

## PLEASE NOTE CHANGE OF MEETING LOCATION

### AGENDA GREEN BAY PLAN COMMISSION Monday, June 9, 2014 City Council Chambers, Room 203 6:00 p.m.

**MEMBERS:** Maribeth Conard–Chair, Linda Queoff–Vice-Chair, Sid Bremer, Tim Gilbert, Tim Duckett, and Ald. Jerry Wiezbiskie

**APPROVAL OF MINUTES:**

Approval of the minutes from the May 12, 2014, Plan Commission meeting

**COMMUNICATIONS:**

**OLD BUSINESS:**

**NEW BUSINESS:**

1. (ZP 14-20) Discussion and action on the request to amend the Larsen Green Planned Unit Development (PUD) ordinance to alter the site use plan, street network, density requirements, architectural design requirements, and other standards to allow for construction of a Walmart store, generally located in the 400-600 blocks of North Broadway. The petition is submitted by Manhard Consulting, LTD. (Ald. R. Scannell, District 7)
2. (AC 14-01) Discussion and action on the request to close to vehicular traffic the most southerly twelve-feet of the public alley located between S Monroe Avenue and Quincy Street southerly of E Walnut Street, submitted by the Department of Public Works, representing the Green Bay Area Public School District (Ald. R. Scannell, District 7)

**OTHER:**

Director's Update on Council Actions

**SUBMITTED PETITIONS: (for informational purposes only)**

- 1) **THIS MEETING IS AUDIOTAPED:** The audio of this meeting and minutes are available online at [www.greenbaywi.gov](http://www.greenbaywi.gov).
- 2) **ACCESSIBILITY:** Any person wishing to attend who, because of a disability, requires special accommodation should contact the City Safety Manager at 448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) **QUORUM:** Please take notice that it is possible that additional members of the Council may attend this committee meeting, resulting in a majority or quorum of the Common Council. This may constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.

**MINUTES**  
**GREEN BAY PLAN COMMISSION**  
**Monday, May 12, 2014**  
**City Hall, Room 604**  
**6:00 p.m.**

**MEMBERS PRESENT:** Maribeth Conard, Linda Queoff, Ald. Jerry Wiezbiskie, Tim Duckett, and Tim Gilbert

**MEMBERS EXCUSED:** Sidney Bremer

**OTHERS PRESENT:** Paul Neumeyer, Kim Flom, Ald. Mark Steuer, Ald. Chris Wery, Jerry Hanson, Jenny LaValliere, Kyle Hanson, Mike Smullen, Barry Muller, David Boyce, David Dohoian, and Andrew Fabry

**APPROVAL OF MINUTES:**

Approval of the minutes from the April 21, 2014, Plan Commission meeting

A motion was made by L. Queoff and seconded by T. Gilbert to approve the minutes from the April 21, 2014, Plan Commission meeting. Motion carried.

**COMMUNICATIONS:**

**OLD BUSINESS:**

**NEW BUSINESS:**

1. (ZP 14-13) Discussion and action on the request to authorize a Conditional Use Permit (CUP) for a Transient Residential use located at 1804 South Ridge Road, submitted by Kyle Hanson (Ald. C. Wery, District 8)

Ald. J. Wiezbiskie stated he has an issue with the way the agenda has been set up. At the last meeting, Plan Staff was requested to come up with Transient Residential requirements, which will be addressed in item 5. This should be addressed before any TRP's are discussed and item #1 may fall under item #5. He was informed that the Plan Staff has a short term solution at this time and that a long term solution would have to be considered as part of the Comprehensive Plan update. He would like to see a long term solution come to this body before actually having any more TRP requests.

P. Neumeyer stated we cannot offer a long term solution at this point and best they can offer is a short term solution. He knows the Plan Commission was hoping to find some options for guidance in dealing with the TRP's.

L. Queoff stated people have come to this meeting to be heard and should be given the option to speak. They should go ahead with item #1.

M. Conard stated she agreed with Ald. Wiezbiskie regarding the short term and long term solutions; however, does not feel that item #5 will affect Item #1.

P. Neumeyer stated they could discuss item #5 before Item #1.

Ald. J. Wiezbiskie suggested that items 1 and 5 be tabled until Item #5 is developed into a useful tool.

T. Gilbert stated he thinks the people should be heard and item #1 should be discussed.

T. Duckett stated Item #5 should be heard first.

**INFORMATIONAL:**

5. (TA 14-04) Request of the Plan Commission to review the Transient Residential requirements.

P. Neumeyer stated the Commission asked Plan Staff to come up with some options or an ordinance for condition requirements for TRP's. They did meet with Commissioner Bremer prior to this meeting. It was decided not to do an ordinance change as they felt there were sufficient requirements within the current TRP standards. They did talk about having a policy, or a guide, when discussing TRP's. At this time there have been a total of 11 requests since 2009, 8 approved, 2 denied and one pending here tonight. The general policy idea would concentrate on saturation. This is the area along Shadow Lane backing up to Lombardi Avenue and allowing no more than 50% of that lot to be built on transient residential uses. They would discourage other developments in the area. They believe the current TRP Ordinance is working and is a good tool to regulate these requests. Plan Staff is offering a draft policy regarding Transient Residential Uses to use as a baseline for any new TRP's that are submitted. There is not recommendation or action needed for this item. This would be a policy the Commission could just accept and modify as needed if there were any additional concerns.

M. Conard asked when looking at TRP's, how large of an area are we looking at, is it City wide or just this general neighborhood.

P. Neumeyer stated the focus has been on Shadow Lane and will primarily focus on Shadow Lane; however, it but does apply City wide.

T. Duckett asked if all the requests they have had have been in Shadow Lane area.

P. Neumeyer stated that was correct, however, the current request is off of South Ridge.

L. Queoff asked for clarification regarding the last paragraph of the Policy Guide. She is asking how they are going to "discourage" to avoid saturation.

P. Neumeyer stated applicants will be notified the Commission has a policy. We will not dictate what the outcome will be, but will share what the past outcomes have been. They will be informed to apply and take their chances on whether it will be approved or not.

T. Duckett asked if they developed a long term policy if they would have to change the zoning of the entire code area.

P. Neumeyer stated it would be a challenge to change but could be discussed as part of a long term land use.

Ald. M. Steuer asked P. Neumeyer if the saturation referred to the parcels themselves on Shadow Lane, between Ridge and Oneida, which is about one third saturated already or would it include properties farther east.

P. Neumeyer stated the geographical boundaries we are talking about are on Shadow Lane between Frank Street and South Oneida Street. The other requests that come in will be addressed on a case by case basis.

Ald. C. Wery gave information regarding the approved TRP's in the neighborhood. He stated he liked the idea of the policy. He said a discussion is needed on possibly rezoning a portion of the neighborhood.

Ald. Steuer wanted clarification on what would be considered 12 events per year as there are 18 football games a year.

M. Conard stated that it was to her understanding that these properties can be rented for any reason.

P. Neumeyer stated anything under 28 days requires a CUP. If you are beyond that then that is considered a month to month, which is not regulated.

K. Flom stated they are hoping to do a Comprehensive Plan update this year and will definitely consider this issue as something that they can get feedback on for this particular zone. This policy will still allow for flexibility and opportunity for applicants.

M. Conard asked if any new TRP's that come forward should be taken and discussed on a case by case basis. Also, if what could happen here and at the City Council level may end up driving what happens in the Comprehensive Plan.

K. Flom stated that is correct. The CUP and standards put into place by the ordinance do allow for the greatest amount of review and will certainly establish a trend.

T. Duckett asked about the City's tax base level and if the properties that have approved TRP's increased.

P. Neumeyer stated he was not sure how the City assesses those properties; however they do pay a prorated room tax as part of the ordinance.

J. Wiezbiskie stated the interest has grown for the transient houses. As we get more requests, would we be getting into more a spot zoning with the properties on Shadow Lane because they are all unique requests.

Jerry Hanson – 2168 Oakwood Drive: J. Hanson stated the Commission has set their standards and are currently spot zoning just by looking at the map of the 11 requests. He stated he does have an interest in this as he does own property on the North side of Shadow Lane. He didn't buy it for transient uses, but could be interested in the future. He would like to see the Commission keep their position / standards on the transient houses, but set some long term standards.

Jenny LaValliere – 1810 S. Ridge Road: She stated that if there are going to be these standards of being on a busy street, no neighborhoods around, then he (J. Hanson) is failing to point out that she lives immediately next door to the property with her son and there are other properties in the area. Most of the residences do not want a transient house near them.

M. Conard stated that the topic she is speaking on will be addressed next and that J. Hanson was speaking of the area and TRP's as a whole.

J. LaValliere stated she just wanted to make sure they know there is a neighborhood there. She feels that J. Hanson was misspeaking.

**NEW BUSINESS:**

1. (ZP 14-13) Discussion and action on the request to authorize a Conditional Use Permit (CUP) for a Transient Residential use located at 1804 South Ridge Road, submitted by Kyle Hanson (Ald. C. Wery, District 8)

P. Neumeyer stated this is a CUP for a Transient Residential Use at 1804 S. Ridge Road. A map was shown in respect to the other TRP's in the neighborhood. This TRP is located slightly west of the existing Shadow Lane TRP's. The Comprehensive Plan designates this area as Low Density Residential Development and is currently zoned R1, Low Density Residential – single-family structures. In going through the Development Standards, there was nothing out of the ordinary regarding the responses to the standards. The applicant did submit an operational plan and is included with the agenda. The applicant did conduct a neighborhood meeting as part of the TRP Ordinance. Letters of objection were received and have been included in the agenda along with a petition from adjoining neighborhoods. Staff recommends approval of the request as it meets Development Standards as proposed.

J. LaValliere stated she opposes the request. She stated after learning about all the police calls regarding the party houses on Shadow Lane, she was unhappy to find out one was going in next door. There are 42 homes and 12 duplexes from Fisk to Ridge Road to Briquet. She has a petition with 54 signatures opposing the request. She is worried about her property value decreasing with a party house next door. She asked the Commission not to approve the TRP.

T. Duckett asked how long she has lived at the residence and if she too parks cars on Packer game days.

J. LaValliere stated that she has lived there since 2004 and she does have a small lot where she will allow up to 6 cars parked on her property.

Kyle Hanson – 1804 S. Ridge Road: K. Hanson stated he bought the house a year ago with the intentions of living there with roommates. He is now getting married and moving out of the area. He does have a family moving into the home on Saturday. However, in the event the family does not work out, he wants to keep his options open. He stated that he has room to park 14 cars on his property.

M. Conard asked K. Hanson if he would like it to be rezoned; however, if they table it tonight would be OK because as he has an interested party renting the home. She asked if he planned on hanging on to the house no matter what happens here tonight.

K. Hanson stated that was correct.

T. Duckett asked how long the new tenants signed a lease for.

K. Hanson stated it is for 1 year. He does not want to have this property labeled as a “party house”. There are ways you can discourage tenants from doing certain activities when staying over.

M. Conard stated his operational plan is very well detailed.

L. Queoff asked how the neighborhood meeting went.

K. Hanson stated it was on 02/15/2014. There were about six people who came to the meeting. He stated the Aldermen that attended the meeting were able to help summarize plans for the place. They came in thinking this was the worst thing ever and left feeling this was OK. Once people are open to listening, they may think this is not too bad.

J. Hanson stated this location would work out well for a transient house. He pointed that yes, J. LaValliere went to all these neighborhoods for signatures, however, only six people showed up at the meeting. He stated with the long term standards like a large backyard, on a busy Street would help limit TRP's in the area.

Ald. C. Wery stated that the applicant and his family are good people. However, the focus was on the property use; a residential home vs. a transient use. There are people who come into town wanting to rent a house rather than a hotel/motel to party during Packer games. He did speak to some of the neighbors and those he spoke to were opposed to the transient house. He is also opposed. In looking at the use, he wants to keep the backyards facing Lambeau.

T. Gilbert stated that some of the standards that have been set, the large backyards and a busy street, Shadow Lane was not always a busy street and has become a busier street due to these transient properties. The busy street is more of a coincidence rather than a standard. He also mentioned that most of the backyards on Shadow Lane are not that large. In his opinion, the standard that has been set has been that the transient properties have been contiguous with Lambeau Field with the backyards facing Lambeau Field. The TRP's that have been denied were largely because they do not butt up to Lambeau Field. It is getting to the point now where we are getting TRP's on Ridge and who knows where the next one will pop up. To consider properties that are not facing Lambeau Field and are further away should not be allowed. He is not going to support this request.

T. Duckett stated he doesn't have an issue if someone comes in with a good plan, will take of the property, and are good people. It is around the Lambeau Field and in a residential neighborhood. This is why we are here, to make these decisions. If there are problems, they can come back and the permit can be taken away. He stated he will support the request.

L. Queoff stated she cannot get past that the neighbors do not want a TRP next to them and the fact that K. Hanson stated he was OK with this not being approved since he has a family set up to move into the residence. She cannot support this request.

Ald. J. Wiezbiskie stated he bases his decision on the Neighborhood Associations and what the surrounding neighbors want to see. He stated he would not support the request and has to agree with Ald. C. Wery.

M. Conard stated this area as a whole at some point will change and needs to be addressed. She would like to wait to approve or deny any more TRP's until the Comprehensive Plan Update is complete. If we are addressing TRP's and they fit within what we have here, we are almost obligated to approve them. She does not feel comfortable doing that because of the neighbors and the whole area needs to be addressed first.

A motion was made by L. Queoff and seconded by T. Gilbert to deny a request to authorize a Conditional Use Permit (CUP) for a Transient Residential use located at 1804 South Ridge Road. Motion carried 4-1 (Opposed T. Duckett).

2. (ZP 14-17) Discussion and action on a request to create a Planned Unit Development (PUD) at 1253-1257 West Mason Street to permit a minor and major auto repair, submitted by Barry

Muller, Dreamworks Auto & Truck Accessories Commercial Auto Body & Paint. (Ald. C. Wery, District 8)

P. Neumeyer stated this is a request for a Planned Unit Development (PUD) at 1253 – 1257 W. Mason Street. This property is across Franklin Middle School and close to Notre Dame Academy. This is a commercial corridor. The Comprehensive Plan shows this area as commercial uses and the property is currently zoned as C1 – General Commercial. A PUD was recommended by staff to address the potential intensity of the use. The PUD includes language to maintain the buffer area that is along Tilkens Street and adding additional landscaping create a transition area with residents to the south. The applicant did submit an operating plan. There are two components to this business, the auto repair and painting and the retail truck accessories. There also may be a limited sale of vehicles on the property. The applicant did conduct a neighborhood meeting that was lightly attended. Affected property owners within 200 feet were notified with no responses. Staff is recommending approval of this request subject to the draft PUD amendment.

Mike Smullen – 1239 W. Mason Street: M. Smullen stated he has a small medical office between Culvers and the subject site. He stated he did not know anything was going onto the property until B. Muller came to speak to him. His only concern is that there are already a couple of used car lots in the area. He wants to know how many cars will be allowed to be displayed for sale.

P. Neumeyer stated that there is a limit to the number of vehicles that can be for sale at one time, they would need to come back to get that number increased.

Barry Muller – 3290 Tarragon Trail: B. Muller stated the used car sales are going to be used more as a “filler” for his technicians to keep busy when they are slow. He plans on having a maximum of 10 cars for sale at the edge of the property. He may have a vehicle towed and there is a process they need to follow before they can begin working on the car. He has another facility on East Mason Street and is running out of room and is land locked where he can no longer expand. He opened his truck accessory retail back in 2003 and now needs the extra retail space to display accessories. This property is a good size building and gives him ample parking. He did send out invitations for a neighborhood meeting. He does have some plans for the back side of the building to help buffer the neighbors from seeing the back parking lot. His goal is to bring some life into a building that has been vacant for some time and put out a nice product for his new neighbors.

M. Conard asked if the cars towed will be sitting in the front lot and what is the appropriate amount of time before they are taken inside. She also wanted to know how many cars will be sitting outside in back.

B. Muller stated no, those vehicles will in the back lot. It would be a maximum of 5 days from the day the car is towed to the day it is in production. If the vehicle does not meet production, he will move it indoors. He has 2 designated areas for non-drivable vehicles; so just two. The remainder of the vehicles will only be there as customers come in and drop vehicles off.

T. Duckett asked how many vehicles they can take care of at one time in the building.

B. Muller stated he does not know how many total vehicles as it is larger than his current facility. He currently can work on 15 – 20 cars a week. Vehicles do come and go throughout the week. The only time they would be sitting outside is when customers drop off and pick up their vehicles and those that park to visit the retail shop.

Ald. M. Steuer stated one if his concerns is noise level. What kind of extra noise would be created within the area?

B. Muller stated all of his equipment is indoors and there are very few exterior doors facing the residential side of the building. He stated he has no overhead intercom system. He stated he hopes to have his parts storage towards the back of the building and then no production will be done back there at all.

David Dohoian – 1863 Little Valley Ct: D. Dohoian stated he represents the current property owner and that they do support the current applicant and the request. He wanted to make sure that any action taken tonight is subject to the actual ownership change.

Ald. C. Wery stated this property is about a half a block from his district. He stated that one neighbor has some concerns, however, spoke to B. Muller and no longer has any issues. The only other issue they have is deliveries off Tilkens Street, however, heard that was not the case.

A motion was made by Ald. J. Wiezbiskie and seconded by T. Duckett to approve a request to create a Planned Unit Development (PUD) at 1253-1257 West Mason Street to permit a minor and major auto repair. Motion carried.

3. (ZP 14-18) Discussion and action on a request to amend the Planned Unit Development (PUD) for an expansion of the Badger State Brewing Co., LLC, 990 Tony Canadeo Run, submitted by Andrew Fabry, Badger State Brewing Co., LLC (Ald. G. Zima, District 9)

P. Neumeyer stated this is a request to amend an existing PUD that was done two years ago along Tony Canadeo Run. The current property is a multiuse property and is part of a transitional area from industrial to commercial. The Tundra Lodge is located to the east and Lambeau Field to the west. The Comprehensive Plan designates this area as Commercial with the existing zoning as General Industrial. The amendment will allow for both the expansion of the Badger State Brewing Company and the elimination of any off-premise signage requirements from the previous PUD. The existing use is about 3300 square feet and they want to expand up to 19,000 square feet in size. The expansion will include more brewing space, a tasting room, two exterior 21 foot grain silos and additional office space. Affected property owners were notified of the request. We did not receive any calls or questions regarding the request. Staff is recommending approval of the request subject to the draft PUD amendment.

A motion was made by Ald. J. Wiezbiskie and seconded by L. Queoff to approve a request to amend the Planned Unit Development (PUD) for an expansion of the Badger State Brewing Co., LLC. Motion carried.

4. (TA 14-01) Discussion and action on a request to amend Chapter 13 regarding the regulation of solar energy systems, submitted by Jesse Michalski, Eland Electric.

P. Neumeyer stated the applicant has been before us in the past with several solar energy systems installations. This change would include modification to the single and two-family uses. The applicant has some concerns and questions regarding the current ordinance and feels it is not compliant with State Statutes. Some of the changes have now limited the City's ability to regulate the solar energy systems relating to aesthetics and screening. Some of Jesse's concerns are addressed as part of the ordinance. Some of his comments include:

- 13-1611 (c) (1), flat roof system: requirement of screening would likely cause shading on the solar panels and violates Wisconsin State Statutes due to increased costs and decrease the efficiency.
- 13-1611 (c) (2), violates Wisconsin State Statutes by requiring the system to blend in with the color of the roof or wall.

- 13-1611 (d) (4), clarifies interconnection to the utility and assures the city the system is being installed per WPS's requirements.
- 13-1611 (e) (1), not requiring site plan review unless those systems are required to obtain a Conditional Use Permit (CUP). Staff disagrees with this change and proposed no change be made to this section.
- 13-614 Table 6-3, Permit flush mount systems in the R1, R2 and R3 districts, currently requires a CUP.

The one thing they did not agree with him on was 13-1611 (e)(1). However, he was informed they would like to see a full site plan review, building permits, and electrical permits issued for these facilities. In that case this would eliminate 13-611(e)(1) from the ordinance. The big change the applicant is looking for is flush mount solar energy systems on roofs. Currently they have to come before the Commission to get a CUP. This would negate the CUP's on Emilie Street and 9<sup>th</sup> Street. Staff is supporting the request as proposed in the draft ordinance.

M. Conard asked if anyone would have to come for approval.

P. Neumeyer stated if they are ground mounted or pole mounted based they would still have to request a CUP. The roof type flush mounted would be the only one where they would not need to come in for a CUP.

L. Queoff asked if the applicant was present.

P. Neumeyer stated he was not.

A motion was made by Ald. J. Wiezbiskie and seconded by T. Duckett to approve a request to amend Chapter 13 regarding the regulation of solar energy systems. Motion carried.

**OTHER:**

Director's Update on Council Actions

Kim Flom reported on the following items:

- The Common Council unanimously accepted the Plan Commission Report without taking anything off the agenda or adding any additional discussions.
- An application was received from Walmart to update/amend the Plan Use Development for the Larsen Green site. This item may be heard at Plan Commission on June 9, 2014 regarding a zoning ordinance.

**SUBMITTED PETITIONS: (for informational purposes only)**

A motion was made by L. Queoff and seconded by Ald. J. Wiezbiskie to adjourn the meeting. Motion carried.

Meeting adjourned at 7:40 p.m.

## Report to the Green Bay Plan Commission

**Date:** June 9, 2014

**Request:** (ZP 14-20) Discussion and action on the request to amend the Larsen Green Planned Unit Development (PUD) ordinance to alter the site use plan, street network, density requirements, architectural design requirements, and other standards to allow for construction of a Walmart store, generally located in the 400-600 blocks of North Broadway. The petition is submitted by Manhard Consulting, LTD. (Ald. R. Scannell, District 7)

**Reason for Request:** A purchase agreement has been executed between On Broadway, Inc. and Walmart Real Estate Business Trust for about 16 acres of the remaining lands in the Larsen Green redevelopment area. Under the terms of that agreement, Walmart is now conducting a feasibility analysis for the potential construction of a 150,000+ square foot store and 600 to 700 surface parking spaces, among other site features. Based on the preliminary and conceptual development plans provided by the applicant, the existing Planned Unit Development (PUD) zoning for Larsen Green would need to be substantially modified in order to approve the development as proposed.

**Existing Zoning and Land Use:**

Subject Property: PUD zoning. The existing uses include a vacant three-story office building, several parking areas and drives, and open green space.

North:	Light Industrial (LI), Varied Density Residential (R3), Low Density Residential (R1), Highway Commercial (C2)	New Community Shelter, residential neighborhood, warehousing
South:	PUD, Downtown (D1), Public-Institutional (PI), General Commercial (C1)	Titletown Brewing development site, restaurant, owned portion of Leicht Park, mixed-use Dousman Street corridor
East:	Light Industrial (LI), General Industrial (GI)	Railroad tracks, industrial lime processing/storage, warehousing, leased portion of Leicht Park, the Fox River
West:	Downtown (D1), Office-Residential (OR), Low Density Residential (R1), Medium Density Residential (R2)	Mixed-use N Broadway corridor, residential neighborhood

**Comprehensive Plan:** The Green Bay Smart Growth 2022 Comprehensive Plan indicates a future land use classification of “Downtown” for the subject site. The Comprehensive Plan also contains several relevant objectives, policies, and recommendations as further detailed below.

- Objective 6 (Downtown) of the Land Use Plan states:  
 “Downtown Green Bay is the business, civic and cultural hub of the Fox Valley and, consequently, will continue to be planned as a dense, diverse and

exciting urban place. Because it is the only location in the Green Bay metropolitan area that offers such an environment, the City will capitalize on this market opportunity by following design principles that increase rather than dissipate that sense of ‘downtown.’

Objective 6 further identifies several important design principles for downtown development:

- High density
  - Mixed-use buildings
  - Richly detailed building architecture
  - Many windows and doors on the first floor
  - Parking in structures or small, highly landscaped surface lots
- Objective 9 (Redevelopment) of the Land Use Plan states:  
“Restore underutilized urban and waterfront properties to viable commercial, residential or recreational opportunities.”

And further states:

“It will be essential for Green Bay to maximize the use of all its industrial and commercial property since it has a limited supply of it and has invested in roads and utilities to those sites. Tax base, jobs, property values and urban visual quality all depend on using land well. Older properties will be continually recycled to avoid economic and functional obsolescence (although historically significant sites need special review).”

- Objective 5 (Mixed-Use Development) of the Urban Design Plan states:  
“Encourage a mix of compatible land uses in a variety of locations and scales in order to create more vital and walkable activity centers.”

Objective 5 then continues to very specifically address the appropriate scale of commercial development for the Broadway District (emphasis added):

“Commercial District Scale: In the larger commercial districts such as Broadway and Old Main, encourage **mixed uses** that combine a variety of compatible housing types with existing commercial and office uses. Addition of upper-story residential units, nearby townhouses, and other types of attached or senior housing can bring more people into these districts, enhancing their economic viability and urban vitality. The design principles listed above are equally applicable in these districts, although the size of individual business may be larger – a **‘medium’ rather than ‘big-box’ level of retail.**”

### Consistency Analysis

A PUD ordinance is a zoning ordinance, so Ch. 66.1001 Wis. Stats. requires consistency with the comprehensive plan. The Planning Department finds that the proposed use and layout of the subject property is not compatible with and is contradictory to the future land use map and several related objectives, policies, and recommendations of the Comprehensive Plan for the following reasons:

- The proposed PUD amendments are in conflict with the “Downtown” future land use designation. The compatible zoning districts identified for this classification include D1 and D2. The building form, design, and site layout of the proposed use are more oriented toward a Commercial future land use designation and the city’s various commercial zoning districts.

- The proposed PUD amendments are in conflict with Objective 6 of the Land Use Plan. The building form, design, and site layout dissipate, rather than increase, the sense of “downtown” and pose the following specific issues:
  - The proposed development density is very low. The floor area ratio as proposed is about 0.2, but the minimum ratio in the Larsen Green PUD is 1.5. This means that the site would be underdeveloped by a factor of about 7.
  - The proposed development does not meet an accepted definition of mixed-use. The vast majority of the site will be committed to the single use of retail department store on a single story. Such extensive single-use development is out of place for a redevelopment site in the Broadway District. True mixed-use is multi-story in form and incorporates a combination of commercial, residential, and institutional uses.
  - While the proposed building has several positive architectural features, it could not be classified as richly detailed.
  - There are relatively few windows and doors on the first floor. PUD standards for transparency and frequency of entrances would have to be drastically reduced to permit this development.
  - The proposed parking consists of large surface lots. The parking would be landscaped, but the size is out of scale with the Broadway District and does not include any structured parking.
- The proposed PUD amendments are in conflict with Objective 9 of the Land Use Plan. While the proposed development does represent a potential significant reuse of an urban brownfield, it does not maximize the use of this uniquely positioned property. The plan is concerned with functional and economic obsolescence, which large-box retail is likely to perpetuate over time rather than solve.
- The proposed PUD amendments are in direct conflict with Objective 5 of the Urban Design Plan. The building form, design, and site layout of the proposed use do not meet accepted definitions of mixed-use and clearly represent a “big-box level of retail.”

**Report:** This petition to amend the PUD zoning for the Larsen Green area is submitted by Manhard Consulting for the purpose of permitting the construction of a Walmart store. Materials submitted by Walmart for consideration and attached for your review include the following:

- Narrative Statement and Letter of Intent
- Purchase Agreement excerpts
- Geotechnical and Environmental concerns memo
- Sitework Costs memo
- Legal Description
- Food Access Research Atlas map
- Plan of Operation
- Conceptual Site Plan
- Preliminary Landscaping Plan
- Preliminary Floor Plan
- Building Elevations and Perspectives
- Lighting Details
- Traffic Study letter
- Site Infrastructure memo

Additional attachments included by Planning Department staff include the following:

- Proposed PUD Ordinance
- Larsen Green Memorandum of Understanding
- Larsen Green Master Plan

- Larsen Green Development Concept from AuthentiCity Plan
- Adopted Easements, Covenants, and Restrictions document
- Written public comments

### Case History

As shown in the attachments, the request involves construction of a 154,000 square foot department store and over 600 surface parking spaces on an approximately 16 acre site in the area known as the Larsen Green. Also included in the proposal is a 5,400 square foot parcel that would be retained by On Broadway, Inc. (OBI) for future development and an area designated for future development through the air rights over the east portion of the surface parking. The Planning Department has concerns with feasibility of the construction as described in the applicant's narrative on both of these sites. Further details will be provided on those concerns.

The proposed development represents a "complete overhaul" to the Larsen Green Master Plan that guided the formation of the related PUD ordinance, and therefore, several substantial changes to the PUD would be necessary to allow the development. In summary, these changes include:

- Alteration of the Site Use Plan, Master Plan, and Traffic Circulation/Parking Plan exhibits
- Elimination of the Phasing Plan exhibit
- Elimination of the Lot Details and Dimensional and FAR Requirements exhibits
- Allowance of ground floor retail uses over 40,000 sq. ft. in area as permitted.
- Reduction of the minimum Floor Area Ratio (FAR) from 1.5 to 0.2, thus greatly reducing the required development density.
- Allowance of parking in front yard setback areas
- Increase in the maximum allowable setback
- Reduction in the minimum site coverage standard
- Reduction in the requirements for frequent entrances along the street façade
- Reduction in the requirements for transparent street level windows

The Planning Department has asked the applicants on multiple occasions to provide alternative site plans and building designs that incorporate a smaller store, a multi-story structure, mixed-use development, or structured parking. At every occasion, they have indicated their unwillingness to make these more significant changes. As such, staff has worked with the applicants to develop a proposed PUD ordinance that addresses as many staff concerns as possible. In addition to the changes noted above, the revised PUD contains the following provisions:

- Consideration of ways to recognize the historic Fort Howard site
- Requirements for pedestrian level lighting in front of the store and along Broadway
- Requirements for pedestrian level glazing (windows) on the Broadway façade
- A requirement to construct the store
- A requirement to retain a professional archeologist during excavation and construction

While this ordinance fails to address the more fundamental issues related to the form and density of the development that staff believes are more appropriate for this site, it would be a workable ordinance to allow the development as proposed. The draft text is attached for your review.

### Site Assessment

Several alternative planning and development scenarios have been proposed for this site since 2007. The three primary alternatives are presented here for basic comparison:

- Larsen Green Master Plan
  - Estimated building area: 710,000 sq. ft.
  - Estimated assessed value: \$60 to 120 million
  - Estimated build out timing: 10 years (2017)
- Downtown Master Plan (AuthentiCity)
  - Estimated building area: 580,000 sq. ft.
  - Estimated assessed value: \$40 to 60 million
  - Estimated build out timing: 10 years (2024)
- Walmart Proposal (plus existing development south of Kellogg for comparison)
  - Estimated building area: 154,000 sq. ft. (new store) + 168,000 sq. ft. (existing) = 322,000 sq. ft.
  - Estimated assessed value: \$10 million (new store) + \$8.5 million (existing and under construction) = \$18.5 million
  - Estimated build out timing: 1 year (2015/2016)

Considering the physical and socio-economic aspects of the proposed development, the Planning Department has identified both positive and negative potential impacts. Physical site considerations include the following.

- Of primary concern to staff is the issue of land consumption and underutilization. A unique feature of the downtown area is its ability to generate the highest densities of tax base per square foot of land area in the city. Dense development adds to the vitality, efficiency, and attractiveness of the downtown. A smaller grocery store or even a multi-story store with the same gross floor area could represent alternative ways to achieve some of the objectives of both Walmart and the city. Appropriate development design on this site should support much more tax base and add to the current momentum in the downtown.
- The traffic impacts could be substantial for the proposed use. Initial estimates are for generation of 7,800 vehicle trips per day. The traffic impact analysis is not yet complete, so the related impacts to intersections, level of service (congestion), and rail and bridge interactions are not known.
- Walkability and bikability are important downtown features, and the proposed development could have both positive and negative impacts in this regard. The site includes several pedestrian and bicycle friendly features, but the low density works against this. Walkability and bikability are supported by having multiple destinations and a mix of residential, commercial, and public uses in close proximity. The large parking lots are more reflective of a suburban, automobile-oriented environment.
- The building architecture has many positive features. It utilizes more glass than a typical box store and addresses the Broadway Street frontage with some transparency. The entrances are well designed focal points on the building, and the historic window displays could be an interesting element. All this said, these features are not enough to overcome the overall size of the building that could be handled in a more urban fashion by adding multiple stories and reducing the footprint.
- The area shown on the site plan as “air rights” for future office and residential development are of concern. The “air rights” proposal means that a third-party developer could come in and construct a building over the parking area starting at the second story. A number of potential issues with this approach are identified below in the Compliance Analysis.

- It is not surprising that a former industrial site and railroad yard has potential environmental and geotechnical issues. It would be a positive if Walmart took on these issues at their cost. However, it is also possible that these costs could be covered with grant funds. In the past 18 months, city staff has been successful in obtaining \$1.6 million of brownfield grants from programs such as WEDC Idle Sites and WDNR Ready for Reuse.

Similarly, consideration of the potential socio-economic impacts of the proposed development yields both positives and negatives. There are a variety of economic studies relative to big-box retail development and even Walmart specifically, but not all of these studies utilize reliable methodology. Those that come from reputable sources seem to reach conclusions that are generally expected. Socio-economic considerations include the following.

- First, the nature of retail commercial development must be kept in mind. Retail development does not create new spending in the community. People in the market area of this store will continue to have the same needs, but some will purchase goods at this new site instead of another retailer. William H. Fruth (in *The Flow of Money and Its Impact on Local Economy*. National Association of Industrial and Office Properties, February 2000) notes that, “Retail is absolutely dependent upon the condition of the local economy. It cannot grow any greater than the amount of disposable income within the economy. It will decline if the flow of money into an area is reduced. It does not create wealth but absorbs wealth. A vibrant, dynamic retail sector is not the cause of a strong local economy, but the result of it.”
- Walmart points out that the proposed store will provide 250 to 300 jobs, but this needs to be taken in the context of the broader impacts. The National Bureau of Economic Research (in *The Effects of Wal-Mart on Local Labor Markets*, November 2005) found that at the county level, the opening of a Walmart reduces retail employment by about 150 workers, or that each new Walmart worker replaces 1.4 other retail workers. This makes intuitive sense, as Walmart succeeds in part by experiencing an economy of scale. They are more efficient than smaller retailers.
- The impact of the proposed store on Broadway businesses is an important economic question, but one that is very difficult to answer with certainty. It makes sense that those businesses that compete directly with Walmart will face the biggest challenge. Again, the National Bureau of Economic Research (in *Mom-and-Pop Meet Big-Box: Complements or Substitutes*, September 2009) found that small businesses in the same sector and located nearby experience substantial negative impacts on growth and employment. This applies to small specialty stores as well as smaller chain stores.
- Research indicates that there could be a small uptick in housing values near a new Walmart. The National Bureau of Economic Research (in *When Walmart Comes to Town: Always Low Housing Prices? Always?*, May 2012) found that housing values tend to increase by 1 to 3 percent within one mile of a new store.

### Compliance Analysis

The Zoning Code establishes the following review criteria for PUD applications (Section 13-1906):

1. Adequate property controls are established to protect the individual owner’s rights and property values and to define legal responsibilities for maintenance and upkeep.

Response: The approved Easements, Covenants, and Restrictions (ECR) document between OBI and Walmart Real Estate raises a number of concerns in this regard. Specifically:

- a. Legal responsibilities for maintenance and upkeep are defined, but it also attempts to restrict land uses on parcels not being purchased by Walmart.

- b. It attempts to restrict land uses on property to which the City of Green Bay may become the owner due to the loan guarantee arrangements.
- c. It contains a height restriction that conflicts with Walmart's PUD application narrative, site plan, and other materials.
- d. It attempts to restrict other competing businesses from locating in the area and contains several provisions that would discourage ancillary development from taking place.
- e. It indicates that Walmart cannot be required to actually build a store if they become the owner of the property.

Also of concern, relative to property controls, is the feasibility of the "air rights" for additional office and residential development. No evidence has been provided at this time as to street access, constructability, conflict with the power lines, views to the west over the store roof, and market interactions between uses on the site.

- 2. The internal circulation plan and access points to surrounding streets are adequate for the safety and convenience of the project residents and the general public.

Response: The internal circulation is under review by the City Traffic Engineer. There are initial concerns about intersection queuing at the proposed traffic signal at Elmore. There are also concerns regarding traffic impacts in the larger surrounding area including intersections that were not addressed in the initial traffic study. The existing traffic light at Mather and N Broadway was removed within the last several years.

- 3. A sufficient amount of usable open space is provided.

Response: Usable open space has not been addressed as part of this development proposal. A monument of some kind honoring the historic Fort Howard site is discussed generally.

- 4. The architectural design of the project is compatible with the surrounding area.

Response: The scale of the building, very low density of the site, and vast parking field are not in harmony with development in the Broadway District. There are numerous issues of noncompliance with the dimensional standards and design guidelines of the PUD as already noted.

- 5. The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Response: Initial review of water and sewer infrastructure by the Department of Public Works indicates that these facilities are more than adequate for this proposed development, and their full capacity will not be utilized. The preliminary stormwater plan is currently being reviewed. There are initial concerns regarding the proximity of the proposed stormwater pond to the overhead power lines.

- 6. The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.

Response: There is no schedule for future phases, and there is no real housing element to the project as proposed. Absent these essential elements of a planned unit, the use of the PUD zoning tool here represents an attempt to permit something that would not otherwise be allowed by the zoning.

- 7. The Planned Unit Development is in reasonable compliance with the intent and purpose of the comprehensive plan.

Response: The requested PUD amendments are in direct conflict with the city's comprehensive plan as described above.

### Conclusions

Based on the findings in this report, the Planning Department concludes that the requested PUD amendments are not consistent with the City's Comprehensive Plan, are not an appropriate use of PUD zoning, and would result in underutilization of a site that is intended for much greater development density. While not required by statute to be consistent as with the Comprehensive Plan, it is also noteworthy that the proposed development is inconsistent with the city's recently adopted Downtown Master Plan (AuthentiCity).

### Public Comments

Ald. R. Scannell, On Broadway, Inc., the Fort Howard Neighborhood Association, and adjacent property owners within 200' of the subject area have been notified of the request. A neighborhood meeting was held by the applicant. Ald. R. Scannell has stated that he has multiple concerns with the proposed development and is opposed to the request. An Advisory Committee meeting was held on this subject, and public comments were taken (about 25 for the proposal, 40 against, and 1 neutral). A number of written comments both in favor and opposed to the request have been received by staff, and they are attached for your review.

### Timeline

- Staff Consultation: May 5, 2014
- Application Received: May 9, 2014
- Advisory Committee Meeting: May 19, 2014
- Neighborhood Meeting Held: May 27, 2014
- Notification Sent: May 28, 2014

**Recommendation:** Based on the findings and conclusions in this report, the Planning Department recommends denial of the requested PUD amendments.

If this development is considered for approval, staff strongly urges adding the following conditions:

- a. The Comprehensive Plan must first be amended to an appropriate future land use designation.
- b. Subject to the attached PUD ordinance.
- c. Approval of a Traffic Impacts Analysis by Public Works and the Wisconsin Department of Transportation.
- d. Review of the Easements, Covenants, and Restrictions by the City Attorney.
- e. Considerations to move the power transmission lines out of the proposed air rights zone.
- f. Petitioner is responsible for design and construction, subject to Public Works approval, of Kellogg Street.



## Notification Area

### Legend

 200' Notification Area

 Subject Area



**Zoning Petition (ZP 14-20)  
Request to Amend the Larsen  
Green PUD for Walmart Store  
In the 400-600 Blocks of  
N Broadway Street**

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.  
Map prepared by City of Green Bay Planning Department.  
NPS, May 2014. X:\Planning\City\ZP Maps\2014\ZP 14-20*

## **PUD REZONING AMENDMENT**

### **NARRATIVE STATEMENT AND LETTER OF INTENT**

#### **Northeast Corner of North Broadway and Kellogg Streets**

Walmart Real Estate Business Trust ("Walmart") has contracted to purchase approximately 15.5 acres located at the northeast corner of North Broadway and Kellogg Streets in the City of Green Bay, Wisconsin. Until recently, the property was occupied and operated by the former Larsen Green Canning Company.

The property is commonly known as 420 and 520 North Broadway and more particularly described as: Lots 17 and 18 of LARSEN GREEN, part of Lot 1 of Volume 53, Certified Survey Maps, page 31, Map #7693, Doc. #2324842, Brown County Records, said Map being located in part of a certain tract formerly known as the Fort Howard Military Reserve, now known as the Railroad Grant, part of Lots 13, 14, 15, 16 and 44, and all of Lots 17, 18, 19, 20, 21, 22, 43, 45, 46, 47, and 48, "Dousman Addition", and part of the Vacated Pearl Street and a 14 foot public alley, part of the Dousman Claim, all being located in the City of Green Bay, Brown County, Wisconsin; Tax Key Nos. 5-1756 and 5-1757 (the "Property").

Walmart is petitioning to amend Planned Unit Development Zoning Ordinance No. 11-13 to accommodate redevelopment of the Property into an approximately 154,000 square foot department store (including a general retail department, grocery department and pharmacy) and related improvements and to accommodate future third-party development of over 530,000 square feet of multi-story mixed use retail, housing and offices, consistent with the plans included with this Request for City Action. The requested amendment would facilitate development of the Property in an integrated and innovative fashion, consistent with the Green Bay Smart Growth 2022 Plan, as set forth below.

#### **Consistency with Existing Plans**

##### **1) Consistency with the Green Bay Smart Growth 2022 Plan.**

The Green Bay Smart Growth 2022 Comprehensive Plan (the "Plan") calls for activities along the west side of the river to include a mixed-use office, entertainment and retail complex, high density housing and/or offices and infill development along Broadway with a "Main Street" pedestrian emphasis in the central section and more auto-oriented design to the north and south (Pages 18-14 and 18-15). The Property is located at the extreme north end of the area intended for "more auto-oriented design." The Property also is setback over 550 feet from the Fox River, west of existing lime piles, warehouses, transmission towers and an active rail-line.

Nonetheless, this proposal accommodates all uses contemplated in the Smart Growth Plan, including high density development, mixed use buildings, detailed building architecture and a combination of offices, retail and housing. (Pages 18-18 and 22-6). Walmart's plan also integrates an auto and transit-accessible development and pedestrian friendly designs. (Pages 18-11, 18-15, 18-19 and 21-2). Walmart proposes to operate general retail, grocery and pharmacy departments within the retail component of the Property. OBI would retain an outparcel on the southeast side of the Property to accommodate an additional 30,000 or more square feet of multi-story mixed uses. In addition, Walmart is willing to make available to the City or another qualified third-party air rights to develop residential units and/or offices in the air space over 2.17 acres of the Property. Walmart's proposal could result in 684,000 square feet or more of mixed use retail, office and housing development. The Titletown Brewery south of the Property creates a destination entertainment and retail complex. Pedestrian amenities such as street trees, bike racks, benches, ornamental fencing and landscaping create an urban streetscape along Broadway and a pedestrian-friendly environment unifying Walmart, Titletown and the heart of the Broadway District to the south. Walmart also proposes to integrate into its development components that honor historic Fort Howard.

Walmart proposes to locate the store close to the sidewalk to enhance pedestrian access, and Walmart moved a large portion of the proposed parking to the north side of the building to minimize parking along Broadway. There will be additional screening of the parking lots from the street and pedestrian-scale lighting will be utilized. (Page 21-10).

The Plan notes the importance of determining the location of properties burdened by pollution, the feasibility of remediating such properties and the redevelopment of these properties. (Pages 18-16, 18-23, 18-24 and 26-2). Walmart has identified environmental issues on the Property including ground water and soil contamination; however, Walmart intends to remediate these issues, and tackle many more expensive site challenges, without City financial assistance.

Economic Development Objective 4 on Page 26-3 of the Plan advocates supporting economic revitalization of downtown by encouraging diverse economic activity, including retail, government and professional offices and high-density residential uses. By accommodating commercial, office and housing development at the Property, Walmart proposes to meet the goals and challenges outlined above and promote overall development of the Property consistent with the Plan's downtown vision.

## **2) Consistency with the Downtown land use designation.**

On March 4, 2014, the Common Council adopted an ordinance to change the future land use classification of the Property under the Plan from General Industry to Downtown. This land use category promotes high-intensity office, retail and housing, entertainment, convention and public uses, preferably in mixed-use buildings with strong pedestrian orientations. (Plan, Page 18-11). The potential zoning district identified in the Plan to implement the "Downtown" land use designation is the Downtown District ("D District").

The D District is designed for the downtown core on both sides of the Fox River, permitting a full range of high-intensity uses: retail, multifamily housing, offices, entertainment and civic uses. (Zoning Ordinance § 13-701(c)). (Zoning Ordinance § 13-702). All of the uses proposed by Walmart are expressly permitted in the D District.

Walmart's proposal also fits most of the dimensional and area standards established in the D District. Consistent with the minimum floor area ratio in the D District, the floor area ratio of all components of Walmart's development proposal would exceed 1.0. The buildings proposed by Walmart would hug Broadway, providing for urban-oriented setbacks. (Zoning Ordinance § 13-707). The total square footage of the ground floor area of a building under the D District is limited by right to 40,000 square feet but may be exceeded (without limit) as a conditional use. (Zoning Ordinance § 13-707). While the total proposed Walmart store footprint is greater than 40,000 square feet, no single department within the Walmart store would be larger than 40,000 square feet.

Notwithstanding the general compliance of Walmart's proposal with the D District regulations, D District regulations specifically allow for modification by Planned Unit Development District (Zoning Ordinance § 13-708; 13-1901). Indeed, planning and zoning standards for the Property previously were modified by Planned Unit Development District Zoning Ordinance No. 11-13. Just as Titledown Brewery sought and obtained amendments to Ordinance No. 11-13, so Walmart seeks to modify certain dimensional provisions of that ordinance to accommodate its development plans. Specifically, the proposed amended planned unit development ordinance for the Property eliminates minimum floor area ratios and maximum ground floor area.

### **3) Consistency with the AuthentiCity Plan.**

While on March 18, 2014 the Common Council endorsed the AuthentiCity Plan by resolution, that plan states on its face that "the precise building layouts, circulation patterns, square footage, and other details are not intended to be regulating." (Page 22). Rather, that plan is intended to be a "living document...responsive to change and regularly updated..." (Page 9).

The AuthentiCity Plan includes the following goals for downtown area: increased residential density, the mix of office, service and retail businesses and more grocery options to support the growing residential population. (Pages 13, 14 and 18). Walmart's concept for the Property includes a new mixed-use commercial, retail and multi-family neighborhood. The proposed development would meet these goals for the downtown area by providing a mix of retail, office and housing uses on the Property. The OBI retained lot and potential development of air rights over 2.17 acres of the Property provide opportunities for dense mixed uses and significant property value.

## Narrative Statement

- 1) Evidence that the applicant has sufficient property control to carry out the Planned Unit Development project.

Please see the attached redacted provisions from the Purchase Agreement signed by On Broadway, Inc. ("OBI"), the current owner of the Property, and Walmart.

- 2) How the proposed development meets the identified objectives of Chapter 13-1900.

- a) *Accommodation of housing of all types with convenient access to commercial facilities.*

Today, there are limited grocery and general merchandise retail offerings conveniently accessible by downtown Green Bay residents. According to the USDA, a significant number or share of low-income residents of Downtown Green Bay are more than 1/2 mile from the nearest supermarket, as shown on the USDA Food Access Research Atlas included with this Statement. In addition, both ERSI data and responses from a consumer survey conducted in 2011 regarding the downtown area indicate that there is a need for additional retail in downtown Green Bay. The proposed store would provide needed retail services to a currently underserved yet growing population. OBI is retaining a 0.12 acre lot on the southeast side of the Property to accommodate an additional 12,000 or more square feet of multi-story retail uses.

In addition, air rights available over 2.17 acres of the Property provide an opportunity for additional housing development in downtown Green Bay in a location with convenient access to commercial facilities.

- b) *Promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas.*

The proposed development would further the renaissance occurring in downtown Green Bay. The estimated \$12 to \$16 million of tax assessed value to be generated by the proposed store's improvements will serve as an economic engine, generating up to \$300,000 in annual tax revenue to support other tax-increment-finance-supported projects such as the Titledown Brewery expansion and Terrence Wall's multifamily housing development. The proposed store also will provide essential retail services, including grocery, pharmacy and general merchandise services, to serve the downtown resident, employee and visitor populations.

Walmart proposes to make available air rights over approximately 2.17 acres of the Property to allow for future third-party development of 518,000 or more square feet of high-density multi-story mixed use housing and offices, creating a mixture of residential, commercial and office uses on the Property which could generate multi-millions of additional tax assessed value. OBI is retaining a 0.12 acre lot on the

southeast side of the Property to accommodate an additional 12,000 or more square feet of multi-story mixed use development which also could generate millions of additional tax assessed value.

- A. Market Impact. As noted in the AuthentiCity Plan (page 26) a recent housing study and consumer survey indicates support for new residential development which can be accommodated within the air rights available over the Property. In addition, Green Bay conducted a housing survey in 2013. The survey showed a preference for condominiums and townhomes rather than single-family detached housing, and the desire to have a grocery store as a neighborhood amenity.

The study showed potential demand for downtown housing to include younger professionals, newcomers to Green Bay and downtown workers. The development concept proposed by Walmart for the Property, incorporating a mix of housing, office and retail, providing access to shopping and employment opportunities, offers the lifestyle sought by potential downtown residents and workers.

- B. Implementation Approach. Walmart proposes only to develop its store in the initial construction phase. The City and/or OBI could issue requests for proposals for additional development on the OBI retained parcel and/or in the air rights offered by Walmart's east parking field in the initial or future phases.

The AuthentiCity Plan contemplates that development of the Property will be completed in phases (1-10 years).

- c) *Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.*

Walmart is striving to fit aesthetically within the urban fabric of the downtown, without sacrificing an economically viable store model. Accordingly, while preserving key features of its very successful merchandising plans, Walmart proposes to implement several design features unique for big box retailers. Walmart has proposed to:

- make available air rights over 2.17 acres of the Property to allow for future multi-story high-density mixed use housing and office development;
- reduce its store size by eliminating the auto center department;
- make the building more square and compact, rather than rectangular, to reduce the perceived store size;
- move the building up to Broadway to mimic the historic location of area buildings and retain an urban edge;
- move a large portion of the parking to the east side of the building to minimize parking along Broadway;
- avoid the need and cost of moving existing overhead power lines;
- carve off a key corner outparcel next to the proposed Titledown Brewery expansion for OBI to promote further development;

- upgrade building materials and add more glass to fit the character of the area;
- incorporate a historic marker and historic photos of Fort Howard;
- make the existing buildings available for removal and preservation, at no cost, to the City and/or Historic Preservationists; and
- add an entry, bus stop and bike racks at the corner of the building on Broadway.

*d) Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.*

The Property presents significant and costly geotechnical and environmental challenges. These challenges include adverse soil conditions, dewatering, asbestos abatement, soil and groundwater contamination, building demolition, variable grades and required utility extensions, among other issues. As outlined in the attached memos from Manhard Consulting, Ltd. and Braun Intertec Corporation, subject to further investigation, Walmart currently estimates that it will incur between \$5,850,000 and \$6,900,000 in costs to address existing site challenges and ready the Property for development.

While these site challenges suggest that the Property is devoid of environmental features warranting preservation, Walmart respects the history of the Property as a possible location of Fort Howard as well as its known industrial heritage. Accordingly, as outlined above, Walmart proposes to develop improvements in a manner respectful of the heritage of the Property. Walmart also would be mindful of, and provide opportunities for, the Historical Society to recover any historic artifacts encountered during construction on the Property.

*e) Preservation of historic buildings, structures, or landscape features through adaptive reuse of public or private preservation of land.*

No features on the Property have been designated as historic by federal or state authorities. Given their age and poor condition, it is infeasible to re-use existing building walls. However, Walmart seeks to develop the Property in a manner respectful of the Property's industrial heritage--placing its primary store building along Broadway and utilizing materials and colors found in the area. Walmart will also incorporate a historic marker and historic photos of Fort Howard in the development of the Property.

In addition, Walmart will make the existing buildings on the Property available for removal and preservation, at no cost, to the City and/or historic preservationists.

*f) Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.*

Walmart proposes to enhance pedestrian and bus stop amenities along Broadway Street, including adding a significant store entry and bike racks at the southwest corner of the proposed store building, Walmart also proposes to emphasize open space along Kellogg Street, the railroad tracks to the east and the stormwater feature at the north of the Property. If allowed to develop its store, Walmart also would promote and participate in OBI activities and events.

- g) *Coordination of architectural styles and building forms to achieve greater compatibility with surrounding land uses.*

See 2(c) above and 6 below.

- h) *Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.*

Walmart has revised its development plans to retain existing overhead power lines and avoid interference with cumbersome below-ground utilities.

Walmart strives to serve, not just customers and employees visiting the Property by car, but also those arriving by bus or by walking. Accordingly, Walmart proposes to enhance the bus stop and pedestrian features at the Property.

Walmart is a leader in sustainable development and operations and proposes to implement multiple sustainability measures both in the construction and operation of its store. To maximize recycling and energy conservation opportunities, Walmart will utilize daylight harvesting, LED lighting, energy efficient HVAC, ozone friendly refrigerants, recycled water heating, low-maintenance flooring, non-PVC roofs, recycled steel and various recycling methods.

- 3) Development schedule showing the timing and phasing of the proposed development.

The proposed development of Walmart's store is anticipated to be completed in an initial phase. Walmart hopes to open the store approximately one year after store construction commences. Development of the 0.12 acre lot at the corner of Kellogg and Broadway will be driven by OBI. Future development of the air rights over 2.17 acres of the Property will be driven by any third-party or city development agency able to implement a feasible development plan, subject to minimizing adverse impacts on Walmart's store operations.

- 4) A summary of the total number of units of each residential use, the acreage devoted to all land uses, and the overall net density of the development.

Initially, there will be no residential uses on the Property. Approximately 3.5 acres will be devoted to the store building and approximately 7.5 acres will be used for parking and other paved areas. Approximately 4.37 acres will be devoted to open space (approximately 28% of the Property) with an additional approximately 1.2 acres devoted

to stormwater management.

Walmart proposes to make available air rights over 2.17 acres of the Property to accommodate future multi-story, mixed use housing and office development.

5) A summary of the use, height and gross floor area of all buildings.

The proposed development will provide general retail sales, including general merchandise sales, a full service grocery with deli, produce, bakery, liquor and dry goods departments, a pharmacy and a garden center. In addition, the store may include some combination of a bank or savings and loan, dental, optical and medical clinics, a photography studio and processing lab, and various other customer service components such as a beauty shop and/or restaurants, etc., as well as customary accessory uses. The store building will measure approximately 154,000 square feet in area. The height of the store building will vary from approximately 27 feet to 34 feet. Parking should be provided as depicted on enclosed plans to adequately meet customer expectations, but parking areas shall be well articulated and landscaped.

Walmart proposes to create air rights over 2.17 acres of the Property to accommodate multi-story mixed use housing and office development. One outparcel adjacent to the store site will be retained by OBI and be available for future multi-story mixed use development.

6) Architectural design standards that will be implemented as part of the development.

The building materials for the store will consist of predominately promenade quik-brik and a tan colored architectural precast finish. The colors and hues of these materials have been selected to be sympathetic with existing material colors found in the area. To complement the primary building colors, the design uses charcoal black finished anodized aluminum storefront systems. Other metal architectural features such as the awnings, entrance canopies and trellis structures will be constructed of a mix of steel and aluminum. These architectural features will also be either powder coated or painted in a charcoal black to ensure consistency in the store design.

To further enhance the aesthetic qualities of the store, precast concrete sills, caps and accents will be integrated throughout the design. The parapet of the building will be topped with an EIFS cornice system that will be colored to match the architectural precast used throughout the design.

Both clear vision and spandrel glass will be utilized. The clear vision and spandrel glass will have a slightly blue tint to aid in the aesthetics and color of the reflection projected from its surface. To limit the amount of spandrel used at the walking level, the design calls for the incorporation of Fort Howard historical compositions.

Both main entrances to the store will be heavily glazed and clearly identified both architecturally as well as with non-lit directional signage. To maintain human scale, the

corner and garden center will have a metal trellis system, the cart storage areas will utilize storefront clear glazing and a lower roof, and the main entries will have a large clear vision transom over the doors. The store will have a flat roof sloping at 1/4" per 1'-0" from left to right with a membrane which will meet an SRI greater than 78. All snow loading requirements will be met.

Along the Broadway Street facade, geometries, materials and aesthetics will be utilized to create a commercial edge along the main arterial street. Vertical windows are included that extend from the ground to the roof. Pedestrian amenities such as street trees, planters, bike racks, benches, and historical pieces will be used to maintain human scale. Where this elevation meets the front, a trellis will be incorporated with doors that face Broadway to create an easily accessible entrance from the street. A low quick-brik wall with an ornamental fence, pedestrian amenities and landscaping will be utilized to extend the urban streetscape feel down the edge of the main parking lot. These elements aid in creating an urban streetscape and act as a screen between Broadway and the parking area.

7) The anticipated market which the development is intended to serve.

Residents, employees and visitors to downtown Green Bay make up with anticipated market for the development. Downtown Green Bay is currently underserved by both retail and grocery providers. As noted above, both ERSI data and responses from a consumer survey conducted in 2011 regarding the downtown area indicate that there is a need for additional retail (grocery in particular) in downtown Green Bay. In addition, one goal and objective of the AuthentiCity plan is adding grocery and other essential retail options to the downtown (page 18).

8) The form of ownership and maintenance of all common open space, recreational facilities, and other common areas intended for the exclusive use of the residents.

The Property will be owned by Walmart. The outparcel adjacent to the southwest corner of the Property will be retained by OBI. The proposed air rights will be made available for future development, likely through the creation of a condominium or an easement.

9) List of proposed protective covenants, easements, or restrictions to be imposed to protect open space and other identified resources.

None.

10) Any variances, modifications, or waivers requested from the development standards of Chapter 13 and the reasons for the request.

Walmart is requesting that Planned Unit Development Zoning Ordinance No. 11-13 be amended to accommodate development of the Property consistent with Walmart's proposed plans.

Green Bay (C), WI  
Store No. 80619

**PURCHASE AGREEMENT**

Date June 25, 2013

8e019

This Purchase Agreement (this "**Agreement**") is entered into by and between **ON BROADWAY, INC.**, a Wisconsin corporation ("**Seller**") and **and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust** ("**Buyer**"), upon the following terms and conditions:

1. Sale and Purchase. Pursuant to this Agreement, Seller shall sell and Buyer shall purchase the approximately 15.77 acre parcel of property located at the northeast corner of N. Broadway and Kellogg in the City of Green Bay, WI, together with all improvements thereon, easements, water rights, mineral rights and other rights appurtenant thereto and all of Seller's right, title, and interest in any public rights-of-way adjoining the property, together with any and all development fees, impact fees, water, sewer or other utility tap, connection, meter or service fees or amounts which have been paid to any governmental authority in connection with any previous development of the property or any utility service provided to any improvement located on said land (collectively, the "**Property**") depicted and described in **Exhibit A** hereto

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates set forth below their respective signatures.

**SELLER:**

**On Broadway, Inc.**  
a Wisconsin Corporation

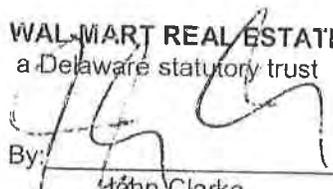
By:   
Name: Gregory J. Larsen  
Its: President  
Date: 5/29, 2013

[signatures continue on the following page]

SIGNATURE PAGE TO PURCHASE AGREEMENT BETWEEN ON BROADWAY, INC.  
AND  
WAL-MART REAL ESTATE BUSINESS TRUST

**BUYER:**

**WAL-MART REAL ESTATE BUSINESS TRUST,**  
a Delaware statutory trust

By: 

John Clarke

Its: Vice President-Real Estate

Date: 10-25, 2013

[exhibits appear on following pages]

**Project:** Walmart Store #7075  
Southeast of Mather Street & Broadway Street  
Green Bay, Wisconsin

Braun Project MI-13-04893

**To:** Ryan Solum, Manhard Consulting

**From:** Steve Martin, Mark Ciampone

**Date:** December 24, 2013

At the request of Manhard Consulting, this memo is being provided to summarize the geotechnical and environmental concerns at the property located at the southeast corner of Mather and Broadway Streets in Green Bay, Wisconsin.

*Geotechnical*

The soil profile on the Site consists of undocumented fill soils overlying native alluvial (water deposited) soils. Undocumented fill soils are soils that appear to have been placed with variable compactive effort, may contain debris or organic materials and have not been observed and tested during their placement.

This is evidenced in several of the borings where brick, cinders and concrete intermixed within the undocumented fill were encountered. In addition, one of the borings, ST-46, was noted to have petroleum-like odors. It is common practice to either remove or correct undocumented fill below proposed buildings to reduce the risk of damage to the buildings. The Site also has a layer of slightly to moderately organic native soils below the fill in many of the borings. The organic soils are considered to be unsuitable to support buildings and will also either require removal or correction. Groundwater was encountered at depths as shallow as 5 feet, which could require extensive dewatering if the unsuitable soils are removed and replaced with engineered backfill.

Based on the information available at this time, we estimate an approximate cost range of \$400,000 to \$600,000 to address the geotechnical soil issues.

*Environmental*

The eastern portion of the Site was formerly a rail yard from the late 1800s until sometime in the mid-1990s.

During the historical operations as a rail yard, portions of the yard were used for oil warehouses (Standard Oil Bulk Facility on the south end, and an unnamed oil warehouse on the northern end), as well as supporting structures for the rail yard. The storage and transfer of petroleum products (via pipelines or hoses) at these oil warehouses and bulk oil facilities provided the potential for releases of petroleum products to the soil and groundwater.

The rail yard supporting structures included a round house (used to repair and maintain steam locomotives), a boiler room, repair shop, and warehouses. While not shown on the historical maps, the rail yards would typically have a coal house and a cinder pit where the unburnt coal and ashes from the steam locomotive were dumped. Cinders and ashes are also commonly found in the upper fill soils at rail yards as they were used to fill in low areas or help build up the yard due to their abundance. The presence of cinders and ash present the potential for elevated heavy metals concentrations in the fill, as well as the presence of carcinogenic semi-volatile organic compounds.

**Braun Intertec Corporation**

1826 Buerkle Road  
Saint Paul, MN 55110

Phone: 651.487.3245

Fax: 651.487.1812

The repair and maintenance activities at the rail yard typically involved the use, storage and disposal of petroleum and/or hazardous substances. Similar to the oil warehouse/bulk oil facilities, the use, storage and disposal of these substances provided the potential for releases to the soil and groundwater.

Experience with rail yards shows that structures were built and demolished as the rail yard changed to meet the industry demands. Typically, footings were left in place and covered. Unused rail lines were sometimes buried, or the steel rail removed and the ties and ballast left in place. Additionally, experience shows that there is a potential for buried steam lines or water pipes that were insulated using asbestos. When encountered during redevelopment, the asbestos-insulated piping requires special management.

Fill soils (or native soil) impacted with petroleum and hazardous substances that require removal during redevelopment will require special management and disposal. While some of the impacted soils may have contaminant concentrations that allow re-use under State guidelines, the geotechnical attributes of the soils at the Site will likely dictate that most of the soils will require off-site disposal as they cannot bear the required structure loads or will allow too much future settlement.

We estimate that subsurface investigation activities and remedial actions needed during redevelopment of the Site would be approximately \$700,000 to \$800,000 based on information available at this time.

#### *Conclusion*

We hope this memo has provided a helpful summary of the potential environmental and geotechnical challenges at the Site. In summary, we estimate that costs to remediate the geotechnical and environmental challenges at the site range from \$1,100,000 to \$1,400,000.

**Braun Intertec Corporation**  
1826 Buerkle Road  
Saint Paul, MN 55110

Phone: 651.487.3245      Fax: 651.487.1812



Civil Engineering  
Surveying  
Water Resources Management  
Water & Wastewater Engineering  
Supply Chain Logistics  
Construction Management  
Environmental Sciences  
Landscape Architecture  
Land Planning

## MEMO

**To: Deborah Tomczyk, Reinhart Law**

**From: Ryan Solum, P.E.**

**Date: 12/31/13**

**Re: Walmart Store #7075  
Southeast of Mather Street & Broadway  
Green Bay, WI**

This memo is being provided to summarize sitework costs associated with the development of the property at the southeast corner of Mather and Broadway Streets in Green Bay, Wisconsin.

### ***Geotechnical/Environmental (Cost \$1,100,000 to \$1,400,000)***

Based on a Memo received by Braun Intertec dated December 31, 2013 the existing site consists of several geotechnical and environmental issues which will cause significant cost impacts to the development of the site. These issues are discussed in further detail in the Braun Intertec Memo, but include undocumented fill soils, petroleum like odors, dewatering due to high water table, asbestos abatement, soil/groundwater contamination.

### ***Demolition (Cost \$1,500,000 to \$1,600,000)***

The existing site consists of a multi-story masonry building, parking lot area and underground utilities which are to be demolished prior to re-development of the site. In addition, overhead transmission lines extend in a north-south direction through the site. Based on conversations with ATC (American Transmission Company), the relocation of the overhead transmission lines would require an engineering design by the utility company, as well as substantial costs and very long lead times.

***Earthwork (Cost \$900,000 to \$1,000,000)***

Earthwork excavation and fill operations will be required to eliminate the 6' berm in the middle of the site, construct detention facilities, fill the existing basement and provide proper overland drainage. In addition, topsoil will need to be imported for placement within landscape areas. Proper erosion control measures will be implemented during construction to ensure that site runoff is properly treated prior to leaving the site and into the adjacent storm sewers and waterways.

***Utilities (Cost \$600,000 to \$700,000)***

Water Main will connect to the existing main within Broadway and looped within the parking lot to provide domestic and fire protection service as well as hydrant coverage for the entire building. A booster pump to provide proper fire protection service is anticipated. Sanitary sewer will connect to the existing main located within Broadway and extended to the proposed building. Storm sewer will convey stormwater to the detention facility. A restrictor structure and storm sewer will then be utilized to convey the stormwater from the proposed detention facility off-site.

Dry utilities such as gas, telephone and electric will be extended to the proposed building. Conduits and sleeves will be installed as well as transformer pads prior to installation of these utilities.

***Paving, Signage, Striping and Lighting (Cost \$1,400,000 to \$1,500,000)***

Standard Duty pavement will be installed in areas exposed to vehicular traffic and Heavy duty pavements will be installed along all truck routes. Curb and gutter will be provided along the perimeter of all parking lot areas. Proposed sidewalks will direct all pedestrians from public ROW to the store entrances. Parking lot signage, striping and lighting will provide a safe environment for vehicular and pedestrian traffic.

***Landscaping and Irrigation (Cost \$250,000 to \$300,000)***

Landscaping and irrigation will be installed throughout the site. Decorative fencing, landscape planter boxes and tree grates will be provided along Broadway Avenue. Perimeter landscaping will consist of a dense variety of trees and shrubs. Interior landscaping will include densely vegetated islands within the parking lot. An irrigation system will be installed as well as a 1-year landscape maintenance warranty by the General Contractor to ensure that all plant materials are alive and thriving.

***Off-Site Roadway Improvements (Cost \$100,000 to \$400,000)***

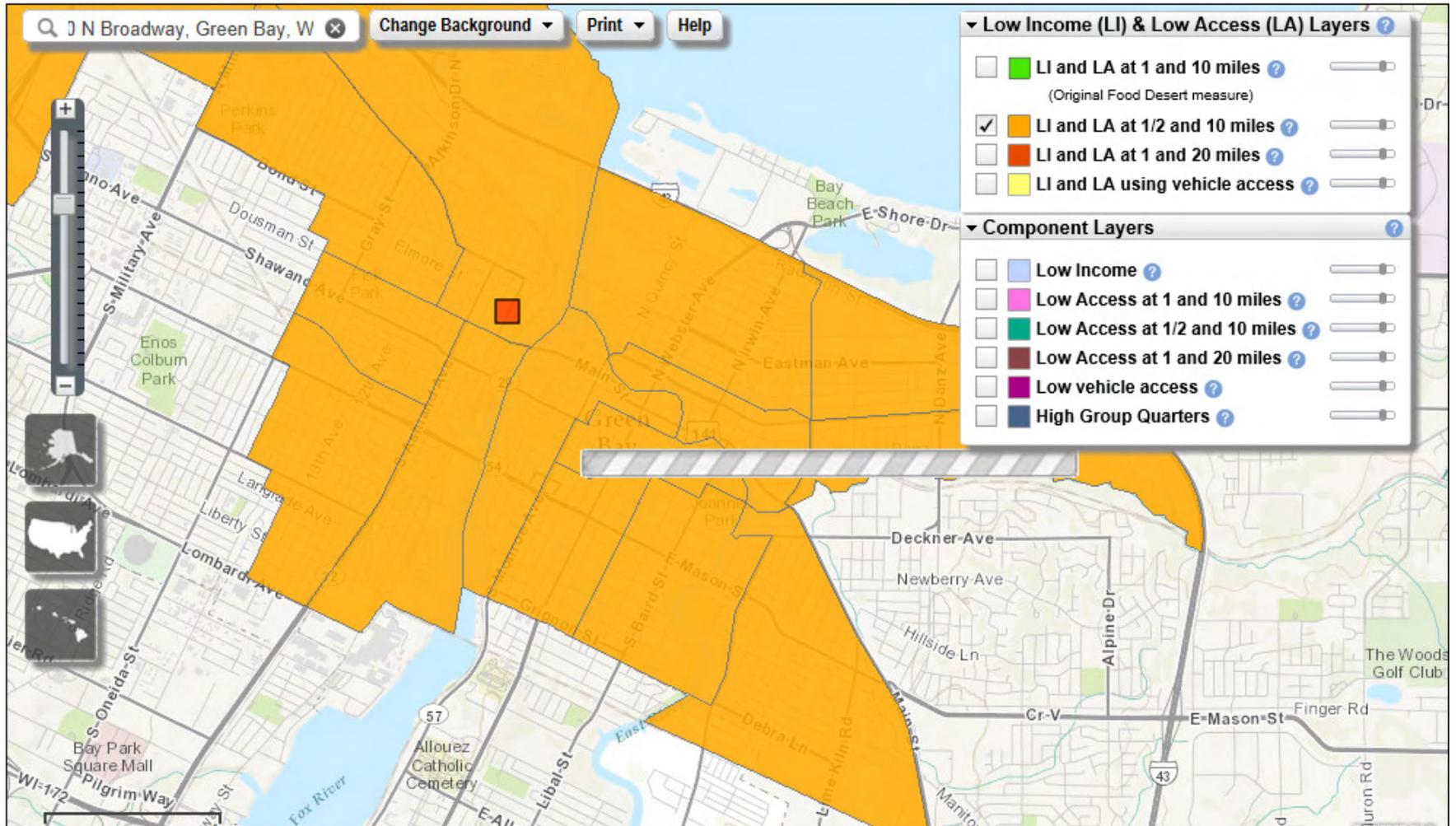
Off-site improvements will require the removal of curb cuts as well as the construction of new curb cuts along Broadway and Mather Streets. Based on projected traffic data, additional improvements to the intersection of Mather Street and Broadway Ave. may be necessary.

***Conclusion (Total Sitework Cost \$5,850,000 to \$6,900,000)***

There are several cost implications making development of the proposed site difficult. The site poses several challenges beyond a typical development as outlined above. Final costs are subject to additional investigation and approvals from the City of Green Bay.

## LEGAL DESCRIPTION

LOTS SEVENTEEN (17) AND EIGHTEEN (18) OF LARSEN GREEN, PART OF LOT ONE (1) OF VOLUME 53, CERTIFIED SURVEY MAPS, PAGE 31, MAP #7693, DOC. #2324842, BROWN COUNTY RECORDS, SAID MAP BEING LOCATED IN PART OF A CERTAIN TRACT FORMERLY KNOWN AS THE FORT HOWARD MILITARY RESERVE, NOW KNOWN AS THE RAILROAD GRANT, PART OF LOTS 13 ,14 15, 16 AND 44, AND ALL OF LOTS 17, 18, 19, 20, 21, 22, 43, 45, 46, 47 AND 48. "DOUSMAN ADDITION", AND OF THE VACATED PEARL STREET AND A 14' PUBLIC ALLEY, PART OF THE DOUSMAN CLAIM, ALL BEING LOCATED IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



Low-income census tracts where a significant number or share of residents is more than 1/2 mile (urban) and 10 miles (rural) from the nearest supermarket.

**PROPOSED WALMART STORE**  
**Northeast Corner of North Broadway and Kellogg Streets**  
**(Tax Key Nos. 5-1756 and 5-1757)**

**PLAN OF OPERATION**

1) Proposed Use. Walmart Real Estate Business Trust ("Walmart") has contracted to purchase approximately 15.5 acres located at the northeast corner of North Broadway and Kellogg Streets (the "Property") in the City of Green Bay, Wisconsin (the "City"). Walmart intends to redevelop the Property as an approximately 154,000 square foot department store (the "Store") per the enclosed site plan. The Property is currently occupied by the former Larsen Green Canning Company.

2) Activities. The Store will include several departments, such as a general merchandising/department store, full service grocery with deli, produce, bakery, liquor and dry goods departments, a pharmacy and a garden center. In addition, the Store may include some or all of a bank or savings and loan, dental, optical and medical clinics, a photography studio and processing lab, and various other customer service components such as a beauty shop and restaurants, etc., as well as customary accessory uses.

3) Hours of Operation. Walmart is seeking approval for 24 hour operations. Notwithstanding the foregoing, all applicable state and City regulations as to hours shall be complied with, including the hour's restrictions for liquor sales pursuant to Wisconsin Statutes Chapter 125.

4) Deliveries. Delivery vehicles will access the Store exclusively from Mather Street. Delivery truck parking will be only for the reasonable time required to load and unload the trucks. There will be no fleet vehicles stored on the Property. Only an average of one to three Walmart fleet delivery trucks are expected to visit the Store each day. In addition, several smaller vendor trucks/vans will deliver merchandise, such as soda and snack foods, several times each week. All loading activities will occur on-site outside of the public right of way.

5) Employees. The Store is anticipated to create between 250 and 300 jobs, with the majority of those being full-time positions.

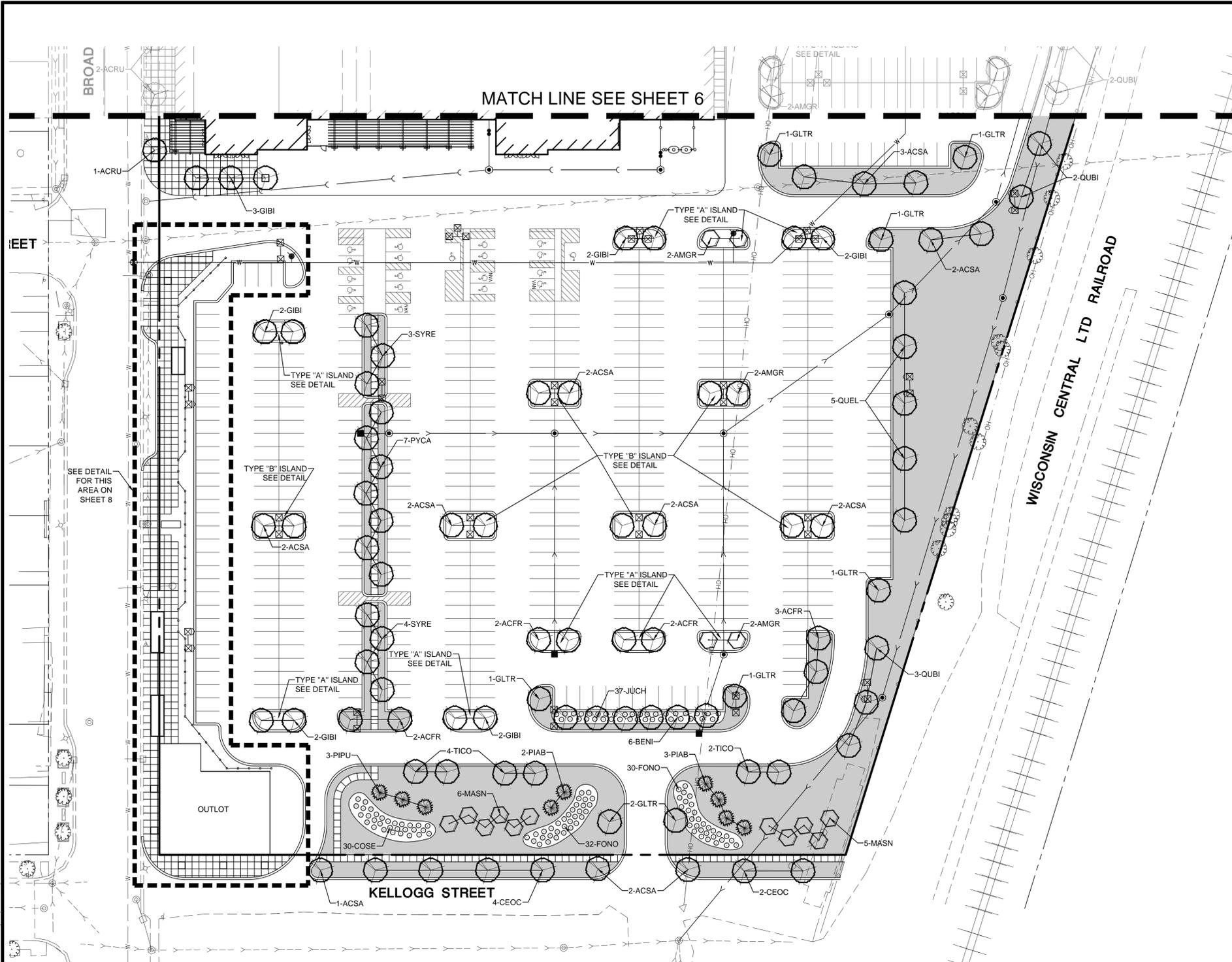
6) Security. Security cameras will be installed throughout the Property to maintain constant surveillance of the parking areas and buildings. Security lighting will also be maintained throughout the Property to enhance customer and employee safety.

7) Sustainability Measures. Consistent with its company-wide sustainability initiatives, Walmart will implement multiple sustainability measures both in the renovation and operation of the Store to maximize recycling and energy conservation opportunities. This initiative includes utilizing LED lighting, energy efficient HVAC, ozone friendly refrigerants, recycled water heating and various recycling methods. Walmart will attempt to recycle as much as possible. Any food service garbage that relates to earth grown products will be put into a

composting bin. Cardboard, paper and plastics will be recycled in bales. Grease from food service and grocery will be picked up by a recycler. Walmart will contract privately for waste disposal, and will contract to have trash dumpsters emptied several times per week.

8) Financial Implications. Walmart's purchase of the Property allows OBI to pay off \$3 million in debt guaranteed by the City of Green Bay. In addition, Walmart will take on the liabilities of addressing adverse soil conditions requiring expensive footings and a methane gas venting system, environmental remediation and building demolition and asbestos abatement. Walmart will generate property tax revenue immediately, creating an estimated \$12 million to \$16 million of tax assessed value with its Store improvements.

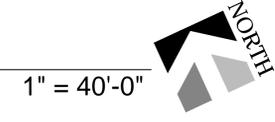




### Preliminary Plant List

Key	Quantity	Name	COMMON/ Botanical	Size	Comments
ACFR	13	AUTUMN BLAZE MAPLE/	Acer x freemani 'Jeffersred'	2-1/2' BB	
ACRU	15	NORTHWOODS RED MAPLE/	Acer rubrum 'Northwood'	2-1/2' BB	
ACSA	28	GREEN MOUNTAIN SUGAR MAPLE/	Acer saccharum 'Green Mountain'	2-1/2' BB	
ALGL	12	BLACK ALDER/	Alnus glutinosa	8' BB	
AMGR	8	AUTUMN BRILLANCE SERVICEBERRY/	Amelanchier grandiflora 'Autumn Brilliance'	8' BB	
ARME	31	VIKING BLACK CHOKEBERRY/	Aronia melanocarpa 'Viking'	3'	Planted 4'-0" on center
BENI	6	RIVER BIRCH/	Betula nigra	10' BB	3 stem clumps
BETH	8	GOLDEN BARBERRY/	Berberis thunbergii 'Aurea'	18"	Planted 3'-0" on center
CAAC	119	FEATHER REED GRASS/	Calamagrostis acutifolius	#3 Container	Planted 3'-0" on center
CEOC	14	COMMON HACKBERRY/	Celtis occidentalis	2-1/2' BB	
COHE	258	HESSE COTONEASTER/	Cotoneaster x 'Hesse'	18"	Planted 3'-0" on center
CORA	22	GRAY DOGWOOD/	Cornus racemosa	3'	Planted 4'-0" on center
COSE	30	BAILEY RED TWIG DOGWOOD/	Cornus sericea 'Bailey'	3'	Planted 4'-0" on center
FONO	118	NORTHERN GOLD FORSYTHIA/	Forsythia 'Northern Gold'	3'	Planted 5'-0" on center
GIBI	21	AUTUMN GOLD GINKGO/	Ginkgo biloba 'Autumn Gold'	2-1/2' BB	Male only
GLTR	15	SKYLINE HONEYLOCUST/	Gleditsia triacanthos var. inermis 'Skyline'	2-1/2' BB	
JUCH	37	GREEN SARGENT JUNIPER/	Juniperus chinensis sargentii 'Viridis'	18"	Planted 3'-0" on center
MASN	11	SNOWDRIFT CRABAPPLE/	Malus 'Snowdrift'	8' BB	Multi-stem
MISI	48	RED FLAME GRASS/	Miscanthus sinensis 'Purpurascens'	#3 Container	Planted 3'-0" on center
PIAB	15	NORWAY SPRUCE/	Picea abies	6' BB	
PIPU	15	COLORADO GREEN SPRUCE/	Picea pungens	6' BB	
PISY	7	SCOTCH PINE/	Pinus sylvestris	6' BB	
POFR	10	McKAY'S WHITE POTENTILLA/	Potentilla fruticosa 'McKay's White'	18"	Planted 3'-0" on center
PYCA	7	AUTUMN BLAZE PEAR/	Pyrus calleryana 'Autumn Blaze'	2-1/2' BB	
QUBI	17	SWAMP WHITE OAK/	Quercus bicolor	2-1/2' BB	
QUEL	16	NORTHERN PIN OAK/	Quercus ellipsoidalis	2-1/2' BB	
RHAR	357	GRO-LOW FRAGRANT SUMAC/	Rhus aromatica 'Gro-Low'	#3 Container	Planted 3'-0" on center
SPVA	13	RENAISSANCE SPIREA/	Spirea vanhouttei 'Renaissance'	3'	Planted 4'-0" on center
SPHE	360	PRAIRIE DROPSEED/	Szporobolus heterolepis	#3 Container	Planted 3'-0" on center
SYPR	10	MISS CANADA LILAC/	Syringa x prestoniana 'Miss Canada'	3'	Planted 5'-0" on center
SYRE	7	IVORY SILK LILAC TREE/	Syringa reticulata 'Ivory Silk'	2-1/2' BB	
THOC	31	TECHNY ARBORVITAE/	Thuja occidentalis 'Techny'	4'	Planted 4'-0" on center
VIDE	18	ARROWWOOD VIBURNUM/	Viburnum dentatum	3'	Planted 4'-0" on center

Landscape Plan  
Scale:



#### Plant Material Legend

- os - Open Space Landscaping
- pl - Parking Lot Perimeter Landscaping
- pi - Parking Lot Interior Landscaping
- bs - Buffering & screening Landscaping

#### LEGEND

- Area to be Sodded (CONTRACTOR SHALL MOW WITHIN THIS AREA)
- Cardo/J.F. New Economy Prairie Seed Mix (CONTRACTOR SHALL NOT MOW WITHIN THIS AREA)
- Cardo/J.F. New Storm Water Seed Mix (CONTRACTOR SHALL NOT MOW WITHIN THIS AREA)
- Contractor shall NOT mow within the delineated area. Contractor shall mow only to the top of bank, top of side slope, or the perimeter fence of the stormwater conveyance or collection areas. For details, reference Section 02900 - Planting Specification, Extended Maintenance.

CALL DIGGERS HOTLINE

1-800-242-8511  
TOLL FREE

WIS STATUTE 182.0175(1974)  
REQUIRES MIN. 3 WORK DAYS  
NOTICE BEFORE YOU EXCAVATE  
1-800-242-8511

SEAL

DRAWN BY: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PROPOSED WAL-MART SUPERCENTER NO. 7075-00  
 CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN  
 SOUTH SECTION - LANDSCAPE PLAN

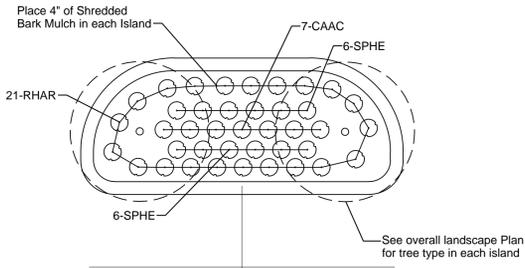
PROJ. MGR: TTR  
 PROJ. ASSOC: RJS  
 DRAWN BY: \_\_\_\_\_  
 DATE: 01-03-14  
 SCALE: 1"=XX'

7 OF 10

SHEET

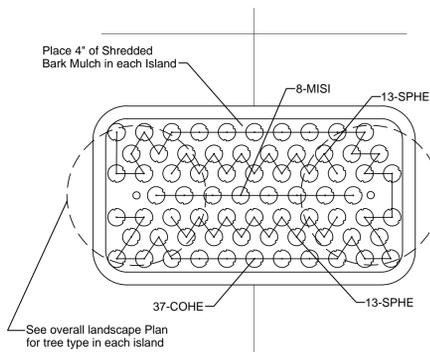
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Glenn M Christensen, ASLA, RLA  
Wisconsin Registered Landscape Architect LA-172



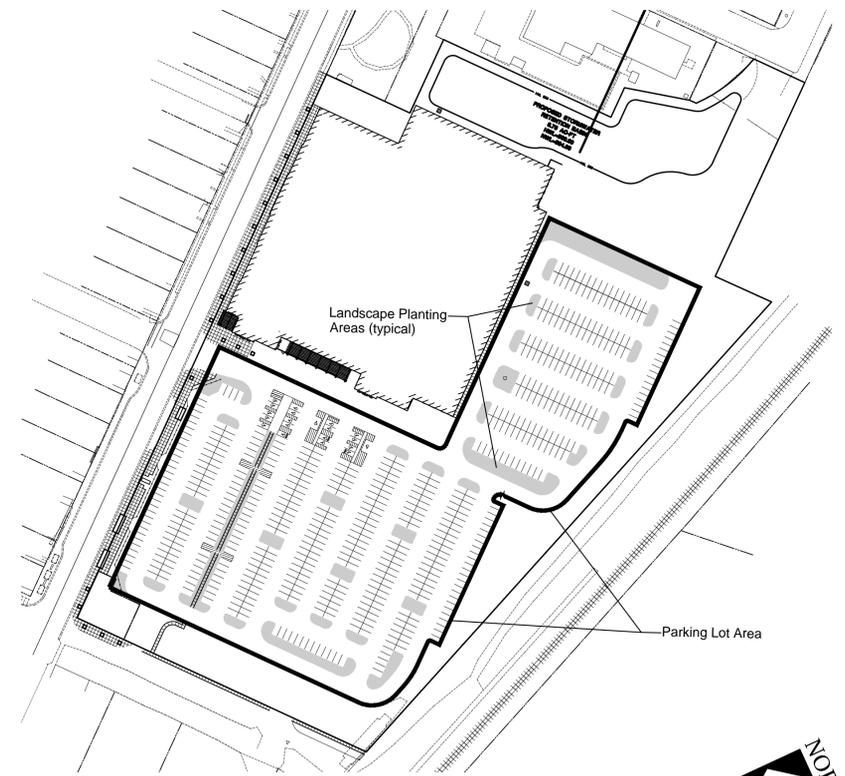
Type "A" Island Planting Detail (17 Total)

Scale: 1" = 10'-0"



Type "B" Island Planting Detail (6 Total)

Scale: 1" = 10'-0"



Parking Lot Area

No Scale



City of Green Bay  
Required Landscaping

Interior Parking Lot Landscaping

10% of interior of parking lots shall be devoted to landscape planting areas

Total Parking Area 300,887.63 square feet  
Required 10% Planting Area 30,088.76 square feet

Planting Area on Plan 34,381.71 square feet / 11.43%

Shade Trees

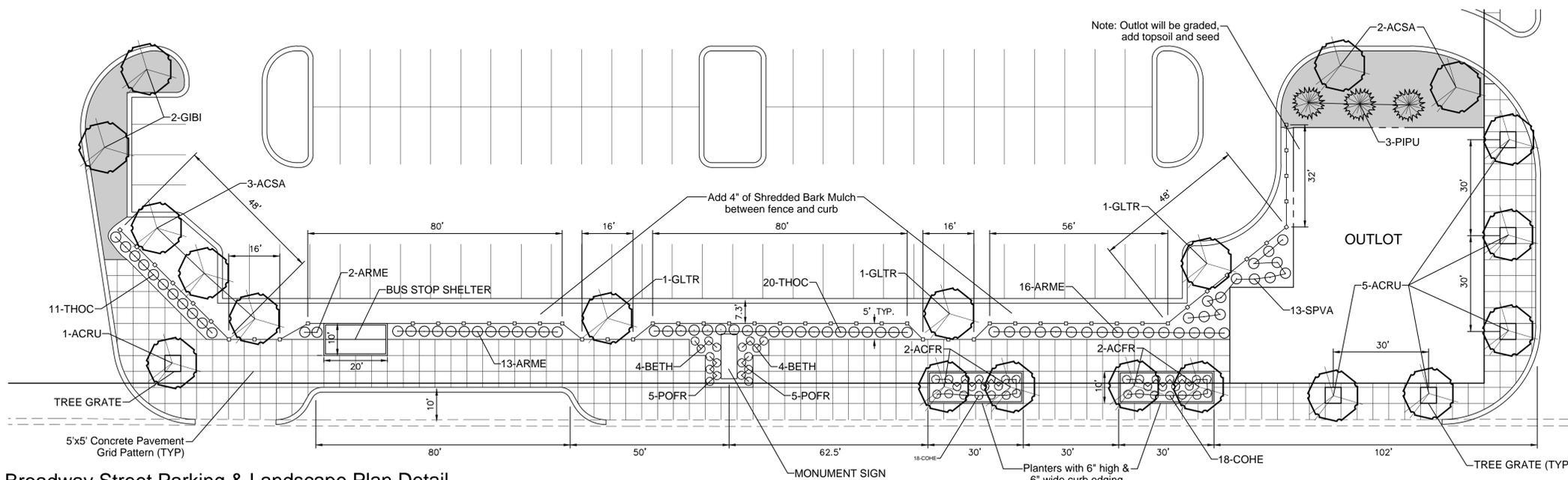
1 tree per 15 spaces required

643 parking spaces  
15 spaces = (42.86) = 43 shade trees required

Trees on Plan within parking area - 94

LEGEND

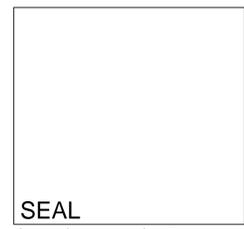
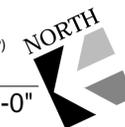
- Area to be Sodded
- Cardo/J.F. New Stormwater Seed Mix



Broadway Street Parking & Landscape Plan Detail

Scale:

1" = 20'-0"



Glenn M Christensen, ASLA, RLA  
Wisconsin Registered Landscape Architect LA-172

**Manhard CONSULTING LTD.**  
 800 Wisconsin Professional Building, 1000 Wisconsin Avenue, Suite 1000, Green Bay, WI 54903  
 Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers • Environmental Scientists • Planners  
 Construction Managers • Environmental Architects • Landscape Architects • Planners

DATE	
REVISIONS	

PROPOSED WAL-MART SUPERCENTER NO. 7075-00  
 CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN  
 LANDSCAPE ISLAND DETAIL

PROJ. MGR:	TJR
PROJ. ASSOC:	RJS
DRAWN BY:	REH
DATE:	01-03-14
SCALE:	AS NOTED

SHEET  
**8 OF 10**  
 WALGBW 130374

January 3, 2014 - 13:09  
 Draw Name: P:\Wisconsin\New\Green Bay\Green Bay\Landscaping\Plan Set\08-LANDSCAPE-DET.dwg  
 Location: Bk\_mcdonald



### Plan Key:

	General Merchandise	- 88,538 SF
	Grocery	- 37,885 SF
	Common Support	- 25,961 SF
	Food Tenant	- 1,246 SF
	Pharmacist	- 830 SF

\*Internal Square-Footages are subject to change based on final interior layout plans.

BROADWAY STREET (WISDOT JURISDICTION)

# Walmart 154,000 SF

General Merchandise

Grocery

Receiving

Loading

Outdoor Living

Vestibule

PROPOSED TRAFFIC SIGNAL



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com  
DESIGN REPRESENTATION ONLY NOT FOR CONSTRUCTION  
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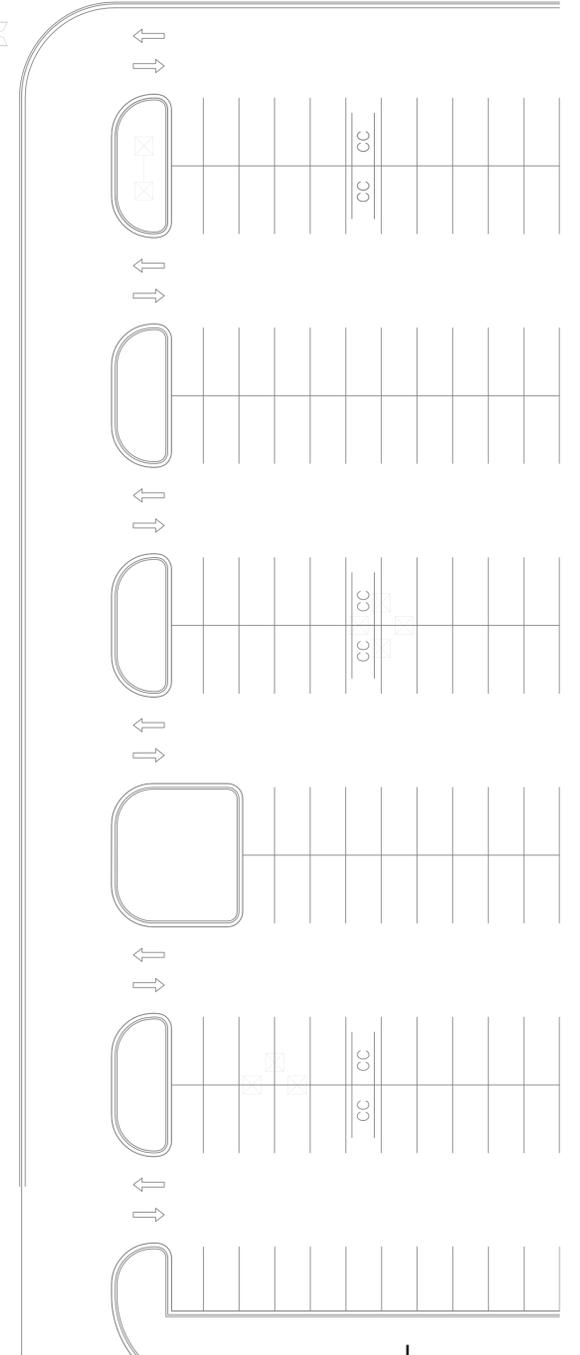
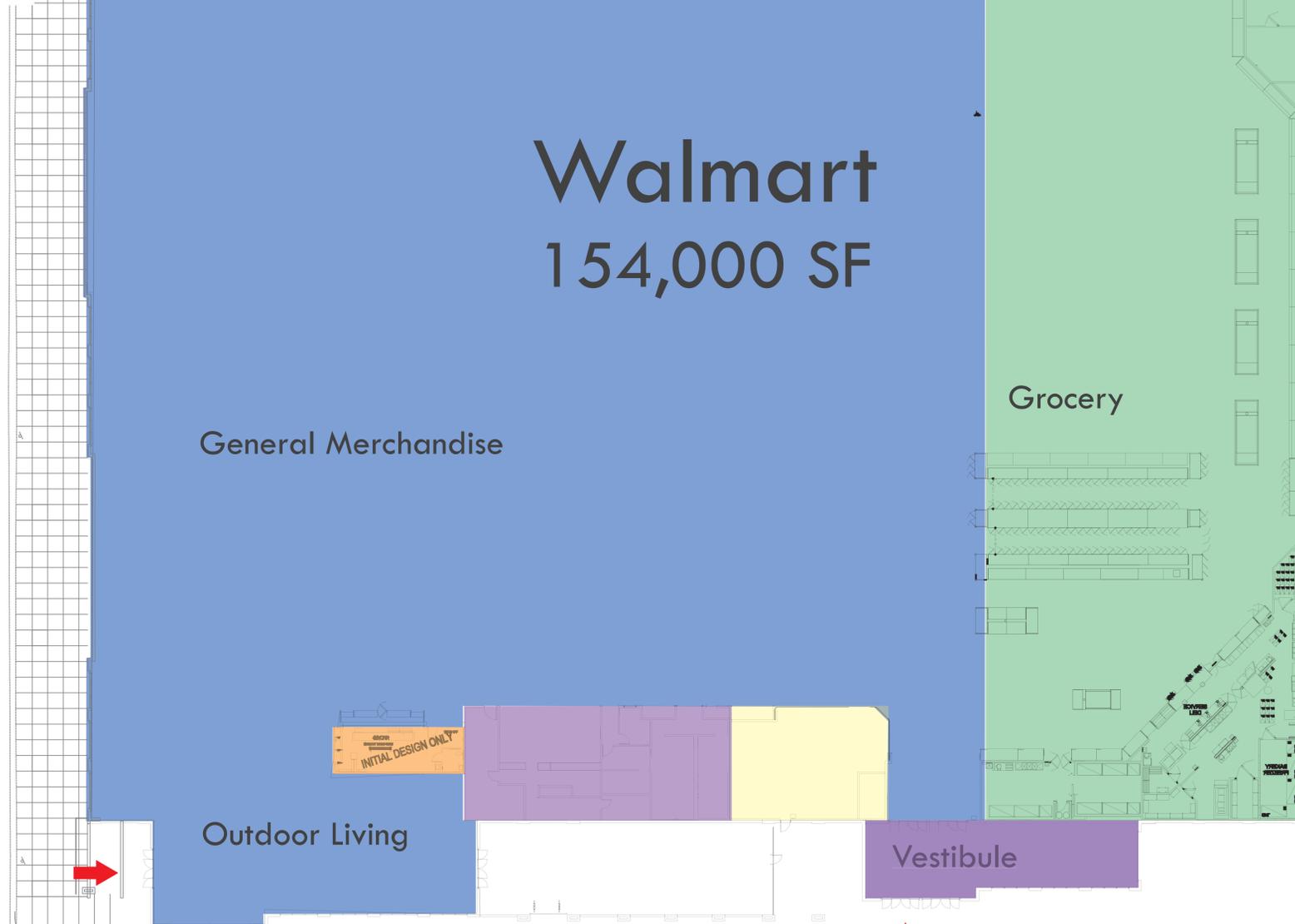
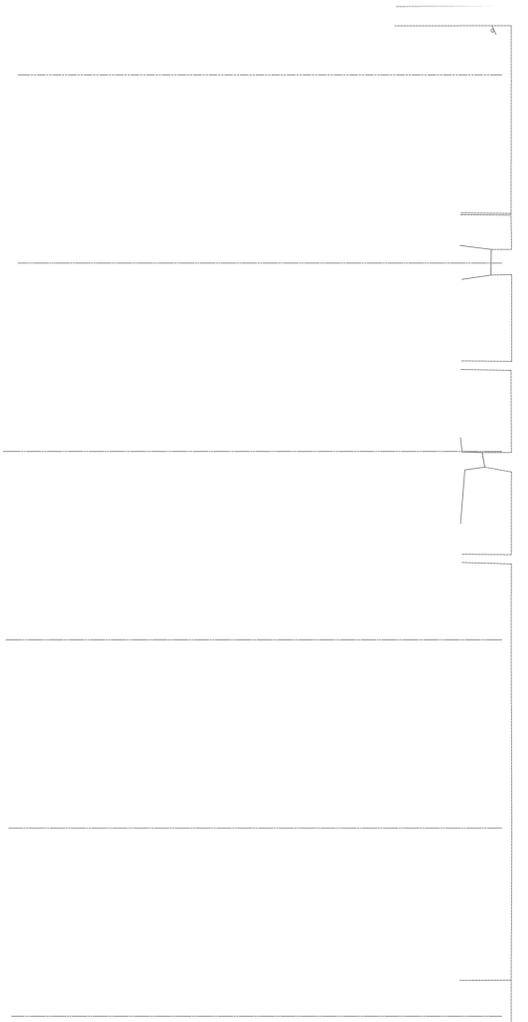
Store Layout Plan

| Resubmission: June 2, 2014 |

Broadway Street.  
Green Bay, WI



# A1.0





Elevation Key Notes:

1	Open Metal Framing System	11	Painted black metal screen system
2	Arch. Precast Concrete	12	Painted Hollow Metal Door
3	Quik-Brik (Promenade)	13	Metal Roll Down Door
4	Directional Sign	14	
5	Glass Storefront System	15	
6	Spandrel Glass Storefront System	16	
7	Arch. Precast Base	17	
8	Illuminated Sign	18	
9	Metal Awning System	19	
10	Metal panel	20	
		21	

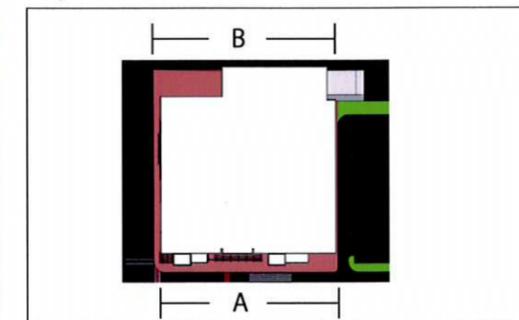
Perspective of Front:



Perspective of Front:



Key Plan:



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com

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Elevations [Front & Rear]

| Resubmission: June 2, 2014 |

Broadway Street.  
Green Bay, WI



A1.1



[C] Right Elevation



[D] Left Elevation

Elevation Key Notes:

1	Open Metal Framing System	11	Painted black metal screen system
2	Arch. Precast Concrete	12	Painted Hollow Metal Door
3	Quik-Brik (Promenade)	13	Metal Roll Down Door
4	Directional Sign	14	
5	Glass Storefront System	15	
6	Spandrel Glass Storefront System	16	
7	Arch. Precast Concrete	17	
8	Illuminated Sign	18	
9	Metal Awning System	19	
10	Metal panel	20	
		21	

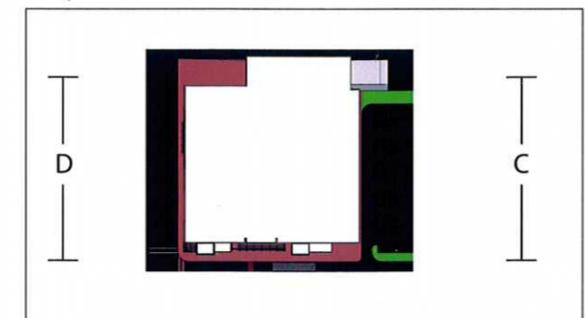
Perspective of Left:



Perspective of Left:



Key Plan:



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

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Elevations [Right & Left]

| Resubmission: June 2, 2014 |

Broadway Street.  
Green Bay, WI

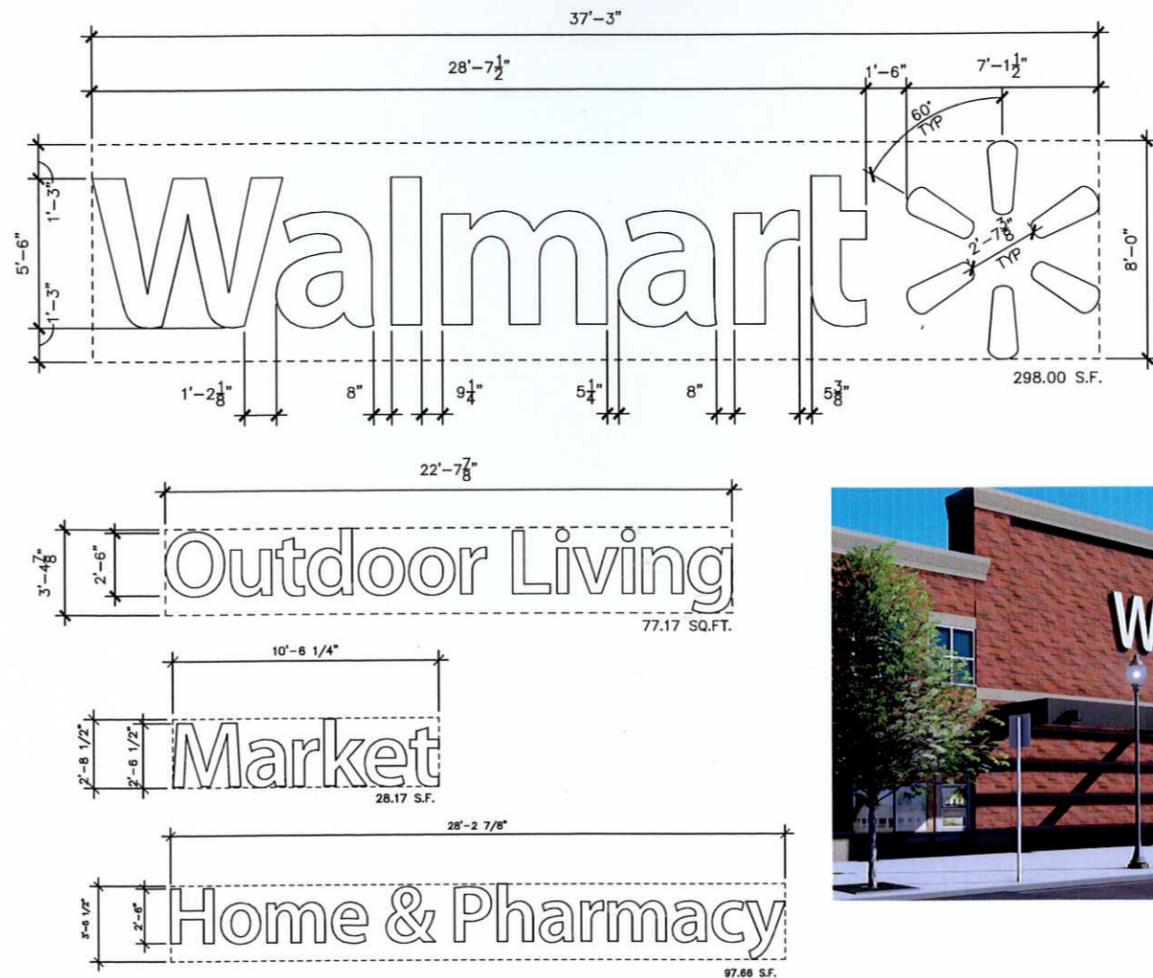


A1.2



Front Building Elevation

### Signage Profile and Dimensions



### Signage Calculation Information

Walmart Building Associated Tabulation Chart							
Front Signs	#	Type	Color	Height	Illumination	Sq. Ft.	Total Sq.Ft.
Walmart	1	Business	White	5'-6"	Channel Lit.		298.00
Spark		Business	Yellow	8'-0"	Channel Lit.	298.00	
Market	1	Directional	White	6'-10"	n/a	28.17	203.00
Home & Pharmacy	1	Directional	White	3'-5"	n/a	97.66	
Outdoor Living	1	Directional	White	3'-5"	n/a	77.17	
* Front Signage Total Sq. Ft.							501.00
Rear Signs	#	Type	Color	Height	Illumination	Sq. Ft.	Total Sq.Ft.
Walmart	1	Business	White	5'-6"	Channel Lit.		298.00
Spark		Business	Yellow	8'-0"	Channel Lit.	298.00	
* Right Side Signage Total Sq. Ft.							298.00
* Walmart Building Total Sq. Ft. (Excludes Site Pylon/Monument )							799.00



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

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The building images shown are a representation of the current design intent only. The building images may not reflect variations in color, tone, hue, tint, shading, ambient light intensity, materials, texture, contrast, font style, construction variations required by building codes or inspectors, material availability or final design detailing.

### Walmart Signage Information Sheet

| Resubmission: June 2, 2014 |

Broadway Street.  
Green Bay, WI



A1.3

Front Perspective



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Front Perspective

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Broadway Street.  
Green Bay, WI



A1.4



Outdoor Living Vestibule



Market Vestibule



Outdoor Living Area



Market Vestibule



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Miscellaneous Perspectives

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Broadway Street.  
Green Bay, WI



A1.5



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Miscellaneous Perspectives

| Resubmission: June 2, 2014 |

Broadway Street.  
Green Bay, WI



A1.6



ROADWAY AREA LIGHTING



(shown) Direct Arm Mount DA



## THE EDGE Area Square

THE EDGE area square luminaires offer excellent uniformity for applications such as roadways, parking lots and large common spaces for pedestrians and motorists.

- Energy-saving two-level options
- Optional backlight cutoff shield
- Low-profile modular design

For pole options that feature BetaLED's exclusive DeltaGuard finish, visit the Technical Library at [www.BetaLED.com](http://www.BetaLED.com)



Adjustable Arm  
AA



Direct Arm Long  
DL



Post Top  
R3



Post Top 4" Square  
R4

PRODUCT	FAMILY	OPTIC	MOUNTING	NUMBER OF LEDS (x10)
ARE	EDG	1S	AA	02
		2M	DA	04
		2S	DL	06
		3M	R3	08
		4M	R4	10
		5M		12
		5S		14
		2MB		16
		2SB		20
		3MB		24
		4MB		

**ALL FIXTURES MOUNTED AT 28'  
(25' POLE WITH 3' BASE)**

### 5

#### Parking Lot Area Lighting

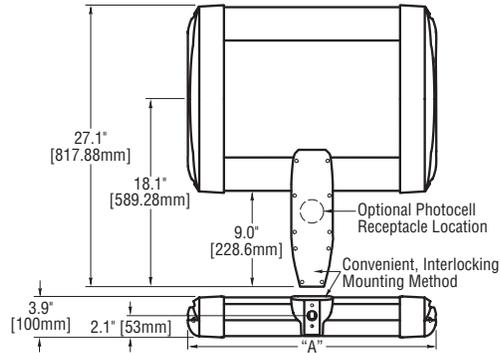
The TJ Maxx shopping plaza parking lot in Manchester, NH achieved a 58 percent energy savings and an estimated three-year payback with a retrofit to THE EDGE area luminaires.

Using existing poles and pole locations, 25 luminaires, controlled by integral occupancy sensors that vary between high and low light output settings, replaced 28 high pressure sodium and metal halide luminaires. Energy savings is achieved from a combination of a higher efficacy luminaire solution that provides more precise target illumination compared to the previous lighting solution.





Notes:



# of LEDs	Dim. "A"
20	12.06" [306mm]
40	12.06" [306mm]
60	14.06" [357mm]
80	16.06" [408mm]
100	18.06" [459mm]
120	20.06" [510mm]
140	22.06" [560mm]
160	24.06" [611mm]
200	28.06" [713mm]
240	32.06" [814mm]

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Drive Current Not Field Adjustable	Factory-Installed Options Please type additional options in manually on the lines provided above.
ARE	EDG	4M <sup>1</sup> 4MB <sup>2</sup>	DA <sup>3</sup>	02 04 06 08 10 12 14 16 20 24	D	UL Universal 120–277V Universal 347–480V 34 347V	SV Silver BK Black BZ Bronze PB Platinum Bronze WH White	350 350mA 525 <sup>4</sup> 525mA 700 <sup>5</sup> 700mA	43K 4300K Color Temperature <sup>6</sup> DIM 0–10V Dimming <sup>7,8,9</sup> F Fuse <sup>10,11,12</sup> HL Hi/Low (175/350/525, dual circuit input) <sup>13</sup> P Photocell <sup>12,14</sup> R NEMA Photocell Receptacle <sup>12,15,16</sup> ML Multi-Level (75/525) <sup>13</sup>

Footnotes

- IESNA Type IV Medium distribution
- IESNA Type IV Medium distribution w/ backlight control
- Direct mounting arm for use with 3–6" (76–152mm) square or round pole
- Available on fixtures with 20–160 LEDs
- Available on fixtures with 20–60 LEDs
- Color temperature per fixture; 6000K standard; minimum 70 CRI
- Control by others
- Refer to dimming spec sheet for availability and additional information
- Can't exceed specified drive current. Consult factory if exceeding drive current is necessary
- Not available when UH voltage is selected
- When code dictates fusing use time delay fuse
- Not available with all multi-level options. Refer to the multi-level spec sheet for availability and additional information
- Refer to multi-level spec sheet for availability and additional information
- Must specify voltage other than UH
- Intended for horizontal mounting
- Photocell by others

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type IV Medium @ 6000K	B U G			Initial Delivered Lumens – Type IV Medium w/ backlight control @ 6000K	B U G			Initial Delivered Lumens – Type IV Medium @ 4300K	B U G			System Watts 120–480V	Total Current @ 120V	Total Current @ 240V	Total Current @ 277V	Total Current @ 347V	Total Current @ 480V	L <sub>70</sub> Hours* @ 25° C (77° F)	50K Hours Lumen Maintenance Factor** @ 15° C (59° F)				
		Rating**				Rating**				Rating**														
<b>350mA Fixture Operating at 25° C (77° F)</b>																								
20	1,913 (02)	1	1	1	1,441 (02)	0	1	1	1,763 (02)	1	1	1	1,328 (02)	0	1	1	26	0.20	0.11	0.10	0.09	0.07	>150,000	93%
40	3,826 (04)	1	1	1	2,882 (04)	0	1	1	3,526 (04)	1	1	1	2,656 (04)	0	1	1	47	0.40	0.21	0.19	0.15	0.12	>150,000	
60	5,665 (06)	2	1	2	4,267 (06)	1	2	1	5,221 (06)	2	1	1	3,933 (06)	1	1	1	68	0.58	0.30	0.26	0.20	0.16	>150,000	
80	7,554 (08)	2	2	2	5,690 (08)	1	2	2	6,962 (08)	2	2	2	5,244 (08)	1	2	2	90	0.77	0.38	0.34	0.26	0.20	>150,000	
100	9,419 (10)	2	2	2	7,095 (10)	1	2	2	8,681 (10)	2	2	2	6,539 (10)	1	2	2	111	0.95	0.47	0.42	0.32	0.24	>150,000	
120	11,302 (12)	3	2	3	8,513 (12)	1	3	2	10,417 (12)	2	2	2	7,846 (12)	1	2	2	132	1.15	0.56	0.50	0.38	0.28	>150,000	
140	13,126 (14)	3	3	3	9,887 (14)	1	3	2	12,098 (14)	3	3	3	9,113 (14)	1	3	2	157	1.34	0.67	0.61	0.47	0.35	149,000	
160	15,001 (16)	3	3	3	11,300 (16)	1	3	2	13,826 (16)	3	3	3	10,414 (16)	1	3	2	179	1.54	0.76	0.68	0.53	0.39	149,000	
200	18,752 (20)	3	3	3	14,125 (20)	1	3	3	17,282 (20)	3	3	3	13,018 (20)	1	3	2	221	1.92	0.95	0.84	0.65	0.48	149,000	
240	22,502 (24)	3	3	3	16,950 (24)	2	3	3	20,739 (24)	3	3	3	15,621 (24)	2	3	3	264	2.30	1.12	1.00	0.77	0.56	149,000	
<b>525mA Fixture Operating at 25° C (77° F)</b>																								
20	2,678 (02)	1	1	1	2,017 (02)	0	1	1	2,469 (02)	1	1	1	1,859 (02)	0	1	1	37	0.31	0.17	0.16	0.12	0.10	136,000	92%
40	5,357 (04)	2	1	1	4,035 (04)	1	1	1	4,937 (04)	2	1	1	3,719 (04)	1	1	1	70	0.57	0.29	0.26	0.21	0.16	136,000	
60	7,932 (06)	2	2	2	5,974 (06)	1	2	2	7,310 (06)	2	2	2	5,506 (06)	1	2	2	102	0.87	0.44	0.39	0.30	0.22	129,000	
80	10,575 (08)	2	2	2	7,966 (08)	1	2	2	9,747 (08)	2	2	2	7,342 (08)	1	2	2	133	1.14	0.56	0.49	0.39	0.29	129,000	
100	13,186 (10)	3	3	3	9,932 (10)	1	3	2	12,153 (10)	3	3	3	9,154 (10)	1	3	2	172	1.47	0.75	0.67	0.51	0.38	128,000	
120	15,823 (12)	3	3	3	11,919 (12)	1	3	2	14,583 (12)	3	3	3	10,985 (12)	1	3	2	204	1.76	0.88	0.78	0.60	0.44	128,000	
140	18,377 (14)	3	3	3	13,842 (14)	1	3	2	16,937 (14)	3	3	3	12,758 (14)	1	3	2	233	2.01	0.99	0.87	0.69	0.51	123,000	
160	21,002 (16)	3	3	3	15,820 (16)	2	3	3	19,356 (16)	3	3	3	14,580 (16)	1	3	3	265	2.29	1.11	0.98	0.78	0.57	123,000	
<b>700mA Fixture Operating at 25° C (77° F)</b>																								
20	3,271 (02)	1	1	1	2,450 (02)	0	1	1	3,015 (02)	1	1	1	2,258 (02)	0	1	1	50	0.42	0.22	0.20	0.15	0.12	111,000	90%
40	6,543 (04)	2	2	2	4,900 (04)	1	2	1	6,030 (04)	2	2	2	4,516 (04)	1	2	1	93	0.79	0.40	0.35	0.27	0.20	111,000	
60	9,688 (06)	2	2	2	7,255 (06)	1	2	2	8,929 (06)	2	2	2	6,686 (06)	1	2	2	137	1.18	0.59	0.51	0.39	0.29	111,000	

\* For recommended lumen maintenance factor data see TD-13

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit [www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf)

NOTE: All data subject to change without notice.

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Made in the U.S.A. of U.S. and imported parts.  
Meets Buy American requirements within the ARRA.



**General Description**

Slim, low profile design minimizes wind load requirements. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks. Convenient, interlocking mounting method. Mounting housing is rugged die cast aluminum and mounts to 3–6" (76–152mm) square or round pole. Fixture is secured by two (2) 5/16-18 UNC bolts spaced on 2" (51mm) centers. Includes leaf/debris guard. Five year limited warranty on fixture.

**Electrical**

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 500K per full fixture), minimum 70 CRI, long life LED sources. Optional 4300K (+/- 300K per full fixture) also available. 120–277V 50/60 Hz, Class 1 LED drivers are standard. 347–480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Units provided with integral 10kV surge suppression protection standard. Integral weather-tight electrical box with terminal strips (12Ga - 20Ga) for easy power hook-up. Surge protection tested in accordance with IEEE/ANSI C62.41.2.

**Testing & Compliance**

UL listed in the U.S. and Canada for wet locations and enclosure rated IP66 per IEC 60529 when ordered without P or R options. Consult factory for CE Certified products. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. Dark Sky Friendly. IDA Approved. RoHS Compliant.



Product qualified on the Design Lights Consortium ("DLC") Qualified Products List ("QPL") when ordered without backlight control shield.

**Finish**

Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

**Patents**

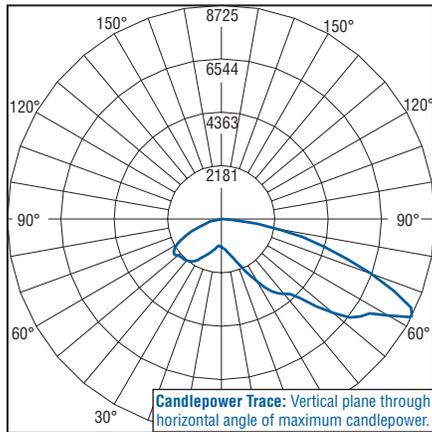
U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit [www.uspto.gov](http://www.uspto.gov).

**Field-Installed Accessories**

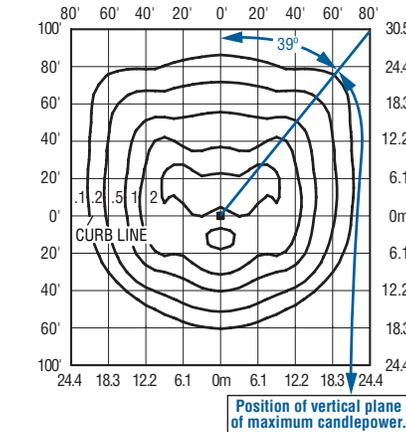


**Bird Spikes**  
XA-BRDSPK

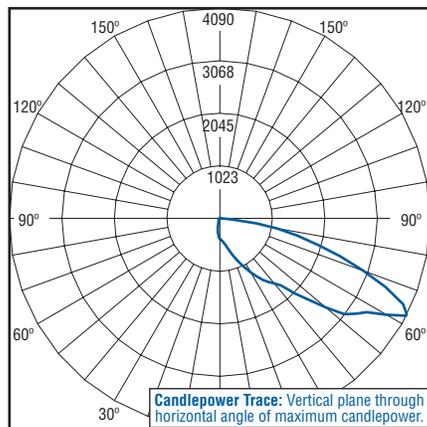
**Photometrics**



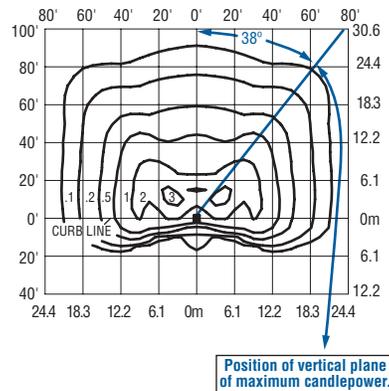
Independent Testing Laboratories certified test. Report No. ITL68090. Candlepower trace of 4300K, 120 LED Type IV Medium area luminaire with 14,934 initial delivered lumens operating at 525mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.



Isofootcandle plot of 4300K, 120 LED Type IV Medium area luminaire at 25' (7.6 m) A.F.G. Luminaire with 14,583 initial delivered lumens operating at 525mA. Initial FC at grade.



Independent Testing Laboratories certified test. Report No. ITL68090. Candlepower trace of 4300K, 40 LED Type IV Medium w/ backlight control area luminaire with 4,926 initial delivered lumens operating at 525mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.



Isofootcandle plot of 4300K, 120 LED Type IV Medium area luminaire at 25' (7.6 m) A.F.G. Luminaire with 10,985 initial delivered lumens operating at 525mA. Initial FC at grade.

**THE EDGE® EPA & Weight Calculations**

# of LEDs	Approximate Weight 120–480V'	Mounting Options				
		Single	2@ 180°	2@ 90°	3@ 90°	4@ 90°
<b>Fixed Arm Mount</b>						
20	21.0 lbs. (9.5kg)	0.60	1.20	0.87	1.47	1.75
40	23.7 lbs. (10.8kg)	0.60	1.20	0.87	1.47	1.75
60	27.0 lbs. (12.3kg)	0.60	1.20	0.92	1.51	1.83
80	28.1 lbs. (12.8kg)	0.60	1.20	0.96	1.55	1.91
100	32.3 lbs. (14.7kg)	0.60	1.20	1.00	1.60	2.00
120	33.5 lbs. (15.2kg)	0.60	1.20	1.04	1.64	2.08
140	36.9 lbs. (16.7kg)	0.60	1.20	1.08	1.68	2.16
160	41.4 lbs. (18.8kg)	0.60	1.20	1.12	1.72	2.24
200	43.3 lbs. (19.6kg)	0.61	1.21	n/a <sup>2</sup>	n/a <sup>2</sup>	n/a <sup>2</sup>
240	47.8 lbs. (21.7kg)	0.69	1.38	n/a <sup>2</sup>	n/a <sup>2</sup>	n/a <sup>2</sup>

1. Add 5 lbs. (2.3kg) for transformer in 347–480V fixtures when multi-level options are selected.  
2. For applications requiring 200 or more LEDs at 90 degrees refer to the DL mount version of our spec sheet.

NOTE: All data subject to change without notice.

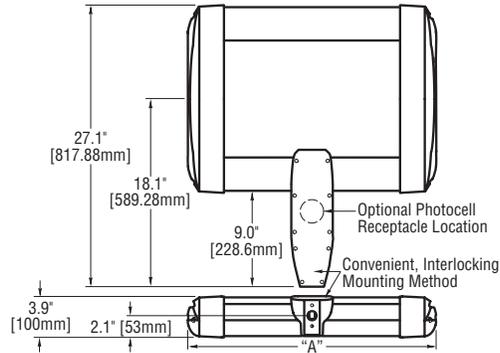
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Made in the U.S.A. of U.S. and imported parts.  
Meets Buy American requirements within the ARRA.





Notes:



# of LEDs	Dim. "A"
20	12.06" [306mm]
40	12.06" [306mm]
60	14.06" [357mm]
80	16.06" [408mm]
100	18.06" [459mm]
120	20.06" [510mm]
140	22.06" [560mm]
160	24.06" [611mm]
200	28.06" [713mm]
240	32.06" [814mm]

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Drive Current Not Field Adjustable	Factory-Installed Options Please type additional options in manually on the lines provided above.
ARE	EDG	2MB <sup>1</sup> 2MP <sup>2</sup>	DA <sup>3</sup>	02 04 06 08 10 12 14 16 20 24	D	UL Universal 120-277V Universal 347-480V 34 347V	SV Silver BK Black BZ Bronze PB Platinum Bronze WH White	350 350mA 525 <sup>4</sup> 525mA 700 <sup>5</sup> 700mA	43K 4300K Color Temperature <sup>6</sup> DIM 0-10V Dimming <sup>7,8,9</sup> F Fuse <sup>10,11,12</sup> HL Hi/Low (175/350/525, dual circuit input) <sup>13</sup> P Photocell <sup>12,14</sup> R NEMA Photocell Receptacle <sup>12,15</sup> ML Multi-Level (75/525) <sup>13</sup>

Footnotes

- IESNA Type II Medium distribution with full backlight control
- IESNA Type II Medium distribution with partial backlight control
- Direct mounting arm for use with 3-6" (76-152mm) square or round pole
- Available on fixtures with 20-160 LEDs
- Available on fixtures with 20-60 LEDs
- Color temperature per fixture: 6000K standard; minimum 70 CRI
- Control by others
- Refer to dimming spec sheet for availability and additional information
- Can't exceed specified drive current. Consult factory if exceeding drive current is necessary
- Not available when UH voltage is selected
- When code dictates fusing use time delay fuse
- Not available with all multi-level options. Refer to the multi-level spec sheet for availability and additional information
- Refer to multi-level spec sheet for availability and additional information
- Must specify voltage other than UH
- Intended for horizontal mounting
- Photocell by others

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type II Medium w/ Backlight Control @ 6000K			Initial Delivered Lumens – Type II Medium w/ Partial Backlight Control @ 6000K			Initial Delivered Lumens – Type II Medium w/ Backlight Control @ 4300K			Initial Delivered Lumens – Type II Medium w/ Partial Backlight Control @ 4300K			System Watts 120-480V	Total Current @ 120V	Total Current @ 240V	Total Current @ 277V	Total Current @ 347V	Total Current @ 480V	L <sub>70</sub> Hours* @ 25° C (77° F)	50K Hours Lumen Maintenance Factor* @ 15° C (59° F)		
	B	U	G	B	U	G	B	U	G	B	U	G									Rating**	Rating**
350mA Fixture Operating at 25° C (77° F)																						
20	1.441 (02)	0	1	1	1.690 (02)	0	1	1	1	1.328 (02)	0	1	1	1	26	0.20	0.11	0.10	0.09	0.07	>150,000	93%
40	2.882 (04)	0	1	1	3.379 (04)	1	1	1	1	2.656 (04)	0	1	1	1	47	0.40	0.21	0.19	0.15	0.12	>150,000	
60	4.267 (06)	1	1	1	5.003 (06)	1	1	1	1	3.933 (06)	1	1	1	1	68	0.58	0.30	0.26	0.20	0.16	>150,000	
80	5.690 (08)	1	1	2	6.671 (08)	1	1	1	1	5.244 (08)	1	1	1	1	90	0.77	0.38	0.34	0.26	0.20	>150,000	
100	7.095 (10)	1	1	2	8.318 (10)	2	1	2	2	6.539 (10)	1	1	2	2	111	0.95	0.47	0.42	0.32	0.24	>150,000	
120	8.513 (12)	1	1	2	9.981 (12)	2	1	2	2	7.846 (12)	1	1	2	2	132	1.15	0.56	0.50	0.38	0.28	>150,000	
140	9.887 (14)	1	1	2	11.592 (14)	2	1	2	2	9.113 (14)	1	1	2	2	157	1.34	0.67	0.61	0.47	0.35	149,000	
160	11.300 (16)	1	1	2	13.248 (16)	2	1	2	2	10.414 (16)	1	1	2	2	179	1.54	0.76	0.68	0.53	0.39	149,000	
200	14.125 (20)	2	1	3	16.715 (20)	3	1	3	3	13.018 (20)	1	1	3	3	221	1.92	0.95	0.84	0.65	0.48	149,000	
240	16.950 (24)	2	1	3	20.058 (24)	3	1	3	3	15.621 (24)	2	1	3	3	264	2.30	1.12	1.00	0.77	0.56	149,000	
525mA Fixture Operating at 25° C (77° F)																						
20	2.017 (02)	0	1	1	2.365 (02)	1	1	1	1	1.859 (02)	0	1	1	1	37	0.31	0.17	0.16	0.12	0.10	136,000	92%
40	4.035 (04)	1	1	1	4.731 (04)	1	1	1	1	3.719 (04)	1	1	1	1	70	0.57	0.29	0.26	0.21	0.16	136,000	
60	5.974 (06)	1	1	2	7.004 (06)	1	1	2	2	5.506 (06)	1	1	1	2	102	0.87	0.44	0.39	0.30	0.22	129,000	
80	7.966 (08)	1	1	2	9.339 (08)	2	1	2	2	7.342 (08)	1	1	2	2	133	1.14	0.56	0.49	0.39	0.29	129,000	
100	9.932 (10)	1	1	2	11.645 (10)	2	1	2	2	9.154 (10)	1	1	2	2	172	1.47	0.75	0.67	0.51	0.38	128,000	
120	11.919 (12)	1	1	2	13.974 (12)	2	1	2	2	10.985 (12)	1	1	2	2	204	1.76	0.88	0.78	0.60	0.44	128,000	
140	13.842 (14)	1	1	3	16.229 (14)	3	1	3	3	12.758 (14)	1	1	3	3	233	2.01	0.99	0.87	0.69	0.51	123,000	
160	15.850 (16)	2	1	3	18.547 (16)	3	1	3	3	14.580 (16)	2	1	3	3	265	2.29	1.11	0.98	0.78	0.57	123,000	
700mA Fixture Operating at 25° C (77° F)																						
20	2.450 (02)	0	1	1	2.889 (02)	1	1	1	1	2.258 (02)	0	1	1	1	50	0.42	0.22	0.20	0.15	0.12	111,000	90%
40	4.900 (04)	1	1	1	5.778 (04)	1	1	1	1	4.516 (04)	1	1	1	1	93	0.79	0.40	0.35	0.27	0.20	111,000	
60	7.255 (06)	1	1	2	8.555 (06)	2	1	2	2	6.686 (06)	1	1	2	2	137	1.18	0.59	0.51	0.39	0.29	111,000	

\* For recommended lumen maintenance factor data see TD-13

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit [www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf)



## General Description

Slim, low profile design minimizes wind load requirements. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks. Convenient, interlocking mounting method. Mounting housing is rugged die cast aluminum and mounts to 3–6" (76–152mm) square or round pole. Fixture is secured by two (2) 5/16-18 UNC bolts spaced on 2" (51mm) centers. Includes leaf/debris guard. Five year limited warranty on fixture.

## Electrical

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 500K per full fixture), minimum 70 CRI, long life LED sources. Optional 4300K (+/- 300K per full fixture) also available. 120–277V 50/60 Hz, Class 1 LED drivers are standard. 347–480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Units provided with integral 10kV surge suppression protection standard. Integral weather-tight electrical box with terminal strips (12Ga - 20Ga) for easy power hook-up. Surge protection tested in accordance with IEEE/ANSI C62.41.2.

## Testing & Compliance

UL listed in the U.S. and Canada for wet locations and enclosure rated IP66 per IEC 60529 when ordered without P or R options. Consult factory for CE Certified products. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. Dark Sky Friendly. IDA Approved. RoHS Compliant.



## Finish

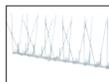
Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

## Patents

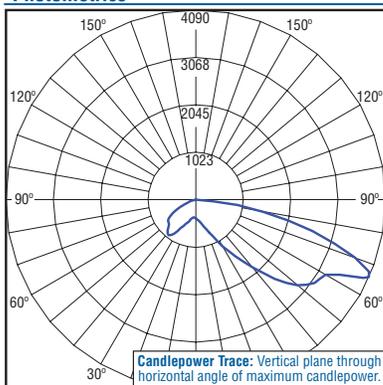
U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit [www.uspto.gov](http://www.uspto.gov).

## Field-Installed Accessories



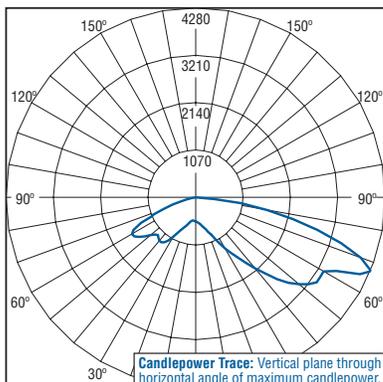
**Bird Spikes**  
XA-BRDSPK

## Photometrics



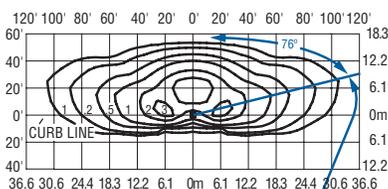
**Candlepower Trace:** Vertical plane through horizontal angle of maximum candlepower.

Independent Testing Laboratories certified test. Report No. ITL68358. Candlepower trace of 4300K, 40 LED Type II Medium area w/ backlight control luminaire with 5,373 initial delivered lumens operating at 525mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.



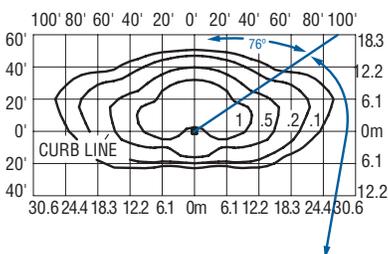
**Candlepower Trace:** Vertical plane through horizontal angle of maximum candlepower.

Preliminary Candlepower trace of 6000K, 40 LEDs Edge Series Luminaire with Type III Medium optic with partial backlight control distribution with 5,438 initial delivered lumens operating at 700mA.



**Position of vertical plane of maximum candlepower.**

Isofootcandle plot of 4300K, 120 LED Type II Medium w/ backlight control luminaire at 25' (7.6m) A.F.G. Luminaire with 10,985 initial delivered lumens operating at 525mA. Initial FC at grade.



**Position of vertical plane of maximum candlepower.**

Isofootcandle plot of 6000K, 40 LED LEDway Streetlight luminaire with IESNA Type II Medium distribution w/ partial backlight control mounted at 25' A.F.G. Luminaire with 6,048 initial delivered lumens operating at 700mA. Initial FC at grade.

## THE EDGE® EPA & Weight Calculations

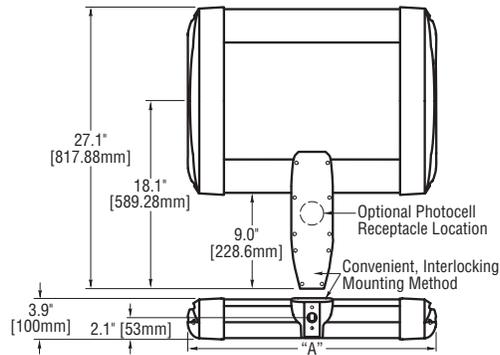
# of LEDs	Approximate Weight 120–480V'	Mounting Options				
		Single	2@ 180°	2@ 90°	3@ 90°	4@ 90°
<b>Fixed Arm Mount</b>						
20	21.0 lbs. (9.5kg)	0.60	1.20	0.87	1.47	1.75
40	23.7 lbs. (10.8kg)	0.60	1.20	0.87	1.47	1.75
60	27.0 lbs. (12.3kg)	0.60	1.20	0.92	1.51	1.83
80	28.1 lbs. (12.8kg)	0.60	1.20	0.96	1.55	1.91
100	32.3 lbs. (14.7kg)	0.60	1.20	1.00	1.60	2.00
120	33.5 lbs. (15.2kg)	0.60	1.20	1.04	1.64	2.08
140	36.9 lbs. (16.7kg)	0.60	1.20	1.08	1.68	2.16
160	41.4 lbs. (18.8kg)	0.60	1.20	1.12	1.72	2.24
200	43.3 lbs. (19.6kg)	0.61	1.21	n/a <sup>2</sup>	n/a <sup>2</sup>	n/a <sup>2</sup>
240	47.8 lbs. (21.7kg)	0.69	1.38	n/a <sup>2</sup>	n/a <sup>2</sup>	n/a <sup>2</sup>

1. Add 5 lbs. (2.3kg) for transformer in 347–480V fixtures when multi-level options are selected.  
2. For applications requiring 200 or more LEDs at 90 degrees refer to the DL mount version of our spec sheet.





Notes:



# of LEDs	Dim. "A"
20	12.06" [306mm]
40	12.06" [306mm]
60	14.06" [357mm]
80	16.06" [408mm]
100	18.06" [459mm]
120	20.06" [510mm]
140	22.06" [560mm]
160	24.06" [611mm]
200	28.06" [713mm]
240	32.06" [814mm]

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Drive Current Not Field Adjustable	Factory-Installed Options Please type additional options in manually on the lines provided above.
ARE	EDG	5M <sup>1</sup>	DA <sup>2</sup>	02	D	UL	SV	350	43K 4300K Color Temperature <sup>5</sup>
				04		Universal	Silver	350mA	DIM 0-10V Dimming <sup>6,7,8</sup>
				06		120-277V	BK	525 <sup>3</sup>	F Fuse <sup>9,10,11</sup>
				08		UH	Black	525mA	HL Hi/Low (175/350/525, dual circuit input) <sup>12</sup>
				10		Universal	BZ	700 <sup>4</sup>	P Photocell <sup>11,13</sup>
				12		347-480V	Bronze	700mA	R NEMA Photocell Receptacle <sup>11,13</sup>
				14		34	PB		ML Multi-Level (75/525) <sup>12</sup>
				16		347V	Platinum		
				20			Bronze		
				24			WH		
							White		

Footnotes

- IESNA Type V Medium distribution
- Direct mounting arm for use with 3-6" (76-152mm) square or round pole
- Available on fixtures with 20-160 LEDs
- Available on fixtures with 20-60 LEDs
- Color temperature per fixture; 6000K standard; minimum 70 CRI
- Control by others
- Refer to dimming spec sheet for availability and additional information
- Can't exceed specified drive current. Consult factory if exceeding drive current is necessary
- Not available when UH voltage is selected
- When code dictates fusing use time delay fuse
- Not available with all multi-level options. Refer to the multi-level spec sheet for availability and additional information
- Refer to multi-level spec sheet for availability and additional information
- Must specify voltage other than UH
- Intended for horizontal mounting

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type V Medium @ 6000K	B U G		Initial Delivered Lumens – Type V Medium @ 4300K	B U G		System Watts 120-480V	Total Current @ 120V	Total Current @ 230V	Total Current @ 277V	Total Current @ 347V	Total Current @ 480V	L <sub>70</sub> Hours* @ 25° C (77° F)	50K Hours Lumen Maintenance Factor* @ 15° C (59° F)
		Rating**			Rating**									
<b>350mA Fixture Operating at 25° C (77° F)</b>														
20	2,013 (02)	1	1	1	1	1	26	0.20	0.11	0.10	0.09	0.07	>150,000	93%
40	4,025 (04)	2	1	1	2	1	47	0.40	0.21	0.19	0.15	0.12	>150,000	
60	5,960 (06)	3	2	1	3	2	68	0.58	0.30	0.26	0.20	0.16	>150,000	
80	7,946 (08)	3	2	2	3	2	90	0.77	0.38	0.34	0.26	0.20	>150,000	
100	9,908 (10)	4	3	2	3	3	111	0.95	0.47	0.42	0.32	0.24	>150,000	
120	11,889 (12)	4	3	2	4	3	132	1.15	0.56	0.50	0.38	0.28	>150,000	
140	13,808 (14)	4	3	2	4	3	157	1.34	0.67	0.61	0.47	0.35	149,000	
160	15,781 (16)	4	3	2	4	3	179	1.54	0.76	0.68	0.53	0.39	149,000	
200	19,726 (20)	4	3	2	4	3	221	1.92	0.95	0.84	0.65	0.48	149,000	
240	23,671 (24)	5	3	3	5	3	264	2.30	1.12	1.00	0.77	0.56	149,000	
<b>525mA Fixture Operating at 25° C (77° F)</b>														
20	2,818 (02)	2	1	1	2	1	37	0.31	0.17	0.16	0.12	0.10	136,000	92%
40	5,635 (04)	3	2	1	3	2	70	0.57	0.29	0.26	0.21	0.16	136,000	
60	8,344 (06)	3	2	2	3	2	102	0.87	0.44	0.39	0.30	0.22	129,000	
80	11,125 (08)	4	3	2	4	3	133	1.14	0.56	0.49	0.39	0.29	129,000	
100	13,871 (10)	4	3	2	4	3	172	1.47	0.75	0.67	0.51	0.38	128,000	
120	16,645 (12)	4	3	2	4	3	204	1.76	0.88	0.78	0.60	0.44	128,000	
140	19,331 (14)	4	3	2	4	3	233	2.01	0.99	0.87	0.69	0.51	123,000	
160	22,092 (16)	5	3	3	5	3	265	2.29	1.11	0.98	0.78	0.57	123,000	
<b>700mA Fixture Operating at 25° C (77° F)</b>														
20	3,441 (02)	2	1	1	2	1	50	0.42	0.22	0.20	0.15	0.12	111,000	90%
40	6,883 (04)	3	2	1	3	2	93	0.79	0.40	0.35	0.27	0.20	111,000	
60	10,191 (06)	4	3	2	3	3	137	1.18	0.59	0.51	0.39	0.29	111,000	

\* For recommended lumen maintenance factor data see TD-13

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit [www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf)

NOTE: All data subject to change without notice.



**General Description**

Slim, low profile design minimizes wind load requirements. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks. Convenient, interlocking mounting method. Mounting housing is rugged die cast aluminum and mounts to 3–6" (76–152mm) square or round pole. Fixture is secured by two (2) 5/16-18 UNC bolts spaced on 2" (51mm) centers. Includes leaf/debris guard. Five year limited warranty on fixture.

**Electrical**

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 500K per full fixture), minimum 70 CRI, long life LED sources. Optional 4300K (+/- 300K per full fixture) also available. 120–277V 50/60 Hz, Class 1 LED drivers are standard. 347–480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Units provided with integral 10kV surge suppression protection standard. Integral weather-tight electrical box with terminal strips (12Ga - 20Ga) for easy power hook-up. Surge protection tested in accordance with IEEE/ANSI C62.41.2.

**Testing & Compliance**

UL listed in the U.S. and Canada for wet locations and enclosure rated IP66 per IEC 60529 when ordered without P or R options. Consult factory for CE Certified products. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. Dark Sky Friendly. IDA Approved. RoHS Compliant.



Product qualified on the Design Lights Consortium ("DLC") Qualified Products List ("QPL") when ordered without backlight control shield.

**Finish**

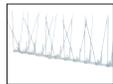
Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

**Patents**

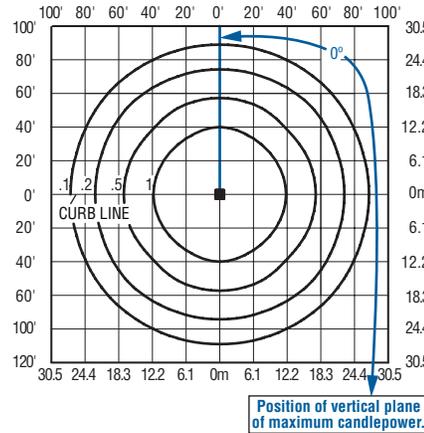
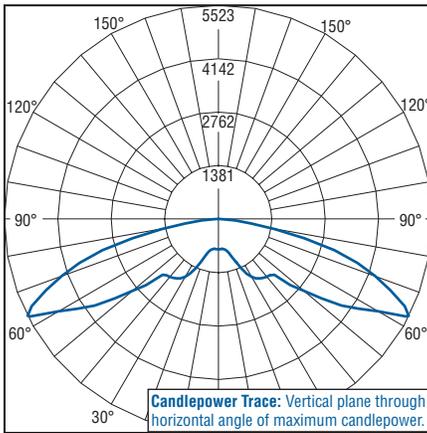
U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit [www.uspto.gov](http://www.uspto.gov).

**Field-Installed Accessories**



**Bird Spikes**  
XA-BRDSPK

**Photometrics**



Independent Testing Laboratories certified test. Report No. ITL68282. Candlepower trace of 4300K, 120 LED Type V Medium area luminaire with 16,029 initial delivered lumens operating at 525mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.

Isofootcandle plot of 4300K, 120 LED Type V Medium area luminaire at 25' (7.6m) A.F.G. Luminaire with 15,341 initial delivered lumens operating at 525mA. Initial FC at grade.

**THE EDGE® EPA & Weight Calculations**

# of LEDs	Approximate Weight 120–480V <sup>1</sup>	Approximate Weight				
		Single	2@ 180°	2@ 90°	3@ 90°	4@ 90°
<b>Fixed Arm Mount</b>						
20	21.0 lbs. (9.5kg)	0.60	1.20	0.87	1.47	1.75
40	23.7 lbs. (10.8kg)	0.60	1.20	0.87	1.47	1.75
60	27.0 lbs. (12.3kg)	0.60	1.20	0.92	1.51	1.83
80	28.1 lbs. (12.8kg)	0.60	1.20	0.96	1.55	1.91
100	32.3 lbs. (14.7kg)	0.60	1.20	1.00	1.60	2.00
120	33.5 lbs. (15.2kg)	0.60	1.20	1.04	1.64	2.08
140	36.9 lbs. (16.7kg)	0.60	1.20	1.08	1.68	2.16
160	41.4 lbs. (18.8kg)	0.60	1.20	1.12	1.72	2.24
200	43.3 lbs. (19.6kg)	0.61	1.21	n/a <sup>2</sup>	n/a <sup>2</sup>	n/a <sup>2</sup>
240	47.8 lbs. (21.7kg)	0.69	1.38	n/a <sup>2</sup>	n/a <sup>2</sup>	n/a <sup>2</sup>

1. Add 5 lbs. (2.3kg) for transformer in 347–480V fixtures when multi-level options are selected.  
2. For applications requiring 200 or more LEDs at 90 degrees refer to the DL mount version of our spec sheet.

NOTE: All data subject to change without notice.

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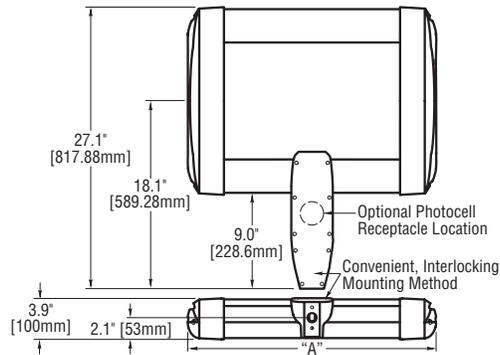


Made in the U.S.A. of U.S. and imported parts.  
Meets Buy American requirements within the ARRA.





Notes:



# of LEDs	Dim. "A"
20	12.06" [306mm]
40	12.06" [306mm]
60	14.06" [357mm]
80	16.06" [408mm]
100	18.06" [459mm]
120	20.06" [510mm]
140	22.06" [560mm]
160	24.06" [611mm]
200	28.06" [713mm]
240	32.06" [814mm]

Product	Family	Optic	Mounting	# of LEDs (x 10)	LED Series	Voltage	Color Options	Drive Current Not Field Adjustable	Factory-Installed Options Please type additional options in manually on the lines provided above.
ARE	EDG	5S <sup>1</sup>	DA <sup>2</sup>	02	D	UL	SV	350	43K 4300K Color Temperature <sup>5</sup>
				04		Universal	Silver	350mA	DIM 0-10V Dimming <sup>6,7,8</sup>
				06		120-277V	BK	525 <sup>3</sup>	F Fuse <sup>9,10,11</sup>
				08		UH	Black	525mA	HL Hi/Low (175/350/525, dual circuit input) <sup>12</sup>
				10		Universal	BZ	700 <sup>4</sup>	P Photocell <sup>11,13</sup>
				12		347-480V	Bronze	700mA	R NEMA Photocell Receptacle <sup>11,13</sup>
				14		34	PB		ML Multi-Level (75/525) <sup>12</sup>
				16		347V	Platinum		
				20			Bronze		
				24			WH		
							White		

Footnotes

- IESNA Type V Short distribution
- Direct mounting arm for use with 3-6" (76-152mm) square or round pole
- Available on fixtures with 20-160 LEDs
- Available on fixtures with 20-60 LEDs
- Color temperature per fixture; 6000K standard; minimum 70 CRI
- Control by others
- Refer to dimming spec sheet for availability and additional information
- Can't exceed specified drive current. Consult factory if exceeding drive current is necessary
- Not available when UH voltage is selected
- When code dictates fusing use time delay fuse
- Not available with all multi-level options. Refer to the multi-level spec sheet for availability and additional information
- Refer to multi-level spec sheet for availability and additional information
- Must specify voltage other than UH
- Intended for horizontal mounting

LED PERFORMANCE SPECS

# of LEDs	Initial Delivered Lumens – Type V Short @ 6000K	B U G			Initial Delivered Lumens – Type V Short @ 4300K	B U G			System Watts 120-480V	Total Current @ 120V	Total Current @ 240V	Total Current @ 277V	Total Current @ 347V	Total Current @ 480V	L <sub>70</sub> Hours* @ 25° C (77° F)	50K Hours Lumen Maintenance Factor* @ 15° C (59° F)
		Rating**				Rating**										
<b>350mA Fixture Operating at 25° C (77° F)</b>																
20	2,236 (02)	1	0	0	2,061 (02)	1	0	0	26	0.20	0.11	0.10	0.09	0.07	>150,000	93%
40	4,472 (04)	2	1	1	4,122 (04)	2	1	1	47	0.40	0.21	0.19	0.15	0.12	>150,000	
60	6,622 (06)	3	1	1	6,103 (06)	3	1	1	68	0.58	0.30	0.26	0.20	0.16	>150,000	
80	8,829 (08)	3	1	1	8,137 (08)	3	1	1	90	0.77	0.38	0.34	0.26	0.20	>150,000	
100	11,009 (10)	3	1	2	10,146 (10)	3	1	2	111	0.95	0.47	0.42	0.32	0.24	>150,000	
120	13,210 (12)	4	1	2	12,175 (12)	3	1	2	132	1.15	0.56	0.50	0.38	0.28	>150,000	
140	15,342 (14)	4	1	2	14,140 (14)	4	1	2	157	1.34	0.67	0.61	0.47	0.35	149,000	
160	17,534 (16)	4	2	2	16,160 (16)	4	1	2	179	1.54	0.76	0.68	0.53	0.39	149,000	
200	21,918 (20)	4	2	2	20,200 (20)	4	2	2	221	1.92	0.95	0.84	0.65	0.48	149,000	
240	26,301 (24)	5	2	3	24,240 (24)	4	2	2	264	2.30	1.12	1.00	0.77	0.56	149,000	
<b>525mA Fixture Operating at 25° C (77° F)</b>																
20	3,131 (02)	2	1	1	2,885 (02)	2	1	1	37	0.31	0.17	0.16	0.12	0.10	136,000	92%
40	6,261 (04)	3	1	1	5,771 (04)	3	1	1	70	0.57	0.29	0.26	0.21	0.16	136,000	
60	9,271 (06)	3	1	2	8,544 (06)	3	1	1	102	0.87	0.44	0.39	0.30	0.22	129,000	
80	12,361 (08)	4	2	2	11,392 (08)	3	1	2	133	1.14	0.56	0.49	0.39	0.29	129,000	
100	15,412 (10)	4	1	2	14,205 (10)	4	1	2	172	1.47	0.75	0.67	0.51	0.38	128,000	
120	18,495 (12)	4	2	2	17,045 (12)	4	1	2	204	1.76	0.88	0.78	0.60	0.44	128,000	
140	21,479 (14)	4	2	2	19,796 (14)	4	2	2	233	2.01	0.99	0.87	0.69	0.51	123,000	
160	24,548 (16)	4	2	2	22,624 (16)	4	2	2	265	2.29	1.11	0.98	0.78	0.57	123,000	
<b>700mA Fixture Operating at 25° C (77° F)</b>																
20	3,824 (02)	2	1	1	3,524 (02)	2	1	1	50	0.42	0.22	0.20	0.15	0.12	111,000	90%
40	7,648 (04)	3	1	1	7,048 (04)	3	1	1	93	0.79	0.40	0.35	0.27	0.20	111,000	
60	11,323 (06)	3	1	2	10,436 (06)	3	1	2	137	1.18	0.59	0.51	0.39	0.29	111,000	

\* For recommended lumen maintenance factor data see TD-13

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit [www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf](http://www.iesna.org/PDF/Erratas/TM-15-07BugRatingsAddendum.pdf)

NOTE: All data subject to change without notice.



**General Description**

Slim, low profile design minimizes wind load requirements. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks. Convenient, interlocking mounting method. Mounting housing is rugged die cast aluminum and mounts to 3–6" (76–152mm) square or round pole. Fixture is secured by two (2) 5/16-18 UNC bolts spaced on 2" (51mm) centers. Includes leaf/debris guard. Five year limited warranty on fixture.

**Electrical**

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 500K per full fixture), minimum 70 CRI, long life LED sources. Optional 4300K (+/- 300K per full fixture) also available. 120–277V 50/60 Hz, Class 1 LED drivers are standard. 347–480V 50/60 Hz driver is optional. LED drivers have power factor >90% and THD <20% at full load. Units provided with integral 10kV surge suppression protection standard. Integral weather-tight electrical box with terminal strips (12Ga - 20Ga) for easy power hook-up. Surge protection tested in accordance with IEEE/ANSI C62.41.2.

**Testing & Compliance**

UL listed in the U.S. and Canada for wet locations and enclosure rated IP66 per IEC 60529 when ordered without P or R options. Consult factory for CE Certified products. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. Dark Sky Friendly. IDA Approved. RoHS Compliant.



Product qualified on the Design Lights Consortium ("DLC") Qualified Products List ("QPL") when ordered without backlight control shield.

**Finish**

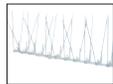
Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

Fixture and finish are endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

**Patents**

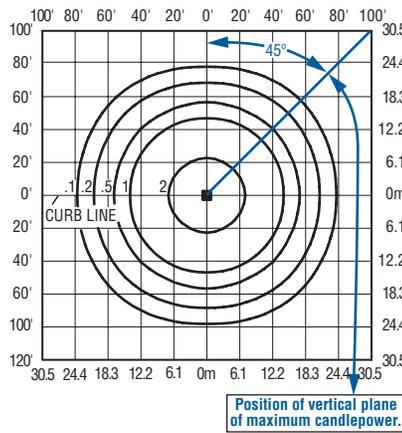
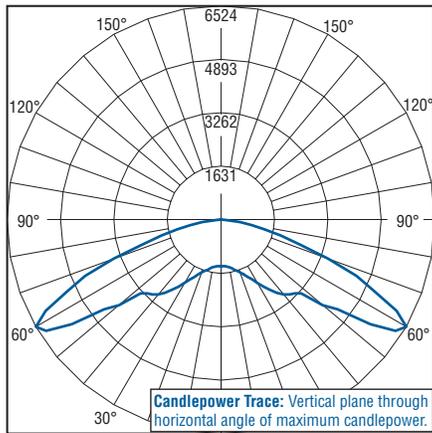
U.S. and international patents granted and pending. BetaLED is a division of Ruud Lighting, Inc. For a listing of Ruud Lighting, Inc. patents, visit [www.uspto.gov](http://www.uspto.gov).

**Field-Installed Accessories**



**Bird Spikes**  
XA-BRDSPK

**Photometrics**



Independent Testing Laboratories certified test. Report No. ITL68092 Candlepower trace of 4300K, 120 LED Type V Short area luminaire with 17,059 initial delivered lumens operating at 525mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.

Isofootcandle plot of 4300K, 120 LED Type V Short area luminaire at 25' (7.6m) A.F.G. Luminaire with 17,045 initial delivered lumens operating at 525mA. Initial FC at grade.

**THE EDGE® EPA & Weight Calculations**

# of LEDs	Approximate Weight 120–480V <sup>1</sup>	EPA			
		Single	2@ 180°	2@ 90°	3@ 90°
20	21.0 lbs. (9.5kg)	0.60	1.20	0.87	1.47
40	23.7 lbs. (10.8kg)	0.60	1.20	0.87	1.47
60	27.0 lbs. (12.3kg)	0.60	1.20	0.92	1.51
80	28.1 lbs. (12.8kg)	0.60	1.20	0.96	1.55
100	32.3 lbs. (14.7kg)	0.60	1.20	1.00	1.60
120	33.5 lbs. (15.2kg)	0.60	1.20	1.04	1.64
140	36.9 lbs. (16.7kg)	0.60	1.20	1.08	1.68
160	41.4 lbs. (18.8kg)	0.60	1.20	1.12	1.72
200	43.3 lbs. (19.6kg)	0.61	1.21	n/a <sup>2</sup>	n/a <sup>2</sup>
240	47.8 lbs. (21.7kg)	0.69	1.38	n/a <sup>2</sup>	n/a <sup>2</sup>

**Fixed Arm Mount**

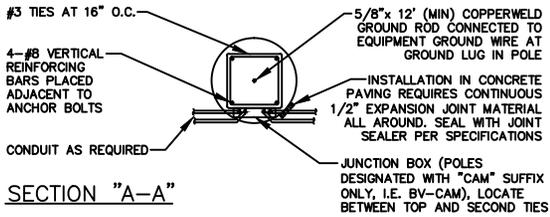
1. Add 5 lbs. (2.3kg) for transformer in 347–480V fixtures when multi-level options are selected.  
2. For applications requiring 200 or more LEDs at 90 degrees refer to the DL mount version of our spec sheet.

NOTE: All data subject to change without notice.

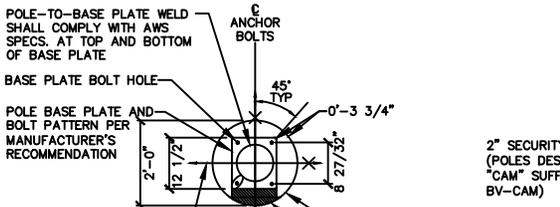
© 2011 BetaLED®, a division of Ruud Lighting • 1200 92nd Street • Sturtevant, WI 53177 • 800-236-6800 • [www.betaLED.com](http://www.betaLED.com)

Made in the U.S.A. of U.S. and imported parts.  
Meets Buy American requirements within the ARRA.

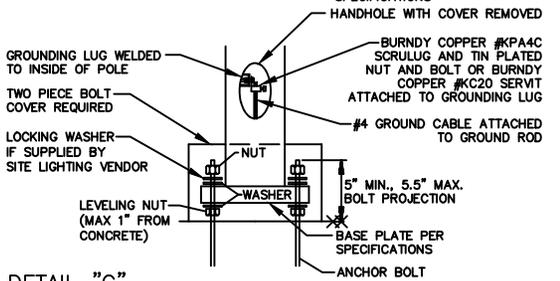




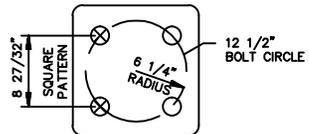
**SECTION "A-A"**



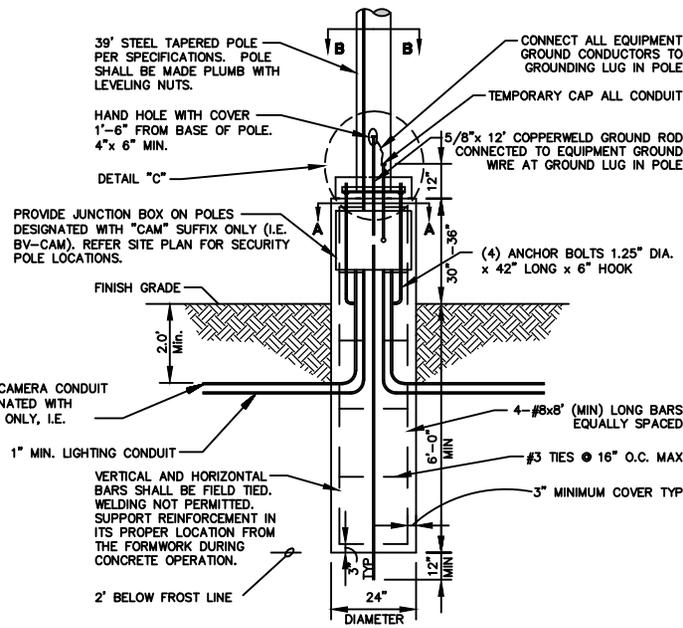
**SECTION "B-B"**



**DETAIL "C"**



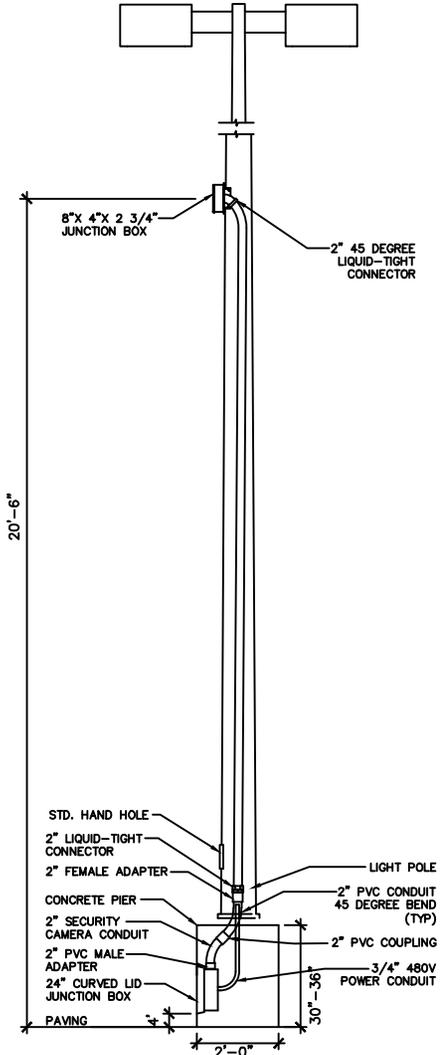
**TYPICAL ANCHOR BOLT SPACING**



- NOTES:**
- 3500 PSI MIN. 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 REINFORCING STEEL
  - IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
  - FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED OR PROPERLY COMPACTED FILL PER SPECIFICATIONS.
  - FOUNDATION SHALL HAVE A MINIMUM ALLOWABLE END BEARING OF 2000 PSF.
  - FOUNDATION HAS BEEN DESIGNED FOR A COHESIVE SOIL BASED ON A MINIMUM COHESIVE VALUE OF 1000 PSF.
  - FOUNDATION HAS BEEN DESIGNED FOR A GRANULAR SOIL BASED ON A MINIMUM LATERAL SOIL PRESSURE OF 1000 PSF, UTILIZING AASHTO FIGURE 1.8.2C(4) OF "EMBEDMENT OF POSTS WITH OVERTURNING LOADS".
  - DETAIL FOR 39" POLE WITH MAX. FIXTURE EPA 4.6 SQ.FT.
  - ALL LIGHT POLE BASE FOUNDATIONS SHALL BE CAST-IN-PLACE. PRE-CAST LIGHT POLE BASE FOUNDATIONS ARE NOT ACCEPTABLE.
  - EXPOSED CONCRETE SHALL BE PAINTED TRAFFIC YELLOW.

**TYPICAL LIGHTING POLE BASE DETAIL**

N.T.S.



**POLE MOUNTED CAMERA DETAIL**

**NOTE:**  
ONLY FOR POLE LOCATIONS DESIGNATED WITH "CAM" SUFFIX ONLY, I.E. BV-CAM. CAMERAS AND WIRING BY OTHERS.



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PROVIDING TRAFFIC ENGINEERING SOLUTIONS

May 29, 2014

Jim Frayn, P.E.  
Manhard Consulting, Ltd.  
900 Woodlands Parkway  
Vernon Hills, IL 60061

**RE: Walmart Development Traffic Study  
North Broadway, Kellogg Street to Mather Street  
Green Bay, Wisconsin**

Dear Jim:

As you know, we completed a preliminary traffic study earlier this year (dated January 13, 2014) to determine the expected improvements that may be required along Broadway Street adjacent to the proposed store. That preliminary study was completed when the I-43 Leo Frigo Bridge was shut down and the detour route for that traffic traveled along this section of Broadway. Even with those non-typical higher traffic volumes from the detour, the results of the analysis showed that the Broadway Street intersections would not only be expected to operate acceptably, but in many cases would operate better than today's conditions with the addition of traffic signals along the corridor.

As the project moves forward, we have recently had discussions with the City of Green Bay staff and are in the process of completing a final Traffic Impact Analysis (TIA). The first step in that process includes conducting updated traffic counts and submitting an initial review (IR) document for staff's review and approval prior to beginning the traffic analysis and completing the TIA. The IR document sets the scope of work for the final TIA. The traffic counts are being completed this week and next. Once city staff has a chance to review the IR document, we would finalize the scope, begin the analysis and prepare the final TIA; completed to WisDOT and City of Green Bay standards.

As always, please let either me or John Bieberitz know if you have any questions at (800) 605-3091.

Sincerely,

Don Lee, P.E.  
Senior Traffic Engineer



Civil Engineering  
Surveying  
Water Resources Management  
Water & Wastewater Engineering  
Supply Chain Logistics  
Construction Management  
Environmental Sciences  
Landscape Architecture  
Land Planning

# MEMO

**To:** Deborah Tomczyk, Reinhart Law

**From:** Ryan Solum, P.E.

**Date:** 4/24/14

**Re:** Walmart Store #7075  
Southeast Mather Street & Broadway  
Green Bay, WI

This memo is being provided to summarize the proposed site infrastructure system associated with the development of the property at the southeast corner of Mather and Broadway Streets in Green Bay, Wisconsin.

## ***Drainage***

Stormwater will be collected via multiple inlets and a network of storm sewer throughout the site and will be routed to a retention pond at the north end of the development. The retention pond will outlet via restricted release to existing storm sewer south of the site and will ultimately be conveyed to the Fox River.

## ***Water Supply***

Water main will connect to the existing main within Broadway and will be looped within the parking lot to provide domestic and fire protection service as well as hydrant coverage for the entire building. A booster pump to provide proper fire protection service is anticipated.

## ***Sewage Disposal***

Sanitary sewer will connect to the existing main located within Broadway and will extend to the proposed building at two locations. At one of these locations, a grease interceptor will be installed to treat waste generated from food preparation prior to discharge into the sewer system.

## ***Power and Communication***

Wisconsin Public Service will provide gas and electric service to the building from Broadway. AT&T will provide telecommunication service to the building from Broadway.

ZONING ORDINANCE NO. ~~11-13~~\_\_\_\_\_

AN ORDINANCE  
AMENDING ZONING ORDINANCE ~~4-1311-13~~  
ZONING CERTAIN LAND LOCATED  
ON THE EAST SIDE OF NORTH BROADWAY  
(300 THROUGH 600 BLOCK)  
AS A PLANNED UNIT DEVELOPMENT DISTRICT  
(ZP ~~13-2114-20~~)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

*Insert legal description...*

Parcel contains 930,818 square feet/21.37 acres.

Parcel is subject to easements and restrictions of record.

**SECTION 2.** Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. PERMITTED, CONDITIONAL, & ACCESSORY USES. The only uses that may be established and/or maintained on the subject property in conformance with Exhibit B Site Use Plan, and as modified by Exhibits K-1 through K-7 and by Exhibits L-1 through L-11, are as follows:

1. Permitted Uses.

a. The permitted and accessory uses for the PUD shall be those uses listed in the D – Downtown District zoning category found within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700 with the following modifications:

- (1) Animal hospital, veterinary clinic shall only be permitted with approval of a conditional use permit
- (2) Dormitory shall only be permitted with approval of a conditional use permit
- (3) Firearms sales and service shall only be permitted with approval of a conditional use permit

- (4) Funeral homes shall not be a permitted use within the PUD
- (5) Motels (as defined by the Green Bay Zoning Code and in contrast with “hotels”) shall not be a permitted use within the PUD
- (6) Parking lots or structures as principle uses shall be considered a permitted use in those areas identified on attached Exhibit “E” as parking ~~except as follows:~~
  - ~~i. Temporary parking associated with the use on Lot 102 is permitted on Lot 103.~~
- ~~(7) Temporary parking associated with the use on Lot 102 is permitted on Lot 103.~~
- (8) A one lane drive-through facility associated with a primary use is permitted on Lot 102.

2. Conditional Uses.

- a. The following uses may be established with approval of a conditional use permit:
  - (1) Light Industrial as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700
  - (2) Research and development facility as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700

3. Accessory Uses.

- a. The following accessory uses may be established with approval of a conditional use permit:
  - (1) Gardening and other horticultural uses
  - (2) On-site energy generation
  - (3) On-site renewable energy sources

4. Use Restriction and Allowances for Individual Lots.

- a. Lots 100 and 101 shall be limited to private park and green space uses including stormwater management. This includes park related facilities, related monuments, ~~and~~ signage, lighting, landscaping, walkways, water features and the like.
- b. Limited production and processing uses on Lots 105 and 106 shall be allowed as a permitted use up to 32,000 square feet in gross floor area when adaptively reusing the existing

buildings. Permitted uses here include light milling of grain (i.e., pressing or cracking of grain) in association with the beverage brewing process. All other related development standards of the Green Bay Municipal Code, Section 13-1607, continue to apply.

- c. Residential shall be allowed as a permitted use on the ground floor of Lots 107 and 108 when adaptively reusing the existing buildings as part of a mixed-use development.
- d. For Lot 300, ground floor retail and service use exceeding 40,000 square feet in area shall be allowed as a permitted use limited to institutional, civic, and educational uses.

~~5. Temporary Parking.~~

- ~~a. Temporary parking on undeveloped property may be provided on areas designated as mixed-use commercial, park, public right-of-way and Phase V. This parking will be provided to facilitate the incremental development of the overall site and is not intended to be permanent. Identification of temporary parking by OBI will be done in collaboration with the Green Bay Planning Department. The temporary parking layout concept is shown in Exhibit E1 and as modified by Exhibit K 1. Designation as areas for temporary parking described here can be done without amendment to this PUD.~~

~~65. Phase V Study Area Lot 400.~~

- ~~a. This area, as defined on Exhibit B, will-should be studied for possible future mixed-use development over the proposed parking (as shown on Exhibit B), relocation of transmission lines, footprint—and development that incorporates recognition of the Historic Fort Howard. As shown on Exhibit B, and potential a portion of this area will be utilized for stormwater management facilities. The regulations defined within this PUD shall not apply to the area identified as Phase V. The PUD shall be amended at the time in the future when the study has been completed identifying the future standards for development within this area. The parking lot as shown on Exhibit B is a permitted use on Lot 400.~~

- B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

C. DIMENSIONAL AND AREA REQUIREMENTS. The following dimensional and area requirements shall apply to all lots within the development, except Lots # 100, 101, and 106, and 300 (~~as identified on Exhibit H, H.1, & H.2~~refer to item 6 for modifications to the dimensional standards for Lot 300):

1. Lot size and setbacks.
  - a. Minimum lot width: 12 feet
  - b. Minimum lot depth: 90 feet
  - c. Minimum building lot size: 1,200 square feet
  - d. Minimum front, side, side at corner, & rear yard setback: none
  - e. Maximum front and side at corner yard setback: A minimum of 25 percent of the front or side at corner setback façade shall be at zero feet with an overall average of 6' for the entire length shall be maintained.
2. Site Coverage (Building Footprint).
  - a. Minimum Coverage: 25%
  - b. Maximum Coverage: 100%
3. Green Space/Open Space Requirement: Minimum of 25% (in aggregate of green space and open space) of site.
  - a. Open space includes terraces, exposed balconies, patios or decks, drives, paving, surface parking and parking decks.
  - b. Green space includes roof gardens, green roofs, planters, and planted landscapes.
  - c. When multiple parcels are involved in a single development project, the minimum green space/open space requirement may be satisfied by including the green and open space within the development project as a whole, even if not satisfied by one or more particular parcels within the single development project.

4. Height.

a. Minimum height: 27'

(1) Minimum height shall be measured to lowest “high” building element and shall be the minimum measurement across the entire street facing façade(s).

b. Maximum height for Lots 105, 107, and 108: D2 Zoning District standard (no maximum).

c. Maximum height in all other locations: 68'

(1) Maximum height shall be measured to the highest “high” building element or elevator shaft and shall be the maximum measurement across the entire street facing façade(s).

d. Railings, antennas, etc. are not considered building elements.

5. Floor Area Ratio (FAR) see Exhibit J.

a. Minimum FAR = 1.5 x area of site

b. Maximum FAR = 5.0 x area of site

c. Covered auto parking may be included or excluded in the calculation of FAR. This is also true of “basement” parking.

d. Useable rooftops, exterior patios, and decks are not included in the calculation of FAR.

e. Basements are not included in the calculation of FAR except that portion of basements with occupied/accessible space or areas dedicated for parking.

6. Lot 300 shall follow the ~~Downtown 2 zoning district~~ dDimensional and aArea rRequirements as set forth in this Section (C); ~~except as follows~~ with the following modifications:

- a. ~~No minimum or maximum FAR shall be required.~~ Temporary minimum FAR = 0.2 (after initial phase of development)
- b. Final minimum FAR = 1.0 (after all phases of development)
- ~~b.c.~~ No minimum side or rear yard setbacks shall be required.
- ~~e.d.~~ No maximum front yard setback shall be required, and parking may be allowed in the front yard.
- e. Average setback along Broadway shall be a maximum of 14 feet.
- f. No minimum building coverage shall be required.

D. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

E. SIGNAGE. Signage shall be regulated as follows:

1. Signage shall meet the standards for the D – Downtown Zoning District as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2000 with the following modifications:
  - a. Pole signs are prohibited within the PUD boundaries.
  - b. Monument signs are permitted through approval of a Conditional Use Permit (CUP).
  - c. A detailed signage plan shall be submitted to and approved by the CDRT (Community Development Review Team) at time of site plan submittal and prior to issuance of any building permits.
  - d. Off-premises signage is permitted at locations on Broadway and Dousman as identified on Exhibit B. Signage shall meet the dimensional and sign area standards and allowances of monument signs found within Section 13-2000 for the Downtown District.

e. Signage that generally conforms with Exhibits K-8, K-10, and K-11 shall be allowed with the following standards:

- (1) Because signage on buildings A and B will include the identity for a coordinated mixed-used development, a maximum of two wall signs will be permitted on each of the east and west building facades with a total area not to exceed 650 square feet.
- (2) Roof signage shall be permitted on Lots 105 and 106.
- (3) Projecting signs shall not exceed 45 square feet in area per sign.

f. Landmark signage on the existing smokestack shall be permitted on Lot 106. Such signage shall generally conform with Exhibits K-10 and K-11 and shall comply with the following:

- (1) In order to manage the scale of the sign, the size and spacing of letters in the sign shall be similar to the size and spacing of the existing "LARSEN" lettering.
- (2) Any lighting of the sign shall be complementary to the overall light of the site. External lighting or backlighting are preferred to channel lighting.
- (3) The sign must be affixed in a way that does not damage the structural integrity of the stack and that does not obscure the daytime view of the historic "LARSEN" lettering.
- (4) The sign height shall not exceed the top of the stack.
- (5) The area of landmark signage shall not count toward the total allowable sign area for the building or site.

g. Signage that generally conforms with Exhibit L-5 shall be allowed on Lot 300 with the following standards:

- (1) Total area of attached signage (to the building walls) not to exceed 800 square feet.
- (2) One monument shall be permitted not to exceed 200 square feet (including both sign faces).
- (3) Monument signage to be externally lit – internal and channel lighting prohibited.

gh. Directional signage (not associated with commercial uses) shall be permitted throughout the development and meet the standards set forth within the Green Bay Zoning Code,

Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:

(1) Signage area shall not exceed 15 square feet.

F. REFUSE AND MECHANICALS. Screening of refuse materials and mechanicals shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:

1. Dedicated areas for shared, community recycling/trash may be utilized in lieu of dedicated space on private sites provided that proof that sufficient capacity exists for number of users.

G. PARKING. Parking for individual developments shall meet the following general standards:

1. Retail and restaurant uses shall provide at least one (1) space per 360 square feet.

2. Office uses shall provide one (1) space per 600 square feet.

3. Institutional uses shall provide parking equal to 30 percent of the capacity of persons.

4. Residential uses shall provide one (1) space per unit.

5. Light industrial uses shall provide one (1) space per 750 square feet.

6. Total required parking of each use shall be permitted to utilize the following reductions:

a. Individual developments may subtract one (1) space per 15' of street frontage where adjacent on street parking exists in reducing the total number of required off street parking spaces (except required residential spaces).

b. Individual developments may subtract two (2) spaces where adjacent on street parking exists in reducing the total number of required off street parking spaces (except required residential spaces).

c. A parking study shall be required to be reviewed by the CDRT when development occurs in each new phase area identifying current conditions and demand of future

conditions and adjust requirements as needed.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures. Poles shall not exceed twenty-five (25') feet in height.
2. Pedestrian lighting for walkways shall not exceed sixteen (16') feet overall measured from ground level.
3. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal process and approved by the Community Development Review Team (CDRT).

4. For development on Lot 300 (refer to Exhibit L-1 through L-8), pedestrian level lighting shall be provided along the front façade and the Broadway façade. Any lighting placed in the right-of-way shall be coordinated with and require the approval of the Department of Public Works.

I. LANDSCAPING AND PARKING MAINTENANCE. Landscaping throughout the PUD area (generally shown on Exhibit D) shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:

1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process and be approved by the Community Development Review Team (CDRT).
2. All maintenance and upkeep of landscaping, internal drives and parking areas within the PUD are the sole responsibility of the developer.

3. Parking lot landscaping shall be provided in accordance with Section 13-1800, of the Zoning Code. If the required number of landscape islands is not provided, then at least the equivalent area of interior landscaping shall be provided.

J. ARCHITECTURE. Architectural design of both existing buildings

and new construction should meet the standards as set forth within the OBI Design Guidelines (generally shown as example in Exhibit C) and at a minimum shall meet the standards as set forth within this PUD and further regulated as set forth below. It should be understood that the adaptive reuse of existing buildings will, in particular, be given reasonable latitude in applying the façade design standards that use the word “should” (which shall mean “requested but not required”) in this section. Refer to item 10 for modifications to the Architecture standards for Lot 300.

1. Existing Buildings should exercise repair over replacement. Historic photos should be used to identify previous conditions that can be matched in the renovation.
2. Materials should be durable and appropriate for the district. Acceptable building façade materials include:
  - a. Concrete (including precast concrete with prior approval of sample)
  - b. Glass
  - c. Masonry (brick as well as decorative block with prior approval of block sample)
  - d. Metals
  - e. Stone
  - f. Tile
  - g. Wood with prior approval of sample
  - h. Other materials (such as cementitious sidings, stucco and polyurethane or PVC detailings) that are prior approved from actual samples
  - i. Materials not approved include vinyl siding, rough texture wood siding, “fake” brick or stone, gravel aggregates and EIFS.
2. Awning Materials should be canvas or acrylic coated fabric.
3. Colors should be sensitive to the time period of the building construction and appropriate to the district.
5. Street façade should have clear distinction between the “storefront” on the first floor and the floors above for the mixed use commercial and light industrial uses of this district.
  - a. Front entrance is to be clearly identifiable and recessed
  - b. Facades longer than 75’ require functional entrances on an average of 75’.

- (1) Entry doors are to be glass or have equal amount of sidelight glass to unglazed doors.
  - (2) A “functional” entry is defined as one that can be used by customers or employees on a regular basis.
  - (3) Due to the height of the first floor above sidewalk grade, this standard shall not be enforced on the Broadway façade for Lots 105 and 106 when adaptively reusing the existing buildings.
- c. Transparent glazing is required for 35% of the ground level, street façade. Glazing should be insulated but clear. Transparent door glazing is counted as part of the transparent glazing requirement.
  - d. Storefront to include display windows or approved equal.
  - e. First floor to meet setback dimensions stated elsewhere in this PUD.
  - f. Upper floors should “feel” like an average setback of 0’; projections are encouraged.
  - g. Upper floors should reflect function of commercial, office or residential use.
  - h. Any signage, lighting and awnings must be integrated into the design.
  - i. Height and proportion is to be appropriate and respectful of neighbors
6. Second street facades (these will occur on corner lots and lots adjacent to dedicated park space) should be developed to a similar level of detail as the “address” elevation, though the overall emphasis of the “address” elevation should be greater than the second street facades.
    - a. Blank walls on second street facades should not exceed 24’ long.
    - b. Functional entries are allowed and encouraged on second street facades. A functional entrance should occur on an average of 75’.

7. Side façade at adjoining property lines may be “blank” and must meet fire separation codes.
8. Rear façade should also use good design principles.
  - a. Entries should be properly emphasized to match use of entry (customer entry more emphasized than a “receiving” entry).
  - b. Some differentiation should occur between the first floor and the upper floors.
  - c. Rear façade should correlate to the front elevation.
9. Roofs should be designed for light reflectance and snow loads.
  - a. Flat roofs (<2:12 pitch) must have a Solar Reflectance Index (SRI) greater than 78.
  - b. Pitched roofs (>2:12) must have an SRI greater than 29.
  - c. Roofs must be designed to accept a snow load from an adjacent building that is of maximum height for the PUD.

10. Lot 300 shall follow the Architecture standards as set forth in this Section (J), as applicable, with the following modifications:

- a. No minimum functional entrance spacing shall be required for primary or secondary façades.
- b. Pedestrian level glazing is required for at least 30% of the front façade and at least 25% of the Broadway facade. The proportion of transparent glazing shall generally conform to Exhibit L. All glazing, whether transparent or not, shall maintain a reasonably consistent appearance.
- c. Historic images shall be considered to meet the intent of display windows.
- d. Building materials, colors, and wall articulation shall generally conform to Exhibit L.

- K. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic established through permanent access easements, and in substantial conformity with what is

depicted on the attached Exhibit E or as modified by Exhibit K-1 and L-1 as applicable.

L. REQUIREMENT TO CONSTRUCT. In accordance with the Memorandum of Understanding that facilitated the purchase of the Larsen Green property, sales to third parties shall not be for the purpose of land banking or other purely speculative purpose. And in accordance with Section 13-1911 of the Zoning Code, any approval granted under this PUD shall expire one year from the date of approval. If construction does not commence during this time period, the PUD or PUD amendment necessary to allow the development shall be considered void.

M. ARCHEOLOGY. In accordance with the Memorandum of Understanding that facilitated the purchase of the Larsen Green property, all archeological artifacts in place on-site, found, disturbed, or recovered are the property of the citizens of Green Bay to which the City Council has control, subject to all state or federal regulations that may pertain to such items found.

1. Given the likely presence of archeological artifacts in the area of Lots 300 and 400, development here shall require that a professional archeologist is retained by the developer to oversee applicable construction and excavation activities.

2. Proof of retention by a developer of a professional archeologist as well as the findings of the archeologist shall be provided in writing to the Planning Department.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

bc

07/30/13

**Attachments:**

Location Map

Exhibit A.1 & A.2 – ALTA Survey of Property

Exhibit B – Site Use Plan (as modified)

~~Exhibit C – Conceptual Building Elevations~~

Exhibit D – Master Overall Plan/ General Landscaping (as modified)

Exhibit E – Traffic Circulation / Parking Plan (as modified)

~~Exhibit E.1 – Temporary Parking General Layout~~

~~Exhibit F – Phasing Plan~~

Exhibit G – Transmission Line Location

~~Exhibit H, H.1, & H.2 – Lot Details~~

~~Exhibit J – Dimensional and FAR Requirements~~

Exhibit K-1 through K-11 – Titledown-SMET Development

Exhibit K-1 – Site Plan

Exhibit K-2 – Equipment Plan Layout

Exhibit K-3 – Lower Level Floor Plan

Exhibit K-4 – First Level Floor Plan

Exhibit K-5 – Second Level Floor Plan

Exhibit K-6 – Third Level Floor Plan

Exhibit K-7 – Roof Plan

Exhibit K-8 – View Looking West

Exhibit K-9 – View Looking East

Exhibit K-10 – Southeast Elevational View

Exhibit K-11 – Northwest Elevational View

Exhibits L-1 through L-8 – Walmart Development

Exhibit L-1 – Conceptual Site Plan

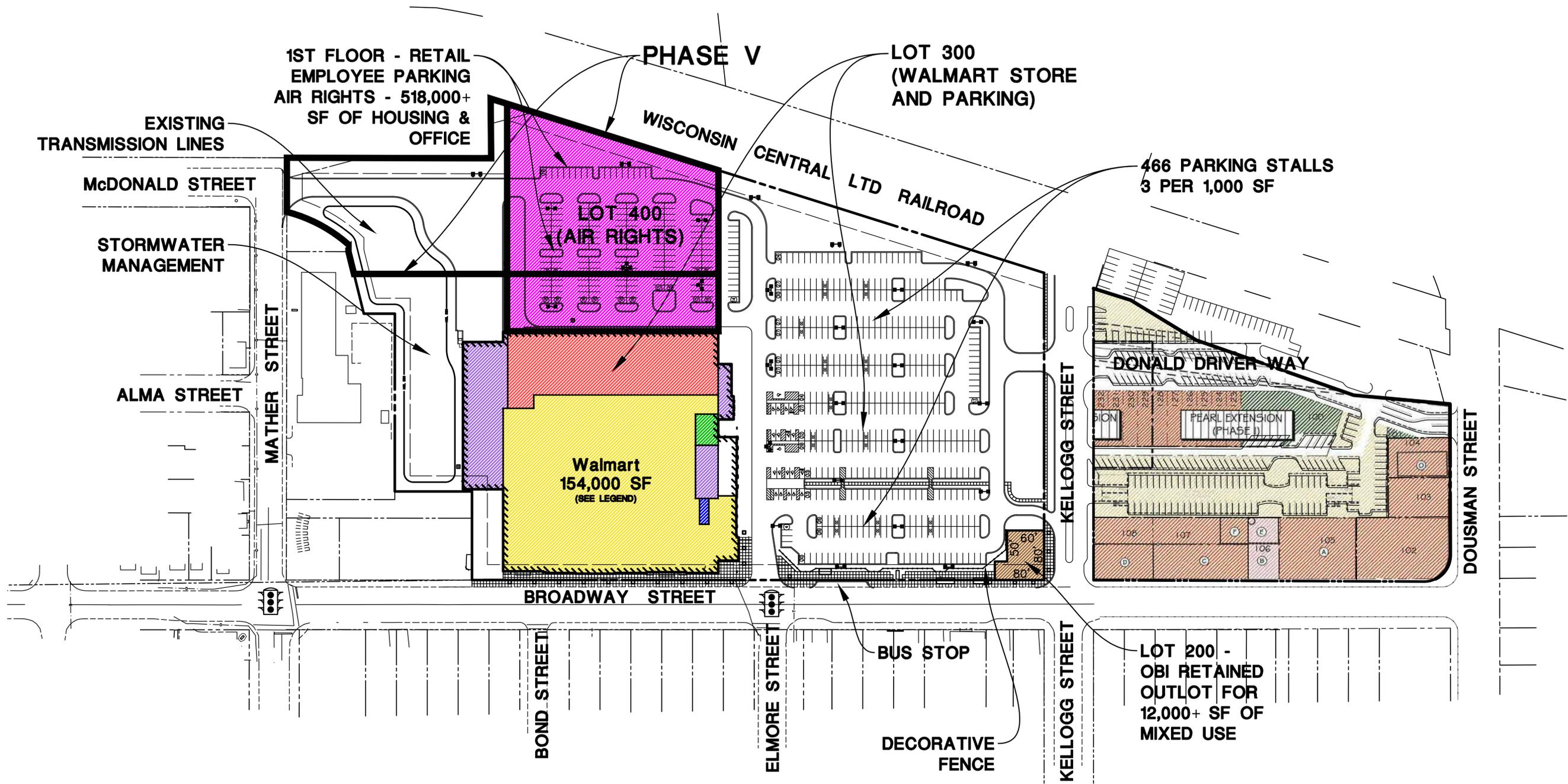
Exhibit L-2 – Store Layout Plan

Exhibit L-3 through L-8 – Elevations and Perspectives, Sign Details

Exhibit L-9 through L-11 – Preliminary Landscape Plan







1ST FLOOR - RETAIL  
EMPLOYEE PARKING  
AIR RIGHTS - 518,000+  
SF OF HOUSING &  
OFFICE

PHASE V

LOT 300  
(WALMART STORE  
AND PARKING)

466 PARKING STALLS  
3 PER 1,000 SF

Walmart  
154,000 SF  
(SEE LEGEND)

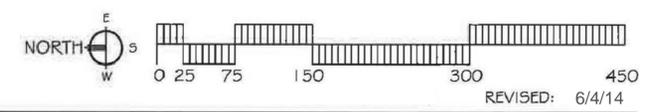
BROADWAY STREET

PEARL EXTENSION  
(PHASE I)

LOT 200 -  
OBI RETAINED  
OUTLOT FOR  
12,000+ SF OF  
MIXED USE

**BUILDING USE LEGEND**

	GENERAL MERCHANDISE 88,538 SF		FOOD TENANT 1,246 SF
	GROCERY 37,885 SF		PHARMACIST 830 SF
	COMMON SUPPORT 25,961 SF		

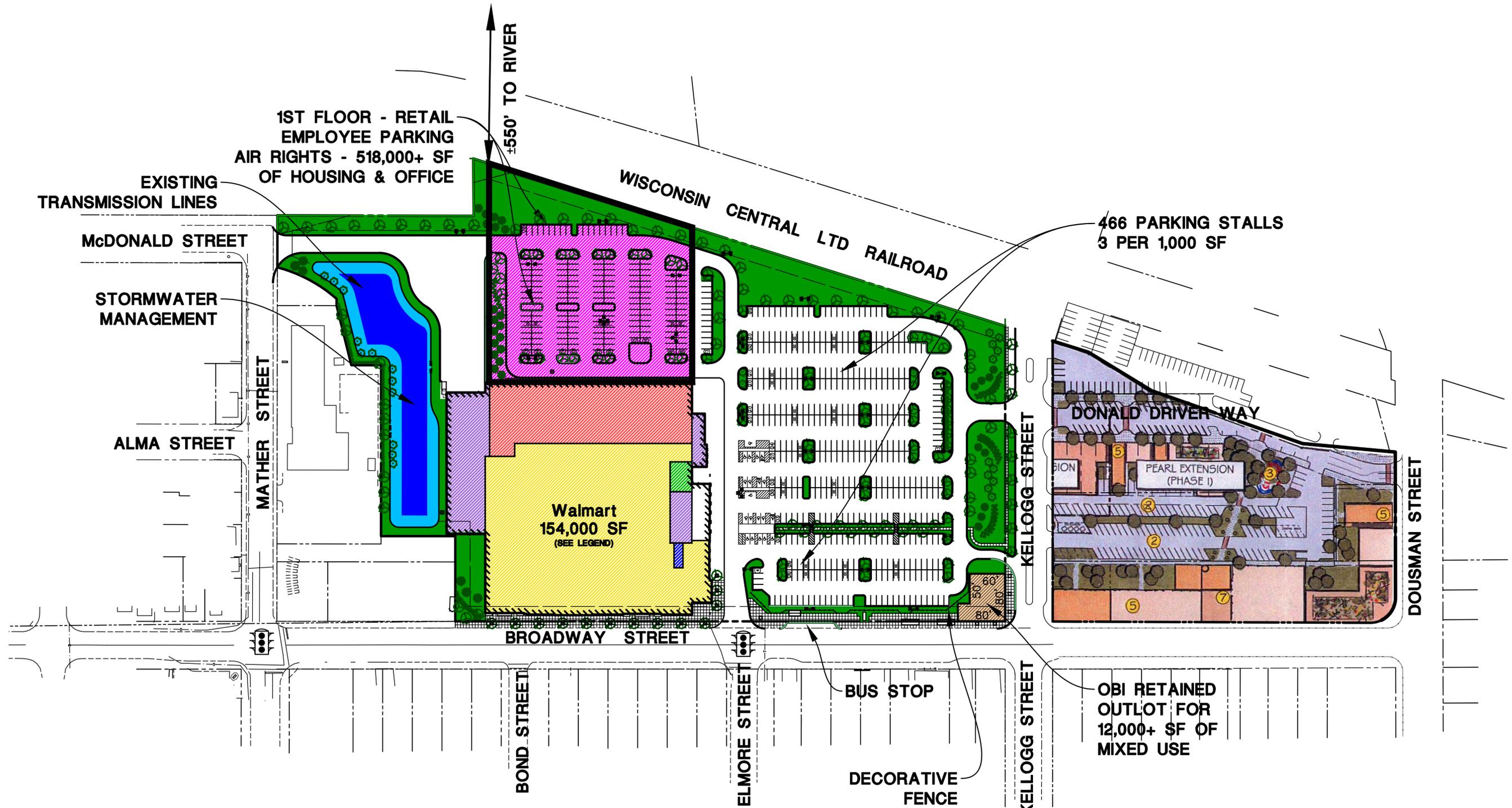


**B**  
Exhibit

**LARSEN REDEVELOPMENT**

Site Use Plan





1ST FLOOR - RETAIL  
 EMPLOYEE PARKING  
 AIR RIGHTS - 518,000+ SF  
 OF HOUSING & OFFICE

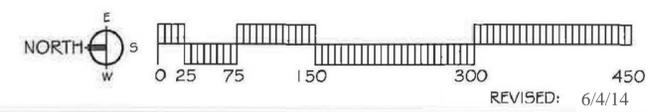
466 PARKING STALLS  
 3 PER 1,000 SF

Walmart  
 154,000 SF  
 (SEE LEGEND)

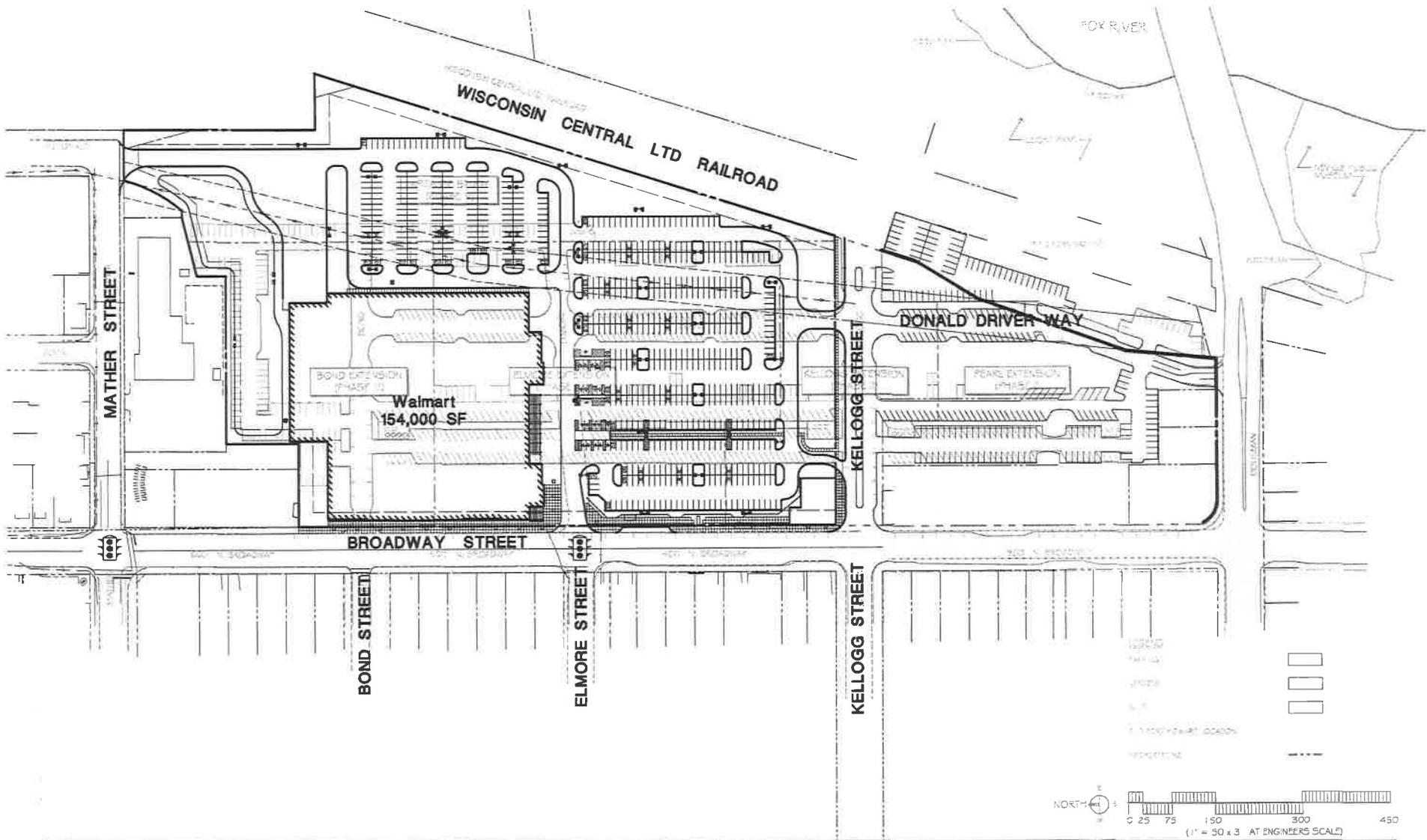
OBI RETAINED  
 OUTLOT FOR  
 12,000+ SF OF  
 MIXED USE

**BUILDING USE LEGEND**

	GENERAL MERCHANDISE 85,538 SF		FOOD TENANT 1,246 SF
	GROCERY 37,885 SF		PHARMACIST 830 SF
	COMMON SUPPORT 25,961 SF		



REVISED: 6/4/14

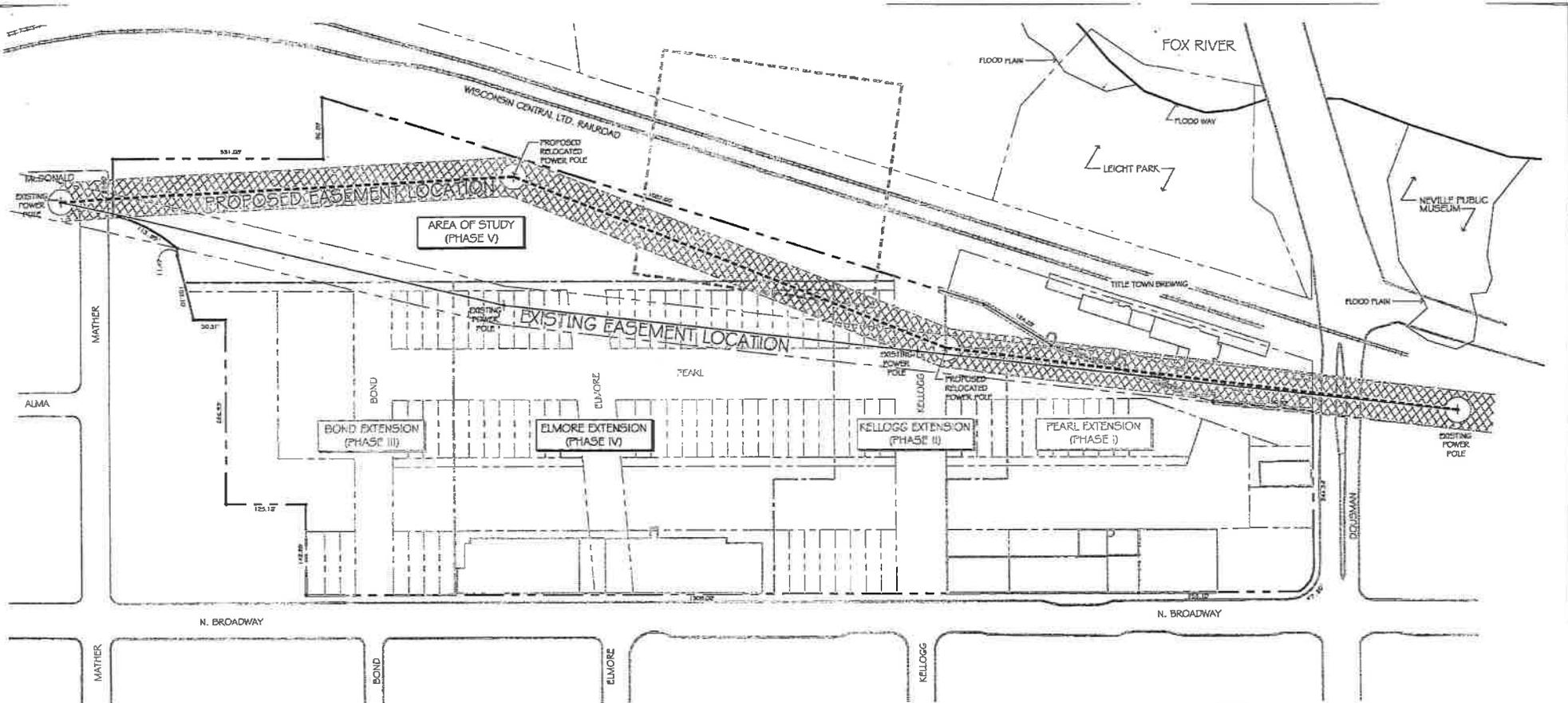


**E**  
Exhibit

# LARSEN REDEVELOPMENT

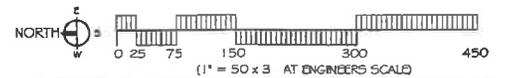
Traffic & Parking





**LEGEND**

- OLD FORT HOWARD LOCATION [---]
- PROPERTY LINE [---]
- PHASE DELINEATION [---]
- CURRENT TRANSMISSION LINE [---+]
- FUTURE TRANSMISSION LINE [---+]



# LARSEN REDEVELOPMENT

Transmission Lines

## DIMENSION IV

163 North Broadway Green Bay, WI 920.431.3444

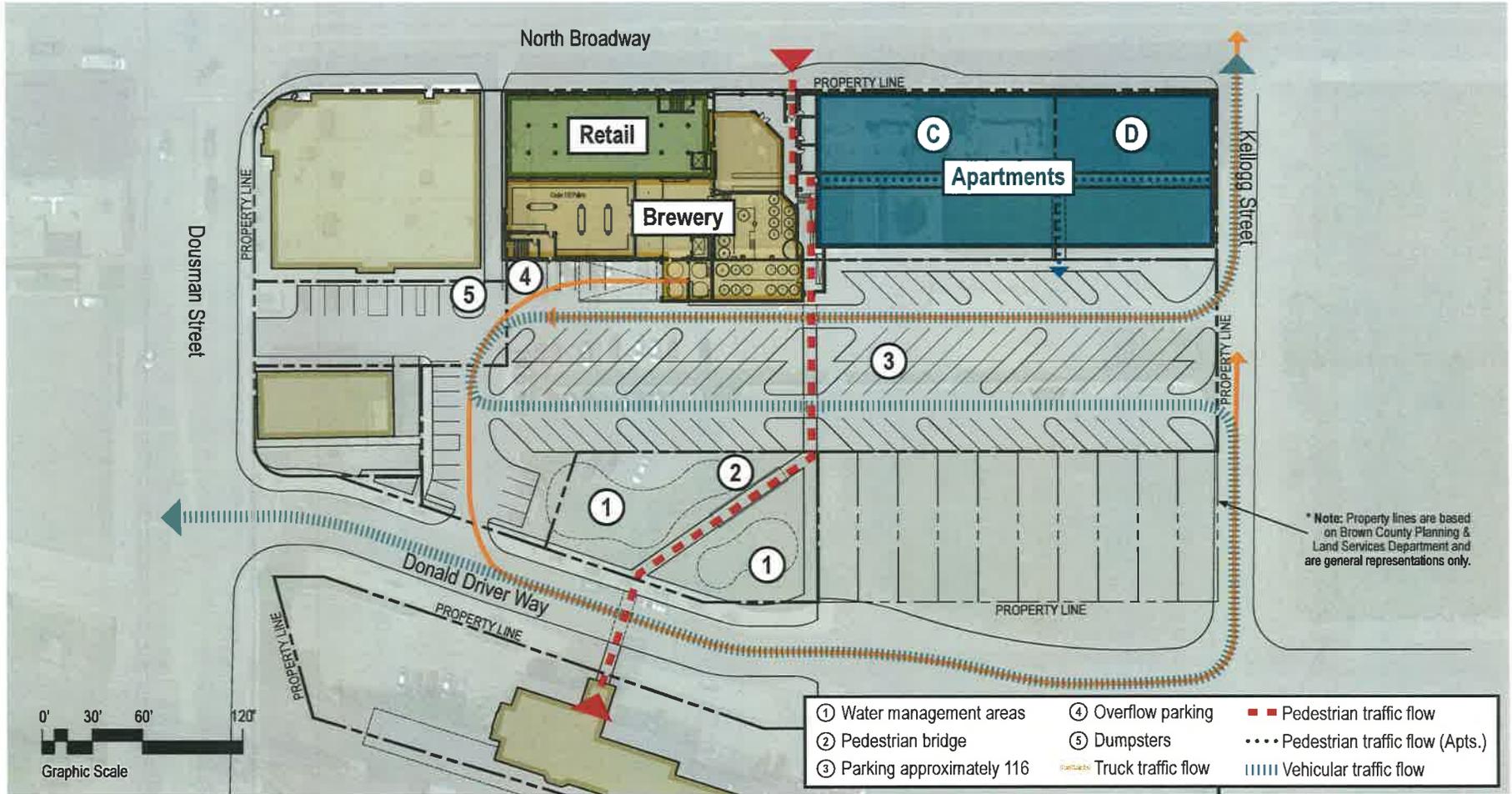


Exhibit K-1

Site Plan  
Schematic Design  
Scale: 1"=60' - 0"



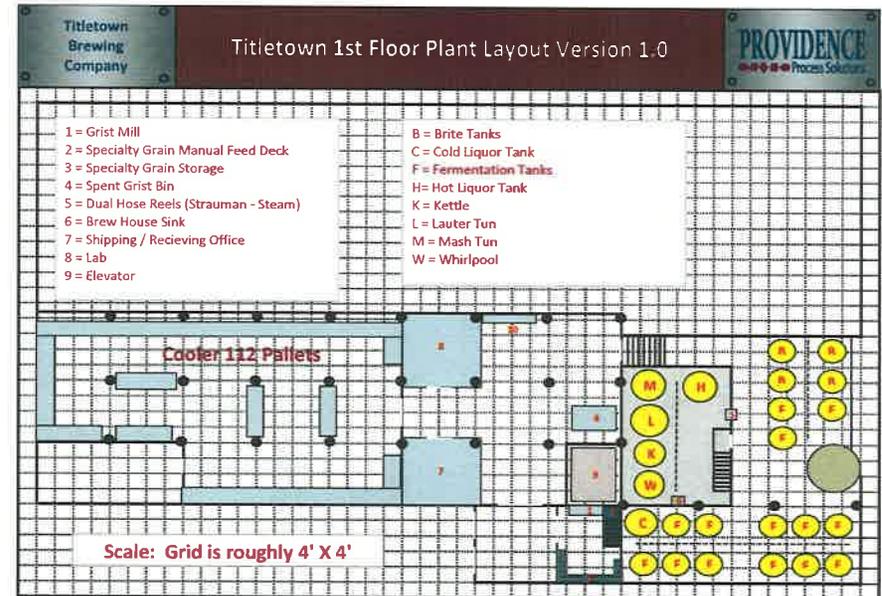
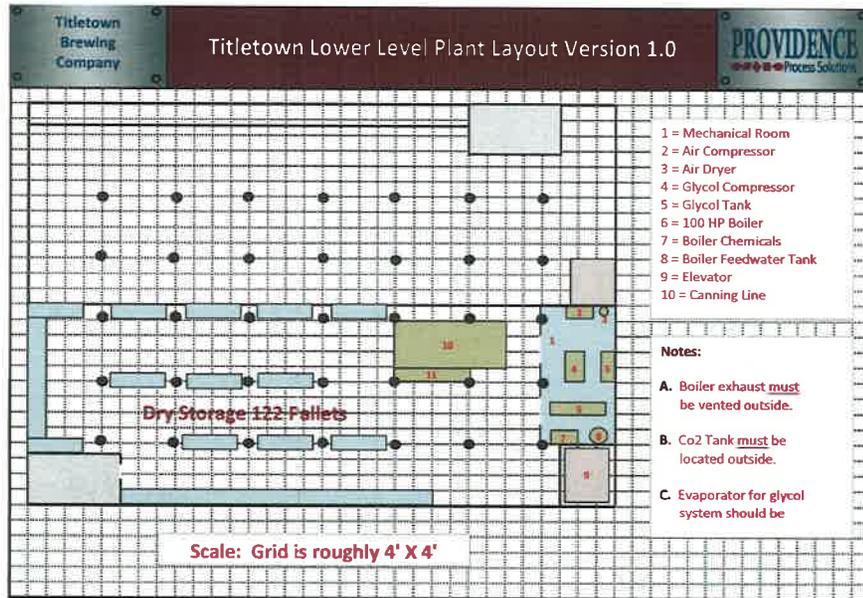


Exhibit K-2

Equipment Plan Layout



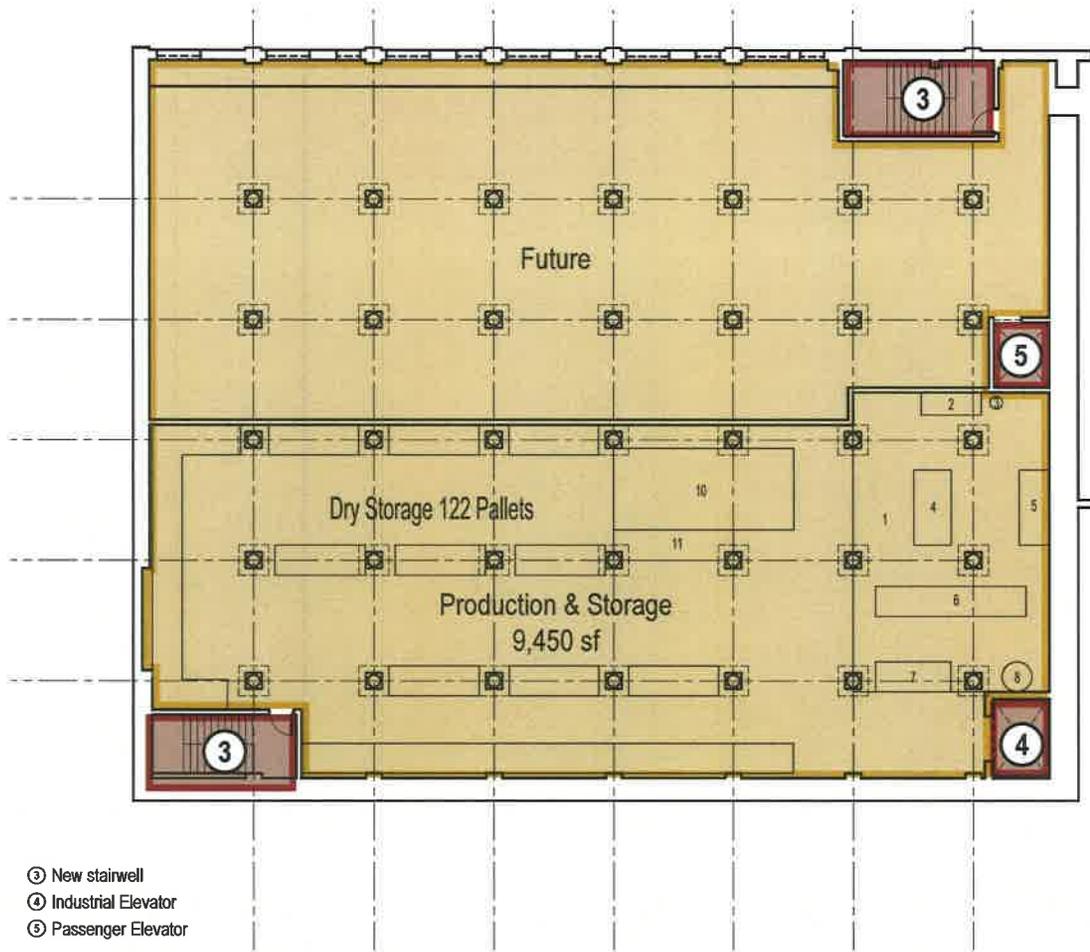
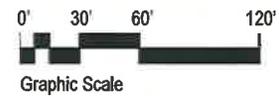
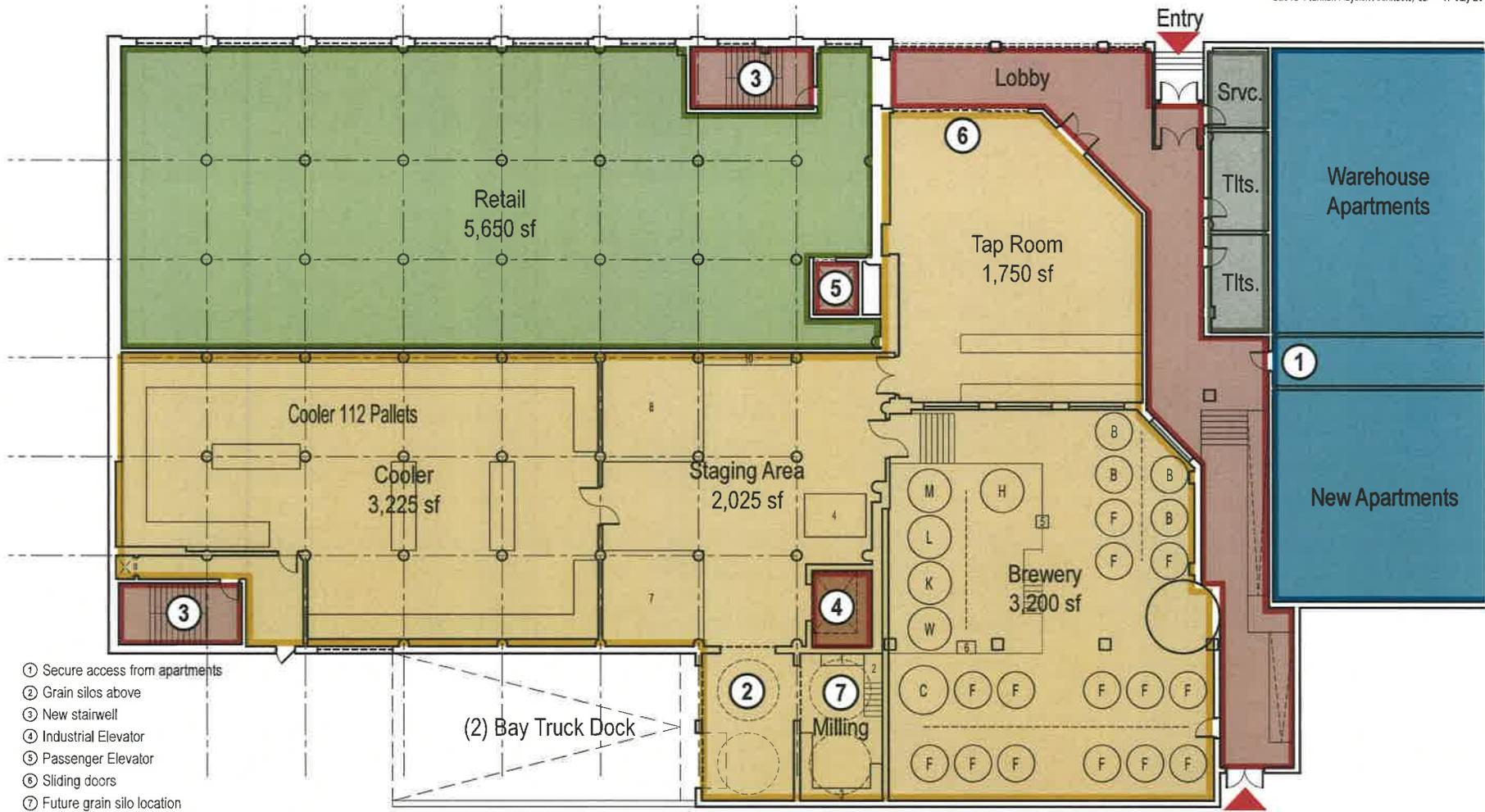


Exhibit K-3

Lower Level Floor Plan  
Schematic Design  
Scale: 1/16" = 1' - 0"





- ① Secure access from apartments
- ② Grain silos above
- ③ New stairwell
- ④ Industrial Elevator
- ⑤ Passenger Elevator
- ⑥ Sliding doors
- ⑦ Future grain silo location

Exhibit K-4

First Level Floor Plan  
Schematic Design  
Scale: 1/16" = 1' - 0"

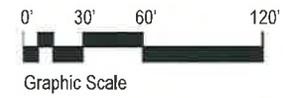
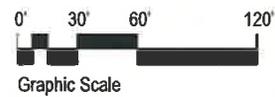
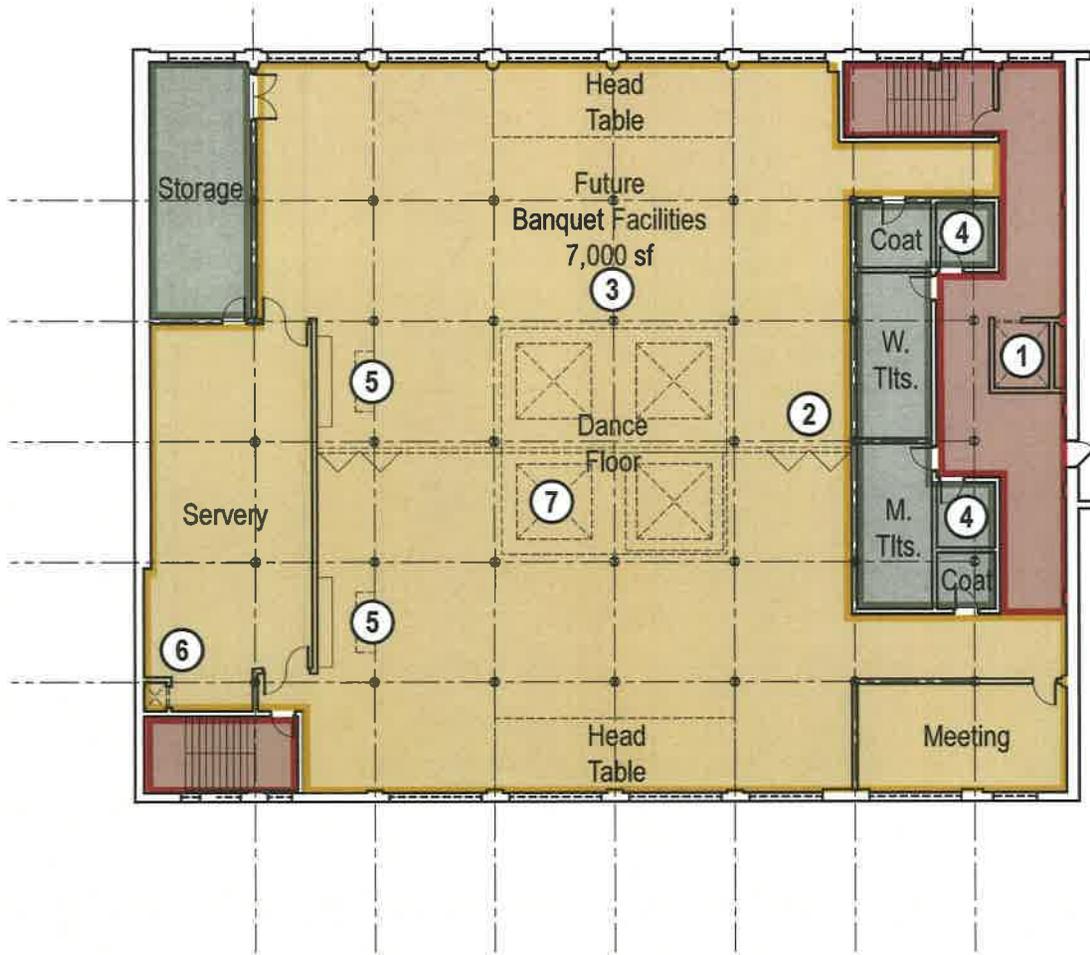




Exhibit K-5

Second Level Floor Plan  
Schematic Design  
Scale: 1/16" = 1' - 0"

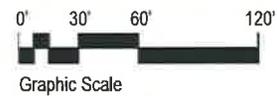




- ① Double access elevator
- ② Moveable partition wall
- ③ Posted per 250 seating capacity
- ④ Secure Room
- ⑤ Stand-up service bar
- ⑥ Dumbwaiter for food service
- ⑦ Skylights above

Exhibit K-6

Third Level Floor Plan  
Schematic Design  
Scale: 1/16" = 1' - 0"



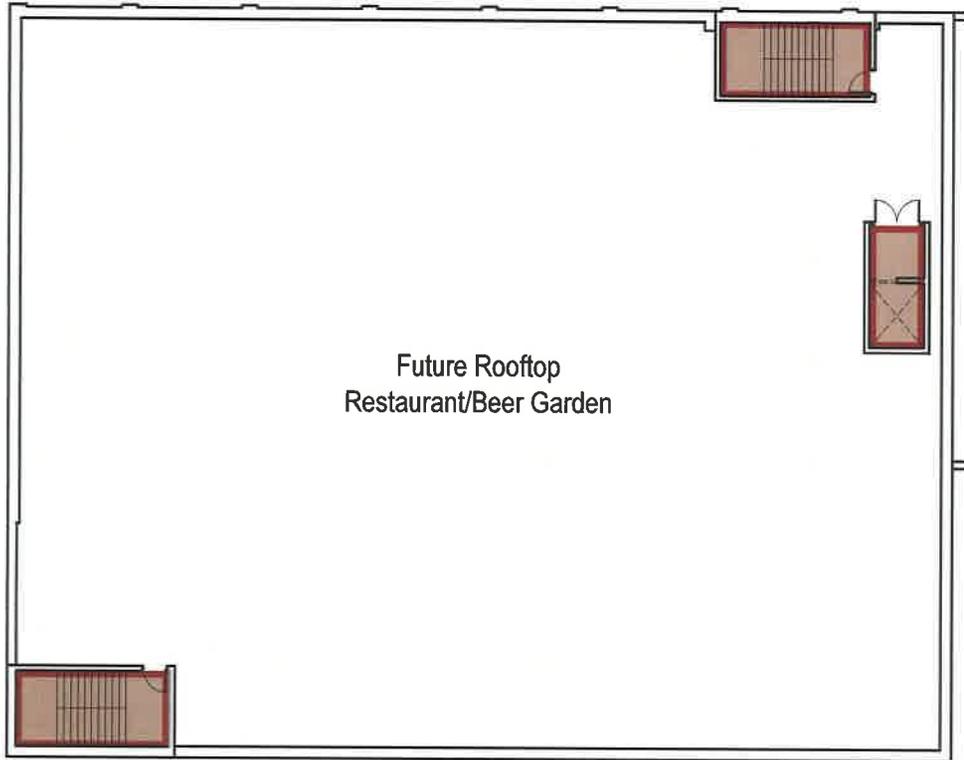


Exhibit K-7

Roof Plan  
Schematic Design  
Scale: 1/16" = 1' - 0"

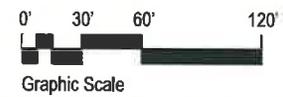




Exhibit K-8

View Looking West from Parking Lot



Exhibit K-9

View Looking East from North Broadway





Loading Dock Arborvitae Screen

Exhibit K-10

Southeast Elevational View





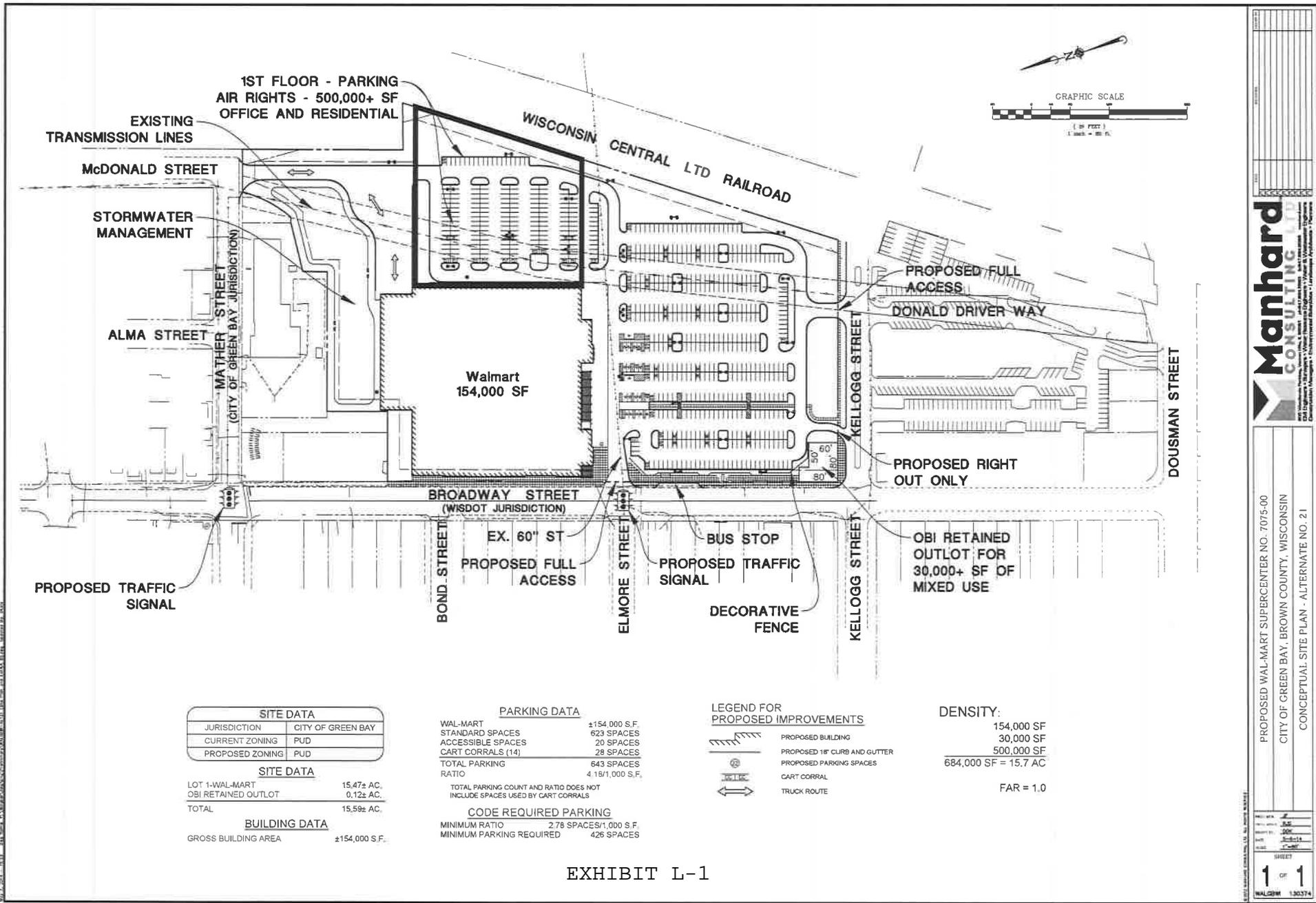
Retail Signage within Glazing

Retail Banner Signage

Exhibit K-11

Northwest Elevational View





SITE DATA	
JURISDICTION	CITY OF GREEN BAY
CURRENT ZONING	PUD
PROPOSED ZONING	PUD

SITE DATA	
LOT 1-WAL-MART	15.47± AC.
OBI RETAINED OUTLOT	0.12± AC.
TOTAL	15.59± AC.

BUILDING DATA	
GROSS BUILDING AREA	±154,000 S.F.

PARKING DATA	
WAL-MART	±154,000 S.F.
STANDARD SPACES	623 SPACES
ACCESSIBLE SPACES	20 SPACES
CART CORRALS (14)	28 SPACES
TOTAL PARKING	643 SPACES
RATIO	4.18/1,000 S.F.

TOTAL PARKING COUNT AND RATIO DOES NOT INCLUDE SPACES USED BY CART CORRALS

CODE REQUIRED PARKING	
MINIMUM RATIO	2.78 SPACES/1,000 S.F.
MINIMUM PARKING REQUIRED	426 SPACES

- LEGEND FOR PROPOSED IMPROVEMENTS
- PROPOSED BUILDING
  - PROPOSED 18" CURB AND GUTTER
  - PROPOSED PARKING SPACES
  - CART CORRAL
  - TRUCK ROUTE

DENSITY:

154,000 SF  
30,000 SF  
500,000 SF  
684,000 SF = 15.7 AC

FAR = 1.0

EXHIBIT L-1

Manhard CONSULTING LTD  
 Civil Engineers, Surveyors, Water Resources Engineers, Environmental Engineers, Geotechnical Engineers, Urban and Regional Planners, Transportation Engineers, Professional Engineers in Wisconsin  
 1000 Wisconsin Street, Suite 200, Green Bay, WI 54303  
 (920) 433-1100  
 www.manhardconsulting.com

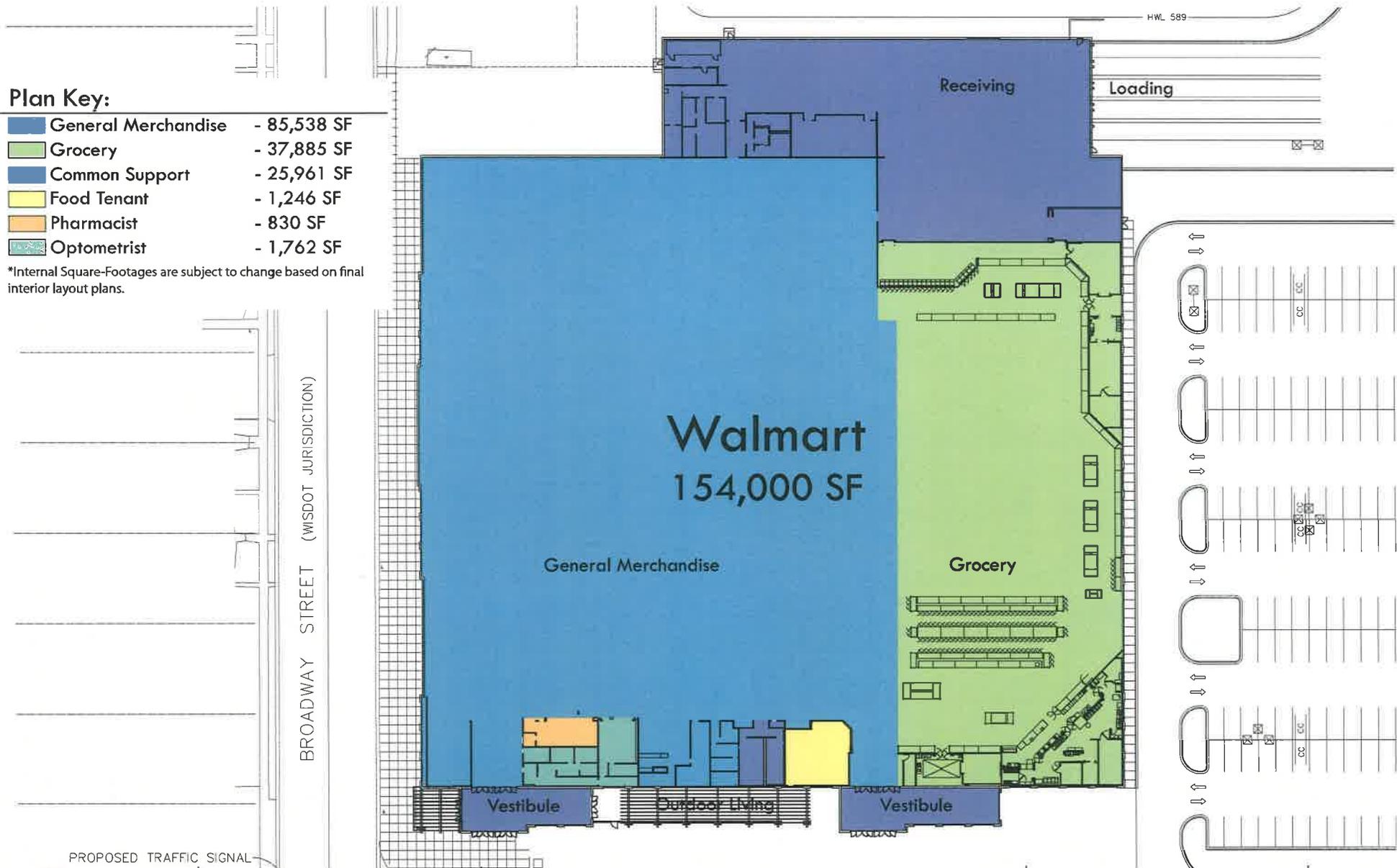
PROPOSED WAL-MART SUPERCENTER NO. 7075-00  
 CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN  
 CONCEPTUAL SITE PLAN - ALTERNATE NO. 21

SHEET  
 1 of 1  
 WAL-2019 130374

**Plan Key:**

- General Merchandise - 85,538 SF
- Grocery - 37,885 SF
- Common Support - 25,961 SF
- Food Tenant - 1,246 SF
- Pharmacist - 830 SF
- Optometrist - 1,762 SF

\*Internal Square-Footages are subject to change based on final interior layout plans.



PROPOSED TRAFFIC SIGNAL



**Massa Montalto Architects, PC**  
3297 Route 66 | Neptune, NJ 07753

P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com  
DESIGN REPRESENTATION ONLY NOT FOR CONSTRUCTION  
The building images shown are a representation of the current design intent only. The building images may not reflect variations in color, size, hue, fit, shading, ambient light intensity, materials, hardware, patterns, floor style, construction variations required by building codes or inspectors, material availability or final design detailing.

EXHIBIT L-2

**Store Layout Plan**

| Submission: May 7, 2014 |

**Broadway Street.**  
Green Bay, WI





[8] Rear Elevation

**Elevation Key Notes:**

1	Open Metal Framing System	11	Painted black metal screen system
2	Arch. Precast Concrete	12	Painted Hollow Metal Door
3	Quik-Brik (Promenade)	13	Metal Roll Down Door
4	Directional Sign	14	
5	Glass Storefront System	15	
6	Spandrel Glass Storefront System	16	
7	Arch. Precast Base	17	
8	Illuminated Sign	18	
9	Metal Awning System	19	
10	Metal panel	20	
		21	

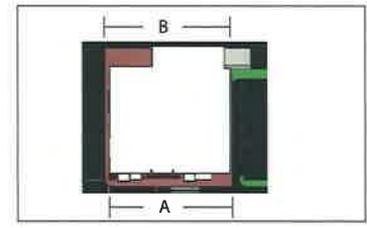
Perspective of Front:



Perspective of Front:



Key Plan:



**Massa Montalto Architects, PC**  
 3297 Route 66 | Neptune, NJ 07753  
 P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com  
 DESIGN REPRESENTATION ONLY NOT FOR CONSTRUCTION  
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**Elevations [Front & Rear]**

| Submission: May 7, 2014 |

EXHIBIT L-3

**Broadway Street.**  
 Green Bay, WI





**Elevation Key Notes:**

1	Open Metal Framing System	11	Painted black metal screen system
2	Arch. Precast Concrete	12	Painted Hollow Metal Door
3	Quik-Brik (Promenade)	13	Metal Roll Down Door
4	Directional Sign	14	
5	Glass Storefront System	15	
6	Spandrel Glass Storefront System	16	
7	Arch. Precast Concrete	17	
8	Illuminated Sign	18	
9	Metal Awning System	19	
10	Metal panel	20	
		21	

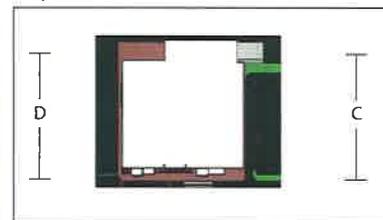
Perspective of Left:



Perspective of Left:



Key Plan:



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com  
DESIGN REPRESENTATION ONLY NOT FOR CONSTRUCTION  
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Elevations [Right & Left]

EXHIBIT L-4

| Submission: May 7, 2014 |

Broadway Street.  
Green Bay, WI





Front Building Elevation

### Signage Profile and Dimensions



### Signage Calculation Information

Walmart Building Associated Tabulation Chart							
Front Signs	#	Type	Color	Height	Illumination	Sq. Ft.	Total Sq.Ft.
Walmart	1	Business	White	5'-6"	Channel Lit.	298.00	298.00
Spark		Business	Yellow	8'-0"	Channel Lit.		
Market	1	Directional	White	6'-10"	n/a	28.17	203.00
Home & Pharmacy	1	Directional	White	3'-5"	n/a	97.66	
Outdoor Living	1	Directional	White	3'-5"	n/a	77.17	
* Front Signage Total Sq. Ft.							501.00
Rear Signs	#	Type	Color	Height	Illumination	Sq. Ft.	Total Sq.Ft.
Walmart	1	Business	White	5'-6"	Channel Lit.	298.00	298.00
Spark		Business	Yellow	8'-0"	Channel Lit.		
* Right Side Signage Total Sq. Ft.							298.00
* Walmart Building Total Sq. Ft. (Excludes Site Pylon/Monument )							799.00



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

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### Walmart Signage Information Sheet

Submission: May 7, 2014 |

EXHIBIT L-5

Broadway Street.  
Green Bay, WI



Front Perspective



Massa Montalto Architects, PC  
 3297 Route 66 | Neptune, NJ 07753

P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com  
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EXHIBIT L-6

Front Perspective

| Submission: May 7, 2014 |

Broadway Street,  
 Green Bay, WI





Home & Pharmacy Vestibule



Market Vestibule



Outdoor Living Area



Market Vestibule



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

P: 732.918.2300 | F: 732.918.2351 | www.mma-architects.com  
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Miscellaneous Perspectives

| Submission: May 7, 2014 |

EXHIBIT L-7

Broadway Street.  
Green Bay, WI





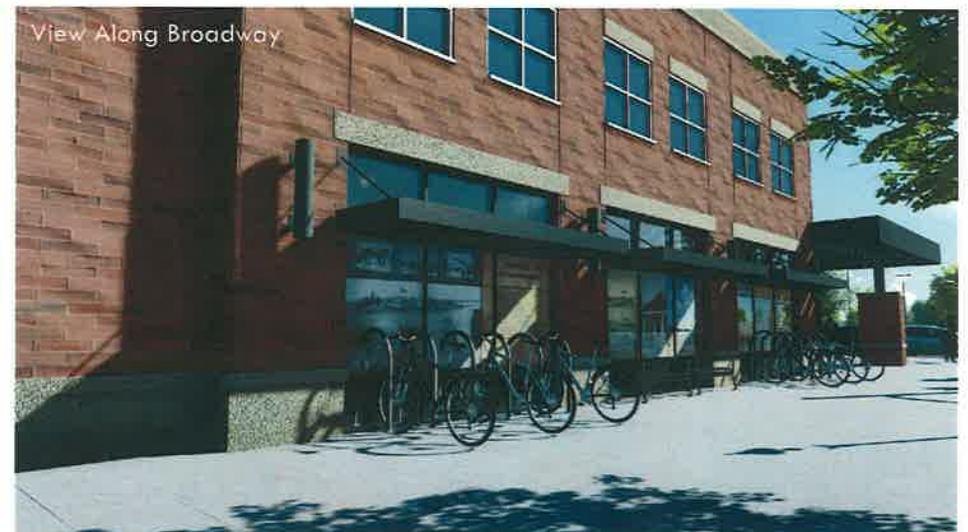
Front Walk



Home & Pharmacy Side Entrance



View along Broadway



View Along Broadway



Massa Montalto Architects, PC  
3297 Route 66 | Neptune, NJ 07753

P: 732.918.5300 | F: 732.918.2351 | [www.mma-architects.com](http://www.mma-architects.com)  
DESIGN REPRESENTATION ONLY NOT FOR CONSTRUCTION  
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Miscellaneous Perspectives

| Submission: May 7, 2014 |

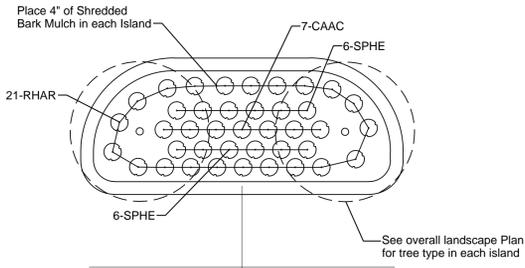
EXHIBIT L-8

Broadway Street.  
Green Bay, WI



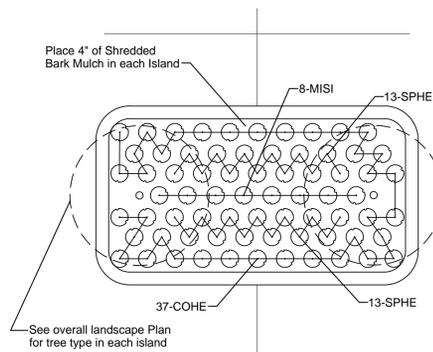






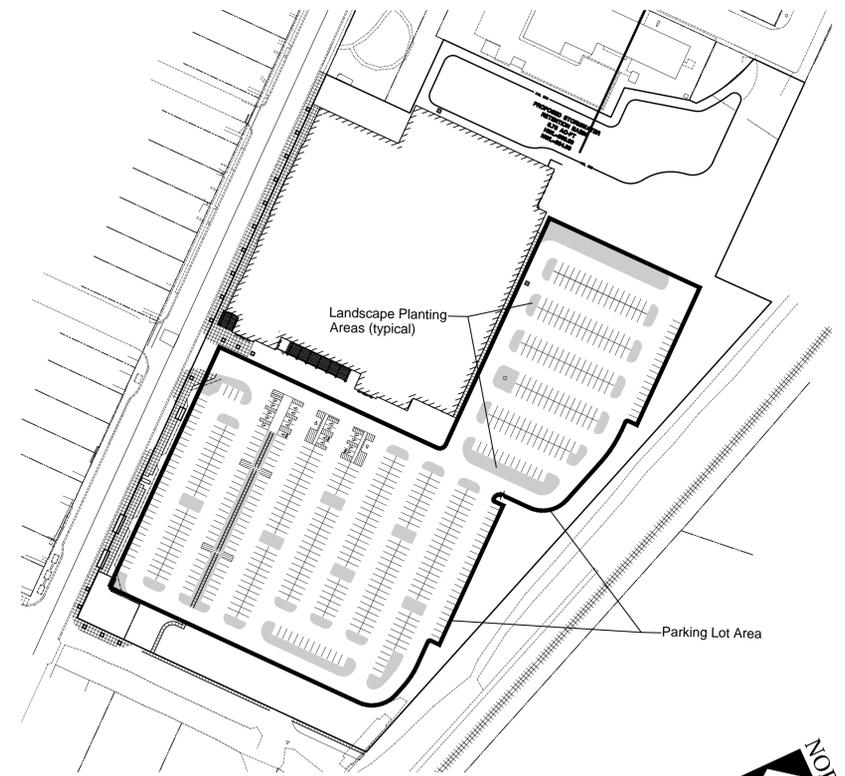
Type "A" Island Planting Detail (17 Total)

Scale: 1" = 10'-0"



Type "B" Island Planting Detail (6 Total)

Scale: 1" = 10'-0"



Parking Lot Area  
No Scale



City of Green Bay  
Required Landscaping

Interior Parking Lot Landscaping

10% of interior of parking lots shall be devoted to landscape planting areas

Total Parking Area	300,887.63 square feet
Required 10% Planting Area	30,088.76 square feet
Planting Area on Plan	34,381.71 square feet / 11.43%

Shade Trees

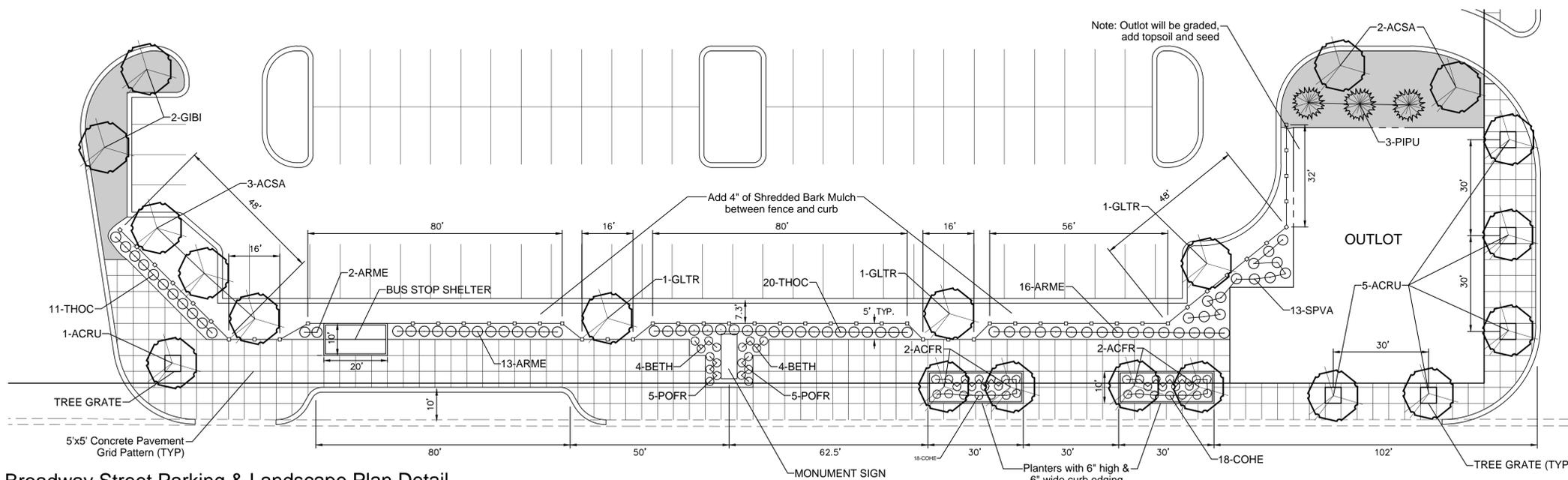
1 tree per 15 spaces required

643 parking spaces  
15 spaces = (42.86) = 43 shade trees required

Trees on Plan within parking area - 94

LEGEND

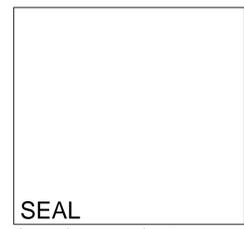
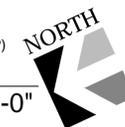
- Area to be Sodded
- Cardo/J.F. New Stormwater Seed Mix



Broadway Street Parking & Landscape Plan Detail

Scale:

1" = 20'-0"



Glenn M Christensen, ASLA, RLA  
Wisconsin Registered Landscape Architect LA-172

**Manhard CONSULTING LTD.**  
 800 Wisconsin Professional Building, 1000 Wisconsin Avenue, Suite 1000, Green Bay, WI 54903  
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers • Environmental Scientists • Planners  
 Construction Managers • Environmental Architects • Landscape Architects • Planners

DATE	
REVISIONS	

PROPOSED WAL-MART SUPERCENTER NO. 7075-00  
 CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN  
 LANDSCAPE ISLAND DETAIL

PROJ. MGR:	TJR
PROJ. ASSOC:	RJS
DRAWN BY:	REH
DATE:	01-03-14
SCALE:	AS NOTED

SHEET

**8 OF 10**

WALGBW 130374

January 3, 2014 - 13:09  
 Draw Name: P:\Wisconsin\New\Enr\Preliminary\Plan Set\08-LANDSCAPE-DET.dwg  
 Location: Bk\_mcdonald

Memorandum of Understanding  
On Broadway Purchase of Birds Eye Property

Whereas, On Broadway, Inc. (hereinafter "OBI") has agreed to terms to purchase the 22 acre property known as the Birds Eye Property (hereinafter "Project Site") located the northeast corner of Broadway and Dousman in the City of Green Bay, as depicted in the attached Exhibit A;

Whereas, in order to the obtain financing for the purchase of the Project Site, OBI has requested that the City guarantee a portion of the OBI loan by a private lender; and

Whereas, in exchange for guaranteeing the loan as provided for herein, the City seeks additional contingencies in order to secure successful redevelopment of the Project Site; and

Therefore, for good and valuable consideration, the parties do agree and state as follows:

1. OBI shall secure a New Market Tax Credit Loan in the amount of \$3,000,000.00 (hereinafter the "New Market Loan") from M&I Bank and a \$1,000,000.00 conventional loan (hereinafter the "Conventional Loan") from M&I Bank for purchase of the Project Site in the amount of \$3,600,000.00, including closing costs, with a closing to occur on or before June 15, 2007. The remaining 400,000 of the New Market Loan shall be used for future demolition and site improvements.
2. ~~The City shall sign a guarantee at closing for the full amount of the New Market Loan.~~ The New Market Loan has an estimated interest rate of 4.09% for a minimum loan term of 7 years. Monthly payments will be due in the amount of interest only during the initial 7 year term.
3. The ~~Conventional Loan~~ shall not be guaranteed by the City or OBI. It has an estimated floating interest rate of 7.09% that will adjust daily at the overnight LIBOR rate plus 175 basis points. Its term is 2 years with interest only due during the term with a balloon payment due in 24th month.
4. In the event that OBI fails to make payment on either loan for a period of more than two months, the City, or the Redevelopment Authority of the City of Green Bay as its agent, will at its discretion request title to the property. Upon such request, OBI agrees to transfer all property secured by the loans to the City/RDA. The City may assume all outstanding loans in event of default.
5. Proceeds from sale of land within the Project Site as described in paragraph 6 below shall be first applied to the Conventional Loan until paid in full. Thereafter, sale proceeds shall be deposited into an interest bearing account of which funds may be expended in accordance with paragraphs 6 and 7 herein. It is further understood and acknowledged that M&I Bank will

have a first position mortgage for the Conventional Loan on the Project Site including assignment of leases, rents, and profits and that M&I Bank will have a second position mortgage for the New Market Loan on the Project Site including assignment of leases, rents, and profits. If the balloon payment on the Conventional Loan is not made at the end of the loan's term, OBI shall negotiate with a private lender for refinancing of the Conventional Loan for a term not more than 5 years.

6. It is intended that the property will be subdivided and sold for redevelopment by third parties. Sales to third parties shall not be for the purpose of land banking or other purely speculative purpose. At least 80% of the proceeds of any sale shall be applied towards the conventional loan. Thereafter 80% of proceeds of any sale up to the amount of principal and interest of the New Market Tax Credit Loan shall be held in an interest bearing account until the earliest date upon which the New Market Tax Credit Loan may be paid in full.

7. It is anticipated that the City will be asked to invest public funds for infrastructure, demolition, storm water management, and similar costs allocated to the site that may be funded with tax increment financing. The City would like to recoup those expenditures as quickly as possible. After the Conventional Loan and the New Market Loan are repaid in full or funds sufficient to retire these Loans are escrowed, 50% of property sale proceeds shall go towards paying down any additional debt incurred by the City, including through tax increment financing, until 50% of the City debt for public improvements and demolition on the site (not including debt incurred on behalf of and guaranteed by third party developers or property owners) is repaid. OBI may request a waiver of this requirement from the Redevelopment Authority of the City of Green Bay prior to any expenditure of funds. The Redevelopment Authority of the City of Green Bay shall act in its sole discretion. After 50% of the City debt is repaid, 30% of the property sales proceeds shall go towards paying down City debt until the TIF can be closed. All excess funds shall be applied towards marketing, public improvements and other projects within the OBI business improvement district which may be amended from time to time.

8. OBI shall appoint three members to the Birds Eye Governing Board (hereinafter "the Board"). The Mayor shall also appoint three representatives for the City to serve on the Board. The Board shall be responsible for final approval of all aspects of the development effort, including but not limited to implementation of the Concept Plan, future Planned Unit Development, expenditure of funds, sale of property, and design review. All such decisions require a majority vote of the Board of which at least 5 members of the Board shall be present at any vote. In the event of a tie vote, the issue shall be decided by the Redevelopment Authority of the City of Green Bay in its sole discretion. The Board will remain in place at least until such time as the City's guarantee is released and the dissolution of the board is approved by OBI and the Redevelopment Authority of the City of Green Bay.

9. OBI has drafted and the City has approved a conceptual redevelopment of the Project Site as described in a document entitled Larsen Redevelopment – An Urban Mixed-Use Vision. The concept defines the intent of the purchase of the Birdseye property and expectations for redevelopment and shall serve as a general guideline as development of the Project Site

progresses. Redevelopment is expected to include building space for offices, residential units (rental and condo), retail, and restaurants. When fully redeveloped, the property is estimated to have an assessed value of more than \$105 Million. OBI shall submit a Planned Unit Development (PUD) for the property by September 15, 2007 in keeping with the concept plan.

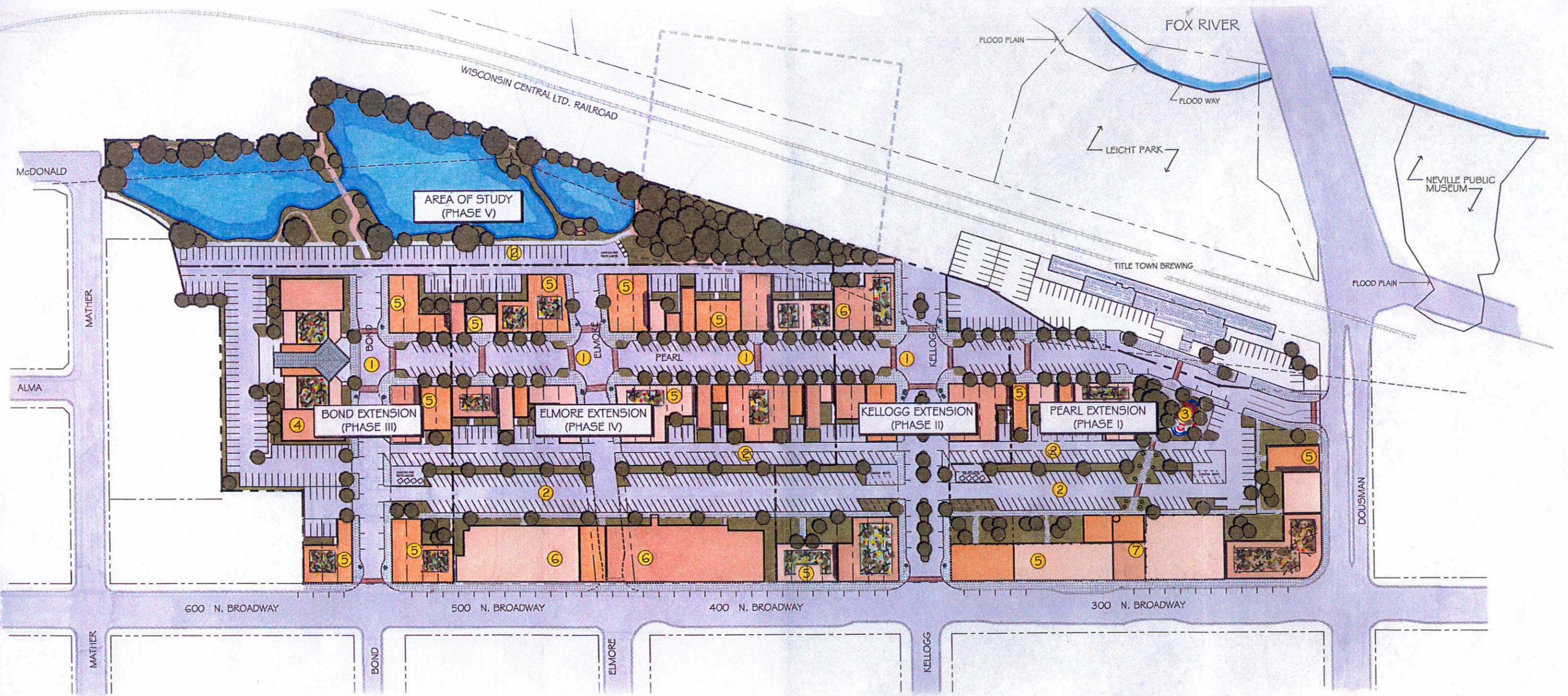
10. No buildings or land within the Project Site may be sold to nonprofit or tax exempt entity.

11. No assignment of rights and obligation under this Agreement without consent of City.

12. All archeological artifacts in place on-site, found, disturbed, or recovered are the property of the citizens of Green Bay to which the City Council has control, subject to all state or federal regulations that may pertain to such items found.

**[SIGNATURE PAGE FOLLOWS]**



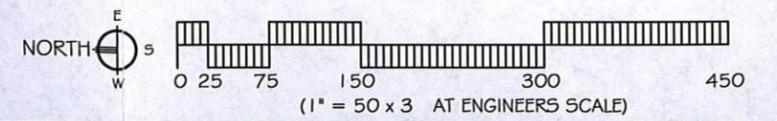


**LEGEND**

- |   |   |                          |           |
|---|---|--------------------------|-----------|
| PUBLIC RIGHT OF WAY   | ① | OLD FORT HOWARD LOCATION | [---]     |
| PARKING   | ② | PROPERTY LINE            | ----      |
| PUBLIC PARK   | ③ | PHASE DELINEATION        | - - - -   |
| PUBLIC/INSTITUTIONAL  | ④ | FUTURE TRANSMSSION LINE  | - - + - - |
| MIXED COMMERCIAL/RETAIL/<br>OFFICE/RESIDENTIAL & LIGHT INDUSTRIAL | ⑤ | FUTURE STREET / PARKING  | ----      |
| MIXED COMMERCIAL/<br>RETAIL/OFFICE & LIGHT INDUSTRIAL             | ⑥ |                          |           |
| COMMERCIAL/RETAIL & LIGHT INDUSTRIAL                              | ⑦ |                          |           |

**PROJECT TIME LINE**

PHASE I	2007 - 2009
PHASE II	2008 - 2010
PHASE III	2011 - 2013
PHASE IV	2014 - 2017
PHASE V	TO BE DETERMINED



# LARSEN REDEVELOPMENT

## Master Plan

**DIMENSION IV**  
 163 North Broadway Green Bay, WI 920.431.3444

### Concept Data

- A** NEW COMMUNITY PARK
- B** MULTI-FAMILY RESIDENTIAL
- C** NEW TOWNHOMES
- D** MULTI-FAMILY RESIDENTIAL
- E** WAREHOUSE RE-USE  
- Potential for loft units, live/work space, office, and commercial.
- F** NEW TOWNHOMES
- G** MULTI-FAMILY RESIDENTIAL BLOCK
- H** NEW RETAIL OR MIXED-USE DEVELOPMENT
- I** TRIANGLE PARK
- J** ENHANCED LEICHT PARK  
- Enhancements to northern 5.5 acres of Leicht Park.
- K** PLANNED TITLETOWN REDEVELOPMENT
- L** NEW RETAIL OR MIXED-USE DEVELOPMENT
- M** PEDESTRIAN OVERPASS



Figure 1: Larsen Green Development

Document Number

Easements with Covenants and  
Restrictions Affecting Land

Recording Area

Name and Return Address

Joseph M. Judge

Dawda, Mann, Mulcahy & Sadler, PLC

39533 Woodward Avenue, Ste. 200

Bloomfield Hills, MI 48304

Green Bay (C), WI/Store No. 7075-00

Parcel Identification Numbers (PIN)

5-1756 and 5-1757

**EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND**

**THIS EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND** (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Walmart"), and **ON BROADWAY, INC.**, a Wisconsin corporation ("On Broadway").

**WITNESSETH:**

**WHEREAS**, Walmart is the owner of the "Walmart Parcel" as shown on the plan attached hereto as Exhibit A-1 hereof, said Tract being more particularly described in Exhibit B attached hereto;

**WHEREAS**, On Broadway is the owner of the "Corner Parcel" and the "South Parcel" as shown on the plan attached hereto as Exhibit A-1 hereof, the same being more particularly described in Exhibit C hereof (together, the Corner Parcel and the South Parcel are referred to herein as the "On Broadway Parcels") (individually, each of the Walmart Parcel, the Corner Parcel and the South Parcel are referred to herein as a "Parcel" and, collectively, as the "Parcels"); and

**WHEREAS**, Walmart and On Broadway desire that the Parcels be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "shopping center"), and further desire that the Shopping Center be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Walmart and On Broadway do hereby agree as follows:

1. Use. Buildings on the Parcels shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, walk-in medical clinics, including but not limited to optometrist offices, retail stores or hotels. No restaurant, cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space on the On Broadway Parcels without the prior written consent of Walmart. Notwithstanding the foregoing sentence, the following businesses shall be permitted on the South Parcel: a restaurant (if such restaurant sells alcohol, the gross receipts from the sale of alcohol shall not exceed 35% of the overall gross receipts of such restaurant) and an arcade or entertainment room that is incidental to a hotel. On Broadway recognizes that said businesses may inconvenience Walmart's customers and adversely affect Walmart's business.

2. No Covenant to Build. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to build a store and/or any other improvements on the Walmart Parcel, commence the operation of a business or thereafter continuously operate a business by Walmart on the Walmart Parcel. On Broadway recognizes and agrees that Walmart may, at Walmart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Walmart Parcel; and On Broadway hereby waives any legal action for damages or for equitable relief which might be available to On Broadway because of Walmart's failure to build any improvements on the Walmart Parcel and/or the cessation of business activity by Walmart.

3. Competing Business. On Broadway covenants that as long as Walmart, or any affiliate of Walmart, is the user of the Walmart Parcel, either as owner or lessee, no space in or portion of the On Broadway Parcels, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by On Broadway or any affiliated entity of On Broadway, shall be leased or occupied by or conveyed to any other party for use as (i) a pharmacy, as this term is defined below, (ii) a variety, general or "dollar" store", (iii) a grocery store or supermarket as such terms are defined below, or (iv) as any combination of the foregoing uses. In the event of a breach of this covenant, Walmart shall have the right to terminate this Agreement and/or to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. "Pharmacy", as that term is used herein, shall mean any retail or wholesale store of any size (free-standing or included within another store) which sells or dispenses prescription drugs or pharmaceuticals (either over-the-counter or by script/prescription), whether or not such activities are primary to such store. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 10,000 square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments.

4. Building Design and Construction. No improvements shall be constructed, erected or expanded or altered on the Corner Parcel until the plans for the same (including site layout, exterior building materials and colors and parking) have been approved in writing by Walmart. Any improvements constructed, erected or expanded or altered on the On Broadway Parcels shall be architecturally compatible with other buildings in the general vicinity of the On Broadway Parcels. No building constructed on the Corner Parcel shall exceed twenty five feet (25') (including all mechanical improvements and architectural embellishments) in height, as measured from the mean finished elevation of the parking area of the Shopping Center. No building on the On Broadway Parcels shall have a metal exterior. All public entrance and exit ways for businesses located on the Corner Parcel must directly face Broadway Street, utilizing the public sidewalk immediately adjacent to Broadway Street. Any rooftop equipment constructed on the buildings located on the On Broadway Parcels shall be screened so as not to be visible from the mean finished elevation of the parking area on the Walmart Parcel.

5. Common Areas.

5.1 Access and Parking Easement. Walmart hereby grants to On Broadway, as the owner of the Corner Parcel, and to its tenants, subtenants, employees and customers (the "On Broadway Parties"), a non-exclusive perpetual easement and right to use those certain driveways and parking spaces (being 20 parking spaces in total) situated on or within, or to be situated on or within, the Access and Parking Easement Area, as shown on Exhibit A-2 and legally described on Exhibit A-3, for vehicular access and parking without payment of any fee or other charge therefore. No delivery trucks, construction or contractor vehicles shall be permitted to use the Access and Parking Easement Area.

5.2 Corner Parcel "Parking Ratio". On Broadway agrees that at all times there shall be maintained on the Corner Parcel and within the Access and Parking Easement Area parking areas sufficient to accommodate not fewer than: (i) 10 spaces for every 1,000 square feet of building space for any restaurant or entertainment use on the Corner Parcel, or (iii) 5.0 spaces per 1,000 square feet of building space for any other use on the Corner Parcel.

5.3 South Parcel "Parking Ratio". On Broadway agrees that at all times there shall be independently maintained on the South Parcel parking areas sufficient to accommodate not fewer than: (i) 10 spaces for every 1,000 square feet of building space for any restaurant or entertainment use on the South Parcel, or (iii) 5.0 spaces per 1,000 square feet of building space for any other use on the South Parcel.

5.4 Temporary Construction Easement On Broadway hereby grants to Walmart a temporary construction easement to go upon the On Broadway Parcels in connection with the construction, on the Walmart Parcel or within the right-of-way for Kellogg Street, of the improvements depicted on the Exhibit A. This temporary easement shall automatically terminate on the earlier of (a) the date that the improvements have been completed, and (b) the last day of the thirty-sixth (36th) month following the date of this Agreement.

5.5 Maintenance.

6. Standards. The On Broadway Parcels shall be kept neat, orderly, planted in grass and trimmed until improved and constructed (by On Broadway, at its sole cost and expense). Following completion of the improvements on the On Broadway Parcels, On Broadway, at its sole cost and expense, shall maintain the On Broadway Parcels, including the common areas thereon, in good condition and repair. The maintenance is to include, without limitation, the following:

6.1 Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

6.2 Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

6.3 Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

6.4 Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

6.5 Maintaining all perimeter and exterior building walls including, but not limited to, all retaining walls in a good condition and state of repair; and

6.6 Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

6.7 Maintaining elements of any storm drainage system servicing the On Broadway Parcels

7. Self-Help. If On Broadway fails to perform and satisfy its maintenance, repair and replacement obligations as set forth herein and such failure is not cured within ten (10) days after written notice of said failure has been delivered to On Broadway (or in the event of an emergency where only reasonable notice is required to be provided hereunder), then Walmart shall have the immediate right to perform said maintenance (or such portions of maintenance as Walmart determines in their sole and absolute discretion is necessary) for and on behalf of On Broadway, and in which case (a) On Broadway, as the owner of the On Broadway Parcels grants to Walmart and its contractors, employees, agents, and representatives, a nonexclusive license over the On Broadway Parcels for the performance of such maintenance, repair and replacement. Should Walmart exercise said self help under this subsection, Walmart may invoice On Broadway for the actual costs thereof along with any administrative fee that may be incurred by Walmart in performing said maintenance, repair and/or replacement and On Broadway shall remit said costs to the Walmart within thirty (30) days thereafter.

8. Signs. No rooftop sign shall be erected on the building constructed on the On Broadway Parcels. No freestanding identification sign may be erected on the On Broadway Parcels without the approval of Walmart, and in no event shall any such freestanding identification sign exceed the height of any the Walmart monument sign or block or in any way impair the visibility of the Walmart Store. No sign shall be located on the On Broadway Parcels except (a) signs advertising businesses conducted thereon, and (b) the Walmart sign permitted by this Section 6)

On Broadway, as the owner of the Corner Parcel, hereby grants to Walmart, as the owner of the Walmart Parcel an exclusive perpetual easement and right to use that certain area situated on or within, or to be situated on or within, the Corner Sign Easement Area, as shown on Exhibit A-2, for erection and maintenance of a Walmart monument sign and utilities to service same.

9. Indemnification/Insurance.

9.1 Indemnification. On Broadway hereby agrees to indemnify and save Walmart harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage occurring on or from the On Broadway Parcels or arising out of the use by the On Broadway Parties of the Access and Parking Easement, except if caused by the gross negligence of Walmart.

9.2 Insurance.

9.3 On Broadway shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the On Broadway Parcels and the Parking and Access Easement Area, such insurance to afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. All such insurance shall include a rider to cover the contractual liability created by this Agreement. On Broadway shall provide Walmart with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by On Broadway which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to Walmart and the On Broadway.

9.4 At all times during the term of this Agreement, On Broadway shall keep improvements on the On Broadway Parcels insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the State of Wisconsin, with such insurance to be for the full replacement value of the insured improvements.

9.5 Policies of insurance provided for in this Section 6 shall name Walmart as insureds.

9.6 On Broadway for itself and its property insurer hereby releases Walmart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of Walmart or by any agent, associate or employee of Walmart, this release being to the extent that such damage or loss is covered by the property insurance which On Broadway is obligated hereunder to carry, or, if On Broadway is not carrying that insurance, then to the extent such damage or loss would be covered if On Broadway were carrying that insurance.

10. Rights And Obligations Of Lenders. Any holder of a first lien on any portion of the Parcels, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Release from Liability. Any person acquiring fee or leasehold title to any portion of the Parcels shall be bound by this Agreement only as to the Parcel or portion of the Parcel acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Parcel or portion of such Parcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

12. Breach. In the event of a breach or threatened breach of this Agreement, only all record owners of the Walmart Parcel, as a group, or all record owners of the Corner Parcel, as a group, or all record owners of the South Parcel, as a group, or Walmart so long as it or any affiliate has an interest as owner or lessee of the Walmart Parcel, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both On Broadway and Walmart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) the owners of the Parcels and (b) Walmart as long as it or its affiliate has any interest as either owner or Lessee of the Walmart Parcel, or its successors in interest.

15. Non-Merger. So long as Walmart or its affiliate is owner or lessee of the Walmart Parcel, this Agreement shall not be subject to the doctrine of merger.

16. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

19. Transfer of Interests; Notices.

19.1 Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any Parcel subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of Brown County, Wisconsin, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the

Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Brown County, Wisconsin (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section 19.1, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section 19.1 regarding the recordation of the Notice Statement are satisfied with respect to On Broadway and Walmart.

19.2 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, UPS, or similar overnight delivery service, addressed as follows:

Walmart: Wal-Mart Real Estate Business Trust (Store No. #7075-00)  
702 S.W. 8th Street  
Bentonville, AR 72716  
Attention: President

With a copy to: Wal-Mart Real Estate Business Trust (Store No. #7075-00)  
Attention: Property Management, State of Wisconsin  
2001 S.E. 10th Street  
Bentonville, AR 72716-0550

On Broadway: On Broadway, Inc.  
Attention: Greg Larsen, President  
117 S. Chestnut Avenue  
Green Bay, WI 54303

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Shopping Center said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which the Shopping Center is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county recorder's office in the county in which the Shopping Center is located. Until such time as the notice of change is effective pursuant to the terms of this Section 19 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

20. Consent. The owner of the Walmart Parcel agrees that for so long as a lease of all or a portion of the Walmart Parcel is in effect, whenever the consent of the owner of the Walmart Parcel is required under the Agreement, the owner of the Walmart Parcel will give such consent only after obtaining Walmart's consent. Any consent or approval required of Walmart hereunder

may be given or withheld in the exercise of Walmart's sole and absolute discretion, unless otherwise expressly indicated.

21. Obligations of the Owner of the Walmart Parcel. Walmart hereby agrees that so long as a lease of all or a portion of the Walmart Parcel is in effect, it will satisfy the obligations of the owner of the Walmart Parcel hereunder, and will hold harmless and indemnify the owner of the Walmart Parcel from any and all loss, damage, expense, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of this Agreement, except for those arising out of the acts or omissions of the owner of the Walmart Parcel or its employees, agents, contractors or invitees.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first written above.

(signatures appear on following pages)

*SIGNATURE PAGE TO EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND BY AND BETWEEN WALMART REAL ESTATE  
BUSINESS TRUST AND ON BROADWAY, INC.*

**WAL-MART REAL ESTATE BUSINESS TRUST,**  
a Delaware statutory trust

By: \_\_\_\_\_

By: \_\_\_\_\_

John Clarke  
Vice President - Real Estate

"Walmart"

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Vice President - Real Estate of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the corporation.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public.

(signatures continue on following page)

*SIGNATURE PAGE TO EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND BY AND BETWEEN WALMART REAL ESTATE  
BUSINESS TRUST AND ON BROADWAY, INC.*

**ON BROADWAY, INC.**, a Wisconsin corporation

By: \_\_\_\_\_

Name: Gregory Larsen \_\_\_\_\_

Its: President \_\_\_\_\_

"On Broadway"

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, on behalf of the \_\_\_\_\_.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**

(Site plan showing Walmart Parcel, Corner Parcel and South Parcel)

**EXHIBIT A-2**

Access and Parking Easement Area and Corner Parcel Sign Easement Area

**EXHIBIT A-3**

Legal Description of Access and Parking Easement  
Area and Corner Parcel Sign Easement Area

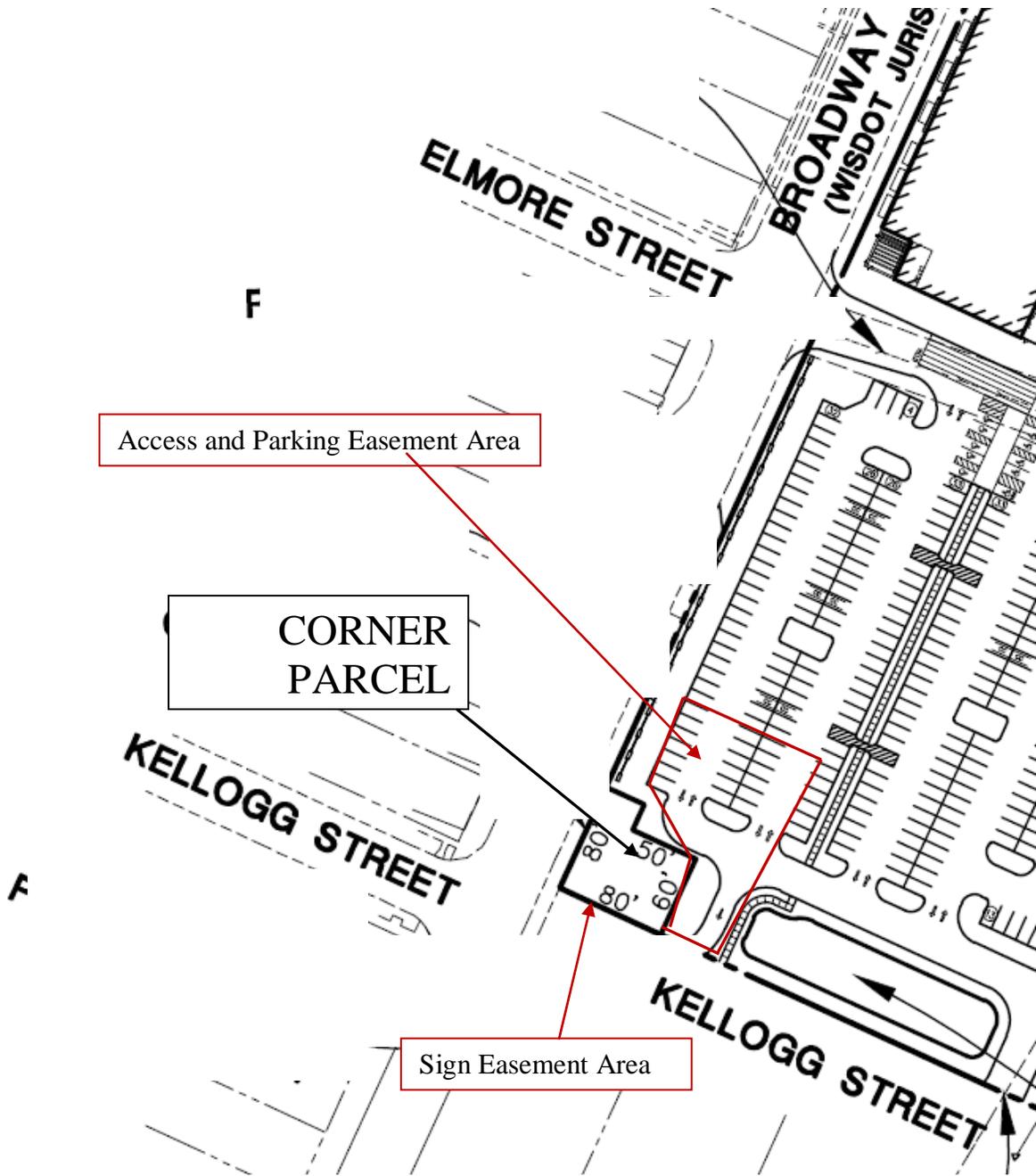
**EXHIBIT B**

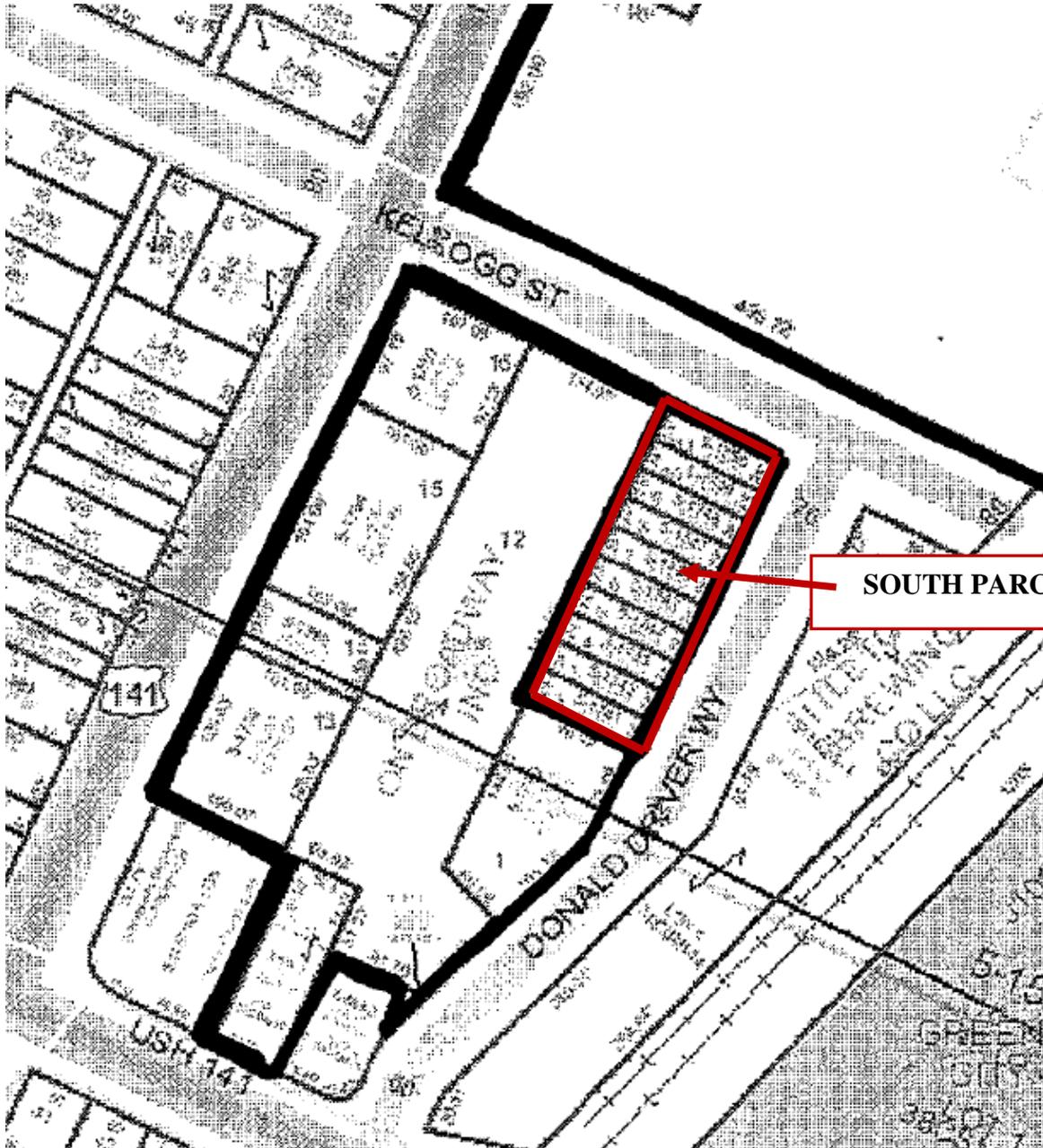
(Walmart Parcel legal description)

## **EXHIBIT C**

(On Broadway Parcels legal description)







## Nicolas Sparacio

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**From:** Glenn Spevacek <gspevacek1@new.rr.com>  
**Sent:** Monday, May 12, 2014 11:19 AM  
**To:** Jim Schmitt  
**Cc:** Nicolas Sparacio; Andy Rosendahl; Jeff Mirkes  
**Subject:** Sent to alderpersons

Dear Alderperson,

Back in 1976 when we moved from Madison to Green Bay my wife actually cried. The "street life", the foot traffic, the sidewalk cafes and all the other stimulation of a vibrant downtown was nowhere to be found. Hope flickered for a moment with the opening of Port Plaza Mall. It wasn't long before America's preference for suburban mega malls and their cars and "free parking" spelled the slow death of Port Plaza. Downtowns were old, dark and increasing dangerous. Americans were becoming known as "the throw away society" and they had no trouble tossing aside a mall that wasn't as big, bright and shiny as the new Fox River Mall down the road. The rest is history. We were stuck with a big, empty box on some very import real estate.

Times are changing; the economy is resetting in ways that are altering the way people live and work. Many voices are telling us that the demographics of this country are fundamentally and permanently changing. We're moving "off the farm" and out of the rural areas to urban areas. And, in those urban areas, the young are shunning the suburbs for higher density urban areas with proximity to work and play, areas that are walk able, bike-able, and livable. Owning a car and a home, long the American dream, is loosing it's luster for a new generation. Concerned for the future of the planet, ever greater numbers are becoming focused on their carbon footprint. Add to this the impact of the digital economy. Malls and big box stores are beginning show signs of stress with more and more business being conducted on line.

Given these trends, I believe it's extremely dangerous to go down a path we've been on before - tying up a huge chunk of downtown real estate with a big box retail outlet. In an era when "too big to fail" has etched itself in the American lexicon, do we really want to commit 15 acres of our downtown to one entity for the sake of short term financial gain? Will any big box retailer guarantee they'll be there 10 years from now? Do we once again want to impose a suburban business model in significant downtown location? Do we say to this new generation of young, creative and energetic people, who crave the truly urban experience, "go look elsewhere, Green Bay only has suburban style living to offer you."

Back to our move of nearly 40 years ago. After our children left the nest, my wife and I decided to return to our roots - to once again live in an urban setting. Based on the promises of an energetic new mayor, we sold our house in the burbs and moved downtown. We were encouraged by the vision we saw in the mayor and his staff. It's 8 years later and we have not been disappointed but we still have a way to go. Now is not the time to repeat the mistakes of 4 decades ago. Our youth, the leaders and businesspeople of tomorrow, want living and working options markedly different from the practices that led to the urban sprawl of the past half century. If we support the visionary leadership of our mayor, the city will retain its youth *and* it's bright future. At a recent Neighborhoods USA conference, the keynote speaker posed the question, "what makes your city lovable?" he felt strongly that in the competitive environment of the 21st century cities need to cultivate the type of environment that talented young millennials desire. My question is this: will a Big box discount retailer in the middle of our downtown create the kind of "lovable" environment that will make us competitive with Portland, Atlanta or Grand Rapids for the creative talent of tomorrow?

Respectfully submitted,

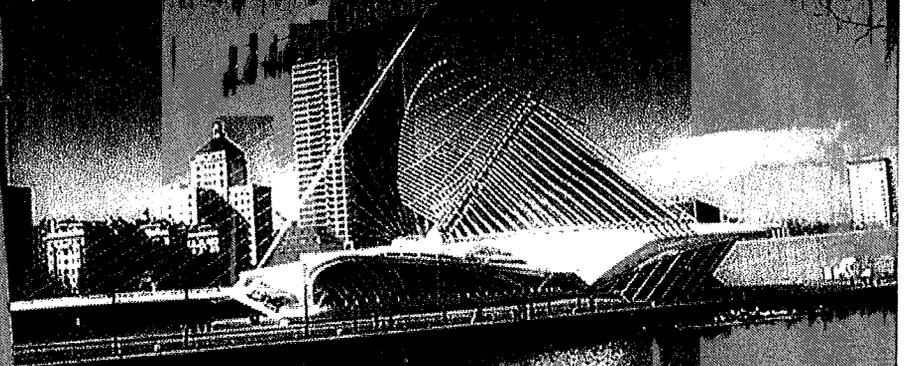
Picture postcards  
from Wisconsin's  
three largest  
cities . . .

*Greetings from*  
**Beautiful DOWNTOWN**



*Madison Wisconsin*

*Greetings from*



*Milwaukee Wisconsin*

*Greetings from*  
**Beautiful DOWNTOWN**

**Walmart** \*

**We can do  
Better!**

## Nicolas Sparacio

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**From:** Laural Wauters <lwauters@new.rr.com>  
**Sent:** Saturday, May 17, 2014 6:23 PM  
**To:** Nicolas Sparacio  
**Subject:** Larsen Green  
**Attachments:** History of N Broadway .ppt

Good evening Nic,

I would like to share a few bits of information with you as you prepare for upcoming meetings regarding Walmart's proposal on Larsen Green.

1. Here is the power point I have created regarding the history of this land. As you know I have tried to present this case but have never had the time. I would greatly appreciate it if you would take a few minutes and see for yourself how this land has impacted our city, our state and our nation. You can't buy or create this type of history, it is rich and real! The story of this land should be used to leverage interested developers.

2. Associated Press May 15th, 2014 (Daily Finance Report)

"Big challenges face Walmart's new CEO, Doug McMillon, who took over the top role on Feb. 1st. 2014. After 5 consecutive declines in quarterly sales, Walmart says that it will speed up growth plans for its smaller Neighborhood Markets and Walmart Express stores that cater to shoppers looking for more convenience with fresh produce and meat and household and beauty products."

[http://www.dailyfinance.com/2014/05/15/walmart-earnings/?ncid=edlinkusport00000014&a\\_dgi=aolshare\\_facebook](http://www.dailyfinance.com/2014/05/15/walmart-earnings/?ncid=edlinkusport00000014&a_dgi=aolshare_facebook)

Neighborhood markets focus on groceries, health & beauty plus they offer a pharmacy along with basic general merchandise found in most grocery chains. Walmart has also been utilizing existing buildings to build its neighborhood markets as a way to fit within downtown architecture. This concept fits perfectly within our current mixed-use downtown zoning and provides the area with the services needed. It is the way Walmart is going, this is a downtown location, and we have existing structures they could work with.

Here is an article that just came out this year regarding how Walmart is compromising to accommodate downtown locations.

<http://plannersweb.com/2014/02/walmart-stores-go-small-urban/>

This 15 acre parcel is worth far more money than the three million dollar loan the city will absorb! It will prove to be a wise investment.

Thank you,

Sincerely,

Laural Virtues Wauters

## Nicolas Sparacio

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**From:** kimberlee jankowski <kjanart@gmail.com>  
**Sent:** Monday, June 02, 2014 8:08 PM  
**To:** Nicolas Sparacio  
**Subject:** Walmart

Hello,

I am writing to urge you to reject Wal Mart's latest request for zoning changes to the Larsen Green site on Broadway.

I have lived in the Fort Howard Neighborhood for the last 20 years and I am a member on the board of the Fort Howard Neighborhood Association. I am strongly opposed to the 154,000 sq ft supercenter with a 600 car parking lot that does not fit the current zoning of downtown mixed use. Walmart has continouslyly ignored reasonable requests to downsize or find another location more suited to this size store. I think it is time to reject any further proposals and let Wal Mart know that we intend to find a better use for this land. A plan that protects the history and small businesses of this neighborhood and serves its people is what makes for a great downtown. Please Stand with the Plan!

Thank you for your time and attention,

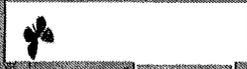
Sincerely,  
Kim Jankowski  
212 N Oakland Ave  
Green Bay, Wi 54303

Have a great weekend!  
Have a great weekend!



PLEASE allow Walmart to come to Broadway. We really need it despite what the Mayor says. The people of the Broadway district can not afford or do not need more expensive specialty shops. We need something we can actually use!

Robert Prestidge  
238 Mather St



FREE Animations for your email [Click Here!](#)

## Nicolas Sparacio

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**From:** Heidi <heidih@alumni.nmu.edu>  
**Sent:** Wednesday, June 04, 2014 6:46 PM  
**To:** billo@greenbaywi.gov; Paul Neumeyer; Nicolas Sparacio; Dan Lindstrom  
**Subject:** proposed walmart

I live just blocks from the proposed Walmart site and want to voice my and my neighbors' passionate enthusiasm for this store to be built. We live in the downtown area but have very few stores that cater to residents' everyday needs. Save a Lot is ok for staples, but a nicer grocery store with better produce and meat -- such as would be included with the walmart--would be wonderful. Also, I have 4 kids and can't tell you how many times I've had to make last-minute runs to the other walmarts for school supplies, snacks, diapers, prescriptions etc. To have a store NEAR us would be SUCH a savings in gas, time and hassle! Of all of my immediate neighbors--6 households that I've informally polled--not a one is against the store--and not a one currently shops at any Broadway store right now, as we all see them (maybe erroneously) as being too hoity-toity or specialized for our blue-collar needs. If anything, having a Walmart there would encourage us to look around at the other surrounding businesses. No matter, we all feel it would be wonderful to have a store that covers our everyday needs so close by! I would imagine it would bring great opportunities for the neighboring homeless shelter too--what a great back-on-your-feet job Walmart would be!

I hope to attend the meeting on Monday. Many of the people I talked to love the idea of the store but feel that the Mayor is going to say no because he wants more high-end apartments or fancy stores so they don't even want to get their hopes up. I would like to think the Mayor would be more open-minded and considerate of the immediately-affected neighborhood, but from what I've read and heard, that doesn't seem likely, so I appeal to YOU as a group to consider us, the general population!

Sincerely,

Heidi Wagnitz  
865 Elmore St  
884-9258

## Nicolas Sparacio

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**From:** Tony Theisen <theisentony@yahoo.com>  
**Sent:** Wednesday, June 04, 2014 10:34 PM  
**To:** Nicolas Sparacio; Tony Theisen  
**Subject:** N Broadway Walmart proposal

We believe the proposed N Broadway Walmart should be approved.

We live at 931 S Baird St and are a little closer to the N Broadway location than the far east Main St store. I have heard that some are concerned with increased traffic on Broadway. We looked at the Walmart plans at the Museum. We are glad a driveway would be on Mather east of Broadway. From our house on S Baird we would take Mason west to the Ashland exit. We would take Ashland north to Mather. We would take Mather east, crossing Broadway and enter the Walmart driveway off of Mather. On some of our shopping trips to a N Broadway Walmart, we would leave our car parked in the Walmart lot in the south row just north of Kellog St and go to one of our favorite Broadway businesses. These include Titledown, Kavarna, Beerentsen's, Urban Frog, etc. We have been traveling a lot over the last 2 years and have found we could always shop at a Walmart and then remain parked their while we walked to a nearby restaurant or store.

We believe the immediate neighborhood to the west, northwest and southwest of this proposed Walmart would benefit greatly. We believe the majority of the families living closer to a N Broadway Walmart than the far west Walmart, are below median income. You could verify this by looking at the data used by West High School and Ft Howard Elementary for their lunch programs. There are more Walmart shoppers from the demographic below median income than above median income. These families would benefit from Walmart's lower prices because they would use those savings for other necessities. Many immediate neighbors could walk or bike to this Walmart.

There is a need for lower priced retail and groceries for the many lower income families living in our near downtown neighborhoods. Many cities have criticized supermarkets for abandoning their downtown neighborhoods. Let's have some compassion for the many Green Bay families that would benefit greatly from a N Broadway Walmart.

Thank You,

Tony and Linda Theisen  
931 S. Baird St.  
Green Bay WI

920.433.9331

Sent from my iPad

## Nicolas Sparacio

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**From:** Paul Neumeyer  
**Sent:** Thursday, June 05, 2014 7:49 AM  
**To:** Kim Flom; Bill Lockery; Nicolas Sparacio; Dan Lindstrom  
**Subject:** FW: Attn Green Bay Planning Committee - Please save small business in downtown Green Bay

Not sure who got this...

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**From:** Neal Lueders [<mailto:gblueders@yahoo.com>]  
**Sent:** Wednesday, June 04, 2014 6:27 PM  
**To:** Paul Neumeyer  
**Subject:** Attn Green Bay Planning Committee - Please save small business in downtown Green Bay

Mr. Neumeyer,

I understand that you can distribute this letter, I originally sent to our city council members, to the downtown planning committee whom will be deciding whether we allow Walmart to build in a big box store in our downtown. I would greatly appreciate you doing so.

Thank you in advance.

Neal Lueders

**From:** Neal and Terri Lueders <[gblueders@yahoo.com](mailto:gblueders@yahoo.com)>  
**Date:** June 3, 2014 at 7:17:40 PM CDT  
**Subject:** Please save small business in downtown Green Bay  
**Reply-To:** Neal and Terri Lueders <[gblueders@yahoo.com](mailto:gblueders@yahoo.com)>

I feel compelled to write the entire Green Bay City Council to express my concerns over allowing Walmart to build a big box store, or for that matter, any store, in downtown Green Bay. I am in favor of declaring downtown Green Bay a small business sanctuary. We should declare downtown Green Bay (or even Greater Green Bay) small business a protected species. We should carve out one of the last thriving small business zones in Green Bay as a protected area for small businesses. We should make the decision to not allow an invasive species to gain a foothold in that undisturbed and thriving areas of this outstanding and historic city. There is a tipping point to anything in nature, and Walmart's desire to move into the Green Bay downtown area could easily push us past that tipping point and turn Green Bay into "Pottersville".

My reasoning, beyond the above, for requesting we resist Walmart in downtown:

1. Walmart already has a lion's share of Green Bay retail business and seems to have no limit to their appetite. They will take what they can take and leave nothing for others without any concerns.
2. Despite my early reservations on motive, the Broadway district has been turned into a fantastic example of how to revive a downtown area. It's a gem. Why allow it to be overtaken by the retail equivalent of the Asian Carp?
3. Walmart chokes out variety, intentionally, by favoring a limited few vendors. They do this to secure low prices. Compare their offerings in grocery to Festival, Woodmans, Copps. It's night and day. And Walmart would prefer those competitors didn't survive. Eventually they will win that war and we'll all

suffer, losing the retailers that cater to unique tastes or simply prefer a more intimate or invigorating shopping experience.

4. Walmart will likely increase the total volume of retail business in downtown Green Bay, but they will take more from the small businesses than they give - as a percent and as a total. That is the reality. They will put businesses out of business. Look at the limited small businesses that "grow" up around the current Walmart stores in Green Bay. It's not exactly a hot bed for small businesses. Folks that shop at Walmart go there as a destination and then go home. They don't go there, walk around the neighborhood and grab a bite at the local café.

5. Traffic. I live by the West Side Walmart and traffic is terrible. Downtown isn't set up like West Mason - and West Mason really isn't set up to handle the Walmart traffic. Heavy automobile traffic is never a draw to a downtown area. it's a deterrent. Throw in a few draw bridges and forget it.

6. Small businesses are a pure joy to browse and shop. Walmart is a nightmare. I don't even go into Walmart after dark. Honestly, I can't believe it will improve the crime levels in downtown. It may not degrade the crime levels, but there is no way you can convince me it will improve things.

I'll stop here because I've said my word. Please, please stop. Take a breath. Think about what is and what can be if Broadway (and Washington) continue to grow, improve and thrive without a big box. Think about making downtown a sanctuary for small business. Protect small business because God knows if you don't Walmart isn't going to.

Thanks for listening.

## Nicolas Sparacio

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**From:** Laural Wauters <lwauters@new.rr.com>  
**Sent:** Thursday, June 05, 2014 4:41 PM  
**To:** District One; District Two; District Three; District Four; District Five; District Six; District Seven; District Eight; District Nine; District Ten; District Eleven; District Twelve  
**Cc:** Wauters Laural  
**Subject:** Walmart faces big hurdles - June 5, 2014

Hi everyone,

This is a news story that came out today from msn Money. It is really important to note that several sources including the top brass at Walmart are all saying the same thing for the past two months....Supercenters are not working!! They plan to focus on Neighborhood Markets.....the entire story is attached.

JUNE 5, 2014

### CHANGING SHOPPING HABITS

Wal-Mart built tons of supercenters in the 1990s, but Americans increasingly are looking at physical stores as pick up locations after they've already searched online for goods. Or they're viewing them as places to make quick trips for bread and milk.

Wal-Mart is opening more Neighborhood Markets and Wal-Mart Express stores, smaller outlets that cater to shoppers looking for more convenience with fresh produce, meat and household and beauty products. **It now plans to open 270 to 300 small stores during the current fiscal year — double its initial forecast.**

Meanwhile, Wal-Mart is shoring up its online business. It is testing online grocery delivery. And Wal-Mart more than doubled the number of items it sells online to more than 5 million last year. That helped global online sales increase 30 percent to \$10 billion-plus for the latest fiscal year. The company now sells more than 7 million items online.

Here is the link to the full article: <http://money.msn.com/business-news/article.aspx?feed=AP&date=20140605&id=17677871>

It would seem very unwise to demolish two, three-story warehouse buildings, to build a large, one-story Walmart Supercenter that is already obsolete! They should clearly be building a Neighborhood Market. That is what our downtown plan calls for and that is what our community is asking for. This whole issue is tearing us apart and the writing is already on the wall at Walmart.....

**Note:** Their stock has been going up since they began announcing this change in direction to smaller formats! They are also planning to close at least 100 Supercenters and currently have 100 vacant Walmarts they are trying to sell or lease.

[http://www.walmartrealty.com/Listings/#PropType\[\]=Building&ListingType\[\]=Lease](http://www.walmartrealty.com/Listings/#PropType[]=Building&ListingType[]=Lease)

Thank you for your time...Laural

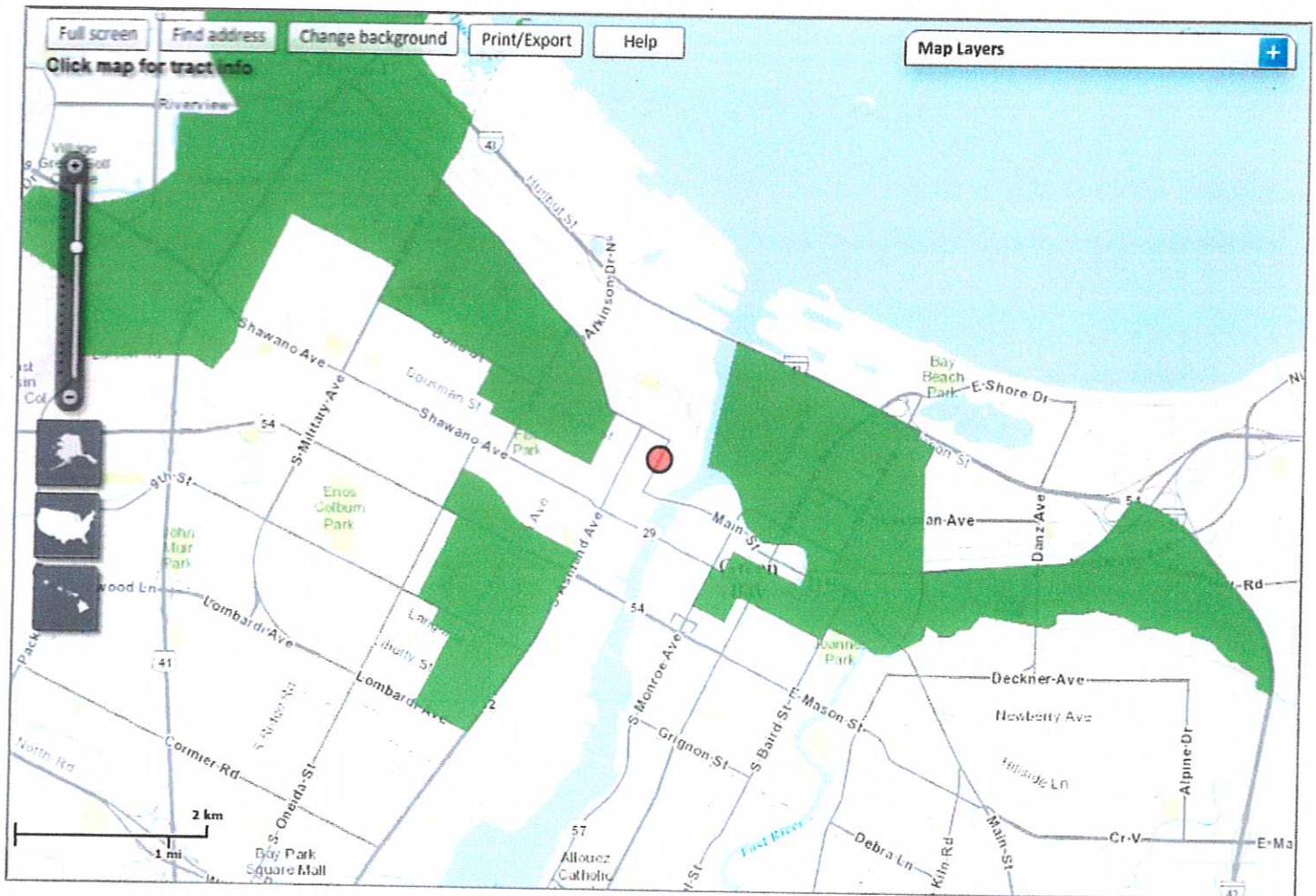
I believe it was just last month that a unanimous decision was made to deny Walmart's petition to build a 154,000 square foot store in Green Bay's historic Broadway District. So, those City officials unhappy with that decision, just decided to wait until after elections to put it to a vote again, knowing that they would have enough votes to turn the decision around, in their favor. I can promise you that Walmart was in collusion with this plan of action all along. They would just repetition the City Council giving them the opportunity to put it to a vote again. How this can be allowed, I don't understand. But, I guess it can; just bad politics. Walmart's reputation for pushing their agenda on communities is no secret. They have no compunction when it comes to dividing communities, destroying businesses & sacrificing the integrity of neighborhoods. In fact, approximately 5,000 lawsuits are filed against Walmart each year for various violations. Some of those violations Walmart is guilty of:

- Putting small businesses out of business.
- Purchasing lower priced goods from abroad, putting American workers out of work. This does not benefit the "Made in America" concept nor the entrepreneurial spirit in America. A Walmart Store opening destroys over 3 jobs for every 2 it creates.
- Creating & expanding poverty through their low wages. The majority of their employees with children live below the poverty line.
- Walmart does not provide health insurance to over half of their employees. Who picks up that tab? We, the taxpayer, while their CEO, H. Lee Scott made 5.37million in salary alone; 50,000 times his Chinese workers get paid.

Members of the City Council, who, as I understand, represent the citizens, all of the citizens, of our city, say the right thing to do, is to put it to a vote again. I guess the first vote was just a trial balloon. Well, we would be happy to put it to a vote again: This time, a vote by the citizens of Green Bay. What is the holdup on a referendum? What are those City Council members afraid of? The President of the City Council, Tom DeWane says he just wants to do the right thing. Well, here's your chance Mr. DeWane. The decision to allow Walmart to build their store in the Historic Broadway District will have a very long term economic consequences for this City. Their proposed store would be valued @ \$634,000 per acre; less than half of what the City could expect from a mixed development, about \$1.4000,000.

Our beautiful Broadway District will fall to empty buildings, unsightly, unkempt properties. The 3<sup>rd</sup> largest Farmer's Market in the State of Wisconsin will fall the way of the dinosaur due to lack of patrons & blight due to the deteriorating conditions of what once was the City's Pride & joy.

Janese Bice-Allen  
1179 Emilie St  
Green Bay, WI  
920-615-1828



Last updated: Tuesday, March 25, 2014

For more information contact: [Vince Breneman](#) and [David Nulph](#)

This neighborhood does not have a relatively high number of households without vehicles more than a half mile from a super market.

To our Aldermen,

Why doesn't Walmart go to where the USDA shows there is "really" a food desert, over near Velp and Atkinson, where they would not cause a traffic headache for the City? Why do their lobbyists keep telling us something that is not true? Broadway is not a food desert, and has been designated "Downtown", no place for a big box store.

B Local

## Report to the Green Bay Plan Commission

**Date:** June 9, 2014

**Request:** (AC 14-01) Discussion and action on the request to close to vehicular traffic the most southerly twelve-feet of the public alley located between S Monroe Avenue and Quincy Street southerly of E Walnut Street, submitted by the Department of Public Works, representing the Green Bay Area Public School District. (Ald. R. Scannell, District 7)

**Reason for Request:** Allow the Green Bay Area Public School District (GBAPSD) to relocate utility facilities in the alley without a formal vacation.

**Existing Land Use:** Alley

**Existing Zoning:** Adjacent to Office Residential (OR) and Neighborhood Commercial (NC) districts.

**Report:** The GBAPSD is in the process of making improvements to their recently acquired school building, located at 139 S Monroe Avenue. The necessary site improvements require the relocation of utility facilities to the north side of the building where limited space remains. The school district is currently discussing the feasibility of purchasing an adjacent parcel to help assist in their site improvement needs, but that process would not be completed in time to relocate the utility box prior to the start of the 2014-2015 school year. The Planning Department and Department of Public Works staff recommended a twelve-foot partial alley closure with a Hold-Harmless Agreement as a temporary alternative (see attached map).

**Correspondence:** The following agencies regarding this request: Public Works Department, Green Bay Traffic Department, Green Bay Parks, Recreation, & Forestry Department, Green Bay Water Utility, Green Bay School District, Green Bay Fire Department, Green Bay Police Department, Wisconsin Public Service, AT&T, and Time Warner Cable. Agencies were informed that failure to respond or indicate locations of utilities/facilities will be assumed that none are present.

Responses are as follows:

- Public Works Department ..... No objection, provided that any use of the area closed to traffic is addressed in Hold-Harmless Agreement recommended by the Improvement & Services Committee and adopted by the Common Council.
- Green Bay Traffic..... No objection
- Parks, Recreation, & Forestry Department..... No objection
- Green Bay Water Utility ..... No response
- Green Bay School District ..... No objection
- Green Bay Fire Department ..... No response
- Green Bay Police Department ..... No response
- Wisconsin Public Service ..... No response
- AT&T ..... No objection
- Time Warner Cable..... No response

**Notifications:**

Alderman Scannell and adjacent property owners were notified of the request. Staff did not receive any communications in support or opposition to the request.

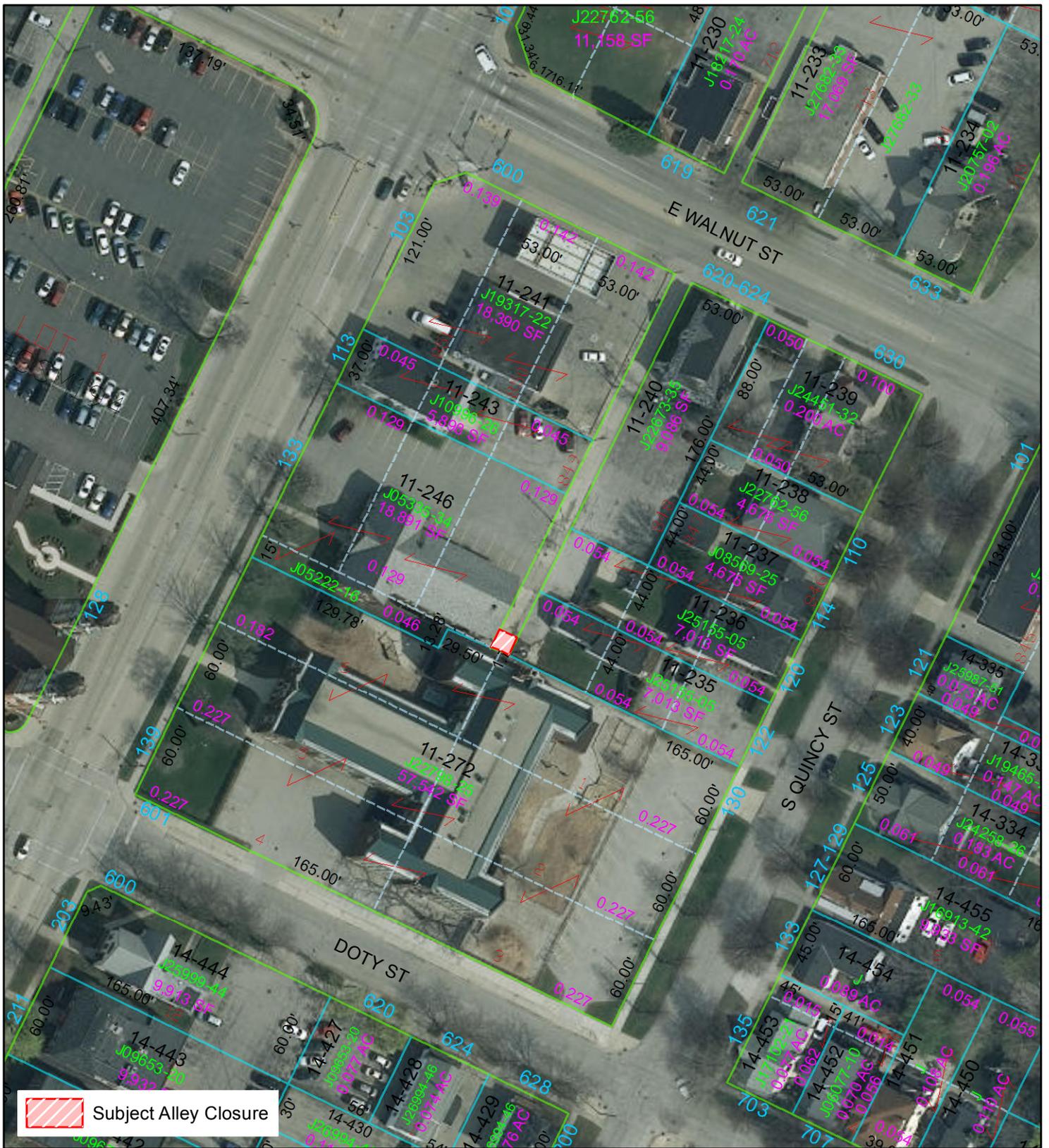
### Timeline

Staff Consultation: May 2014

Notification Sent: May 20, 2014

**Recommendation:** Based on the information made available prior to the drafting of this report, staff recommends approval of the request subject to the following:

- a. The proposed “closing” shall not constitute a discontinuance or vacation of the alley.
- b. Any use of the area closed to traffic is addressed in Hold-Harmless Agreement recommended by the Improvement & Services Committee and adopted by the Common Council.



## Notification Area

**Alley Closure Request (AC 14-01)**  
**Request to close to vehicular traffic the most southerly 12 feet of the public alley located between S Monroe Ave and Quincy street southerly of E Walnut Street**

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Planning Department. D.J.L. May 2014

0 15 30 60 90 120 Feet

