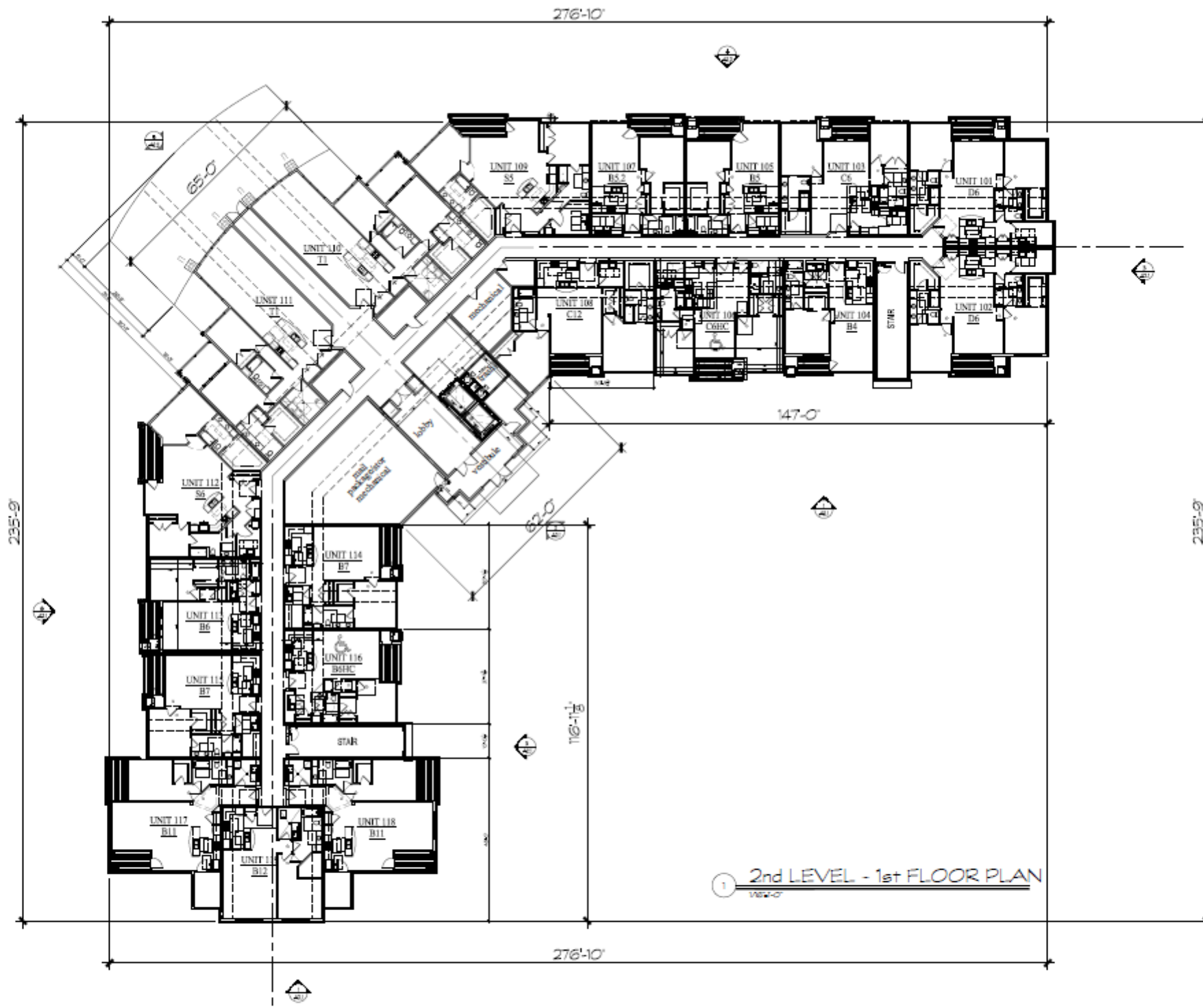
50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
1st Level  
Parking Plan

|             |           |          |
|-------------|-----------|----------|
| Issued For: | Date:     | 1/9/2025 |
| Job NO.:    | 25/01.001 |          |
| Drawn By:   | dj        |          |
| Sheet No.   | A1.0      |          |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



# Building #1 The Conservator

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

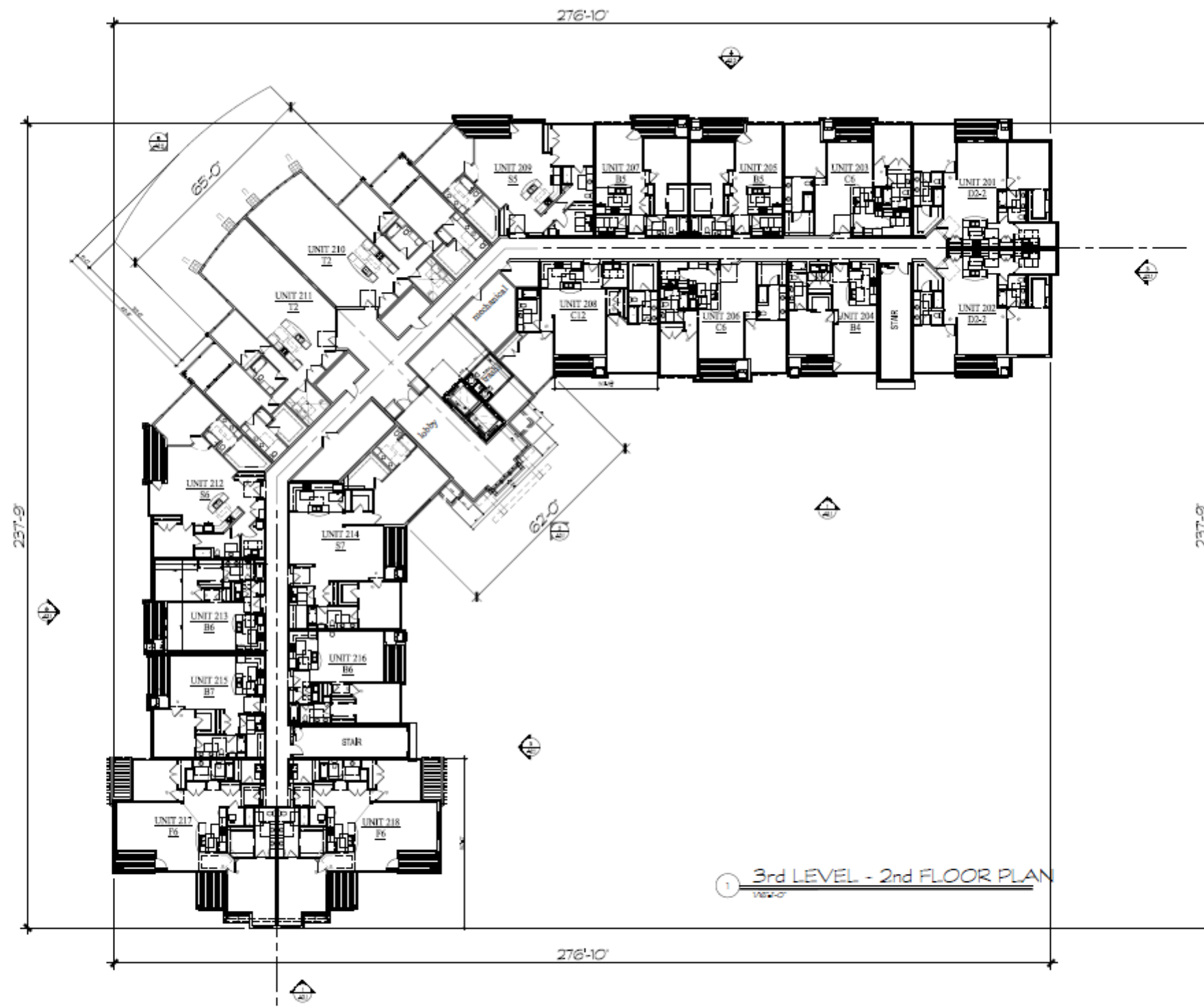
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
2nd Level  
1st Floor Plan

|             |           |           |          |
|-------------|-----------|-----------|----------|
| Issued For: | Date:     | Date:     | 1/3/2025 |
| Job NO.:    | 25101.001 | Drawn By: | dj       |
| Sheet No.:  | A1.1      |           |          |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





# Building #1 The Conservator

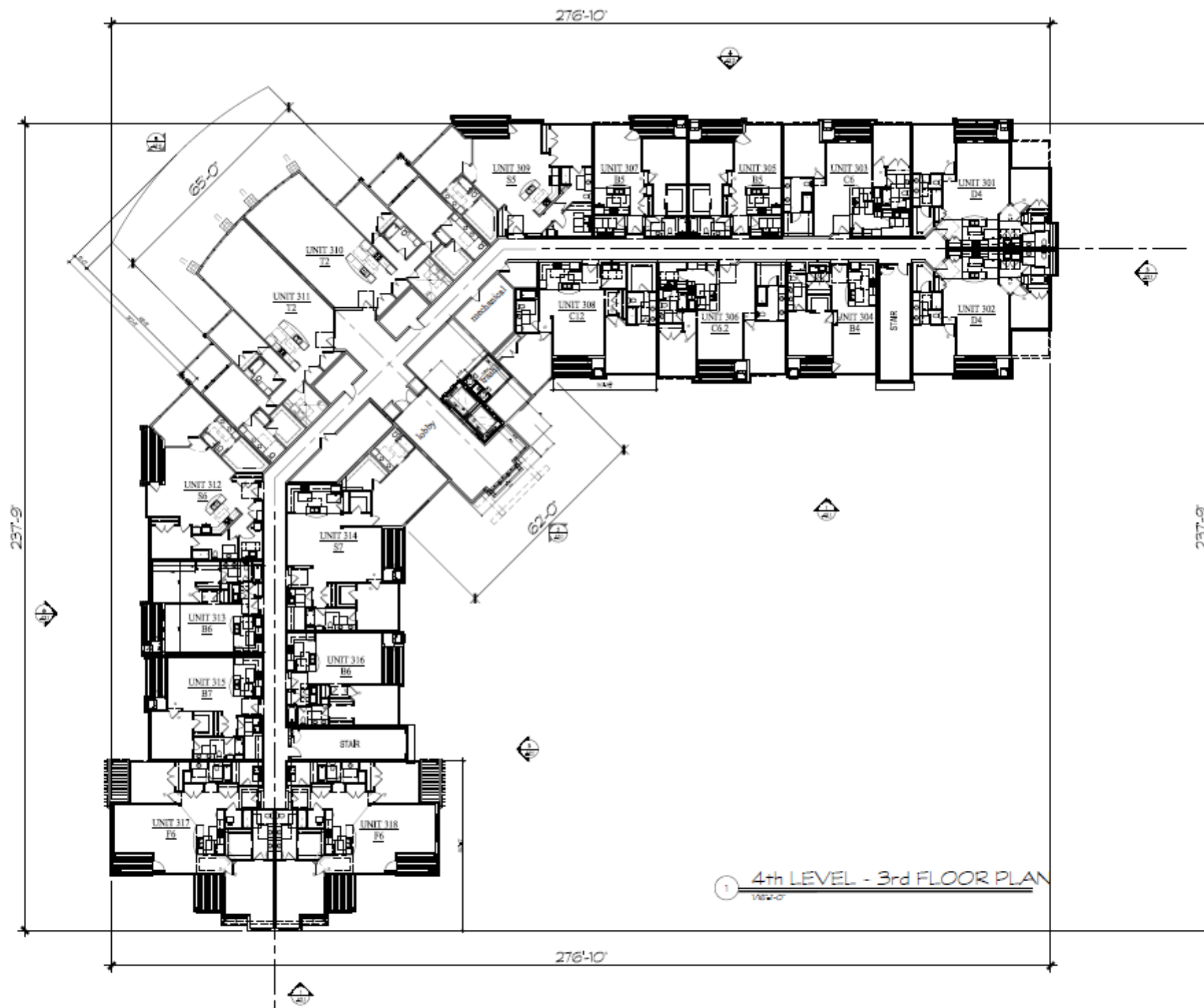
50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
3rd Level  
2nd Floor Plan

|             |            |           |          |
|-------------|------------|-----------|----------|
| Issued For: | Date:      | Date:     | 1/3/2025 |
|             | Job NO.:   | 25101.001 |          |
|             | Drawn By:  | daj       |          |
|             | Sheet No.: | A1.2      |          |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



Building #1  
The Conservator

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

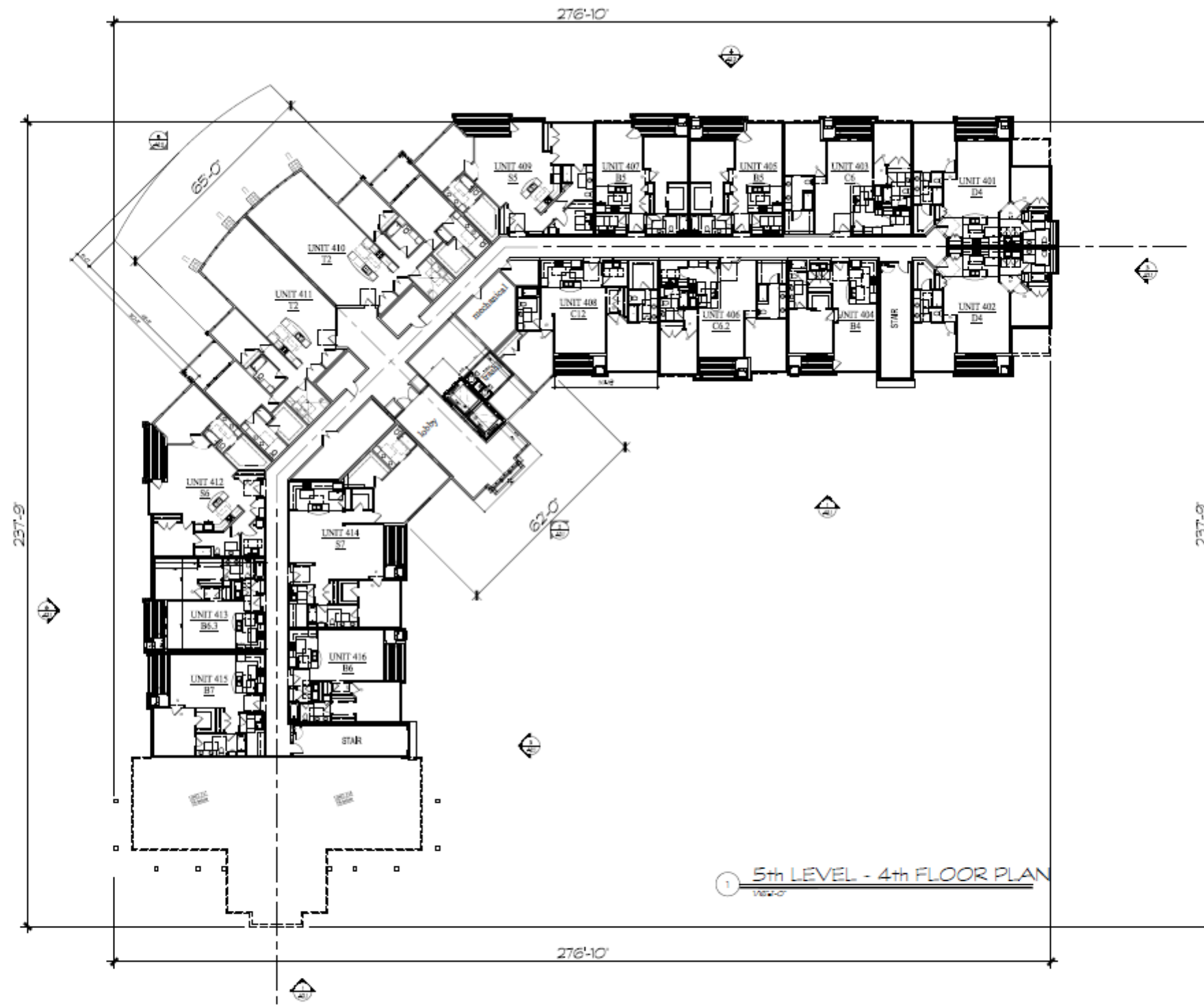
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
4th Level  
3rd Floor Plan

|             |            |       |           |
|-------------|------------|-------|-----------|
| Issued For: | Date:      | Date: | 1/3/2025  |
|             | Job NO.:   |       | 25101.001 |
|             | Drawn By:  |       | dj        |
|             | Sheet No.: |       | A1.3      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





① 5th LEVEL - 4th FLOOR PLAN  
VIEW-C



Building #1  
The Conservator

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

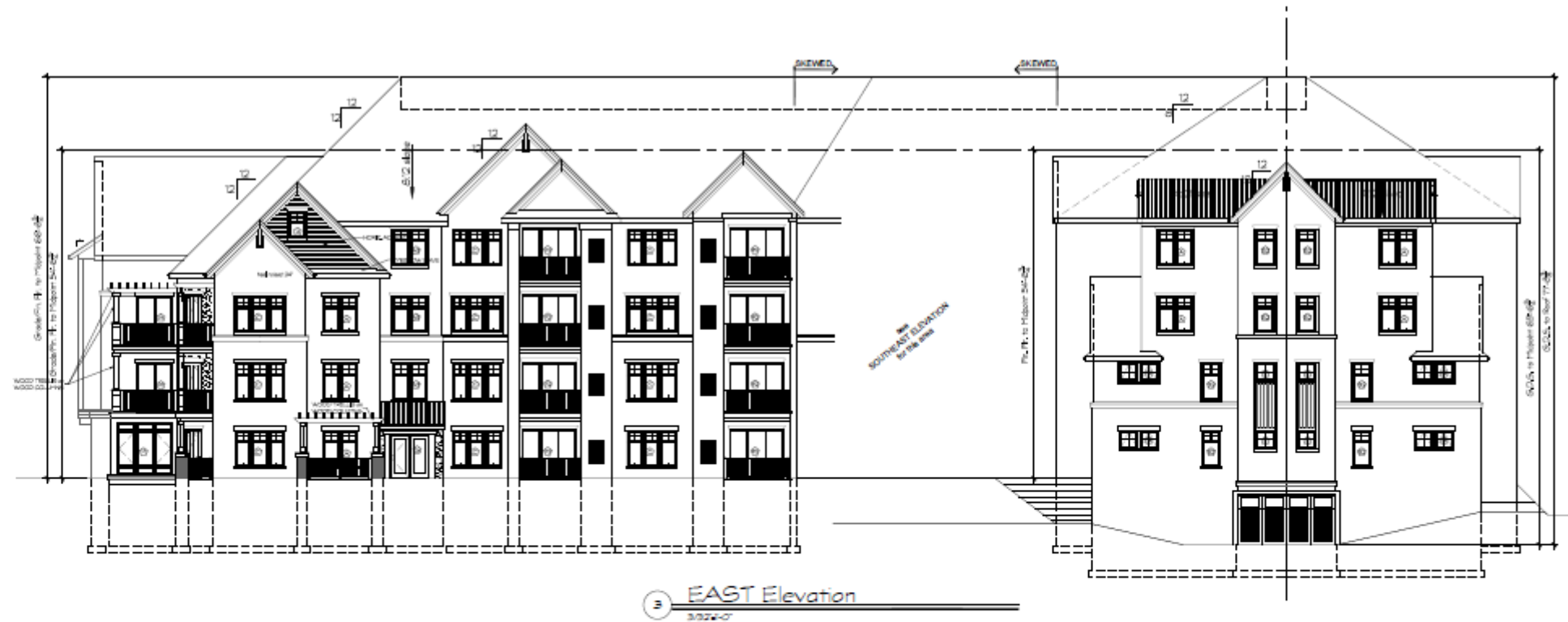
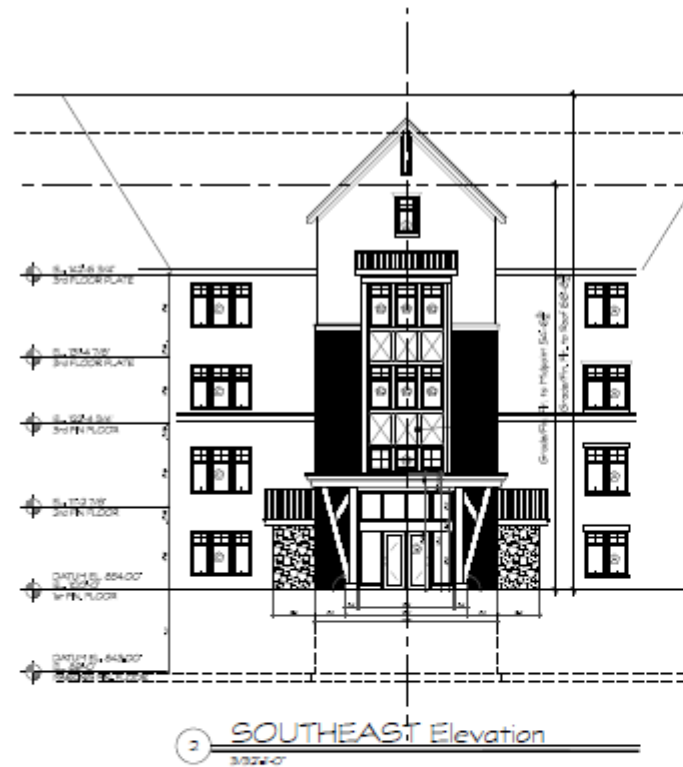
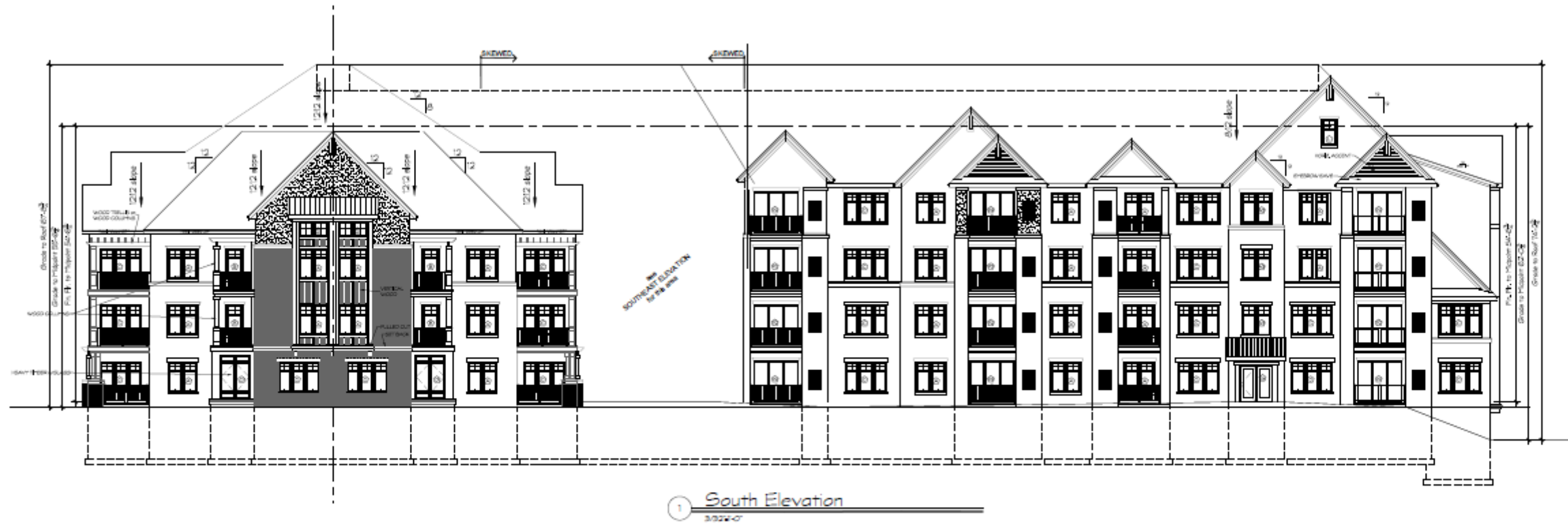
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
5th Level  
4th Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

Date: 1/3/2025  
Job NO.: 25101.001  
Drawn By: djl  
Sheet No.:

A1.4



|                                                                                                                                                                                                                                             |                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                                                                                  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------|--|
|  <p><b>TDI ASSOCIATES, INC.</b><br/>ARCHITECTURE &amp; PLANNING<br/>25217 SOUTH WIND LAKE ROAD<br/>WIND LAKE, WISCONSIN 53185<br/>PHONE 262-489-2530</p> | <p>Building #1<br/>The Conservator</p>                                                      |  | <p>TDI ASSOCIATES, INC.<br/>All Rights Reserved<br/>OWNERSHIP OF DOCUMENTS<br/>This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.</p> | <p>Sheet Title<br/>Exterior Elevations</p> | <p>Issued For: _____ Date: _____<br/>Job NO.: 25101.001<br/>Drawn By: dj<br/>Sheet No. _____</p> |  |
|                                                                                                                                                                                                                                             | <p>SO. Moorland Rd(CTH "O") &amp; W. Greenfield Ave.(STH"59")<br/>NEW BERLIN, WISCONSIN</p> |  |                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                                                                                  |  |
|                                                                                                                                                                                                                                             |                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                                                                                  |  |
|                                                                                                                                                                                                                                             |                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                                                                                  |  |
|                                                                                                                                                                                                                                             |                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                                                                                  |  |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION

A2.1





|                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>TDI ASSOCIATES, INC.</b><br/>ARCHITECTURE &amp; PLANNING<br/>25217 SOUTH WIND LAKE ROAD<br/>WIND LAKE, WISCONSIN 53185<br/>PHONE 262-439-2530</p> | <p><b>Building #1<br/>The Conservator</b></p> <p>50. Moorland Rd(CTH "D") &amp; W. Greenfield Ave.(STH"59")<br/>NEW BERLIN, WISCONSIN</p> <p>TDI ASSOCIATES, INC.<br/>All Rights Reserved<br/>OWNERSHIP OF DOCUMENTS<br/>This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.</p> | <p>Sheet Title<br/><b>Exterior Elevations</b></p> | <p>Issued For: _____ Date: <b>1/3/2025</b></p> <p>Job NO.: <b>25101.001</b></p> <p>Drawn By: <b>daj</b></p> <p>Sheet No.<br/><b>A2.2</b></p> <p><b>PRELIMINARY DRAWING<br/>NOT FOR CONSTRUCTION</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# THE CONSERVANCY

## WOODLANDS RESIDENCES

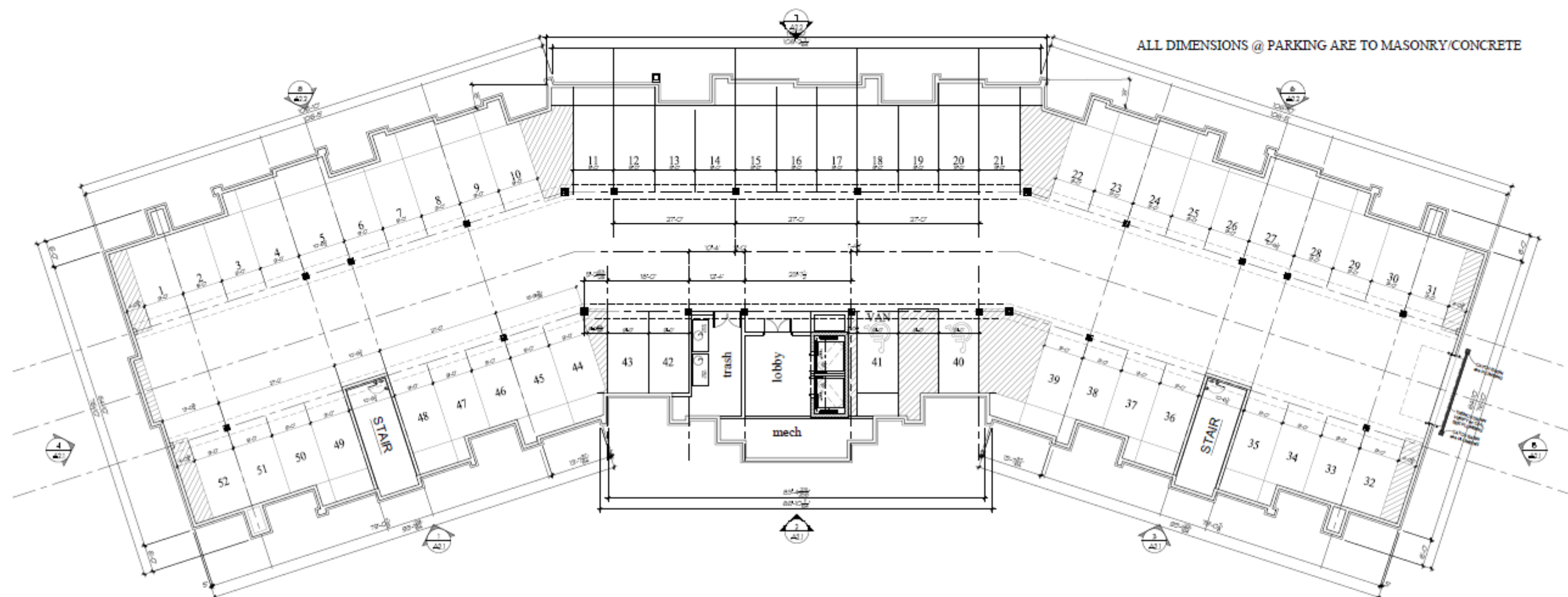
- 226 Residences
  - 114 one-bedroom
  - 112 two-bedroom
- 431 parking stalls
  - 230 underground
  - 201 surface
- Ratio 1.91 : 1



All Architectural Images For Character and Subject to Change







1 PARKING FLOOR PLAN  
3/22/25



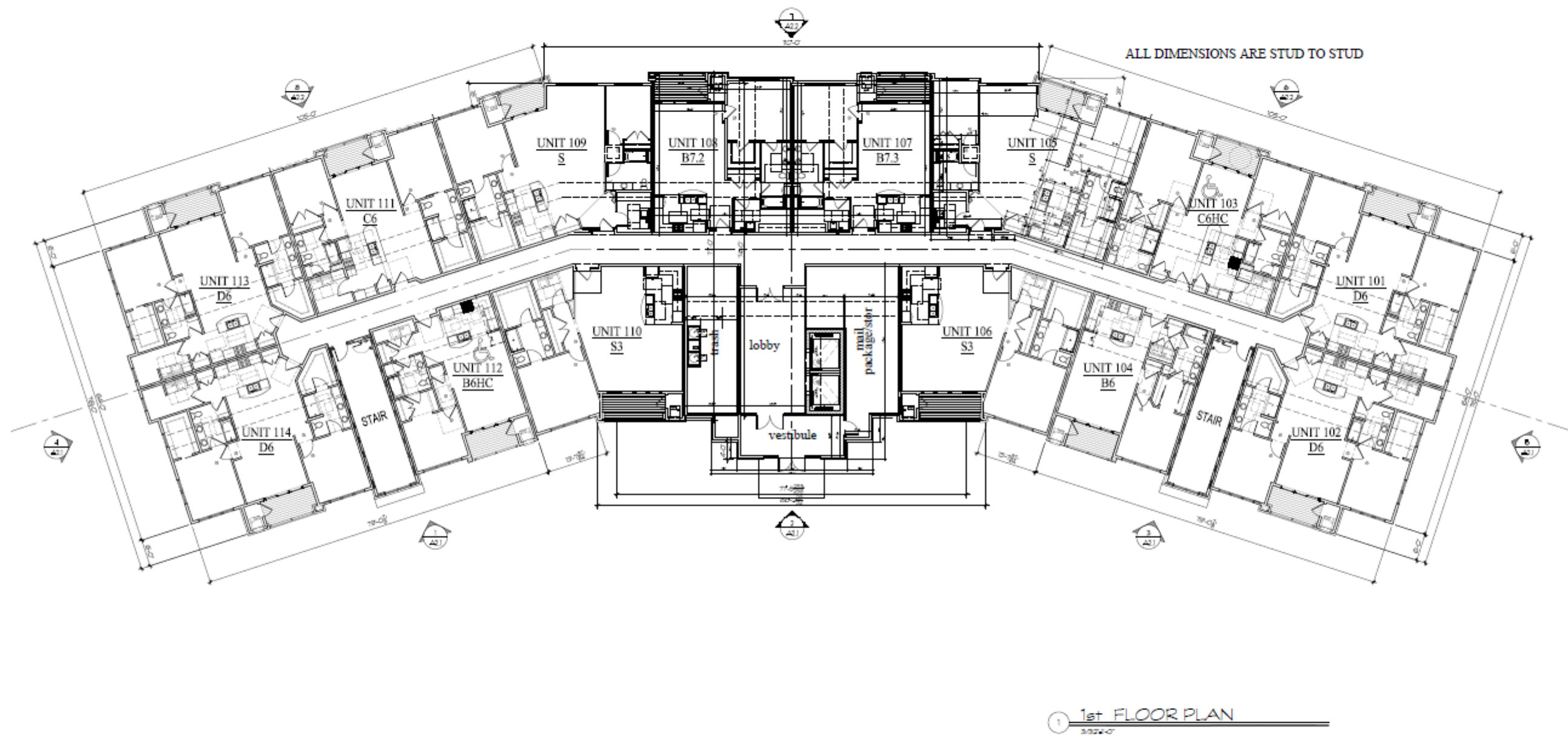
Building #4  
Woodlands @ The Conservancy

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Parking Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
Job NO.: 25101.004  
Drawn By: daj  
Sheet No. A1.0  
**PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION**



Building #4  
Woodlands @ The Conservancy

50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

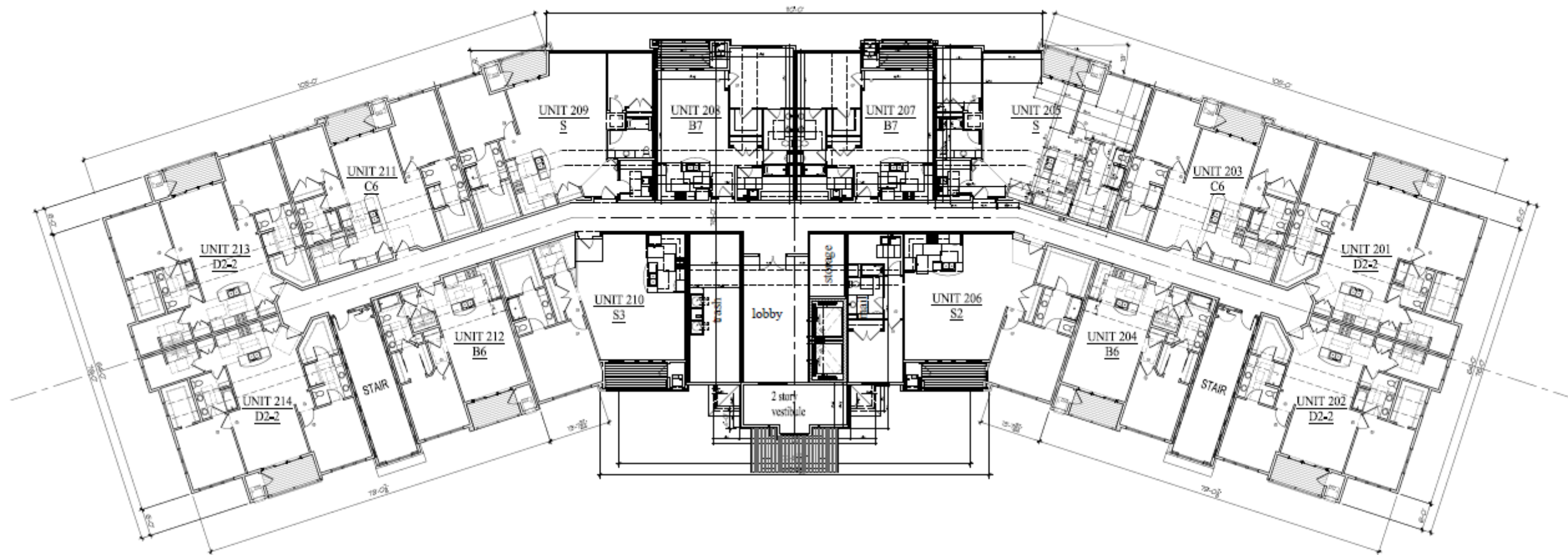
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
1st Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
Job NO.: 25101.004  
Drawn By: daj  
Sheet No. A1.1

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





1 2nd FLOOR PLAN  
3/22/20



Building #4  
Woodlands @ The Conservancy

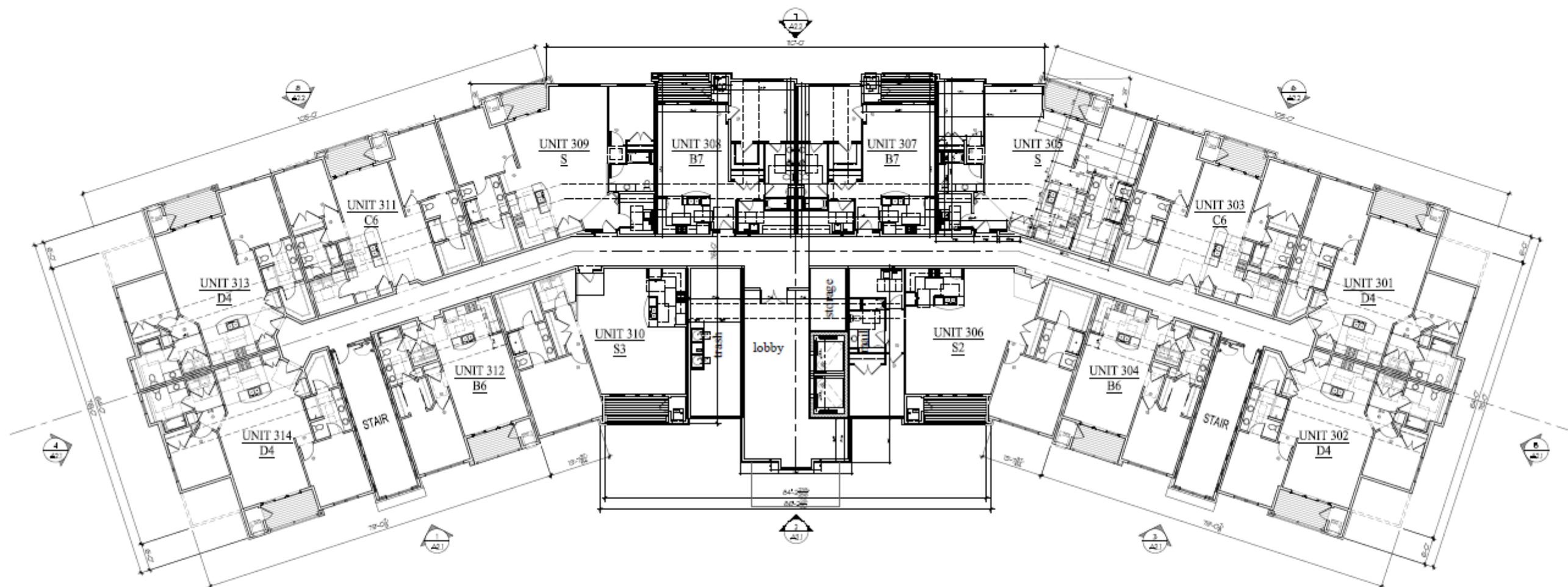
50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, are an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
2nd Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/2/2025  |
|             |       | Job NO.:   | 25101.004 |
|             |       | Drawn By:  | daj       |
|             |       | Sheet No.: | A1.2      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



1 3rd FLOOR PLAN  
3/32"=1'-0"



Building #4  
Woodlands @ The Conservancy

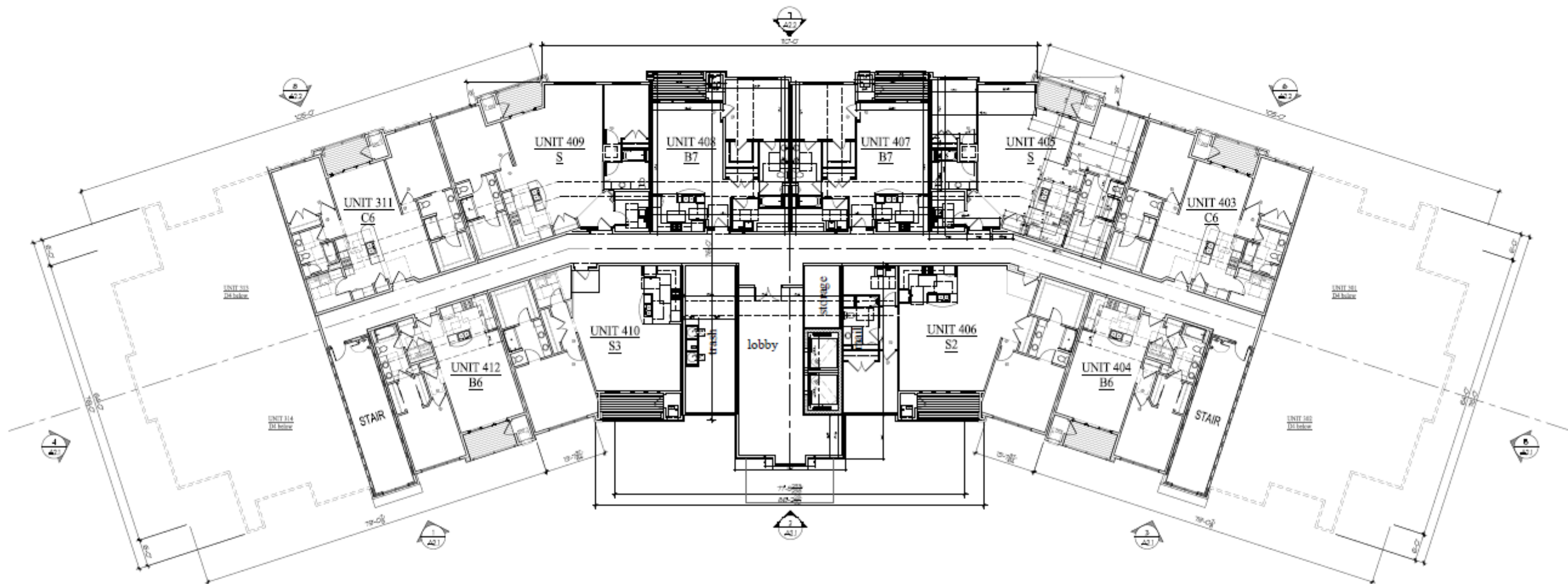
SO. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
3rd Floor Plan

Issued For: Date: 1/2/2025  
Job NO: 25101.004  
Drawn By: dj  
Sheet No. A1.3  
PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





1 4th FLOOR PLAN  
3.024'-0"



Building #4  
Woodlands @ The Conservancy

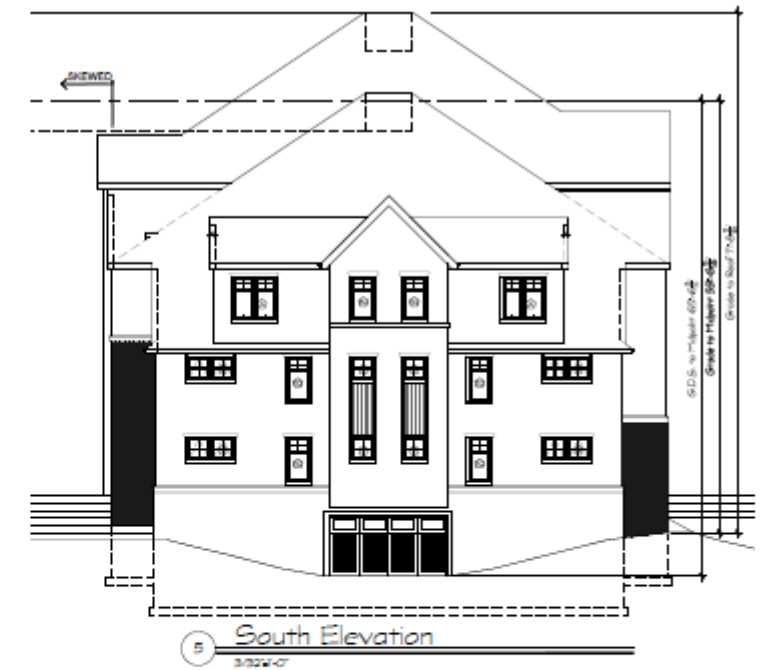
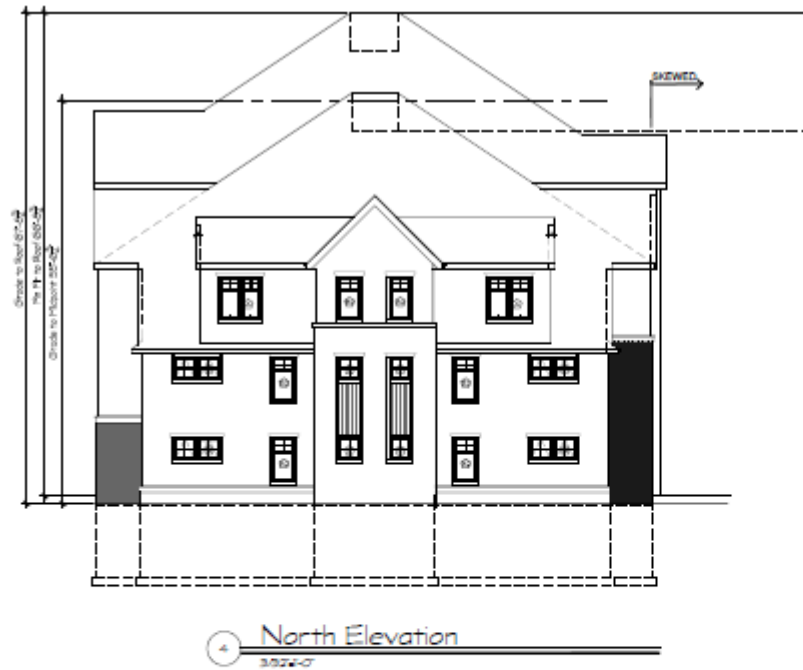
50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
4th Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

Date: 1/2/2025  
Job NO: 25101.004  
Drawn By: dij  
Sheet No. A1.4



|                                                                                                                                                                                                                                             |                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>TDI ASSOCIATES, INC.</b><br/>ARCHITECTURE &amp; PLANNING<br/>25217 SOUTH WIND LAKE ROAD<br/>WIND LAKE, WISCONSIN 53185<br/>PHONE 262-499-2530</p> | <p><b>Building #4</b><br/><b>Woodlands @ The Conservancy</b></p> <p>50. Moorland Rd(CTH 'O') &amp; W. Greenfield Ave.(STH'59")<br/>NEW BERLIN, WISCONSIN</p> |  | <p>TDI ASSOCIATES, INC.<br/>All Rights Reserved</p> <p><b>OWNERSHIP OF DOCUMENTS</b></p> <p>This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.</p> | <p>Sheet Title<br/><b>Exterior Elevations</b></p> | <p>Issued For: _____ Date: <b>1/2/2025</b></p> <p>Job NO.: <b>25101.004</b></p> <p>Drawn By: <b>dgj</b></p> <p>Sheet No.<br/><b>A2.1</b></p> |
|                                                                                                                                                                                                                                             | <p><b>PRELIMINARY DRAWING</b><br/>NOT FOR CONSTRUCTION</p>                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                                                                                                                              |





Building #4  
Woodlands @ The Conservancy

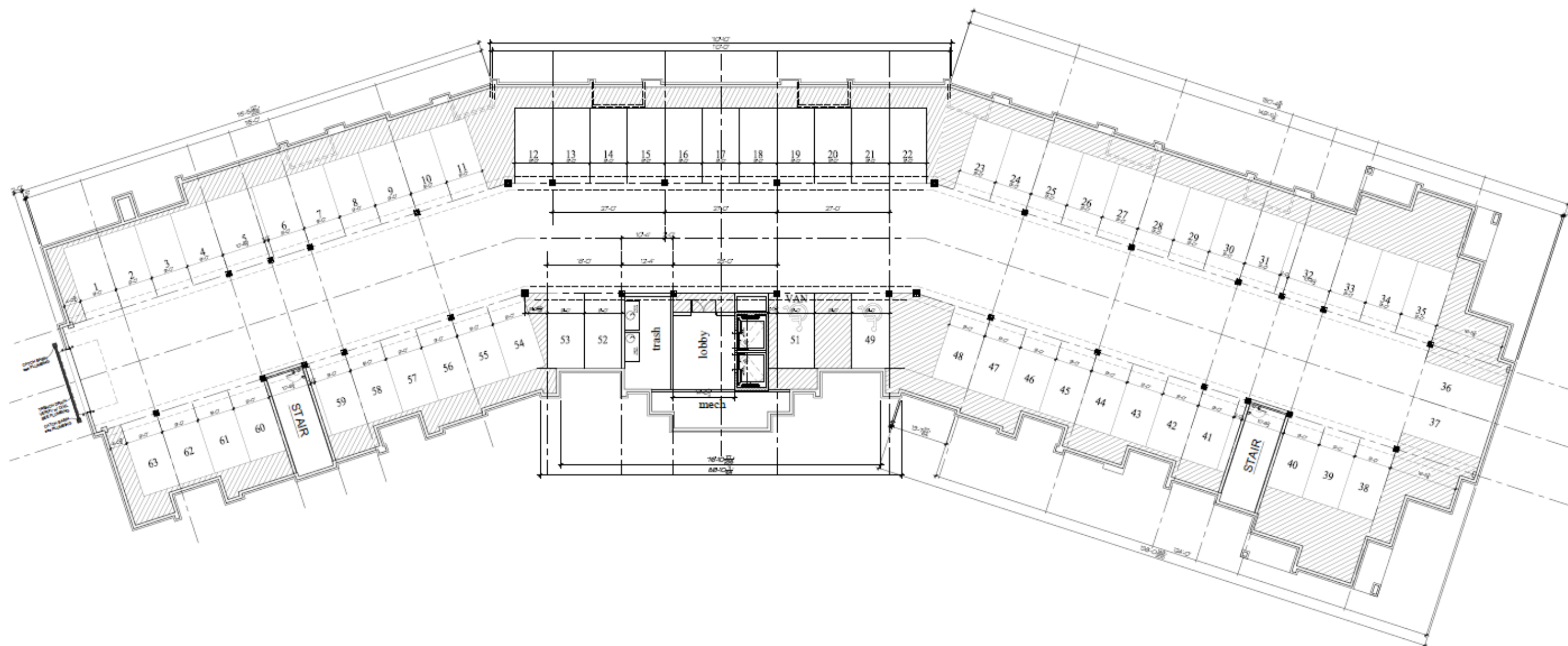
50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/2/2025  |
|             |       | Job NO.:   | 25101.004 |
|             |       | Drawn By:  | dj        |
|             |       | Sheet No.: | A2.2      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



Building #5  
Woodlands @ The Conservancy

50. Moorland Rd(CTH "D") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

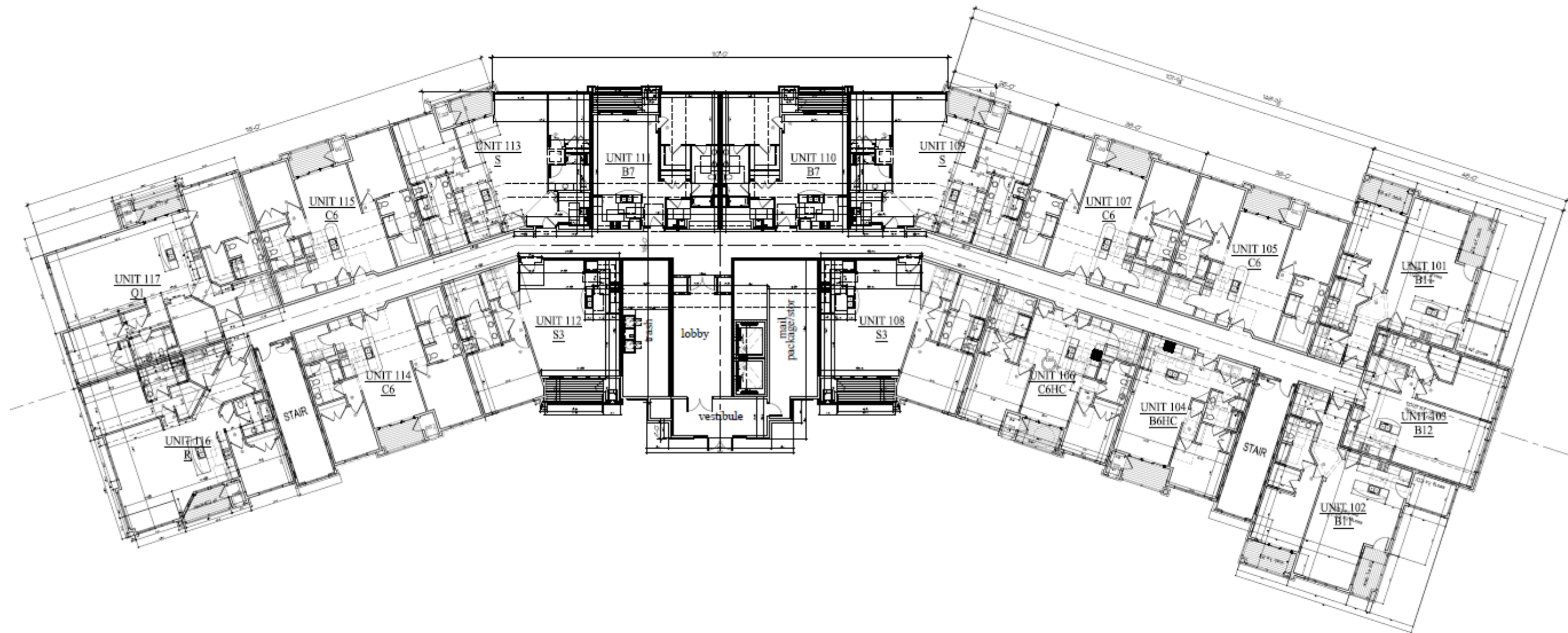
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Parking Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

Date: 1/3/2025  
Job NO.: 25101.005  
Drawn By: djg  
Sheet No.: **A1.0**





1 1st FLOOR PLAN  
3/22/2025



Building #5  
Woodlands @ The Conservancy

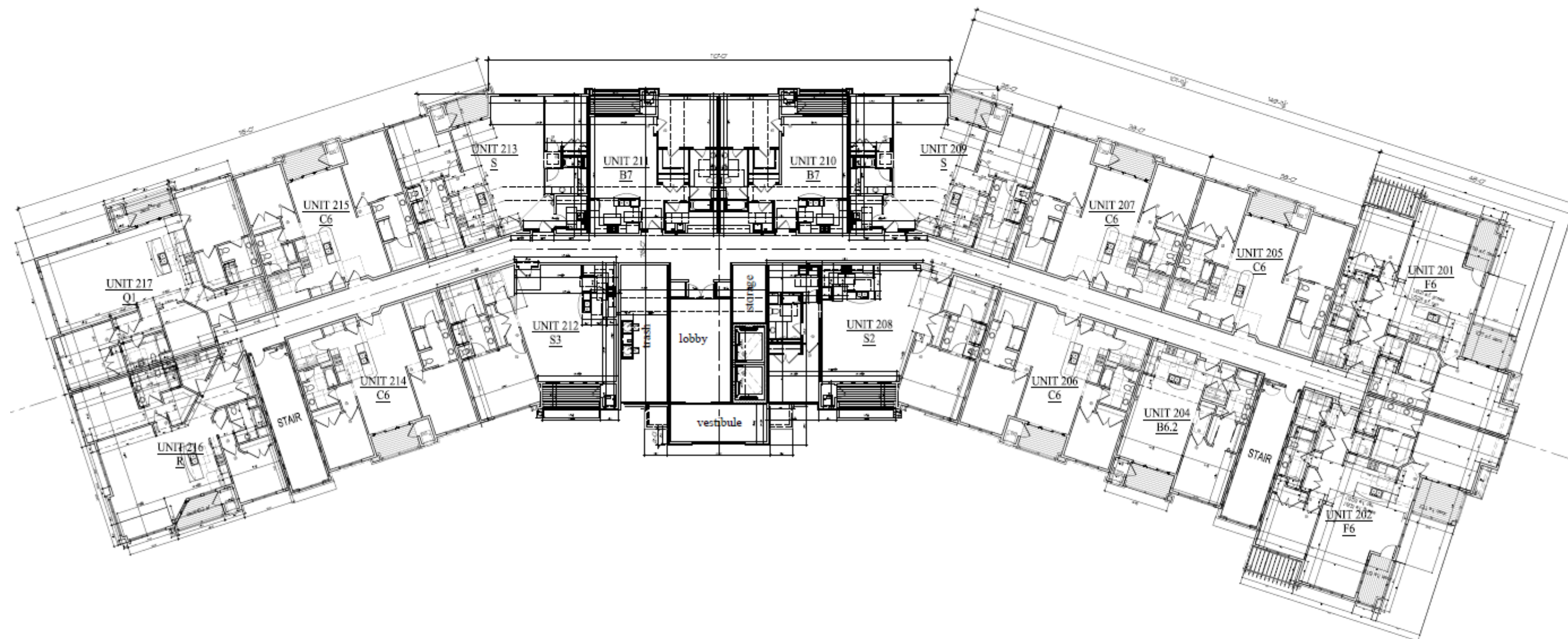
SO. Moorland Rd(CTH 'D') & W. Greenfield Ave.(STH'59')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
1st Floor Plan

|             |           |          |
|-------------|-----------|----------|
| Issued For: | Date:     | 1/3/2025 |
| Job NO.:    | 25101.005 |          |
| Drawn By:   | djg       |          |
| Sheet No.   | A1.1      |          |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



1 2nd FLOOR PLAN



Building #5  
Woodlands @ The Conservancy

50. Moorland Rd(CTH "D") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

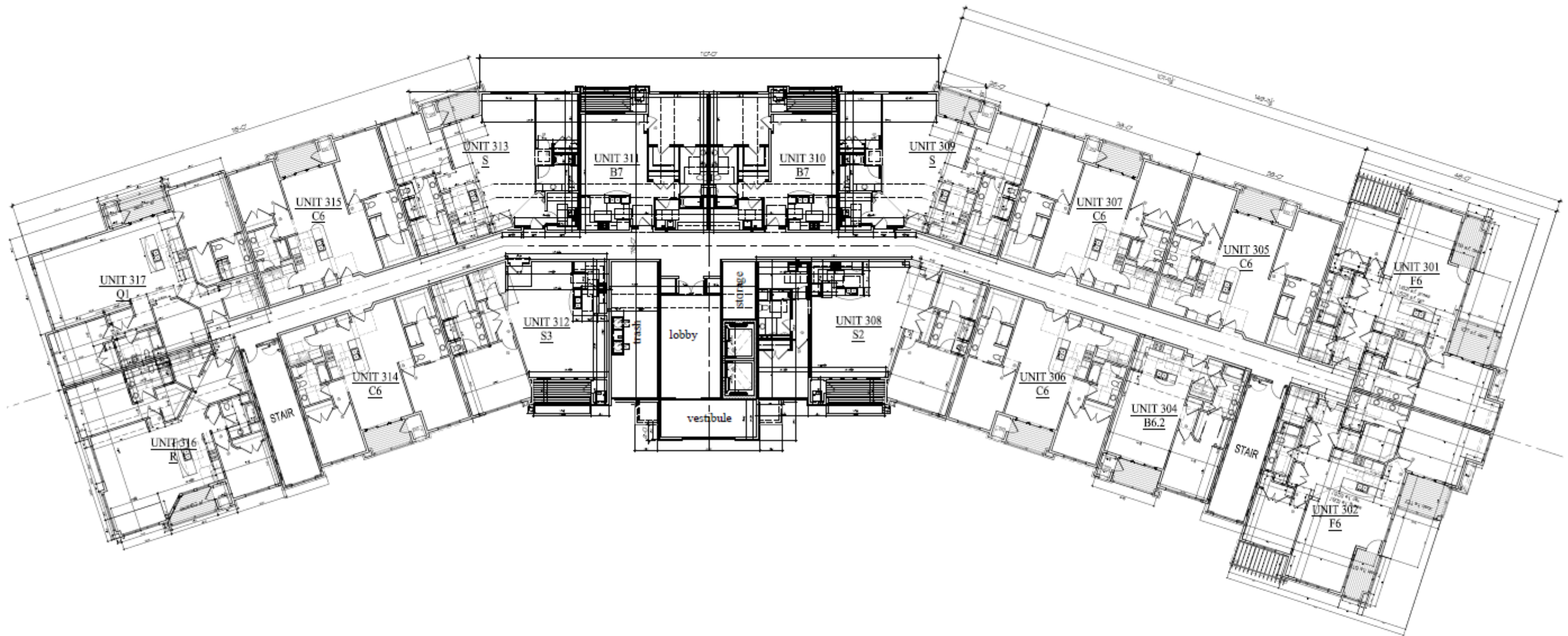
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
2nd Floor Plan

Issued For: Date:  
PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION

Date: 1/3/2025  
Job NO: 25101.005  
Drawn By: daj  
Sheet No:  
A1.2





1 3rd FLOOR PLAN  
3/22/25



Building #5  
Woodlands @ The Conservancy

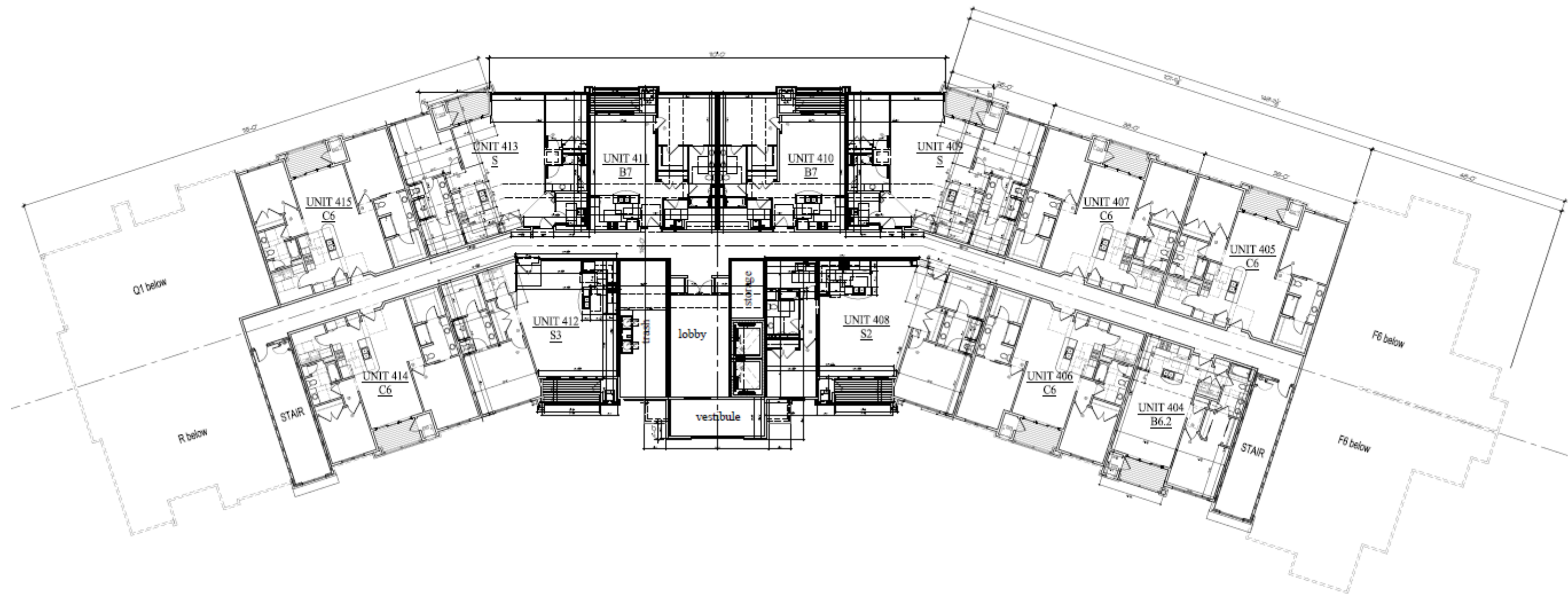
50. Moorland Rd(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
3rd Floor Plan

|             |            |       |           |
|-------------|------------|-------|-----------|
| Issued For: | Date:      | Date: | 1/3/2025  |
|             | Job NO.:   |       | 25101.005 |
|             | Drawn By:  |       | daj       |
|             | Sheet No.: |       | A1.3      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



1 4th FLOOR PLAN  
3/32"=1'-0"



Building #5  
Woodlands @ The Conservancy

50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

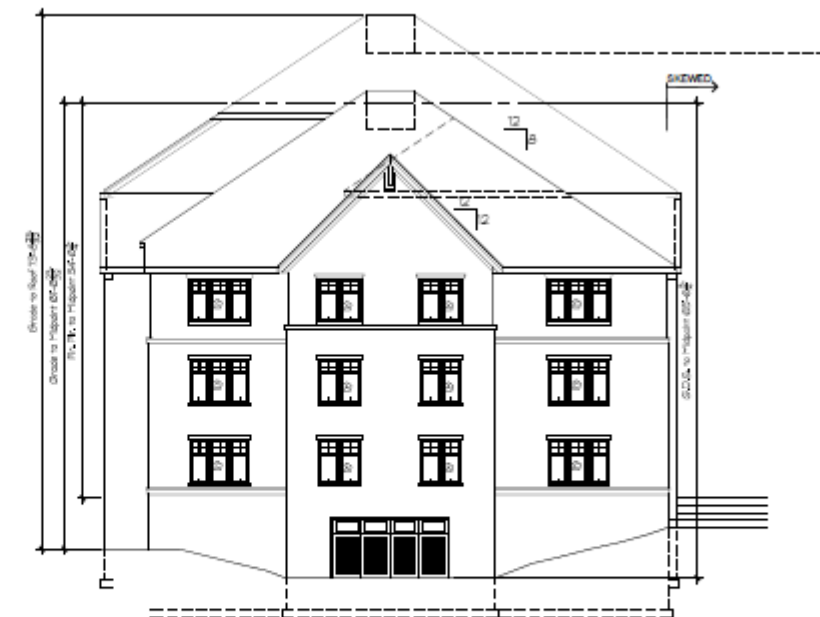
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, are an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
4th Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.005 |
|             |       | Drawn By:  | djg       |
|             |       | Sheet No.: | A1.4      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





Building #5  
Woodlands @ The Conservancy

50. Moorland Rd(CTH 'D') & W. Greenfield Ave.(STH'59')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, are an  
instrument of professional service, to  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

Issued For: Date: 1/3/2025  
Job NO: 25101.005  
Drawn By: dgj  
Sheet No: A2.1  
PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



6 South East Elevation  
3/22/20



7 East Elevation  
3/22/20



8 North East Elevation  
3/22/20



Building #5  
Woodlands @ The Conservancy

50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

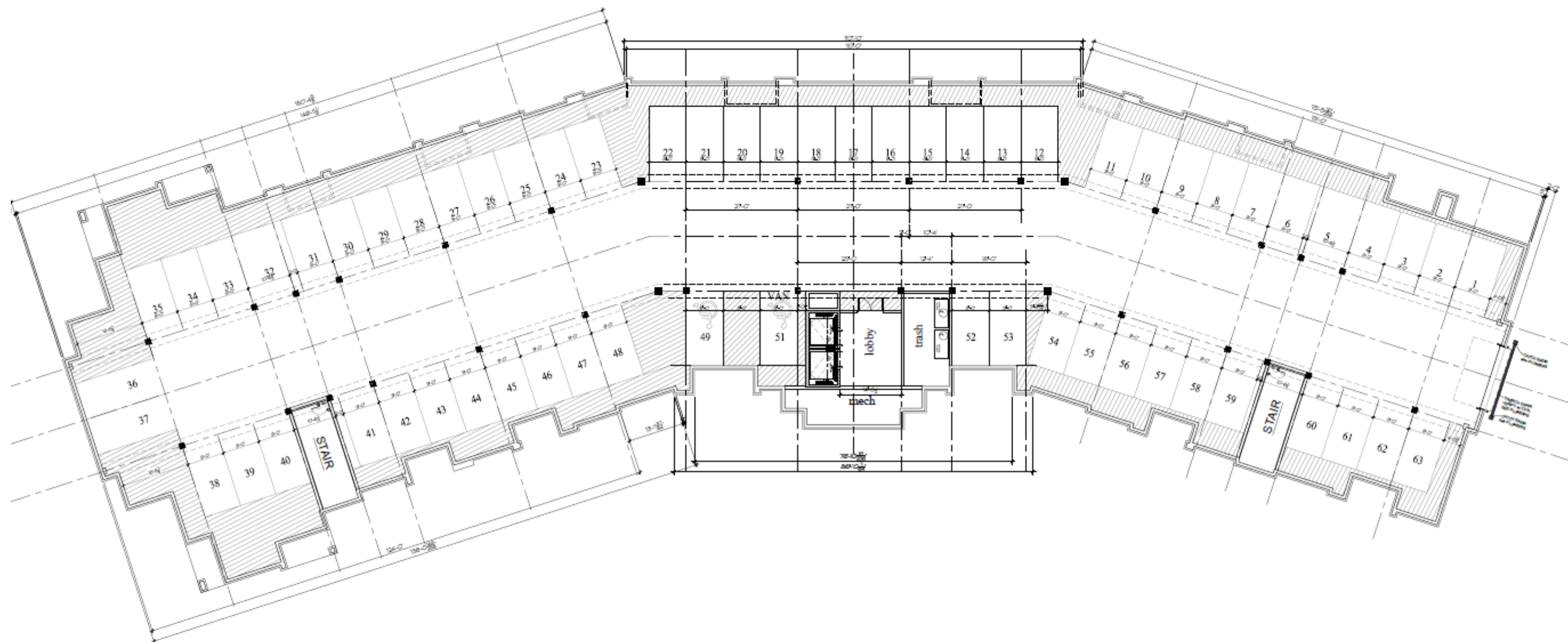
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

Issued For: \_\_\_\_\_ Date: 1/3/2025  
Job NO: 25101.005  
Drawn By: djg  
Sheet No:  
A2.2

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





1 PARKING FLOOR PLAN  
3/3/24-0



Building #6  
Woodlands @ The Conservancy

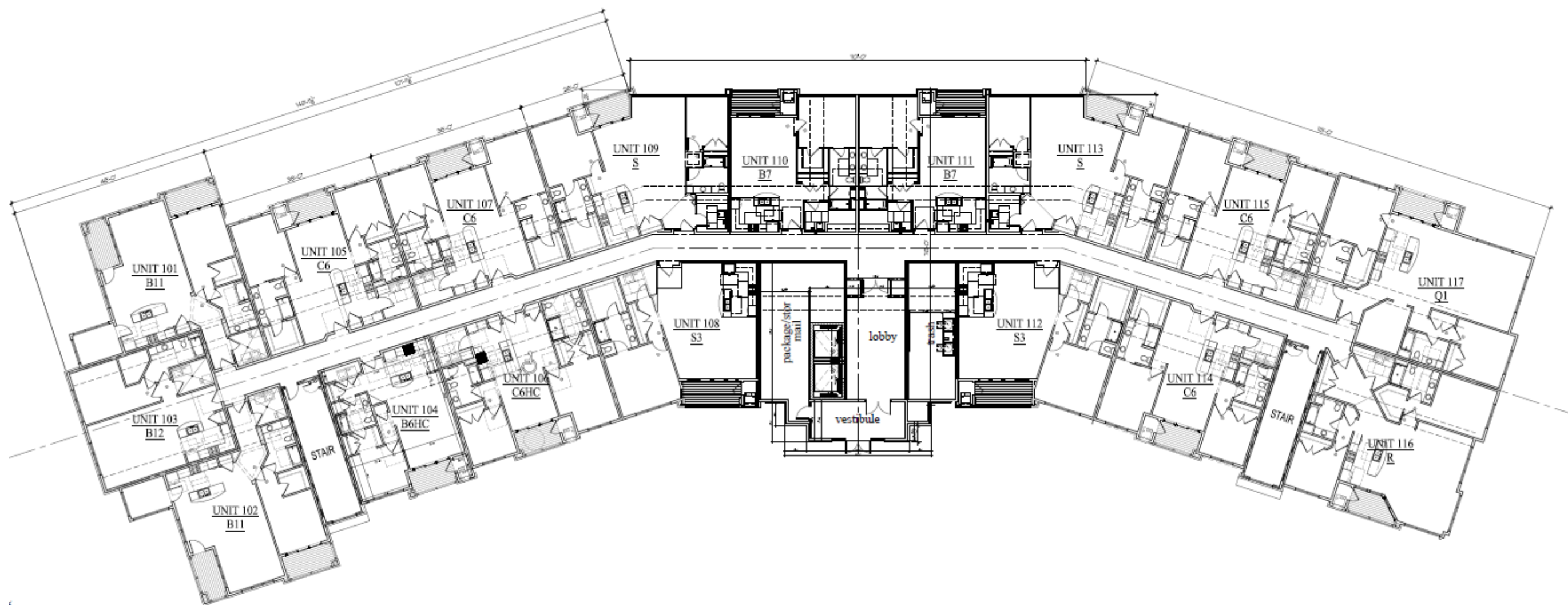
90. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Parking Floor Plan

|             |            |       |           |
|-------------|------------|-------|-----------|
| Issued For: | Date:      | Date: | 1/3/2025  |
|             | Job NO.:   |       | 25101.006 |
|             | Drawn By:  |       | dg        |
|             | Sheet No.: |       | A1.0      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



1 1st FLOOR PLAN  
3/22/24



Building #6  
Woodlands @ The Conservancy

50. Moorland Rd (CTH 'O') & W. Greenfield Ave. (STH'59")  
NEW BERLIN, WISCONSIN

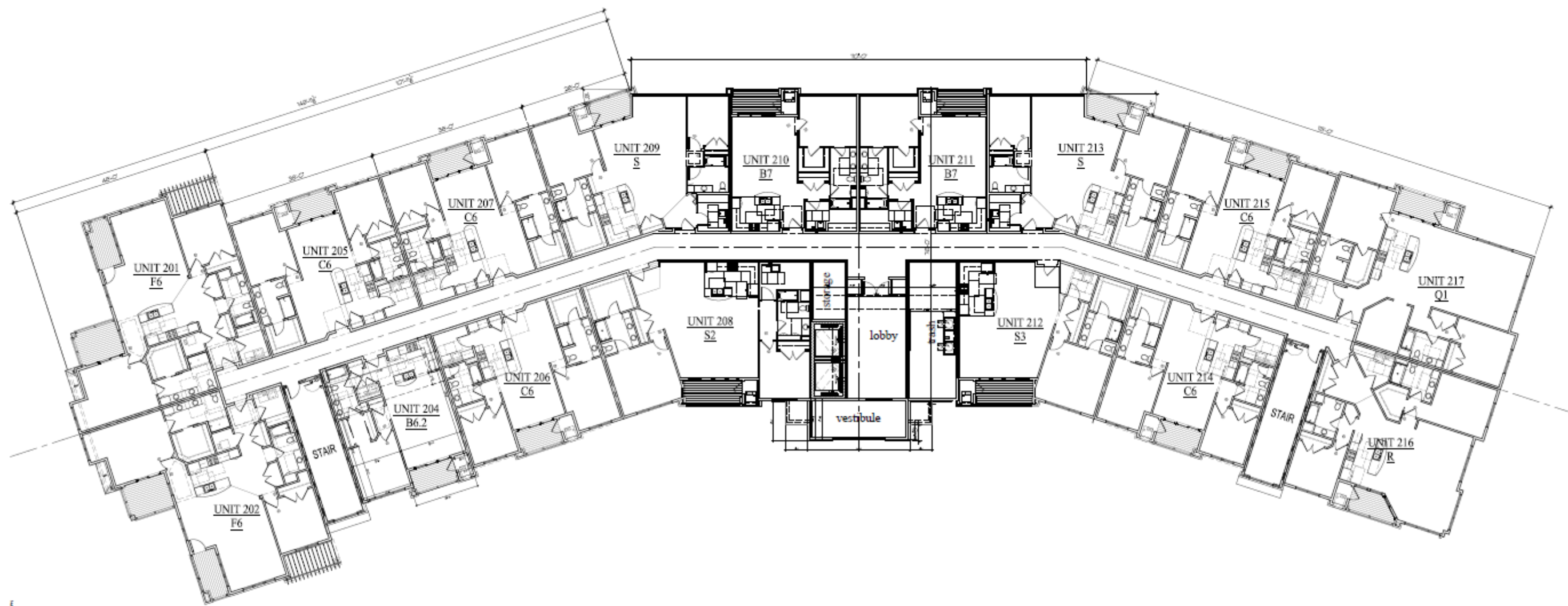
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
1st Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.006 |
|             |       | Drawn By:  | dq        |
|             |       | Sheet No.: | A1.1      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





1 2nd FLOOR PLAN  
3/12/24'-0"



Building #6  
Woodlands @ The Conservancy

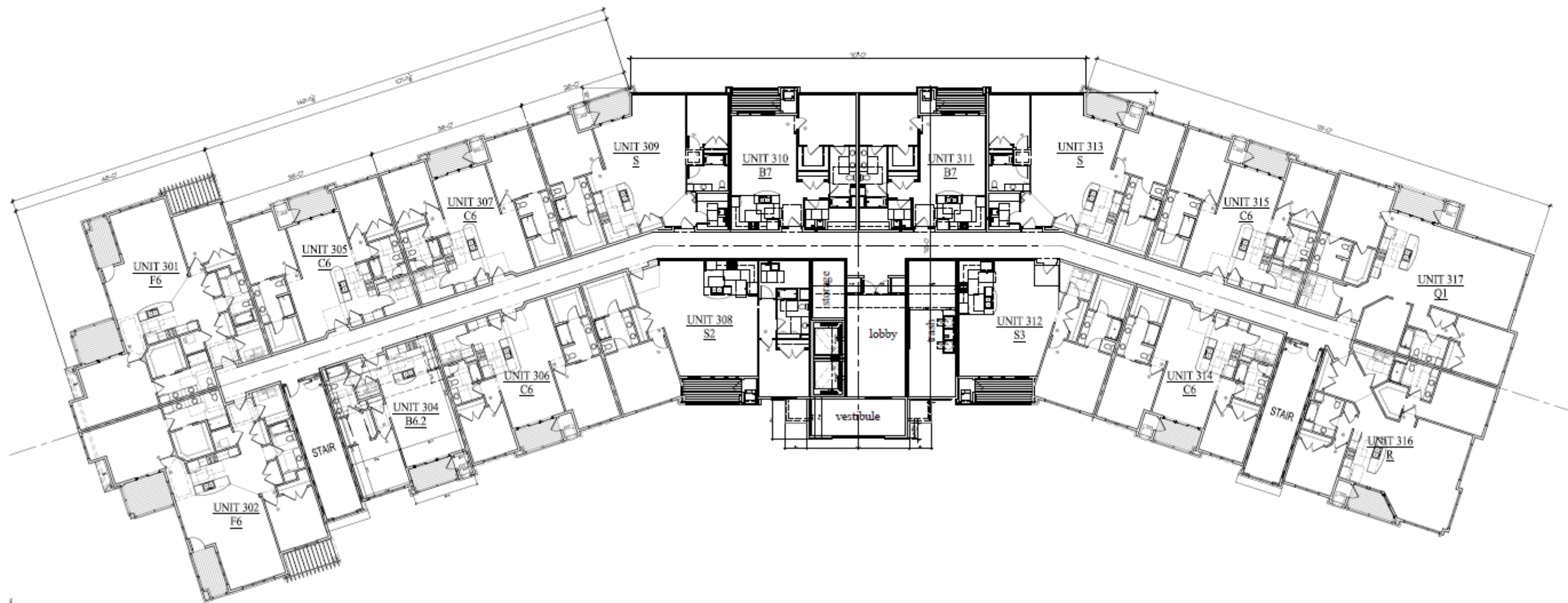
50. Moorland Rd (CTH 'O') & W. Greenfield Ave. (STH '59')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
2nd Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/9/2025  |
|             |       | Job NO.:   | 25/01.006 |
|             |       | Drawn By:  | djg       |
|             |       | Sheet No.: | A1.2      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



① 3rd FLOOR PLAN  
3/12/24'-0"



Building #6  
Woodlands @ The Conservancy

50. Moorland Rd (CTH 'O') & W. Greenfield Ave. (STH '59')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
3rd Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/9/2025  |
|             |       | Job NO.:   | 25101.006 |
|             |       | Drawn By:  | djg       |
|             |       | Sheet No.: | A1.3      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION







# Building #6 Woodlands @ The Conservancy

50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.006 |
|             |       | Drawn By:  | dj        |
|             |       | Sheet No.: | A2.1      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





Building #6  
Woodlands @ The Conservancy

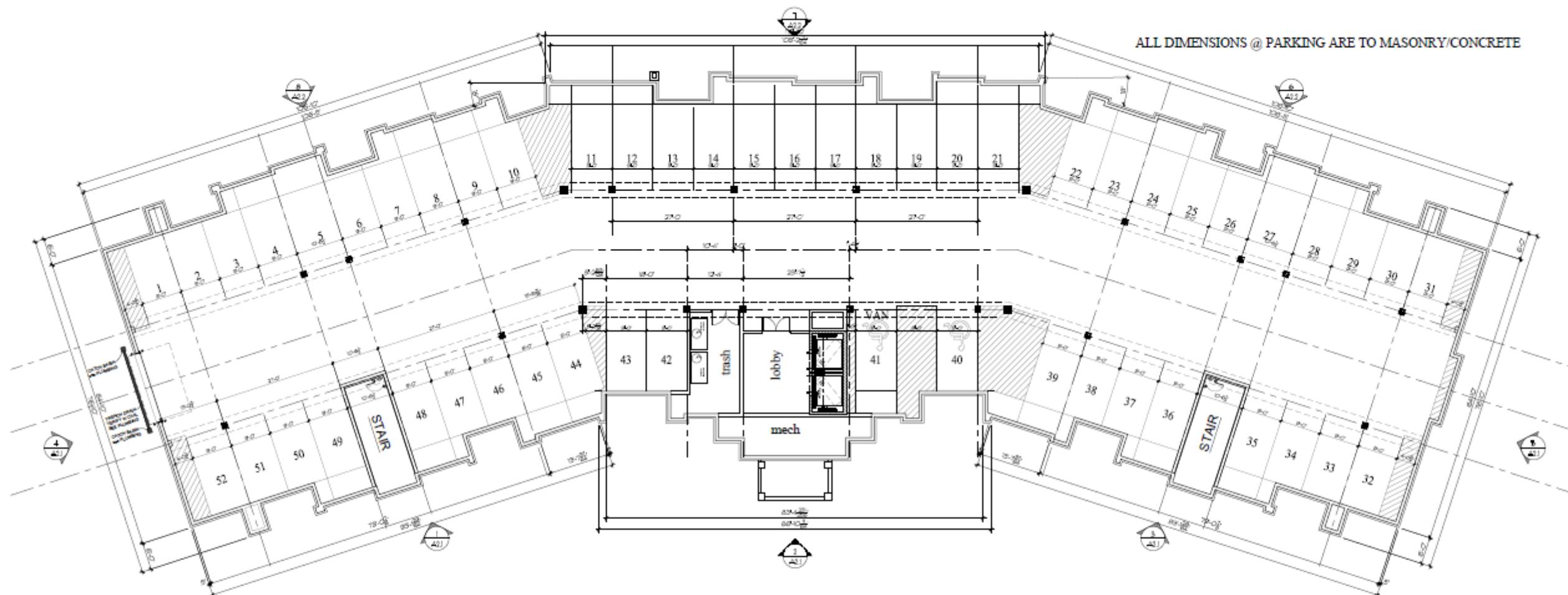
SO. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, is an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.006 |
|             |       | Drawn By:  | djg       |
|             |       | Sheet No.: | A2.2      |

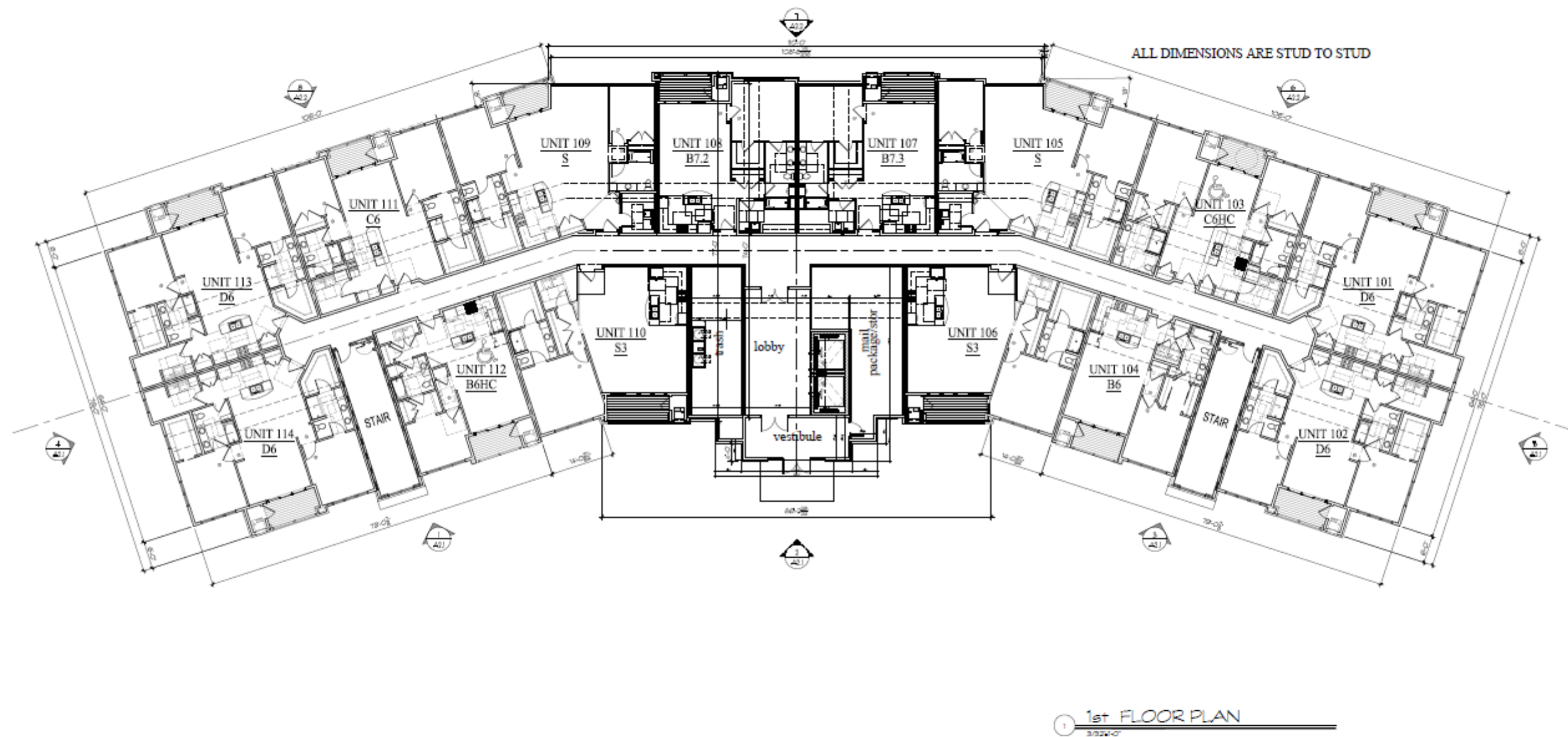
PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



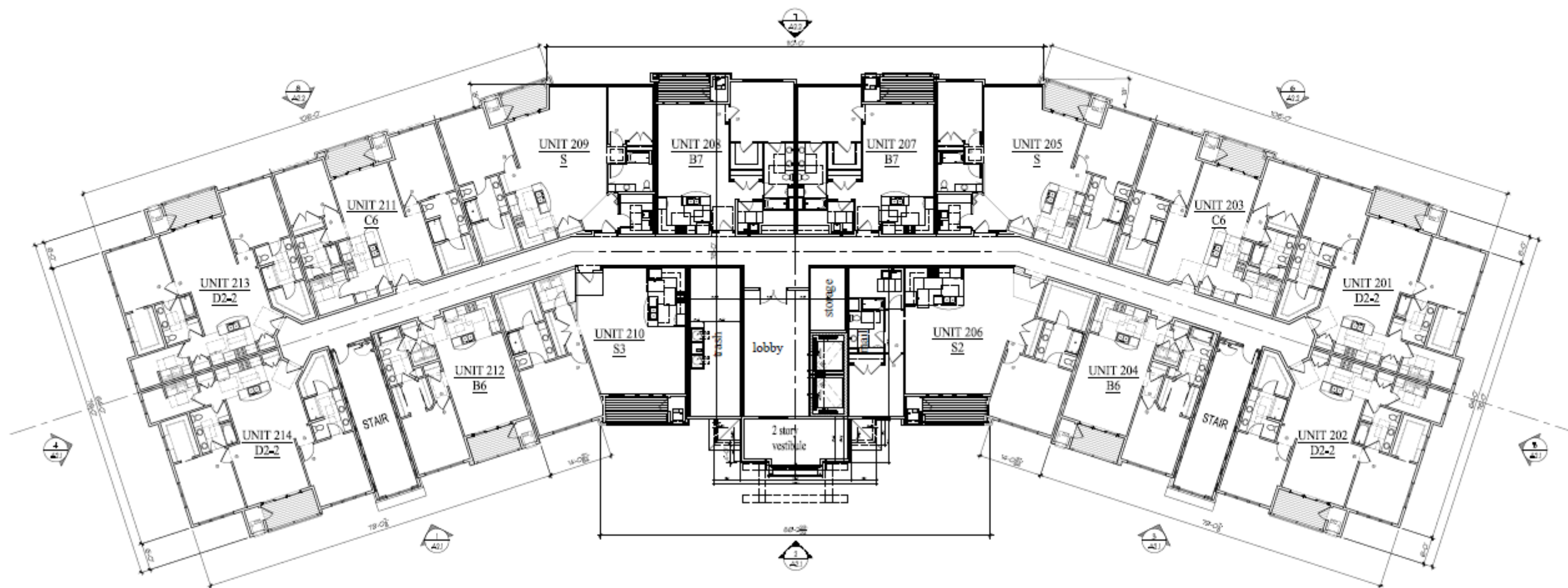
1 PARKING FLOOR PLAN  
3/22/25

|                                                                                                                                                                                                                                 |                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                            |                                   |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------|
| <br><b>TDI ASSOCIATES, INC.</b><br>ARCHITECTURE & PLANNING<br>25217 SOUTH WIND LAKE ROAD<br>WIND LAKE, WISCONSIN 53185<br>PHONE 262-489-2536 | <b>Building #7</b><br><b>Woodlands @ The Conservancy</b>                        |  | <b>TDI ASSOCIATES, INC.</b><br>All Rights Reserved<br><b>OWNERSHIP OF DOCUMENTS</b><br>This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc. | Sheet Title<br>Parking Floor Plan | Issued For: _____ Date: 1/3/2025 |
|                                                                                                                                                                                                                                 | 50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")<br>NEW BERLIN, WISCONSIN |  |                                                                                                                                                                                                                                                                                                                                                                                            | Job NO.: 25101.007                |                                  |
|                                                                                                                                                                                                                                 |                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                            | Drawn By: dg                      |                                  |
|                                                                                                                                                                                                                                 |                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                            | Sheet No.                         |                                  |
|                                                                                                                                                                                                                                 |                                                                                 |  |                                                                                                                                                                                                                                                                                                                                                                                            | <b>A1.0</b>                       |                                  |





|                                                                                                                                                                                                                                                     |                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div></div> <div>TDI ASSOCIATES, INC.<br/>ARCHITECTURE &amp; PLANNING<br/>25217 SOUTH WIND LAKE ROAD<br/>WIND LAKE, WISCONSIN 53185<br/>PHONE 262-499-2530</div> | <div>Building #7<br/>Woodlands @ The Conservancy</div> <div>50. Moorland Rd(CTH '0') &amp; W. Greenfield Ave.(STH'59")<br/>NEW BERLIN, WISCONSIN</div> | <div>TDI ASSOCIATES, INC.<br/>All Rights Reserved</div> <div>OWNERSHIP OF DOCUMENTS</div> <div>This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.</div> | <div>Sheet Title<br/>1st Floor Plan</div> | <div>Issued For:<br/>Date:<br/>Job NO.:<br/>Drawn By:<br/>Sheet No.</div> <div>1/3/2025<br/>25101.007<br/>dg<br/>A1.1</div> <div>PRELIMINARY DRAWING<br/>NOT FOR CONSTRUCTION</div> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



1 2nd FLOOR PLAN  
3/15/2025



Building #7  
Woodlands @ The Conservancy

50. Moorland Rd(CTH '04') & W. Greenfield Ave.(STH'59')  
NEW BERLIN, WISCONSIN

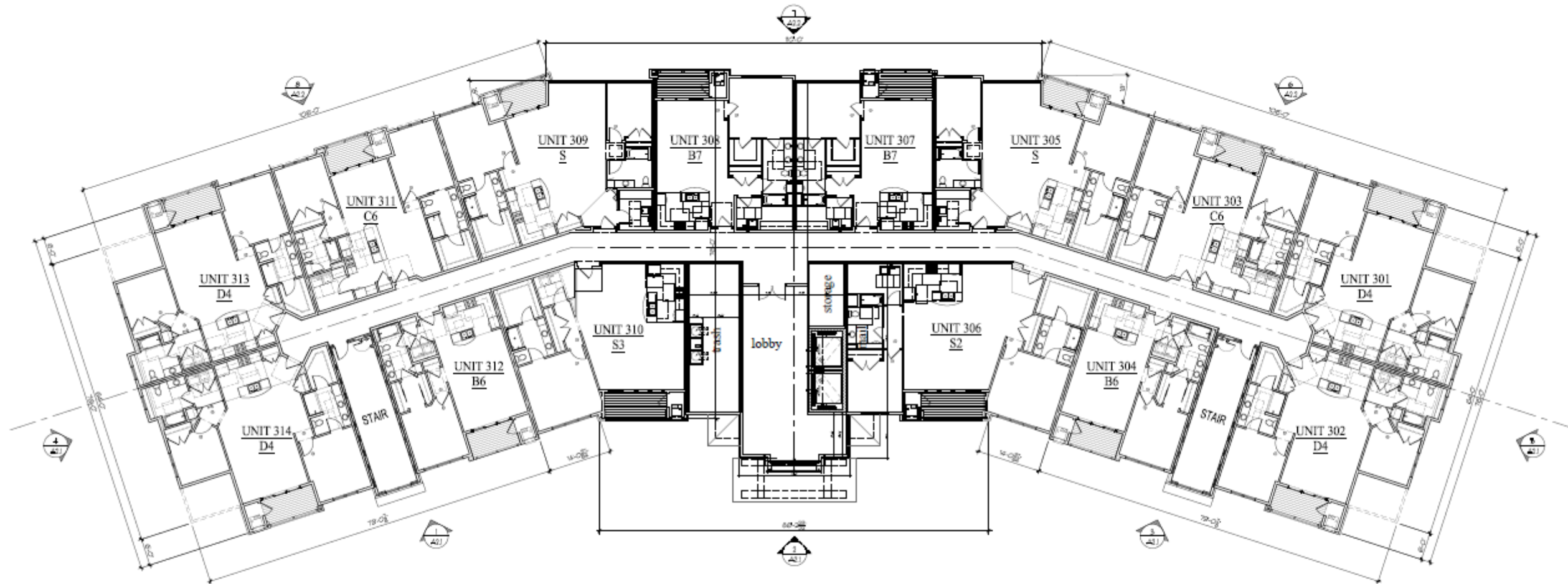
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
2nd Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.007 |
|             |       | Drawn By:  | dj        |
|             |       | Sheet No.: | A1.2      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





1 3rd FLOOR PLAN  
3/22/20



Building #7  
Woodlands @ The Conservancy

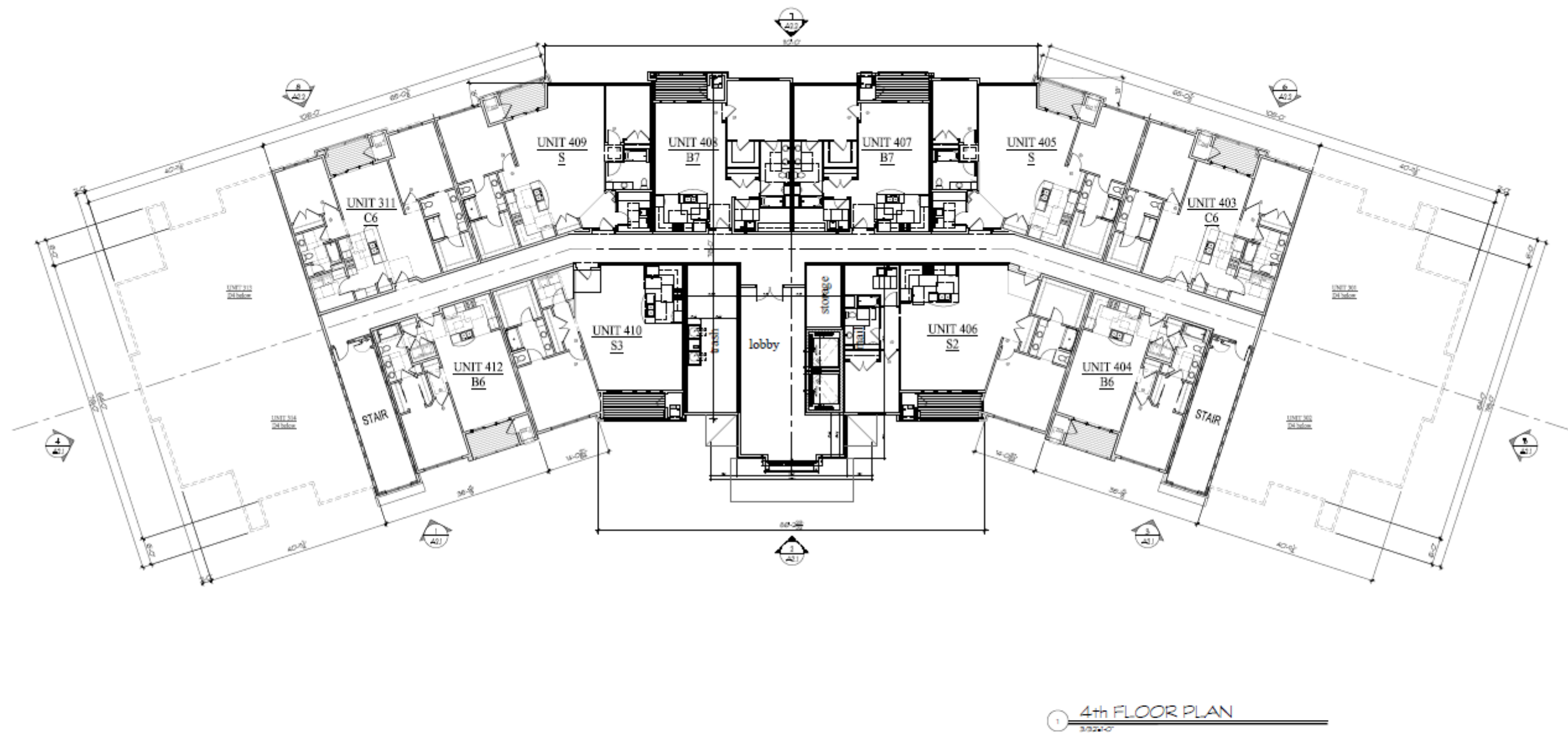
50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
3rd Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.007 |
|             |       | Drawn By:  | dq        |
|             |       | Sheet No.: | A1.3      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



Building #7  
Woodlands @ The Conservancy

50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

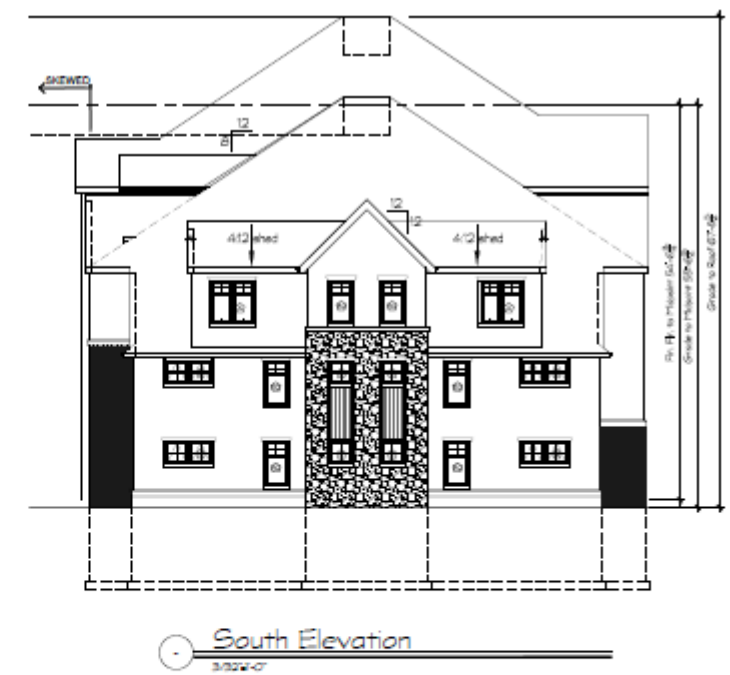
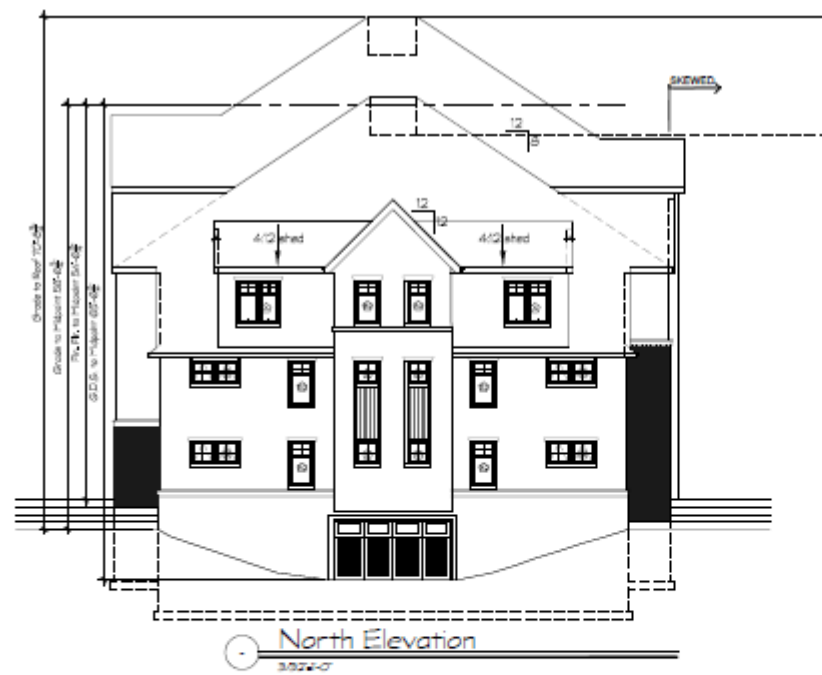
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
4th Floor Plan

|             |       |            |           |
|-------------|-------|------------|-----------|
| Issued For: | Date: | Date:      | 1/3/2025  |
|             |       | Job NO.:   | 25101.007 |
|             |       | Drawn By:  | djs       |
|             |       | Sheet No.: | A1.4      |

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION





Building #7  
Woodlands @ The Conservancy

50. Moorland Rd(CTH 'O') & W. Greenfield Ave.(STH'59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

Issued For: Date: 1/3/2025  
Job NO.: 25101.007  
Drawn By: dsj  
Sheet No.: A2.1

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



|                                                                                                                                                                                                                                             |                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   |                                                                                                 |                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
|  <p><b>TDI ASSOCIATES, INC.</b><br/>ARCHITECTURE &amp; PLANNING<br/>25217 SOUTH WIND LAKE ROAD<br/>WIND LAKE, WISCONSIN 53185<br/>PHONE 262-499-2530</p> | <p><b>Building #7</b><br/><b>Woodlands @ The Conservancy</b></p> <p>SO. Moorland Rd(CTH 'O') &amp; W. Greenfield Ave.(STH'59")<br/>NEW BERLIN, WISCONSIN</p> | <p>TDI ASSOCIATES, INC.<br/>All Rights Reserved</p> <p><b>OWNERSHIP OF DOCUMENTS</b></p> <p>This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.</p> | <p>Sheet Title<br/><b>Exterior Elevations</b></p> | <p>Issued For: _____ Date: _____</p> <p><b>PRELIMINARY DRAWING</b><br/>NOT FOR CONSTRUCTION</p> | <p>Date: <b>1/3/2025</b></p> <p>Job NO.: <b>25101.007</b></p> <p>Drawn By: <b>dg</b></p> <p>Sheet No.<br/><b>A2.2</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|



## RESIDENT CLUB

# THE CONSERVANCY



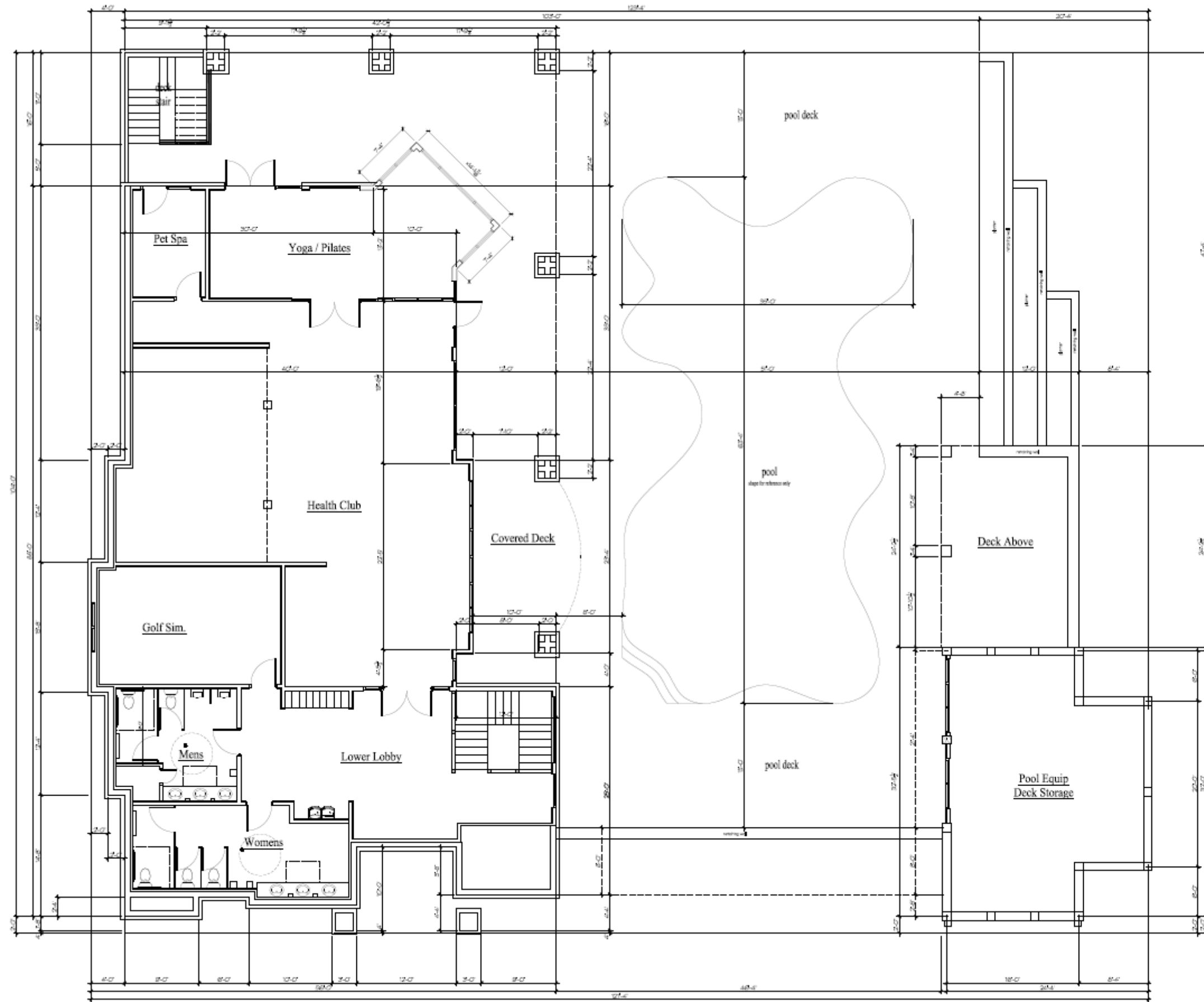
### Resident Club Features:

- ☐ Club Room
- ☐ Health Club
- ☐ Outdoor Pool
- ☐ Sundeck
- ☐ Pet Spa
- ☐ Work Space
- ☐ Administrative

- Resident Facilities
  - 7,420 Sq ft.
- Administrative Facilities
  - 2,080 Sq ft.
  - 22 Parking Stalls

Additional surface parking shall be supplemented by shared Retail/Office parking from 5 pm to 8 am.





1 OVERALL LOWER LEVEL FLOOR PLAN



**TDI ASSOCIATES, INC.**  
ARCHITECTURE & PLANNING

25217 SOUTH WIND LAKE ROAD  
WIND LAKE, WISCONSIN 53185  
PHONE 262-406-2530

**Residence Club  
@ The Conservancy**

50. Moorland Rd (CTH 'D') & W. Greenfield Ave. (STH '59')

NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved

**OWNERSHIP OF DOCUMENTS**

This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
**Overall Lower Level  
Floor Plan**

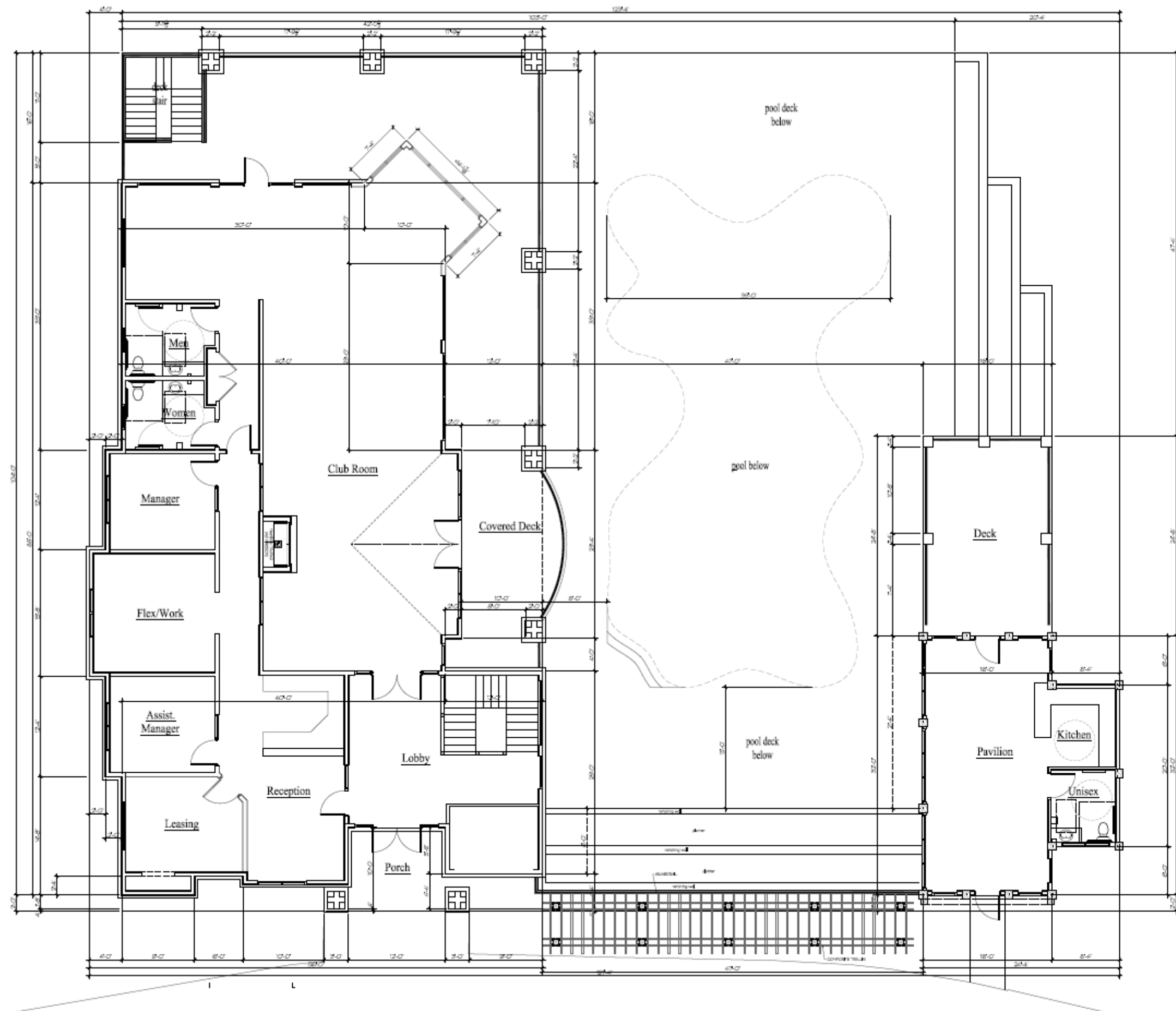
Issued For: \_\_\_\_\_ Date: \_\_\_\_\_

**PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION**

Date: 1/3/2025  
Job No.: 25101.100  
Drawn By: dgj  
Sheet No. \_\_\_\_\_

**A1.0**





1 OVERALL MAIN LEVEL FLOOR PLAN



25217 SOUTH WIND LAKE ROAD  
WIND LAKE, WISCONSIN 53185  
PHONE 262-469-2530

**Residence Club  
@ The Conservancy**  
SO. Moorland Rd (CTH 'D') & W. Greenfield Ave (STH '54')  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and design incorporated herein, as an instrument of professional service, is the sole property of TDI Associates, Inc., and is not to be used in whole or in part for any other project or purpose without the expressed written authorization of TDI Associates, Inc.

Sheet Title  
Overall Main Level  
Floor Plan

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_

PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION

Date: 1/3/2025

Job NO: 25101.100

Drawn By: djg

Sheet No.

A1.1



**Residence Club  
@ The Conservancy**

50. Moorland Rd(CTH "C") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

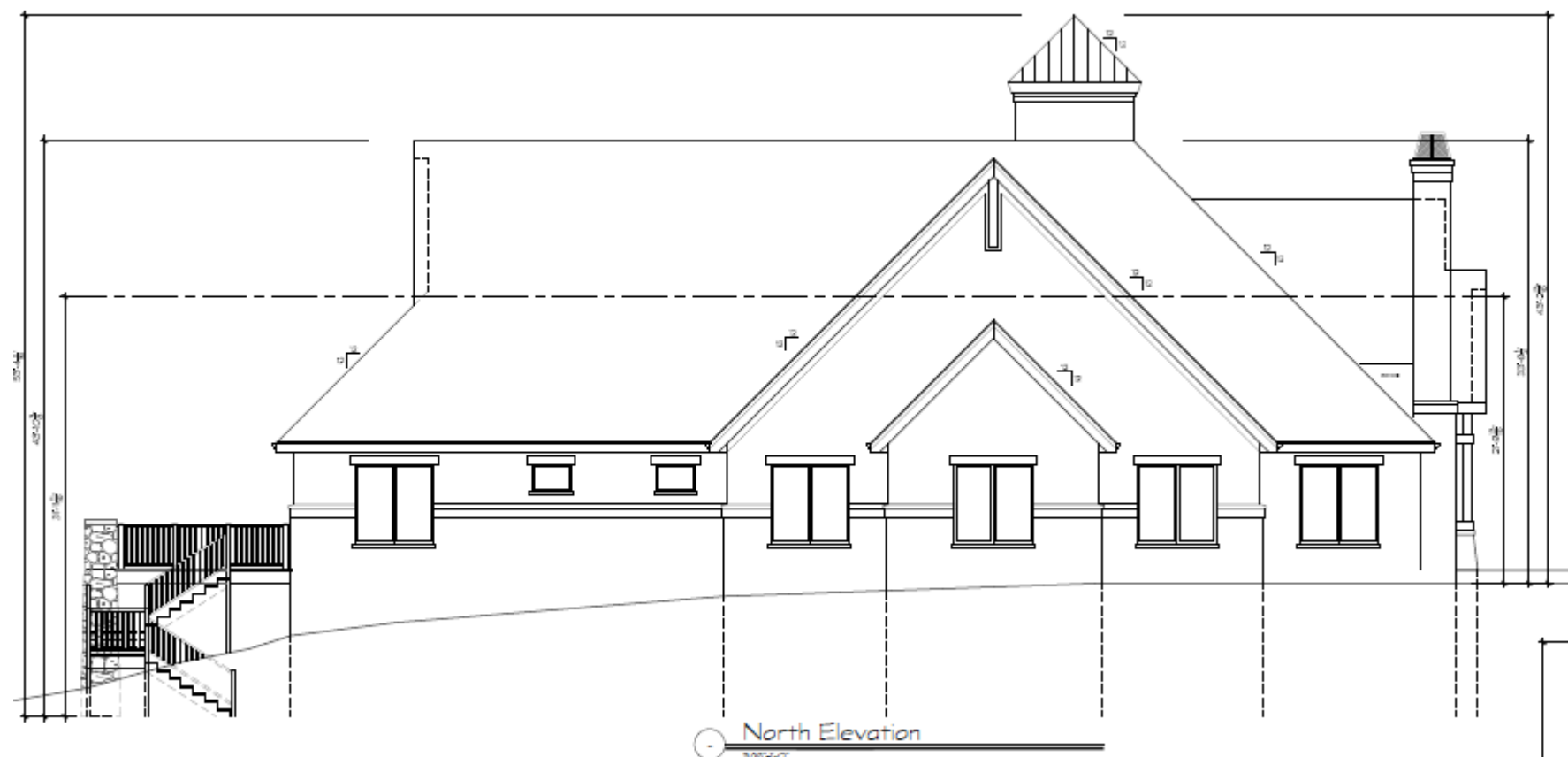
TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

Date: 1/3/2025  
Job NO.: 25101.100  
Drawn By: djl  
Sheet No.: **A2.1**





# Residence Club @ The Conservancy

50. Moorland Rd.(CTH "O") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

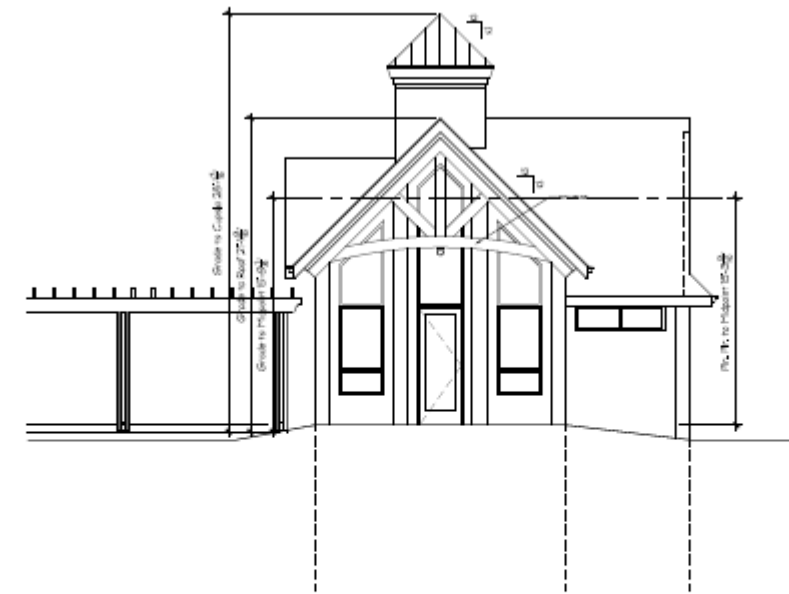
Sheet Title  
Exterior Elevations

|             |           |          |
|-------------|-----------|----------|
| Issued For: | Date:     | 1/3/2025 |
| Job NO.:    | 25101.100 |          |
| Drawn By:   | daj       |          |
| Sheet No.:  | A2.2      |          |

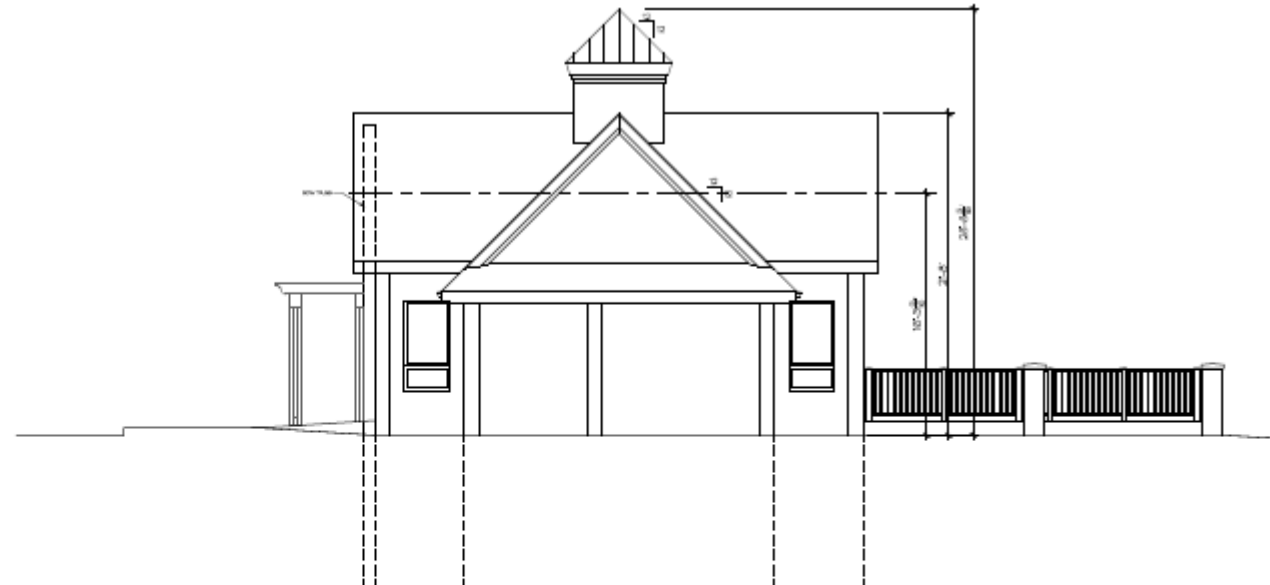
PRELIMINARY DRAWING  
NOT FOR CONSTRUCTION



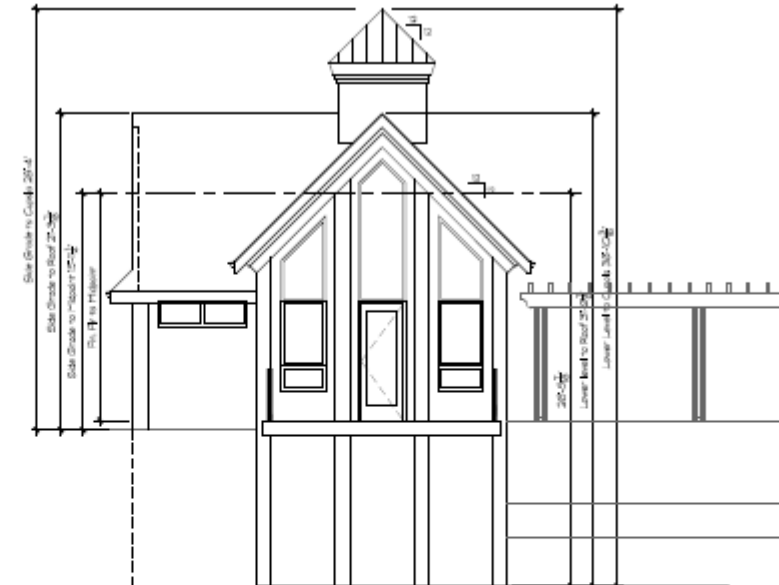
North Elevation - Pavilion  
3/16"=1'-0"



West Elevation - Pavilion  
3/16"=1'-0"



South Elevation - Pavilion  
3/16"=1'-0"



East Elevation - Pavilion  
3/16"=1'-0"



Residence Club  
@ The Conservancy

50. Moorland Rd(CTH "D") & W. Greenfield Ave.(STH"59")  
NEW BERLIN, WISCONSIN

TDI ASSOCIATES, INC.  
All Rights Reserved  
OWNERSHIP OF DOCUMENTS  
This document, and the ideas and  
design incorporated herein, as an  
instrument of professional service, is  
the sole property of TDI Associates,  
Inc., and is not to be used in whole or  
in part for any other project or purpose  
without the expressed written  
authorization of TDI Associates, Inc.

Sheet Title  
Exterior Elevations  
@ Pavilion

Issued For: \_\_\_\_\_ Date: \_\_\_\_\_  
**PRELIMINARY DRAWING**  
NOT FOR CONSTRUCTION

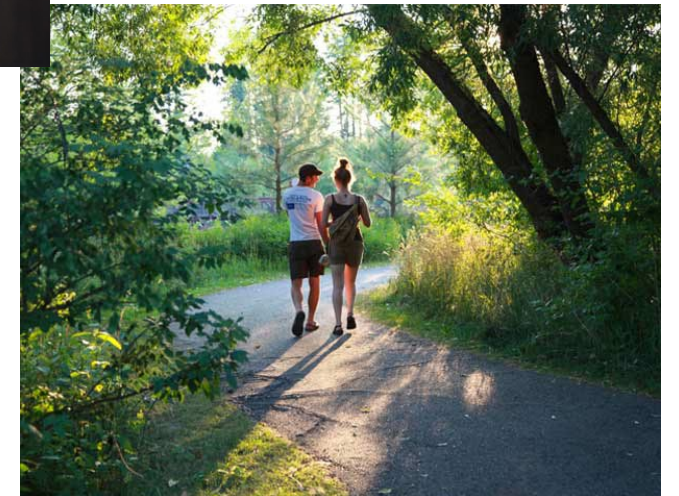
Date: 1/3/2025  
Job NO. 25101.100  
Drawn By: dsj  
Sheet No.

A2.3



# THE CONSERVANCY

## CAMPUS AMENITIES



- Hardwood Forest Reserve
- Conservancy Walk
- Neighborhood open greens, Ponds and wetlands preservation
- Resident Club with Pool and Fitness Center
- New Berlin Recreation Trail
- Pet Run
- Walkable sidewalk on site





T H E  
CONSERVANCY

COMMUNITY BENEFIT

- The Conservancy shall serve to establish, populate and animate the southeast quadrant to a new commercial, and residential district on the intersection of Moorland and Greenfield Avenue providing both quality of life and economic benefits to the City of New Berlin.
- Creates a Master Planned Neighborhood by the implementation of the central design elements identified in City of New Berlin planning studies.
- Provide a private vehicular and pedestrian circulation plan.
- Creates a vital animated pedestrian-oriented neighborhood rich in recreation and social amenities.
- Provides a local population and access to properties within the mixed-use business district in the City of New Berlin to the east and north in the City of Brookfield.
- Encourage reinvestment and/or redevelopment of the remaining neighboring parcels and provides the flexibility for the medium and high-density development.
- Expands neighborhood economic development through additional population base supporting local businesses.
- Provides a preservation of high-quality woodland and wetland environments as well as commercial/retail land uses.

| Neighborhood Value Increase       |                     |
|-----------------------------------|---------------------|
| Current Southeast Quadrant Value: | \$0                 |
| Developed Southeast Quadrant:     | <u>\$65,740,300</u> |
| Increase:                         | \$65,740,300        |

| Municipal Tax Benefits | Current    | Developed        |
|------------------------|------------|------------------|
| City of New Berlin:    | \$0        | \$411,434        |
| School District:       | \$0        | \$424,404        |
| Others:                | <u>\$0</u> | <u>\$154,404</u> |
| Total:                 | \$0        | \$990,242        |



T H E  
CONSERVANCY

DEVELOPMENT TIMETABLE

The following Construction Schedule is anticipated:

| ANTICIPATED CONSTRUCTION TIME TABLE  |              |                     |                      |                   |
|--------------------------------------|--------------|---------------------|----------------------|-------------------|
| <u>Building No.</u>                  | <u>Units</u> | <u>Name</u>         | <u>Commencem ent</u> | <u>Completion</u> |
| Moorland Road Reconstruction         |              |                     | April 2026           | Novem ber 2026    |
| Site Work                            |              |                     | August 2025          | June 2026         |
| <i>Phase I - Center</i>              |              |                     |                      |                   |
| 2/3                                  | 46           | Conservancy Center  | June 2026            | Septem ber 2027   |
| 5/6                                  | 122          | Woodland Residences | August 2026          | Novem ber 2027    |
| 16                                   | -            | Resident Club       | September 2026       | Septem ber 2027   |
| Lease-Up Stabilization of 168 Units: |              |                     | September 2027       | June 2028         |
| <i>Phase II - South</i>              |              |                     |                      |                   |
| 7                                    | 52           | Woodland Residences | July 2027            | Septem ber 2028   |
| 12 - 15                              | 16           | Meadow Residences   | September 2027       | Septem ber 2028   |
| Lease-Up Stabilization of 68 Units:  |              |                     | September 2028       | July 2029         |
| <i>Phase III - North</i>             |              |                     |                      |                   |
| 1                                    | 71           | The Conservator     | June 2028            | December 2029     |
| 4                                    | 52           | Woodland Residences | July 2028            | Septem ber 2029   |
| 8 - 11                               | 16           | Meadow Residences   | September 2028       | July 2029         |
| Lease-Up Stabilization of 138 Units: |              |                     | July 2029            | June 2030         |

The Schedule above represents the anticipated completion schedule, which may be accelerated based on an earlier date of actual construction and lease-up stabilization. As typical, Construction Lender(s) for the Project will condition the financing for Phase II and Phase III upon the completed actual lease-up stabilization of the Phase I Buildings. Thus, the anticipated Construction Timetable above assumes that construction of Phase II and Phase III will not commence until actual lease-up stabilization of the Phase I Buildings is complete. We would reserve the right to begin construction of any future phase out of sequence and in advance of the dates identified above.

# T H E CONSERVANCY

## OPERATIONS

In addition to being a significant community resource for increasing the quality of life for its residents, resident families, and the general community, Wimmer Communities has been a positive economic force as well.

Wimmer Communities directly operates their facilities through a staff specialized in professional property management in five departments including Resident Services, Community Services, Lifestyle Services, Facilities Management, and Business Administration. In addition to employment opportunities, Wimmer Communities adopts an aggressive purchasing program for local distributors of required supplies and services.

Wimmer Communities shall provide day-to-day operations, which will be managed out of an on-site property management office located in the Resident Club.

Hours of On-Site Operation Monday-Friday 9:00 a.m. -6:00 p.m. Saturday - Sunday 11:00-a.m. - 4:00 p.m.

Wimmer Communities provides a 24-hour emergency response service for after-hours maintenance issues. In addition, property management staff provides many concierge and lifestyle services to residents, including:

- Special Holiday Events
- Aerobics Classes
- Housekeeping
- Laundry and Dry-Cleaning Drop-off
- Grocery Delivery
- Pharmaceutical Delivery
- Floral Delivery
- Houseplant Care
- Pet Grooming
- Special Events Planning and Catering for the Community Center

Maintenance of buildings will be the responsibility of on-site maintenance staff. Licensed contractors are retained for larger building upkeep activities and or electrical, mechanical, plumbing, and fire protection work requiring professional trade people. A property preventive maintenance program is strictly implemented to protect the long-term value of the property.

Landscape Maintenance will be provided under contract with professional landscape management firms. In addition to basic lawn care services, landscape firms provide Spring and Fall clean ups, shrub and tree pruning, weeding of flowerbeds, and other services, which together comprise a comprehensive landscape management program. Service contracts generally run from April through November.

Snow Removal services are provided under contract with professional snow removal contractors. Wimmer Communities maintains relationships with multiple reliable vendors for snow removal and selects the most appropriate vendor based on equipment, ability to provide responsive service, and proximity of the contractor's facilities to the property. Snow removal contracts provide for street plowing and sidewalk clearing. Properties are staked and reviewed with plowing contractors every fall to minimize the potential for landscape damage. Contractors are responsible for complete restoration of any damage incurred.

Refuse Disposal will be provided under contract with a licensed trash hauler. A centrally located waste collection center will be provided on each floor that contains a trash chute to receptacles, compartmentalized on the underground parking level. On-site property maintenance staff will coordinate with the licensed trash hauler for weekly emptying of the trash containers. Recycling bins are also provided and located within the waste collection centers in the building to provide convenient separation of recyclable materials. There are no building-related trash receptacles or dumpsters situated outside of any buildings





## About Wimmer Communities

Wimmer Communities is a family-owned, locally operated, multi-faceted real estate development, brokerage, construction, and property management firm that:

- Owns, operates, and manages over thirty-five apartment communities, independent and assisted living senior residences, commercial properties, and hotel located throughout the Milwaukee metropolitan area, with more high-quality properties currently under development.
- Understands that how one lives is just as important as where one lives, resulting in a team of craftsmen and service management personnel who are dedicated to providing outstanding customer service, and exciting, comfortable, secure and convenient residences.
- Offers its family of employees a respectful and positive work environment where everyone is equal.
- Embraces the opportunity and responsibility to be a positive force in the communities in which we live, work, and play through involvement in the arts, health, education, recreation, and environment.

Wimmer Communities' Mission is founded upon values and ideals as the cornerstones to its drive to be a leader in the residential real estate industry through entrepreneurial spirit, calculated risk taking, and being on the leading edge of new markets and opportunities to achieve continued success and profitability.

This goal is realized through the development, management and construction of properties that are exciting, physically and economically accessible, and satisfy the need for comfort, security, and personal growth of the families and individuals who come into contact with that development. These environments are created for customers through respect, communication, responsiveness, and personalized service to achieve customer satisfaction.

Wimmer Communities celebrates individuals who perpetuate the traditional work ethic and challenge their abilities to promote personal and professional growth, while maintaining open communication, recognizing all employees as members of a team who are rewarded financially with competitive salaries and recognition for exceptional performance.

Wimmer Senior Communities creates environments for seniors above the age of 62 that provide superior quality of life by offering a continuum of care in services and programming within a most desired and least restrictive environment, allowing individuals to age with dignity. It is committed to respecting the individuality, independence and privacy of our residents, while providing high-quality, cost-effective care within a safe and secure residential environment. Wimmer Senior Communities offers a program of services that nurtures the body, mind, and spirit and respects the choices of our residents in the care-planning process, which involves both family and friends in lifestyle decision-making.

Throughout the years, Wimmer Communities has won numerous awards and achievements. Wimmer has been awarded the Milwaukee Journal Sentinel Top Workplace Award for nine consecutive years and most recently in 2024, as well as earning USA Today's 2024 Top Workplace USA Award. The Apartment Owners and Managers Association (AOMA) recognized Wimmer for the following TOBY awards; 2016 Property Excellence (The Centennial), 2016 Onsite Manager, 2017 Property Excellence (Heritage House & The Silvernail), 2017 Outstanding Support Staff, 2018 Apartment Building Senior Housing (Forest Ridge), 2018 Property Excellence (Falcon Glen), 2019 Assistant Manager of the Year, 2019 Outstanding Maintenance of the Year, 2021 Property Excellence (Oakton Beach & The Silvernail), and 2021 Assistant Manager of the Year. Wimmer Communities has been honored with the following Milwaukee Journal Sentinel Top Choice Awards, which are voted on by the Milwaukee area public; 2017 Assisted Living Finalist (Forest Ridge), 2018 Assisted Living Finalist (Forest Ridge), 2018 Hometown Business Finalist (Wimmer Communities), 2021 Assisted Living Finalist (Forest Ridge), and 2021 Top Apartments Winner (Wimmer Communities). Wimmer Communities maintenance technicians regularly win awards and recognitions at the annual Maintenance Mania competition, including 4 individual technician awards in 2020 and 2 national qualifiers. Wimmer Communities was also awarded the 2020 Leadership in Safety Award by the Associated General Contractors of Great Milwaukee.





### Arts

- Wimmer Communities' Concerts in the Gardens - Since 1996 Wimmer Communities has produced and sponsored a series of outdoor summer concerts open to the public at the Boerner Botanical Gardens
- United Performing Arts Fund serving Southeastern Wisconsin
- Wimmer Rehearsal Hall at Marquette University High School
- Marquette University High School Theater
- Wimmer Communities' Collection of Contemporary Art - on exhibit in Community Centers throughout the Milwaukee metropolitan area featuring signature works from world-renowned artists, as well as bold works from up-and-coming new artists.

### Environment

- Marquette University High School Endowment Fund
- Whitnall Park Archery Center in its 27th year of public enjoyment.
- Kulwicki Pavilion and Little League Park created through Wimmer Communities coordinated the donation and construction of this 25-acre site, which includes four Little League/softball fields, playground equipment, and pavilion.

### Environment

- Wimmer Wetlands offers an educational bike path explaining the importance of wetlands in urban land planning as a segment of the Milwaukee County Park System's Oak Leaf Trail.
- Boerner Botanical Gardens Welcome Center
- Green Building practices ensure environmentally responsible material selections and systems, which are resource-efficient and utilize sustainable energy.
- Community Reuse and Recycling programs for construction materials, furnishings, and waste.

### Health

- Annual endowment to the Mary T. Wimmer Breast Cancer Research Fund
- Waukesha Community Health Center building fund contribution - provides high-quality health care, health education, and social services to low-income area residents.
- Funding of the Wimmer Cardiac Testing Center brings innovative technology to the new Heart and Vascular Center at ProHealth Care. This patient-centered care program utilizes The Discovery 530c, a state-of-the-art nuclear camera, which offers faster scan times while decreasing radiation doses to patients.
- Funding of the Wimmer Healing Garden at the ProHealth Care UW Cancer Center provides a tranquil rooftop sanctuary for patients and their families to relax, reflect, and rejuvenate.
- Funding of the St. Mary's Contemplative Labyrinth offers an outdoor labyrinth walk emulating life's pilgrimage for ecumenical meditation.







### Team Member Volunteer Initiatives

- Wimmer Communities assists the efforts of its staff in providing funding and facilitating the charitable causes to which they feel connected.
- Operation Christmas Child- Since 2001 employees have filled shoeboxes with gifts for children around the world and Wimmer Communities pays the shipping costs.
- Milwaukee Rescue Mission - Donations of toys and clothing generously donated by Wimmer Communities' residents and employees.
- Habitat for Humanity - Wimmer Communities supports Habitat for Humanity ReStores by contributing surplus construction materials and gently used appliances. The support of this worthy cause has included collections of household items including small appliances.
- Hunger Task Force - Wimmer Communities' employees and residents donate food items to this annual cause and our communities serve as drop-off points.
- Community Projects for Seniors - Wimmer Communities assists this worthy organization in providing necessities for low-income seniors by the collection and donation of household bath items.





# T H E CONSERVANCY

## Appendix

- Proposed PUD Zoning Data Table
- Fire Department Access Plan
- Conceptual Entry Monument



| Regulation                                                   | Uses                                                                                                                                                                        | Density                                                                                                                       | Minimum Lot Area                                                                                                                      | Minimum Lot Width                                                                                                                  | Setbacks                                       |                                    |                                    |                |                                               | Lot Coverage                                                                                           | Minimum Floor Area                                                    | Building Height |                                                                                                                                                                                                                                                                 | Building Separation                        | Usable Open Space                                                                                                                                                             | Unit Sizes       |                  |                  |                    | Off-Street Parking                          |                                                                                                                                  |                              |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------|------------------------------------|----------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------|--------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                                              |                                                                                                                                                                             |                                                                                                                               |                                                                                                                                       |                                                                                                                                    | Front                                          | Side                               | Rear                               | Shore          | Wetlands                                      |                                                                                                        |                                                                       | Min             | Max                                                                                                                                                                                                                                                             |                                            |                                                                                                                                                                               | Studios          | 1BR              | 2BR              | 3BR                | Attached                                    | Total                                                                                                                            | Guest                        |
| RM-1 Zoning District<br>Multiple Family Residential District | Multi-Family = Permitted<br>Amenity Uses = Not specified<br>Not closer than 120 feet to single family residential lands                                                     | Maximum of 7 units per zoned acre                                                                                             | Larger of: 6,500 s.f per unit<br>OR<br>20,000 s.f.                                                                                    | 120 ft                                                                                                                             | 25 ft. Minimum                                 | 15 ft. Minimum                     | 50 ft. Minimum                     | 50 ft. Minimum | All Impervious Surfaces<br><br>30 ft. Minimum | Buildings: 45% (Max)<br><br>Impervious Surfaces: 60% (Max)<br><br>Open Space & Landscaping: 40% (Min.) | 2,000 s.f per Building or<br>2,200 s.f. per Building without Basement | None            | 35 ft. to Midpoint                                                                                                                                                                                                                                              | 30 ft. Minimum                             | Not Specified                                                                                                                                                                 | 500 s.f. Minimum | 650 s.f. Minimum | 800 s.f. Minimum | 1,000 s.f. Minimum | 1.0 per unit (Minimum)<br><br>Part of Total | Apartments<br>2.0 per unit (Minimum)<br>Plus Guest<br><br>Resident Club<br>Required: 1 space/200 SF<br>Actual: 0.45 space/200 SF | 0.1 space per unit (Minimum) |
| Initial Multi-Family Design                                  | 375 Multi-Family Units<br>Approximately 9,800 SF Resident Club<br><br>South Property Line is approximately 200 ft. from nearest Single Family Residential Lands             | Total Units: 375<br>29.57 Acres<br>12.68 Units per acre (exclusive of C-2 zoned areas and entrance to Woodmont Dr.)           | Lot 1: 9.670 acres<br>Lot 2: 19.71 acres<br>Lot 3: 4.39 acres<br><br>Total: 33.761 acres / 1,470,629 SF<br><br>3,922 s.f. per unit    | North/South<br>Lot 1: Approx 1,003 ft.<br>Lot 2: Approx 746 ft<br>Lot 3: Approx. 515 ft<br><br>Total Lot Width at Street: 2,264 ft | Moorland<br>External: 22 ft<br>Internal: 25 ft | External: 35 ft<br>Internal: 15 ft | External: 28 ft<br>Internal: 12 ft | Not Applicable | 8 ft at Parking lot<br>West of Bldg 4         | Buildings: 13%<br><br>Impervious Surfaces: 21%<br><br>Open Space & Landscaping: 66%                    | 3,160 s.f. (4-Unit Meadows Buildings)                                 |                 | First Floor to Mid-Point of Roof:<br>54' - 6 3/4" (Conservator and Woodlands)<br><br>Exterior Grade Entry to Mid-Point of Roof:<br>62' - 0 3/4" (Conservator)<br><br>Underground Garage Entry to Mid-Point of Roof:<br>65' - 6 3/4" (Conservator and Woodlands) | 27 ft. at Resident Club to Woodlands No. 3 | 33.76 Total Acres<br>3.75 Acres of Wetlands<br>-----<br>30.01 Usable Acres<br><br>(11.43 Acres of Buildings & Impervious Surface<br><br>18.58 Acres of Woodland & Open Space) | n/a              | 855 s.f. gross   | 1,230 s.f. gross | 1,532 s.f. gross   | 1.07 per unit                               | 2.02 per unit (2.12 per unit incl. Guest)                                                                                        | 0.101 space per unit         |
| Revised Multi-Family Design                                  | 413 Multi-Family Residential Units<br>Approximately 9,800 SF Resident Club<br><br>South Property Line is approximately 200 ft. from nearest Single Family Residential Lands | Total Units: 413<br>29.57 Acres<br>13.97 Units per PUD-zoned acre (exclusive of C-2 zoned areas and entrance to Woodmont Dr.) | Lot 1: 9.670 acres<br>Lot 2: 19.71 acres<br>Lot 3: 4.39 acres<br><br>Total: 33.761 acres / 1,470,629 SF<br><br>3,560.85 s.f. per unit | North/South<br>Lot 1: Approx 1,003 ft.<br>Lot 2: Approx 746 ft<br>Lot 3: Approx. 515 ft<br><br>Total Lot Width at Street: 2,264 ft | Moorland<br>External: 40 ft<br>Internal: 25 ft | External: 35 ft<br>Internal: 15 ft | External: 28 ft<br>Internal: 12 ft | Not Applicable | 8 ft at Parking lot<br>West of Bldg 4         | Buildings: 15%<br><br>Impervious Surfaces: 20%<br><br>Open Space & Landscaping: 65%                    | 56,624 s.f. (35-Unit Meadows Buildings)                               |                 | First Floor to Mid-Point of Roof:<br>54' - 6 3/4" (Conservator and Woodlands)<br><br>Exterior Grade Entry to Mid-Point of Roof:<br>62' - 0 3/4" (Conservator)<br><br>Underground Garage Entry to Mid-Point of Roof:<br>65' - 6 3/4" (Conservator and Woodlands) | 27 ft. at Resident Club to Woodlands No. 3 | 33.76 Total Acres<br>3.75 Acres of Wetlands<br>-----<br>30.01 Usable Acres<br><br>(11.81 Acres of Buildings & Impervious Surface<br><br>18.20 Acres of Woodland & Open Space) | n/a              | 855 s.f. gross   | 1,230 s.f. gross | 1,532 s.f. gross   | 1.08 per unit                               | 1.96 per unit (2.06 per unit incl. Guest)                                                                                        | 0.101 space per unit         |
| Current Retail Design                                        | Approximately 19,600 SF of Ground Floor Retail within Two Mixed-Use Residential Buildings<br>(Approximately 9,800 SF of Retail per Building)                                |                                                                                                                               |                                                                                                                                       |                                                                                                                                    |                                                |                                    |                                    |                |                                               |                                                                                                        |                                                                       |                 |                                                                                                                                                                                                                                                                 |                                            |                                                                                                                                                                               |                  |                  |                  |                    | N/A                                         | Req: 1 Space per 200 SF<br>Actual: 1 Space per 200 SF                                                                            | N/A                          |

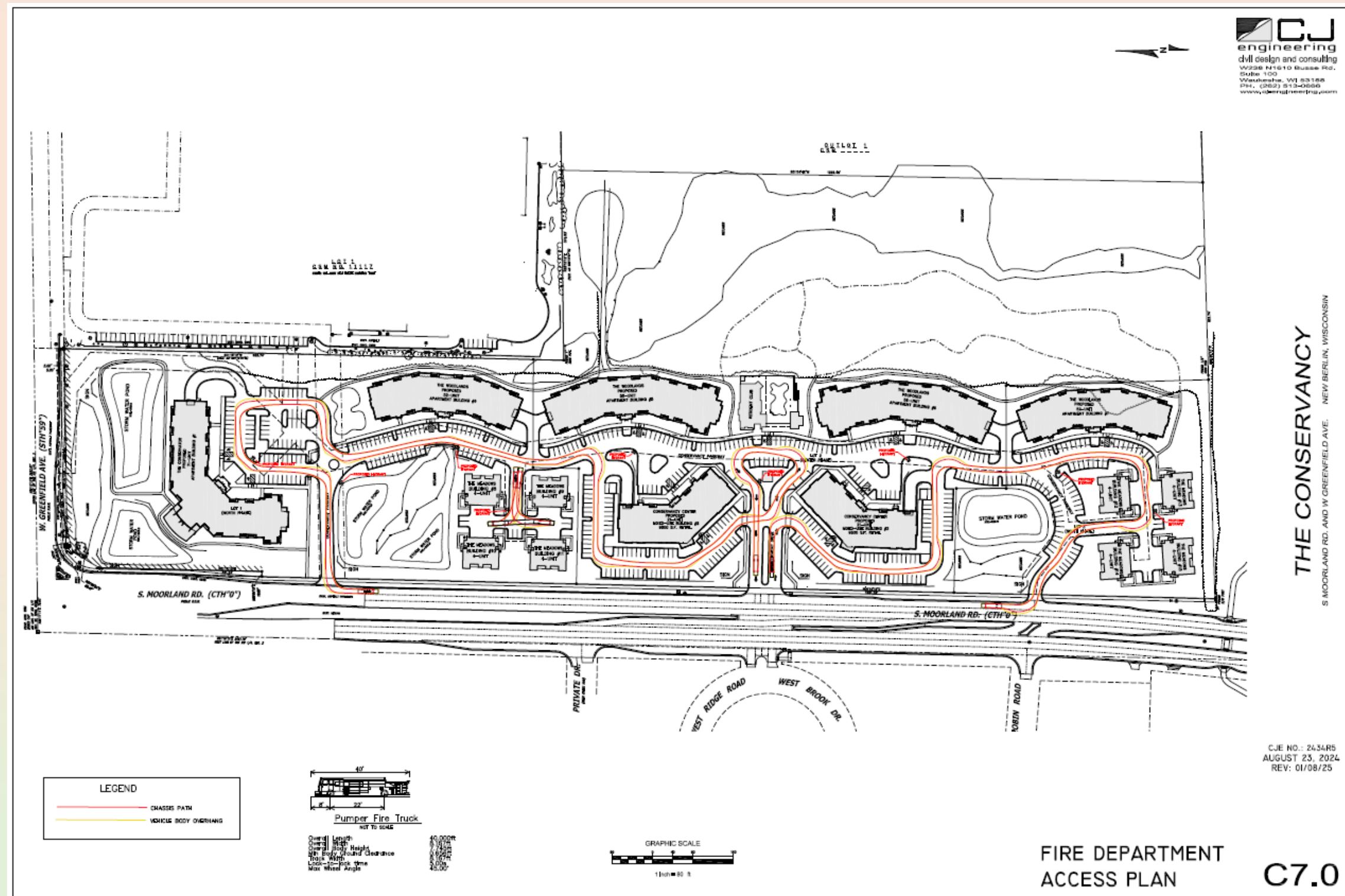
NOTE: "External" refers to perimeter lot lines of proposed 3-parcel CSM.  
"Internal" refers to interior lot lines of proposed 3-parcel CSM.

NOTE: Required Retail parking ratios above are based on City's determination that proposed Retail constitutes "Personal Services" use under Table 275-75-1. Please see Staff Report, File # UA-2402003, PC Date: 10/07/2024

| Community Benefits - Initial Proposal vs. Revised Proposal |         |                  |                  |
|------------------------------------------------------------|---------|------------------|------------------|
|                                                            | Current | Initial Proposal | Revised Proposal |
| Neighborhood Value Increase                                | \$0     | \$65,547,956     | \$71,690,948     |
| Property Tax                                               | \$0     | \$990,242        | \$1,079,876      |
| New Housing Fee Paid by the Project                        | N/A     | \$854,408        | \$940,425        |
| New Housing Fee Credit Request                             | N/A     | \$750,000        | \$0              |

NOTE: Staff Report cited above also determined that Resident Club constitutes "Personal Services" use. As proposed, parking ratio at Resident Club is 0.45 space per 200 SF.

## Fire Department Access Plan





# T H E CONSERVANCY

Conceptual Entry Monument







Site Entrance





Residence Club Building 16





Residence Club Building 16





Residence Club Pool





The Woodlands Building 4





Conservancy Center Building 2





The Woodlands Building 5





The Conservator Building 1



# CHAPTER 10: LAND USE PLAN

Revisions approved by Council on 11/14/2023 DATE via Ordinance # 2684.



## LAND USE PLANNING IN RELATION TO STATE STATUTES

Section 62.23 of the Wisconsin Statutes grants cities and villages the authority to prepare and adopt local master plans or plan elements. In 1999, the Wisconsin Legislature enacted legislation that greatly expanded the significance of comprehensive plans within the State. The law, referred to as Wisconsin's "Smart Growth" law, provides a new framework for the development, adoption, and implementation of comprehensive plans by various units of government. The law, set forth in Section 66.1001 of the Wisconsin Statutes, requires that the administration of zoning, subdivision, and official mapping ordinances be consistent with a community's adopted comprehensive plan beginning on January 1, 2010.

In Waukesha County, 27 of the 37 cities, villages, and towns opted to participate in the Waukesha County Comprehensive Plan process. The process was led by County staff with assistance from the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Waukesha County UW-Extension staff. The City of New Berlin selected to establish its own, more tailored Comprehensive Plan in lieu of participating through the County.

Several of the nine comprehensive planning elements required by Section 66.1001 of the Statutes must be updated or addressed to bring existing land use or master plans into compliance with the requirements of the comprehensive planning legislation. This chapter provides the full Land Use Element for the City of New Berlin. Additional information regarding existing and future land uses can be found in each individual neighborhood chapter.



## EXISTING LAND USES

Reviewing past and existing land use trends can aid in planning for the types of uses that are in demand. Figure 10.1 illustrates the land use trends for the City of New Berlin from 1990 to 2020. The existing land use map shown in Figure 10.2 is based on City assessment data from 2020 using Market Drive software produced by Assessment Technologies LLC. The map illustrates a high amount of single-family residential land with supporting industrial/manufacturing and commercial uses. Other land uses include agricultural, exempt, forest lands, multi-family residential, recreation, and undeveloped. Wetlands and woodlands are also identified.

|                                        | 1990   |         |        | 1995   |         |        | 2000   |         |       | 2020   |         |        |
|----------------------------------------|--------|---------|--------|--------|---------|--------|--------|---------|-------|--------|---------|--------|
|                                        | % Dev. | % Total |        | % Dev. | % Total |        | % Dev. | % Total |       | % Dev. | % Total |        |
|                                        | Acres  | Area    | Area   | Acres  | Area    | Area   | Acres  | Area    | Area  | Acres  | Area    | Area   |
| Residential (1)(4)                     | 6,227  | 62.0%   | 26.4%  | 6,563  | 59.9%   | 27.8%  | 6,782  | 58.3%   | 28.7% | 13,574 | 69.1%   | 59.8%  |
| Commercial (1)(4)                      | 364    | 3.6%    | 1.5%   | 397    | 3.6%    | 1.7%   | 466    | 4.0%    | 2.0%  | 2,652  | 13.5%   | 11.7%  |
| Industrial/Manufacturing (1)(4)        | 586    | 5.8%    | 2.5%   | 614    | 5.6%    | 2.6%   | 763    | 6.6%    | 3.2%  | 655    | 3.3%    | 2.9%   |
| Transp./Common/Utilities (1)           | 2,061  | 20.5%   | 8.7%   | 2,549  | 23.3%   | 10.8%  | 2,681  | 23.0%   | 11.4% |        |         | 0.0%   |
| Government/Institutional/Exempt (1)(4) | 422    | 4.2%    | 1.8%   | 434    | 4.0%    | 1.8%   | 473    | 4.1%    | 2.0%  | 1,139  | 5.8%    | 5.0%   |
| Recreational (1)(2)(4)                 | 384    | 3.8%    | 1.6%   | 406    | 3.7%    | 1.7%   | 470    | 4.0%    | 2.0%  | 1,633  | 8.3%    | 7.2%   |
| Urban Subtotal(4)                      | 10,044 | 100.0%  | 42.6%  | 10,963 | 100%    | 46.5%  | 11,635 | 100.0%  | 49.3% | 19,653 | 100.0%  | 86.6%  |
| Agricultural (4)                       | 6,817  | 50.3%   | 28.9%  | 6,277  | 49.7%   | 26.6%  | 5,124  | 42.8%   | 21.7% | 1,804  | 59.2%   | 7.9%   |
| Natural Resources Areas                | 3,734  | 27.6%   | 15.8%  | 3,508  | 27.8%   | 14.9%  | 3,567  | 29.8%   | 15.1% |        |         |        |
| Wetlands                               | 2,323  | 17.1%   | 9.8%   | 2,269  | 18.0%   | 9.6%   | 2,301  | 19.2%   | 9.8%  |        |         |        |
| Woodlands/Forests(4)                   | 1,283  | 9.5%    | 5.4%   | 1,130  | 8.9%    | 4.8%   | 1,154  | 9.6%    | 4.9%  | 224    | 7.4%    | 1.0%   |
| Surface Water                          | 128    | 0.9%    | 0.5%   | 109    | 0.9%    | 0.5%   | 112    | 0.9%    | 0.5%  |        |         |        |
| Other (4)                              | 2,997  | 22.1%   | 12.7%  | 2,845  | 22.5%   | 12.1%  | 3,268  | 27.3%   | 13.9% |        |         |        |
| Undeveloped Land(4)                    |        |         |        |        |         |        |        |         |       | 1,018  | 33.4%   | 4.5%   |
| Nonurban Subtotal(4)                   | 13,548 | 100%    | 57.4%  | 12,630 | 100.0%  | 53.5%  | 11,959 | 100.0%  | 50.7% | 3,046  | 100.0%  | 13.4%  |
| Total                                  | 23,592 |         | 100.0% | 23,593 |         | 100.0% | 23,594 |         |       | 22,699 |         | 100.0% |

SEWRPC & City of New Berlin Assessment Data -Market Drive software produced by Assessment Technologies LLC

1-Includes off-street parking areas.

2- Includes intensively used area of public and non-public recreation sites.

3- Includes extractive, landfills and unused land.

4 - For the 2020 values, the City Assessor is using new software that does not calculate the information in the same way. The calculations are a bit different.

The categories were matched as closely as possible.

The predominate property type is used in this table. Wetlands, woodlands/forests and surface water were not calculated separately. We also did not differentiate between urban and non-urban for 2020.

Figure 10.1. City of New Berlin Land Use Trends

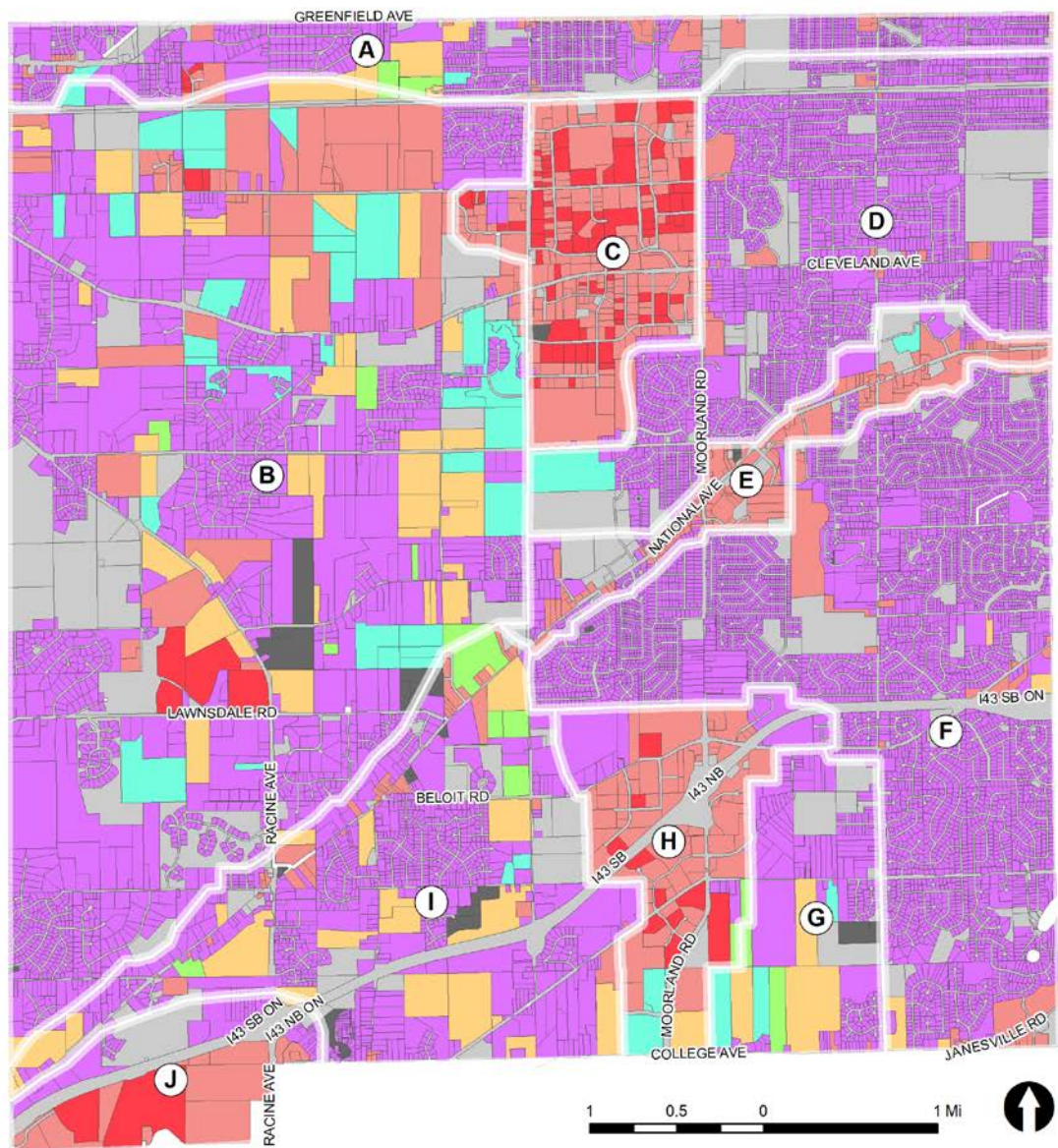
Source: SEWRPC & City of New Berlin Assessment Data

In 2020, the primary urban use within New Berlin consisted of residential land at approximately 13,574 acres, or 59.8% of the total area of New Berlin. This was an increase of 6,792 acres from 2000.



**EXISTING LAND USE**

*with Neighborhood Overlay*



**EXISTING LAND USE**

- |                   |               |             |
|-------------------|---------------|-------------|
| No Value Assigned | Exempt        | Residential |
| Agricultural      | Forest        | Undeveloped |
| Commercial        | Manufacturing |             |

March 2024

**COMPREHENSIVE PLAN 2030**  
*City of New Berlin, Wisconsin*

Figure 10.2. Existing Land Use Map of the City of New Berlin. UPDATE MAP IF PUD IS APPROVED.





Even though the amount of agricultural land in the City has been decreasing over time, agricultural land still plays a significant role in New Berlin. Most new subdivisions built since 2015 have been conservation style subdivisions with an overall density of one home per 5 acres, in addition to 50 to 75 percent open space. The City has continued to monitor the subdivision ordinances every few years to ensure that we are continuing to preserve open spaces, wetlands and woodlands.

Based upon survey work conducted by the Department of Community Development in 2008, this decrease can be attributed to market forces that have resulted in less overall income being derived from farming, multiple property ownerships creating smaller, less contiguous farmland acreages, and a general lack of interest in farming. Surveying large property owners whose current existing land use is agriculture, in 1999, 95% and in 2007, 91% of those surveyed identified that farming was not their main occupation. The Department mailed out 123 surveys representing 155 tracts of agricultural or undeveloped lands of 15 acres in size or larger. There was a 44% response rate to the 2008 survey. See Appendix F for both the survey results and the summary power point presentation that was presented at the Farmland & Open Space Landowners Focus Group meeting on July 9, 2008.

In order to continue forth with farmland preservation efforts, the Department of Community Development must continually look for economically viable ways of purchasing agriculture conservation easements through grant funding. Additionally, the Department should utilize its conservation subdivision regulations to plan for and permit farming as open space use. Planning for farms in conservation subdivisions could take place through the platting process by designing lot layouts, access, and other elements to accommodate farming as an open space use. The Department is also encouraged to continue promoting other agricultural preservation mechanisms to property owners such as easement dedications and / or purchase of development rights (PDR).

Other significant trends noted in the table have been the growth in commercial and industrial/manufacturing land use. This growth was planned for and is on track with the various development policies within each Neighborhood. This would include some growth in South Moorland Road Corridor, City Center and Moorland Road and Beloit Road.

## LAND USE POLICIES

---

Several key policies were developed during the 2001 Growth and Development Master Plan (GDMP) process in order to guide the demographic and economic forces shaping the community. These policies have been carried forward and will continue to help guide the City's land use planning efforts.

Although the Land Use Plan is ultimately organized around creating distinct neighborhoods and business centers, the following policies shall apply city-wide:



### **Policy 1: Managed Growth**

Ensure that growth in New Berlin is affirmatively and responsibly managed based on available public services and suitability of the land for development.

### **Policy 2: Urban Boundaries**

Maintain cohesive urban boundaries conducive to service delivery that support implementation of the adopted future land use plan.

### **Policy 3: Compatible Land Uses**

Promote an orderly and compatible pattern of land uses avoiding "hodge-podge" development patterns. Provide appropriate transitions and buffers when differing uses are adjacent to one another.

### **Policy 4: Infrastructure**

Utilize the provision of infrastructure in supporting and influencing growth in areas most suitable to accommodate growth.

### **Policy 5: Neighborhood Preservation**

Preserve existing neighborhoods and encourage compatible infill development. (Infill development generally refers to either construction on vacant parcels in existing developed areas, or replacement of obsolete or dilapidated structures with new buildings.)

### **Policy 6: Rural Character**

Preserve the existing character of the remaining rural areas in New Berlin.

### **Policy 7: Urban and Rural Distinction**

Preserve and reinforce the distinction between urban and rural areas in New Berlin.

### **Policy 8: Open Space**

Preserve open space throughout the city through both public and private development. Focus preservation efforts in environmentally sensitive areas, areas with recreational and trail opportunities, areas serving as buffers between different land uses, and neighborhood open space. Work to remove regulatory barriers that will reinforce that farming and/or large-scale gardening can remain a viable land use while respecting and preserving private property rights.

### **Policy 9: Development Quality**

Require new development to meet sound planning and engineering standards with regard to sustainable architecture, site planning, and stormwater management.

These principles create an overall policy framework for the city.



The City of New Berlin Land Use Plan is intended to provide a guide for development, redevelopment, and preservation over the next ten (10) years and will need to be re-evaluated during 2021 and again near the year 2030. The Land Use Plan is based on standards that reflect the desires of community residents, committee members, elected officials and proven principles in community development, environmental preservation, and residential development. As part of the Land Use Plan, several factors have been explored related to the growth of the built environment:

- **Social factors** include those which give or maintain character (i.e. gathering areas, civic identity, and the “city living with a touch of country” feeling).
- **Economic factors** include the creation of jobs, balance of municipal expenses and revenue, and land value influenced by natural amenities and water quality.
- **Physical factors** include the character of the land (i.e. how it appears, areas that are preserved, what types of development are allowed, and where development is located).

The Land Use Plan cannot be successfully implemented by looking only at the physical attributes of growth. Diverse and healthy communities grow in all three areas, and a balance should be achieved to provide a quality environment for residents and business owners.

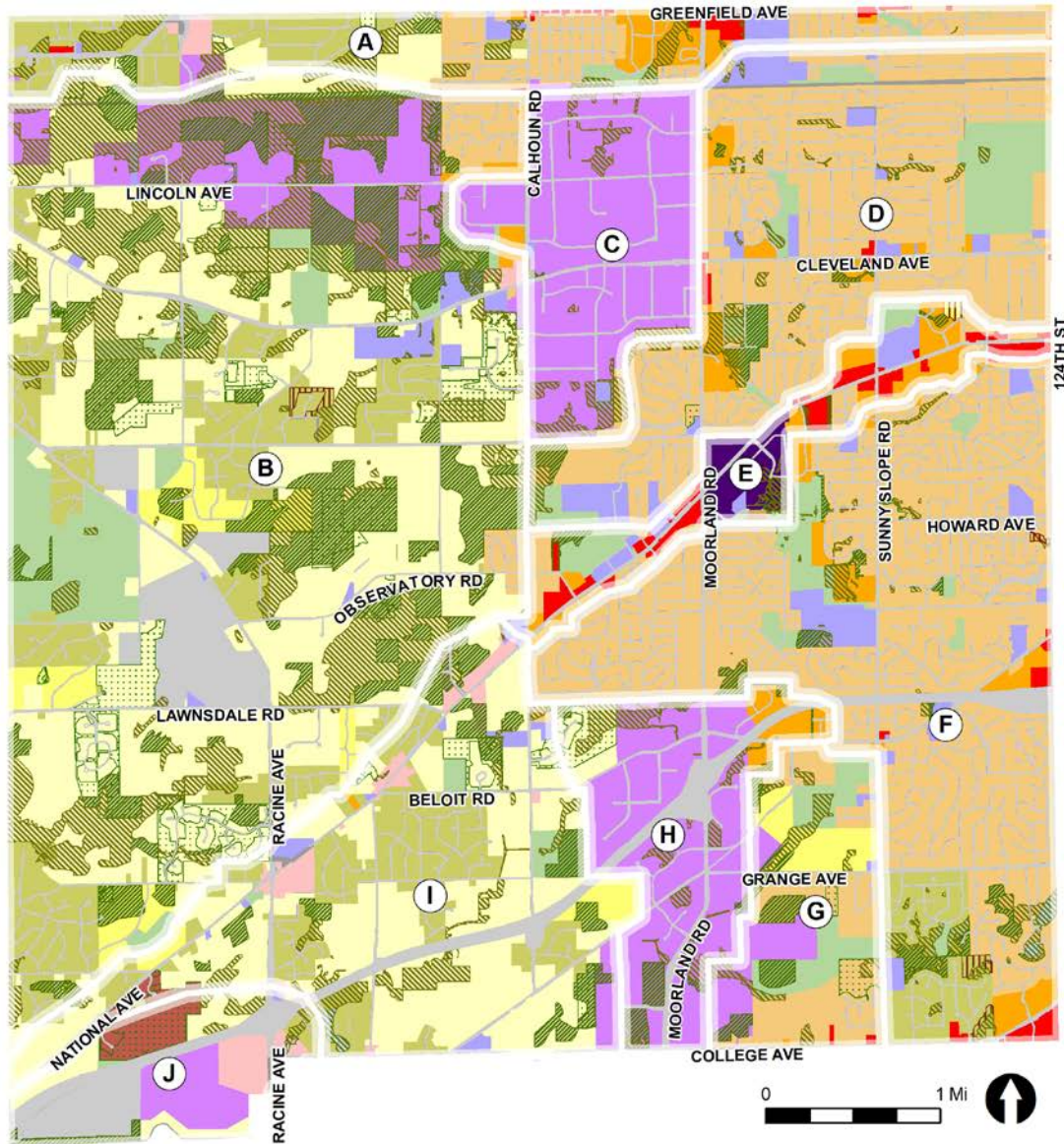
This Land Use Plan provides flexible recommendations and categories to provide long-range guidance to decision-makers. It recognizes that the City Zoning Map exists as a mechanism for property-specific recommendations. The purpose of the Land Use Plan is to serve as a link between the Land Use Policies and the development regulations. The City should explore implementing a form-based code versus continuing the use the traditional zoning ordinance (Euclidean Zoning) in order to implement infill and/or redevelopment opportunities.

When considering the proposed land uses for any particular parcel of property, the Land Use Policies must be considered in addition to the requirements of the entire Comprehensive Plan. The Land Use Plan Map, shown in Figure 10.3, identifies the future land use districts within the City of New Berlin.



# FUTURE LAND USE PLAN

with Zoned Conservancy and Neighborhood Overlay



## LEGEND

|                            |                               |                         |                                    |
|----------------------------|-------------------------------|-------------------------|------------------------------------|
| Business Park / Industrial | Mixed Use Residential         | Residential Estate      | <b>Zoned Conservancy Districts</b> |
| Institutional              | City Center Single Family Res | Quarry Park Residential | C-1 Upland Resource                |
| City Center Mixed Use      | Urban Residential             | Transportation          | C-2 Shoreland Wetland              |
| Suburban Commercial        | Suburban Residential          | Park                    | C-3 Permanent Open Space           |
| Rural Commercial           | Country Residential           | Quarry                  |                                    |
|                            |                               | Water                   |                                    |

March 2024

## COMPREHENSIVE PLAN 2030

City of New Berlin, Wisconsin

Figure 10.3. Future Land Use Map for the City of New Berlin. UPDATE MAP IF PUD & COMP. PLAN IS AMENDMENT IS APPROVED.



## Section 34 – 35 – South Moorland Road Corridor

Section 35 is an area that is envisioned to be a mix of business park industrial, office, retail, residential, and passive and active park uses. In order to implement the conceptual neighborhood plan, the City has created three new zoning districts specifically for this geographic area. They include a new R-6 (Section 35 Low-Density Single-Family Residential), M-3 (Section 34 & 35 Business Park Development District) and P-2 (Section 35 Park Complex District) as further described below. The map below (Figure 10.4) identifies the Future Land Use and Zoning Code Section 275-13.1(H)(4), Figure I-1, identifies the designated zoning districts. All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions.

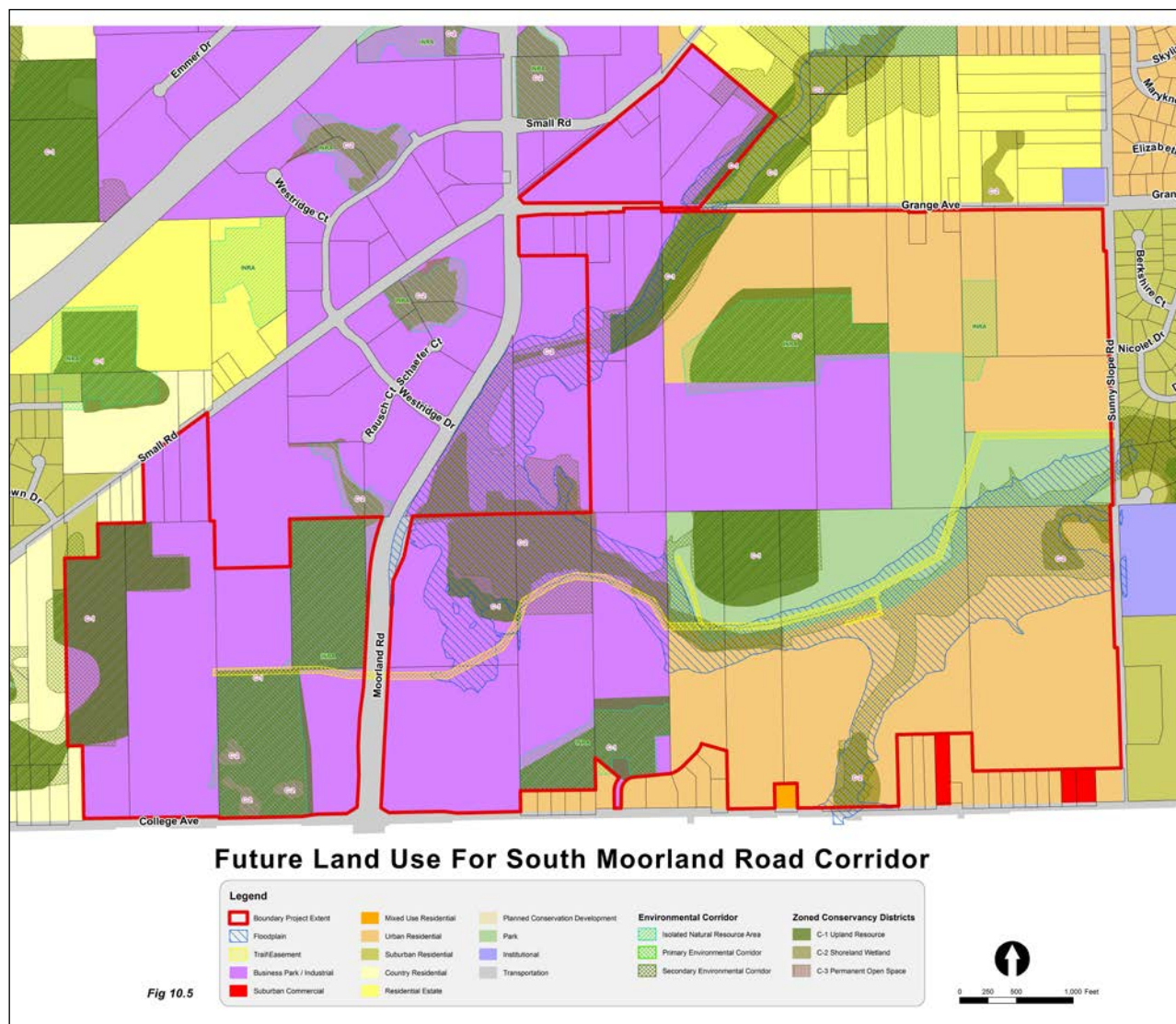


Figure 10.4 Future Land Use Map for South Moorland Road Corridor.



## Northwest Section 2 –North Moorland Road Corridor (Southeast corner of Moorland Road and Greenfield Avenue)

The Department of Community Development has been going through the process of analyzing the area now referred to as the North Moorland Road Corridor. This area is generally bounded by Moorland Road to the West, the Highland Memorial Park Cemetery and Walmart development to the East, Greenfield Avenue to the North and the New Berlin Recreational Trail to the South (Figure 10.5-1). In order to guide the City in land use and zoning decisions it is best to understand the impact new developments will have on the School District, traffic patterns, stormwater and environmental features. Development policies were added within Chapter 11 – Neighborhood A (Greenfield Avenue Corridor) to guide any future development requests.



Fig. 10.5 North Moorland Road Corridor Map.



Fig. 10.5 North Moorland Road Corridor Map.

## Urban Residential

The Urban Residential designation reflects the modern form of the residential subdivision with lots ranging in size from one to four dwelling units per acre, depending on underlying zoning and surrounding development patterns. While these communities may include various sizes and price ranges of homes, the primary land use is single-family detached homes. Attached single-



family housing may be considered as a transitional use between lower density residential uses and non-residential development and highway corridors.

The corresponding zoning districts are:

- R-4 (Low-Density Single-Family Residential) which has a not-to-exceed density of 2.2 dwelling units per net residential acre for new large lot subdivisions to be served by public sanitary sewer and water facilities.
- R-4.5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 2.9 dwelling units per net residential acre, served by public sanitary sewer and water facilities.
- R-5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 4.3 dwelling units per net residential acre, served by public sanitary sewer and water facilities. It should be noted that the City's current zoning ordinance states that "no unplatted lands" should be placed into the R-5 District.
- R-6 (Section 35 Low-Density Single-Family Residential) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). The R-6 Low-Density Single-Family Residential District is intended to provide for single-family residential development within Sections 34 and 35 with a minimum lot sizes similar to those in the above zoning districts and served by public sanitary sewer and water facilities. The Plan Commission and Common Council may approve smaller lot sizes pursuant to the city's zoning and subdivision codes and the vision for Neighborhood "G", in order to protect environmental features such as woodlands and tree lines, provide for additional tree protection and/or avoid steep topography. All lots shall adhere to the City's adopted zoning and subdivision codes. Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

Urban Residential districts include neighborhood parks and green spaces that provide amenities to local residents and are encouraged to provide links with the City's existing parks and recreation. Developers should incorporate the protection of environmentally sensitive areas, including the floodplain, into the development to create unique neighborhoods while protecting the natural environment. The number of cul-de-sacs should be minimized, emphasizing loop street layouts or multiple connections through and between subdivisions.

The Urban Residential areas also offer a continuing opportunity for more affordable housing to serve workers in the City's growing business parks. For example, housing on ¼ acre lots can help to retain and increase the diversity of the City's housing stock to allow for more personal housing options. The Community Development Authority (CDA) (formerly the New Berlin Housing Authority) is using tax credits and rent assistance to ensure a continued supply of affordable senior housing and apartments.



The City has worked closely over the past few years with Bank Five Nine to create a home loan grant program for first time home buyers. The program is funded by the Housing Trust Fund, which was created via Ordinance #: 2491, an ordinance to create a Housing Trust Fund for the City of New Berlin. The Common Council approved the transfer of Seventy Five Thousand Dollars (\$75,000.00) into the Fund. The City is able to provide qualified applicants with a \$2,500 grant to first time home buyers to pay for down payment and closing costs associated with buying their own home. The bank may match that request up to \$2,500 and will assist the City in reviewing the requests. The City has created a home loan grant application which is located on the City's website.

Certain institutional uses that can be compatible with residential uses, such as schools and neighborhood scale churches may be appropriate after careful site plan review.

### Suburban Residential

The Suburban Residential designation reflects the rural setting of the existing residential areas on the western half of the City. Lots in this category are generally located in existing subdivisions that have already been developed at higher densities than the surrounding Country Residential area. The Suburban Residential areas are typically served by private on-site sewerage disposal systems and private wells. On average, lots are 35,000 square feet in this district. New development may occur as infill development, but are not expansions to the existing subdivisions. Infill development is the development of vacant lots within existing subdivisions.

The corresponding zoning district is:

- R-3 (Suburban Single- Family Residential) which has a not-to-exceed density of 2.0 dwelling units per net residential acre. This District is intended to be used for residentially platted lots already existing at this density range. As stated previously, Suburban Residential lots are served by private on-site sewerage disposal systems and private wells.

### Residential Estate

Residential Estate is similar to the Country Residential category except for that it has a gross density not-to-exceed one dwelling unit per two acres. While agricultural uses are encouraged to remain as long as the owners wish to operate farms, this designation provides an opportunity for the City to allow this area to develop, but maintain a sense of rural character. Before this land use category is implemented in this area, provisions for public sewer and water facilities must be made.

The preservation of the character of these areas should be accomplished through the use of clustering homes to help preserve the visual character but also to preserve larger open space areas for use as active or passive recreation or agriculture. Establishing open space areas which include streams, wetlands, woodlands, floodplains should be given high priority along with establishing greater setbacks from these resources.



The corresponding zoning district is:

- R-2E (Conservation Estate Single-Family Residential) which has a not-to-exceed density of 1.0 dwelling units per two acres. Homes within this District are intended to be served by public sanitary sewer and water facilities. Density bonuses are allowed pursuant to the City's zoning code.

## Country Residential

Country Residential encompasses most of the area in the western portion of the City. These areas include various sizes and price ranges of homes with the primary land use being single-family detached homes. The average density of this area is envisioned to be a gross density of one dwelling unit per five acres.

Lot clustering that maintains an overall low density, while preserving substantial open space is encouraged in these areas. Country Residential Communities will be planned to include parks and green space or preserve agricultural land. This will provide amenities to local residents and work toward providing a link with the City's existing parks and recreation system. Developers should incorporate the protection of environmentally sensitive areas, including the floodplain, into the development to create unique neighborhoods while protecting the natural environment.

The corresponding zoning district is:

- R-1/R-2 (Rural Conservation Single-Family Residential) which has a not-to-exceed gross density of 1.0 dwelling unit five acres. Country Residential lots are served by private on-site sewerage disposal systems and private wells. Density bonuses are allowed pursuant to the City's Zoning Code.

There are also a large number of farm operations that exist in this area and the protection and preservation of these uses is integral to this land use. Some on-site sales of products are appropriate including small farm markets, landscape materials, and locally grown food. Artisan farming, flea markets, hobby farming and other activities that promote the continuation of farming should be encouraged and regulatory barriers prohibiting these activities should be removed. In order to prevent excessive nuisances from occurring as a result from any of these associated farming related commercial activities, they should be regulated in their size, intensity and traffic impacts to prevent the proliferation of Rural Commercial Services in areas not designated as commercial.

## Quarry Park Residential

Quarry Park Residential encompasses the properties within Quarry Park Subdivision, which is an 18-lot single-family residential conservation subdivision. The density is one dwelling unit per 6.6 acres.



The corresponding zoning district is:

- R-7 (Quarry Park Low-Density Single-Family Residential District) which is intended to provide for no more than 27 single-family residential lots which shall collectively be considered a residential community governed through a homeowners association and which is served by a community wide on-site sewage disposal system and private wells to be maintained solely by the homeowners association and/or the homeowners in the subdivision. A developer agreement shall be in place.

### Mixed Use Residential

The Mixed Use Residential designation applies to several areas where more intense business uses meet single-family residential uses. The purpose of Mixed Use Residential is to provide a district for land uses and development that combine characteristics from other districts. There are several land uses that can occur in mixed use areas, including low-density multi-family, senior housing, duplexes, condominiums, or institutional uses. Development approval for these uses requires a review to determine compatibility with surrounding land uses, particularly the residential neighborhoods.

The corresponding residential zoning districts are:

- Rd-1 (Two-Family Residential District) is intended to provide for two-family residential development, at densities not to exceed 4.8 dwelling units per net residential acre, served by public sanitary sewer and water facilities.
- Rm-1 (Multiple-Family Residential District) is intended to provide for multiple-family residential development served by municipal sewer and water facilities at densities not to exceed those established within the Zoning Code. New lands to be placed in the Rm-1 District by rezoning petition shall be located not closer than 120 feet to an existing single-family residential subdivision. Net density calculations shall include the area of land upon which the dwelling units are proposed to be located and including common open space and associated facilities on the tract of land zoned Rm-1, excluding rights-of-way of publicly dedicated streets and private streets.
- I-1 (Institutional District) is intended to provide areas for public or private institutions or organizations housing social, educational, religious, or governmental activities.
- Zoning Code Section 275-41B(1) provides for elderly housing and assisted-living facilities. The density of an elderly housing development shall not exceed the densities established within the Zoning Code.
- A PUD could be considered when a mix of multi-family and retail/office uses are being proposed in order to accommodate creative site design. PUD's are not to be used for solely single-family residential.

### Business Park / Industrial

Business Park / Industrial encompass a mixture of office, industrial, retail, commercial and service uses in a development with substantial landscaping and open space to create an attractive



image. New industrial and office growth is encouraged to occur in these large developments so traffic impacts on surrounding uses can be minimized & managed and infrastructure can be provided.

The Business Park / Industrial land use is placed in areas where there will be a minimal impact on residential uses and the natural environment. In addition, Business Parks parcels are generally located near major transportation corridors that can accommodate the truck and automobile traffic generated by such developments.

The corresponding zoning districts are:

- O-1 (Office and Business Service District) is intended to provide for individual or attractive groupings of office and financial service uses in aesthetically pleasing structures on lots with ample open space.
- O-2 (Business Park Development District) is intended to provide for the development of an attractive grouping of buildings limited to light industrial uses, offices, corporate headquarters, and support facilities in a parklike setting. The district is further intended to promote the provision of ample off-street parking and loading areas, open space, and landscape planting screens or buffer yards in areas adjacent to residential areas.
- O-3 (Transitional Office District) is intended to provide for low-intensity uses that serve as a transitional use between residential uses and districts and higher-intensity uses, including office, commercial and industrial uses. The district is also intended to accommodate areas where many residential homes are being converted to nonresidential uses such as business, medical, and professional offices. The O-3 District provides regulations that limit parking in side and rear yards, landscaping, architectural preservation of the existing residential character, and small-scale structures that blend in with the surrounding community while providing necessary services to the citizens of New Berlin.
- M-1 (Light Manufacturing District) is intended to provide for a range of light manufacturing and industrial uses. The M-1 Light Manufacturing District is also intended to provide for manufacturing and industrial development of a more-restrictive nature. The district is further intended to be used where the relative proximity to other uses requires more-restrictive regulation.
- M-2 (General Industrial District) is intended to provide for manufacturing and industrial development of a less-restrictive nature than in the M-1 Light Manufacturing District in areas where the relationship to surrounding land use would create fewer problems of compatibility. This district is further intended to allow, where properly screened, outside storage of vehicles, equipment, machinery, and inventory.
- M-3 (Section 34-35 Business Park Development District) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). The M-3 Section 34-35 Business Park Development District is intended for light manufacturing, office, retail and business uses. The M-3 Section 34-35 Business Park Development District is also intended to provide a broader mix of allowable uses including retail establishments within Sections 34 and 35 of the City to support both



the business and residential development. The District is further intended to promote open space, intense vertical landscape, planting screens, buffer yards and preservation of existing environmental features (trees, wetlands, floodplain, rock outcroppings, steep slopes and viewsheds). Per Zoning Code Section §275-13.1(H)(4), “All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions.”

### City Center – Mixed Use

The City Center designation recognizes the substantial planning and investment being made in the commercial core at National Avenue, immediately east of Moorland Road. While the City Center is a part of the suburban business center corridor, the unique qualities desired by the City for this area merit special attention. The pedestrian orientation, distinctive streetscape, and the mixture of uses create the potential for this to become a unique area of the city. There are several land uses that can occur within the mixed use areas, including single-family residential, duplex residential, condominiums, townhomes, apartments, office, commercial, and institutional. Development approval for all of these uses requires a review to determine compatibility with surrounding land uses, particularly the adjacent residential neighborhoods.

Refer to the City Center PUD Ordinance #2526 and associated zoning map for a list of appropriate uses for this area.

### City Center – Single-Family

The City-Center – Single-Family designation reflects the modern form of the residential subdivision with lots ranging in size from one to four dwelling units per acre, depending on underlying zoning and surrounding development patterns. While these communities may include various sizes and price ranges of homes, the primary land use is single-family detached homes. Attached single-family housing may be considered as a transitional use between lower density residential uses and non-residential development and highway corridors.

The corresponding zoning district is:

- R-4.5 (Medium-Density Single-Family Residential) which has a not-to-exceed density of 2.9 dwelling units per net residential acre, served by public sanitary sewer and water facilities.

### Suburban Commercial

Suburban Commercial areas include the commercial areas of New Berlin primarily along National Avenue east of Calhoun Road. While these areas focus on retail sales and personal services, some office space and low-density multi-family housing is intermixed only when commercial development is incorporated on the first floor and residential is planned above. Net density not to exceed those established within Zoning Code Section 275-33(8): Rm-1, Multiple Family Residential District and Section 275-41B(1): Elderly housing and assisted-living facilities. The geographic boundaries of Suburban Commercial areas should be controlled to limit expansion



of commercial development and the increasing number of vacant buildings, and at the same time provide flexibility to accommodate changes in the market.

Developers will be encouraged to establish creative commercial centers that do not place emphasis on the parking areas, but on the commercial uses themselves. This can be accomplished by placing some parking to the side or behind buildings and utilizing internal landscaping throughout the parking areas. Signage and lighting should be placed and designed to ensure visibility without being excessive.

Unique to the intersection located at the southeast corner of Moorland Road and Greenfield Avenue, the City has established parameters for planning of this area in order to ensure that it develops uniformly. Chapter 11: Neighborhood A - Greenfield Avenue lays out specific policies to help ensure the cohesive development. This area is intended for retail and commercial uses located on the corner then transitioning to the south to allow for commercial retail and/or office on the first floor with residential integrated above. The far southern end of the parcel could be developed as low-density multi-family residential as defined above in this section.

The corresponding zoning districts are:

- B-1 (Shopping Center District) is intended to provide for neighborhood and community shopping centers with groupings of retail and customer service establishments to serve both the citizens of New Berlin, the surrounding region, and businesses. Hotels and regional uses are also appropriate in this district when planned appropriately in relation to traffic and landscaping. This district is intended to accommodate the requirement of on-site parking and loading facilities; landscape planting screens in areas adjacent to nonbusiness development or other incompatible uses; and a partially pedestrian-oriented shopping environment. Uses in this district are intended to be compatible with the character of the adjacent residential areas served.
- B-2 (General Retail Sales and Service District) is intended to accommodate a broad range of retail sales and service uses. The district is also intended to provide for the orderly and attractive development and grouping in appropriate and convenient locations for small-lot business activities of a general nature. The district is further intended to promote the provision of ample off-street parking and loading areas; landscape planting screens in areas adjacent to nonbusiness development or other incompatible uses; and development in character with the adjacent land uses.

## Rural Commercial

Rural Commercial areas should maintain the “rural theme” in designing retail-oriented developments that include farm implement sales, produce markets, feed and seed stores, etc. to help support the agricultural environment but, may also include small-scale office-oriented uses. In addition, convenience retail uses may be appropriate in these areas to serve the day-to-day needs of residents, thus minimizing the necessity of driving for convenience goods.



Rural Commercial should be located primarily along National Avenue west of Calhoun Road. These uses should be located in enclosed structures. Where outdoor storage and sales are necessary, they should be located in the side or rear yards. Landscaping and screening should be used to minimize the transition from agricultural and rural residential uses to these commercial developments. Lighting should be carefully evaluated. Rural commercial architectural design standards should be adhered to. The Rural Commercial Design Guide shall be used to aid development. As properties apply for rezoning requests in these areas, the B-3 and B-5 Districts shall be considered to be more suitable than the B-2 District.

The corresponding zoning districts are:

- B-2 (General Retail Sales and Service) which is intended to accommodate a broad range of retail sales and service uses and provide for orderly and attractive development and grouping in appropriate and convenient locations for small lot business activities of a general nature. The minimum lot size for this district is 40,000 square feet.
- B-3 (General Bulk Sales) which is intended to accommodate the needs of the agricultural community for the western portion of the community without detracting from the character of the area. This district allows for outdoor storage, outdoor sales and automotive sales, service and repair. The minimum lot size for this district is 3 acres.
- B-5 (Rural Commercial District) which is intended to accommodate the needs of the agricultural community with a range of retail sales and service uses. The uses of these areas are intended to provide convenience for farms and the growing residential uses in the western area. The minimum lot size for this district is 40,000 square feet.

## Institutional

Institutional uses encompass the main City Government facilities around City Hall, as well as schools, churches, and other nonprofits. Regarding church uses, these institutions have been classified into two types: Neighborhood Scale and Community Scale. Neighborhood scale churches are defined as a place of gathering for religious observance, ministry, and fellowship & related social events and may include classrooms for periodic religious instruction, kitchen, meeting area principally for members and administrative offices. These facilities are identified as those with a total building footprint of less than 14,999 square feet. Community scale churches are defined as a place of gathering for religious observance, ministry, and fellowship & related social events and may include classrooms for periodic religious instruction, and administrative offices. These facilities are identified as those with a total building footprint greater than 15,000 square feet or which have accessory uses, which include, but are not limited to uses such as banquet facilities, day school, day care facilities, retail stores, restaurant, workout centers / club, gymnasium, health care facilities, assisted living facilities, library, and café.

## Parks

The City wishes to acquire and maintain parks and open space that are consistent with the adopted park and open space plan to encourage private preservation of open space and



environmental areas, and to encourage the use of creative development alternatives (i.e. Conservation subdivisions to create neighborhood open space).

The corresponding zoning districts are:

- P-1 (Park and Recreation District) is intended to provide areas where open space and outdoor recreational needs of the citizens can be met without the undue disturbance of natural resources and adjacent uses. When applied to privately owned recreational lands, this district is intended to avoid the conversion of such lands to other urban uses without adequate public review and approval. The district should be used for areas designated as parks in the adopted New Berlin Comprehensive Plan.
- P-2 (Section 35 Park Complex District) is unique to the South Moorland Road Corridor Area, a specific geographic area in the City (see §275-13.1H(4) Figure I-1 of the Zoning Code). The P-2 Section 35 Park Complex District is intended to provide an area for a regional amenity that would provide tournament, practice and game space for baseball, softball and/or soccer. The District will also incorporate neighborhood park elements for neighboring residents. The complex will provide a buffer between the residential and business park land uses and may be expanded to create additional meaningful passive recreational opportunities and utilize the City's utility easement / public trail to create more of a linear parkway. Uses may include, but are not limited to, passive recreational trails, fishing ponds, winter sports activities, snowshoeing, cross country skiing, sledding, nature trails, bird watching and interpretive exercise trails. Per Zoning Code Section §275-13.1(H)(4), "All projects that require rezoning within this respective area shall be rezoned in accordance with Zoning Code Figure I-1 and future Plan Commission and Common Council actions."

In addition, the City's *Park and Open Space Plan* identifies the need to acquire additional Community Parkland to account for the City's land area and population growth. Such Community Parkland shall incorporate an active park complex to address the City's need for additional ball fields and courts, as outlined in the *Park and Open Space Plan*, as well as passive park uses year-round. Linear parkways, which preserve open space, and provide connectivity within this area should be developed. The linear parkways could be integrated with the floodplain and creek areas.

## Quarry

Quarries involve the mining and processing of minerals. They typically include both underground and surface mining activities. While they are typically located in rural areas, they can also create substantial land use impacts. A few of these quarry properties are actively being mined for non-metallic mineral resources (i.e. sand & gravel). As such, they are required to have a City approved Reclamation Plan pursuant to NR 135 and the City's zoning ordinance. The Reclamation Plan is required to identify post-mining land uses in addition to the "means & methods" for reclaiming the site. During the planning horizon for this Plan, it is anticipated that two of these quarries will transition and be reclaimed into their approved post-mining land uses.



Specifically, the New Valley Sand & Gravel Quarry (identified in Neighborhood “J” has been identified as a future business park and the Kohler Pit has the following approved post-mining land uses – rural commercial, agriculture and aquaculture (both in recreational & commercial formats). Kohler Ridge Subdivision was approved by the Common Council in, 2016. The subdivision encompasses a portion of the former Kohler Sand & Gravel Mine and resulted in the complete restoration of approximately 65 acres of formerly mined land.

## Conservancy Areas

### C-1 Upland Resource Conservancy Zoning

The purpose of this district is to prevent the destruction of valuable natural and man-made resources and, in particular, woodlands, wetlands, wildlife habitat areas, perennial and intermittent streams, major lakes, floodlands and shorelands, significant water recharge and discharge areas, prairies, recreational and scenic areas, natural scientific areas, areas with poor soils or high groundwater, and areas of steep slopes, including primary environmental corridor, secondary environmental corridor and isolated natural resource areas. It should be noted that the City has established a new policy that states no “new” lands should be placed into this category and rather the use of “conservation easements” shall become the norm for preserving and protecting these natural resource assets.

### C-2 Shoreland-Wetland Conservancy Zoning

The purpose of this district is to preserve, protect, and enhance the ponds, streams, and wetland areas of the City. The preservation, protection, and enhancement of these areas will serve to maintain safe and healthful conditions; maintain and improve water quality, both ground and surface; prevent flood damage; control stormwater runoff; protect stream banks from erosion; protect groundwater recharge and discharge areas; protect wildlife habitat; protect native plant communities; avoid the location of structures on soils which are generally not suitable for use; and protect the water-based recreation resources of the City.

### C-3 Permanent Open Space/Conservation Zoning

The Permanent Open Space/Conservation Lands District is intended to serve as a preservation district to maintain lands that have been permanently designated as open space or conservation lands. This District serves as a more definitive designation of open space and conservation lands as an alternative to deed restrictions and easements. This District should be utilized for developments where potential development densities have been transferred to another area of the property or to another site within New Berlin; developments that will have open space permanently preserved; and other similar conservation and preservation practices that will contribute to the unique character of New Berlin.

## Environmental Corridors

Environmental Corridors are shown on the City’s Map of Potential Conservation Lands. The City clearly recognizes the importance of these natural resource assets and will continue to use “conservation easements” for their protection. The City will also continue to follow SEWRPC guidelines for preserving, protecting and managing development within these corridor areas.



See Appendix J for SEWRPC's publication entitled "Environmental Corridors – Lifelines of the Natural Resource Base". The City will continue to use SEWRPC's Environmental Corridor Maps as a resource as amended.

### Map of Potential Conservation Areas

The Map of Potential Conservation Lands for the City of New Berlin consists of wetlands; woodlands; Butler's Garter Snake habitat; Water; Slope; environmental corridors; and scenic vistas. This map should be used as a resource in addition to, but not limited to, other maps such as the future land use, zoning and FEMA FIRM maps for all land use decisions. These environmental features should be incorporated into all development proposals, as applicable.

## LAND USE PLANNING IN WAUKESHA COUNTY

---

Under Wisconsin State Statutes, counties are required to incorporate into the county development plan all master plans that have been duly adopted by incorporated cities and villages under the State of Wisconsin City Planning Enabling Act. However, the Statutes do not provide direction as to resolving conflicts between county adopted land use objectives and local master plans. To address this issue, the Waukesha County Comprehensive Plan Advisory Committee determined specific approaches to be implemented during the County Plan process. The following County approaches are those which apply directly to New Berlin's Comprehensive Plan:

- All duly adopted local land use plans, whether prepared by incorporated cities and villages or by towns, would be reviewed for consistency with the County development objectives and standards approved by the Advisory Committee, as presented in Chapter 2 of this Plan. All inconsistencies would be identified and described.
- Municipalities will prepare preliminary land use plans in a manner consistent with the Advisory Committee approved development objectives and standards. Following review of local land use plans, inconsistencies with the development objectives were identified for the municipalities and adjustments were requested.
- The compiled preliminary County land use plan would be provided to all cities, villages, and towns in the County for review and comment.

Resulting from these approaches is the County land use element provided in the Waukesha County Comprehensive Plan. Due to the fact that the County is required to incorporate local master plans into its overall plan, New Berlin residents and property owners should first look to its own Comprehensive Plan for guiding objectives and policies. The Waukesha County Plan shall serve as a seamless overview of planning efforts county-wide.

## LAND USE PLANNING IN THE REGION

---

The regional land use plan sets forth the fundamental concepts that are recommended to guide the development of the seven-county southeastern Wisconsin region. The most recent

version of the plan, entitled “SEWRPC Planning Report No. 55: A Regional Land Use Plan and Transportation Plan for Southeastern Wisconsin: 2050, was adopted by SEWRPC in July 2016. This plan is intended to guide land use development and redevelopment through the year 2050.

Vision 2050 replaces the Vision 2035 plans. It should be noted that the SEWRPC plans are advisory only. Refer to the SEWRPC VISION 2050 plan for the most updated information related to their regional planning efforts and recommendations. The report is available on the SEWRPC website [www.sewrpc.org](http://www.sewrpc.org).



# CHAPTER 11:

## NEIGHBORHOOD A

### GREENFIELD AVENUE

Revisions approved by Council via Ordinance ~~# 2678 on 8/29/2023~~ # on DATE.

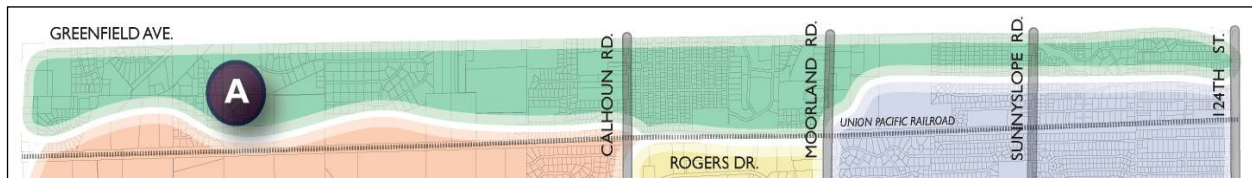


Figure 11.1. Neighborhood A Context Map.

**Greenfield Avenue** is the dividing line between New Berlin and the City of Brookfield, and serves as the northern border of Neighborhood A. In addition to this northern boundary, the neighborhood is bounded by the City limits to the east and west, and the Union Pacific rail line to the south (Figure 11.1).

The Greenfield Avenue corridor is primarily residential in character, although some agricultural, park, and small-scale retail uses are scattered throughout. The character of the corridor varies from east to west, generally reflecting the transition from urban to rural of the city as a whole. Greenfield Avenue serves as the thoroughfare for Wisconsin State Highway 59 in New Berlin (Figure 11.2). The corridor was the subject of the Greenfield Avenue Corridor Plan in 1995 and has undergone major improvements between 124<sup>th</sup> Street on the east and Springdale Road on the west. Improvements include road widening, landscaping, and the installation of bicycle and pedestrian paths. The final expansion of Greenfield Avenue has occurred near Johnson Road.

Development opportunities in the corridor include the future commercial development which is to be situated at the southwest corner of Greenfield Avenue and Moorland Road. The developer for the hotel once planned for this intersection is no longer interested in doing the project. This development opportunity, along with potential development on the southeast corner of Greenfield and Moorland, could serve as a strong gateway into both the neighborhood and New Berlin.

The intersection of Greenfield Avenue with Johnson Road provides another development opportunity for commercial office space or additional housing. Public comments supported housing development consistent with adjacent zoning district or continued open space. Both the southwest and southeast corners contain sensitive features and pose some grading

challenges near the right-of-way. Allocating sensitive features for preservation during the site development process would enhance the environmental and aesthetic quality of the intersection.

Other development opportunity nodes along Greenfield Avenue include the intersections with Calhoun Road and Sunny Slope Road (Figure 11.3). Currently, both intersections house one-story retail structures that could better serve as gateways into the city. As redevelopment opportunities emerge, the City should encourage taller buildings with smaller setbacks to hold the street edge at these intersections.



Figure 11.2. Greenfield Avenue Corridor.



Figure 11.3. Intersection of Greenfield Avenue with Sunny Slope Road.

## PUBLIC INPUT

### Initial Neighborhood Meeting

On July 23, 2008, residents and property owners in Neighborhood A met to learn about the comprehensive planning process and to complete an image preference survey. For the survey, attendees were instructed to rate individual images based on two factors: 1) whether or not the use was desirable for their neighborhood, and 2) whether or not they liked the overall image. Prompts were provided with each image, e.g. “setback”, “building character”, etc., that helped to focus the rating for each image. Fourteen attendees completed the image preference survey. Additional information regarding these surveys is provided in Figure 11.4.

Attendees were to rate the images only for their neighborhood, not the entire city. After the survey, attendees had an opportunity to discuss what uses they would like to see in New Berlin as a whole. The highest-rated images for each of the following five categories are shown throughout this chapter. These categories had average scores that were positive overall, indicating support for these land uses.

- Commercial Retail -- Preferred characteristics were the small-scale retail buildings with high-quality materials, balanced parking that does not dominate the site, and residential scaled buildings.



- Road Design -- Desired characteristics included landscaping along the street right-of-way, medians, and a sidewalk along major corridors to connect area businesses.
- Multi-family Housing Parking -- Preferred characteristics include landscaping within and around the parking, accessible parking, and screening of the parking lots from nearby streets or pedestrian areas.
- Open Space -- Preferred open space characteristics include retaining the overall natural and environmental areas, maintaining views of the natural areas, paths and trails, and small active play areas.
- Commercial Signage

Attendees also rated images for the following two categories. The average scores were negative, indicating limited support for these land uses.

- Business Office / Light Industrial

Subsequent discussion supported that these uses were not desirable in the neighborhood. The full summary of highest-rated and lowest-rated images for Neighborhood A can be found in Appendix K.

## New Berlin Comprehensive Plan Update

### DESIGN PREFERENCE SURVEY BACKGROUND INFORMATION - Neighborhood A (14)

1. **WHAT IS YOUR GENDER?**
  - ☐ FEMALE = 57.1%
  - ☐ MALE = 42.9%
2. **HOW MANY PEOPLE LIVE IN YOUR HOUSEHOLD ON A REGULAR BASIS?**
  - ☐ 1 = 21.4%
  - ☐ 2-3 = 21.4%
  - ☐ 4-5 = 50.0%
  - ☐ 6 OR MORE = 7.2%
3. **OF THOSE LIVING IN YOUR HOUSEHOLD, HOW MANY ARE CHILDREN (UNDER THE AGE OF 18 YEARS OLD)?**
  - ☐ 0 = 85.7%
  - ☐ 1-2
  - ☐ 3-5 = 14.3%
  - ☐ 6 OR MORE
4. **WHAT IS YOUR AGE?**
  - ☐ UNDER 18 YEARS OLD
  - ☐ 18-24 YEARS OLD
  - ☐ 25-34 YEARS OLD
  - ☐ 35-44 YEARS OLD = 7.1%
  - ☐ 45-54 YEARS OLD = 57.2%
  - ☐ 55-64 YEARS OLD = 14.2%
  - ☐ 65 YEARS OR OLDER = 21.5%
5. **HOW LONG HAVE YOU LIVED IN NEW BERLIN?**
  - ☐ LESS THAN A YEAR
  - ☐ 2-3 YEARS
  - ☐ 3-5 YEARS = 7.1%
  - ☐ 6-10 YEARS
  - ☐ 11-20 YEARS = 21.4%
  - ☐ MORE THAN 20 YEARS = 64.2%
  - ☐ DO NOT LIVE IN NEW BERLIN
6. **WHAT TYPE OF RESIDENTIAL BUILDING DO YOU LIVE IN?**
  - ☐ SINGLE FAMILY = 92.9%
  - ☐ DUPLEX
  - ☐ MULTI-FAMILY (MORE THAN 2 UNITS)
  - ☐ CONDOMINIUM = 7.1%
  - ☐ MOBILE HOME
  - ☐ ELDERLY HOUSING
  - ☐ OTHER (PLEASE SPECIFY)
7. **DO YOU OWN OR RENT YOUR HOME?**
  - ☐ OWN = 100%
  - ☐ RENT
  - ☐ OTHER (PLEASE SPECIFY)
8. **WHERE DO YOU LIVE IN NEW BERLIN? (USE MAP ON BACK OF THIS PAGE)**
  - ☐ AREA A
  - ☐ AREA B
  - ☐ AREA C
  - ☐ AREA D
  - ☐ AREA E
  - ☐ AREA F
  - ☐ AREA G
  - ☐ AREA H
  - ☐ AREA I
  - ☐ AREA J
9. **DO YOU WORK IN NEW BERLIN?**
  - ☐ YES = 14.2%
  - ☐ NO = 85.7%
10. **PLEASE WRITE AN "X" TO INDICATE THE TYPES AND NUMBER OF PROPERTIES YOU OWN IN NEW BERLIN:**

|             | 1<br>property | 2-3<br>properties | 4 or more<br>properties | I do not own this<br>type of property |
|-------------|---------------|-------------------|-------------------------|---------------------------------------|
| Residential | 13            | 1                 |                         |                                       |
| Commercial  | 1             |                   |                         |                                       |
| Industrial  | 1             |                   |                         |                                       |
| Other       |               |                   |                         |                                       |

Figure 11.4. Background Information Summary for Neighborhood A Listening Session Survey Respondents.



## Neighborhood Review Meeting

Neighborhood A reconvened on February 18, 2009 to review the results of the survey and review future land use recommendations. The intersection of Greenfield Avenue and Johnson Road was the focus of discussion, as attendees did not wish to see commercial uses in that area. Rather, attendees preferred the idea of allowing housing developments that would respect environmental features. Others recommended that the intersection should remain undeveloped to prevent future traffic problems and maintain the existing natural character. A few attendees inquired about the fiscal impact of constructing residential over commercial uses.

Other issues raised during the meeting included the availability of water and how development would negatively impact the existing level of water usage; the condition of Calhoun Road and the number of lanes needed as Calhoun Road is improved; and the need and requirement of sidewalks.

## 2015 – 2016 Update

Summary update and activities include several meetings and discussions with the property owner, brokers, and various groups interested in the parcels located in the NW Section 2 – North Moorland Road Corridor (Southeast corner of Moorland Road and Greenfield Avenue).

The Department of Community Development has been going through the process of analyzing the area now referred to as the North Moorland Road Corridor. This area is generally bounded by Moorland Road to the West, the Highland Memorial Park Cemetery and Walmart development to the East, Greenfield Avenue to the North and the New Berlin Recreational Trail to the South (Figure 11.5). In order to guide the City in land use and zoning decisions it is best to understand the impact new developments will have on the School District, traffic patterns, stormwater and environmental features. Development policies were prepared to guide future development requests.



Figure 11.5 – North Moorland Road Corridor Map.



Figure 11.5 - North Moorland Road Corridor Map.

## VISION

Greenfield Avenue will be a mixed commercial and residential corridor and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.

## DEVELOPMENT POLICIES

1. Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.
2. Tighten nonconforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out nonconforming commercial uses over time.
3. Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.
4. Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.
5. Address flooding and localized drainage issues along the eastern portion of the neighborhood.
6. Encourage land combinations that accommodate future development options.



## Northwest Section 2 –North Moorland Road Corridor (Southeast corner of Moorland Road and Greenfield Avenue)

1. Recognize the Greenfield Avenue/Moorland Road intersection as a major gateway into the city from the north. Encourage signature, well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield. Buildings should incorporate architecture features such as towers, unique features, clocks, and elevated architectural details. See Figure 11.6.



Figure 11.6 Sample Development Pictures

2. Unique to the intersection located at the southeast corner of Moorland Road and Greenfield Avenue, the City has established parameters for the planning of this area in order to ensure that it develops uniformly. This section lays out specific policies to help ensure cohesive development. This area is intended for retail, commercial and office uses ~~located on the corner (tax key #: 1158-990) then transitioning to the south to allow for some additional commercial or retail (tax key #: 1158-991-001 & 1158-993). The far southern parcel (tax key #: 1158-991) could be integrated within developed as low-density an overall multi-family residential neighborhood development as defined above in this section or senior living. Parcel lines are not intended to be rigid; however, the City intends to establish the transition of uses to better describe the intended use of this land. See Figure 11-5.~~
3. Net density not to exceed those established within Zoning Code Section 275-33(8), Rm-1, Multiple Family Residential District and Section 275-41B(1), Elderly housing and assisted-living facilities. Any request to exceed the density requirement shall require the use of a Planned Unit Development (PUD) and must incorporate information included within this section as part of a neighborhood development plan.
4. Site development shall include prominent gateway signage, increased landscaping, and planting beds to be planted throughout the year.

5. Careful traffic management coordination between the City of New Berlin, Waukesha County, and any applicants to include the possible signalized intersection along Moorland Road, roadway along with ~~and~~ pedestrian connections to ~~adjacent developments~~~~the east to the Walmart development.~~
6. As development occurs, require off-road sidepaths along Moorland Road and trail connections, where appropriate.
7. All path and trail connections shall be constructed at the time of development and public trail easements shall be provided to the City.
8. Coordinated utilities including a water main loop and sewer connection to Moorland Road and east to Walmart.
9. Encourage a three-dimensional approach for storm water best management techniques for improving the quality of groundwater and surface water.
10. Sustainable and creative strategies for storm water management and methods to minimize the parking field, such as structured or underground parking.
11. Protection of the woodlands and wetlands, especially the higher quality woodlands and wetlands that may exist on the ~~approximately 21-acre~~ parcels having tax key #'s: ~~1158.989.002 and 1158.989.004~~~~1158-992~~ located directly behind the Walmart parcel. This ~~area~~~~parcel~~ should be investigated for future trail connections if the Highland Memorial Park Cemetery would consider selling the parcel.
12. Require coordinated, pre-planned development proposals to ensure a cohesive and coordinated development pattern. Developments must take into consideration how adjacent parcels would be developed.
13. ~~The entire corner shall be coordinated and ultimately connected to the Walmart shopping center development. Ultimately utilizing Riverwood Lane as an additional cross access point.~~ This access point was indicated on the Walmart construction plans. Coordination will need to occur with Walmart in order to make the connection work within their parking lot.
14. With the investment and construction of any new roadway, public utility, storm water infrastructure improvements, the City should approve an overall official roadway map for this area and require dedication of appropriate right-of-way areas that are consistent with past approvals for adjacent parcels and development projects, at the time of land platting where private development is taking place. The development shall also construct the roadway, public utility, and storm water infrastructure to City specifications where the City deems it necessary in order to service that development and/or overall development for the area.
15. Development proposals shall include appropriate utility easements and/or roadway reservations or dedications to ensure public infrastructure (utility or roadway) extensions/connections and a coordinated development pattern are achieved.
16. Any future development requiring coordinated access and/or utility extensions in this area may require the applicant to submit a surety instrument to the City to cover future public improvements and cost contributions.
17. All utility extensions shall be at the expense of the developer to service their respective developments. The City shall endeavor to collect funds from future developments that



connect into the utilities where appropriate and collected funds shall be redistributed back to the developer that installed the infrastructure.

## AGRICULTURAL AND CULTURAL RESOURCES

Agricultural lands exist in the western half of the city and contribute to the rural and natural character of the community. Some of these lands in Neighborhood A continued to be farmed. All agricultural lands should continue to be permitted uses in all land use districts. The City should include unique farming opportunities for agricultural landowners. Local food production, artisan farming, and hobby farming are encouraged as ways to maintain farmland in the city.

The New Berlin Landmarks Commission and the City jointly identified and mapped a series of cultural landmarks within the city. The city-wide New Berlin Landmarks map is provided in Chapter 4. The Greenfield Avenue neighborhood has two designated landmarks: Calhoun Hall (now Calhoun Station), c. 1900, and the Needham-Johnson House, c. 1868 (also listed on the National Register of Historic Places). The corridor also housed Tacl's Tavern and Roadhouse, c. 1927, which was torn down in 2000. Neighborhood A also includes two historic districts as identified by the City: Calhoun Farms, located south of Greenfield Avenue and west of Calhoun Road, and Conrad Park-Needham Farm, located south of Greenfield Avenue and west of 124<sup>th</sup> Street.

### Survey Results: Open Space

Figures 11.7 through 11.9 illustrate the three highest-rated images for open space in Neighborhood A. Preferred open space characteristics included retaining the overall natural and environmental areas, maintaining views of the natural areas, paths and trails, and small active play areas.



Figure 11.7. Highest-Rated Image for Open Space.



Figure 11.8. Second Highest-Rated Image for Open Space.



Figure 11.9. Third Highest-Rated Image for Open Space.

## NATURAL RESOURCES

Neighborhood A is planned for a mix of Suburban Residential, Suburban Commercial, and Urban Residential and Mixed-Use Residential land uses with limited park space. Sensitive features include streams and secondary environmental corridors located throughout the neighborhood.

In addition, potential soil limitations exist that should be considered when reviewing plans for development in the neighborhood. Hydric soils, poorly drained soils, and slopes greater than 12% are all considerations in Neighborhood A.

Refer to Chapter 5 – Agricultural & Natural Resources and the applicable regulating agencies for natural resources maps and additional information.

Due to the existing development pattern, there is limited space for implementing large-scale Best Management Practices (BMPs), particularly along the easterly part that is already developed. See Figure 11.10 for a diagram of BMP locations.



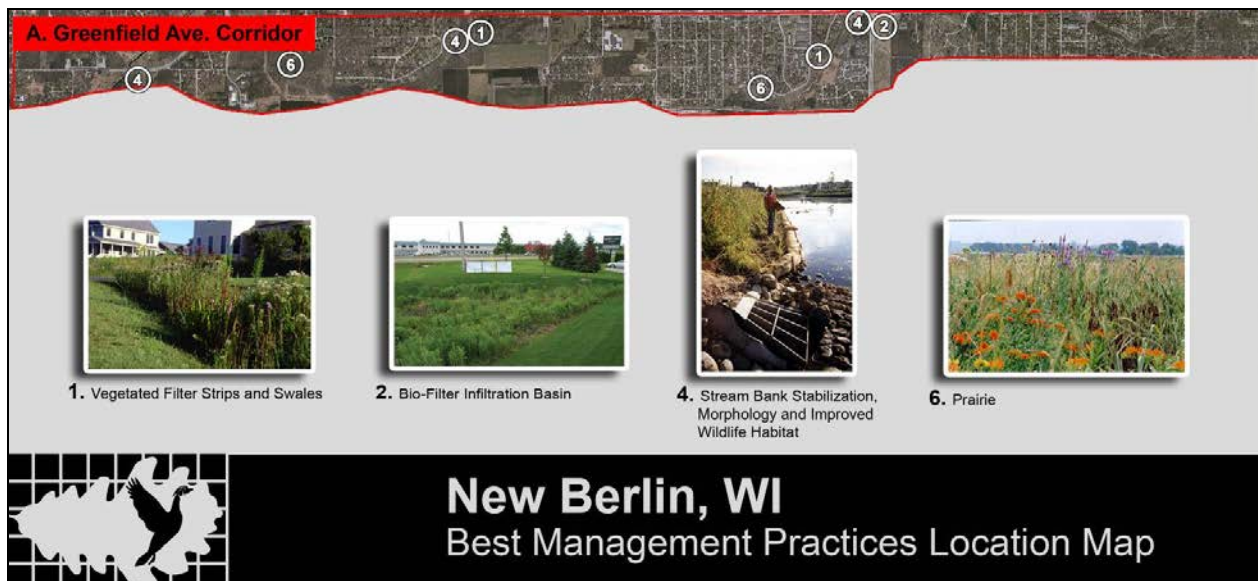


Figure 11.10. Best Management Practices Map for Neighborhood A.  
Source: Applied Ecological Services, Inc.

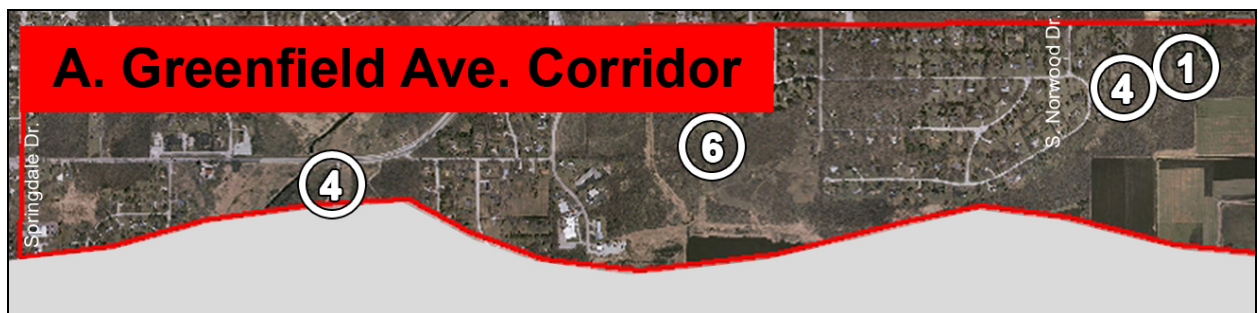


Figure 11.11. Best Management Practices Map from Springdale Drive to east of South Norwood Drive.  
Source: Applied Ecological Services, Inc.



Figure 11.12. Best Management Practices Map from South Calhoun Road to South Sherwood Drive.  
Source: Applied Ecological Services, Inc.

## Recommendations

The recommendations listed below correspond with the numbers and symbols shown on the map in Figures 11.11 and 11.12:

1. Vegetated filter strips and swales are effective in filtering pollutants and reducing storm water runoff velocity, in direct contrast to piped storm sewer conveyances. They can be implemented along the environmental corridor located in the northwest corner of Section 4 to filter surface runoff before entering the waterways. Vegetated swales can be flatter than typical turf grass swales to increase residence time and to promote infiltration and evapotranspiration. This increases the spacing of catch basins or can eliminate the need for piped storm sewer conveyance in new construction.
2. Bio-filter infiltration basins can be provided as an alternative to detention basins in the western and central portion of the neighborhood to promote infiltration and groundwater recharge.
3. This number is reserved for recessed parking and cul-de-sac islands, which are not recommended in the neighborhood.
4. Stream banks along Poplar Creek, Deer Creek and Underwood Creek should be inspected for areas that need to be stabilized to prevent further soil erosion. In conjunction with the above-mentioned BMPs, stream bank stabilization will improve aquatic wildlife, improve water quality and reduce flooding.
5. This number is reserved for rain barrels, cisterns, and rain gardens, which are not recommended for specific locations in the neighborhood. Should property owners in the neighborhood propose to install rain barrels, cisterns, and rain gardens, the appropriateness of such techniques should be determined based on property characteristics.
6. Along the environmental corridor in the undeveloped areas in Section 5 and in Buena Park, there may be opportunity to implement prairies to serve as a filter of surface water runoff and encourage infiltration in areas tributary to Poplar Creek and Deer Creek.

## EXISTING TRANSPORTATION SYSTEM

---

The existing transportation system in Neighborhood A is comprised of a roadway network, bicycle/pedestrian facilities, public transit, and rail service.

### Roadway Network

New Berlin classifies its roads under the following functional classification: principal arterials, primary arterials, standard arterials, collectors, and local streets. The roadways in Neighborhood A are comprised of primary arterials, standard arterials and local streets as listed below:

**Primary Arterials** accommodate inter-community and intra-community trips and traffic. Design speeds tend to be between 35 and 55 miles per hour. Access is not limited as in principal arterials. The primary arterials in Neighborhood A are summarized below.



- Greenfield Avenue (STH 59) – Four travel lanes
- Moorland Road (CTH O) – Four travel lanes

**Standard Arterials** accommodate inter-community and intra-community traffic. They operate at slightly lower speeds than principal and primary arterials and provide more connections with individual parcels of land comprised of residential and commercial uses. The standard arterials in Neighborhood A are summarized below.

- Calhoun Road – Two travel lanes
- Sunny Slope Road – Two travel lanes
- 124th Street – Two travel lanes

**Collectors** provide the connection between arterials and local streets and serve both local and through traffic in residential neighborhoods, commercial areas, and industrial areas. They distribute trips from the primary and standard arterials to the local streets and they collect traffic from the local streets and channel it onto the arterial system. The collector in Neighborhood A is summarized below.

- Springdale Road – Two travel lanes

**Local Streets** comprise all land access streets designed to serve local traffic that is not part of the higher classified street network. In New Berlin, this includes streets serving residential, commercial, and industrial areas. Local streets operate at the lowest posted speed limits and provide the most direct access to individual parcels of land.

### Bicycle & Pedestrian Facilities

The following off-road facilities are currently provided in the Greenfield Avenue neighborhood.

- Greenfield Avenue
- New Berlin Recreational Trail

### Public Transit

MCTS Route 6 New Berlin Industrial Park Express has stopped service to this area.

School busing is provided for the public, private and parochial schools in the city.

### Rail Service

The **Union Pacific** freight rail line runs through the northern portion of the City of New Berlin between, and parallel to, Lincoln Avenue and Greenfield Avenue. Spurs from this line serve the New Berlin Industrial Park.

### Survey Results: Road Design

Figures 11.13 through 11.15 illustrate the three highest-rated images for road design in Neighborhood A. Desired characteristics included landscaping along the street right-of-way, medians, and a sidewalk along major corridors to connect area businesses.



Figure 11.13. Highest-Rated Image for Road Design.



Figure 11.14. Second Highest-Rated Image for Road Design.



Figure 11.15. Third Highest-Rated Image for Road Design.

### Roadway Network

Calhoun Road (Greenfield Avenue to Cleveland Avenue): In 2010, the City rehabilitated the section of Calhoun Road between Greenfield Avenue and Cleveland Avenue. A two-lane roadway with intersection improvements was completed as part of this project.

The SEWRPC Year 2050 Recommended Regional Transportation System Plan suggests widening Calhoun Road to a four-lane County facility between Greenfield Avenue and National Avenue.

Vision 2050 replaces the 2035 plan. It should be noted that the SEWRPC plans are advisory only. Refer to the SEWRPC VISION 2050 plan for the most updated information related to their regional planning efforts and recommendations. The report is available on the SEWRPC website [www.sewrpc.org](http://www.sewrpc.org).

The SEWRPC Vision 2050 continues to recommend the widening of Calhoun Road to a four-lane County facility; however, now proposes to widen the road only to Coffee Road and suggests looking at options to reserve right-of-way from Coffee Road south to National Avenue for any future widening projects.

### Bicycle & Pedestrian Facilities

No additional bicycle and pedestrian facilities are currently proposed in Neighborhood A.

### Public Transit

The City should work with the local transit systems to maintain routes within the City and look for opportunities to expand and improve the transit system.

### Rail Service

The City should work with Union Pacific to maintain the existing freight rail line and service to the New Berlin Industrial Park.



## Additional Recommendations

The following recommendations are drawn from the Greenfield Avenue Corridor Plan, prepared for the Cities of Brookfield and New Berlin in 1995. The purpose of the Plan was to analyze the impacts of the new Greenfield Avenue layout on adjacent lands. Applicable recommendations from the Plan have been extracted and combined with suggestions gathered during public input sessions for the comprehensive plan process.

1. Encourage entrance consolidation or side street access for new and redeveloped parcels.
2. Install low growing shrubs, perennials, native wildflowers, and/or grasses in the median that are salt and drought tolerant.
3. Add small planting areas throughout the length of the corridor in addition to colored concrete pavers or textured concrete at major intersections. Similar planting areas, to be planted seasonally by the developer, should be considered at the primary intersections, and integrated into mixed use developments. See figure 11.9 for sample pictures.
4. Signs should be used throughout the corridor to identify the edge of New Berlin. Specifically, gateway signage should be installed adjacent to the vision triangle limits on the corners at 124<sup>th</sup> Street Moorland Road, Calhoun Road and Sunny Slope Road to the maximum extent practicable.
5. Consideration should be given to the burial of existing overhead electric distribution lines along Greenfield Avenue.
6. Residential zoning should remain intact where currently existing in the corridor and any new commercial activity should be compatible with surrounding uses.
7. Maintenance and upgrading of commercial areas should be encouraged along the corridor, including façade improvements, shared parking, and small-scale signs.

## ECONOMIC DEVELOPMENT

---

Economic development is based on the mix of uses and quality development that exist along the Greenfield Avenue corridor and proposed developments within the neighborhood.

Redevelopment and new development proposals should respond to the following issues:

- The intersections of Greenfield Avenue with Moorland Road and Calhoun Road should encourage development at a higher scale with more intense uses. Development should occur vertically, with structured parking, when possible, to preserve existing open space.
- Sections of existing multi-family or single-family should be maintained, with housing being permitted as part of mixed-use developments.
- Sustainable construction and site development practices are encouraged for new and redeveloped projects such as: pervious pavement, green roofs, alternative stormwater management techniques, energy efficient building practices, and shared parking lots. The City should explore providing incentives for these types of practices.

- Johnson Road should be developed in such a manner that provides a gateway into the City. Uses could include housing that responds to the topography and access constraints.

### Survey Results: Commercial Retail

Figures 11.16 through 11.18 illustrate the three highest-rated images for commercial retail in Neighborhood A. Preferred characteristics were the small-scale retail buildings with high quality materials, balanced parking that does not dominate the site, and residential scaled buildings.



Figure 11.16. Highest-Rated Image for Commercial Retail.



Figure 11.17. Second Highest-Rated Image for Commercial Retail.



Figure 11.18. Third Highest-Rated Image for Commercial Retail.

### Survey Results: Parking

Figures 11.19 through 11.21 illustrate the three highest-rated images for parking in Neighborhood A. Preferred characteristics include landscaping within and around the parking, accessible parking, and screening of the parking lots from nearby streets or pedestrian areas.



Figure 11.19. Highest-Rated Image for Parking.



Figure 11.20. Second Highest-Rated Image for Parking.



Figure 11.21. Third Highest-Rated Image for Parking.



## Survey Results: Commercial Signage

Figures 11.22 through 11.24 illustrate the three highest-rated images for commercial signage in Neighborhood A. Small-scale awning and building signage was preferred over large-scale monument signage.



Figure 11.22. Highest-Rated Image for Commercial Signage.



Figure 11.23. Second Highest-Rated Image for Commercial Signage.



Figure 11.24. Third Highest-Rated Image for Commercial Signage.

## Brownfields

Four brownfields are located in Neighborhood A, one of which is a high petroleum risk (Figure 11.25). Petroleum risk applies only to petroleum discharges from underground and aboveground tank systems and is used to determine agency jurisdiction. The Wisconsin Department of Natural Resources (DNR) has jurisdiction for review of high-risk sites and sites also contaminated with non-petroleum substances. The Wisconsin Department of Commerce has jurisdiction for all other sites with discharges from petroleum tanks. High risk factors are:

- confirmed contamination in a water supply well above a Chapter NR 140 preventive action limit,
- confirmed free petroleum product with a thickness of .01 feet or more,
- groundwater contamination above an NR 140 enforcement standard within 1,000 feet of a well operated by a public utility,
- groundwater contamination above an NR 140 enforcement standard within 100 feet of any other water supply well, and
- groundwater contamination above an NR 140 enforcement standard in fractured bedrock.



Figure 11.25. Neighborhood A Brownfields Map.  
Source: WI DNR Bureau for Remediation and Redevelopment

The high petroleum risk brownfield in Neighborhood A is located at 14001 Greenfield Avenue and is a Leaking Underground Storage Tank (LUST). The low petroleum risk brownfield is located on the Industrial Waste Corporation land just west of the intersection of South Ridgeway Road and Greenfield Avenue. This low-risk brownfield is an Environmental Repair Program (ERP) effort. The DNR classifies ERP sites as sites other than Leaking Underground Storage Tank (LUST) sites that have contaminated soil and/or groundwater. Examples include industrial spills or dumping needing long term investigation, buried containers of hazardous substances, and closed landfills that have caused contamination. ERP sites include petroleum contamination from above-ground (not underground) storage tanks.

Two brownfields are considered to have an unknown petroleum risk level:

- 1420 S. Calhoun Road; ERP
- 1810 S. Calhoun Road; LUST

The City should continue to follow the status of brownfield sites in the neighborhood as development activities take place on and around each site.

## Recommendations

Economic development policies for the Greenfield Avenue corridor are largely guided by the 2002 Economic Development and Revitalization Plan. Based on recommendations in the Plan, development in Neighborhood A should foster a mix of small-scale retail and residential uses, with more intense uses and structures at major intersections.

The 2002 Economic Development and Revitalization Plan process hosted a series of visioning workshops to discuss desired businesses and industries with the New Berlin Economic Development Corporation, Focus New Berlin, and the New Berlin Plan Commission. The following recommendations are based on the 2002 Plan and have been updated to reflect current desires for specific sites within Neighborhood A:

Key intersections should be developed or redeveloped to serve as gateways into New Berlin. Intersections can be divided into two types, primary and secondary, based on the intensity of development and the amount of traffic.

Primary intersections would have taller buildings and an increased intensity of development with buildings reinforcing the street edge. These areas could include institutional, civic, commercial, and residential uses. Site layouts should include landscaping, sustainable features, and signage and/or banners to promote Greenfield Avenue as a major gateway to the city.

Primary intersections include:

- Intersection of Greenfield Avenue and Moorland Road.



Secondary intersections would have buildings reinforcing the street edge; however, the buildings would be a maximum of two to three stories, could be mixed use, and less intense. Site layouts should include landscaping, sustainable features, and gateway signage to promote Greenfield Avenue. Secondary intersections include:

- Intersection of Greenfield Avenue and Johnson Road.
- Intersection of Greenfield Avenue and Calhoun Road.
- Intersection of Greenfield Avenue and Sunny Slope Road.

Desired businesses within these areas, and along Greenfield Avenue in general, may include the following:

- Retail, including furniture, gardening, apparel, grocery stores, convenience stores, computers and electronic goods, and sporting goods.
- Finance-Insurance-Real Estate (FIRE), including law firms, real estate agencies, insurance agencies, brokers.
- Professional specialties include physicians' offices, medical clinics, engineering, architecture, planning and surveying firms.
- Personal services are those services including dry cleaners, beauty salons, and other various personal services.
- Small arts and crafts studios and antique shops in older commercial areas, especially along both Greenfield Avenue and Sunny Slope Road, should be encouraged, including those small enough and adaptable enough to be "housed" in smaller mixed-use buildings. For example, some small arts and crafts studios and shops could be located on the first floor of mixed residential/commercial buildings.
- Rural oriented cottage businesses, antiques, organic farms, and horticultural and landscaping firms with experimental gardens and arboretums on the City's western half, generally the area west of Calhoun Road.
- Commercial gyms, fitness centers and businesses that cater to recreational and leisure-time activities.
- Eating and drinking establishments, including fine quality dining in close proximity to hotels and business parks.

## HOUSING

---

Neighborhood A includes a variety of single-family subdivisions and multi-family options for residents. Sections of existing low-density multi-family or single-family should be maintained, with housing being permitted as part of mixed-use developments. Residential quarters are allowed as an accessory use in the B-2, B-3 and B-5 districts.

Neighborhood A represents a variety of land uses with urban housing at the eastern end, rural and environmental uses at the western end, and commercial scattered throughout the corridor. A mix of uses should be maintained and enhanced as indicated on the Future Land Use Map located in Chapter 10.

### Recommendations

- Continue the development of housing within established subdivisions.
- Maintain small-scale commercial and residential areas throughout the corridor. Larger-scale commercial and institutional uses should be located at “primary” intersections: (e.g. where Greenfield Avenue traverses Moorland Road) to serve as prominent gateways into New Berlin.
- Encourage stronger landscaping on all corners at the intersection of Greenfield Avenue with Sunny Slope Road.
- Allow lands zoned as A-1 to be transitional agricultural uses.
- Encourage the preservation of natural resources and allow these areas to serve as linkages throughout the neighborhood.



**RESOLUTION NUMBER # 2025-05****A Resolution adopting the amendments to the City's 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue**

---

**WHEREAS**, Section 66.1001(4) of the Wisconsin Statutes, establish the required procedure for a local government to adopt a comprehensive plan and Section 66.1001(2) identifies the required elements of a comprehensive plan; and

**WHEREAS**, The planning process was open to the public and numerous efforts were made to assure the broadest participation to establish the goals and elements considered for and contained within the comprehensive plan in compliance with Section 66.1001 of the Wisconsin State Statutes, and

**WHEREAS**, The City of New Berlin prepared and followed a Public Participation Plan that was adopted by the Plan Commission on September 10, 2007 and the Common Council on September 25, 2007, a copy of which is on file in the Department of Community Development.

**WHEREAS**, the City of New Berlin Plan Commission has the authority to adopt the Comprehensive Plan and associated amendments as necessary by resolution and also to recommend that the Common Council adopt the comprehensive plan and associated amendments as necessary via Ordinance; and

**WHEREAS**, the City of New Berlin prepared the "City of New Berlin 2020 Comprehensive Plan", which is on file with the Department of Community Development and available on the City's website [www.newberlin.org](http://www.newberlin.org), containing all maps and other descriptive materials, to be the comprehensive plan for the City; and

**WHEREAS**, that the Plan Commission of the City of New Berlin adopted the City of New Berlin 2020 Comprehensive Plan as the City's comprehensive plan via Resolution No. 09-02 on November 2<sup>nd</sup>, 2009, and the Common Council adopted the Comprehensive Plan via Ordinance # 2422 on December 8<sup>th</sup>, 2009; and has been amended from time to time; and

**WHEREAS**, development within the City should be monitored on an ongoing basis, and compared to the City goals and objectives outlined throughout the Plan to ensure that current policies are achieving the intended results. Comprehensive Plan Chapter 22, Implementation states, *"This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year."* This project includes an overall general update to the Comprehensive Plan.

**WHEREAS**, Department of Community Development Staff, working at the request of Nicholas Wimmer on behalf of Wimmer Communities, have prepared amendments to the Future Land Use Map within the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue and are now completed and need to be incorporated into the City's adopted Comprehensive Plan.

**WHEREAS**, the Future Land Use Map amendments requested by Nicholas Wimmer on behalf of Wimmer Communities are for the properties located at 1640 S. Moorland Road

(includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) to amend the Future Land Use from Suburban Commercial, Mixed Use Residential and Institutional to Mixed Use Residential. It is necessary to incorporate these Future Land Use Map amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue. A copy of the 2030 Comprehensive Plan Chapters 10 & 11 along with the map is attached as Exhibit A. Amendments to an adopted comprehensive plan pursuant to WI State Statute 66.1001 require a Class I notification along with a public hearing.

**WHEREAS**, the Plan Commission reviewed and approved the proposed amendments to 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue, on June 2, 2025 following approximately three months of public comment from the date of the public notice; and

**WHEREAS**, the City has duly noticed a public hearing on the aforementioned comprehensive plan amendments and the Plan Commission held the public hearing on March 3, 2025.

**WHEREAS**, the Plan Commission of the City of New Berlin by a 7-0 vote of the Commissioners present and voting recorded in its official minutes, adopted Resolution # 2025-05 recommended approval of this comprehensive plan amendment on June 2, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, that the Plan Commission of the City of New Berlin hereby accepts and adopts the attached City of New Berlin 2030 Comprehensive Plan amendments to the 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue, recognizing that the Common Council must also adopt the Comprehensive Plan amendments via Ordinance for it to become effective; and

**BE IT FURTHER RESOLVED** that the Plan Commission does hereby recommend that the Common Council adopt Ordinance No. 2703, which will constitute its adoption of the Comprehensive Plan amendments.

Passed and adopted by the Plan Commission on this 2<sup>nd</sup> day of June, 2025.

APPROVED:

\_\_\_\_\_  
David A. Ament, Mayor

Certified/Countersigned:

\_\_\_\_\_  
Nikki Jones  
Plan Commission Secretary



**ORDINANCE NO. 2703**

An ordinance to adopt the amendments to the City's Comprehensive Plan to incorporate the necessary General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan, Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue.

---

The Common Council of the City of New Berlin do ordain as follows:

**SECTION I**

Pursuant to section 62.23(2) and (3) of the Wisconsin Statutes, the City of New Berlin, is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

**SECTION II**

The Common Council of the City of New Berlin, Wisconsin, has adopted written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by Section 66.1001(4)(a) of the Wisconsin Statutes.

**SECTION III**

The Plan Commission of the City of New Berlin by a majority vote of the Commission members present and voting as recorded in its official minutes and adopted Resolution # 2025-05 on June 2, 2025 recommending to the Common Council the adoption of the ordinance that approves the general amendments and Future Land Use amendments to the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue, a copy of both chapters are attached as Exhibit A, containing amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

More specifically, the Future Land Use Map amendments requested by Nicholas Wimmer on behalf of Wimmer Communities, to amend the Future Land Use for the properties located 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from Suburban Commercial, Mixed Use Residential and Institutional to Mixed Use Residential.

**SECTION IV**

The City held public hearings on March 3, 2025 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

## SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally adopt the documents entitled, "**General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue,**" which are attached hereto as Exhibit A pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

## SECTION VI

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

## SECTION VII

This ordinance shall take effect upon passage and publication as approved by law.

## SECTION VIII

The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

**PASSED AND ADOPTED** by the Common Council this 10<sup>th</sup> day of June, 2205.

APPROVED:

---

David A. Ament, Mayor

Countersigned:

---

Rubina Medina, City Clerk



## SUMMARY ORDINANCE NO. 2703

Nicholas Wimmer on behalf of Wimmer Communities is petitioning for amendments to the Future Land Use Map within the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 11: "Neighborhood A" Greenfield Avenue for the properties located at 1640 S. Moorland Road (includes Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003) to amend the Future Land Use from Suburban Commercial, Mixed Use Residential and Institutional to Mixed Use Residential. The matter came before the City Plan Commission which held a public hearing on the proposed amendments on March 3, 2025 and recommended approval on June 2, 2025 subject to the application, plans on file, and Ordinance No. 2703 approved by the City Attorney, and the matter having been considered and the amendment approved on June 10, 2025, by the Common Council, as requested in the petition.

The full text of the ordinance is available for inspection in the City Clerk's office of the City of New Berlin at 3805 S Casper Dr. during normal business hours.

---

# STAFF REPORT

## EXECUTIVE SUMMARY

---

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICANT/PROJECT:</b>     | Nicholas Wimmer on behalf of Wimmer Communities / Rezoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>LOCATION:</b>              | 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>REQUEST:</b>               | Public hearing and approval of the request to rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance # 2688) & request to rezone the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District:), I-1/PUD (Institutional District) / C-2/PUD (Shoreland-Wetland Holding District) <u>to</u> Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance # 2701.                                                             |
| <b>D.R.C. RECOMMENDATION:</b> | Public hearing and recommend to Common Council rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance 2688) and adoption of Planned Unit Development Ordinance # 2701 that approves the rezoning of the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District:), I-1/PUD (Institutional District) / C-2/PUD (Shoreland-Wetland Holding District) <u>to</u> Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance. |

### DETAILS IN ATTACHED STAFF REPORT:



**CITY OF NEW BERLIN**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**PLAN COMMISSION STAFF REPORT**

Meeting of June 2, 2025

---

**Nicholas Wimmer on behalf of Wimmer Communities / Rezoning**  
**1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003)**

---

**DATE STAFF REPORT REVISED:** May 8, 2025

**APPLICANT / OWNER(S):** Nicholas Wimmer on behalf of Wimmer Communities / The Conservancy LLC

**REQUEST / DESCRIPTION OF PROJECT:**

Public hearing and approval of the request to rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance 2688) & request to rezone the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District), I-1/PUD (Institutional District) / C-2/PUD (Shoreland-Wetland Holding District) to Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance # 2701.

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 1/9/2025; Revised submittal 4/17/2025

**DATE OF COMPLETENESS DETERMINATION:** 1/9/2025, Revised submittal 4/17/2025

**PRE-APPLICATION CONFERENCE HELD:** Yes

Date(s) of Meeting(s): Numerous meetings, most recent on 4/10/2025.

Site Visit(s): numerous site visits over the past two years.

**CONCEPTUAL PLAN:** Yes

**SIZE OF DEVELOPMENT / PARCEL(S):** 33.76 Acres

**CURRENT ZONING:**

Lot 1: B-1/PUD (Shopping Center District)

Lot 2: Rm-1/PUD & C-2 (Multi-Family Residential District)

Lot 3: I-1/PUD & C-2 (Institutional District)

**CURRENT LAND USE:** Vacant

**PROPOSED LOT SIZES:** Applicant filed a separate application for a 3-Lot CSM (See File # LD-2500072).

Lot 1: 9.670 Acres

Lot 2: 19.687 Acres

Lot 3: 4.404 Acres

**PROPOSED ZONING:** Rm-1/PUD & C-2/PUD

**PROPOSED LAND USE:** Applicant filed a separate application for a 3-Lot CSM (See File # LD-2500072). Multi-family Residential with retail commercial integrated within the apartment buildings.

**PROPOSED DENSITY:**

***Proposed Rm-1/PUD District:***

In the attached PUD ordinance, the applicant has identified the following density information: Net density 13.97 units / acre (413 units / 29.57 developable acres) OR gross density 12.23 units / acre (413 units / 33.761 acres).

**ADJACENT ZONING AND LAND USE:**

North: Zoning: Commercial

South: Zoning: I-1 & R-4

East: Zoning: B-1/I-1

West: Zoning: B-1/PUD/Rm-1/R-4

Land Use: City of Brookfield (Bank & Commercial)

Land Use: Rail Road Easement and New Berlin Bike Trail  
Residential

Land Use: Walmart & Highland Memorial Park Cemetery

Land Use: Vacant Commercial/Deer Creek  
Apartments/Brookridge Condominiums &  
Moorland Highlands Subdivision

**Conformance with Comprehensive Plan and Municipal Code: Yes**

**Chapter 11: Neighborhood A: Greenfield Avenue:**

**Planning Context / Vision / Development Policies:**

***Vision:***

- *Greenfield Avenue will be a mixed commercial and residential corridor, and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.*

***Development Policies:***

- *Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.*
- *Tighten non-conforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out non-conforming commercial uses over time.*
- *Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.*
- *Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.*
- *Address flooding and localized drainage issues along the eastern portion of the neighborhood.*
- *Encourage land combinations that accommodate future development options.*

***Land Use:***

- *Future Land Use Map: Mixed Residential (Proposed with application File #: CP-2500070)*

**ZONING CODE (Chapter 275):** Yes, with the attached proposed PUD Ordinance, this request would meet the requirements of Sections 275-33B(10), 275-34B(1) & 275-37B(4) of the Zoning Code.

**DEVELOPMENT CODE (CHAPTER 235):** N/A

**REZONING REQUIRED:** Yes, amendment to the PUD ordinance requires a public hearing.

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** Yes, amendment to the PUD ordinance requires a public hearing.



**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** A conceptual Use Approval Application File #: UA-2402003 was reviewed at the October 7, 2024 Plan Commission meeting. Separate Use, Site and Architecture applications will be required for each use and proposed development.

**Site Plan Required:** Yes, a concept is attached and will be included in the PUD.

**Architectural Review Required:** Yes, concepts are attached and will be included in the PUD.

**PROPOSED ARCHITECTURE:** Yes, concepts are attached and will be included in the PUD.

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** Yes, Isolated Natural Resource Area located along eastern property line.

**Wetland On Property:** Yes, Wetlands have been registered on the City's Zoning Map.

**Conservancy Districts (C-1, C-2):** Yes, C-2

**NRCS Map Classification:** Not Inventoried

**Floodplain:** No

**Topography / Geologic:** Site is overall fairly flat however the current owner has filled and added berms over the years. This is why the contours appear to look like berms on the topography map.

**BIKE & PEDESTRIAN FACILITIES PLAN:** As part of the PUD Ordinance and Development Agreement for this project, the applicant is proposing to install and maintain a sidepath along the length of their development along Moorland Road to Greenfield Avenue. This was an important issue that residents brought up during the conceptual reviews of the project at the Neighborhood Meetings.

**PARK & OPEN SPACE PLAN:** No improvements identified.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** Shown on the conceptual plans and will be required to be shown on the future Use, Site and Architectural application submittals.

**Wildlife Habitat Protection:** Yes

**Wildlife Management Plan:** Yes

**ENVIRONMENTAL IMPACT:** Yes, a tree inventory has been submitted and staff will continue to work with the applicant on any replacements at the time of Use, Site and Architecture applications.

**STORMWATER MANAGEMENT / DRAINAGE PLAN:** Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development. A full report has been submitted.

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** Yes

**Basin Capacity Available:** Yes

**Adequate Linkage:** Yes

**Onsite System Required:** No

**WATER USAGE CALC.:** Will be reviewed at the time of building permit application submittals. The Utility Department has reviewed the project conceptually and there is adequate supply for this project.

**TRAFFIC IMPACT:** A Traffic Impact Study dated August 26, 2023 has been submitted to the City of New Berlin and Waukesha County.

Below are several summary points from the TIA:

**Table 1: Trip Generation Comparison**

| Land Use                                | Weekday<br>Daily | AM Peak      |             |              | PM Peak      |              |              |
|-----------------------------------------|------------------|--------------|-------------|--------------|--------------|--------------|--------------|
|                                         |                  | In           | Out         | Total        | In           | Out          | Total        |
| Newly Proposed Site Plan                | 2,110            | 35           | 105         | 140          | 90           | 60           | 150          |
| Previously Approved TIA Site Plan       | 4,490            | 170          | 190         | 360          | 195          | 180          | 375          |
| <b>Increase (Decrease) in New Trips</b> | <b>(2,380)</b>   | <b>(135)</b> | <b>(85)</b> | <b>(220)</b> | <b>(105)</b> | <b>(120)</b> | <b>(225)</b> |

As shown in Table 1, under the new land use assumptions there is expected to be a reduction in new trips of 2,380 total site trips on a typical weekday, 220 total site trips in the AM peak hour, and 225 total site trips in the PM peak hour when compared to the previously approved land use assumptions.

1. Modifications to address traffic impacts are shown in Exhibit 9 for the Year 2026 traffic conditions and have been shown for the following two scenarios:
2. "Full Build Traffic" – These modifications are expected to be necessary to accommodate the Year 2026 Full Build traffic volumes, which includes the proposed on-site development under with full access at Ridge Road, right-in/right-out access at the North driveway onto CTH O and left-in/right-in/right-out access at the south driveway onto CTH O.
3. "Total Traffic" – These modifications are expected to be necessary to accommodate the Year 2026 Total traffic volumes, which includes the proposed on-site development with full access at Ridge Road, right-in/right-out access at the North driveway onto CTH O and left-in/right-in/right-out access at the south driveway onto CTH O and the identified potential off-site development taken from the previously approved TIA.

**SCHOOL DISTRICT IMPACT:** Yes

Notice Sent to Affected School District(s): Yes, an email was sent to the school district on 2/11/2025 notifying them of the project. It was noted in the email that this project will replace the previously approved Mandel Development project.

**PREVIOUS ACTION:**

*Past Action on projects that did not move forward:*

- 3/3/2008 ProHealth submitted a plan for a large medical building on this site. This project never moved forward.
- 6/29/2017 Continental Properties submitted a concept plan for a mixed use development. It was reviewed by the Plan Commission and a Neighborhood Meeting was held. No action taken.

*Recent Action:*

- 4/10/2023 Neighborhood Meeting regarding concept plan (File UA-2300419).
- 4/13/2023 Plan Commission review of concept plan.
- 4/25/2023 Common Council reviewed an RAS for the potential sale of City property located at 1640 S. Moorland Road / Tax Key # 1158-989 (along Moorland Road across from Robin Trial).
- 7/10/2023 Plan Commission held a public hearing (File CP-2300808 & RZ-2300810).
- 8/14/2023 Plan Commission approved File RZ-2300810 for PUD Ordinance #: 2679 & File CP-2300808 for Ordinance 2678 adoption of Resolution 23-14).
- 8/29/2023 Common Council approved File RZ-2300810 for PUD Ordinance #: 2679 & File CP-2300808 for Ordinance 2678 adoption of Resolution 23-14).
- 1/8/2024 Plan Commission held a public hearing, reviewed and approved an amendment to the File RZ-2300810 as PUD Ordinance #: 2688.
- 1/9/2024 Common Council approved an amendment to the File RZ-2300810 as PUD Ordinance #: 2688.



1/8/2024 Plan Commission approved a multi-family apartment development via File #: UA-2301691. However, the applicant withdrew this application.  
3/3/2025 Plan Commission held a joint public hearing on the rezoning and comprehensive plan requests.  
4/7/2025 Plan Commission tabled the projects based on the applicant's request.

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

**FINDINGS:**

1. The rezoning must meet the following criteria outlined in New Berlin Municipal Code Chapter 275-22(F):
  - a. The proposed rezoning is consistent with the Comprehensive Plan and the stated purposes of Chapter 275;  
The Future Land Use map identifies this area as Suburban Commercial, Mixed Use Residential & Institutional. The applicant filed a separate application for a Comprehensive Plan Amendment (See File #: CP-2500070) to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 11 – "Neighborhood A") from Suburban Commercial, Mixed Residential and Institutional to Mixed Use Residential.
  - b. Adequate public facilities and services (including sewage and waste disposal, water, gas, electricity, schools, police and fire protection, and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;  
Yes, the proposed rezoning is compliant. This property will be served by public sanitary sewer and water facilities.
  - c. Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of the City to provide them;  
Yes, the proposed rezoning is compliant.
  - d. The proposed development has taken into account impacts on surrounding properties or the natural environment, including air, water, noise, storm water management, soils, wildlife, and vegetation;  
Yes, the proposed rezoning is compliant. Any future developments shall be required to submit a separate application with the Department of Community Development. A full storm water report along with utility plans and civil engineering plans is under review
  - e. The land proposal for rezoning is suitable for development and will not cause unreasonable soil erosion or have an unreasonable adverse effect on rare or irreplaceable natural areas;  
Yes, the proposed rezoning is compliant.
  - f. The proposed rezoning will not be used to legitimize, or "spot zone," a nonconforming use or structure; and  
No, it will not be spot zoning. It will be consistent with the Future Land Use Map within the Comprehensive Plan, as requested in the Comprehensive Plan Amendment with application # CP-2500070.
  - g. The proposed rezoning is the minimum action necessary to accomplish the intent of the petition, and an administrative modification, variance, or conditional use permit could not be used to achieve the same result.  
Yes, the proposed rezoning is the minimum action necessary to accomplish the intent of the petition.

2. The applicant has submitted an application for a Comprehensive Plan Amendment (see file #: CP-2500070) and 3-Lot CSM (see file #: LD-2500072).
3. The applicant is requesting a PUD. A copy of the PUD is attached.
  - a. Development will have approximately 413 multi-family units. Previously they proposed 375 multi-family units. The plans were amended to remove the eight 4-Family buildings (32 units) along Moorland Road and replace that portion of the development with two 34-unit buildings (68 units between the two).
  - b. Applicant will provide approximately 850 spaces for the residential portion. Plans indicate 445 spaces will be within garages and 405 spaces of surface parking. Parking shall meet Zoning Code Section Table 275-57-1.
  - c. 98 spaces will be provided for the retail portion of the development.
  - d. 22 spaces will be provided for the club house.
  - e. Total parking - 970 spaces.
4. Applicant shall coordinate with City staff to execute and record a Conservation Easement at the time of Use, Site and Architecture application.

**D.R.C. RECOMMENDATION:**

Public hearing and recommend to Common Council rescind PUD Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD (also amended by Ordinance # 2688) and adoption of Planned Unit Development Ordinance # 2701 that approves the rezoning of the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003) from B-1/PUD (Shopping Center District), Rm-1/PUD (Multiple-Family Residential District), I-1/PUD (Institutional District) / C-2/PUD (Shoreland-Wetland Holding District) to Rm-1/PUD and C-2/PUD as The Conservancy Neighborhood Development PUD Ordinance. **See Executive Summary.**

**ATTACHMENTS:**

Location Map  
Zoning Comparison Map  
Applicant Letter  
Draft PUD Ordinance # 2701

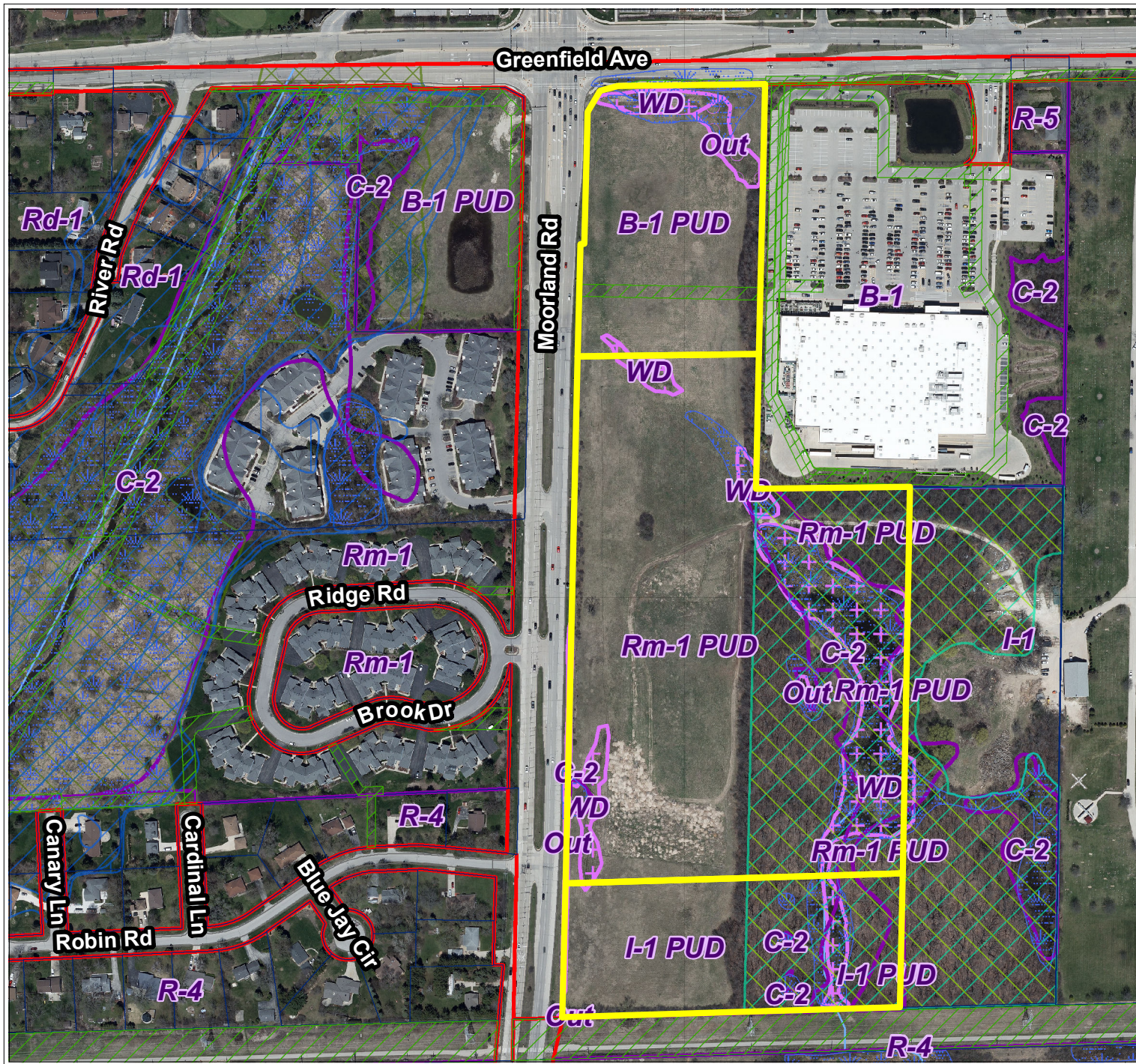
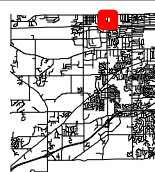
**See Comprehensive Plan Staff Report - File #: CP-2500070 for copies of the documents below:**

- Comprehensive Plan Chapter 10 – Land Use
- Comprehensive Plan Chapter 11 – Neighborhood A

**See City's website for the document below:**

- Development Plan / Detailed Plans





City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org

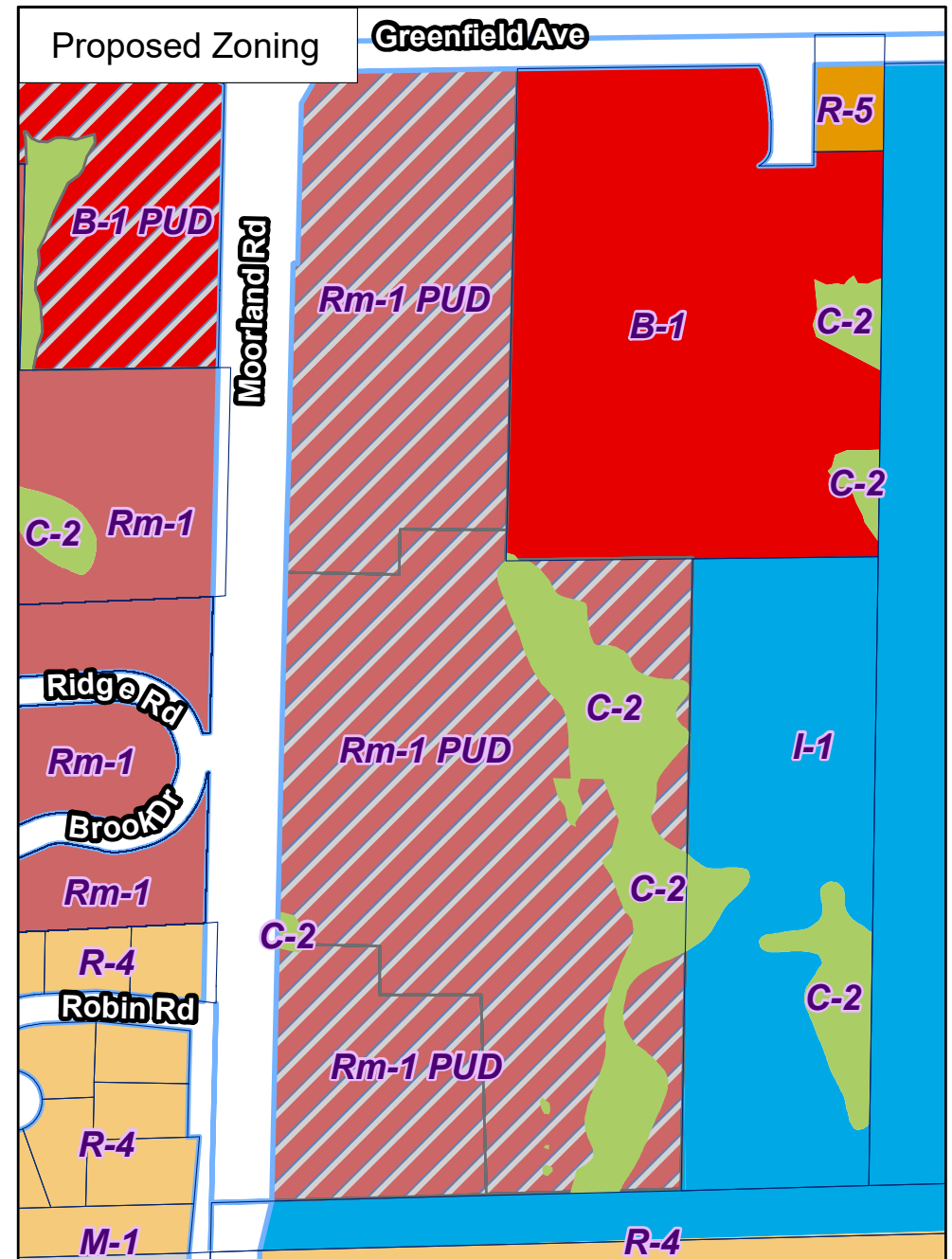
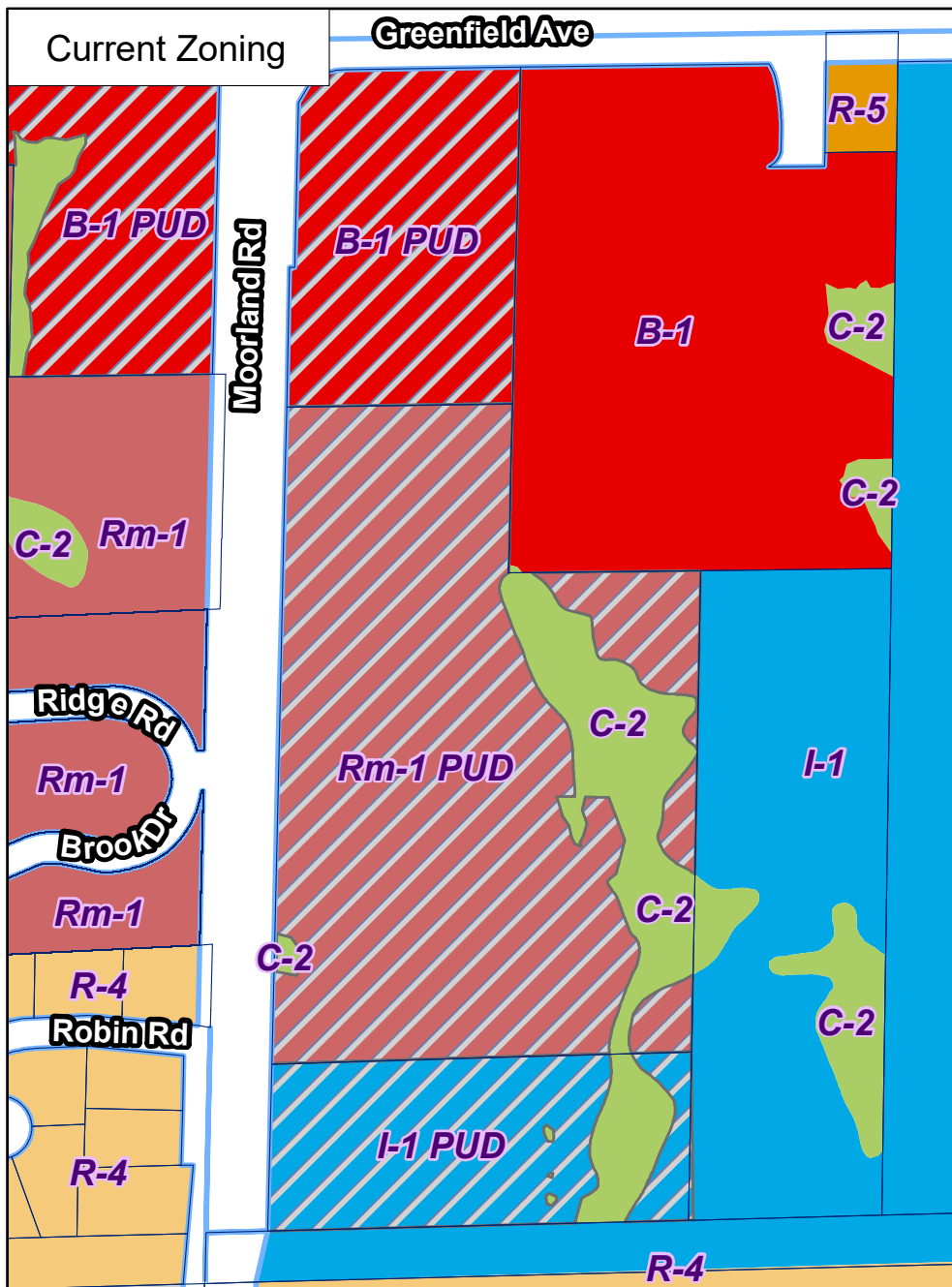
#### Legend

|                                                                                     |                                     |                                                                                     |                                                                                                                      |
|-------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
|  | Parcels                             |  | <b>Environmental Corridor</b>                                                                                        |
|  | Road Right-of-Way                   |  | <b>Corridor Type</b>                                                                                                 |
|  | <b>Floodplain DFIRM (FEMA 2014)</b> |  |  Isolated Natural Resource Area   |
|  | <b>Flood Zone</b>                   |  |  Primary Environmental Corridor   |
|  | FEMA DFIRM - Zone A                 |  |  Secondary Environmental Corridor |
|  | FEMA DFIRM - Zone AE                |  |  Wetland                          |
|  | FEMA DFIRM - 0.2% Annual Chance     |  |                                                                                                                      |
|  | Zoning Boundaries                   |                                                                                     |                                                                                                                      |
|  | <b>Zoning Wetland Registration</b>  |                                                                                     |                                                                                                                      |
|  | <b>Wetland Registration Type</b>    |                                                                                     |                                                                                                                      |
|  | Registered Wetland                  |                                                                                     |                                                                                                                      |
|  | Outside Wetland                     |                                                                                     |                                                                                                                      |



0 130 260 Feet

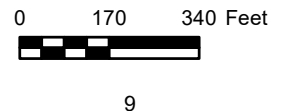
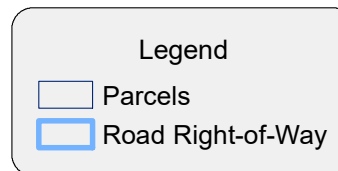




**RZ-2500071**  
**The Conservancy**  
**1640 S. Moorland Rd**



City of New Berlin  
 Department of Community Development  
 3805 S Casper Dr.  
 New Berlin WI 53151  
 (262) 797-2445  
[www.newberlin.org](http://www.newberlin.org)







April 17, 2025

Mr. Greg Kessler  
Director  
City of New Berlin – Department of Community Development  
3805 S. Casper Drive  
New Berlin, WI 53151

Ms. Nikki Jones  
Deputy Director  
City of New Berlin - Department of Community Development  
3805 S. Casper Drive  
New Berlin, WI 53151

Dear Mr. Kessler and Ms. Jones:

In recent days, Wimmer Communities (“Wimmer” or “we”) and the City of New Berlin Department of Community Development (“Department”) have discussed certain design modifications to Wimmer’s proposed mixed-use “town center”-style development known as The Conservancy at the southeast corner of Moorland Road and Greenfield Avenue.

Wimmer does hereby seek to amend its prior applications dated January 10, 2025 for the Comprehensive Plan Amendment and Rezoning to reflect the modified land plan and revised PUD zoning data, as further described herein and illustrated in the enclosed materials.

As discussed, Wimmer’s requested design modifications would replace the initially proposed eight 4-unit buildings known as The Meadows with two 35-unit buildings (similarly referred to as “Meadows North” and “Meadows South”). Whereas the original eight 4-unit Meadows buildings were designed as two-story private walk-up style buildings with attached garages, the two new 35-unit Meadows buildings are designed as three-story buildings (two full floors and a partial third floor) with common entrances and a lower-level parking garage.

In support of Wimmer’s request to amend its prior application for the Comprehensive Plan Amendment and Rezoning for The Conservancy, the following materials are enclosed with this correspondence:

Distinctive Residential Communities

5300 S. 108th Street, Suite 1, Hales Corners, WI 53130-1331  
Phone: 414-529-3900 Fax: 414-529-5348  
[www.wimmercommunities.com](http://www.wimmercommunities.com)



- Revised Site Plan dated April 17, 2025, prepared by Mr. Christopher Jackson, P.E., P.L.S., of JSD, Inc.
- Revised Artistic Site Plan prepared by Mr. Doug Buster of Wimmer Design.
- Artistic elevation of new proposed Meadows North/Meadows South building, prepared by Mr. Buster.
- PUD Zoning Data Table (April 17, 2025 Update) prepared by Wimmer to illustrate the zoning characteristics of its Revised Multi-Family Design by comparison both to its Initial Multi-Family Design and the underlying standards of the Rm-1 Multiple-Family Residential District.
- Master Land Use Plan Data Table providing all unit counts, parking counts, and parking ratio information for Wimmer's modified development design.

Pursuant to our phone discussion with Ms. Jones on April 14<sup>th</sup>, we understand that new Development Permit Applications will not be required in support of this requested amendment to our prior applications for the Comprehensive Plan Amendment and Rezoning, nor are additional fees or deposits due at this time.

Further, we understand from the abovementioned phone discussion that the Department will accept certain revised supporting materials to follow in the near term, including our revised Development Report, architectural plans for the new Meadows buildings, and revised civil plans that reflect the proposed site design as modified.

Lastly, we understand that our amended application for the Comprehensive Plan Amendment and Rezoning will be considered at a public hearing before the Plan Commission at its meeting on June 2, 2025. We respectfully request that the Plan Commission issue its recommendation for approval of the Comprehensive Plan Amendment, Rezoning, and Land Division (which latter application remains unchanged) at its regularly scheduled meeting that same evening.

We appreciate the City's continued support for The Conservancy and for its cooperation in advancing this landmark neighborhood development with a design that optimizes its potential and ensures that it remains financially feasible, all without financial assistance from the City.

Please do not hesitate to reach out to me and Nick Wimmer with any questions or requests for additional information regarding The Conservancy.

Yours Very Truly,



David T. Wimmer  
Corporate Counsel  
Wimmer Communities



Encl.

CC: Mark J. Wimmer – President, Wimmer Communities  
John J. Wimmer – Executive Vice President, Wimmer Communities  
Nicholas X. Wimmer – Vice President of Project Development, Wimmer Communities  
Tammy Simonson – City Engineer, City of New Berlin  
Nicole Hewitt – Division Engineer – Storm Water, City of New Berlin  
Kristen Hogan – Principal Planner, City of New Berlin  
Kelly Wall – Principal Planner, City of New Berlin

| Regulation                                                   | Uses                                                                                                                                                                        | Density                                                                                                                       | Minimum Lot Area                                                                                                                      | Minimum Lot Width                                                                                                                  | Setbacks                                       |                                    |                                    |                |                                               | Lot Coverage                                                                                           | Minimum Floor Area                                                    | Building Height |                                                                                                                                                                                                                                                                 | Building Separation                        | Usable Open Space                                                                                                                                                             | Unit Sizes       |                  |                  |                    | Off-Street Parking                          |                                                                                                                                  |                              |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------|------------------------------------|----------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------|--------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                                              |                                                                                                                                                                             |                                                                                                                               |                                                                                                                                       |                                                                                                                                    | Front                                          | Side                               | Rear                               | Shore          | Wetlands                                      |                                                                                                        |                                                                       | Min             | Max                                                                                                                                                                                                                                                             |                                            |                                                                                                                                                                               | Studios          | 1BR              | 2BR              | 3BR                | Attached                                    | Total                                                                                                                            | Guest                        |
| RM-1 Zoning District<br>Multiple Family Residential District | Multi-Family = Permitted<br>Amenity Uses = Not specified<br>Not closer than 120 feet to single family residential lands                                                     | Maximum of 7 units per zoned acre                                                                                             | Larger of: 6,500 s.f per unit<br>OR<br>20,000 s.f.                                                                                    | 120 ft                                                                                                                             | 25 ft. Minimum                                 | 15 ft. Minimum                     | 50 ft. Minimum                     | 50 ft. Minimum | All Impervious Surfaces<br><br>30 ft. Minimum | Buildings: 45% (Max)<br><br>Impervious Surfaces: 60% (Max)<br><br>Open Space & Landscaping: 40% (Min.) | 2,000 s.f per Building or<br>2,200 s.f. per Building without Basement | None            | 35 ft. to Midpoint                                                                                                                                                                                                                                              | 30 ft. Minimum                             | Not Specified                                                                                                                                                                 | 500 s.f. Minimum | 650 s.f. Minimum | 800 s.f. Minimum | 1,000 s.f. Minimum | 1.0 per unit (Minimum)<br><br>Part of Total | Apartments<br>2.0 per unit (Minimum)<br>Plus Guest<br><br>Resident Club<br>Required: 1 space/200 SF<br>Actual: 0.45 space/200 SF | 0.1 space per unit (Minimum) |
| Initial Multi-Family Design                                  | 375 Multi-Family Units<br>Approximately 9,800 SF Resident Club<br><br>South Property Line is approximately 200 ft. from nearest Single Family Residential Lands             | Total Units: 375<br>29.57 Acres<br>12.68 Units per acre (exclusive of C-2 zoned areas and entrance to Woodmont Dr.)           | Lot 1: 9.670 acres<br>Lot 2: 19.71 acres<br>Lot 3: 4.39 acres<br><br>Total: 33.761 acres / 1,470,629 SF<br><br>3,922 s.f. per unit    | North/South<br>Lot 1: Approx 1,003 ft.<br>Lot 2: Approx 746 ft<br>Lot 3: Approx. 515 ft<br><br>Total Lot Width at Street: 2,264 ft | Moorland<br>External: 22 ft<br>Internal: 25 ft | External: 35 ft<br>Internal: 15 ft | External: 28 ft<br>Internal: 12 ft | Not Applicable | 8 ft at Parking lot<br>West of Bldg 4         | Buildings: 13%<br><br>Impervious Surfaces: 21%<br><br>Open Space & Landscaping: 66%                    | 3,160 s.f. (4-Unit Meadows Buildings)                                 |                 | First Floor to Mid-Point of Roof:<br>54' - 6 3/4" (Conservator and Woodlands)<br><br>Exterior Grade Entry to Mid-Point of Roof:<br>62' - 0 3/4" (Conservator)<br><br>Underground Garage Entry to Mid-Point of Roof:<br>65' - 6 3/4" (Conservator and Woodlands) | 27 ft. at Resident Club to Woodlands No. 3 | 33.76 Total Acres<br>3.75 Acres of Wetlands<br>-----<br>30.01 Usable Acres<br><br>(11.43 Acres of Buildings & Impervious Surface<br><br>18.58 Acres of Woodland & Open Space) | n/a              | 855 s.f. gross   | 1,230 s.f. gross | 1,532 s.f. gross   | 1.07 per unit                               | 2.02 per unit (2.12 per unit incl. Guest)                                                                                        | 0.101 space per unit         |
| Revised Multi-Family Design                                  | 413 Multi-Family Residential Units<br>Approximately 9,800 SF Resident Club<br><br>South Property Line is approximately 200 ft. from nearest Single Family Residential Lands | Total Units: 413<br>29.57 Acres<br>13.97 Units per PUD-zoned acre (exclusive of C-2 zoned areas and entrance to Woodmont Dr.) | Lot 1: 9.670 acres<br>Lot 2: 19.71 acres<br>Lot 3: 4.39 acres<br><br>Total: 33.761 acres / 1,470,629 SF<br><br>3,560.85 s.f. per unit | North/South<br>Lot 1: Approx 1,003 ft.<br>Lot 2: Approx 746 ft<br>Lot 3: Approx. 515 ft<br><br>Total Lot Width at Street: 2,264 ft | Moorland<br>External: 40 ft<br>Internal: 25 ft | External: 35 ft<br>Internal: 15 ft | External: 28 ft<br>Internal: 12 ft | Not Applicable | 8 ft at Parking lot<br>West of Bldg 4         | Buildings: 15%<br><br>Impervious Surfaces: 20%<br><br>Open Space & Landscaping: 65%                    | 56,624 s.f. (35-Unit Meadows Buildings)                               |                 | First Floor to Mid-Point of Roof:<br>54' - 6 3/4" (Conservator and Woodlands)<br><br>Exterior Grade Entry to Mid-Point of Roof:<br>62' - 0 3/4" (Conservator)<br><br>Underground Garage Entry to Mid-Point of Roof:<br>65' - 6 3/4" (Conservator and Woodlands) | 27 ft. at Resident Club to Woodlands No. 3 | 33.76 Total Acres<br>3.75 Acres of Wetlands<br>-----<br>30.01 Usable Acres<br><br>(11.81 Acres of Buildings & Impervious Surface<br><br>18.20 Acres of Woodland & Open Space) | n/a              | 855 s.f. gross   | 1,230 s.f. gross | 1,532 s.f. gross   | 1.08 per unit                               | 1.96 per unit (2.06 per unit incl. Guest)                                                                                        | 0.101 space per unit         |
| Current Retail Design                                        | Approximately 19,600 SF of Ground Floor Retail within Two Mixed-Use Residential Buildings<br>(Approximately 9,800 SF of Retail per Building)                                |                                                                                                                               |                                                                                                                                       |                                                                                                                                    |                                                |                                    |                                    |                |                                               |                                                                                                        |                                                                       |                 |                                                                                                                                                                                                                                                                 |                                            |                                                                                                                                                                               |                  |                  |                  |                    | N/A                                         | Req: 1 Space per 200 SF<br>Actual: 1 Space per 200 SF                                                                            | N/A                          |

NOTE: "External" refers to perimeter lot lines of proposed 3-parcel CSM.  
"Internal" refers to interior lot lines of proposed 3-parcel CSM.

NOTE: Required Retail parking ratios above are based on City's determination that proposed Retail constitutes "Personal Services" use under Table 275-75-1. Please see Staff Report, File # UA-2402003, PC Date: 10/07/2024

| Community Benefits - Initial Proposal vs. Revised Proposal |         |                  |                  |
|------------------------------------------------------------|---------|------------------|------------------|
|                                                            | Current | Initial Proposal | Revised Proposal |
| Neighborhood Value Increase                                | \$0     | \$65,547,956     | \$71,690,948     |
| Property Tax                                               | \$0     | \$990,242        | \$1,079,876      |
| New Housing Fee Paid by the Project                        | N/A     | \$854,408        | \$940,425        |
| New Housing Fee Credit Request                             | N/A     | \$750,000        | \$0              |

NOTE: Staff Report cited above also determined that Resident Club constitutes "Personal Services" use. As proposed, parking ratio at Resident Club is 0.45 space per 200 SF.



## ORDINANCE NO. 2701

---

**The Conservancy Neighborhood Development Plan PUD / Planned Unit Development**

---

The Common Council of the City of New Berlin, Waukesha County, do ordain as follows:

**SECTION I**

**WHEREAS**, The City of New Berlin (City) has adopted a Comprehensive Plan under Wis. Statutes Sections 62.23 and 66.1001; and

**WHEREAS**, The City has adopted a Zoning Ordinance under Wis. Statutes 62.23 and does allow planned unit development overlays (PUD) per Section 275-39B(1) of the New Berlin Municipal Code; and

**WHEREAS**, the Applicant Nicholas Wimmer with Wimmer communities has submitted an application for a Planned Unit Development Overlay District located at 1640 S. Moorland Road (includes Tax Keys #'s 1158.989.001, 1158.989.002 & 1158.989.003 in accordance with Sections 275-23 and 275-39(B)(1) of the New Berlin Municipal Code; and

**WHEREAS**, the proposed PUD will necessitate an amendment to the City of New Berlin Comprehensive Plan; and,

**WHEREAS**, the procedure for the creation of a PUD Overlay District and the amendment to its Comprehensive Plan has been followed in compliance with Sections 275-21.1, 275-22 and 275-23 of the New Berlin Municipal Code; and

**WHEREAS**, the Applicant has submitted a City of New Berlin Concept Use Approval Application File # UA-2402003 which requires that PUD Ordinance #2679 as amended by PUD Ordinance #2688 be rescinded.

**WHEREAS**, this request would rescind Planned Unit Development Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD Overlay District (also amended by Ordinance 2688), which would have allowed for a mixed use development, approved by the Common Council on January 9, 2024. At this time, the previous applicant is no longer pursuing that project and has sold the subject property to the present Applicant; and

**WHEREAS**, this request would rescind Use Approval # UA-2301691 to construct a multi-family development by Mandel Development Group, approved by the Plan Commission on January 8, 2024; and

**WHEREAS**, a public hearing was held on March 3, 2025 before the Plan Commission to receive comments concerning the proposed Planned Unit Development overlay district Ordinance 2701, as well as the proposed Comprehensive Plan Amendment; an additional public was held on June 2, 2025 to review changes to the initial PUD and;

**WHEREAS**, following the aforementioned public hearing the Plan Commission at a meeting held on June 2, 2025, made a recommendation to rescind ordinance #2679 (as amended by Ordinance 2688) and to approve the Conservancy Neighborhood Development Planned Unit Development Ordinance # 2701, and to approve the amendment to its Comprehensive Plan and;

**WHEREAS**, a public hearing ~~were~~ was held on March 3, 2025 and June 2, 2025 before the Plan Commission, and;

**WHEREAS**, The Applicant has also submitted a proposed A 3-Lot Certified Survey Map (CSM) the approval of which is a condition of the approval of the PUD Ordinance #2701; the draft CSM is attached as Exhibit F to this ordinance which Exhibit will be replaced with the approved CSM once recorded.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AND ADOPTED BY THE CITY OF NEW BERLIN**, the Planned Unit Development Overlay Ordinance # 2679 – Mandel Neighborhood Development Plan PUD Overlay District ( as amended by Ordinance #2688) is hereby rescinded and the Conservancy Neighborhood Development Plan Planned Unit Development Ordinance, Ordinance 2701 is hereby adopted pursuant to Chapter 275-39(B)(1) of the New Berlin Municipal Code as follows:

## **SECTION II**

### Planned Unit Development Summary

The purpose of the Planned Unit Development (PUD) is to create a zoning district that allows flexibility from the rigid development standards of underlying zoning districts. This PUD ordinance shall specify all elements of what is to be modified or added to the basic underlying district, and provisions of the underlying basic use district not specifically enumerated as changed, modified, or deleted shall remain in full effect.

Unless specified otherwise by this ordinance, any regulation not listed shall be regulated in accordance with the Zoning Ordinance dated October 7, 2024 and underlying zoning districts: Section 275-33B(10), Multi-Family Residential District, Section 275-34B(1), Shopping Center District, and Shoreland Wetland Holding District.

The parcels of land that are the subject of this ordinance are located at approximately 1640 S. Moorland Road (includes Tax Key # 's 1158.989.001, 1158.989.002 & 1158.989.003) in the City of New Berlin, which are legally described below. The property is approximately 33.76 acres in size.

A 3-Lot Certified Survey Map (CSM) has been submitted, which is attached in its draft form to this ordinance as Exhibit F. Said Exhibit will be substituted with the approved CSM once that CSM is recorded.

## **SECTION III**

Legal Description of Parcel to be rezoned to B-1/PUD:

### **OVERALL PARCEL:**

Lot 1, Lot 2, and Lot 3 of Certified Survey Map No. 12592, recorded in the Office of the Register of Deeds for Waukesha County on August 22, 2024 as Document No. 4780733, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 2, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.

**Tax Key #:** 1158.989.001

LOT 1 CSM #12592 VOL 131/181 REC AS DOC #4780733 PT NW1/4 SW1/4 OF NW1/4 SEC 2 T6N R20E :: ALSO INCLUDING ACCESS EASEMENT RECORDED IN DOC #4654236

**Tax Key #:** 1158.989.002

LOT 2 CSM #12592 VOL 131/181 REC AS DOC #4780733 PT NW1/4 SW1/4 OF NW1/4 SEC 2 T6N R20E

**Tax Key #:** 1158.989.003

LOT 3 CSM #12592 VOL 131/181 REC AS DOC #4780733 PT NW1/4 SW1/4 OF NW1/4 SEC 2 T6N R20E

### **LANDS TO BE REZONED FROM B-1/PUD, RM-1/PUD, I-1/PUD & C-2/PUD TO RM-1/PUD (LOTS 1, 2 & 3 ON PROPOSED CSM) & LANDS TO BE AMENDED TO FUTURE LAND USE OF MIXED USE RESIDENTIAL:**

Lot 1, Lot 2, and Lot 3 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Waukesha County on \_\_\_\_\_ as Document No. \_\_\_\_\_, being a redivision of Lots 1, 2, and 3 of CSM 12592, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 2, Town 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin.  
n the City of New Berlin, Waukesha County, Wisconsin.



(The aforementioned references to this CSM are part of the draft CSM attached as Exhibit F)

## SECTION IV

### Rm-1/PUD: The Conservancy Neighborhood Development Plan / Planned Unit Development District

The overall purpose of this PUD is to begin to establish a set of parameters and requirements for the creation of a cohesive mixed-use neighborhood development that can serve as neighborhood center rather than a continuous, repetitive, bland, homogenous and isolated set of land uses by parking lots, drive aisles and very little to no connectivity. The PUD is being used to organize and connect several developments; fully interconnect streets, drive aisles, walk-ways, & bikeways within the development and to the surrounding neighborhoods; support retail shops & services; create active & secure pedestrian-friendly settings; and to make “parking” ultimately a shared resource available in support of “all” users within the PUD rather than just on a parcel-by-parcel basis. Appendix “A” represents a conceptual master plan that reflects the City’s desired neighborhood plan and design principles. The plan is meant to be flexible and not ridged, and to provide guidance for future development over the years. The design is based on principals in the City’s Comprehensive Plan Chapter 11, Neighborhood A Greenfield Avenue.

The Rm-1/PUD: The Conservancy Neighborhood Development / Planned Unit Development District is intended to provide for additional density than what is allowed in the Rm-1 Multiple-Family Residential District. The District will allow up to ~~413375~~ units on 33.76 acres (~~124.2311~~ units per acre). The PUD will allow retail commercial development to be integrated within the residential apartment buildings. Applicant identified approximately 19,600 sq. ft. of ground floor retail within two mixed-use residential buildings, approximately 9,800 sq. ft. per building. It shall include a network of walkable streets with interconnected sidewalks and pedestrian ways and landscaping and urban design measures that promote Traditional Neighborhood Development (TND) ideals.

Unless specified otherwise by this section, all new development shall be in accordance with the Rm-1 Zoning District, per Section 275-33B(10) Multiple-Family District.

1. Principal Uses (Multi-Family Residential Uses - See also Chapters 275-33B(10), 275-41B and Table 275-33-1, Shopping Center Uses – integrated into the residential buildings – See also Section 275-34C(1) and Table 275-34-1)
  - a. Section of the Zoning Code Section 275-33B(10) shall not apply which states, The Rm-1 Multiple-Family Residential District is intended to provide for multiple-family residential development served by municipal sewer and water facilities. Net density shall not exceed seven dwelling units per Rm-1 zoned acre. New lands to be placed in the Rm-1 District by rezoning petition shall be located not closer than 120 feet to an existing single-family residential subdivision. Net density calculations shall include the area of land upon which the dwelling units are proposed to be located and including common open space and associated facilities on the tract of land zoned Rm-1, excluding rights-of-way of publicly dedicated streets and private streets.
2. Accessory Uses (See also Chapters 275-33C, 275-42, and Table 275-33-1, Shopping Center Uses integrated into the residential buildings - See also Chapters 275-34C, 275-42, and Table 275-34-1)
  - a. Club house, pools, dog walking area and other typical uses that will serve the residents of the development. Carwashes allowed as an accessory use to the apartment development for residents only.
3. Conditional Uses (See also Chapters 275-33C, 275-27 and Table 275-33-1, Shopping Center Uses integrated into the residential buildings - See also Chapters 275-34C, 275-27 and Table 275-34-1)
4. Prohibited Uses (See also Chapters 275-34C and Table 275-34-1, Shopping Center Uses – integrated into the residential buildings See also Chapters 275-34C and Table 275-34-1)
  - a. Fast food restaurants.

- i. Focus at this property shall be on restaurants new to New Berlin and/or the region. Fast food restaurants shall be prohibited. Fast casual restaurants are suitable and would be allowable. By definition, pursuant to the American Planning Association's "*A Glossary of Zoning, Development and Planning Terms*," a fast-food restaurant is considered to be "restaurants where most customers order and are served their food at a counter or in a motor vehicle in packages prepared to leave the premises, or able to be taken to a table or counter to be consumed."
    - ii. Not included as being prohibited would be a fast casual type restaurant. By definition, a fast casual restaurant, found primarily in the United States and Canada, does not offer full table service, but advertises higher quality food than fast food restaurants, with fewer frozen or processed ingredients. It is an intermediate concept between fast food and casual dining.
  - b. Carwashes as a principal use. See accessory use section of this PUD for carwashes allowed as an accessory use to the apartment development for residents only.
5. Lot Area and Width (See also Chapters 275-44, 275-45, and 275-46)
- a. Parcels of land subject to this PUD Ordinance may be configured in any manner by Subdivision, CSM or meets and bounds transfer subject to City review and approval under WI Statutes CH. 236 and New Berlin Municipal Code Chapter 275 and 235. (See Appendix A, Conceptual Master Plan).
  - b. In order to maintain maximum flexibility with the redevelopment plans, there shall be a zero-lot line setback from property lines if developed as part of a unified project. These setback requirements shall be subject to the requirements of other governmental regulatory bodies with jurisdiction. These setbacks assume adequate vision triangles, parking and circulation. The Plan Commission shall have the authority to require larger setbacks on a case-by-case basis in order to accommodate for safety and/or to further the redevelopment vision for this area.
6. Setback and yards (See also Chapter 275-33D and Table 275-33-2)
- a. Table 275-33-2 shall apply unless modified below.
    - i. All buildings along major arterials (Moorland Road and Greenfield Avenue), shall have, where practicable, a zero-lot line setback from the roadway's ultimate right-of-way. The Plan Commission may approve a greater setback due to site constraints and/or any other site development related circumstances.
    - ii. Section 275-44E(1) and (2) shall not apply for purposes of building separation. Respecting the creative design process regarding building separation, the Plan Commission reserves the right to require greater setbacks owing to health, safety and welfare concerns to ensure, the proposed onsite buildings, structures, and entry ways are situated and designed to minimize adverse effects upon owners and occupants of adjacent and surrounding properties by providing for adequate design of ingress/egress, interior/exterior traffic flow, storm water drainage, erosion, grading, lighting, and parking, as specified by this Ordinance or any other codes or laws.
    - iii. In all cases building locations and setbacks must provide adequate spacing so land, buildings, and structures are readily accessible to emergency vehicles and the handicapped. These setback requirements shall be subject to the requirements of other governmental regulatory bodies with jurisdiction.
    - iv. Respecting the creative design process, the Plan Commission reserves the right to require greater setbacks owing to health, safety and welfare concerns to ensure, the proposed onsite buildings, structures, and entry ways are situated and designed to minimized adverse effects upon owners and occupants of adjacent and surrounding properties by providing for adequate design of ingress/egress, interior/exterior traffic flow, storm water drainage, erosion, grading, lighting, and parking, as specified by this Ordinance or any other codes or laws.



v. Wetland Setback. All impervious surfaces shall be setback a minimum of zero (0) feet.

7. Building Height (See also Chapter 275-33D and Table 275-33-2) The references to the buildings in this subsection are based on the Applicant's concept plan.
  - a. The Meadows ~~34~~-Family buildings shall not exceed ~~55~~~~35~~'.
  - b. The Woodland Apartment buildings shall not exceed 55' as measured from the first floor to the midpoint of the roof; 63' as measured from the exterior grade entry to the midpoint of the roof, and 66' as measured from the underground entry to the midpoint of the roof.
  - c. The Conservancy Center buildings shall not exceed 48' as measured from the grade to the midpoint of the roof.
  - d. The Conservator building shall not exceed 55' as measured from the first floor to the midpoint of the roof; 63' as measured from the exterior grade entry to the midpoint of the roof, and 66' as measured from the underground entry to the midpoint of the roof.
  - e. The Resident Club house shall not exceed 36'.
8. Coverage (See also Chapter 275-33D and Table 275-33-6)
  - a. Table 275-33-6 shall not apply, however, through redevelopment efforts, the City and this applicant would not be able to achieve this amount of open space on the newly created parcels, given the urban setting and the existing cross-access easements for shared parking and utilities. The applicant and the City will work together to achieve additional green space around the building / future building(s) with planters and other urban design measures, and additional plantings. Future development shall coordinate with the City on any storm water management requirements.
9. Time Limits (See also Chapter 275-23(F))
  - a. If the development has not commenced, as evidenced by the securing of the initial Zoning Permits for The Conservancy Neighborhood Development PUD and building permits for construction of any project defined in this PUD, and construction has not started within one calendar year from the approval of this ordinance, the Conservancy Neighborhood Development Planned Unit Development Overlay District ordinance shall expire and become null and void. The underlying basic use district shall remain in force.
  - b. If the developer requires an extension of the time limits, any extension shall be requested by the developer in writing explaining the hardship and sent via Certified Mail to the Department of Community Development not less than 60 days prior to the expiration of this PUD. The Common Council may allow multiple extensions in the sole exercise of its discretion.
10. Use and Site Plan Review (See also Chapters 275-24 and 275-53)
  - a. No principal or accessory use, development or structure shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied, and no site or premise shall be altered, used, changed, modified, occupied, or building permit approved until after the owner has applied for and received approval of the application for the zoning permit/use approval. An approved PUD Ordinance shall not be construed as a Zoning Permit or any other approval until the Plan Commission has granted a zoning permit use approval and staff has determined that all conditions of that approval have been satisfied.
11. Parking & Circulation (See also Chapter 275-57)

- a. Parking lots may be located at the property line as long as circulation, vision triangles, and/or drainage are taken into consideration.
- ~~b. Residential Parking. Parking shall meet Zoning Code Section Table 275-57-1. 2.02 spaces per dwelling. A minimum of 1.07 space per dwelling unit shall be provided in attached garages. One space per 10 units for guest parking. Through the leasing process, The Conservancy development agrees to maintain 0.101 spaces per dwelling unit for guest parking, limiting / eliminating their ability to lease those spaces to residents.~~
- ~~c. Residential Club House. Providing 0.45 space/200 sq. ft.~~
- ~~d.b. Retail Commercial (integrated within the apartment buildings) Parking. 1 space per 200 sq. ft. of retail space.~~

12. Architecture (See also Chapter 275-59)

- a. No principal or accessory use, development, structure or sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, structurally altered, occupied, or reoccupied and no site or premise shall be altered, used, changed, modified, building permit approved, or occupied until after the owner has applied for and the Architectural Review Committee of the Plan Commission has reviewed and approved the architecture for the zoning permit/use approval.
- b. Additional requirements for this zoning district listed in Chapter 275-59D(3)(d).
- c. Specific designs will be based on conceptual images shared during the Conceptual Development Review Phase (See Application File #: UA-2402003 as presented at the October 7, 2024 Plan Commission meeting) and concepts included in this PUD. See Appendix C,.

13. Signage (See also Chapter 275-61J(3))

- a. Per Zoning Code Section 275-61J(3) Special Commercial Areas –Moorland Road Business Corridor. This area is identified within the Moorland Road Business Corridor North See also figure VIII-11.
  - i. Off premise signage along Moorland Road may be permitted under this PUD to provide additional signage for a cohesive development. This statement modifies Zoning Code Section 275-61J(3)(c)[3].
  - ~~ii. Zoning Code Section 275-61J(3)(c)[5] is modified to allow for an overall sign height of 15 ft. due to the site constraints along Moorland Road, which include, a deep parcels with buildings located behind other buildings, retaining walls/fences, heavy landscaping, sidepaths, and large county right-of-way. Additional City wayfinding signage and development directional signage is allowed.~~
  - ~~ii.iii. EMC's may be allowed to be integrated as part of the development and may be closer than 100 feet from a residentially zoned property and within the development itself. This statement modifies Zoning Code Section 275-61J(3)(c)[6] and 275-61I(g)(7).~~
  - ~~iii.iv. See the appendix section of a sample monument sign.~~
  - ~~iv.v. Per the City's Comprehensive Plan Chapter 11, Neighborhood A Greenfield Avenue, Applicant shall include prominent gateway signage, increased landscaping and plantings beds to be planted throughout the year as part of each development.~~
    - 1. This development shall incorporate "Welcome to City of New Berlin" signage as part of a separate agreement with the City. The applicant to design, build, coordinate and pay for installation of a City sign. The Conservancy shall coordinate with the City of New Berlin on the exact size, design and location for this sign.

14. Landscaping (See also Chapter 275-54 and Chapter 275-56).



- a. Per the City's Comprehensive Plan Chapter 11, Neighborhood A Greenfield Avenue, applicant shall include prominent gateway signage, increased landscaping and plantings beds to be planted throughout the year as part of each development.
  - i. Each development application within this area will be required to provide an enhanced landscaping plan. Refer to images in Chapter 11.
- b. Financial security (See also Chapter 275-56C(2))
  - i. At the time of final execution of a certified survey map, subdivision plat or landscape plan with the city, the owner is required to make a fiscal surety commitment t, either by escrowed funds, certificate of deposit or letter of credit, with the City to ensure that the owner is in full compliance with the landscape installation and maintenance requirements of the approved plans and the City's Developer's Handbook.
  - ii. A maintenance portion of the surety is required to ensure that the landscape installation is maintained during its critical establishment (five-year) period following installation. The amount of the maintenance portion of the surety shall be 20% of the original surety. Currently the code calls for, "three-year for maintenance."

15. Site Amenities

- a. Each development shall incorporate public outdoor amenity space(s) and amenities, including but not limited to gathering / seating spaces, benches, picnic tables, bike racks, garbage cans, etc. Public art should also be considered.

## Section V

AREAS ZONED C-2, SHORELAND WETLAND HOLDING DISTRICT ON THE CITY'S ZONING MAP WILL REMAIN UNCHANGED. NEW WETLANDS WILL BE REGISTERED ON THE CITY'S ZONING MAP.

## Section VI

**WHEREFORE**, The amendments to the City of New Berlin Comprehensive Plan necessary to accommodate this PUD having been approved on ~~June 10, 2025~~<sup>April 22, 2025</sup> pursuant to Chapter 275-21.1 and the: Conservancy Neighborhood Development Plan Planned Unit Development Overlay District Ordinance having been considered as being consistent with the City of New Berlin Comprehensive Plan was approved as a Planned Unit Development on ~~June 10, 2025~~, pursuant to Chapter 275-23 of the New Berlin Zoning Code, the Common Council hereby adopts this Ordinance and approves the rezoning of land described in Section III to Rm-1/PUD, & C-2/PUD to be named the Conservancy Neighborhood Development Plan Planned Unit Development Overlay District, pursuant to the conditions set forth herein.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2701 on behalf of the City of New Berlin.

This ordinance shall take effect upon the passage and publication as required by law, and upon the final approval of the Development Plans as recommended by the Plan Commission, and the City Clerk shall so amend the Code of Ordinances and zoning map of the City of New Berlin and shall indicate the date and number of this amending ordinance therein.

The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

PASSED AND ADOPTED by the Common Council this 10<sup>th</sup> day of June 2025.

APPROVED:

Countersigned:

---

David A. Ament, Mayor

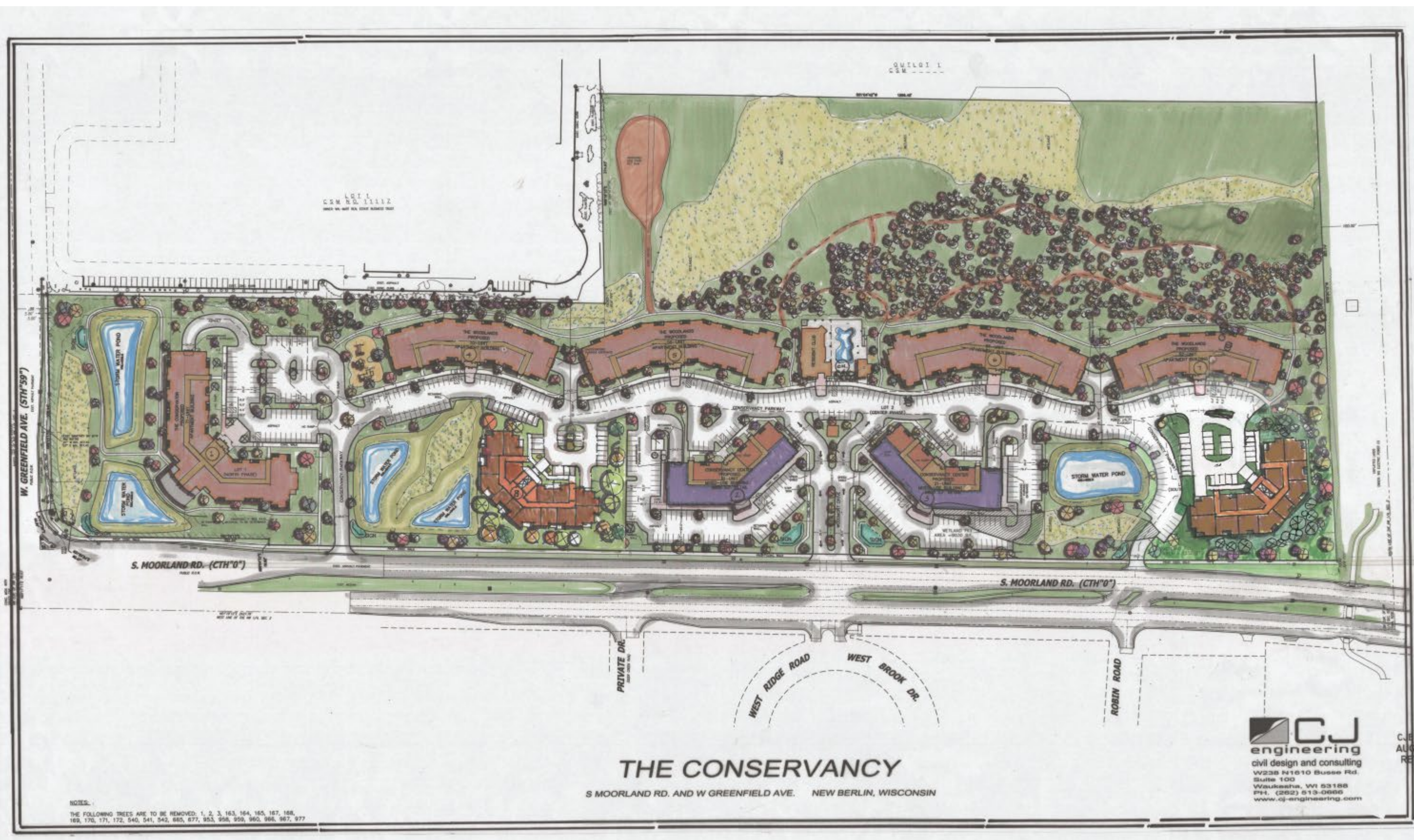
---

Rubina Medina, City Clerk



**APPENDIX A**  
**Conceptual Master Plan**  
**“CONCEPTUAL ONLY”**





NOTES:  
THE FOLLOWING TREES ARE TO BE REMOVED: 1, 2, 3, 163, 164, 165, 167, 168,  
169, 170, 171, 172, 540, 541, 542, 685, 677, 953, 958, 959, 960, 966, 967, 977

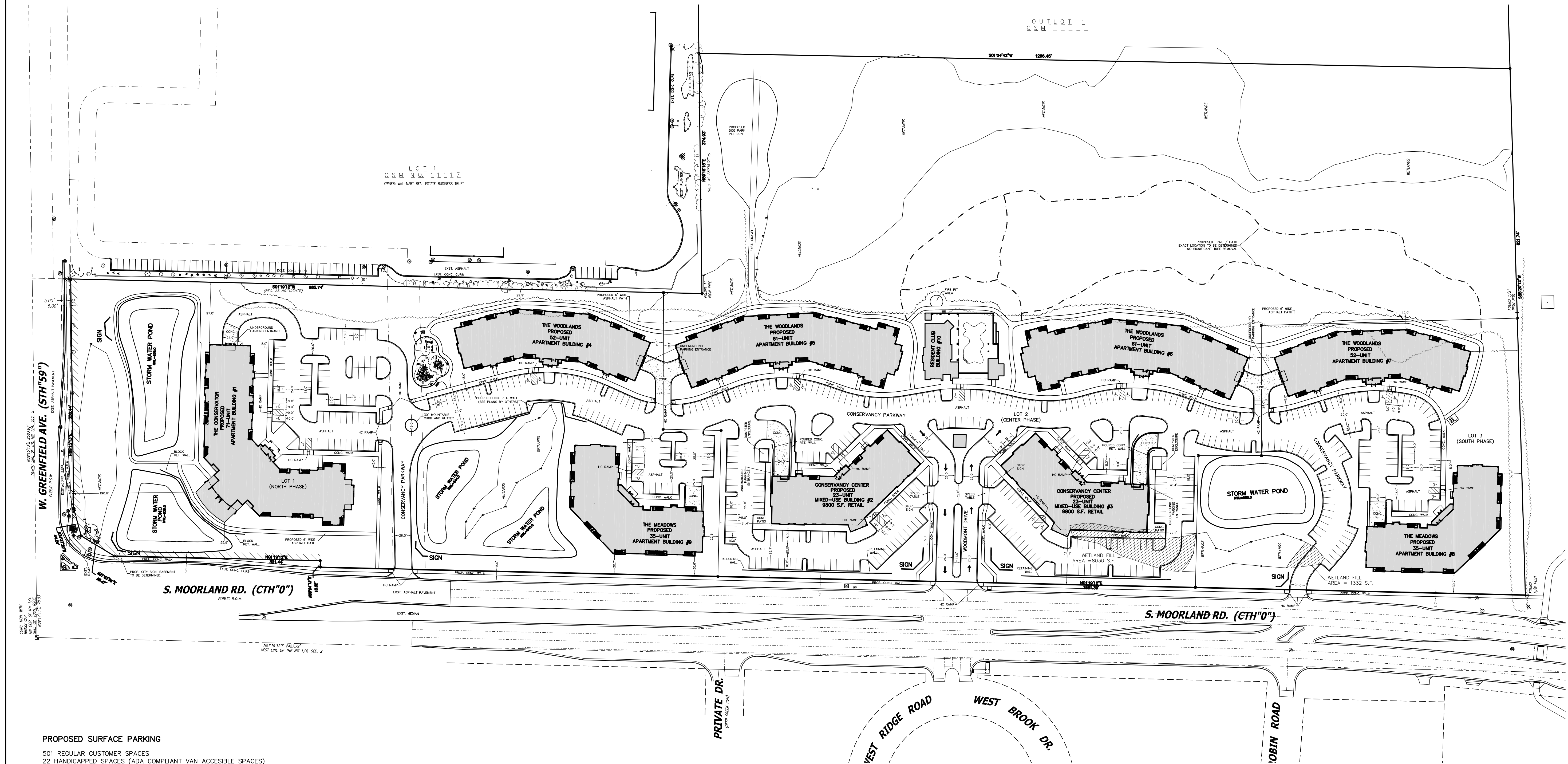
# THE CONSERVANCY

S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

**CJ**  
engineering  
civil design and consulting  
W238 N1610 Busse Rd.  
Suite 100  
Waukegan, WI 53186  
PH: (262) 513-0666  
www.cj-engineering.com

CJB  
AUG 1  
REV



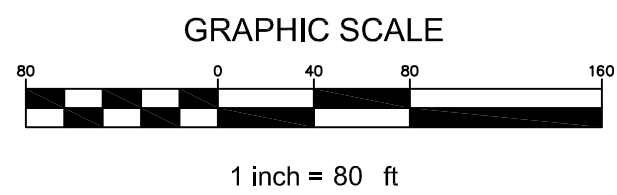


**PROPOSED SURFACE PARKING**

501 REGULAR CUSTOMER SPACES  
22 HANDICAPPED SPACES (ADA COMPLIANT VAN ACCESSIBLE SPACES)  
523 TOTAL SPACES

|                    | North Phase |      | Center Phase |      | South Phase |      | TOTAL     |      |
|--------------------|-------------|------|--------------|------|-------------|------|-----------|------|
|                    | Sq. Ft.     | %    | Sq. Ft.      | %    | Sq. Ft.     | %    | Sq. Ft.   | %    |
| Building Coverage  | 76,451      | 18%  | 97,366       | 11%  | 43,278      | 23%  | 217,095   | 15%  |
| Sidewalk & Parking | 91,358      | 22%  | 155,356      | 18%  | 50,727      | 26%  | 297,441   | 20%  |
| Green Space Total  | 253,402     | 60%  | 604,852      | 71%  | 97,842      | 51%  | 956,096   | 65%  |
| Unrestricted       | 230,083     | 55%  | 471,307      | 55%  | 91,401      | 48%  | 792,791   | 54%  |
| Wetlands           | 23,319      | 6%   | 133,545      | 16%  | 6,441       | 3%   | 163,305   | 11%  |
| Total Site         | 421,211     | 100% | 857,574      | 100% | 191,847     | 100% | 1,470,632 | 100% |
| Acres              | 9.670       |      | 19.687       |      | 4.404       |      | 33.761    |      |
| Open Space(1)      | 344,760     | 82%  | 760,208      | 89%  | 148,569     | 77%  | 1,253,537 | 85%  |
| Acres              | 7.915       |      | 17.452       |      | 3.411       |      | 28.777    |      |
| Floor Area         |             |      |              |      |             |      |           |      |
| Floor Area Ratio   |             |      |              |      |             |      |           |      |

(1) Sidewalk, Parking, and Green Space

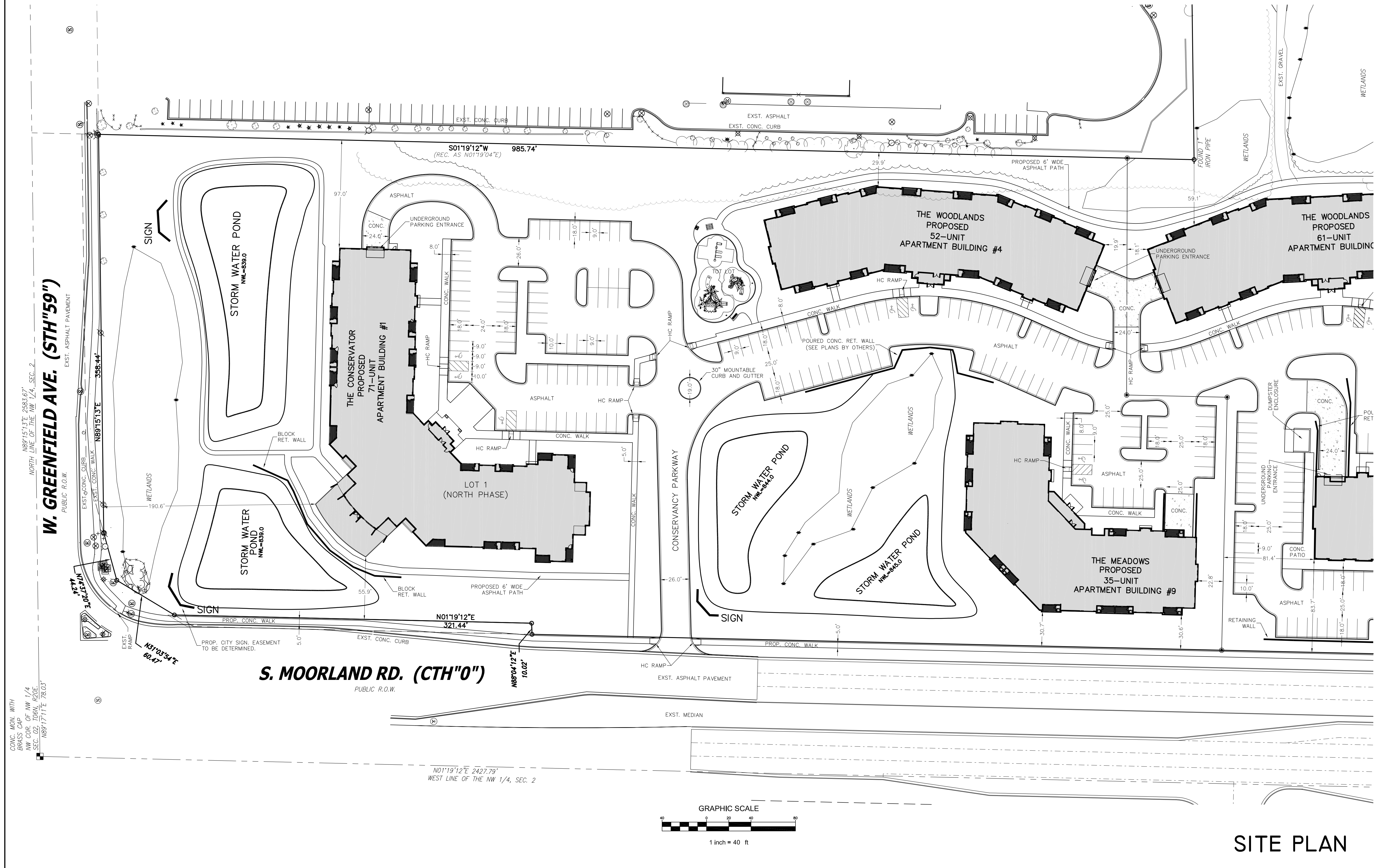


**THE CONSERVANCY**  
S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

CJE NO.: 2434R6  
AUGUST 23, 2024  
REV: 01/08/25  
REV: 04/17/25

**SITE PLAN C1.0**

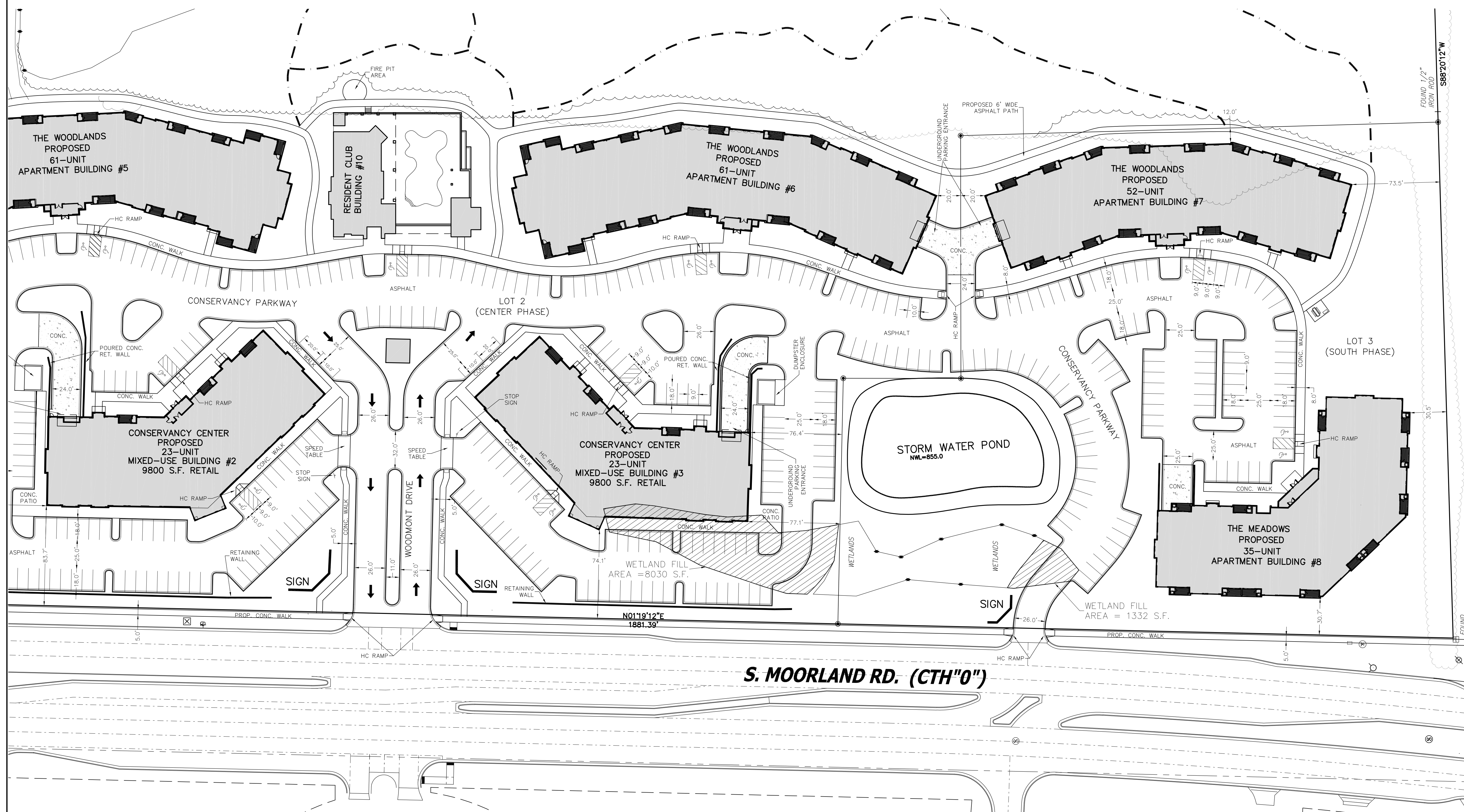




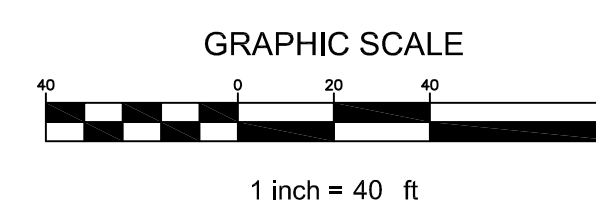
**THE CONSERVANCY**  
S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN

CJE NO.: 2434R6  
AUGUST 23, 2024  
REV: 01/08/25  
REV: 04/17/25





**THE CONSERVANCY**  
S MOORLAND RD. AND W GREENFIELD AVE. NEW BERLIN, WISCONSIN



SITE PLAN **C1.2**

CJE NO.: 2434R6  
AUGUST 23, 2024  
REV: 01/08/25  
REV: 04/17/25

## **APPENDIX B**

The City's Comprehensive Plan Chapter 11 Neighborhood "A" Greenfield Avenue & Chapter 10 Land Use Plan..

**Visit the City's website at [www.newberlinwi.gov](http://www.newberlinwi.gov) for the most up to date plan.**



**APPENDIX C**

**Multiple-Family Concepts**

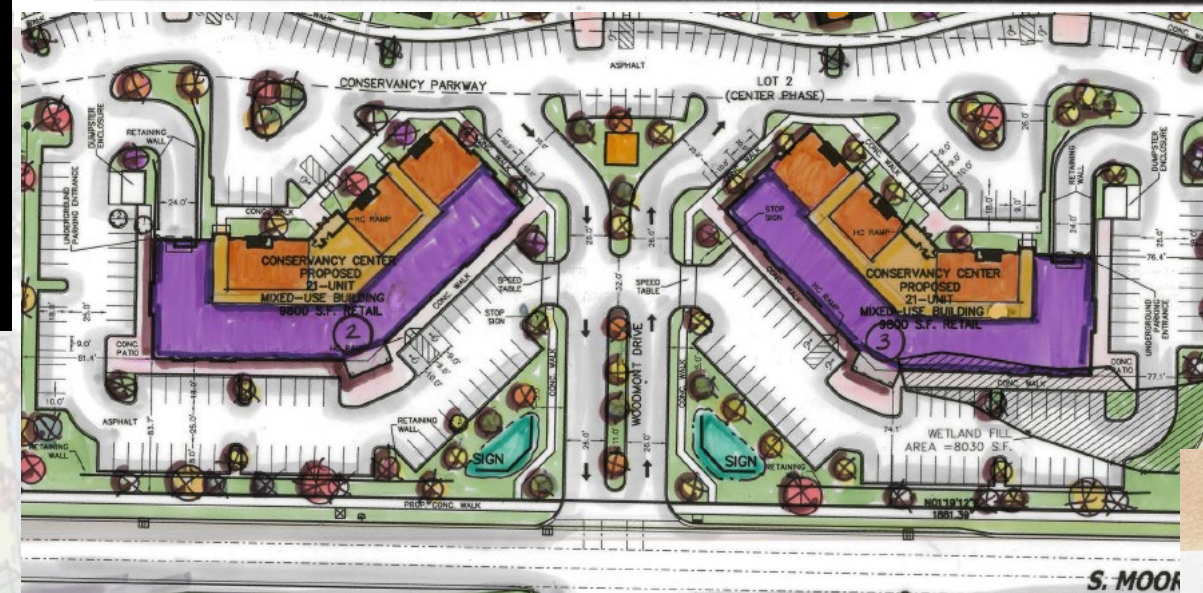
**“CONCEPTUAL ONLY”**



# THE CONSERVANCY

## CONSERVANCY CENTER

- Retail/Office
  - 19,600 Sq Ft
  - 98 Surface
  - Parking Ratio 1.00 : 200 Sq Ft
- 46 Residences
  - 20 one-bedroom
  - 26 two-bedroom
- 145 parking stalls
  - 68 garage spaces
  - 77 surface
  - Ratio 3.15 : 1



All Architectural Images For Character and Subject to Change

Retail – Ground Level

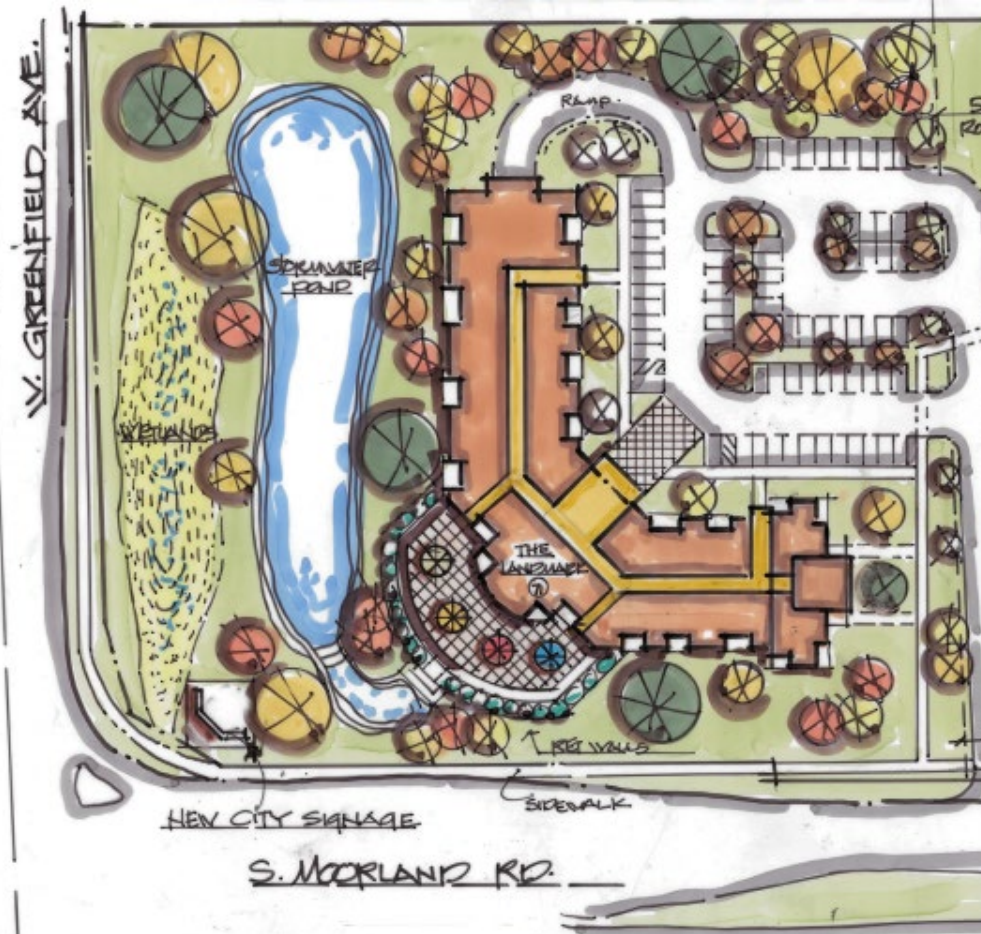
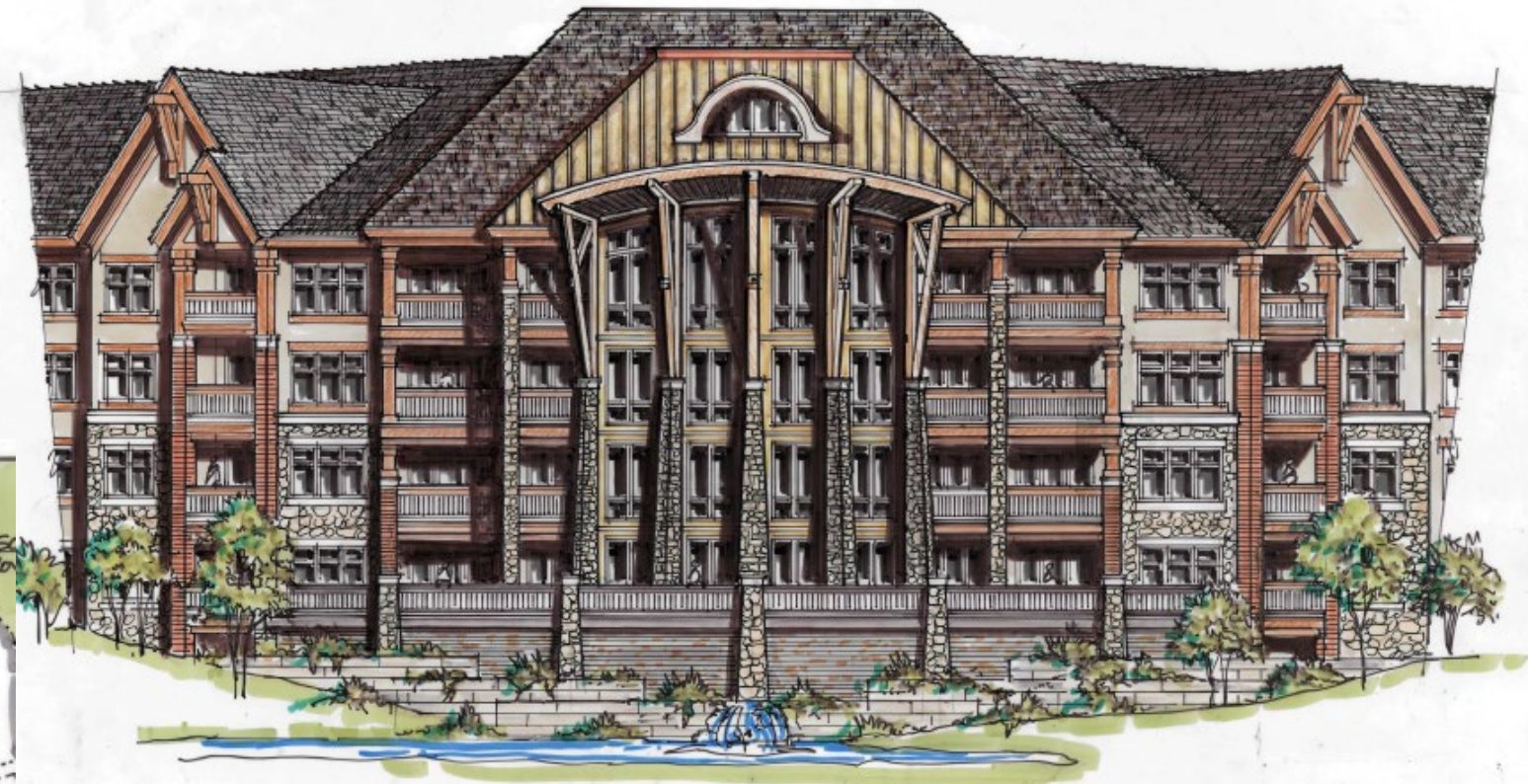




# THE CONSERVANCY

## THE CONSERVATOR

- 71 Residences
  - 28 one-bedroom
  - 43 two-bedroom
- 144 parking stalls
  - 71 garage spaces
  - 73 surface
  - Ratio 2.03 : 1





# THE CONSERVANCY

## WOODLANDS RESIDENCES

- 226 Residences
  - 114 one-bedroom
  - 112 two-bedroom
- 431 parking stalls
  - 230 underground
  - 201 surface
- Ratio 1.91 : 1



All Architectural Images For Character and Subject to Change





RESIDENT CLUB

THE  
CONSERVANCY



Resident Club Features:

- ☐ Club Room
- ☐ Health Club
- ☐ Outdoor Pool
- ☐ Sundeck
- ☐ Pet Spa
- ☐ Work Space
- ☐ Administrative

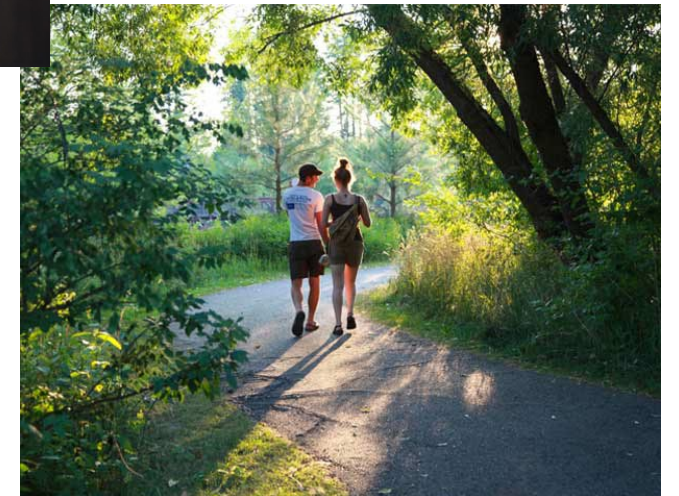
- Resident Facilities
  - 7,420 Sq ft.
- Administrative Facilities
  - 2,080 Sq ft.
  - 22 Parking Stalls

Additional surface parking shall be supplemented by shared Retail/Office parking from 5 pm to 8 am.



# CAMPUS AMENITIES

## THE CONSERVANCY



- Hardwood Forest Reserve
- Conservancy Walk
- Neighborhood open greens, Ponds and wetlands preservation
- Resident Club with Pool and Fitness Center
- New Berlin Recreation Trail
- Pet Run
- Walkable sidewalk on site





# T H E CONSERVANCY







Site Entrance





Residence Club Building 16





Residence Club Building 16





Residence Club Pool





The Woodlands Building 4





Conservancy Center Building 2





The Woodlands Building 5





The Conservator Building 1



**APPENDIX D**

**Welcome to New Berlin Concepts**

**“CONCEPTUAL ONLY”**



## EXHIBIT B

### Representative Signs





**APPENDIX D**

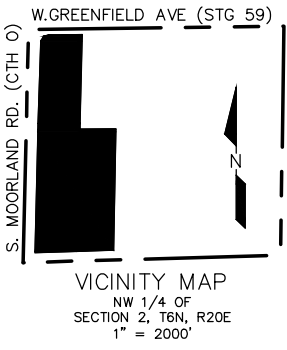
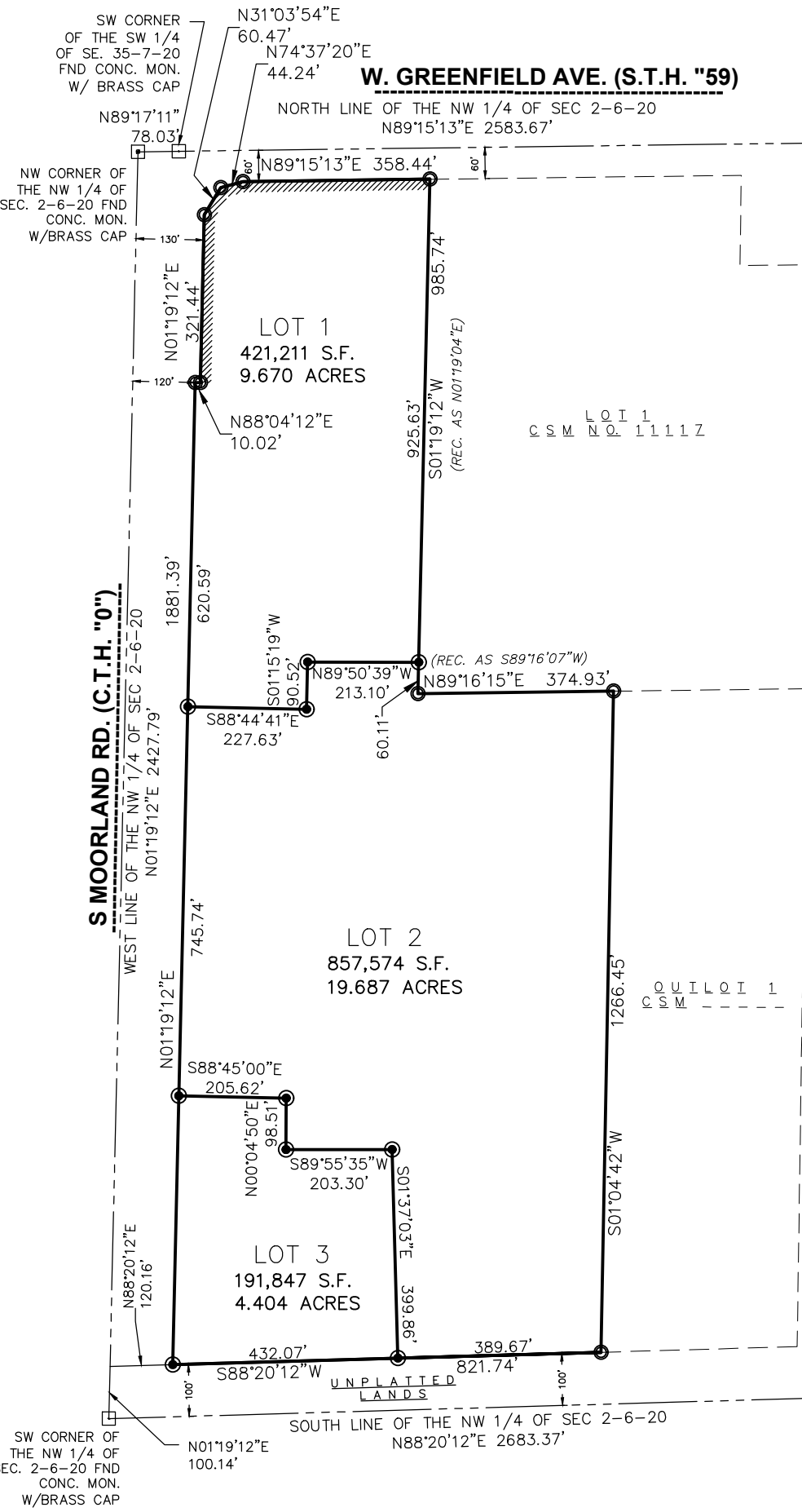
**DRAFT CSM**

**“CONCEPTUAL ONLY”**

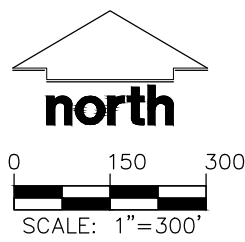


CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.



- NOTES**
- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAR FOOT, SET.
  - INDICATES 1 INCH DIA. IRON PIPE, FOUND
- ALL BEARINGS SHOWN ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 02-06-20 AS N 01°19'12" E, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH-ZONE (NAD83/2011).
- SEE SHEET 2, 3 AND 4 FOR ACCESS RESTRICTION, EXISTING EASEMENTS AND WETLANDS



SURVEYOR:  
CHRISTOPHER A. JACKSON, PLS  
CJ ENGINEERING, LLC  
9205 W. CENTER ST., STE 214  
MILWAUKEE, WI 53213  
(414) 443-1312

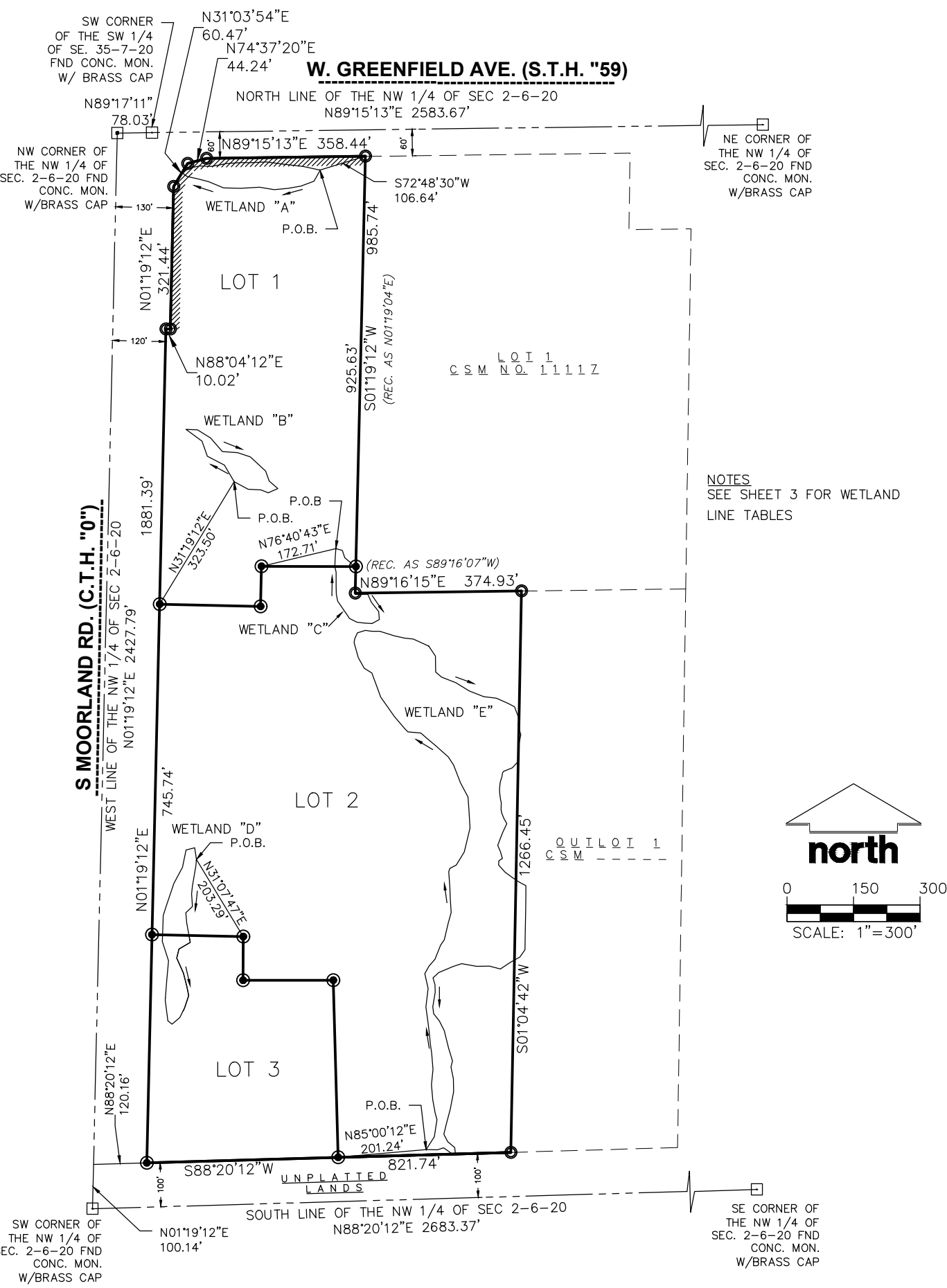
OWNER:  
THE CONSERVANCY, LLC  
5300 S. 108TH ST.  
HALES CORNERS, WI 53130



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

WETLANDS





CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4  
AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE  
20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

WETLANDS (CONTINUED)

| WETLAND "A" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L1                     | S29°32'29"W | 28.190 |
| L2                     | S69°14'35"W | 31.640 |
| L3                     | S79°48'41"W | 28.810 |
| L4                     | S84°24'23"W | 31.560 |
| L5                     | N80°04'46"W | 34.070 |
| L6                     | S86°31'07"W | 42.870 |
| L7                     | N88°16'25"W | 38.380 |
| L8                     | N67°31'59"W | 36.080 |
| L9                     | N75°39'46"W | 27.980 |
| L10                    | N78°11'46"W | 21.720 |
| L11                    | N57°41'36"W | 9.260  |
| L12                    | N11°15'12"W | 4.060  |
| L13                    | N47°42'31"E | 9.250  |
| L14                    | N64°43'15"E | 12.040 |
| L15                    | N78°42'32"E | 18.380 |
| L16                    | S88°48'47"E | 27.980 |
| L17                    | N79°52'10"E | 34.480 |
| L18                    | N85°56'14"E | 30.990 |
| L19                    | S89°24'40"E | 24.070 |
| L20                    | N87°15'21"E | 34.450 |
| L21                    | S82°30'29"E | 34.360 |
| L22                    | S83°31'19"E | 51.160 |
| L23                    | S76°59'54"E | 37.290 |

| WETLAND "B" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L24                    | N30°15'58"W | 43.380 |
| L25                    | N63°00'52"W | 43.410 |
| L26                    | N19°38'07"W | 36.350 |
| L27                    | N53°29'10"W | 44.250 |
| L28                    | S88°30'14"E | 25.580 |
| L29                    | S57°33'15"E | 34.980 |
| L30                    | S41°23'04"E | 40.380 |
| L31                    | S85°19'45"E | 34.510 |
| L32                    | S71°38'53"E | 30.160 |
| L33                    | S47°34'54"E | 46.920 |
| L34                    | S19°02'52"E | 23.690 |
| L35                    | S49°11'33"E | 26.050 |
| L36                    | S65°48'22"W | 23.510 |
| L37                    | N68°03'30"W | 17.350 |
| L38                    | N86°16'33"W | 29.200 |
| L39                    | N61°54'11"W | 35.770 |

| WETLAND "C" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L40                    | S74°13'33"E | 15.170 |
| L41                    | S18°33'40"E | 17.340 |
| L42                    | S49°27'36"E | 17.620 |
| L43                    | S35°27'41"E | 19.580 |
| L44                    | S01°19'12"W | 52.520 |
| L45                    | N89°16'15"E | 27.080 |
| L46                    | S24°20'06"E | 22.950 |
| L47                    | S38°18'39"E | 26.620 |
| L48                    | S04°00'42"E | 18.150 |
| L49                    | S61°08'14"W | 18.500 |
| L50                    | N86°32'49"W | 18.000 |
| L51                    | N82°30'38"W | 16.340 |
| L52                    | N64°17'32"W | 19.100 |
| L53                    | N33°25'05"W | 10.150 |
| L54                    | N35°57'49"W | 37.160 |
| L55                    | N08°00'40"W | 15.680 |
| L56                    | N00°32'18"W | 17.350 |
| L57                    | N00°26'50"W | 32.950 |
| L58                    | N13°57'33"W | 12.680 |
| L59                    | N02°37'38"E | 22.220 |
| L60                    | N05°07'49"E | 18.650 |

| WETLAND "D" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L61                    | S05°59'40"W | 15.290 |
| L62                    | S09°39'06"W | 44.240 |
| L63                    | S06°12'34"W | 18.580 |
| L64                    | S03°22'47"E | 28.850 |
| L65                    | S47°20'45"W | 20.140 |
| L66                    | S04°18'48"E | 23.310 |
| L67                    | S10°19'22"E | 44.450 |
| L68                    | S59°10'45"W | 29.640 |
| L69                    | S12°40'22"W | 21.020 |
| L70                    | S24°01'08"E | 36.800 |
| L71                    | S14°10'48"E | 29.730 |
| L72                    | S12°13'50"E | 22.360 |
| L73                    | S18°22'08"W | 28.750 |
| L74                    | S26°19'28"W | 24.720 |
| L75                    | S49°50'11"W | 23.420 |
| L76                    | N51°01'45"W | 12.080 |
| L77                    | N07°14'41"W | 47.160 |
| L78                    | N04°21'57"E | 44.640 |
| L79                    | N05°05'36"E | 44.360 |
| L80                    | N17°42'12"W | 45.440 |
| L81                    | N02°09'56"E | 58.330 |
| L82                    | N16°35'33"E | 20.180 |
| L83                    | N18°42'24"E | 56.370 |
| L84                    | N28°00'51"E | 41.420 |
| L85                    | N11°44'07"E | 39.820 |
| L86                    | N75°51'42"E | 20.110 |
| L87                    | S08°47'56"E | 26.900 |

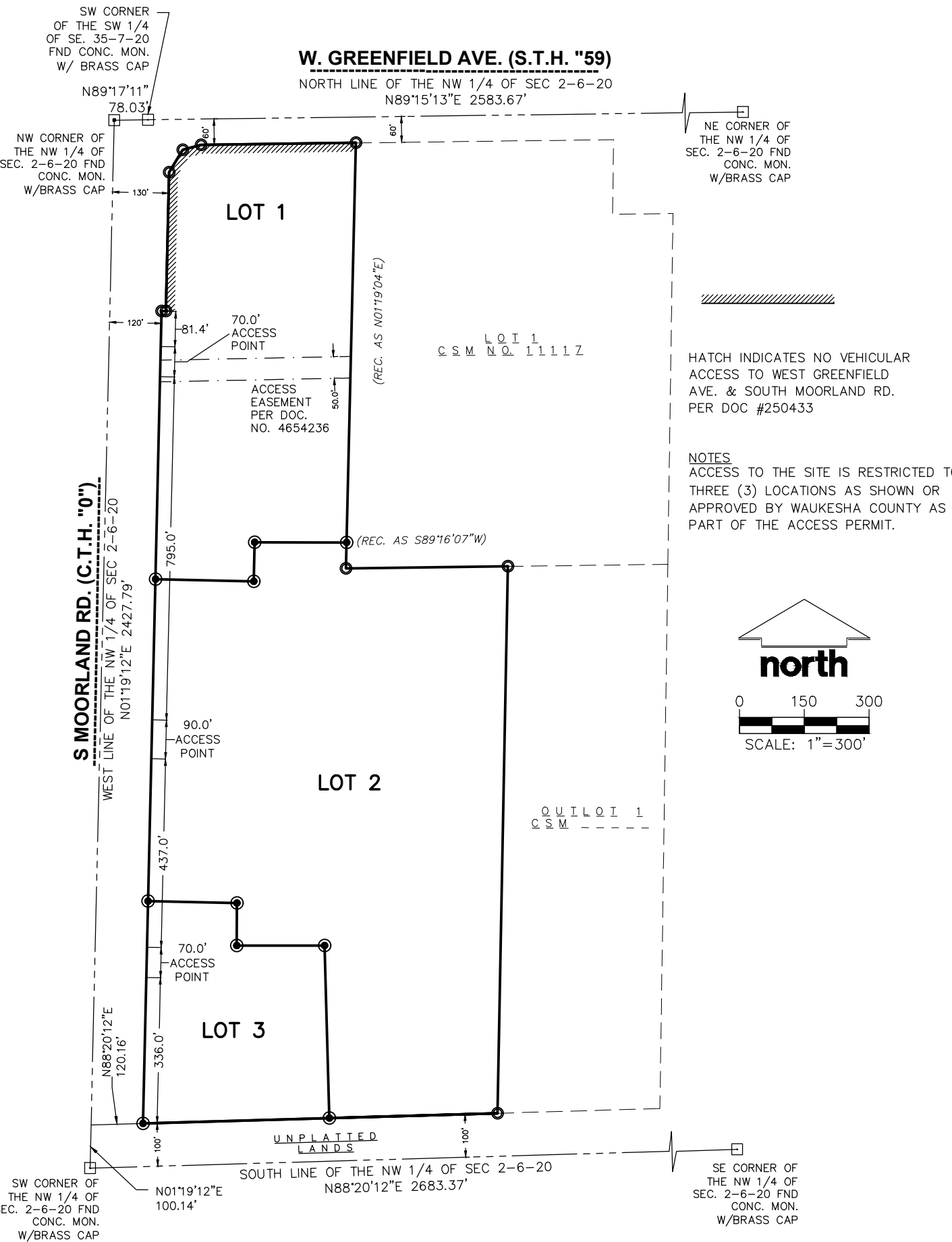
| WETLAND "E" LINE TABLE |             |        |      |             |        |
|------------------------|-------------|--------|------|-------------|--------|
| LINE                   | BEARING     | LENGTH | LINE | BEARING     | LENGTH |
| L88                    | N31°47'03"E | 34.400 | L151 | S19°54'01"E | 28.99  |
| L89                    | N09°13'48"E | 38.960 | L152 | S07°22'30"W | 14.36  |
| L90                    | N15°07'01"W | 15.100 | L153 | S15°52'33"E | 22.28  |
| L91                    | N10°31'35"W | 30.270 | L154 | S11°11'10"W | 31.28  |
| L92                    | N04°41'38"W | 34.910 | L155 | S01°53'21"E | 21.86  |
| L93                    | N05°14'17"E | 34.310 | L156 | S13°08'14"W | 9.79   |
| L94                    | N04°11'45"W | 36.860 | L157 | S42°39'22"W | 17.12  |
| L95                    | N08°36'18"W | 20.980 | L158 | S67°5'00"W  | 21.39  |
| L96                    | N05°43'06"W | 26.230 | L159 | S39°19'28"W | 3.91   |
| L97                    | N06°22'27"W | 20.870 | L160 | S07°24'58"W | 8.99   |
| L98                    | N07°52'20"W | 37.000 | L161 | S17°39'52"W | 13.39  |
| L99                    | N06°30'03"E | 41.900 | L162 | S06°00'59"W | 15.38  |
| L100                   | N12°11'39"W | 34.470 | L163 | S04°36'15"E | 9.50   |
| L101                   | N30°19'11"E | 19.350 | L164 | S05°57'08"E | 12.19  |
| L102                   | N41°03'09"E | 20.560 | L165 | S12°16'45"E | 9.95   |
| L103                   | N21°26'49"E | 33.840 | L166 | S02°44'39"W | 15.07  |
| L104                   | N34°02'07"E | 15.410 | L167 | S11°39'47"E | 7.87   |
| L105                   | N12°55'23"E | 38.750 | L168 | S22°12'23"E | 12.05  |
| L106                   | N16°19'23"E | 24.250 | L169 | S29°25'35"E | 14.68  |
| L107                   | N04°35'17"W | 30.680 | L170 | S25°39'29"W | 23.60  |
| L108                   | N02°02'40"W | 26.150 | L171 | S20°27'52"W | 29.73  |
| L109                   | N03°23'55"W | 35.560 | L172 | S23°57'46"E | 14.97  |
| L110                   | N18°22'30"E | 7.880  | L173 | S15°39'07"E | 15.98  |
| L111                   | N61°46'30"E | 16.310 | L174 | S53°34'08"W | 9.83   |
| L112                   | N31°14'06"E | 34.170 | L175 | S04°05'57"W | 9.17   |
| L113                   | N14°13'25"E | 30.120 | L176 | S41°24'20"E | 21.82  |
| L114                   | N12°46'32"E | 25.200 | L177 | S54°30'41"E | 21.25  |
| L115                   | N02°47'07"W | 42.490 | L178 | S55°33'33"E | 17.70  |
| L116                   | N05°01'44"W | 28.000 | L179 | S61°58'51"E | 17.53  |
| L117                   | N27°50'52"W | 36.060 | L180 | S00°51'11"W | 18.69  |
| L118                   | N21°28'56"W | 42.730 | L181 | S00°51'13"W | 39.15  |
| L119                   | N32°13'09"W | 21.840 | L182 | S00°51'13"W | 49.21  |
| L120                   | N48°12'19"W | 36.880 | L183 | S00°51'12"W | 37.09  |
| L121                   | N49°57'21"W | 29.180 | L184 | S35°50'42"W | 20.14  |
| L122                   | N48°40'44"W | 16.200 | L185 | S59°58'58"W | 24.79  |
| L123                   | N84°16'55"W | 29.270 | L186 | S56°34'33"W | 26.91  |
| L124                   | N44°42'38"W | 9.720  | L187 | N74°55'10"W | 25.11  |
| L125                   | N40°58'52"W | 36.370 | L188 | S89°24'39"W | 29.37  |
| L126                   | N34°43'43"W | 22.310 | L189 | N80°18'48"W | 34.22  |
| L127                   | N35°26'58"W | 31.320 | L190 | S71°10'47"W | 20.57  |
| L128                   | N20°08'31"W | 25.250 | L191 | S67°10'30"W | 34.96  |
| L129                   | N20°05'22"W | 32.860 | L192 | S47°27'45"W | 17.25  |
| L130                   | N58°09'42"W | 19.820 | L193 | S16°07'58"E | 16.33  |
| L131                   | N29°26'41"W | 27.390 | L194 | S00°46'54"E | 16.91  |
| L132                   | N16°12'02"W | 35.260 | L195 | S09°00'53"W | 33.18  |
| L133                   | N10°37'45"E | 8.950  | L196 | S06°49'31"E | 15.63  |
| L134                   | N23°45'27"E | 14.610 | L197 | S37°15'58"E | 20.99  |
| L135                   | N73°26'51"E | 18.750 | L198 | S27°02'39"E | 24.55  |
| L136                   | S83°20'41"E | 14.780 | L199 | S14°08'30"E | 39.63  |
| L137                   | S89°24'13"E | 18.000 | L200 | S16°42'20"E | 31.22  |
| L138                   | S73°04'36"E | 35.010 | L201 | S14°25'44"W | 13.51  |
| L139                   | S77°00'03"E | 23.440 | L202 | S10°45'31"E | 27.62  |
| L140                   | S84°19'50"E | 19.200 | L203 | S01°31'41"E | 29.15  |
| L141                   | S65°22'54"E | 38.680 | L204 | S11°09'47"W | 39.66  |
| L142                   | S33°29'17"E | 26.560 | L205 | S15°08'18"W | 37.23  |
| L143                   | S01°12'23"E | 35.990 | L206 | S12°41'40"W | 21.41  |
| L144                   | S49°37'35"E | 17.770 | L207 | S26°34'38"E | 18.34  |
| L145                   | S68°06'17"E | 34.550 | L208 | S49°55'12"E | 21.23  |
| L146                   | S58°15'10"E | 34.930 | L209 | S06°00'02"E | 13.96  |
| L147                   | S68°36'30"E | 35.730 | L210 | N85°40'45"W | 9.00   |
| L148                   | S83°09'41"E | 28.840 | L211 | N53°56'37"W | 21.58  |
| L149                   | S65°55'58"E | 29.370 | L212 | S72°04'50"W | 14.82  |
| L150                   | S62°29'28"E | 15.860 | L213 | N89°14'18"W | 25.28  |



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

EXISTING EASEMENTS AND ACCESS RESTRICTIONS



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

SURVEYOR’S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATEED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE N01°19’12”E, ALONG THE WEST LINE OF THE OF THE SAID NORTHWEST 1/4, 100.14 FEET; THENCE N88°20’12”E, 120.16 FEET TO THE EAST LINE OF S. MOORLAND AND THE POINT OF BEGINNING: THENCE N01°19’12”E, ALONG SAID EAST LINE, 1881.39 FEET; THENCE N88°04’12”E, ALONG SAID EAST LINE, 10.02 FEET; THENCE N01°19’12”E. ALONG SAID EAST LINE, 321.44 FEET; THENCE N31°03’54”E, 60.47 FEET; THENCE N74°37’20”E, 44.24 FEET TO THE SOUTH LINE OF W. GREENFIELD AVE.; THENCE N89°15’13”E, ALONG SAID SOUTH LINE, 358.44 FEET TO A POINT ON THE WEST LINE OF LOT 1, CSM 11117; THENCE S01°19’12”W, ALONG SAID WEST LINE, 985.74 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE N89°16’15”E, ALONG SAID SOUTH LINE, 374.93 FEET TO A POINT ON THE WEST LINE OF OUTLOT 1 CSM \_\_\_\_\_; THENCE S01°04’42”W, ALONG SAID WEST LINE, 1266.45 FEET TO A POINT 100 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE S88°20’12”W, ALONG A LINE WHICH IS PARALLEL TO AND 100 FEET NORTH OF SAID SOUTH LINE 821.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,470,632 SQUARE FEET OR 33.761 ACRES MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND COMBINATION AND MAP BY THE DIRECTION OF THE CONSERVANCY, LLC, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE CITY OF NEW BERLIN ORDINANCE IN SURVEYING, MAPPING AND DIVIDING THE SAME.

DATED THIS\_\_\_\_DAY OF\_\_\_\_\_, 20\_\_\_\_\_.

CHRISTOPHER A. JACKSON  
PROFESSIONAL LAND SURVEYOR, S–2851  
STATE OF WISCONSIN

CORPORATE OWNER’S CERTIFICATE

THE CONSERVANCY, LLC, A LIMITED LIABILITY CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LANDS DESCRIBED ON THIS CSM TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CSM.

IN WITNESS WHEREOF, THE CONSERVANCY, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WIMMER BROTHERS REALTY, INC. ITS MANAGER, BY JOHN J. WIMMER, EXECUTIVE VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

THE CONSERVANCY, LLC  
BY: WIMMER BROTHERS REALTY, INC., ITS MANAGER  
\_\_\_\_\_  
BY: JOHN J. WIMMER, EXECUTIVE VICE PRESIDENT

STATE OF ) SS  
COUNTY OF )

PERSONALLY CAME BEFORE ME THIS\_\_\_\_DAY OF\_\_\_\_\_, 20\_\_\_\_\_, THE ABOVE–NAMED JOHN J. WIMMER,EXECUTIVE VICE PRESIDENT OF WIMMER BROTHERS REALTY, INC., KNOWN BY ME TO BE THE MANAGER OF THE CONSERVANCY, LLC AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4  
AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE  
20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF NEW BERLIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
DAVID AMENT, CHAIRPERSON/MAYOR

\_\_\_\_\_  
NIKKI JONES, SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF NEW BERLIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
DAVID AMENT, PRESIDENT

\_\_\_\_\_  
RUBINA R. MEDINA, CITY CLERK

INSERT RECORDED CSM HERE



# STAFF REPORT

## EXECUTIVE SUMMARY

**APPLICANT/PROJECT:** Nicholas Wimmer on behalf of Wimmer Communities / 3-Lot Certified Survey Map

**LOCATION:** 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003)

**REQUEST:** Approval of a 3-Lot Certified Survey Map

|                         |                                     |                  |
|-------------------------|-------------------------------------|------------------|
| <b>REVIEW SCHEDULE:</b> | <b>CSM Received:</b>                | <b>1/9/2025</b>  |
|                         | <b>Completeness Determination:</b>  | <b>1/9/2025</b>  |
|                         | <b>90-day time limit expires:</b>   | <b>4/9/2025</b>  |
|                         | <b>Final Common Council Action:</b> | <b>6/10/2025</b> |
|                         | <b>60-day extension expires:</b>    | <b>6/8/2025</b>  |
|                         | <b>5-day extension expires:</b>     | <b>6/13/2025</b> |

**D.R.C. RECOMMENDATION:** Recommend to Common Council approval of a 3-Lot Certified Survey Map for the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003, subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
5. Approval of the Comprehensive Plan Amendment (see file #: CP-2500070) and Rezoning (see file #: RZ-2500071) is required prior to action on the Certified Survey Map.
6. Applicant shall dedicate the appropriate right-of-way to Waukesha County.
7. Address Waukesha County comments from Jason Mayer outlined in an email dated July 28, 2023.
  - a. Applicant shall coordinate with Waukesha County to show the proposed access locations on the CSM and to restrict access on the remaining frontage along CTY O (Moorland Road).
  - b. The County anticipates a signalized intersection at W. Ridge Road and typically requires a 150' x 100' vision easement along the centerline of CTY O and the new street. This area may need to be dedicated to the County. Continue to coordinate with Waukesha County on the signal design and provide documentation on what the County will require prior to the City signing the CSM.

**DETAILS IN ATTACHED STAFF REPORT:**

**CITY OF NEW BERLIN  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
PLAN COMMISSION STAFF REPORT**

Meetings of June 2, 2025

---

**Nicholas Wimmer on behalf of Wimmer Communities / 3-Lot Certified Survey Map  
1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003)**

---

**DATE STAFF REPORT REVISED:** May 8, 2025

**APPLICANT / OWNER(S):** Nicholas Wimmer on behalf of Wimmer Communities / The Conservancy LLC

**REQUEST / DESCRIPTION OF PROJECT:** Approval of a 3-Lot Certified Survey Map

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 1/9/25

**DATE OF COMPLETENESS DETERMINATION:** 1/9/25

**PRE-APPLICATION CONFERENCE HELD:** Yes

Date(s) of Meeting(s): Numerous meetings

Site Visit(s): numerous site visits over the past two years.

**CONCEPTUAL PLAN:** Yes

**SIZE OF DEVELOPMENT / PARCEL(S):** ~33.76 Acres

**CURRENT ZONING:**

Lot 1: B-1/PUD (Shopping Center District)

Lot 2: Rm-1/PUD & C-2 (Multi-Family Residential District)

Lot 3: I-1/PUD & C-2 (Institutional District)

**CURRENT LAND USE:** Vacant

**PROPOSED LOT SIZES:**

Lot 1: 9.670 Acres

Lot 2: 19.687 Acres

Lot 3: 4.404 Acres

**PROPOSED ZONING:** Applicant has filed an application for a Rezoning (see file # RZ-2500071).  
Rm-1/PUD & C-2/PUD

**PROPOSED LAND USE:** Applicant has filed an application for a Rezoning (see file # RZ-2500071).  
Multi-family Residential with retail commercial integrated within the apartment buildings.

**PROPOSED DENSITY:**

***Proposed Rm-1/PUD District:***

In the attached PUD ordinance, the applicant has identified the following density information: Net density 13.97 units / acre (413 units / 29.57 developable acres) OR gross density 12.23 units / acre (413 units / 33.761 acres).



**ADJACENT ZONING AND LAND USE:**

North: Zoning: Commercial

South: Zoning: I-1 & R-4

East: Zoning: B-1/I-1

West: Zoning: B-1/PUD/Rm-1/R-4

Land Use: City of Brookfield (Bank & Commercial)

Land Use: Railroad Easement and New Berlin Bike Trail Residential

Land Use: Walmart/Highland Memorial Park Cemetery

Land Use: Vacant Commercial/Deer Creek Apartments/Brookridge Condominiums & Moorland Highlands Subdivision

**Conformance with Comprehensive Plan and Municipal Code: Yes**

**Chapter 11: Neighborhood A: Greenfield Avenue:**

**Planning Context / Vision / Development Policies:**

***Vision:***

- *Greenfield Avenue will be a mixed commercial and residential corridor, and shall act as a gateway to the northern area of New Berlin. The eastern half of the corridor should foster a more urban mix of uses, while the western half should encourage a mix of rural commercial, residential, and environmental features.*

***Development Policies:***

- *Create development standards for site layout, building character, and landscaping that are suitable for new development along the corridor.*
- *Tighten non-conforming lot, structure, and use standards, and require compliance with landscaping regulations. Phase out non-conforming commercial uses over time.*
- *Recognize the Greenfield Avenue and Moorland Road primary intersection as a major gateway into the city from the north. Encourage signature well-designed buildings that are compatible with surrounding areas including recent development across the street in the City of Brookfield.*
- *Site development should include prominent signage, increased landscaping, sustainable strategies for stormwater management, and methods to minimize the parking field, such as structured parking.*
- *Address flooding and localized drainage issues along the eastern portion of the neighborhood.*
- *Encourage land combinations that accommodate future development options.*

***Land Use:***

- *Future Land Use Map: Mixed Residential (Proposed with application File #: CP-2500070)*

**ZONING CODE (Chapter 275):** Yes, with the attached proposed PUD Ordinance, this request would meet the requirements of Sections 275-33B(10), 275-34B(1) & 275-37B(4) of the Zoning Code.

**DEVELOPMENT CODE (CHAPTER 235):** Yes

**REZONING REQUIRED:** Yes, see file # RZ-2500071.

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** No

**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** A conceptual Use Approval Application File #: UA-2402003 was reviewed at the October 7, 2024 Plan Commission meeting. Separate Use, Site and Architecture applications will be required for each use and proposed development.

**Site Plan Required:** Yes, a concept is attached and will be included in the PUD.

**Architectural Review Required:** Yes, concepts are attached and will be included in the PUD.

**PROPOSED ARCHITECTURE:** N/A

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** Yes, Isolated Natural Resource Area located along eastern property line.

**Wetland On Property:** Yes, Wetlands have been registered on the City's Zoning Map.

**Conservancy Districts (C-1, C-2):** Yes, C-2

**NRCS Map Classification:** Not Inventoried

**Floodplain:** No

**Topography / Geologic:** Site is overall flat, however the current owner has filled and added berms over the years. This is why the contours appear to look like berms on the topography map.

**BIKE & PEDESTRIAN FACILITIES PLAN:** As part of the PUD Ordinance and Development Agreement for this project, the applicant is proposing to install and maintain a sidepath along the length of their development on Moorland Road to Greenfield Avenue. This was an important issue that residents brought up during the conceptual reviews of the project at the Neighborhood Meetings.

**PARK & OPEN SPACE PLAN:** No improvements identified.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** Shown on the conceptual plans and will be required to be shown on the future Use, Site and Architectural application submittals.

**Wildlife Habitat Protection:** Yes

**Wildlife Management Plan:** Yes

**ENVIRONMENTAL IMPACT:** Yes, a tree inventory has been submitted and staff will continue to work with the applicant on any replacements at the time of Use, Site and Architecture applications.

**STORMWATER MANAGEMENT / DRAINAGE PLAN:** Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development. A full report has been submitted.

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** Yes

**Basin Capacity Available:** Yes

**Adequate Linkage:** Yes

**Onsite System Required:** No

**WATER USAGE CALC.:** Will be reviewed at the future Use, Site and Architectural application submittals. The Utility Department has reviewed the project conceptually and there is adequate supply for this project.

**TRAFFIC IMPACT:** A Traffic Impact Study dated August 26, 2023 has been submitted to the City of New Berlin and Waukesha County.



**SCHOOL DISTRICT IMPACT:** Yes

Notice Sent to Affected School District(s): Yes, an email was sent to the school district on 2/11/2025 notifying them of the project. It was noted in the email that this project will replace the previously approved Mandel Development project.

**PREVIOUS ACTION:**

*Past Action on projects that did not move forward:*

- 3/3/2008 ProHealth submitted a plan for a large medical building on this site. This project never moved forward.
- 6/29/2017 Continental Properties submitted a concept plan for a mixed use development. It was reviewed by the Plan Commission and a Neighborhood Meeting was held.

*Recent Action:*

- 4/10/2023 Neighborhood Meeting regarding concept plan (File UA-2300419).
- 4/13/2023 Plan Commission review of concept plan.
- 4/25/2023 Common Council reviewed an RAS for the potential sale of City property located at 1640 S. Moorland Road / Tax Key # 1158-989 (along Moorland Road across from Robin Trial).
- 7/10/2023 Plan Commission held a public hearing (File CP-2300808 & RZ-2300810).
- 8/14/2023 Plan Commission approved File RZ-2300810 for PUD Ordinance #: 2679 & File CP-2300808 for Ordinance 2678 adoption of Resolution 23-14).
- 8/29/2023 Common Council approved File RZ-2300810 for PUD Ordinance #: 2679 & File CP-2300808 for Ordinance 2678 adoption of Resolution 23-14).
- 1/8/2024 Plan Commission held a public hearing, reviewed and approved an amendment to the File RZ-2300810 as PUD Ordinance #: 2688.
- 1/9/2024 Common Council approved an amendment to the File RZ-2300810 as PUD Ordinance #: 2688.
- 1/8/2024 Plan Commission approved a multi-family apartment development via File #: UA-2301691. However, the applicant withdrew this application.
- 4/7/2025 Plan Commission tabled this request.

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

**FINDINGS:**

1. The applicant has submitted an application for a Comprehensive Plan Amendment (see file #: CP-2500070) and Rezoning/PPUD request. (see file #: RZ-2500071).
2. The applicant is requesting a PUD. A copy of the draft PUD is attached to the rezoning staff report.
3. Applicant shall coordinate with City staff to execute and record a Conservation Easement at the time of Use, Site and Architecture application.

**D.R.C. RECOMMENDATION:**

Recommend to Common Council approval of a 3-Lot Certified Survey Map for the properties located at 1640 S. Moorland Road (Tax Key #'s: 1158.989.001, 1158.989.002 & 1158.989.003, subject to the application, plans on file and the following conditions: **See Executive Summary.**

**ATTACHMENTS:**

Location Map  
Applicant Letter  
CSM



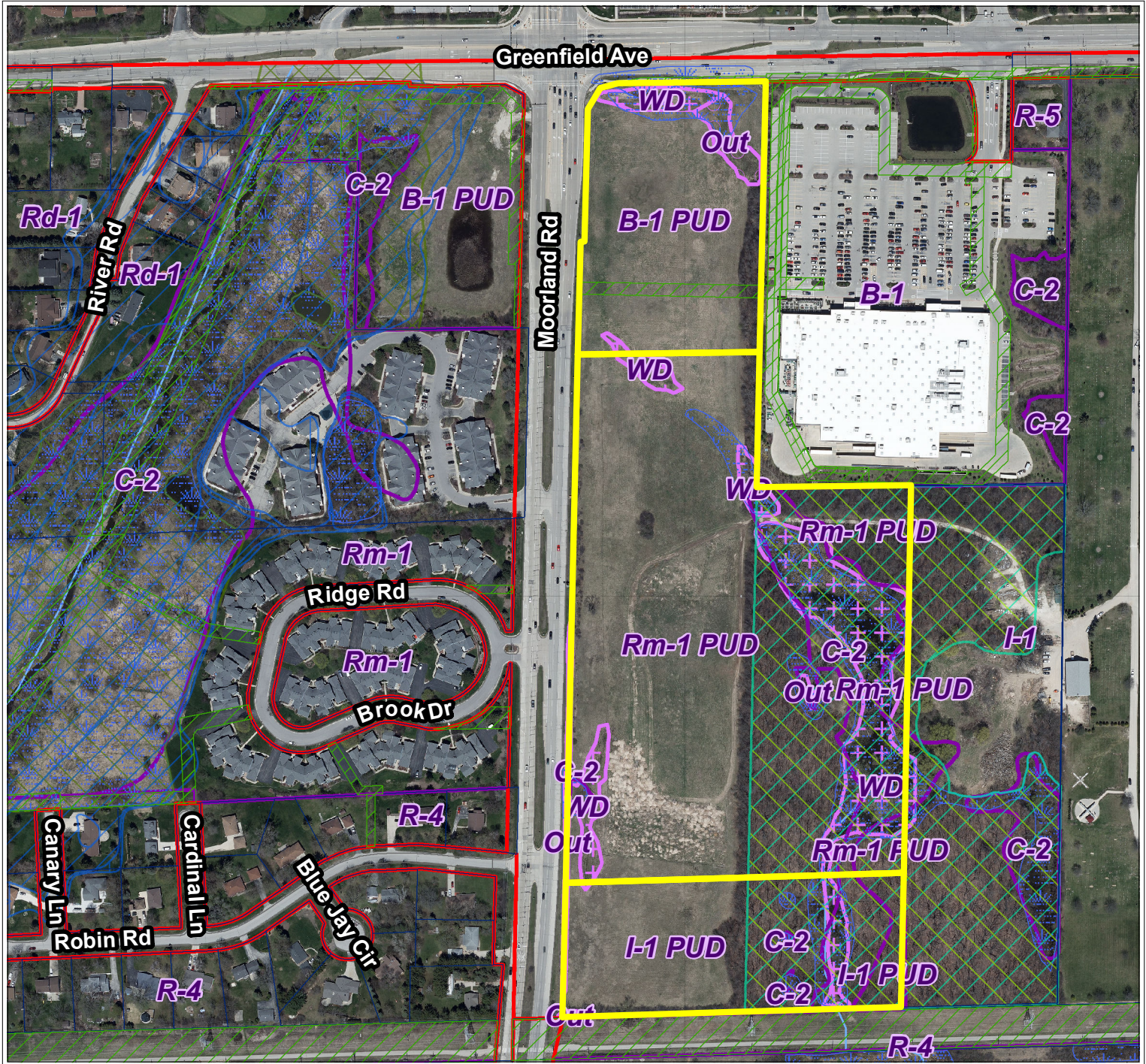
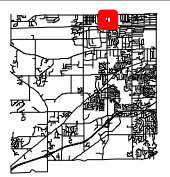


CP-2500070, RZ-2500071 & LD-2500072

The Conservancy Development

1640 S. Moorland Road

Tax Keys #'s: 1158.989.001, 1158.989.002 & 1158.989.003



City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org

#### Legend

|                                 |                                  |
|---------------------------------|----------------------------------|
| Parcels                         | Environmental Corridor           |
| Road Right-of-Way               | Corridor Type                    |
| Floodplain DFIRM (FEMA 2014)    | Isolated Natural Resource Area   |
| FEMA DFIRM - Zone A             | Primary Environmental Corridor   |
| FEMA DFIRM - Zone AE            | Secondary Environmental Corridor |
| FEMA DFIRM - 0.2% Annual Chance | Wetland                          |
| Zoning Boundaries               |                                  |
| Zoning Wetland Registration     |                                  |
| Wetland Registration Type       |                                  |
| Registered Wetland              |                                  |
| Outside Wetland                 |                                  |



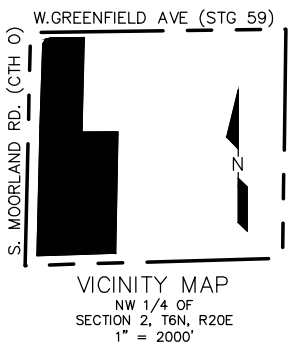
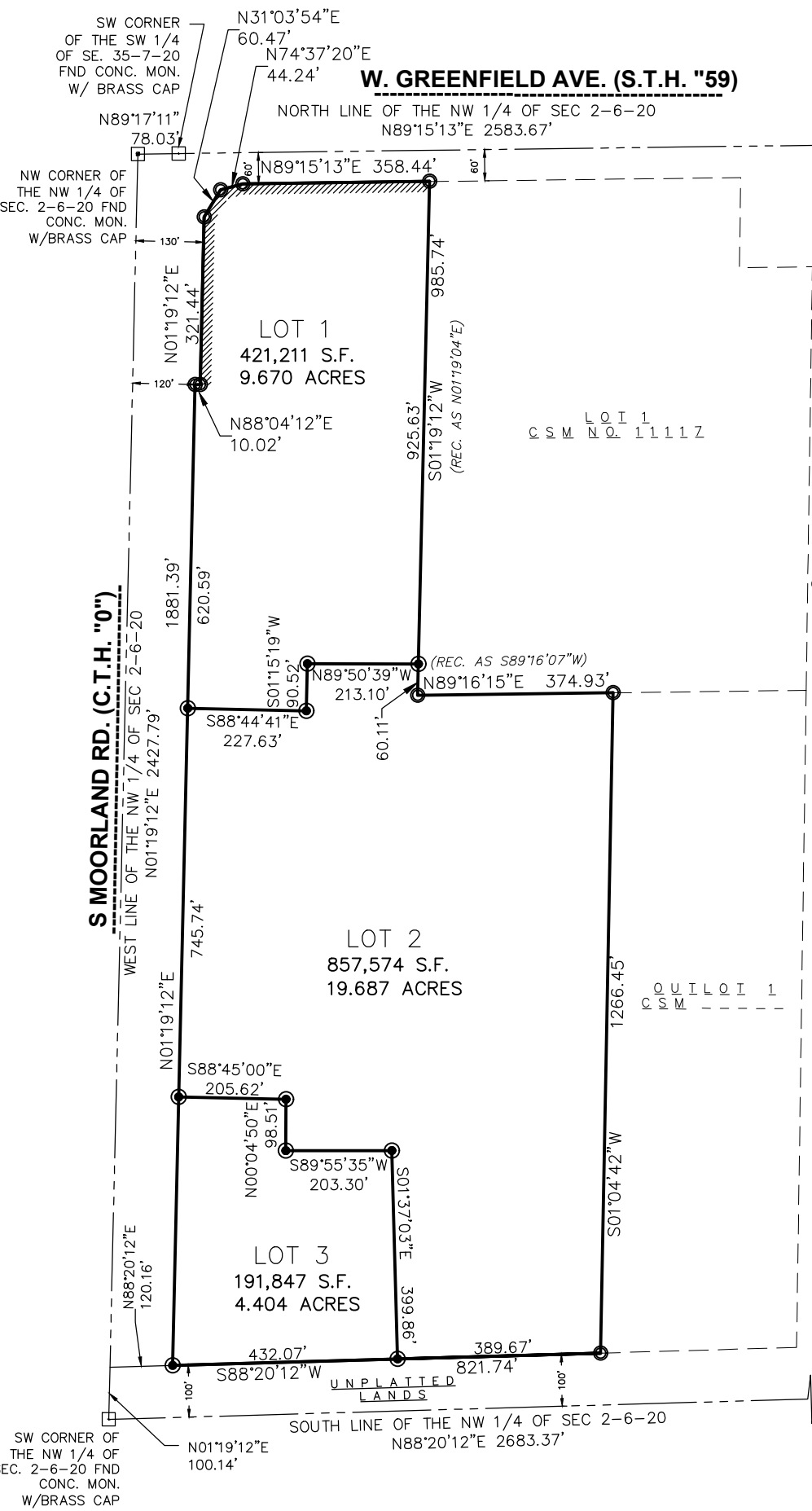
0 130 260 Feet

The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.

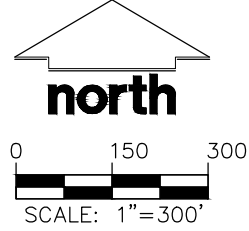


CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.



- NOTES**
- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAR FOOT, SET.
  - INDICATES 1 INCH DIA. IRON PIPE, FOUND
- ALL BEARINGS SHOWN ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 02-06-20 AS N 01°19'12" E, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH-ZONE (NAD83/2011).
- SEE SHEET 2, 3 AND 4 FOR ACCESS RESTRICTION, EXISTING EASEMENTS AND WETLANDS



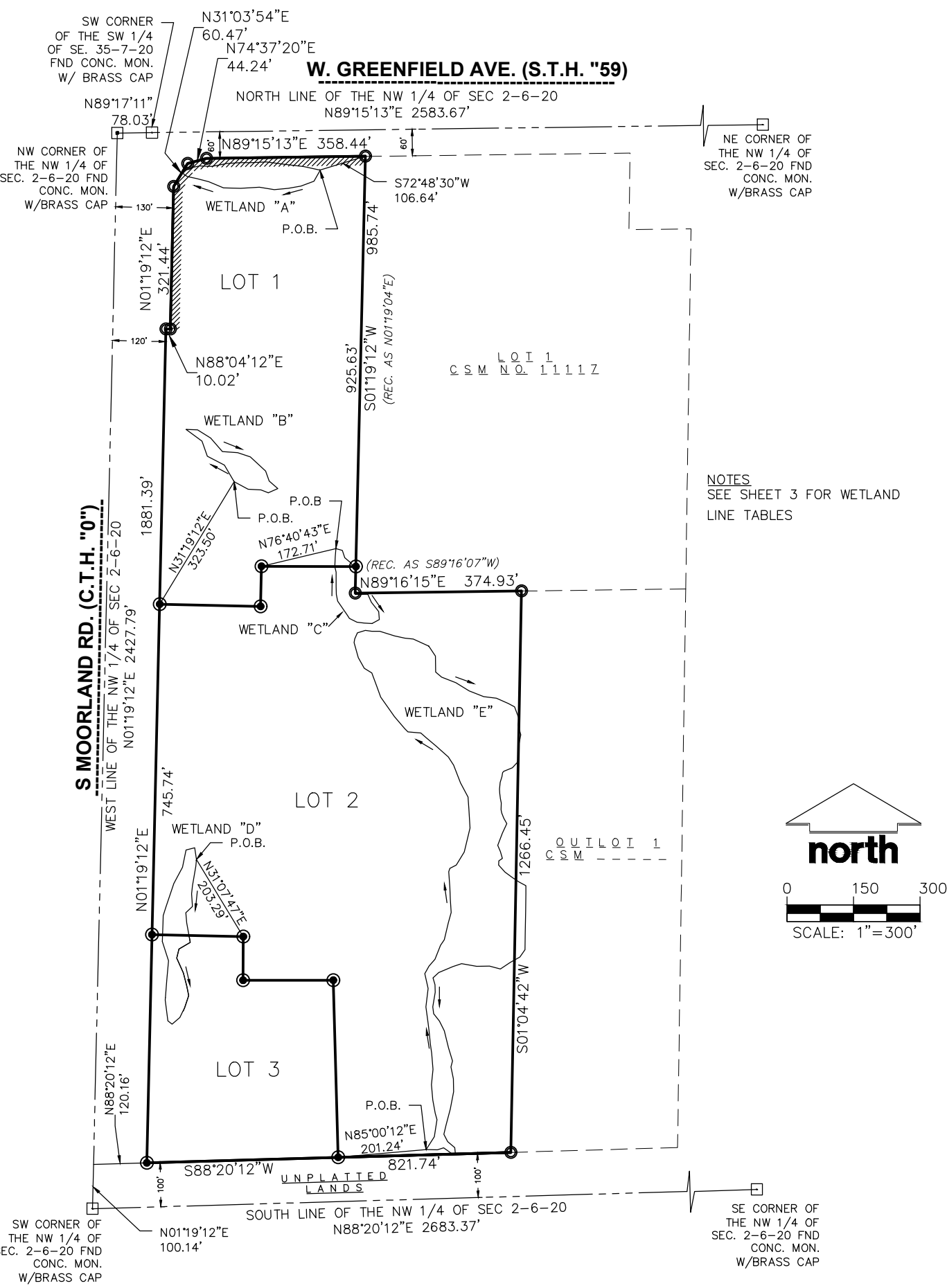
SURVEYOR:  
CHRISTOPHER A. JACKSON, PLS  
CJ ENGINEERING, LLC  
9205 W. CENTER ST., STE 214  
MILWAUKEE, WI 53213  
(414) 443-1312

OWNER:  
THE CONSERVANCY, LLC  
5300 S. 108TH ST.  
HALES CORNERS, WI 53130

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

WETLANDS





CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

WETLANDS (CONTINUED)

| WETLAND "A" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L1                     | S29°32'29"W | 28.190 |
| L2                     | S69°14'35"W | 31.640 |
| L3                     | S79°48'41"W | 28.810 |
| L4                     | S84°24'23"W | 31.560 |
| L5                     | N80°04'46"W | 34.070 |
| L6                     | S86°31'07"W | 42.870 |
| L7                     | N88°16'25"W | 38.380 |
| L8                     | N67°31'59"W | 36.080 |
| L9                     | N75°39'46"W | 27.980 |
| L10                    | N78°11'46"W | 21.720 |
| L11                    | N57°41'36"W | 9.260  |
| L12                    | N11°15'12"W | 4.060  |
| L13                    | N47°42'31"E | 9.250  |
| L14                    | N64°43'15"E | 12.040 |
| L15                    | N78°42'32"E | 18.380 |
| L16                    | S88°48'47"E | 27.980 |
| L17                    | N79°52'10"E | 34.480 |
| L18                    | N85°56'14"E | 30.990 |
| L19                    | S89°24'40"E | 24.070 |
| L20                    | N87°15'21"E | 34.450 |
| L21                    | S82°30'29"E | 34.360 |
| L22                    | S83°31'19"E | 51.160 |
| L23                    | S76°59'54"E | 37.290 |

| WETLAND "B" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L24                    | N30°15'58"W | 43.380 |
| L25                    | N63°00'52"W | 43.410 |
| L26                    | N19°38'07"W | 36.350 |
| L27                    | N53°29'10"W | 44.250 |
| L28                    | S88°30'14"E | 25.580 |
| L29                    | S57°33'15"E | 34.980 |
| L30                    | S41°23'04"E | 40.380 |
| L31                    | S85°19'45"E | 34.510 |
| L32                    | S71°38'53"E | 30.160 |
| L33                    | S47°34'54"E | 46.920 |
| L34                    | S19°02'52"E | 23.690 |
| L35                    | S49°11'33"E | 26.050 |
| L36                    | S65°48'22"W | 23.510 |
| L37                    | N68°03'30"W | 17.350 |
| L38                    | N86°16'33"W | 29.200 |
| L39                    | N61°54'11"W | 35.770 |

| WETLAND "C" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L40                    | S74°13'33"E | 15.170 |
| L41                    | S18°33'40"E | 17.340 |
| L42                    | S49°27'36"E | 17.620 |
| L43                    | S35°27'41"E | 19.580 |
| L44                    | S01°19'12"W | 52.520 |
| L45                    | N89°16'15"E | 27.080 |
| L46                    | S24°20'06"E | 22.950 |
| L47                    | S38°18'39"E | 26.620 |
| L48                    | S04°00'42"E | 18.150 |
| L49                    | S61°08'14"W | 18.500 |
| L50                    | N86°32'49"W | 18.000 |
| L51                    | N82°30'38"W | 16.340 |
| L52                    | N64°17'32"W | 19.100 |
| L53                    | N33°25'05"W | 10.150 |
| L54                    | N35°57'49"W | 37.160 |
| L55                    | N08°00'40"W | 15.680 |
| L56                    | N00°32'18"W | 17.350 |
| L57                    | N00°26'50"W | 32.950 |
| L58                    | N13°57'33"W | 12.680 |
| L59                    | N02°37'38"E | 22.220 |
| L60                    | N05°07'49"E | 18.650 |

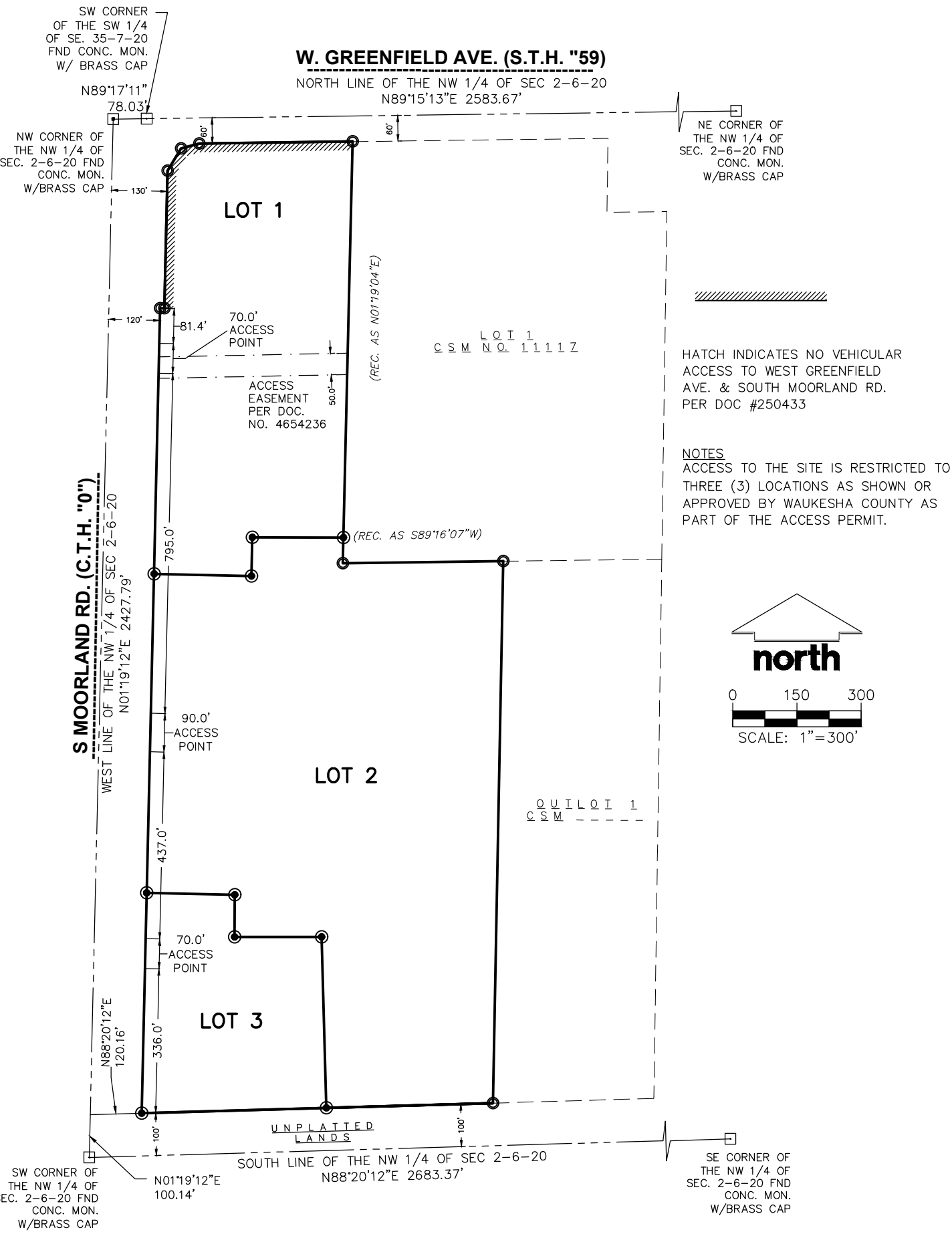
| WETLAND "D" LINE TABLE |             |        |
|------------------------|-------------|--------|
| LINE                   | BEARING     | LENGTH |
| L61                    | S05°59'40"W | 15.290 |
| L62                    | S09°39'06"W | 44.240 |
| L63                    | S06°12'34"W | 18.580 |
| L64                    | S03°22'47"E | 28.850 |
| L65                    | S47°20'45"W | 20.140 |
| L66                    | S04°18'48"E | 23.310 |
| L67                    | S10°19'22"E | 44.450 |
| L68                    | S59°10'45"W | 29.640 |
| L69                    | S12°40'22"W | 21.020 |
| L70                    | S24°01'08"E | 36.800 |
| L71                    | S14°10'48"E | 29.730 |
| L72                    | S12°13'50"E | 22.360 |
| L73                    | S18°22'08"W | 28.750 |
| L74                    | S26°19'28"W | 24.720 |
| L75                    | S49°50'11"W | 23.420 |
| L76                    | N51°01'45"W | 12.080 |
| L77                    | N07°14'41"W | 47.160 |
| L78                    | N04°21'57"E | 44.640 |
| L79                    | N05°05'36"E | 44.360 |
| L80                    | N17°42'12"W | 45.440 |
| L81                    | N02°09'56"E | 58.330 |
| L82                    | N16°35'33"E | 20.180 |
| L83                    | N18°42'24"E | 56.370 |
| L84                    | N28°00'51"E | 41.420 |
| L85                    | N11°44'07"E | 39.820 |
| L86                    | N75°51'42"E | 20.110 |
| L87                    | S08°47'56"E | 26.900 |

| WETLAND "E" LINE TABLE |             |        |      |             |        |
|------------------------|-------------|--------|------|-------------|--------|
| LINE                   | BEARING     | LENGTH | LINE | BEARING     | LENGTH |
| L88                    | N31°47'03"E | 34.400 | L151 | S19°54'01"E | 28.99  |
| L89                    | N09°13'48"E | 38.960 | L152 | S07°22'30"W | 14.36  |
| L90                    | N15°07'01"W | 15.100 | L153 | S15°52'33"E | 22.28  |
| L91                    | N10°31'35"W | 30.270 | L154 | S11°11'10"W | 31.28  |
| L92                    | N04°41'38"W | 34.910 | L155 | S01°53'21"E | 21.86  |
| L93                    | N05°14'17"E | 34.310 | L156 | S13°08'14"W | 9.79   |
| L94                    | N04°11'45"W | 36.860 | L157 | S42°39'22"W | 17.12  |
| L95                    | N08°36'18"W | 20.980 | L158 | S67°5'00"W  | 21.39  |
| L96                    | N05°43'06"W | 26.230 | L159 | S39°19'28"W | 3.91   |
| L97                    | N06°22'27"W | 20.870 | L160 | S07°24'58"W | 8.99   |
| L98                    | N07°52'20"W | 37.000 | L161 | S17°39'52"W | 13.39  |
| L99                    | N06°30'03"E | 41.900 | L162 | S06°00'59"W | 15.38  |
| L100                   | N12°11'39"W | 34.470 | L163 | S04°36'15"E | 9.50   |
| L101                   | N30°19'11"E | 19.350 | L164 | S05°57'08"E | 12.19  |
| L102                   | N41°03'09"E | 20.560 | L165 | S12°16'45"E | 9.95   |
| L103                   | N21°26'49"E | 33.840 | L166 | S02°44'39"W | 15.07  |
| L104                   | N34°02'07"E | 15.410 | L167 | S11°39'47"E | 7.87   |
| L105                   | N12°55'23"E | 38.750 | L168 | S22°12'23"E | 12.05  |
| L106                   | N16°19'23"E | 24.250 | L169 | S29°25'35"E | 14.68  |
| L107                   | N04°35'17"W | 30.680 | L170 | S25°39'29"W | 23.60  |
| L108                   | N02°02'40"W | 26.150 | L171 | S20°27'52"W | 29.73  |
| L109                   | N03°23'55"W | 35.560 | L172 | S23°57'46"E | 14.97  |
| L110                   | N18°22'30"E | 7.880  | L173 | S15°39'07"E | 15.98  |
| L111                   | N61°46'30"E | 16.310 | L174 | S53°34'08"W | 9.83   |
| L112                   | N31°14'06"E | 34.170 | L175 | S04°05'57"W | 9.17   |
| L113                   | N14°13'25"E | 30.120 | L176 | S41°24'20"E | 21.82  |
| L114                   | N12°46'32"E | 25.200 | L177 | S54°30'41"E | 21.25  |
| L115                   | N02°47'07"W | 42.490 | L178 | S55°33'33"E | 17.70  |
| L116                   | N05°01'44"W | 28.000 | L179 | S61°58'51"E | 17.53  |
| L117                   | N27°50'52"W | 36.060 | L180 | S00°51'11"W | 18.69  |
| L118                   | N21°28'56"W | 42.730 | L181 | S00°51'13"W | 39.15  |
| L119                   | N32°13'09"W | 21.840 | L182 | S00°51'13"W | 49.21  |
| L120                   | N48°12'19"W | 36.880 | L183 | S00°51'12"W | 37.09  |
| L121                   | N49°57'21"W | 29.180 | L184 | S35°50'42"W | 20.14  |
| L122                   | N48°40'44"W | 16.200 | L185 | S59°58'58"W | 24.79  |
| L123                   | N84°16'55"W | 29.270 | L186 | S56°34'33"W | 26.91  |
| L124                   | N44°42'38"W | 9.720  | L187 | N74°55'10"W | 25.11  |
| L125                   | N40°58'52"W | 36.370 | L188 | S89°24'39"W | 29.37  |
| L126                   | N34°43'43"W | 22.310 | L189 | N80°18'48"W | 34.22  |
| L127                   | N35°26'58"W | 31.320 | L190 | S71°10'47"W | 20.57  |
| L128                   | N20°08'31"W | 25.250 | L191 | S67°10'30"W | 34.96  |
| L129                   | N20°05'22"W | 32.860 | L192 | S47°27'45"W | 17.25  |
| L130                   | N58°09'42"W | 19.820 | L193 | S16°07'58"E | 16.33  |
| L131                   | N29°26'41"W | 27.390 | L194 | S00°46'54"E | 16.91  |
| L132                   | N16°12'02"W | 35.260 | L195 | S09°00'53"W | 33.18  |
| L133                   | N10°37'45"E | 8.950  | L196 | S06°49'31"E | 15.63  |
| L134                   | N23°45'27"E | 14.610 | L197 | S37°15'58"E | 20.99  |
| L135                   | N73°26'51"E | 18.750 | L198 | S27°02'39"E | 24.55  |
| L136                   | S83°20'41"E | 14.780 | L199 | S14°08'30"E | 39.63  |
| L137                   | S89°24'13"E | 18.000 | L200 | S16°42'20"E | 31.22  |
| L138                   | S73°04'36"E | 35.010 | L201 | S14°25'44"W | 13.51  |
| L139                   | S77°00'03"E | 23.440 | L202 | S10°45'31"E | 27.62  |
| L140                   | S84°19'50"E | 19.200 | L203 | S01°31'41"E | 29.15  |
| L141                   | S65°22'54"E | 38.680 | L204 | S11°09'47"W | 39.66  |
| L142                   | S33°29'17"E | 26.560 | L205 | S15°08'18"W | 37.23  |
| L143                   | S01°12'23"E | 35.990 | L206 | S12°41'40"W | 21.41  |
| L144                   | S49°37'35"E | 17.770 | L207 | S26°34'38"E | 18.34  |
| L145                   | S68°06'17"E | 34.550 | L208 | S49°55'12"E | 21.23  |
| L146                   | S58°15'10"E | 34.930 | L209 | S06°00'02"E | 13.96  |
| L147                   | S68°36'30"E | 35.730 | L210 | N85°40'45"W | 9.00   |
| L148                   | S83°09'41"E | 28.840 | L211 | N53°56'37"W | 21.58  |
| L149                   | S65°55'58"E | 29.370 | L212 | S72°04'50"W | 14.82  |
| L150                   | S62°29'28"E | 15.860 | L213 | N89°14'18"W | 25.28  |

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

EXISTING EASEMENTS AND ACCESS RESTRICTIONS





CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

SURVEYOR’S CERTIFICATE

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATEED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE 20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE N01°19’12”E, ALONG THE WEST LINE OF THE OF THE SAID NORTHWEST 1/4, 100.14 FEET; THENCE N88°20’12”E, 120.16 FEET TO THE EAST LINE OF S. MOORLAND AND THE POINT OF BEGINNING: THENCE N01°19’12”E, ALONG SAID EAST LINE, 1881.39 FEET; THENCE N88°04’12”E, ALONG SAID EAST LINE, 10.02 FEET; THENCE N01°19’12”E. ALONG SAID EAST LINE, 321.44 FEET; THENCE N31°03’54”E, 60.47 FEET; THENCE N74°37’20”E, 44.24 FEET TO THE SOUTH LINE OF W. GREENFIELD AVE.; THENCE N89°15’13”E, ALONG SAID SOUTH LINE, 358.44 FEET TO A POINT ON THE WEST LINE OF LOT 1, CSM 11117; THENCE S01°19’12”W, ALONG SAID WEST LINE, 985.74 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE N89°16’15”E, ALONG SAID SOUTH LINE, 374.93 FEET TO A POINT ON THE WEST LINE OF OUTLOT 1 CSM \_\_\_\_\_; THENCE S01°04’42”W, ALONG SAID WEST LINE, 1266.45 FEET TO A POINT 100 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE S88°20’12”W, ALONG A LINE WHICH IS PARALLEL TO AND 100 FEET NORTH OF SAID SOUTH LINE 821.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,470,632 SQUARE FEET OR 33.761 ACRES MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND COMBINATION AND MAP BY THE DIRECTION OF THE CONSERVANCY, LLC, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE CITY OF NEW BERLIN ORDINANCE IN SURVEYING, MAPPING AND DIVIDING THE SAME.

DATED THIS\_\_\_\_DAY OF\_\_\_\_\_, 20\_\_\_\_\_.

CHRISTOPHER A. JACKSON  
PROFESSIONAL LAND SURVEYOR, S–2851  
STATE OF WISCONSIN

CORPORATE OWNER’S CERTIFICATE

THE CONSERVANCY, LLC, A LIMITED LIABILITY CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LANDS DESCRIBED ON THIS CSM TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CSM.

IN WITNESS WHEREOF, THE CONSERVANCY, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WIMMER BROTHERS REALTY, INC. ITS MANAGER, BY JOHN J. WIMMER, EXECUTIVE VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

THE CONSERVANCY, LLC  
BY: WIMMER BROTHERS REALTY, INC., ITS MANAGER  
\_\_\_\_\_  
BY: JOHN J. WIMMER, EXECUTIVE VICE PRESIDENT

STATE OF ) SS  
COUNTY OF )

PERSONALLY CAME BEFORE ME THIS\_\_\_\_DAY OF\_\_\_\_\_, 20\_\_\_\_\_, THE ABOVE–NAMED JOHN J. WIMMER,EXECUTIVE VICE PRESIDENT OF WIMMER BROTHERS REALTY, INC., KNOWN BY ME TO BE THE MANAGER OF THE CONSERVANCY, LLC AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A REDVISION OF LOTS 1, 2 AND 3 OF CSM \_\_\_\_\_ LOCATED IN THE NORTHWEST 1/4  
AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWN 6 NORTH, RANGE  
20 EAST, IN THE CITY OF NEW BERLIN, WAUKESHA COUNTY, STATE OF WISCONSIN.

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF NEW BERLIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
DAVID AMENT, CHAIRPERSON/MAYOR

\_\_\_\_\_  
NIKKI JONES, SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF NEW BERLIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
DAVID AMENT, PRESIDENT

\_\_\_\_\_  
RUBINA R. MEDINA, CITY CLERK



# STAFF REPORT

## EXECUTIVE SUMMARY

|                           |                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| APPLICANT/PROJECT:        | Donald R. Gehr III on behalf of Don's Holdings LLC / 2030 Comprehensive Plan Amendments                                                                                                                                                                                                                                                                                                           |
| LOCATION:                 | 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979                                                                                                                                                                                                                                                                                                                            |
| CURRENT FUTURE LAND USE:  | Suburban Commercial                                                                                                                                                                                                                                                                                                                                                                               |
| PROPOSED FUTURE LAND USE: | Urban Residential                                                                                                                                                                                                                                                                                                                                                                                 |
| CURRENT ZONING:           | B-2 (General Retail Sales and Service District)                                                                                                                                                                                                                                                                                                                                                   |
| REQUEST:                  | A request to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 15 – “Neighborhood E” National Avenue East Corridor) for the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from Suburban Commercial to Urban Residential.                                                                       |
| D.R.C. RECOMMENDATION:    | Recommend to Plan Commission adoption of Resolution #2025-11 that approves the general amendments to the 2030 Comprehensive Plan Chapter 10 and Chapter 15 including the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from Suburban Commercial to Urban Residential and forward to the Common Council for their review and approval by Ordinance. |

### Background:

1. The applicant has simultaneously applied for Rezoning (see file #: RZ-2500441) and 2-Lot CSM (see file #: LD-2500442). Action for these applications is anticipated for the June 2, 2025 Plan Commission meeting.
  - a. This request is consistent with the proposed rezoning of the property to R-4.5 (Medium-Density Single-Family Residential District).

### Rationale:

### CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE: Yes

1. **Chapter 15: Neighborhood E: National Avenue East Corridor:** Yes, this submittal meets the intent of this Chapter.

### **Planning Context / Vision / Development Policies:**

#### **Vision:**

- *National Avenue should be an exemplary model of a suburban commercial corridor. Vehicular and pedestrian traffic should coexist in a safe and efficient manner through prominent pedestrian facilities and managed vehicular access. Public streetscape improvements should be coordinated with private landscaping and site design.*

- *Pedestrian access between the National Avenue corridor and nearby residential areas should be increased.*

#### **Development Policies:**

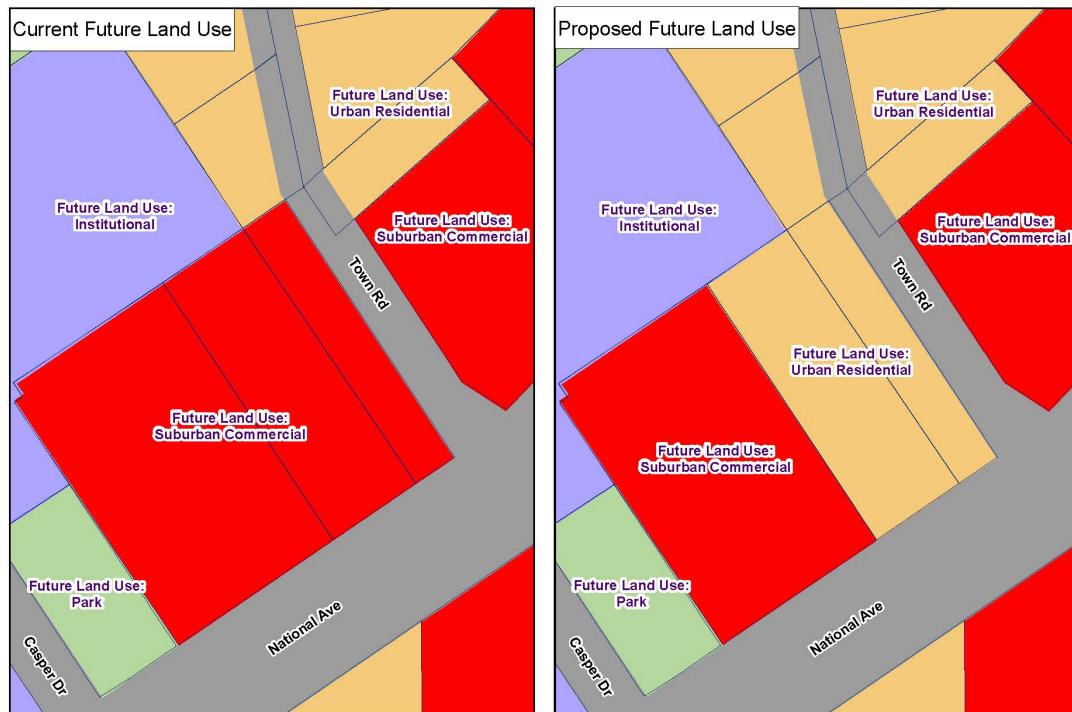
- *Create flexible but predictable compatibility standards for new construction and redevelopment related to site planning, building design and materials, landscaping (including maintenance provisions), access, signage, and other features creating potential land use impacts. Emphasize building and parking orientation, with more uniform setbacks and at least some parking encouraged on the side or to the rear of buildings.*

#### **Land Use:**

Future Land Use Map: Suburban Commercial (Existing) / Urban Residential (Proposed)

### **2. Chapter 10: Land Use:**

- *2030 Future Land Use Map: Suburban Commercial*
- *Proposed Future Land Use Map Suggestion: Urban Residential*



### **3. Chapter 22: Implementation:** Yes, this request meets the intent of this Chapter.

#### **Amending the Plan**

- This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year. Suggestions for amendments can be brought forward by City staff, officials, and/or residents, and should be consistent with the overall vision of the Plan. Proposed amendments could originate in any of the following way:
  - Amendments proposed as corrections of clerical or administrative errors, mapping errors, and updated data for text, tables, and maps. Such amendments would be drafted by City staff.
  - Amendments proposed as a result of discussions between officials and citizens.
  - Amendments proposed as a result of recommendations discussed during a City planning process.
- When a change is proposed, it should follow this general procedure:
  - Recommendation by the Plan Commission to conduct a review process for the proposed amendment.



- Facilitation of public hearings as required by applicable Wisconsin State Statutes and/or ordinances.
- Recommendation from the Plan Commission to the Common Council.
- Consideration and decisions by the Common Council.

**Plan Element Consistency**

- As future amendments and updates are made, consistency between the Plan elements must be ensured.

The applicant has submitted requests to the City to amend the Comprehensive Plan / Future Land Use Map and rezone the property, so the request meets the consistency requirements.

**D.R.C. RECOMMENDATION:**

Recommend to Plan Commission adoption of Resolution #2025-11 that approves the general amendments to the 2030 Comprehensive Plan Chapter 10 and Chapter 15 including the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from Suburban Commercial to Urban Residential and forward to the Common Council for their review and approval by Ordinance.

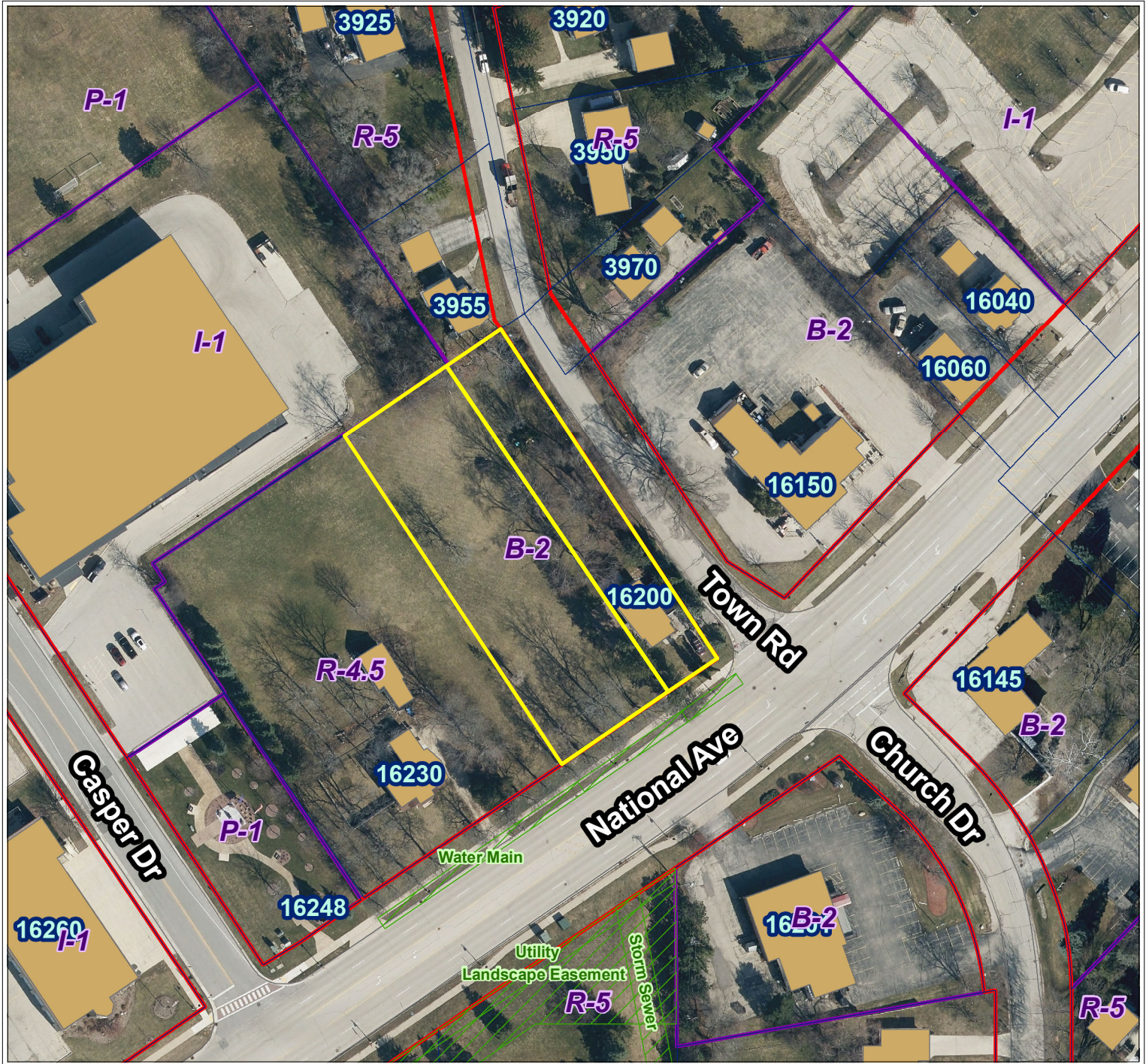
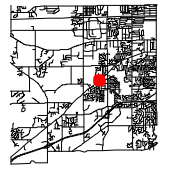
**Attachments:**

Location Map  
Future Land Use Comparison Map  
Rezoning Comparison Map  
CSM

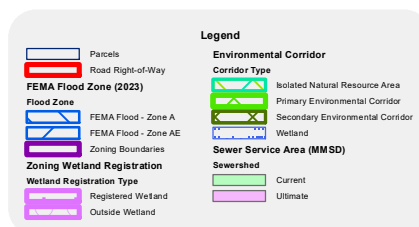
Draft Chapter 10 – Land Use Plan – Revised FLU Map

Resolution # 2025-11 (*draft*)  
Ordinance # 2707 (*draft*)





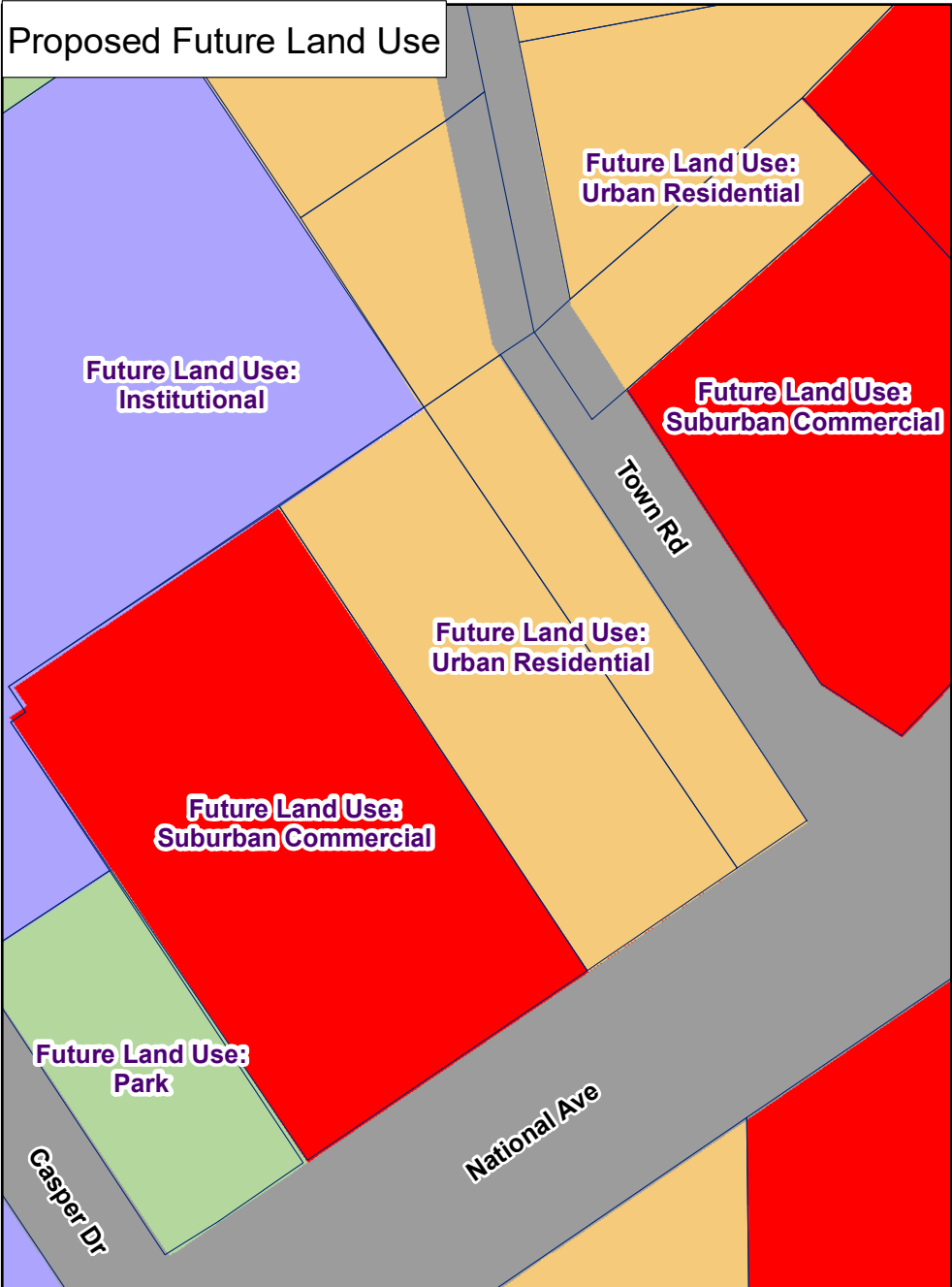
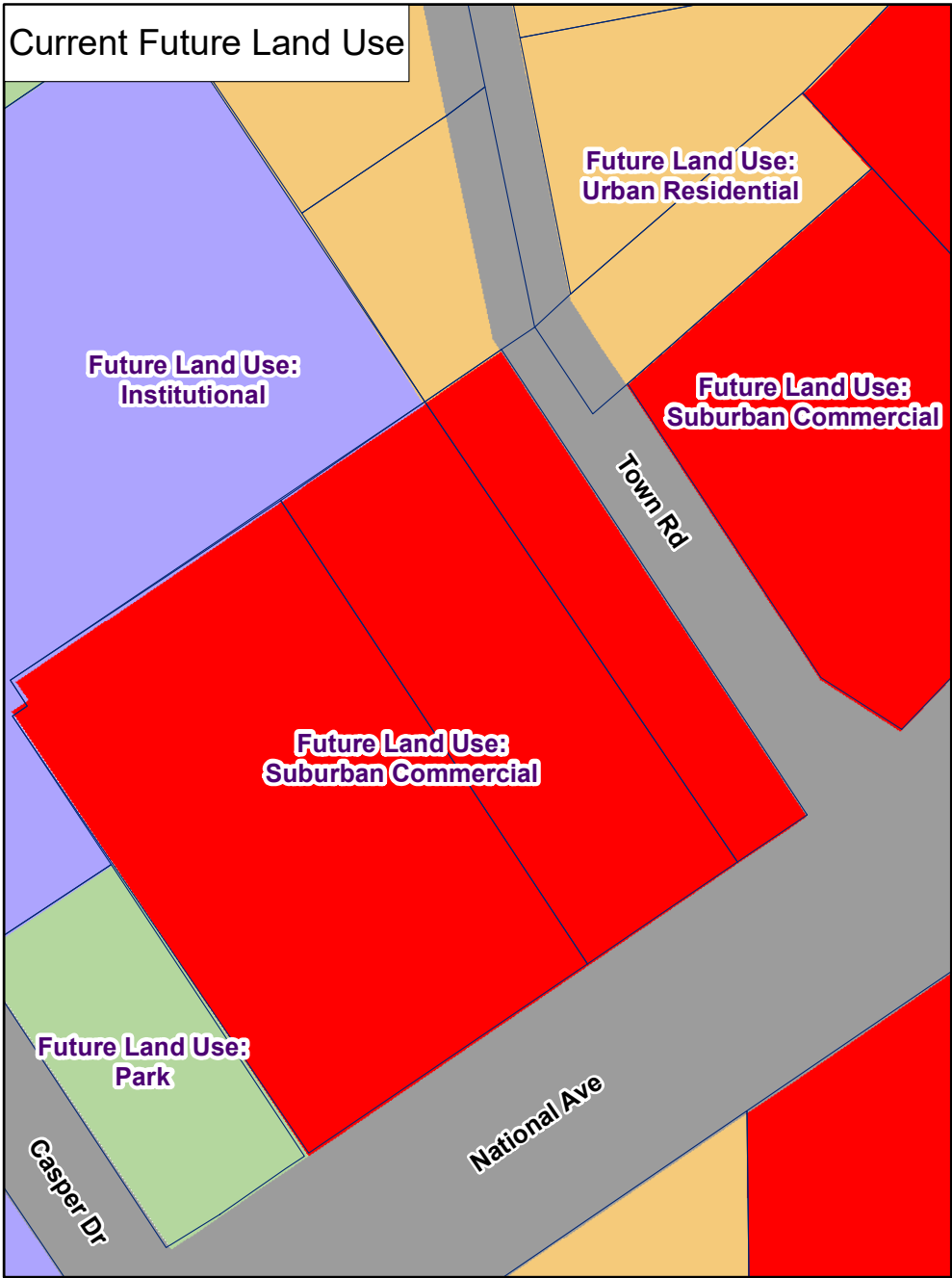
City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org

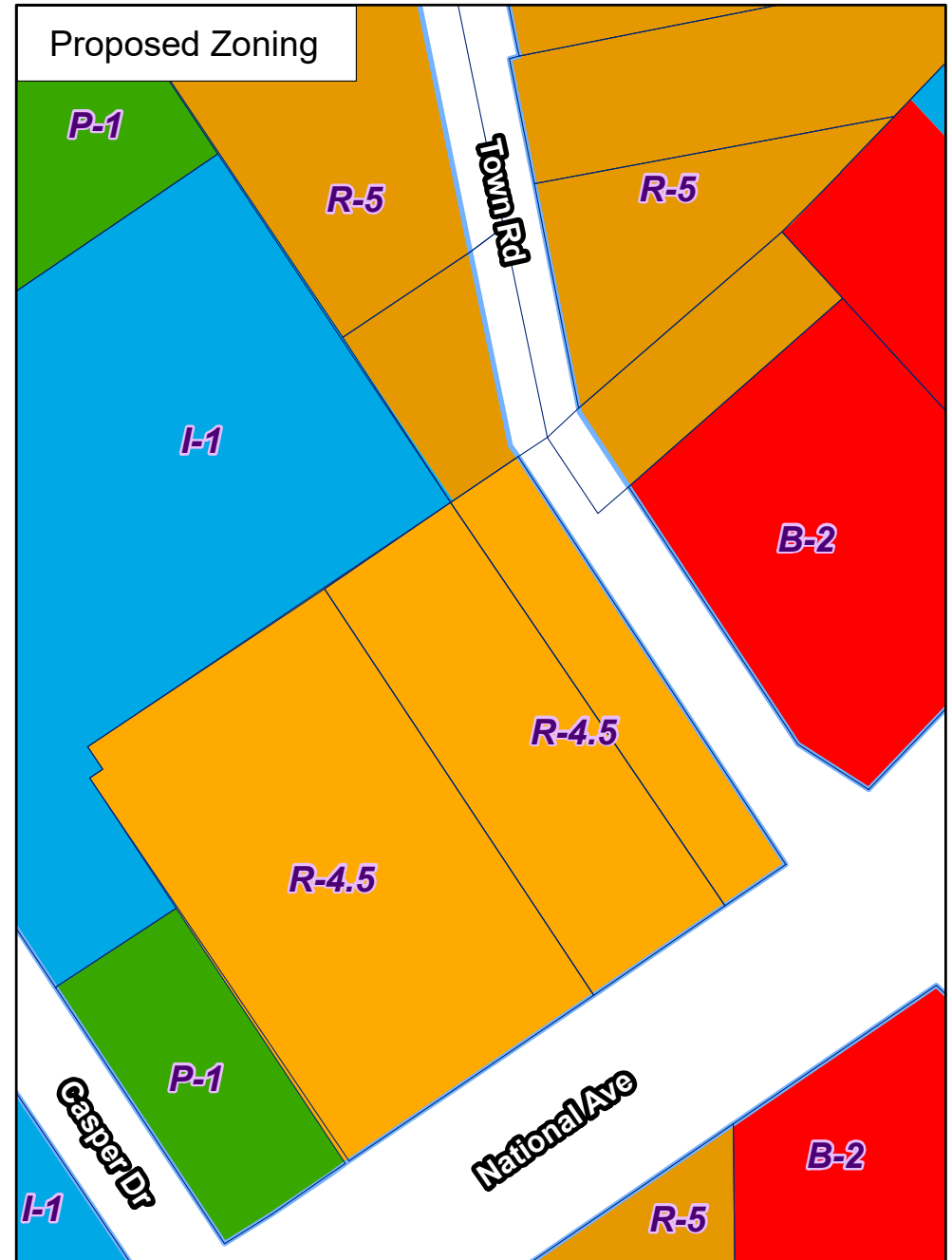
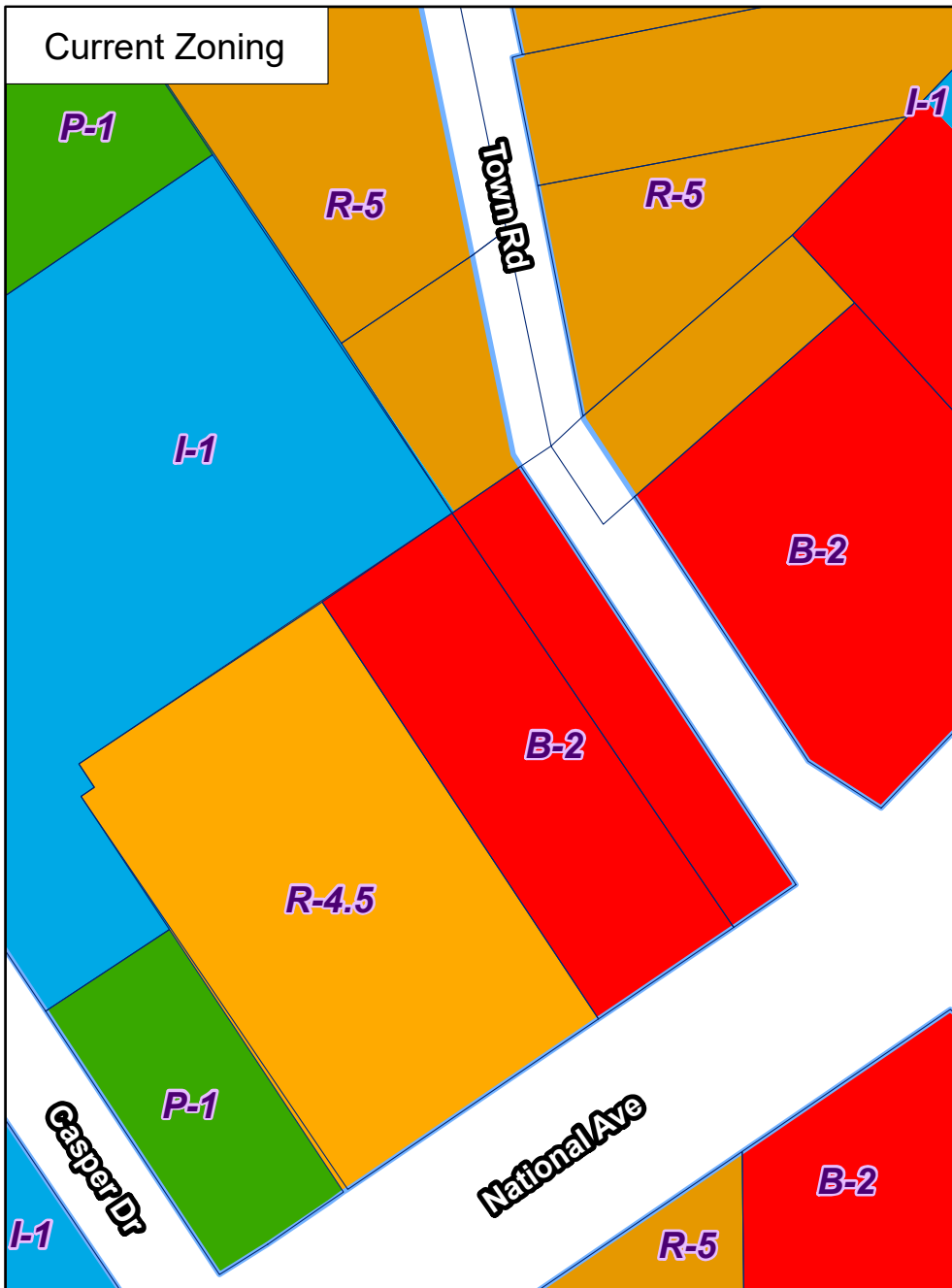


0 45 90 Feet

The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The information and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.

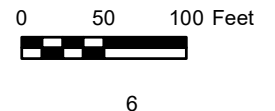






City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
[www.newberlin.org](http://www.newberlin.org)

**RZ-2500441**  
**Don's Holdings LLC**  
**16200 W. National Ave**



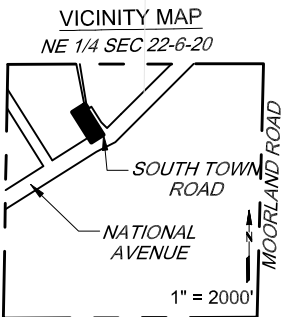


Certified Survey Map\_\_\_\_\_

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin



21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com



Owners:

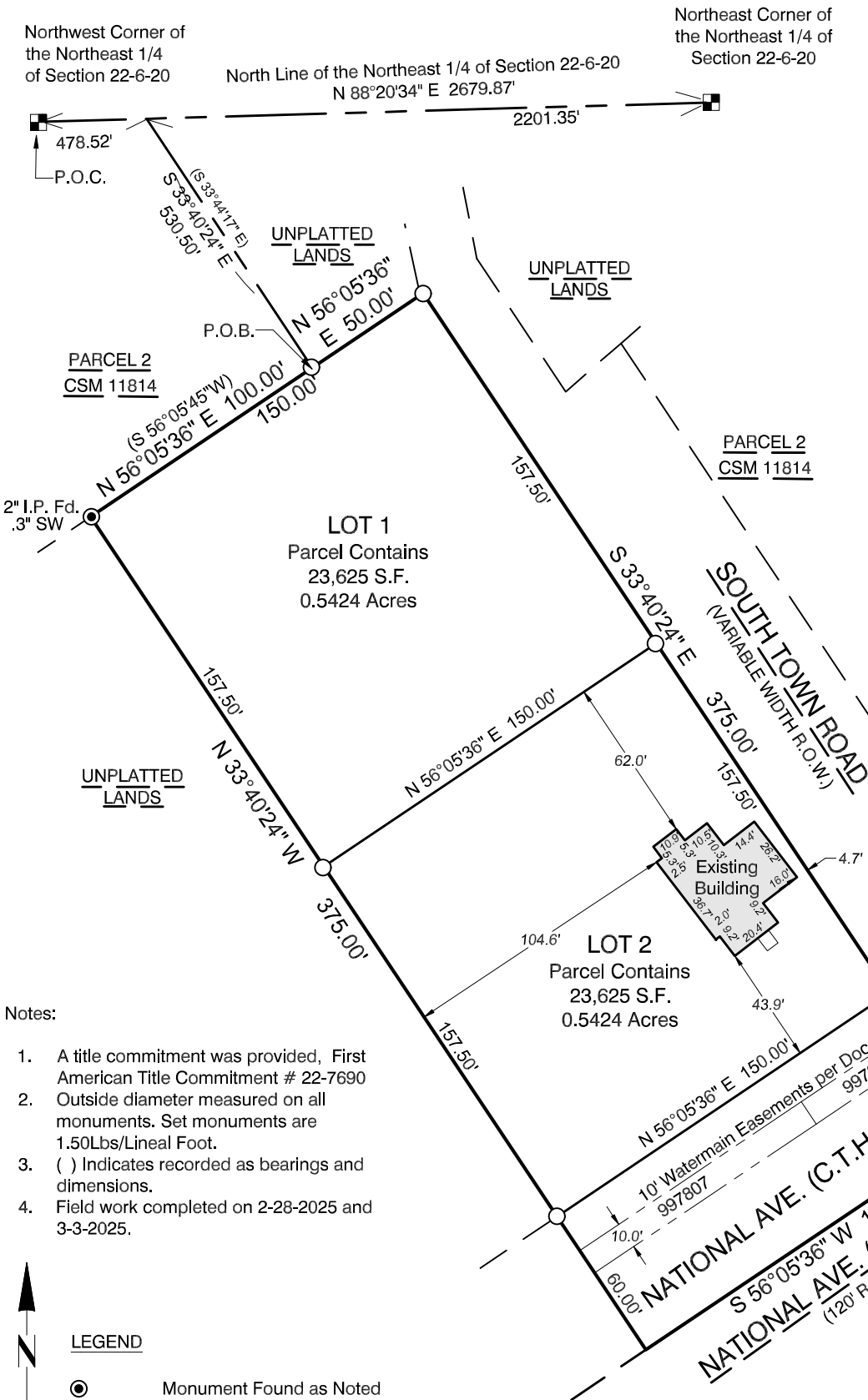
Don's Holdings LLC.  
10501 Manor Park Drive  
West Allis, WI 53227

Site Address:

16200 W. National Ave.  
New Berlin, WI 53151

Surveyor:

Daniel E. Bednar  
21005 Watertown Road  
Suite A2  
Waukesha, WI 53186



Notes:

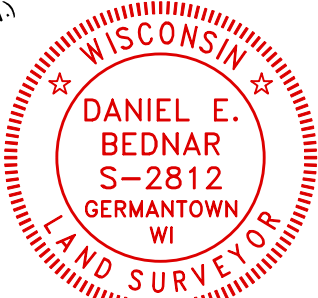
- 1. A title commitment was provided, First American Title Commitment # 22-7690
- 2. Outside diameter measured on all monuments. Set monuments are 1.50Lbs/Lineal Foot.
- 3. ( ) Indicates recorded as bearings and dimensions.
- 4. Field work completed on 2-28-2025 and 3-3-2025.

LEGEND

- Monument Found as Noted
- 3/4"X18" Iron Rod Set
- Brass Disc in Conc.



BEARINGS ARE REFERENCED TO NAD 83/2011 IN WHICH THE NORTH LINE OF THE NE 1/4 SECTION, T 6 N, R 20 E, BEARS N 88°20'34" E.



*Daniel E. Bednar*

This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812 Job# 25062 - JS Sheet 1 of 4

**Certified Survey Map\_\_\_\_\_**

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

**SURVEYOR'S CERTIFICATE:**

I Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel in part of the Northwest 1/4 of the Northeast 1/ 4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section; thence North 88°20'34" East along the North line of said Section, 478.52 feet to a point on the East line of Certified Survey Map Number 11814; thence South 33°40'24" East along said East line, 530.50 feet to the Southeast corner of said Certified Survey Map, and the Point of Beginning of lands described hereafter; thence North 56°05'36" East, 50.00 feet to a point on the Westerly Right-of-Way line of South Town Road; thence South 33°40'24" East along said Westerly line, 375.00 feet to a point on the Centerline of National Avenue; thence South 56°05'36" West along said Centerline, 150.00 feet to a point; thence North 33°40'24" West, 375.00 feet to a point on the South line said Certified Survey Map Number 11814; thence North 55°05'36" East along said South line, 100.00 feet to the point of beginning of this description.

The gross area of said parcel contains 56,250 Square feet or 1.2913 Acres of land more or less.

That I have made such survey, land division and map by the direction of Don's Holdings LLC. , owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of New Berlin in surveying, dividing and mapping same.

Dated this 17th day of March, 2025.

  
Daniel E. Bednar, PLS  
Professional Land Surveyor S-2812



**LAND SURVEYS INC.**

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com



That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

Don's Holdings LLC, a limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map.

Donald R. Gehr III, Managing Partner

STATE OF WISCONSIN)  
 )ss.  
 County of {County} )  
 Personally came before me this\_\_\_\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_, {First Name Last Name} {Title} and {First Name Last Name} {Title} of the above named corporation, to me known as the person(s) who executed the foregoing instrument, and to me known to be the {Title and Title respectively} of the corporation, and acknowledged that {they, he, or she} executed the foregoing instrument and acknowledged the same.

Print Name \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, WI.

My Commission Expires: \_\_\_\_\_



17th day of March, 2025

**Certified Survey Map\_\_\_\_\_**

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6  
North, Range 20 East, in the City of New Berlin, Waukesha County,  
Wisconsin

**PLAN COMMISSION APPROVAL:**

Approved by the Plan Commission of the City of New Berlin on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
David Ament,                      Plan Commission Chairman

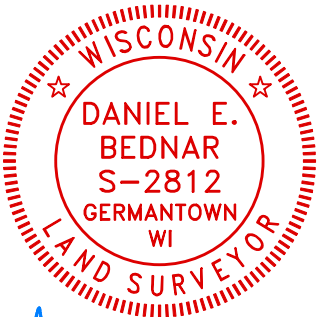
\_\_\_\_\_  
Nikki Jones,                      Secretary

**COMMON COUNCIL APPROVAL:**

This Certified Survey Map, in the City of New Berlin, is hereby approved by the Common Council on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
David Ament,                      Mayor

\_\_\_\_\_  
Rubina Medina,                      City Clerk

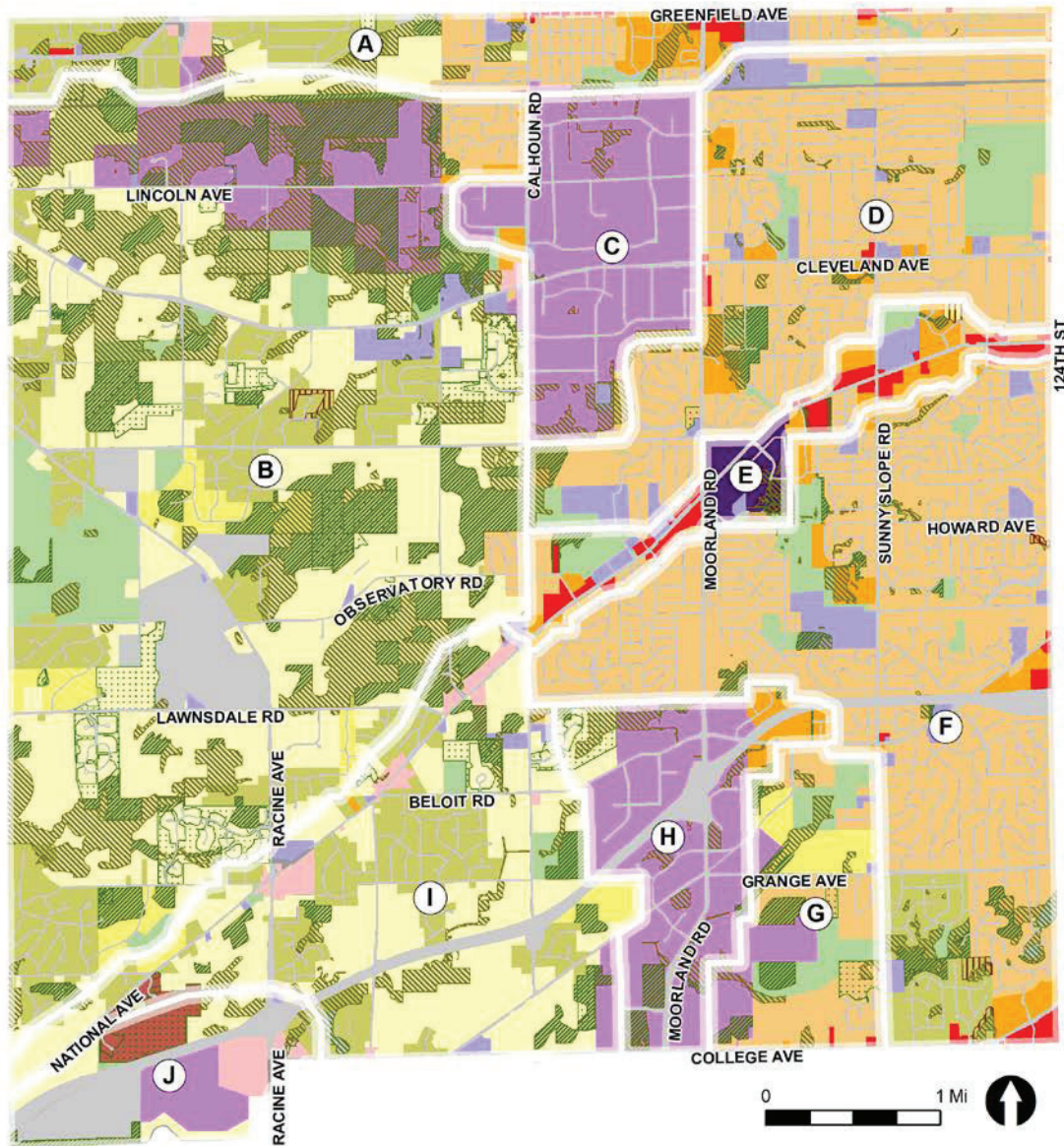


21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com



# FUTURE LAND USE PLAN

with Zoned Conservancy and Neighborhood Overlay



## LEGEND

|                            |                               |                         |                                    |
|----------------------------|-------------------------------|-------------------------|------------------------------------|
| Business Park / Industrial | Mixed Use Residential         | Residential Estate      | <b>Zoned Conservancy Districts</b> |
| Institutional              | City Center Single Family Res | Quarry Park Residential | C-1 Upland Resource                |
| City Center Mixed Use      | Urban Residential             | Transportation          | C-2 Shoreland Wetland              |
| Suburban Commercial        | Suburban Residential          | Park                    | C-3 Permanent Open Space           |
| Rural Commercial           | Country Residential           | Quarry                  |                                    |
|                            |                               | Water                   |                                    |

March 2024

## COMPREHENSIVE PLAN 2030

City of New Berlin, Wisconsin

Figure 10.3. Future Land Use Map for the City of New Berlin. UPDATE MAP IF COMPREHENSIVE PLAN IS AMENDMENT IS APPROVED.

## RESOLUTION NUMBER # 2025-11

**A Resolution adopting the amendments to the City's 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor**

---

**WHEREAS**, Section 66.1001(4) of the Wisconsin Statutes, establish the required procedure for a local government to adopt a comprehensive plan and Section 66.1001(2) identifies the required elements of a comprehensive plan; and

**WHEREAS**, The planning process was open to the public and numerous efforts were made to assure the broadest participation to establish the goals and elements considered for and contained within the comprehensive plan in compliance with Section 66.1001 of the Wisconsin State Statutes, and

**WHEREAS**, The City of New Berlin prepared and followed a Public Participation Plan that was adopted by the Plan Commission on September 10, 2007 and the Common Council on September 25, 2007, a copy of which is on file in the Department of Community Development.

**WHEREAS**, the City of New Berlin Plan Commission has the authority to adopt the Comprehensive Plan and associated amendments as necessary by resolution and also to recommend that the Common Council adopt the comprehensive plan and associated amendments as necessary via Ordinance; and

**WHEREAS**, the City of New Berlin prepared the "City of New Berlin 2020 Comprehensive Plan", which is on file with the Department of Community Development and available on the City's website [www.newberlinwi.gov](http://www.newberlinwi.gov), containing all maps and other descriptive materials, to be the comprehensive plan for the City; and

**WHEREAS**, that the Plan Commission of the City of New Berlin adopted the City of New Berlin 2020 Comprehensive Plan as the City's comprehensive plan via Resolution No. 09-02 on November 2<sup>nd</sup>, 2009, and the Common Council adopted the Comprehensive Plan via Ordinance # 2422 on December 8<sup>th</sup>, 2009; and has been amended from time to time; and

**WHEREAS**, development within the City should be monitored on an ongoing basis, and compared to the City goals and objectives outlined throughout the Plan to ensure that current policies are achieving the intended results. Comprehensive Plan Chapter 22, Implementation states, *"This Plan is intended to be changed and revised over time. The City's values, goals, and capabilities may change as New Berlin grows, and the Plan must be amended to reflect those changes. The Plan should be reviewed and amended at least once every year."* This project includes an overall general update to the Comprehensive Plan.

**WHEREAS**, Department of Community Development Staff, working at the request of Donald R Gehr III with Don's Holdings LLC, have prepared amendments to the Future Land Use Map within the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor and are now completed and need to be incorporated into the City's adopted Comprehensive Plan.

**WHEREAS**, the Future Land Use Map amendments requested by Donald R Gehr III with Don's Holdings LLC for the properties located at 16200 W. National Avenue (Tax Key #:



1237.980) and Tax Key #: 1237.979 to amend the Future Land Use from Suburban Commercial to Urban Residential. It is necessary to incorporate these Future Land Use Map amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor. A copy of the 2030 Comprehensive Plan Chapters 10 & 15 along with the map is attached as Exhibit A. Amendments to an adopted comprehensive plan pursuant to WI State Statute 66.1001 require a Class I notification along with a public hearing.

**WHEREAS**, the Plan Commission reviewed and approved the proposed amendments to 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor, on June 2, 2025 following approximately three months of public comment from the date of the public notice; and

**WHEREAS**, the City has duly noticed a public hearing on the aforementioned comprehensive plan amendments and the Plan Commission held the public hearing on May 5, 2025.

**WHEREAS**, the Plan Commission of the City of New Berlin by a ## vote of the Commissioners present and voting recorded in its official minutes, adopted Resolution # 2025-11 recommended approval of this comprehensive plan amendment on June 2, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, that the Plan Commission of the City of New Berlin hereby accepts and adopts the attached City of New Berlin 2030 Comprehensive Plan amendments to the 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor, recognizing that the Common Council must also adopt the Comprehensive Plan amendments via Ordinance for it to become effective; and

**BE IT FURTHER RESOLVED** that the Plan Commission does hereby recommend that the Common Council adopt Ordinance No. 2707, which will constitute its adoption of the Comprehensive Plan amendments.

Passed and adopted by the Plan Commission on this 2<sup>nd</sup> day of June, 2025.

APPROVED:

\_\_\_\_\_  
David A. Ament, Mayor

Certified/Countersigned:

\_\_\_\_\_  
Nikki Jones  
Plan Commission Secretary

**ORDINANCE NO. 2707**

An ordinance to adopt the amendments to the City's Comprehensive Plan to incorporate the necessary General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan, Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor.

---

The Common Council of the City of New Berlin do ordain as follows:

**SECTION I**

Pursuant to section 62.23(2) and (3) of the Wisconsin Statutes, the City of New Berlin, is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

**SECTION II**

The Common Council of the City of New Berlin, Wisconsin, has adopted written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by Section 66.1001(4)(a) of the Wisconsin Statutes.

**SECTION III**

The Plan Commission of the City of New Berlin by a majority vote of the Commission members present and voting as recorded in its official minutes and adopted Resolution # 2025-11 on June 2, 2025 recommending to the Common Council the adoption of the ordinance that approves the general amendments and Future Land Use amendments to the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor, a copy of both chapters are attached as Exhibit A, containing amendments to the elements specified in section 66.1001(2) of the Wisconsin Statutes.

More specifically, the Future Land Use Map amendments requested by Donald R Gehr III with Don's Holdings LLC, to amend the Future Land Use for the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from Suburban Commercial to Urban Residential.

**SECTION IV**

The City held public hearings on May 5, 2025 on these Comprehensive Plan amendments, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.



## SECTION V

The Common Council of the City of New Berlin, Wisconsin, does, by enactment of this ordinance, formally adopt the documents entitled, "**General Amendments and Future Land Use Map Amendments into the City's adopted 2030 Comprehensive Plan Chapter 10: Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor,**" which are attached hereto as Exhibit A pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

## SECTION VI

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

## SECTION VII

This ordinance shall take effect upon passage and publication as approved by law.

## SECTION VIII

The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

**PASSED AND ADOPTED** by the Common Council this 10<sup>th</sup> day of June, 2205.

APPROVED:

\_\_\_\_\_  
David A. Ament, Mayor

Countersigned:

\_\_\_\_\_  
Rubina Medina, City Clerk

---

# STAFF REPORT EXECUTIVE SUMMARY

---

**APPLICANT/PROJECT:** Donald R. Gehr III on behalf of Don’s Holdings LLC / Rezoning

**LOCATION:** 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979

**REQUEST:** Request to rezone the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from B-2 to R-4.5.

**D.R.C. RECOMMENDATION:** Recommend to Common Council adoption of Ordinance # 2708 that approves the rezoning of the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from B-2 to R-4.5.

**DETAILS IN ATTACHED STAFF REPORT:**



**CITY OF NEW BERLIN**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**PLAN COMMISSION STAFF REPORT**

Meeting of June 2, 2025

---

**Donald R. Gehr III on behalf of Don's Holdings LLC / Rezoning**  
**16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979**

---

**DATE STAFF REPORT PREPARED:** May 14, 2025

**APPLICANT / OWNER(S):** Donald R. Gehr III on behalf of Don's Holdings LLC / Don's Holdings LLC

**REQUEST / DESCRIPTION OF PROJECT:** The applicant is requesting to rezone the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from B-2 to R-4.5.

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 3/19/2025

**DATE OF COMPLETENESS DETERMINATION:** 3/19/2025

**PRE-APPLICATION CONFERENCE HELD:** No

Date(s) of Meeting(s): Various calls and visits at the front counter.

Site Visit(s): 4/14/2025

**CONCEPTUAL PLAN:** A 2-Lot CSM has been submitted. (See File # LD-2500442)

**SIZE OF DEVELOPMENT / PARCEL(S):**

Existing -16200 W. National Avenue (Tax Key #: 1237.980): 0.36 acres

Existing - Tax Key #: 1237.979: 0.72 acres

**CURRENT ZONING:** B-2 (General Retail Sales and Service District)

**CURRENT LAND USE:** Residential / Vacant

**PROPOSED ZONING:** R-4.5 (Medium-Density Single-Family Residential)

**PROPOSED LAND USE:** Residential

**PROPOSED LOT SIZE(S):** (See File # LD-2500442)

Lot 1 - 0.5424 acres (After CSM is recorded)

Lot 2 - 16200 W. National Avenue (Tax Key #: 1237.980): 0.5424 acres (After CSM is recorded)

**PROPOSED DENSITY:** N/A

**ADJACENT ZONING AND LAND USE:**

*North:* Zoning: R-5 & I-1

Land Use: Single-Family Residential / Utility Building

*South:* Zoning: B-2

Land Use: Commercial (Armeli's Restaurant)

*East:* Zoning: B-2 & R-5

Land Use: Commercial (Former Asia Restaurant) / Single-Family Residential

*West:* Zoning: R-4.5

Land Use: Single-Family Residential

**CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE:** Yes, the request meets the intent of this Chapter.

**Chapter 15: Neighborhood “E”: National Avenue East Corridor:** Yes, this submittal meets the intent of this Chapter.

**Planning Context / Vision / Development Policies:**

***Vision:***

- *National Avenue should be an exemplary model of a suburban commercial corridor. Vehicular and pedestrian traffic should coexist in a safe and efficient manner through prominent pedestrian facilities and managed vehicular access. Public streetscape improvements should be coordinated with private landscaping and site design.*
- *Pedestrian access between the National Avenue corridor and nearby residential areas should be increased.*

***Land Use:***

- *Future Land Use Map: Suburban Commercial*
- *2030 Future Land Use Map Suggestion: Urban Residential (See File #: CP-2500440)*



**ZONING CODE (Chapter 275):** Yes, this request meets the requirements of Section 275-33B(5) of the Zoning Code.

**DEVELOPMENT CODE (CHAPTER 235):** N/A

**REZONING REQUIRED:** Yes

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** Yes



**USE / SITE / ARCHITECTURAL REVIEW:**

Use Approval Required: No

Site Plan Required: Yes, see attached CSM.

Architectural Review Required: No

**PROPOSED ARCHITECTURE:** N/A

**UNIQUE SITE CHARACTERISTICS:**

Environmental Corridor: No

Wetland On Property: No

Conservancy Districts (C-1, C-2): No

NRCS Map Classification: Not Inventoried

Floodplain: No

Topography / Geologic: The site slopes slightly to the northwest.

**BIKE & PEDESTRIAN FACILITIES PLAN:** No improvements identified.

**PARK & OPEN SPACE PLAN:** No improvements identified.

**NATURAL RESOURCES PROTECTION:**

Limits of Disturbance (LOD): N/A

Woodland, Tree, and Vegetation Protection: N/A

Wildlife Management Plan: N/A

**ENVIRONMENTAL IMPACT:** No impact. No changes proposed at this time.

**STORMWATER MANAGEMENT / DRAINAGE PLAN:** Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development.

**SANITARY SEWER PROVISION:**

Within Current Sewer Service Area: Yes

Basin Capacity Available: Yes

Adequate Linkage: Yes

Onsite System Required: No

**WATER USAGE CALC.:** 250 GPD per new connection average.

**TRAFFIC IMPACT:** There will be no net increase in the number of lots with the proposed land division (See File #: LD-2500442). The ITE estimates the following for a single-family lot:

Weekday AM Peak – 0.77 trips per unit

Weekday PM Peak – 1.02 trips per unit

Weekend Peak – 0.93 trips per unit

**SCHOOL DISTRICT IMPACT:** N/A

Notice Sent to Affected School District(s): No

**PREVIOUS ACTION:**

1936 Existing home constructed.

3/18/1988 Addition to home.

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

**FINDINGS:**

1. The rezoning must meet the following criteria outlined in New Berlin Municipal Code Chapter 275-22 (F):

- a. *The proposed rezoning is consistent with the Comprehensive Plan and the stated purposes of Chapter 275;*

The Future Land Use map identifies the area as Suburban Commercial. The applicant has filed a separate application for a Comprehensive Plan Amendment (See File #: CP-2500440) to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land) from Suburban Commercial to Urban Residential.

- b. *Adequate public facilities and services (including sewage and waste disposal, water, gas, electricity, schools, police and fire protection, and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;*

Yes, the proposed rezoning is compliant. This property is currently served by public sanitary sewer and water facilities.

- c. *Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of the City to provide them;*

Yes, the proposed rezoning is compliant.

- d. *The proposed development has taken into account impacts on surrounding properties or the natural environment, including air, water, noise, storm water management, soils, wildlife, and vegetation;*

Yes, the proposed rezoning is compliant. Any future development shall require a separate application to be filed with the Department of Community Development.

- e. *The land proposal for rezoning is suitable for development and will not cause unreasonable soil erosion or have an unreasonable adverse effect on rare or irreplaceable natural areas;*

Yes, the proposed rezoning is compliant.

- f. *The proposed rezoning will not be used to legitimize, or "spot zone," a nonconforming use or structure; and*

No, it will not be a spot zoning. It will be consistent with the Future Land Use Map within the Comprehensive Plan, as proposed to be amended with application # CP-2500440.

- g. *The proposed rezoning is the minimum action necessary to accomplish the intent of the petition, and an administrative modification, variance, or conditional use permit could not be used to achieve the same result.*

Yes, the proposed rezoning is the minimum action necessary to accomplish the intent of the petition.

2. The applicant has simultaneously applied for a Comprehensive Plan Amendment (See File #: CP-2500440) and 2-Lot CSM (See File #: LD-2500442). Action for these applications is anticipated for the June 2, 2025 Plan Commission meeting.
3. Per §275-33, the minimum lot area is 15,000 square feet and the minimum lot width is 100' in the R-4.5 District. Minimum lot width for a corner lot is 120'.
4. Per Table 275-33-3, the minimum home size in the R-4.5 District is 1,200 square feet.



**D.R.C. RECOMMENDATION:**

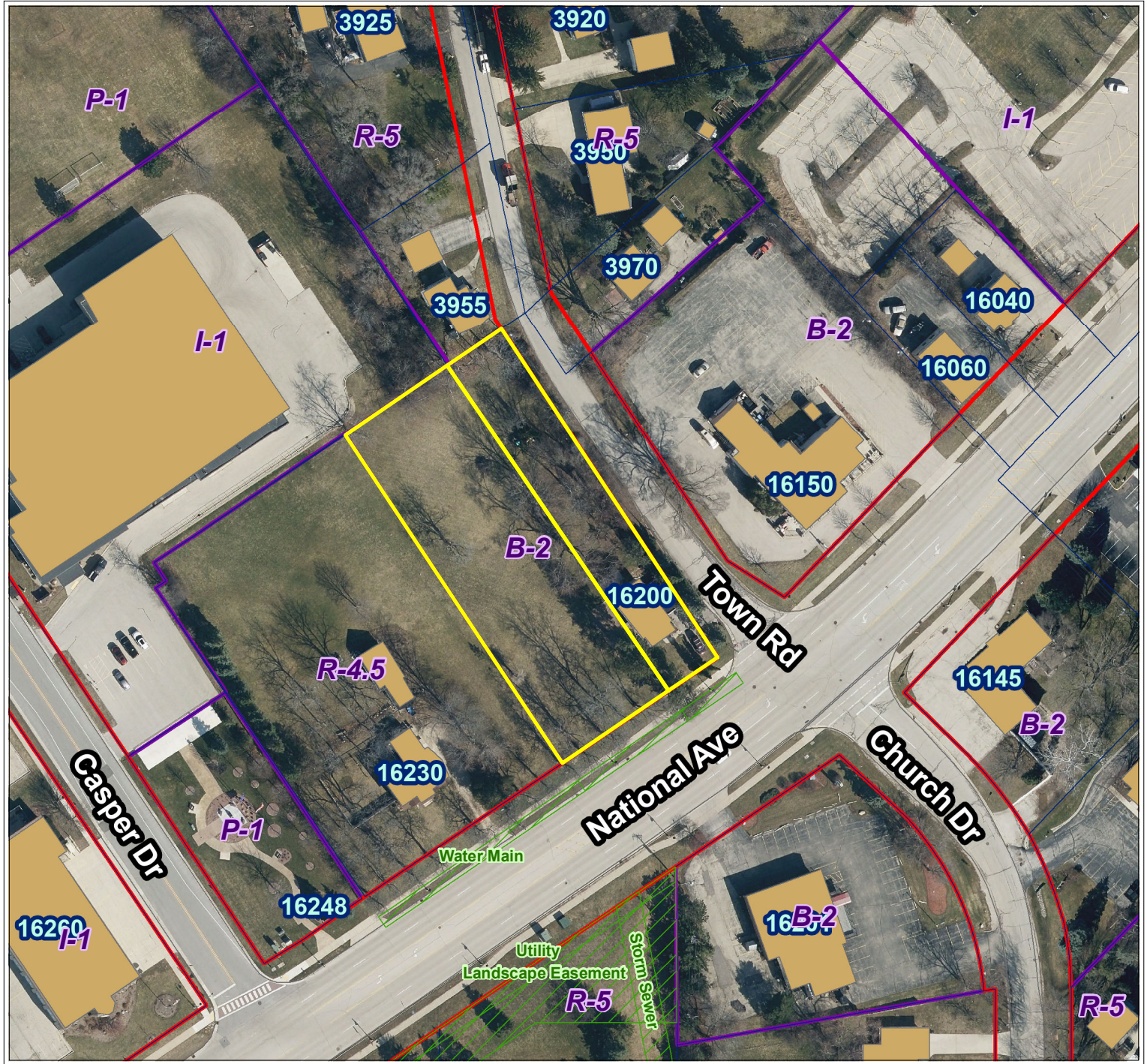
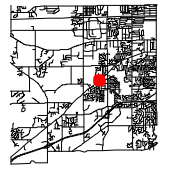
Recommend to Common Council adoption of Ordinance #2708 that approves the rezoning of the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from B-2 to R-4.5: **See Executive Summary.**

**ATTACHMENTS:**

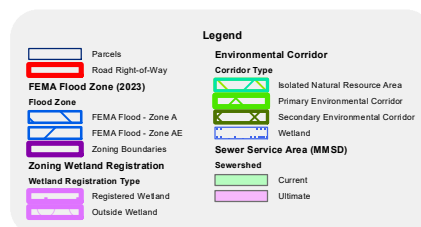
Location Map  
Zoning Comparison Map  
CSM

Ordinance # 2708 (*draft*)





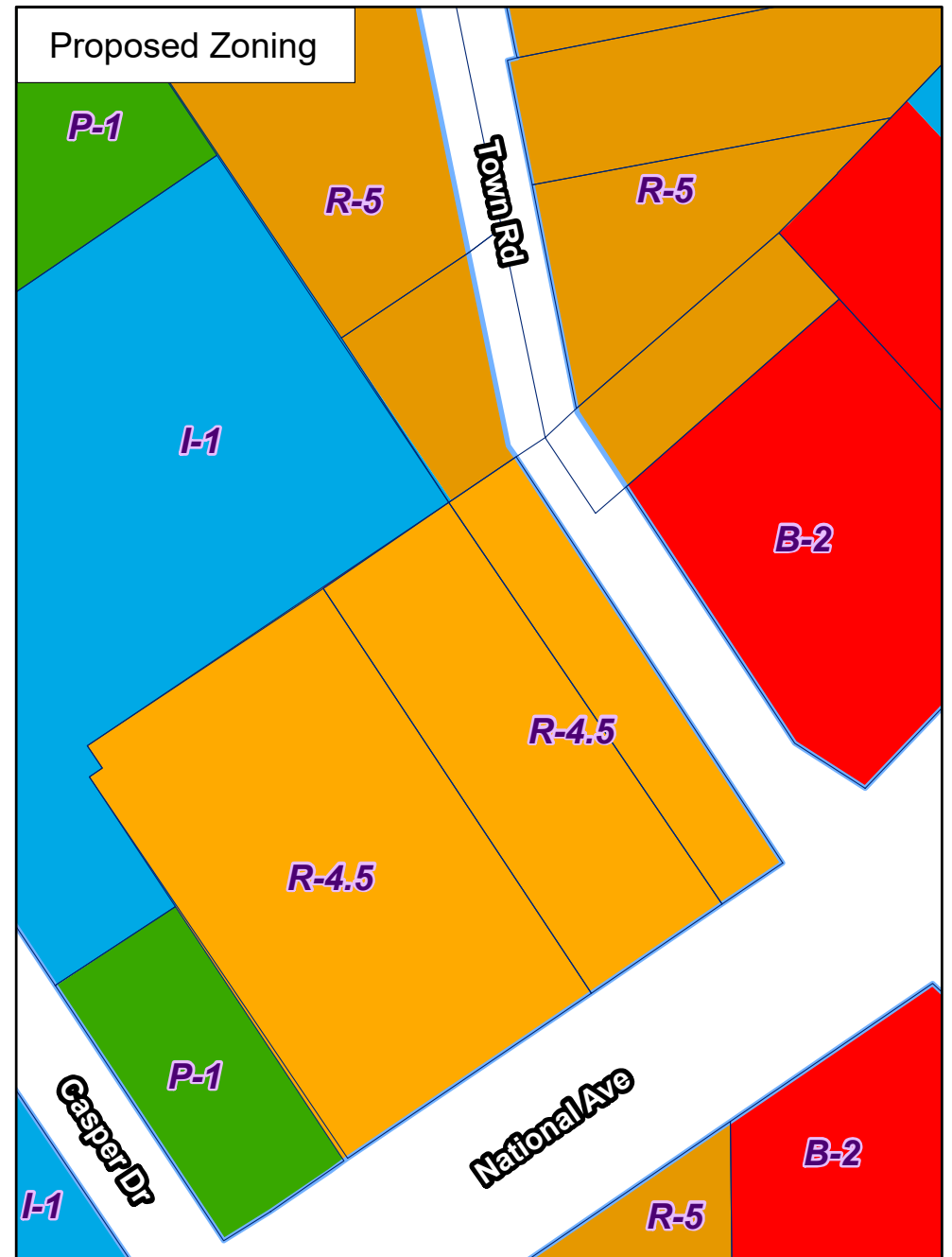
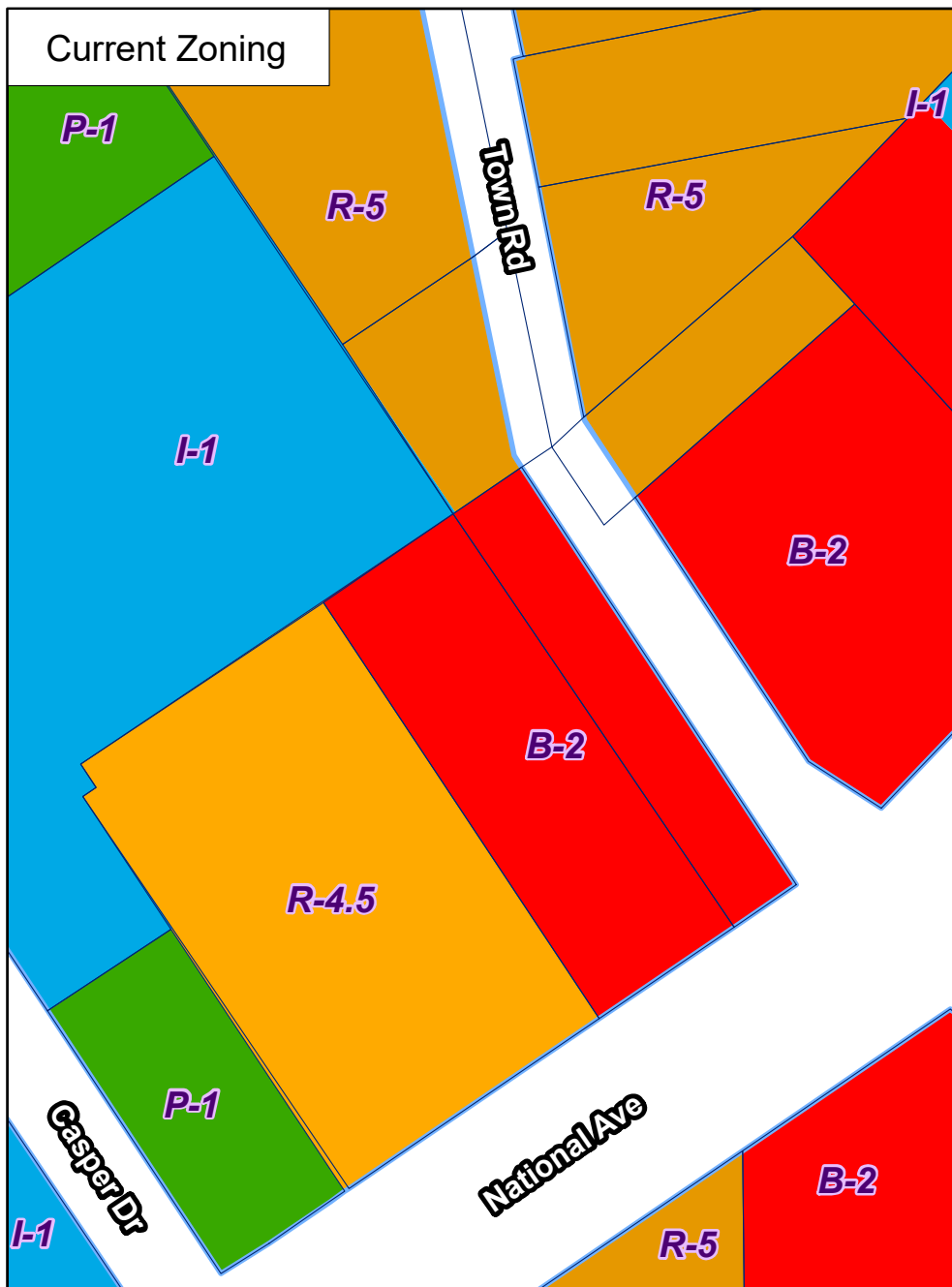
City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org



0 45 90 Feet

The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.



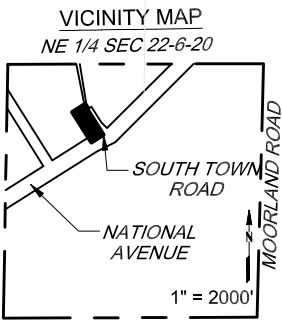


Certified Survey Map\_\_\_\_\_

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin



21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com



Owners:

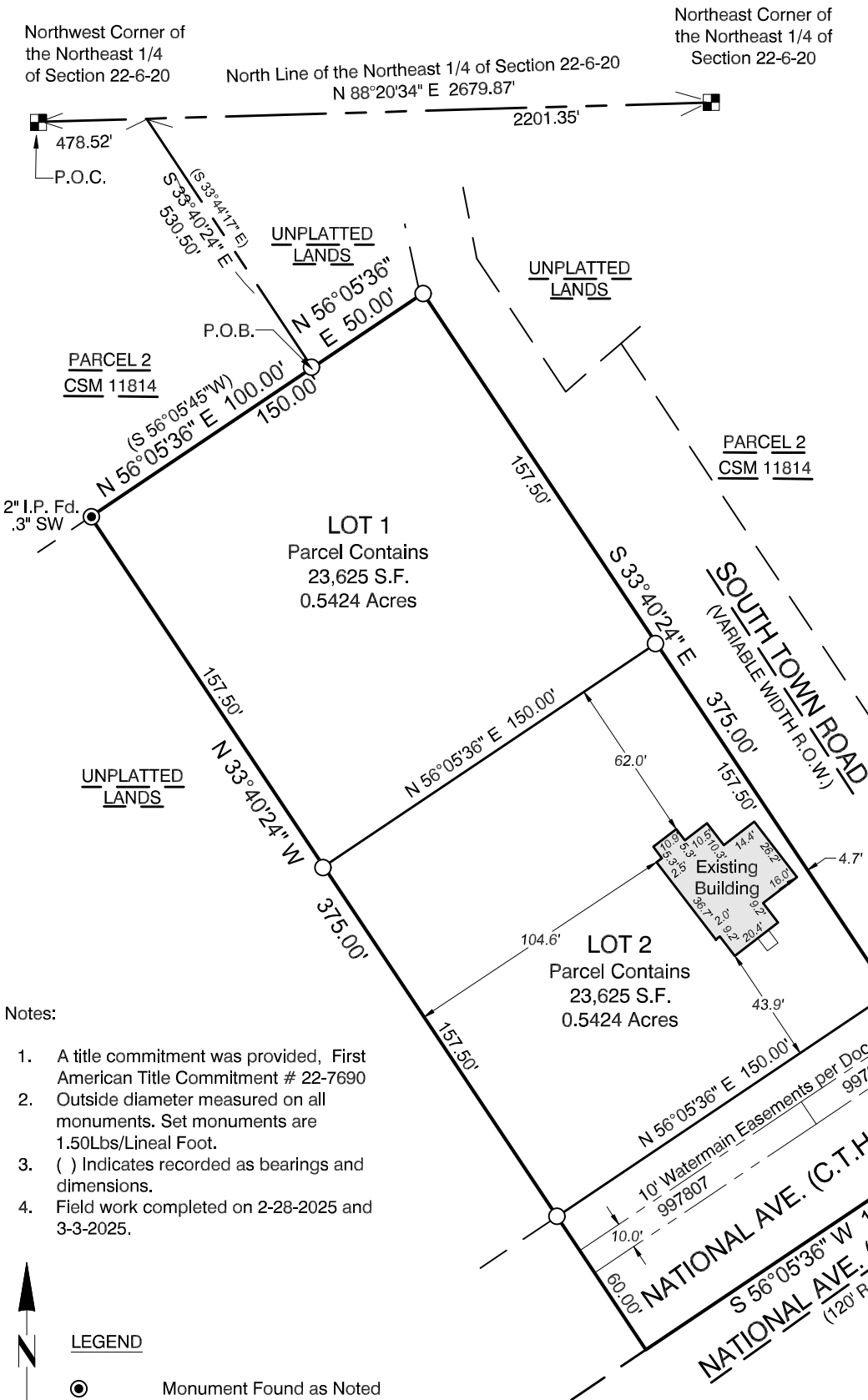
Don's Holdings LLC.  
10501 Manor Park Drive  
West Allis, WI 53227

Site Address:

16200 W. National Ave.  
New Berlin, WI 53151

Surveyor:

Daniel E. Bednar  
21005 Watertown Road  
Suite A2  
Waukesha, WI 53186



- Notes:
- 1. A title commitment was provided, First American Title Commitment # 22-7690
  - 2. Outside diameter measured on all monuments. Set monuments are 1.50Lbs/Lineal Foot.
  - 3. ( ) Indicates recorded as bearings and dimensions.
  - 4. Field work completed on 2-28-2025 and 3-3-2025.

LEGEND

- Monument Found as Noted
- 3/4"X18" Iron Rod Set
- Brass Disc in Conc.



BEARINGS ARE REFERENCED TO NAD 83/2011 IN WHICH THE NORTH LINE OF THE NE 1/4 SECTION, T 6 N, R 20 E, BEARS N 88°20'34" E.



*Daniel E. Bednar*

17th day of March, 2025

This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812 Job# 25062 - JS Sheet 1 of 4



**Certified Survey Map\_\_\_\_\_**

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

**SURVEYOR'S CERTIFICATE:**

I Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel in part of the Northwest 1/4 of the Northeast 1/ 4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section; thence North 88°20'34" East along the North line of said Section, 478.52 feet to a point on the East line of Certified Survey Map Number 11814; thence South 33°40'24" East along said East line, 530.50 feet to the Southeast corner of said Certified Survey Map, and the Point of Beginning of lands described hereafter; thence North 56°05'36" East, 50.00 feet to a point on the Westerly Right-of-Way line of South Town Road; thence South 33°40'24" East along said Westerly line, 375.00 feet to a point on the Centerline of National Avenue; thence South 56°05'36" West along said Centerline, 150.00 feet to a point; thence North 33°40'24" West, 375.00 feet to a point on the South line said Certified Survey Map Number 11814; thence North 55°05'36" East along said South line, 100.00 feet to the point of beginning of this description.

The gross area of said parcel contains 56,250 Square feet or 1.2913 Acres of land more or less.

That I have made such survey, land division and map by the direction of Don's Holdings LLC. , owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of New Berlin in surveying, dividing and mapping same.

Dated this 17th day of March, 2025.

  
Daniel E. Bednar, PLS  
Professional Land Surveyor S-2812



**LAND SURVEYS INC.**

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

Don's Holdings LLC, a limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map.

Donald R. Gehr III, Managing Partner

STATE OF WISCONSIN)  
 )ss.  
 County of {County} )  
 Personally came before me this\_\_\_\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_, {First Name Last Name} {Title} and {First Name Last Name} {Title} of the above named corporation, to me known as the person(s) who executed the foregoing instrument, and to me known to be the {Title and Title respectively} of the corporation, and acknowledged that {they, he, or she} executed the foregoing instrument and acknowledged the same.

Print Name \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, WI.

My Commission Expires: \_\_\_\_\_



**LAND SURVEYS INC.**

---

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
[landsurveys.com](http://landsurveys.com)

Amel E. Beal

This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812 Job# 25062 - JS Sheet 3 of 4



**Certified Survey Map\_\_\_\_\_**

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6  
North, Range 20 East, in the City of New Berlin, Waukesha County,  
Wisconsin

**PLAN COMMISSION APPROVAL:**

Approved by the Plan Commission of the City of New Berlin on this\_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
David Ament,                      Plan Commission Chairman

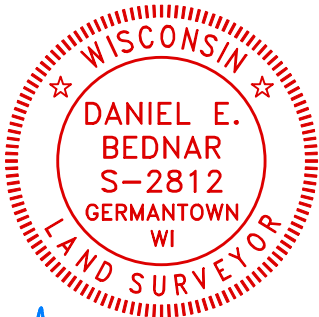
\_\_\_\_\_  
Nikki Jones,                      Secretary

**COMMON COUNCIL APPROVAL:**

This Certified Survey Map, in the City of New Berlin, is hereby approved by the Common Council on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
David Ament,                      Mayor

\_\_\_\_\_  
Rubina Medina,                      City Clerk



*Daniel E. Bednar*



21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

## ORDINANCE NO. 2708

Ordinance to rezone from B-2 (General Retail Sales and Service District) to R-4.5 (Medium-Density Single-Family Residential District)

The Common Council of the City of New Berlin do ordain as follows:

## SECTION I

The City of New Berlin, having received a petition from Donald R. Gehr III on behalf of Don's Holdings LLC to rezone the property located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979 from B-2 to R-4.5:

**EXISTING LEGAL DESCRIPTIONS:****16200 W. National Avenue (Tax Key #: 1237.980)**

PT NW1/4 OF NE1/4 SEC 22 T6N R20E; COM WHRE ELY LINE OF KOEPPEN LAND INTRSECTS CNTRLNE OF JANESVILLE & MUKWONAGO ROAD; NLY ALNG ELY LINE OF KOEPPEN LAND 375 FT; ELY & PARALLEL WITH CNTRLNE OF JANESVILLE & MUKWONAGO ROAD 50 FT; SLY & PARALLEL WITH ELY LINE OF KOEPPEN LAND 375 FT TO CNTRLNE OF ROAD; WLY 50 FT ALNG CNTRLNE TO BGN :: EX ROAD

**Tax Key #: 1237.979**

PT NE1/4 SEC 22 T6N R20E; COM AT NW CRNR; E ALNG N LINE OF SEC 476.95 FT; S32°01'E 531.35 FT TO BGN; S32°01'E 375.00 FT TO CNTRLNE OF JANESVILLE/MUKWONAGO ROAD; S57°45'W ALNG SAID CNTRLNE 100.00 FT; N32°01'W 375.00 FT; N57°45'E & PARALLEL TO CNTRLNE 100.00 FT TO BGN :: EX ROAD

**LANDS TO BE REZONED FROM B-2 to R-4.5:****16200 W. National Avenue (Tax Key #: 1237.980)**

PT NW1/4 OF NE1/4 SEC 22 T6N R20E; COM WHRE ELY LINE OF KOEPPEN LAND INTRSECTS CNTRLNE OF JANESVILLE & MUKWONAGO ROAD; NLY ALNG ELY LINE OF KOEPPEN LAND 375 FT; ELY & PARALLEL WITH CNTRLNE OF JANESVILLE & MUKWONAGO ROAD 50 FT; SLY & PARALLEL WITH ELY LINE OF KOEPPEN LAND 375 FT TO CNTRLNE OF ROAD; WLY 50 FT ALNG CNTRLNE TO BGN :: EX ROAD

**Tax Key #: 1237.979**

PT NE1/4 SEC 22 T6N R20E; COM AT NW CRNR; E ALNG N LINE OF SEC 476.95 FT; S32°01'E 531.35 FT TO BGN; S32°01'E 375.00 FT TO CNTRLNE OF JANESVILLE/MUKWONAGO ROAD; S57°45'W ALNG SAID CNTRLNE 100.00 FT; N32°01'W 375.00 FT; N57°45'E & PARALLEL TO CNTRLNE 100.00 FT TO BGN :: EX ROAD

## SECTION II

The matter came before the City Plan Commission which held a public hearing on the proposed rezoning on May 5, 2025 and recommended approval of said rezoning on June 2, 2025 subject to the application, plans on file, and an ordinance approved by the City Attorney, and the matter having been considered and the rezoning approved on June 10, 2025 by the Common Council.



### SECTION III

The Common Council of the City of New Berlin does hereby approve the rezoning of the lands in the above-described property from B-2 to R-4.5 subject to the application and plans on file.

The Mayor and City Clerk are authorized to execute this Ordinance No. 2708 on behalf of the City of New Berlin.

### SECTION IV

The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

### SECTION V

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

### SECTION VI

This ordinance shall take effect upon passage and publication of a summary notice as required by law, and the City Clerk shall so amend the Code of Ordinances and zoning map of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 10<sup>th</sup> day of June 2025.

APPROVED:

\_\_\_\_\_  
David A. Ament, Mayor

Countersigned:

\_\_\_\_\_  
Rubina Medina, City Clerk

---

# STAFF REPORT

## EXECUTIVE SUMMARY

---

**APPLICANT/PROJECT:** Donald R. Gehr III on behalf of Don's Holdings LLC / 2-Lot Certified Survey Map

**LOCATION:** 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979

**REQUEST:** Approval of a 2-Lot Certified Survey Map

**REVIEW SCHEDULE:**

|                              |           |
|------------------------------|-----------|
| CSM Received:                | 3/19/2025 |
| Completeness Determination:  | 3/19/2025 |
| 90-day time limit expires:   | 6/17/2025 |
| Final Common Council Action: | 6/10/2025 |

**D.R.C. RECOMMENDATION:** Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979, subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
  - a. Parcel 2, east of the subject parcel, should reference CSM 139, not 11814 as shown. Please update prior to submitting final CSM.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
5. Approval of the Comprehensive Plan Amendment (see file #: CP-2500440) and Rezoning (see file #: RZ-2500441) is required prior to action on the Certified Survey Map.

**DETAILS IN ATTACHED STAFF REPORT:**



**CITY OF NEW BERLIN**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**PLAN COMMISSION STAFF REPORT**

Meeting of June 2, 2025

---

**Donald R. Gehr III on behalf of Don's Holdings LLC / 2-Lot Certified Survey Map**  
**16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979**

---

**DATE STAFF REPORT PREPARED:** May 14, 2025

**APPLICANT / OWNER(S):** Donald R. Gehr III on behalf of Don's Holdings LLC / Don's Holdings LLC

**REQUEST / DESCRIPTION OF PROJECT:** Approval of the 2-Lot Certified Survey Map for the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979.

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 3/19/2025

**DATE OF COMPLETENESS DETERMINATION:** 3/19/2025

**PRE-APPLICATION CONFERENCE HELD:** No

Date(s) of Meeting(s): Various calls and emails

Site Visit(s): 4/11/2025

**CONCEPTUAL PLAN:** Yes

**SIZE OF DEVELOPMENT / PARCEL(S):**

Existing -16200 W. National Avenue (Tax Key #: 1237.980): 0.36 acres

Existing - Tax Key #: 1237.979: 0.72 acres

**CURRENT ZONING:** B-2 (General Retail Sales and Service District)

**CURRENT LAND USE:** Residential / Vacant

**PROPOSED ZONING:** R-4.5 (Medium-Density Single-Family Residential)

**PROPOSED LAND USE:** Residential

**PROPOSED LOT SIZE(S):**

Lot 1 - 0.5424 acres (After CSM is recorded)

Lot 2 - 16200 W. National Avenue (Tax Key #: 1237.980): 0.5424 acres (After CSM is recorded)

**PROPOSED DENSITY:** N/A

**ADJACENT ZONING AND LAND USE:**

*North:* Zoning: R-5 & I-1

Land Use: Single-Family Residential / Utility Building

*South:* Zoning: B-2

Land Use: Commercial (Armeli's Restaurant)

*East:* Zoning: B-2 & R-5

Land Use: Commercial (Former Asia Restaurant) / Single-Family Residential

*West:* Zoning: R-4.5

Land Use: Single-Family Residential

**CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE:** Yes, the request meets the intent of this Chapter.

**Chapter 15: Neighborhood “E”: National Avenue East Corridor:** Yes, this submittal meets the intent of this Chapter.

**Planning Context / Vision / Development Policies:**

***Vision:***

- *National Avenue should be an exemplary model of a suburban commercial corridor. Vehicular and pedestrian traffic should coexist in a safe and efficient manner through prominent pedestrian facilities and managed vehicular access. Public streetscape improvements should be coordinated with private landscaping and site design.*
- *Pedestrian access between the National Avenue corridor and nearby residential areas should be increased.*

***Land Use:***

- *Future Land Use Map: Suburban Commercial*
- *2030 Future Land Use Map Suggestion: Urban Residential (See File #: CP-2500440)*



**ZONING CODE (Chapter 275):** Yes, this request meets the requirements of Section 275-33B(5) of the Zoning Code.

**DEVELOPMENT CODE (CHAPTER 235):** N/A

**REZONING REQUIRED:** See file # RZ-2500441.

**CONDITIONAL USE REQUIRED:** No



**PUBLIC HEARING REQUIRED:** A joint public hearing was held on May 5, 2025 for the Comprehensive Plan Amendment (see file #: CP-2500440) and Rezoning (File # RZ-2500441).

**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** No

**Site Plan Required:** Yes, see attached CSM.

**Architectural Review Required:** No

**PROPOSED ARCHITECTURE:** N/A

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** No

**Wetland On Property:** No

**Conservancy Districts (C-1, C-2):** No

**NRCS Map Classification:** Not Inventoried

**Floodplain:** No

**Topography / Geologic:** The site slopes slightly to the northwest.

**BIKE & PEDESTRIAN FACILITIES PLAN:** No improvements identified.

**PARK & OPEN SPACE PLAN:** No improvements identified.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** N/A

**Woodland, Tree, and Vegetation Protection:** N/A

**Wildlife Management Plan:** N/A

**ENVIRONMENTAL IMPACT:** No impact. No changes proposed at this time.

**STORMWATER MANAGEMENT / DRAINAGE PLAN:** Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development.

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** Yes

**Basin Capacity Available:** Yes

**Adequate Linkage:** Yes

**Onsite System Required:** No

**WATER USAGE CALC.:** 250 GPD per new connection average.

**TRAFFIC IMPACT:** There will be no net increase in the number of lots with the proposed land division (See File #: LD-2500442). The ITE estimates the following for a single-family lot:

Weekday AM Peak –0.77 trips per unit

Weekday PM Peak –1.02 trips per unit

Weekend Peak –0.93 trips per unit

**SCHOOL DISTRICT IMPACT:** N/A

Notice Sent to Affected School District(s): No

**PREVIOUS ACTION:**

1936 Existing home constructed.

3/18/1988      Addition to home.

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

**FINDINGS:**

1. The applicant has simultaneously applied for a Comprehensive Plan Amendment (see file #: CP-2500440) and Rezoning (see file #: RZ-2500441). Action for these applications is anticipated for the June 2, 2025 Plan Commission meeting.
2. Per §275-33, the minimum lot area is 15,000 square feet and the minimum lot width is 100' in the R-4.5 District. Minimum lot width for a corner lot is 120'.
3. Per Table 275-33-3, the minimum home size in the R-4.5 District is 1,200 square feet.

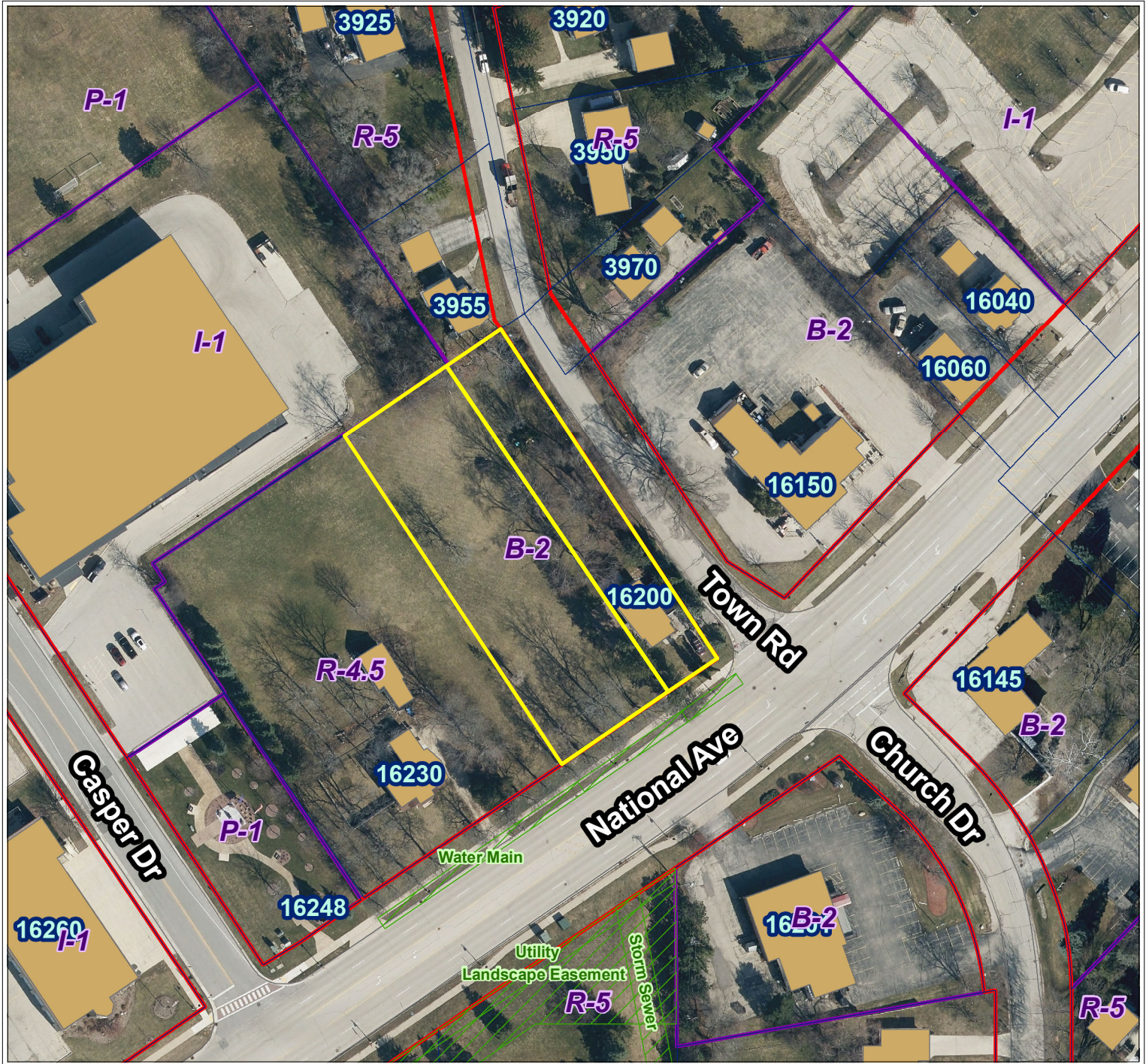
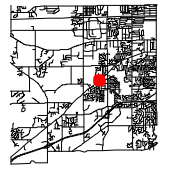
**D.R.C. RECOMMENDATION:**

Recommend to Common Council approval of a 2-Lot Certified Survey Map for the properties located at 116200 W. National Avenue (Tax Key #: 1237.980) and Tax Key #: 1237.979, subject to the application, plans on file and the following conditions: See Executive Summary.

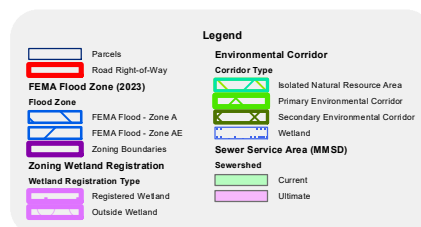
**ATTACHMENTS:**

Location Map  
CSM





City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
www.newberlin.org



0 45 90 Feet

The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.

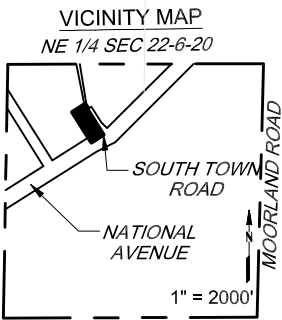


Certified Survey Map\_\_\_\_\_

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin



21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com



Owners:

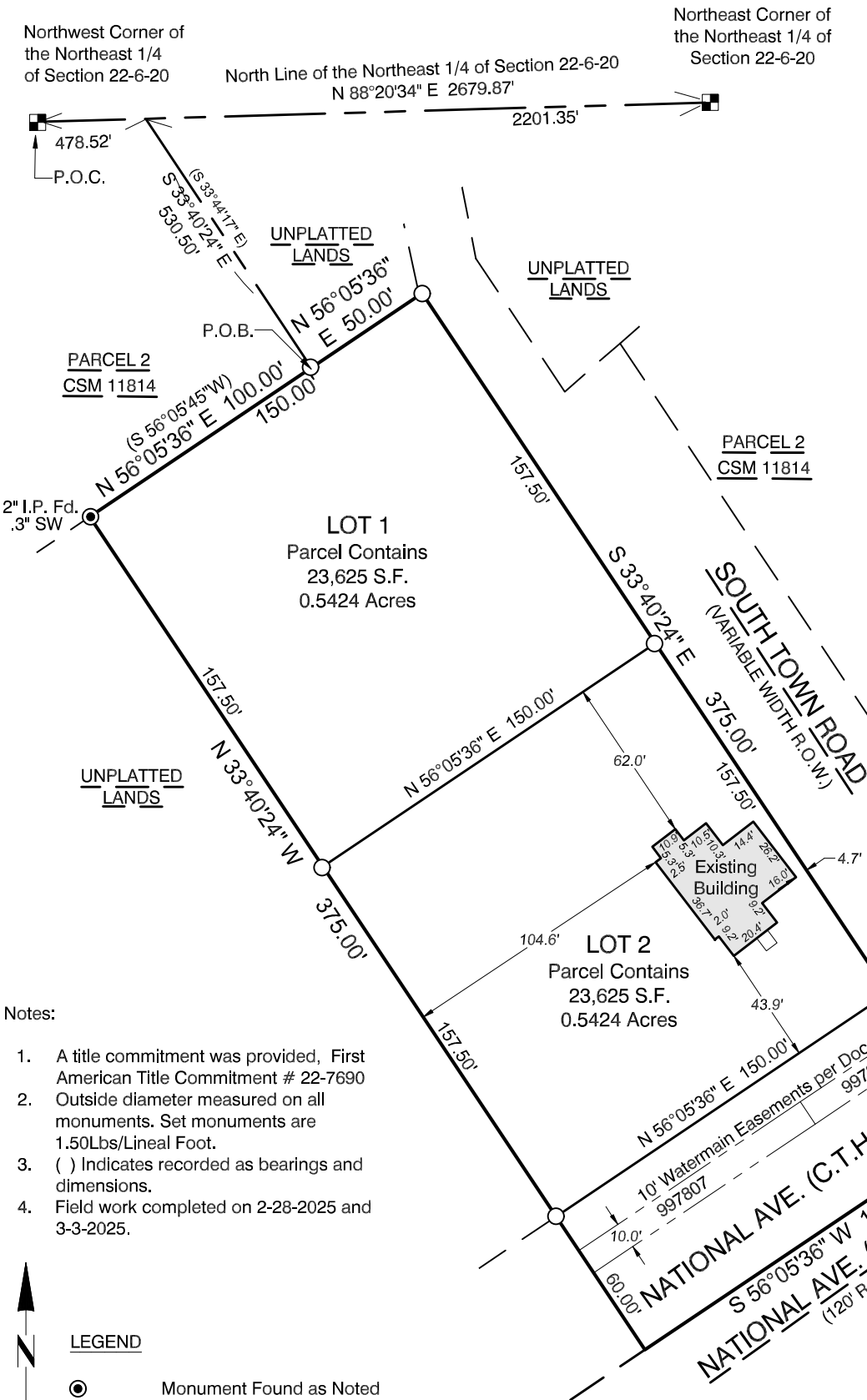
Don's Holdings LLC.  
10501 Manor Park Drive  
West Allis, WI 53227

Site Address:

16200 W. National Ave.  
New Berlin, WI 53151

Surveyor:

Daniel E. Bednar  
21005 Watertown Road  
Suite A2  
Waukesha, WI 53186



Notes:

- 1. A title commitment was provided, First American Title Commitment # 22-7690
- 2. Outside diameter measured on all monuments. Set monuments are 1.50Lbs/Lineal Foot.
- 3. ( ) Indicates recorded as bearings and dimensions.
- 4. Field work completed on 2-28-2025 and 3-3-2025.

LEGEND

- Monument Found as Noted
- 3/4"X18" Iron Rod Set
- Brass Disc in Conc.



BEARINGS ARE REFERENCED TO NAD 83/2011 IN WHICH THE NORTH LINE OF THE NE 1/4 SECTION, T 6 N, R 20 E, BEARS N 88°20'34" E.



*Daniel E. Bednar*

17th day of March, 2025

This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812 Job# 25062 - JS Sheet 1 of 4



**Certified Survey Map\_\_\_\_\_**

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

**SURVEYOR'S CERTIFICATE:**

I Daniel E. Bednar, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel in part of the Northwest 1/4 of the Northeast 1/ 4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section; thence North 88°20'34" East along the North line of said Section, 478.52 feet to a point on the East line of Certified Survey Map Number 11814; thence South 33°40'24" East along said East line, 530.50 feet to the Southeast corner of said Certified Survey Map, and the Point of Beginning of lands described hereafter; thence North 56°05'36" East, 50.00 feet to a point on the Westerly Right-of-Way line of South Town Road; thence South 33°40'24" East along said Westerly line, 375.00 feet to a point on the Centerline of National Avenue; thence South 56°05'36" West along said Centerline, 150.00 feet to a point; thence North 33°40'24" West, 375.00 feet to a point on the South line said Certified Survey Map Number 11814; thence North 55°05'36" East along said South line, 100.00 feet to the point of beginning of this description.

The gross area of said parcel contains 56,250 Square feet or 1.2913 Acres of land more or less.

That I have made such survey, land division and map by the direction of Don's Holdings LLC. , owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of New Berlin in surveying, dividing and mapping same.

Dated this 17th day of March, 2025.

  
\_\_\_\_\_  
Daniel E. Bednar, PLS  
Professional Land Surveyor S-2812



**LAND SURVEYS INC.**

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin

Don's Holdings LLC, a limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map.

Donald R. Gehr III, Managing Partner

STATE OF WISCONSIN)  
 )ss.  
 County of {County} )  
 Personally came before me this\_\_\_\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_, {First Name Last Name} {Title} and {First Name Last Name} {Title} of the above named corporation, to me known as the person(s) who executed the foregoing instrument, and to me known to be the {Title and Title respectively} of the corporation, and acknowledged that {they, he, or she} executed the foregoing instrument and acknowledged the same.

Print Name \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, WI.

My Commission Expires: \_\_\_\_\_



**LAND SURVEYS INC.**

---

21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
[landsurveysinc.com](http://landsurveysinc.com)

And E. Beaton

This Instrument was drafted under the supervision of Daniel E. Bednar, a Professional Land Surveyor, S-2812 Job# 25062 - JS Sheet 3 of 4



**Certified Survey Map\_\_\_\_\_**

That part of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 6  
North, Range 20 East, in the City of New Berlin, Waukesha County,  
Wisconsin

**PLAN COMMISSION APPROVAL:**

Approved by the Plan Commission of the City of New Berlin on this\_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
David Ament,                      Plan Commission Chairman

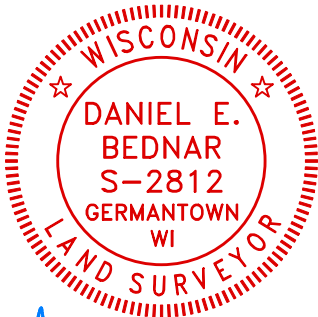
\_\_\_\_\_  
Nikki Jones,                      Secretary

**COMMON COUNCIL APPROVAL:**

This Certified Survey Map, in the City of New Berlin, is hereby approved by the Common Council on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
David Ament,                      Mayor

\_\_\_\_\_  
Rubina Medina,                      City Clerk



*Daniel E. Bednar*



21005 Watertown Rd. Suite A2  
Waukesha, WI 53186 (262) 312-1034  
landsurveysinc.com

---

# STAFF REPORT

## EXECUTIVE SUMMARY

---

**APPLICANT/PROJECT:** Ryan Janssen with Ryan's Buying LLC / 3-Lot Certified Survey Map

**LOCATION:** 5245 S. Martin Road

**REQUEST:** Approval of a 3-Lot Certified Survey Map

**REVIEW SCHEDULE:**

|                              |           |
|------------------------------|-----------|
| CSM Received:                | 4/17/2025 |
| Completeness Determination:  | 4/21/2025 |
| 90-day time limit expires:   | 7/16/2025 |
| Final Common Council Action: | 6/10/2025 |

**D.R.C. RECOMMENDATION:** Recommend to Common Council approval of a 3-Lot Certified Survey Map for the property located at 5245 S. Martin Road, subject to the application, plans on file and the following conditions:

1. Applicant shall correct all drafting errors and requested changes identified by Staff on the final CSM prior to the City signing.
2. A final copy of the CSM shall be submitted and reviewed prior to City signing. All owners and surveyor must sign prior to City signing the CSM. Surveyor Stamp is required.
3. The CSM shall be recorded with Waukesha County Register of Deeds prior to the issuance of any new zoning or building permits.
4. Applicant and/or property owner shall apply for and obtain appropriate building, plumbing and electrical permits prior to any construction on any parcel.
5. The property, which is located outside of the current MMSD Sewer Service District, will require private on-site waste treatments sites (POWTS) for each lot that is created that will meet Waukesha County requirements. POWTS shall be located fully within the property limits.
6. Private water supply wells meeting the requirements of the Wisconsin Department of Natural Resources will also be required.
7. Payment of the Public Site and Open Space fee of \$3,875.20 (2 lot x \$1,937.60/lot) is required prior to the City signing the CSM.
8. Property lines shall be staked and iron pipes flagged.
9. Outlot 1 is owned by the City of New Berlin for Storm water purposes. The drainage path to this pond is through all three of these parcels and shall not be obstructed. This information should be disclosed to all future property owners.
10. No driveway access to National Ave.

**DETAILS IN ATTACHED STAFF REPORT:**



**CITY OF NEW BERLIN  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
PLAN COMMISSION STAFF REPORT**

Meeting of June 2, 2025

---

**Ryan Janssen with Ryan's Buying LLC / 3-Lot Certified Survey Map  
5245 S. Martin Road**

---

**DATE STAFF REPORT PREPARED:** 5/8/2025

**APPLICANT / OWNER(S):** Ryan Janssen with Ryan's Buying LLC / David Rindt

**REQUEST / DESCRIPTION OF PROJECT:** Approval of a 3-Lot Certified Survey Map for the property located at 5245 S. Martin Road.

**DATE OF APPLICATION / DATE FILED WITH CITY CLERK:** 4/17/2025

**DATE OF COMPLETENESS DETERMINATION:** 4/21/2025

**PRE-APPLICATION CONFERENCE HELD:** No

Date(s) of Meeting(s): N/A

Site Visit(s): 5/16/2025

**CONCEPTUAL PLAN:** No

**SIZE OF DEVELOPMENT / PARCEL(S):** 15.27 acres

**CURRENT ZONING:** R-1/R-2 (Rural Conservation Single-Family Residential District)

**CURRENT LAND USE:** Residential

**PROPOSED ZONING:** N/A

**PROPOSED LAND USE:** Residential

**PROPOSED LOT SIZE:**

Lot 1: 5.002 acres

Lot 2: 5.006 acres

Lot 3: 5.254 acres

**PROPOSED DENSITY:** N/A

**ADJACENT ZONING AND LAND USE:**

*North:* Zoning: Rm-1, R-1/R-2, I-1    Land Use: Multi-Family, Single-Family Residential, Institutional

*South:* Zoning: R-3    Land Use: Single-Family Residential

*East:* Zoning: R-3    Land Use: Single-Family Residential

*West:* Zoning: R-3    Land Use: Single-Family Residential

**CONFORMANCE WITH COMPREHENSIVE PLAN AND MUNICIPAL CODE:** Yes

**Chapter 19: Neighborhood I – National Avenue West:**

**Vision:**

- Any development should occur gradually as a mix of lower density single-family development, farms, large areas of preserved open spaces, rural trails and facilities, and small-scale neighborhood oriented retail.

**Development Policies:**

- The allowable base density, before incentives or bonuses, is one dwelling unit per five acres for new developments, with a requirement that an applicant demonstrate the capability of providing Private On-site Wastewater Treatment Systems (POWTS) that satisfy County and State regulations. Applicants should refer to the City Zoning and Development Code for regulations relating to this standard.

**Land use:**

- Future Land Use Map: Country Residential

**ZONING CODE (Chapter 275):** Yes, this request is consistent with §275-33B(1) of the Zoning Code.

**DEVELOPMENT CODE (Chapter 235):** Yes

**REZONING REQUIRED:** No

**CONDITIONAL USE REQUIRED:** No

**PUBLIC HEARING REQUIRED:** No

**USE / SITE / ARCHITECTURAL REVIEW:**

**Use Approval Required:** No

**Site Plan Required:** Yes, see attached CSM.

**Architectural Review Required:** No

**PROPOSED ARCHITECTURE:** N/A

**UNIQUE SITE CHARACTERISTICS:**

**Environmental Corridor:** No

**Wetland On Property:** No. The site was delineated by Heartland Ecological Group and determined that there were no wetlands present.

**Conservancy Districts (C-1, C-2):** No

**NRCS Map Classification:** Not Inventoried

**Floodplain:** No

**Topography / Geologic:** Site slopes to the south.

**BIKE & PEDESTRIAN FACILITIES PLAN:** No improvements identified.

**PARK & OPEN SPACE PLAN:** No improvements identified.

**NATURAL RESOURCES PROTECTION:**

**Limits of Disturbance (LOD):** N/A

**Wildlife Habitat Protection:** N/A

**Wildlife Management Plan:** N/A



**ENVIRONMENTAL IMPACT:** N/A

**STORMWATER MANAGEMENT / DRAINAGE PLAN:** Applicant is required to adhere to all City of New Berlin Codes, Ordinances and Plans regarding storm water conveyance and maintenance as identified by the Department of Community Development.

**SANITARY SEWER PROVISION:**

**Within Current Sewer Service Area:** No

**Basin Capacity Available:** N/A

**Adequate Linkage:** N/A

**Onsite System Required:** Yes

**WATER USAGE CALC.:** N/A

**TRAFFIC IMPACT:** TIA is not required.

**SCHOOL DISTRICT IMPACT:** 0.92 total estimated students

Elementary – 0.46 students (2 lots \* 0.23 students)

Middle – 0.22 students (2 lots \* 0.11 students)

High School – 0.24 students (2 lots \* 0.12 students)

Notice Sent to Affected School District(s): No

**PREVIOUS ACTION:**

7/23/2012 Plan Commission approval 2 Lot CSM.

8/28/2012 Common Council approval 2 Lot CSM.

**CONSISTENCY WITH PREVIOUS ACTION:** Yes

**FINDINGS:**

1. Per §275-33D, the minimum lot area is 5 acres and the minimum lot width is 200' in the R-1/R-2 District. The proposed lots meet the minimum lot dimensions.
2. The site was delineated by Heartland Ecological Group and determined that there were no wetlands present. A report will be submitted to the City stating this determination.

**D.R.C. RECOMMENDATION:**

Recommend to Common Council approval of a 3-Lot Certified Survey Map for the property located at 5245 S. Martin Road, subject to the application, plans on file and the following conditions: **See Executive Summary.**

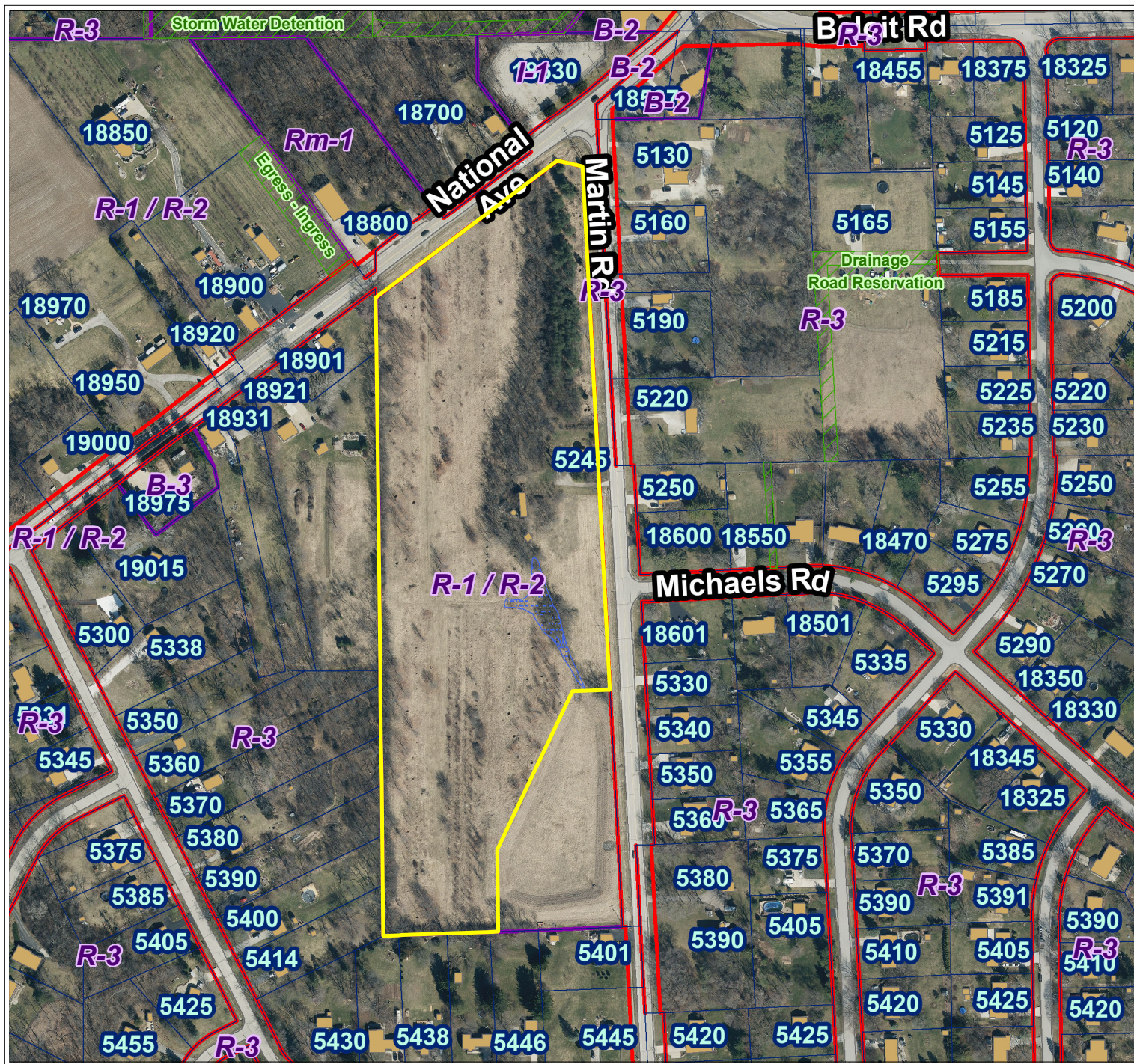
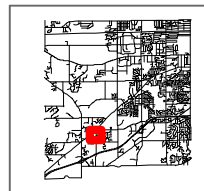
**ATTACHMENTS:**

Location Map

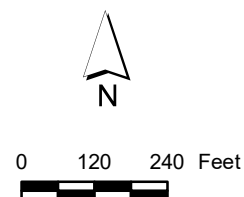
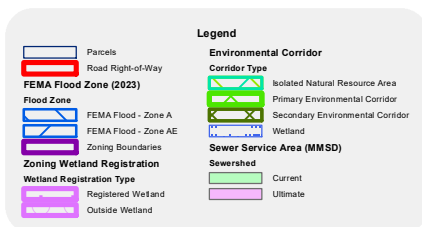
CSM



LD-2500647  
Janssen 3-Lot CSM  
5245 S. Martin Road



City of New Berlin  
Department of Community Development  
3805 S Casper Dr.  
New Berlin WI 53151  
(262) 797-2445  
[www.newberlin.org](http://www.newberlin.org)



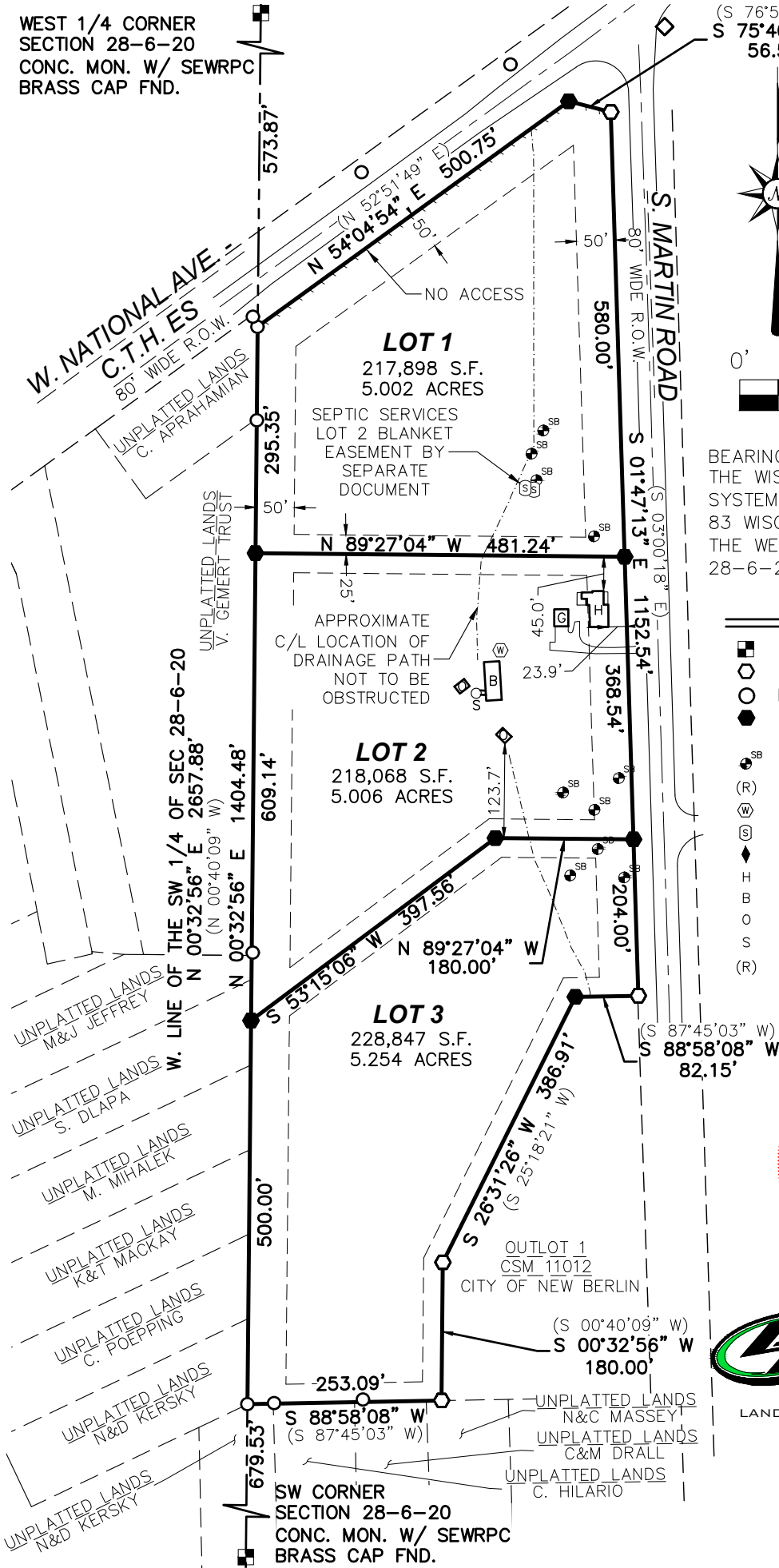
The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means.



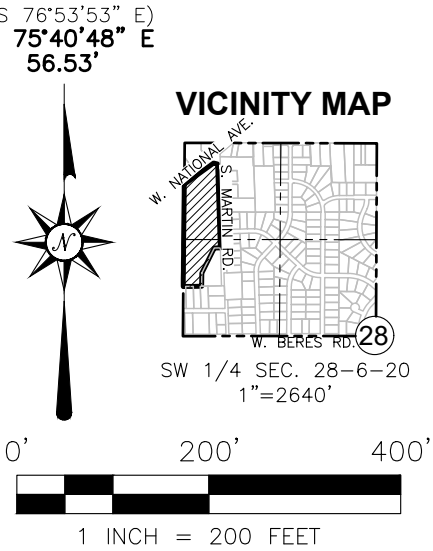
WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 OF CSM 11012 RECORDED AT THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE, OCTOBER 9, 2012, IN V. 107, P. 257-259, AS DOCUMENT NO. 3956973, BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

WEST 1/4 CORNER  
SECTION 28-6-20  
CONC. MON. W/ SEWRPC  
BRASS CAP FND.



VICINITY MAP



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE WEST LINE OF THE SW 1/4 OF SEC. 28-6-20 MEASURED AS N00°32'56"E.

LEGEND

- SECTION CORNER MONUMENT
- FOUND 3/4 REBAR" OR NOTED
- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR
- WEIGHING 1.502 LBS/FT.
- SOIL BORE
- RECORD DIMENSION
- WELL
- SEPTIC VENT
- DRIVEWAY LOCATION
- EXISTING DWELLING
- EXISTING BARN
- EXISTING OUTBUILDING
- EXISTING SILO
- RECORD DIMENSION



LAND SURVEYING • LAND PLANNING  
955 LEXINGTON DRIVE  
OCONOMOWOC, WI 53066  
WWW.LANDTECHWI.COM  
(262) 367-7599

PREPARED FOR:  
RYAN'S BUYING LLC  
PO BOX 510087  
NEW BERLIN, WI 53151

REV 05/19/2025  
REV 05/14/2025  
DATED 04/14/2025  
JOB# 25073  
SHEET 1 OF 3

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 OF CSM 11012 RECORDED AT THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE, OCTOBER 9, 2012, IN V. 107, P. 257-259, AS DOCUMENT NO. 3956973, BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LAND BEING LOT 1 OF CSM 11012 RECORDED AT THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE, OCTOBER 9, 2012, IN V. 107, P. 257-259, AS DOCUMENT NO. 3956973, BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

LOT 1 OF CSM 11012 RECORDED AT THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE, OCTOBER 9, 2012, IN V. 107, P. 257-259, AS DOCUMENT NO. 3956973, BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

LANDS AS DESCRIBED HAVING AN AREA OF 664,813 SQUARE FEET OR 15.262 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE RYAN'S BUYING, LLC OWNER OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF THE CITY OF NEW BERLIN IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MATTHEW T. O'ROURKE, S-2771

**NOTES:**

- EXISTING ZONING: R-1/R-2, CONVENTIONAL SUBDIVISION/CERTIFIED SURVEY MAP
- BUILDING SETBACKS: FRONT = 50, REAR = 50, SIDE = 25.
- W. NATIONAL AVENUE (C.T.H. ES) ESTABLISHED AS CONTROLLED ACCESS HIGHWAY PER DOC. NO. 431711.
- THERE IS NO DRIVEWAY/VEHICULAR ACCESS FROM LOT 1 TO NATIONAL AVENUE.



WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 1 OF CSM 11012 RECORDED AT THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE, OCTOBER 9, 2012, IN V. 107, P. 257-259, AS DOCUMENT NO. 3956973, BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 28, TOWN 6 NORTH, RANGE 20 EAST, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE:**

AS OWNER RYAN’S BUYING, LLC WE HEREBY CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED, DIVIDED AND MAPPED AS SHOWN ON THIS MAP. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: CITY OF NEW BERLIN.

WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
RYAN JANSSEN – MEMBER

STATE OF WISCONSIN )SS  
COUNTY OF \_\_\_\_\_)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED RYAN’S BUYING, LLC, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**CITY OF NEW BERLIN PLANNING COMMISSION APPROVAL**

THIS LAND DIVISION IS HEREBY APPROVED BY THE CITY OF NEW BERLIN PLAN COMMISSION

THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DAVID A. AMENT, MAYOR/CHAIRMAN

\_\_\_\_\_  
NIKKI JONES, PLAN COMMISSION SECRETARY,

**COMMON COUNCIL APPROVAL**

APPROVED BY THE COMMON COUNCIL OF THE CITY OF NEW BERLIN ON

THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DAVID A. AMENT, MAYOR

\_\_\_\_\_  
RUBINA R. MEDINA, CITY CLERK



## Committee of the Whole MEETING MINUTES

---

May 27, 2025 - 6:00 PM  
Council Chambers  
3805 S. Casper Drive

### MINUTES

**1. CALL MEETING TO ORDER**

Mayor Ament called the meeting to order at 6:00 PM

**2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**

City Clerk Rubina R. Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa

Excused: None

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

**3. APPROVAL OF MINUTES**

**A. May 13th, 2025 Committee of the Whole Meeting**

**MOTION:** Motion to approve

**VOTE:** Motion by: Horbinski  
Second by: Kroupa  
Motion Passed 7-0

**4. UTILITY & FINANCE**

**A. Discussion and possible action to recommend to the Common Council approval of the May 28th, 2025, Water Utility claims in the amount of \$14,279.78. Sewer Utility claims in the amount of \$3,634.71 and General City claims in the amount of \$1,524,725.94. We Energies EFT of \$71,339.23.**

**MOTION:** Motion to approve



**VOTE:** Motion by: Stribl  
Second by: Maxey  
Motion Passed 7-0

## **5. LICENSES & PERMITS**

- A.** Discussion and possible action to approve a "Class B" Combination Alcohol License for Tail Spin, LLC, doing business as Tail Spin, located at 6290 S. Martin Rd (formerly Rainbow Restaurant), with Jennifer Halverson as agent, for the current license year ending June 30, 2025, contingent upon the applicant meeting all City requirements, including, but not limited to, completion of all required inspections and full payment of all applicable fees

**MOTION:** Motion to approve

**VOTE:** Motion by: Hopkins  
Second by: Maxey  
Motion Passed 7-0

- B.** Discussion and possible action to recommend Common Council approval of Mary's Caddyshack's Extension of Premise application for the annual Shackfest event, to be held on June 28, 2025, from 12:00 p.m. to 10:00 p.m., extending into the establishment's parking lot as outlined in the application on file

**MOTION:** Motion to approve

**VOTE:** Motion by: Hopkins  
Second by: Stribl  
Motion Passed 7-0

- C.** Discussion and possible action to approve the renewal of alcohol licenses, designated agents, and corresponding premise descriptions as outlined in the attached list, for the license year July 1, 2025, through June 30, 2026, contingent upon the satisfaction of all City requirements, including but not limited to the completion of all required inspections and full payment of applicable fees

**MOTION:** Motion to approve

**VOTE:** Motion by: Maxey  
Second by: Horbinski  
Motion Passed 7-0

## **6. MISCELLANEOUS**

- A.** Discussion regarding goals and directives for the development of the 2026 budget, including a potential tax levy target

No Motion

- B.** Discussion and possible action to recommend to Common Council approval of Ordinance 2711 to amend Chapter 238 of the Municipal Code, Swimming Pools.

**MOTION:** Motion to approve

**VOTE:** Motion by: Harenda  
Second by: Maxey  
Motion Passed 7-0

- C.** Discussion and possible action to recommend Common Council approval of a contract with Trees On The Move in the amount of \$84,222.79 for landscape material and installation at the New Berlin Community Center at Hickory Grove, per the attached Requested Action Statement

**MOTION:** Motion to approve

**VOTE:** Motion by: Stribl  
Second by: Hopkins  
Motion Passed 7-0

- D.** Discussion and possible action to recommend Common Council approval of Resolution 2025-13, authorizing the transfer of \$196,254.52 from the accounts listed in the Requested Action Statement to the Hickory Grove CIP account for Phase 3 of the project

**MOTION:** Motion to approve

**VOTE:** Motion by: Horbinski  
Second by: Stribl  
Motion Passed 7-0

- E.** Discussion and possible action to recommend Common Council approval of a request to authorize the pre-hiring of one sworn police officer in June 2025, in anticipation of at least one expected retirement in 2026, per the attached Requested Action Statement

**MOTION:** Motion to approve

**VOTE:** Motion by: Hopkins



Second by: Maxey  
Motion Passed 7-0

**7. ADJOURN**

**MOTION:** Motion to adjourn at 6:16 PM

**VOTE:** Motion by: Maxey  
Second by: Kroupa  
Motion Passed 7-0

**Respectfully Submitted,  
Rubina R. Medina, City Clerk**

## **RENEWAL ALCOHOL LICENSE APPLICANTS**

The establishments listed below hereby submit their application to the Common Council of the City of New Berlin for an alcohol license, as described herein and in their accompanying application materials, pursuant to the applicable provisions of the Wisconsin Statutes and the Ordinances of the City of New Berlin, for the licensing period ending June 30, 2026. Licenses shall be issued by the City Clerk contingent upon the fulfillment of all statutory and municipal requirements, such as, but not limited to, the successful completion of all required inspections and the payment of all applicable fees.

Page: 1

| Trade Name                                                                                 | Agent Name                                                                                                                                                                                                                                            | Applying for License      |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1. Buffalo Wild Wings<br>15306 W. Beloit Rd<br>New Berlin, WI 53151<br><br>Location:       | Ben P. Sanchez<br>4253 W. Rivers Edge Circle<br>#3<br>Milwaukee, WI 53209<br><br>PREMISE DESCRIPTION: SINGLE STORY BLDG W/ ATTACHED PATIO                                                                                                             | RESERVE "Class B" - Combo |
| 2. New Berlin Liquor<br>12940 W. National Av.<br>New Berlin, WI 53151<br><br>Location:     | Dalip Singh<br>N56 W15743 Scott Ln.<br>Menomonee Falls, WI 53051<br><br>PREMISE DESCRIPTION: SALE IN STORE ON SHELVES, IN COOLER, WALK-IN COOLER. STORE BASEMENT.                                                                                     | "Class A" Retail - Combo  |
| 3. Senor Luna<br>1901 S. Calhoun Rd.<br>New Berlin, WI 53151<br><br>Location:              | Kevin E. Larson<br>1901 S. Calhoun Rd.<br>New Berlin, WI 53151<br><br>PREMISE DESCRIPTION: 1ST FLOOR, OUTDOOR DECK & BASEMENT                                                                                                                         | "Class B" - Combo         |
| 4. Sunnyslope Golf Course<br>4285 S Sunnyslope Rd<br>New Berlin, WI 53151<br><br>Location: | Stu Bloom<br>301 Glacier Ct<br>Waukesha, WI 53188<br><br>PREMISE DESCRIPTION: CLUBHOUSE AND PRO-SHOP OFFICES, BAR, PATIO, RANGE, GOLF COURSE.                                                                                                         | "Class B" - Combo         |
| 5. Tail Spin<br>6290 S MARTIN RD<br>New Berlin, WI 53151<br><br>Location:                  | Jennifer Halverson<br>W174 S6986 Hiawatha Drive<br>Muskego, WI 53150<br><br>PREMISE DESCRIPTION: DINING ROOM, BEHIND BAR, KITCHEN, BACKROOM IN KITCHEN, PATIO AREA.                                                                                   | "Class B" - Combo         |
| 6. Target Store T-1311<br>4798 S. Moorland Rd.<br>New Berlin, WI 53151<br><br>Location:    | Justin Wallschlager<br>926 5th Ave<br>Grafton, WI 53024<br><br>PREMISE DESCRIPTION:<br>ONE STORY BUILDING; STORED IN GROCERY DEPARTMENT AISLES AND COOLERS; SOLD AT FRONT<br>CHECKLANES AND DEDICATED CURBSIDE PICKUP PARKING SPACES IN FRONT OF LOT. | "Class A" Retail - Combo  |



## RENEWAL ALCOHOL LICENSE APPLICANTS

The establishments listed below hereby submit their application to the Common Council of the City of New Berlin for an alcohol license, as described herein and in their accompanying application materials, pursuant to the applicable provisions of the Wisconsin Statutes and the Ordinances of the City of New Berlin, for the licensing period ending June 30, 2026. Licenses shall be issued by the City Clerk contingent upon the fulfillment of all statutory and municipal requirements, such as, but not limited to, the successful completion of all required inspections and the payment of all applicable fees.

Page: 2

| Trade Name |                                                                                   | Agent Name                                                                                                                                                                                                                                                                                                                                                                                                                | Applying for License     |
|------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 7.         | Walgreens #07259<br>3855 S. Moorland Rd.<br>New Berlin, WI 53151<br><br>Location: | Linda M. Wasiak<br>W158 S7286 Martin Rd<br>Muskego, WI 53150<br><br>PREMISE DESCRIPTION: RETAIL DRUG STORE WITH SUNDRIES IN A ONE-STORY BUILDING OF 14,491 SQUARE FEET. LIQUOR IS SOLD ON SALES FLOOR AND COOLERS. OVERSTOCK IS STORED IN LOCKED STORAGE ROOM. INVOICES ARE KEPT IN A FILING CABINET IN THE MANAGERS OFFICE.                                                                                              | "Class A" Retail - Combo |
| 8.         | Walmart #5438<br>15205 W Greenfield Ave<br>New Berlin, WI 53151<br><br>Location:  | Michelle Michek<br>2009 N. 56th St.<br>Milwaukee, WI 53208<br><br>PREMISE DESCRIPTION: One-room, one-story building approximately 152,298 square feet including stalls in parking lot specifically designated for online grocery pickup and Grab n Go area of store. Product is located in coolers and on shelves in Grocery Department and displayed in seasonal aisles. Overstock product is located in Receiving area. | "Class A" Retail - Combo |
| 9.         | Welcome Mart<br>15551 W. Cleveland Ave<br>New Berlin, WI 53151<br><br>Location:   | Harjeet Walia<br>9519 S. River Bend Ct.<br>Milwaukee, WI 53217<br><br>PREMISE DESCRIPTION: INSIDE COOLER & SHELVES & STORAGE IN BASEMENT.                                                                                                                                                                                                                                                                                 | "Class A" Retail - Combo |
| 10.        | Welcome Mart<br>17200 W. Cleveland Ave.<br>New Berlin, WI 53146<br><br>Location:  | Harjeet Walia<br>9519 S. River Bend Ct.<br>Milwaukee, WI 53217<br><br>PREMISE DESCRIPTION: INSIDE CONVENIENCE STORE & STORAGE                                                                                                                                                                                                                                                                                             | "Class A" Retail - Combo |
| 11.        | West Side Pub<br>20385 W. National Ave.<br>New Berlin, WI 53146<br><br>Location:  | Michael J. Jost<br>1613 Grey Fox Trail, Unit D<br>Mukwonago, WI 53149<br><br>PREMISE DESCRIPTION: MAIN LEVEL BAR, BACK PATIO, BASEMENT STORAGE, ATTIC.                                                                                                                                                                                                                                                                    | "Class B" - Combo        |

# Human Resource Department

Common Council Update  
Tuesday, June 10, 2025





# The Team



- Rebecca Freisleben
  - Benefit & Leave Specialist
  - Main focus: benefit administration and leave processing
  
- Adam Loose
  - Human Resource Coordinator
  - Main focus: Hiring and onboarding
  
- Melissa Beck
  - Human Resource Director
  - Main focus: Overall HR strategy to improve employee performance, employee engagement and employee retention

# Department Vision



- Improve employee engagement through effective communication and education for all employees.
- Cultivate trust and respect to maintain positive interactions with employees.
- Fulfill statutory duties and maintain the highest standards of ethics and integrity.
- Position the Human Resource Department as a Center of Excellence with a focus on initiatives to improve performance, growth and employee satisfaction.



# Hiring Update



- We have hired on 23 regular PT/FT employees so far to date in comparison to 46 new hires for all of 2024
- We have had 13 employees resign to date in comparison to 45 employees for all of 2024
- We have had 1 retirement to date in 2025 in comparison to 12 in 2024
- In addition to our regular hiring, we onboarded 79 Seasonal Staff so far this year

# Hiring Update



| Department | 2024 | 2024 | In Process |
|------------|------|------|------------|
| Assessors  | 1    | 0    | 0          |
| City Clerk | 1    | 0    | 0          |
| DPW        | 9    | 5    | 2          |
| DCD        | 0    | 1    | 1          |
| Finance    | 1    | 0    | 0          |
| Fire       | 7    | 6    | 0          |
| IT         | 0    | 0    | 0          |
| PD         | 4    | 5    | 3          |
| HR         | 2    | 1    | 0          |
| Library    | 9    | 4    | 0          |
| Recreation | 9    | 0    | 2          |
| Utilities  | 3    | 1    | 0          |



# HR Update



- The HR Team updated our applicant tracking system (ATS)
  - Created efficiency for HR and Hiring Managers
  - Created a seamless process for our candidates with onboarding
  
- The HR Team has been updating our training portal
  - Creates online tracking for trainings for staff
  - Supervisors can manage their staff and trainings as needed
  - We are working on creating training schedules based on departments and positions
  
- The HR Team revived wellness
  - Formed a wellness committee
  - Wellness logo, wellness challenges, national fun days, newsletter
    - Our first challenge was a step challenge in April for 4 weeks; 38 employees participate, and the top winner had 785,126 steps



# HR Update



- Safety Committee
  - Updated the Emergency Response Plan
  - Created SRP Posters for all city buildings/departments
  - Worked with Fire to offer 3 CPR/AED trainings for staff in 2025
  
- Policy updates
  - Handbook was updated this year; this is reviewed every year and updated as needed
  - HR Law boards have all been updated
  
- Anti-Harassment Training for all staff will be held this year
  - This is required every two-years
  - We will be adding additional trainings
  
- Compensation Study
  - The adjustments from the compensation study will take effect the first full payroll in July
  - Employees will receive notification of adjustments at the end of June



# Upcoming Items



- Finance and HR are just starting the implementation for a time and attendance system for the Fire Department union personnel; after this is complete, we will be working with PD to move forward with the implementation for time and attendance for their union staff
- Finance, DPW, Clerks and HR are working on streamlining the City's processes for tracking, reporting, and filing claims on insurable assets for the City
- Facilities, PD, IT and DPW are working through setting up door access procedures and assigning door access groupings to positions
- Finance and HR are evaluating moving the city's health insurance to a self-funded platform; this decision would need to be made by the end of August for the City to meet the implementation deadlines for a 1/1/2026 effective date

# Why Are We Looking at Self-Insurance?

## CNB Loss UHC Ratio

|                              | WEA<br>2021        | WEA<br>2022        | UHC<br>2023        | UHC<br>2024        | UHC<br>Estimated 2025* | UHC<br>Anticipated 2026<br>Renewal |
|------------------------------|--------------------|--------------------|--------------------|--------------------|------------------------|------------------------------------|
| Medical Claims               | \$2,748,620        | \$2,678,096        | \$1,656,487        | \$2,956,624        |                        |                                    |
| Rx Claims                    | \$679,886          | \$727,187          | \$842,627          | \$817,522          |                        |                                    |
| <b>Total Claims</b>          | <b>\$3,428,506</b> | <b>\$3,405,283</b> | <b>\$2,499,114</b> | <b>\$3,774,146</b> | <b>\$3,415,319</b>     | <b>\$3,616,498</b>                 |
| % Increase                   |                    | -0.7%              | -26.6%             | 51.0%              | -9.5%                  | 5.9%                               |
| <b>Fully Insured Premium</b> | <b>\$3,319,032</b> | <b>\$3,322,736</b> | <b>\$3,036,866</b> | <b>\$3,151,097</b> | <b>\$3,426,117*</b>    | <b>\$4,520,622</b>                 |
| % Increase                   |                    | 0.1%               | -8.6%              | 3.8%               | 8.7%                   | 31.9%                              |
| <b>Loss Ratio</b>            | <b>103.3%</b>      | <b>102.5%</b>      | <b>82.3%</b>       | <b>119.8%</b>      | <b>99.7%</b>           | <b>80.0%</b>                       |
| Target Loss Ratio Claims     | \$2,655,226        | \$2,658,189        | \$2,429,493        | \$2,520,878        | \$2,740,894            | \$3,616,498                        |
| Difference to Target         | \$773,280          | \$747,094          | \$69,621           | \$1,253,268        | \$674,425              | \$0                                |

\*Does not backout the \$285k of monthly premium credit

- Estimated 2025 claims are projected to be lower than 2024 claims, but equal to the projected fully insured premium.
- Anticipated 2026 UHC renewal is projected at their target loss ratio of 80%. CNB has exceeded that all three years with UHC, as well as the two years prior with WEA.
- Premium reconciliation is coming, and the UHC renewal could be as high as 32% for 2026.
- 2025 One Month Premium credit estimated at \$285k

*\*This illustration is only fully-insured premium. HRA and HSA expenses not included.*



## How Does CNB Compare?

### How does CNB compare to Acrisure Book of Business in key metrics on a per member basis?

- 2024 total claims were \$3.7M which is about \$230k more than the Acrisure norm based on enrollment. (Not inclusive of HRA)
- High-cost claimants (>\$50k) drove the spend increase for 2024 accounting for an additional \$1.2M and are 53% higher than the Acrisure norm.
  - 20 claimants vs an expected 12.
  - 9 are likely reoccurring
  - 6 members accounting for \$634k in high-cost prescription drugs.
  - Driven primarily by employees. 12 compared an expected 5.
- Underlying claims are 26% under the Acrisure the norm pointing to a relatively health population.
- Higher than average membership. Not uncommon for public sector employers.
  - Can provide a better spread of risk
  - Generally, results in lower unit cost, but higher than average on a total cost basis.

| 2024 Key Metrics       | % Variance |
|------------------------|------------|
| Total Plan Paid PMPY   | 7%         |
| Medical Claims PMPY    | 5%         |
| Rx Claims PMPY         | 13%        |
| HCC > \$50k PMPY       | 53%        |
| Underlying Claims PMPY | -26%       |
| Excess Membership      | 25%        |

Self-insurance allows you to directly manage pharmacy contracts, capture rebates, control specialty drug costs, and build proactive strategies around high-risk members instead of being locked into fully insured rates.

## Advantages of Self-Insurance?

- **Data Ownership and Accessibility:** Access to robust claims data. Fully insured data is limited and months only. Without real-time data, CNB is “flying blind”.
- **Plan Design Flexibility:** The HRA can be absorbed into the plan design.
- **CNB is running out of “moves”**
  - The Claims vs. Premium cliff is inevitable and CNB needs to get ahead of it.
  - CNB needs to squeeze the waste from the health care delivery supply chain and is limited by the fully-insured construct.
  - Self-insured allows CNB to deploy strategies to address segments like high-cost prescription drugs, stop loss levels, meaningful wellness programs, sites of care, etc.
  - Other fully insured options have been exhausted.
  - Employers with enough plan participation generally “win” in the long-term.



# Risks of Self-Insurance?

## Catastrophic Claims Risk

- One or two very high-cost claimants (such as cancer, NICU, transplants) can heavily impact the current and future plan years.
- **Specific stop-loss:** Caps risk for each individual on the plan with a deductible and reimburses the plan for claims that exceed a set threshold. For CNB, the likely level will be around \$100k-\$125k.
- **Aggregate Stop-Loss:** Protects against unusually high total claims across the entire group.
- Stop loss carriers insure for “unknown” risk.

## Assessment of a laser

- Stop loss insures unknown risk. When a large individual risk is known, the stop loss carrier can shift the cost back to the city for that individual risk by raising the deductible higher than the standard level in the following contract year. The level is dependent upon the expected claims.

- **Cash Flow Risk**

- Monthly claims variability
- Claims lag and maturity
- Timing of large claims and stop-loss reimbursements
- Reserve build-up
- Year-end accruals and IBNR

## HR Team Considerations

**The CNB team will need to manage cash flow, build reserves, monitor claims activity, and oversee stop-loss protection to control risk and ensure plan stability.**

| Category                      | Fully Insured                                               | Self-Insured                                                                                                                                         |
|-------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor Management             | One carrier relationship                                    | Multiple vendors (TPA, PBM, stop-loss, wellness vendor, etc.) — Acrisure partners with CNB to coordinate                                             |
| Plan Design Flexibility       | Limited — pick from carrier options                         | High — Acrisure advises CNB on customizing plans to workforce needs                                                                                  |
| Plan Document Involvement     | Carrier provides boilerplate documents                      | CNB owns the plan document (SPD)                                                                                                                     |
| Implementation Process        | Carrier-driven, simple rollout                              | More active HR involvement — Acrisure drives and project-manages implementation alongside HR                                                         |
| Eligibility Management        | Carrier processes eligibility changes                       | CNB sends eligibility feeds                                                                                                                          |
| Meeting Cadence with Acrisure | Annual or semi-annual renewal meetings                      | Ongoing monthly meetings to review performance and trends                                                                                            |
| Compliance Responsibility     | Carrier handles most compliance                             | HR and Finance share responsibility — Acrisure provides compliance checklist tracking and audit support                                              |
| Cash Flow and Funding         | Fixed premium paid monthly                                  | HR and Finance oversee funding — Acrisure helps forecast and monitor funding needs                                                                   |
| Claims Decision Involvement   | Carrier makes final decision on disputed or appealed claims | Employer (Plan Sponsor) has authority to review and approve/deny appealed claims — Acrisure supports with guidance and best practice recommendations |
| Fiduciary Role                | Limited employer responsibility                             | Employer becomes fiduciary — Acrisure supports documentation, ERISA best practices, and plan governance                                              |



# What Changes Will Employees See?

**For most employees, the network stays the same, costs feel familiar, and the experience is largely seamless — with better access to savings programs and smarter support. The biggest differences are behind the scenes — not at the doctor's office.**

- Provider networks will likely remain the same
- ID cards and phone numbers may stay the same or look slightly different if a third-party administrator (TPA) is used, but access to care will not change.
- Copays, deductibles, and out-of-pocket maximums can also remain very similar if the employer designs the plan that way.
- Employees may see a different carrier logo on their ID card
- Customer service may change depending on a TPA change.
- Claims payments may process slightly differently behind the scenes, although most employees will not notice a difference unless an issue arises.
- Employees may gain access to new or enhanced programs such as wellness incentives, second opinion services, or specialty drug funding options.
- If a specialty medication program is introduced, employees requiring high-cost medications may work with an advocate to access their treatments at no cost.
- Overall, for most employees, the network stays the same, costs feel familiar, and the care experience remains smooth — with some new opportunities for smarter support and greater savings.

# How a Self-Insured Program Works

## The Key Differences between Fully-Insured and Self-Insured

| Feature                  | Fully Insured Model                                            | Self-Funded Model                                                       |
|--------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------|
| Cost Structure           | Fixed monthly premium based on carrier projections             | Pay actual claims + fixed costs (TPA, stop-loss)                        |
| Risk Exposure            | Carrier takes the risk (within renewal rates)                  | Employer retains risk, capped by stop-loss                              |
| Data Access              | Limited and delayed                                            | Full real-time access to claims and trends                              |
| Plan Design Flexibility  | Limited to carrier templates                                   | Fully customizable based on employee needs. No state mandated benefits. |
| Vendor Control           | Bundled with carrier                                           | Employer selects TPA, PBM, wellness partners                            |
| Savings Opportunity      | Carrier retains surplus as profit                              | Employer keeps any savings from better plan performance                 |
| Renewal Volatility       | Renewal rates based on pooled risk with limited justification. | Renewal based on actual plan experience + trend                         |
| Cash Flow Impact         | Predictable monthly payments                                   | Variable claims funding (but can be smoothed)                           |
| Wellness ROI             | Carrier retains most financial upside                          | Employer captures savings from improved outcomes                        |
| Stop-Loss Protection     | Not applicable (carrier assumes total risk)                    | Specific and Aggregate Stop-Loss limit employer exposure                |
| Trend Management Ability | Limited — wait for carrier renewal                             | Active — intervene mid-year based on claims data                        |
| Renewal Timing           | Often 60-90 days in advance of the renewal                     | Can be projected well in advance                                        |





**Thank you for all that you do!**

**QUESTIONS?**



**REQUESTED ACTION STATEMENT**

**TO:** Common Council  
Mayor Dave Ament

**FROM:** Gregory Kessler, AICP – Director of Community Development 

**RE:** Requested Action Statement for the approval of a Memorandum of Understanding between the City of New Berlin and the New Berlin School District establishing a student reunification site and terms of use for the Activity and Recreation Center (ARC).

**DATE:** May 29, 2025

**REQUESTED ACTION:** Requested Action Statement for the approval of a Memorandum of Understanding between the City of New Berlin and the New Berlin School District establishing a student reunification site and terms of use for the Activity and Recreation Center (ARC).

**FISCAL IMPACT:** Not Applicable

**SOURCE OF FUNDS:** Not Applicable

**RATIONALE / BACKGROUND:** This Memorandum of Understanding (MOU) establishes the City of New Berlin's Activity and Recreation Center (ARC) as a potential student reunification location should the New Berlin School District need a location adequate in size for students and staff to evacuate to during emergency situations.

The terms of notification and use of the ARC are outlined within the MOU. Having an identified and agreed upon reunification site is an essential component in a response to a school crisis of a larger scale to reunify students with their parents and/or families.

The ARC is ideally suited to serve in this capacity as it has several larger rooms and a gymnasium so that students can be divided up by grade level which makes for more efficient reunification operations and supervision.



The MOU calls out that the school district shall be financially responsible for replacing, restoring or repairing any damage that may occur by their use of this facility for this purpose, and they agree to reimburse the city for those expenditures of personnel required to maintain and make the facility available to the school district, including overtime costs.

This MOU has been reviewed by the City Attorney and those edits have been reflected in this final version and the New Berlin School District approved this MOU in April 2025.

**School District of New Berlin  
Memorandum of Understanding  
Regarding student reunification Facilities**

This agreement is made and entered into between the School District of New Berlin and The City of New Berlin to establish student reunification site locations and terms of use in the event of an evacuation and reunification of students and staff of the School District of New Berlin at the City of New Berlin Activity & Recreation Center (ARC)

The School District of New Berlin will immediately and directly notify The City of New Berlin officials and staff as identified on the attached Exhibit A of the desire to make use of space at the city Activity & Recreation Center for student reunification via email or telephone call. Notification shall not be deemed to have been made until a City Official from the list on Exhibit A has acknowledged the request via responsive email or telephone call and the availability of the Activity & Recreation Center. The notification shall include the number of students and staff involved and the timeline for their projected arrival at the Activity & Recreation Center, as well as the identity of the onsite supervisor on behalf of the school district and that person's contact information. The ability and timing for the city to make space available at the Activity & Recreation Center will be directly related to the amount of space needed and the timing necessary to terminate existing programming and to release minor participants to their guardians. The City will make its best efforts to make adequate space available but that availability will be limited by the needs of existing programming. The City will advise the School District of New Berlin of the projected timeline for the availability of the space within a reasonable time following the notice of the School District of New Berlin's desire to make use of space at the Activity & Recreation Center. Contact information between the two parties shall be referenced in the attached Exhibit A.

Subject to the terms of this agreement the City of New Berlin agrees to open the City of New Berlin Activity and Recreation Center located at 15321 W National Ave, New Berlin, WI 53151, to provide a location for reunification for students and staff evacuated during emergency situations when the students and staff have a need to be moved from their existing school environment. The City of New Berlin Activity & Recreation Center has a capacity to accommodate approximately 1,000 people in the main level of its phase two gymnasium area, which may vary based on programming which may be occurring at the time of the request. Additional space to be used for staging and reunification logistics.

The City of New Berlin understands that their organization will be responsible for opening the building (or providing access to a School District of New Berlin Administrator, or local law enforcement assisting with the reunification efforts) and developing procedures for making the building accessible, including rest rooms and an area with phone and internet connection (if available) for School District of New Berlin administrative personnel. Furthermore, School District of New Berlin will provide supervision for all students and staff during the time that the facility is used as an emergency reunification site. The School District of New Berlin agrees that it will manage its use of City of New Berlin facilities for this reunification in accordance with national student reunification best practices, for example the standards recommended by the "I Love You Guys Foundation."

The School District of New Berlin agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse The City of New Berlin



Activity & Recreation Center for any items, materials, equipment or supplies that may be used by the district in the conduct of its sheltering activities in said facilities. The School District of New Berlin will maintain supervision of students at the facility and will ensure that they only will be present in those portions of the building authorized by the City of New Berlin.

The School District of New Berlin will provide proof of liability insurance coverage which includes the City of New Berlin Activity & Recreation Center as an additional insured on a primary and noncontributory basis. The School District of New Berlin further agrees to indemnify and hold harmless the City of New Berlin its officers, elected officials, employees and assigns as and against any claims, demands, costs, actions or causes of action, including attorney fees, which may be made against the aforementioned indemnified parties arising from the use by the New Berlin School District its employees, students and staff of the City of New Berlin Activity & Recreation Center as a student reunification facility pursuant to this agreement except to the extent any such claims, demands, costs, actions or causes of action arise as a result of the negligent or intentional conduct of the City of New Berlin. Notwithstanding the foregoing, nothing contained within this agreement is intended to be a waiver or estoppel of the School District of New Berlin or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the School District of New Berlin or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for governmental claims established by Wisconsin Law.

The School District of New Berlin will be responsible for replacing, restoring or repairing damage occasioned by the use of any building, facilities or equipment belonging to The City of New Berlin as part of any reunification event unless such damage is caused by the negligent or intentional acts of the City of New Berlin.

The School District of New Berlin will reimburse The City of New Berlin for any bona fide expenditure of personnel required to maintain and make the facility available to the School District of New Berlin, including overtime costs, upon production of receipts or time sheets. Notwithstanding the foregoing the School District of New Berlin will not pay any operational or administrative fees to The City of New Berlin.

The City of New Berlin and The School District of New Berlin shall provide any and all releases of information to the press and media through a Joint Information Center (JIC). Requests for interviews or information submitted to The City of New Berlin and the School District of New Berlin shall be directed to the JIC comprised of the School District of New Berlin's Public Information Officer (PIO) and the City of New Berlin's Public Information Officer (PIO) for a response.

The School District of New Berlin will make every effort to recognize the hospitality of The City of New Berlin Activity & Recreation Center in any press or media releases pertaining to the relocation and sheltering of students and staff.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, the State of Wisconsin, County of Waukesha, or the City of New Berlin. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This agreement shall become effective on May 01, 2025 and may be modified upon the mutual written consent of the parties.

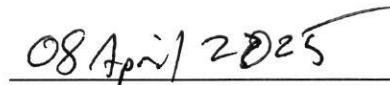
The terms of this agreement, as modified with the consent of both parties, shall be self-renewable for a period of five (5) years from the end date of the agreement unless written termination is given by either party. Either party, upon sixty (60) days written notice to the other party, may terminate this agreement.

The terms of this agreement, may only be modified with the written consent of both parties,

AND NOW, this \_\_\_\_ day of \_\_\_\_ 2025, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.



Patrick L. Miller – CFO/COO,  
School District of New Berlin



Date

The City of New Berlin



David A. Ament, Mayor



Date





## REQUESTED ACTION STATEMENT

May 22, 2025

**TO:** Mayor Ament  
Common Council

**FROM:** Chief Mark Polzin, Fire Department

**ISSUE:** The Fire Department is preparing to transition its Electronic Patient Care Reporting (ePCR) system from ESO to First Due in alignment with changes to the department's Records Management System. The current contract with EMS Management Consultants (EMS|MC), which includes coverage of ePCR software costs, references ESO as the software provider. To accurately reflect the department's upcoming transition and ensure continued billing and reporting services, EMS|MC has issued a revised contract identifying First Due as the new ePCR software provider.

### REQUESTED:

Recommend that the City Council authorize the New Berlin Fire Department (NBFD) to enter into a revised contract with its ambulance billing provider, EMS Management Consultants (EMS|MC). The revised contract will allow EMS|MC to contribute toward a portion of the total cost of the NBFD's Records Management System license fee, reflecting the department's transition to the First Due platform for electronic patient care reporting.

### FISCAL IMPACT:

There is no fiscal impact to the City. The ambulance collection rate will remain unchanged at 4.85%. Under the current agreement, EMS Management Consultants (EMS|MC) pays \$11,062.48 annually for the NBFD's ePCR software, ESO. Under the revised contract, EMS|MC will instead pay \$11,200 annually to First Due for maintenance of the new ePCR software, reflecting a minimal increase that remains fully covered by EMS|MC.

### RATIONALE:

The New Berlin Fire Department (NBFD) conducted a thorough evaluation of multiple ePCR systems and determined that First Due provides the most comprehensive, user-friendly, and cost-effective solution. Transitioning to First Due aligns with the department's broader upgrade to its Records Management System and will enhance operational efficiency, data integration, and overall service delivery.

## **BILLING SERVICES AGREEMENT**

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF NEW BERLIN , (hereinafter "Client").

### **WITNESSETH:**

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client, through the City of New Berlin Fire Department, is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **1. ENGAGEMENT.**

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. EMS|MC shall also provide to Client software in accordance with Exhibit A (the "Software").



c. Collectively, the RCM Services, the Software and any other services that EMS|MC provides to Client shall be referred to as the “Services”.

## **2. EMS|MC Responsibilities.**

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten

(10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or



- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

**3. RESPONSIBILITIES OF CLIENT.** The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.

- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.



i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

#### **4. EMS|MC WEB PORTALS.**

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

#### **5. COMPENSATION OF EMS|MC.**

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.85% percent of "Net Collections" as defined below (the

“RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client’s transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall pay any fees associated with the Software as set forth in Exhibit A (the “Software Fee”).

c. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee, the credit card convenience fee and the Software Fee, are referred to as the “Compensation”.

d. EMS|MC shall submit an invoice to Client by the tenth (10<sup>th</sup>) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20<sup>th</sup> day of the month in which the invoice is first presented to Client (the “Payment Date”). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC’s bank account.

e. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of



collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

f. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit B, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

g. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

## **6. TERM OF AGREEMENT.**

a. This Agreement shall be effective commencing on June 1, 2025, and shall thereafter continue through May 31, 2028, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

## **7. RESPONSIBILITIES UPON TERMINATION.**

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

## **8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.**

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured.



Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

**9. COOPERATIVE PROCUREMENT.** "The Contractor shall extend the same pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement."

**10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.** Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment;

attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

## **11.PRIVACY.**

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or



indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party. The foregoing notwithstanding, the City of New Berlin is a municipal entity and as such, has responsibilities for disclosure of public records under the terms of the Wisconsin Public Records Law and such obligations may supersede the confidentiality obligations under this Agreement.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

## **12. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION**

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the

services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A “Claim” is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the “Liability Cap”). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys’ fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the “Claim Time Limit”): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC’s past or present employees or agents, shall be brought individually and Client



shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC’s express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party’s option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Waukesha County, Wisconsin, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall

have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Eastern District of Wisconsin or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

l. Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the City of New Berlin or its insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05. To the extent that the City of New Berlin may be found liable pursuant to a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, the City of New Berlin or its insurer shall not be liable for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

### **13. GENERAL.**

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.



d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City of New Berlin Fire Department  
16300 W National Avenue  
New Berlin, WI 53151

EMS|MC:

EMS Management & Consultants, Inc.  
Chief Executive Officer  
2540 Empire Drive  
Suite 100  
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of New Berlin

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: David Ament

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Software**

1. **Software.** Client will use the following ePCR software: First Due, ("Vendor").
2. **Software Fees.** EMS|MC will pay the Software vendor for the full annual cost of the Software in the amount pursuant to the agreement between EMS|MC and the Software Vendor. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement. Client is responsible for ensuring that it has a copy of all data maintained in the Software prior to termination of this Agreement or paying for continued use of and access to the data maintained in the Software.
3. If required by the Vendor, Client will enter into an agreement with the Vendor for use of the Software and comply with all terms and conditions of such agreement.
4. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments.
5. **No EMS|MC Warranty.** EMS|MC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ePCR SOFTWARE.
6. **First Due Modules to Include:**
  - Incident Reporting - ePCR
  - Scheduling
  - Assets & Inventory
  - Hexagon Integraph CAD Integration



## **Attachment 1**

### **Business Associate Addendum**

This Business Associate Addendum (the “Addendum”) is made effective the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of New Berlin , hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

#### WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

#### **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

## II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:



1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:



1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

#### IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

## V. OBLIGATIONS OF COVERED ENTITY



a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

## VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.



IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

**Business Associate:**

**Covered Entity:**

**EMS Management & Consultants, Inc.**

**City of New Berlin**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: David Ament

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Office of the City Clerk

City of New Berlin ▪ 3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151-0921 ▪ (262)786-8610 ▪ [www.NewBerlinWI.gov](http://www.NewBerlinWI.gov)

### REQUESTED ACTION STATEMENT

**DATE:** June 5, 2025  
**TO:** Mayor Ament and Common Council  
**FROM:** City Clerk Rubina R. Medina

#### Agenda Item:

- *Discussion and possible action to recommend that the Common Council approve Ordinance No. 2712, an ordinance repealing Section 6-26 of the City of New Berlin Municipal Code relating to the Communications Committee.*

#### ISSUE:

Section 6-26 of the City of New Berlin Municipal Code establishes a Communications Committee charged with oversight of the City's communications systems, including cable services and the municipal website. In practice, these responsibilities have consistently been carried out by City staff under the direction of the Mayor and with oversight by the Common Council when necessary. The committee has not held regular meetings in recent years due to a lack of actionable matters, rendering it inactive and unnecessary under the City's current administrative structure.

#### REQUESTED:

I respectfully request that the Common Council approve Ordinance No. 2712, which repeals Section 6-26 of the Municipal Code and formally dissolves the Communications Committee.

#### FISCAL IMPACT:

There are no anticipated budget impacts. The committee has not been meeting, and communications responsibilities are already handled within existing staff duties and departmental resources.

#### ATTACHMENTS:

1. **Ordinance 2712** – drafted by Rubina R. Medina, City Clerk



**ORDINANCE NO. 2712****ORDINANCE TO REPEAL SECTION 6-26 OF THE MUNICIPAL CODE OF  
THE CITY OF NEW BERLIN RELATING TO THE COMMUNICATIONS  
COMMITTEE**

---

**WHEREAS**, Section 6-26 of the City of New Berlin Municipal Code establishes a Communications Committee responsible for oversight of the City's communications systems, including cable and the City's website; and

**WHEREAS**, the Communications Committee has not held regular meetings for an extended period due to a lack of actionable items; and

**WHEREAS**, communications oversight and related responsibilities have increasingly been handled by City staff, under the direction of the Mayor and with appropriate oversight from the Common Council when necessary; and

**WHEREAS**, the Mayor and City staff recommend eliminating the inactive committee to streamline operations and align with current administrative practices;

**NOW, THEREFORE**, the Common Council of the City of New Berlin, Wisconsin, do ordain as follows:

**SECTION I**

Section 6-26 of the City of New Berlin Municipal Code entitled "Communications Committee" is hereby repealed in its entirety.

**SECTION II**

This ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin and shall indicate the date and number of this amending ordinance therein.

**PASSED AND ADOPTED** by the Common Council this 10<sup>th</sup> day of June 2025.

APPROVED:

\_\_\_\_\_  
David Ament, Mayor

Countersigned:

\_\_\_\_\_  
Rubina R. Medina, City Clerk