



AGENDA OF THE PROTECTION AND POLICY COMMITTEE

MONDAY, JULY 28, 2025, 4:00 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/83659327036>

Or call in by phone: +1 312 626 6799

Meeting ID: 836 5932 7036

Passcode: 383540

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

- I. Members: William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison

C. Approval of the Agenda.

- I. Approval of the agenda for the Monday, July 28, 2025, meeting of the Protection and Policy Committee.

D. Approval of Minutes.

- I. Approval of the minutes from the July 7, 2025 meeting.

E. Regular Business.

- I. Consideration with possible action on the listed alcohol beverage renewal license applications to obtain a "Class B" liquor and Class "B" beer, pending the approval of the proper authorities.

1. Jills Bar at 613 Bodart St
 2. The Razz at 400 Schoen St
 3. Plume Wine Bar at 204 Pine St
 4. Ist and Goal at 2148 University Ave
 5. Washington Ballroom at 351 S Washington St
2. Consideration with possible action on an alcohol renewal beverage license for a "Class A" liquor and Class "A" beer application for:
 1. Gerczak's Liquor & Catering at 1244 Velp Ave
 3. Consideration with possible action on a change of agent for SBG Apple North IV, LLC (Applebee's) at 2420 E Mason St to John Hofmann.
 4. Consideration with possible action to approve a limited expansion of licensed premises for Overtime Grill & Pub at 1425 S Broadway described as "enclosed parking lot with fence to have no access of vehicles in parking lot" for the following dates: Aug 9-10, Aug 22, 23, 24, Aug 29, 30, 31, Sept 19, 20, 21, Oct 10, 11, 12, Oct 17, 18, 19, Oct 24, 25, 26
 5. For consideration and possible action on an agreement with City Wise Software LLC to provide a searchable database of available rental housing in Green Bay, at no cost to the City.
 6. Consideration with possible action on appeal of excess animal permit denial at 917 Velp Avenue.
 7. Consideration with possible action on a 2025-2026 Massage Establishment license for Tulip Spa at 989 W Mason.
 8. Consideration with possible action on a communication from Ald. Delie (Dist. 10) for the Community Economic Development to amend the policy that allows inspections related requests for service to be made anonymously, to require the person submitting the request for service to include their name and address.

F. Informational.

1. Green Bay Police Department Violation Report for liquor and massage establishments.
2. Next Meeting: August 11, 2025

G. Adjournment.

1. Adjournment of the Monday, July 28, 2025, meeting of the Protection and Policy Committee.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Protection and Policy committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.

- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.
- 5) FOR ALL LICENSING ISSUES, the Committee may convene in closed session pursuant to §19.85 (1)(b) and/or §19.85 (1)(f) Wis. Stats., for the purpose of considering information with respect to licensing for a person, including financial, social, or personal information. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the July 7, 2025 meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Minutes 7_7



MINUTES OF THE PROTECTION AND POLICY COMMITTEE

MONDAY, JULY 7, 2025, 4:00 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

A. ZOOM MEETING INFORMATION.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/83659327036>

Or call in by phone: +1 312 626 6799

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Passcode: 383540

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B. ROLL CALL.

- I. Members: William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison

C. APPROVAL OF THE AGENDA.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve, move F2 before E1.
Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

- I. Approval of the agenda for the Monday, July 7, 2025, meeting of the Protection and Policy Committee.

D. APPROVAL OF MINUTES.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

- I. Approval of the minutes from the June 16, 2025 meeting.

E. REGULAR BUSINESS.

- I. Consideration with possible action on an appeal by Melissa Fischer regarding the denial of her operator's license.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to open the floor.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

Melissa Fischer, 512 N 10th St, DP

Moved by Ald. Jim Hutchison, seconded by Ald. Alyssa Proffitt to close the floor.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

2. Consideration with possible action to approve a limited expansion of licensed premises for Overtime Grill & Pub at 1423 S Broadway St, described as "fence in parking lot to extend area for open beverages and keep people safe in our enclosed area" for the following dates: July 18, 19, 20, July 24, 25, 26, August 7, 8, 9, August 21, 22, 23 and September 13, 14, 15.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to suspend the rules and take up items 2 to 10 with one roll call vote.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

3. Consideration with possible action on the listed alcohol beverage renewal license applications to obtain a "Class B" liquor and Class "B" beer, pending the approval of the proper authorities:
 1. A&B's Pub at 324 N Roosevelt St
 2. Hampton Inn Green Bay Downtown at 201 Main St
4. Consideration with possible action on the listed alcohol beverage renewal license to obtain a "Class A" liquor and Class "A" beer, pending approval of the proper authorities:
 1. Dino Stop #7846 at 1828 S Ashland Ave
5. Consideration with possible action on a 24-25 original application for a "Class B" liquor and Class "B" license for Jill's Bar at 613 Bodart St with a licensed premises of "main bar, office, back tiki bar".
6. Consideration with possible action on a 24-25 original application for "Class B" liquor and Class "B" beer license for Zeelife0908 LLC (The Razz) at 400 Schoen St with a license premises of "main bar, downstairs storage, cooler, office patio".
7. Consideration with possible action on a 24-25 original application for "Class B" liquor and Class "B" beer license for Plume Wine Bar at 304 Pine St with a license premises of "self-serve wine bar, kitchen, dining area, sidewalk cafe".
8. Consideration with possible action on a 24-25 original application for "Class A" liquor and Class "A" beer license for Mason Beverages LLC (Gerczak's Liquor & Catering) at 1244 Velp Av with a license premises of "in cooler, office, storeroom, on the shelves, behind the counter, inside the building".
9. Consideration with possible action on a 24-25 original application for a "Class B" liquor and a Class "B" beer license for Chanhmay Bounket (1st & Goal) at 2148 University Ave with

a license premises of "alcohol will be stored in walking cooler & coolers behind bar. Dining room, bar, patio".

10. Consideration with possible action on a 24-25 original application for "Class B" liquor and Class "B" beer license for Sainaam LLC (Washington Ballroom) at 351 S Washington St with a premise description of "bar, restaurant and ballroom, kitchen and storage area".

11. Consideration with possible action to approve G.O. 17-25, an ordinance Amending Section 6-3(e) Relating to License to Keep Hens.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

12. Consideration with possible action to approve G.O. 13-25 Relating to Emergency Proclamation.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

13. Consideration with possible action to approve G.O. 14-25 Relating to Emergency Management.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.

14. For consideration and possible action on a resolution regarding conversion therapy.

Moved by Ald. Jim Hutchison, seconded by Ald. Craig Stevens to amend to strike LGBTQ+ from first whereas.

Motion Failed.

Yes-Alyssa Proffitt, Jim Hutchison, No-William Morgan, Craig Stevens, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to amend 5th paragraph to reference more specific studies.

Motion Passed.

Yes-Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-William Morgan, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to amend first "now therefore" add adopt legislation in SB 324.

Motion Passed.

Yes-Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-William Morgan, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to amend to replace vulnerable with reference to individuals not able to provide legal consent.

Motion Passed.

Yes-Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-William Morgan, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to add committee on government operations and labor.

Motion Passed.

Yes-Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-William Morgan, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to approve as amended.

Motion Passed.

Yes-Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-William Morgan, Abstain-None.

F. INFORMATIONAL.

1. The release of 2 "Class B" liquor and Class "B" beer licenses at the start of the business day on July 16, 2025 to the pool of available liquor licenses due to no renewal application filed for the 2025-2026 license year (Sarai Nicole Buie at 114 S Broadway and Cole J Ductan at 126 S Broadway).
2. Green Bay Police Department Violation Report for liquor and massage establishments.
3. Next Meeting: July 28, 2025.

G. ADJOURNMENT.

1. Adjournment of the Monday, July 7, 2025, meeting of the Protection and Policy Committee.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to adjourn.

Motion Passed.

Yes-William Morgan, Craig Stevens, Alyssa Proffitt, Jim Hutchison, No-None, Abstain-None.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on the listed alcohol beverage renewal license applications to obtain a "Class B" liquor and Class "B" beer, pending the approval of the proper authorities.

1. Jills Bar at 613 Bodart St
2. The Razz at 400 Schoen St
3. Plume Wine Bar at 204 Pine St
4. 1st and Goal at 2148 University Ave
5. Washington Ballroom at 351 S Washington St

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on an alcohol renewal beverage license for a "Class A" liquor and Class "A" beer application for:

I. Gerczak's Liquor & Catering at 1244 Velp Ave

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on a change of agent for SBG Apple North IV, LLC (Applebee's) at 2420 E Mason St to John Hofmann.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action to approve a limited expansion of licensed premises for Overtime Grill & Pub at 1425 S Broadway described as "enclosed parking lot with fence to have no access of vehicles in parking lot" for the following dates: Aug 9-10, Aug 22, 23, 24, Aug 29, 30, 31, Sept 19, 20, 21, Oct 10, 11, 12, Oct 17, 18, 19, Oct 24, 25, 26

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1425 S BROADWAY LELP



Clerk & Treasurer's Office
100 North Jefferson Street • Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

Temporary Expansion of Liquor License
City of Green Bay Clerk's Office

*All requests are heard before the Protection & Policy Committee
and Common Council meeting, subject to complaint.*

Licensed Premises Information

Liquor License Applicant: Basil 1 LLC

Business dba Name: Questline Grill + Pub

Licensed Address: 1423 S. Broadway ^{Green Bay} WI 54304

Liquor/Beer Agent Name: Terr Cherney

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Basil 1 LLC

Business Mailing Address: 1425 S. Broadway Green Bay WI 54304

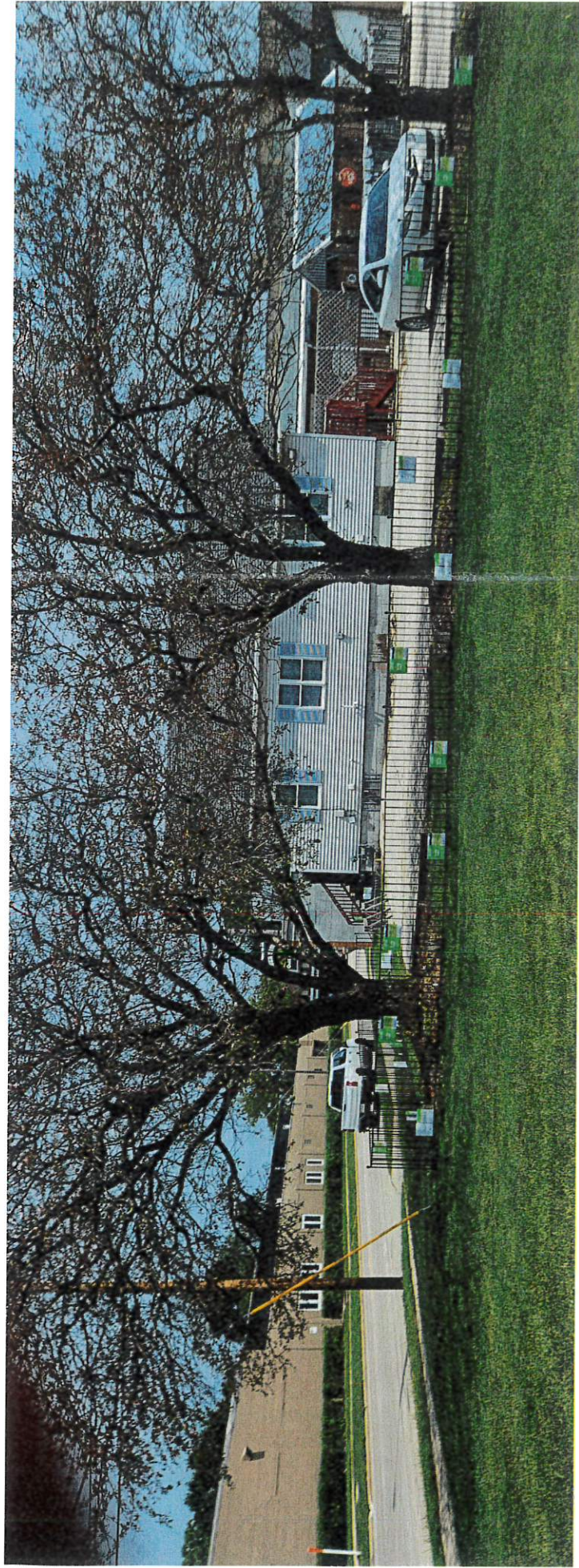
Business Contact Name/Position: Terr Cherney

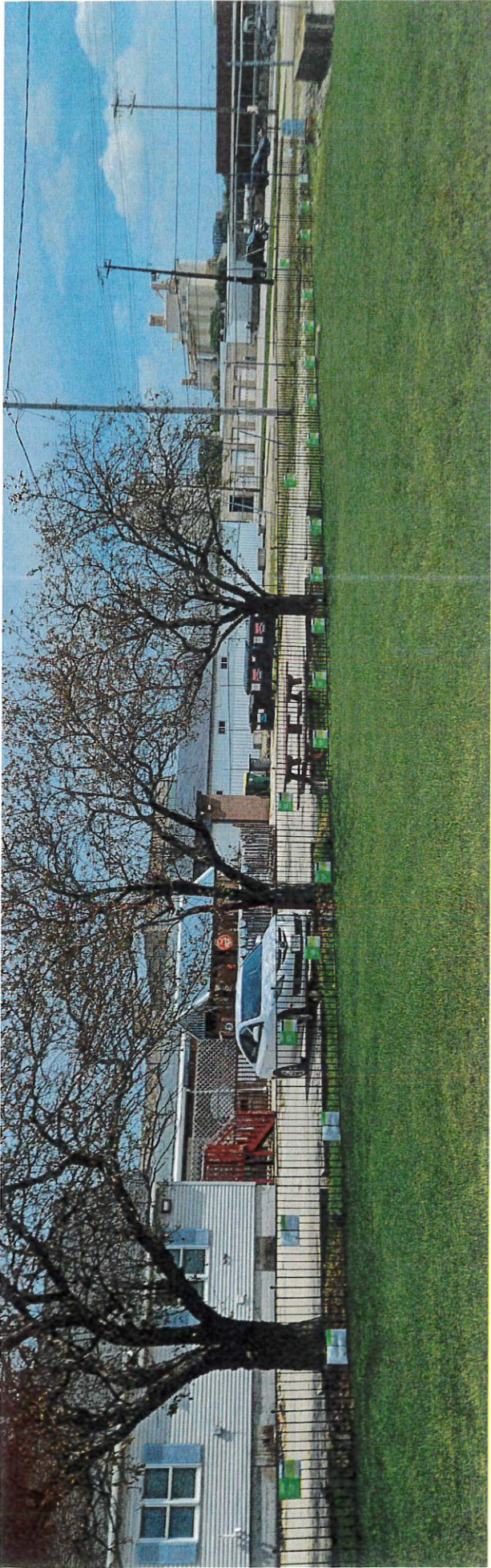
Business Phone: 920-676-0615 Business Email: tcherney44@gmail.com

Date(s) of Events: 8/19/25-8/19/25 8/22/25-8/24/25 8/29/25-8/31/25 9/19/25-9/21/25

Have you had this event previous years? Yes ☐ No ☒

If so, please provide the dates: _____









Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.5

For consideration and possible action on an agreement with City Wise Software LLC to provide a searchable database of available rental housing in Green Bay, at no cost to the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay WI - City Wise Agreement COGB 7.15.2025

CITY WISE SOFTWARE LLC CITY SERVICE & LICENSING AGREEMENT

This Agreement, effective as of the date of execution, is entered into between City Wise Software LLC ("City Wise"), a limited liability company located at 541 East Erie Street, Unit 305, Milwaukee WI 53202, and the City of Green Bay with their Municipal Building at 100 N Jefferson St, Green Bay, WI 54301 (the "City") (each individually as a "Party" and collectively as the "Parties").

WHEREAS, City Wise has innovated a proprietary technology solution. This comprehensive solution consists of a series of pages culminating in a dynamic, searchable database of properties (henceforth known as the "Technology");

WHEREAS, the City's intention is to secure a license for the Technology from City Wise for the specified duration;

WHEREAS, City Wise is inclined to grant the City a nonexclusive license for the use of the Technology;

NOW, in consideration of the mutual agreements herein contained, the Parties hereby agree as follows:

A. Services:

1. City Wise warrants and covenants to delivering the services outlined in Schedule 1 to the City.
2. City Wise warrants and covenants that it will not have features of the Technology that permit anyone other than City Wise, City, or persons or entities that list properties, from being able to publicly post anything on an internet domain or subdomain containing, in whole or part, the phrase "greenbaywi.gov".
3. City Wise warrants and covenants that no third-party advertisements will be used on any internet domain or subdomain provided to it pursuant to this Agreement containing, in whole or part, the phrase "greenbaywi.gov".
4. City Wise represents and warrants that it owns all intellectual property rights necessary to provide the Technology to City.
5. City Wise warrants and covenants that it will not use anything protected by intellectual property law, in relation to this Agreement, without first acquiring the legal right to do so. City grants City Wise a restricted, nonexclusive, non-sublicensable, and nontransferable license to use City's logo on the property listing website City Wise will set up on a subdomain of the City's website.

B. Compensation for Services & Fee Distribution:

City Wise will handle the installation and customization of the Technology without charge to the

City. The fees, as detailed below, will be collected by City Wise through credit card processing within the Technology or directly by check.

1. Listing Fees: City Wise is authorized to collect payments from property listers for posting available properties for lease or sublet (referred to as "Listing Fees").
2. Other Fees: City Wise has exclusive rights to collect and retain any additional fees associated with the general use of the Technology from third-parties. City Wise is solely responsible for all Payment Card Industry (PCI) compliance matters related to credit card processing through the use of the Technology.

C. Taxes:

The charges and the distribution of fees outlined in this Agreement do not encompass or consider taxation. In the event that City Wise Software LLC is obligated to cover taxes such as sales, use, personal property, value-added, or any other taxes linked to the licenses or services specified in this Agreement, or related to the City's utilization of services, City will not be invoiced for, or responsible for paying or settling such taxes.

D. Expenses:

Unless explicitly addressed, City Wise assumes responsibility for all expenses related to this agreement. In the event that City requests on-site services beyond those specified in Schedule 1, City agrees to reimburse City Wise for travel and out-of-pocket expenses in adherence to the City's Travel Reimbursement Policy.

E. Conduct:

City agrees to obligate its employees, while working in their official capacities, not to engage in the following activities:

1. Uploading, posting, storing, emailing, or transmitting any information, to or from the Technology.
2. Providing misleading information, creating false identities, or manipulating identifiers to mislead or disguise the origin of information stored or transmitted in or through the Technology.
3. Using City Wise, Technology's name, the Technology, or any portion thereof to promote any business, product, or service through unsolicited emails, spamming, harassing others, or any similar activities.
4. Attempting unauthorized access to data on the Technology, other entities' account information, or other computer systems, servers, or networks connected to the Technology.

F. Duration and Termination:

This Agreement is executed and effective upon mutual signature and will endure for an initial period of three (3) years (referred to as the "Initial Term"). Subsequently, the Agreement will automatically renew for successive three (3) year terms (each termed a "Renewal Term") unless the City expresses its intention to allow the Agreement to expire, as detailed below.

Should any court determine that the City must allow any natural person or entity of any kind, other than City Wise, to take up space or otherwise place content of any kind on the City's website (including, but not limited to, any subdomain of the City's website) for any reason related to the City permitting City Wise access to the City's website or any other reason related to this Agreement, this Agreement will automatically terminate without notice or action by either Party. Termination will not be delayed due to anyone's intention to appeal, the pendency of an actual appeal, or the lack of a final order in the case. Upon such termination, City Wise must remove all content from the City's website as soon as reasonably possible, but in no case longer than the shorter of fourteen (14) days after termination or by the time given by the court. If the aforementioned court determination concludes that the City's website has become a public forum, the City's intention is to close the forum. Upon being served with a summons in a lawsuit seeking to expand access to the City's website, as described above, City will send City Wise notice of the suit.

The City does not intend to create a public forum on its website, or on a subdomain thereof. The City does not intend to set open, or aside space on, its website for the public, or a portion thereof, to use for First Amendment activity.

G. Post-Termination Entitlements and Acquisition Choice:

Upon termination of this Agreement, both Parties remain obligated to fulfill any accrued payment obligations (e.g., fee-sharing or expense reimbursement). Unless otherwise specified in writing, the termination of this Agreement results in the termination of all licenses granted by either Party.

Certain provisions will survive the termination: Sections H.3, K, M, N, O.4, R, X, Y, Z, and AA.2.

H. Licensing of Intellectual Property:

1. **Limited Usage Rights:** City Wise extends to the City a restricted, nonexclusive, non-sublicensable, and nontransferable license to electronically access and use the Technology. This authorization is exclusively granted under the terms specified in this Agreement and is applicable solely in conjunction with the Technology offered to the City. The scope of this license encompasses software usage, access to a single knowledge base, and utilization of user documentation, all of which are proprietary to City Wise and are included within the meaning of the "Technology."
2. **Usage Restrictions:** The City is prohibited from sublicensing or outsourcing the Technology to third-parties. Additionally, the City may not employ the Technology for any competitive purposes related to the Technology. City will not modify, translate, reverse engineer, disassemble, or decompile the Technology. Any attempt to discern the source code for the operation of the Technology is also prohibited, except when necessary for interoperability with other independently created software or as mandated by law.

The City is not allowed to generate derivative works derived from the Technology, any component thereof or the Proprietary Information.

In the context of this Agreement, "reverse engineering" refers to the scrutiny or analysis of the Technology aimed at uncovering its source code, sequence, structure, organization, internal design, algorithms, or encryption devices.

The term "Proprietary Information" encompasses all data, materials, text, photographs, music, video, software, sound, graphics, or any other information or materials, or portions thereof.

3. **Ownership:** City Wise maintains all rights, including title, copyright, and other proprietary rights in the Technology, irrespective of any modifications or updates. The City does not gain any rights, whether express or implied, in the Technology beyond those explicitly outlined in this Agreement.

I. Database and Data Precision:

City Wise will establish a searchable database (referred to as the "Database") of properties, as detailed in Schedule 1.

J. Integration with City's Website:

City commits to appointing a member of its existing technology team to collaborate with City Wise in integrating the listing website into a subdomain of City's existing website using DNS-masking technology. This appointment extends only through initial integration, but in no case longer than forth-five (45) days post-execution.

K. Data Ownership and Storage:

All data entered into the Database ("Data"), irrespective of the contributor's identity and whether or not it appears on the housing website, is the sole property of City Wise. City Wise maintains all title, copyright, and other proprietary rights in the Data. City maintains ownership of its website, including any subdomain thereof.

L. Advertising:

City Wise warrants and covenants that it will not state, in any advertising or otherwise, that City endorses, owns, or otherwise supports City Wise or its offerings, such as the Technology. Notwithstanding the foregoing, City Wise may state that it offers property listings on the City's website.

M. Non-disclosure:

Under this Agreement, the Parties may access information deemed confidential to each other

("Confidential Information"). Confidential Information is specifically confined to the Technology source code, the terms and pricing outlined in this Agreement, and any information explicitly identified in writing as confidential.

Confidential information excludes information that:

1. Become part of the public domain without any action or omission by the other Party.
2. Were lawfully in the other Party's possession before the disclosure and were not obtained directly or indirectly from the disclosing Party.
3. Are legally disclosed to the other party by a third-party without restrictions on disclosure.
4. Are independently developed by the other Party.
5. Are submitted to the housing website by City's residents or area property listers.

Qualify as "record(s)" as defined in Wisconsin Statute Section 19.32(2) that are subject to any portion of Subchapter II of Chapter 19 of the Wisconsin Statutes.

Throughout the Agreement's duration and for a period of two (2) years thereafter, the Parties commit to maintaining each other's Confidential Information in confidence. Unless mandated by law, the Parties agree not to disclose each other's Confidential Information to any third-party (excluding their agents or independent contractors) for purposes other than the Agreement's implementation.

Each Party undertakes reasonable measures to prevent the unauthorized disclosure or distribution of Confidential Information by its employees, agents, or independent contractors, violating the terms of this Agreement. Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could result in irreparable harm and significant injury to the disclosing Party, the extent of which may be challenging to determine. Therefore, each Party consents to the right of the non-disclosing Party to promptly seek an injunction to prevent any breach of this Section. Additionally, the non-disclosing Party retains the right to pursue all available legal or equitable rights and remedies in the event of such a breach.

N. Limitation of Liability:

1. *Definitions:* In this Section N, the following terms have the following definitions:

- a. "Theory of Liability" means any theory of liability of any nature, including, but not limited to: tort; warranty; strict liability; state and federal statutes, constitutions, and common law, regardless of their nature; enforcement actions initiated by any government, agency, or public official; mandamus; declaratory relief; intellectual property (which includes, but is not limited to, patent,

copyright, trademark, and unfair competition); unfair trade practice; injunctive relief; Wisconsin Fair Housing Law; and Subchapter II of Chapter 19 of the Wisconsin Statutes. **The term “Theory of Liability” expressly includes any theories based on the City’s own negligence.**

- b. “City” includes, but is not limited to: the entity of the City, as well as any officer, official, employee, or agent thereof. The term also includes all of the City’s insurers. As juxtaposed against the use of the term “City” as it is generally used in this Agreement, the City’s insurers are added to its meaning in Section N.
- c. “Expense(s)” has its general definition. It includes, but is not limited to, actual attorneys’ fees and actual expenses of litigation.

2. *Construction*: The *ejusdem generis* canon does not apply to this Section N.

3. *Indemnify, Defend, and Hold Harmless*: City Wise must indemnify, defend, and hold harmless City against any liability, damage, loss, Expense, demand, or judgment under any Theory of Liability resulting from, arising out of, or related to the Technology, or otherwise resulting from, arising out of, or related to this Agreement.

4. *Applicability*: Section N applies regardless of whether the liability, damage, loss, Expense, demand, or judgment actually exists or is merely alleged to exist by a third-party. Section N applies regardless of whether the Theory of Liability is meritorious or is merely alleged to be so by a third-party. Section N applies regardless of whether the matter results from, arises out of, or relates to the Technology or Agreement, or is merely alleged to do so.

5. *Procedure*: Pursuant to this Section N, upon City learning of a third-party claim, suit, action, demand, or judgment against City, City will tender the matter to City Wise as a notice, and City Wise will immediately take up its obligations under this Agreement. City Wise must provide City notice of any third-party claim, suit, action, or demand against City within three (3) days of discovering it, if such discovery was not due to City informing City Wise of it, and will immediately take up its obligations hereunder. City has the right to be continually informed of the status of the defense and to meaningfully participate in the defense. City Wise has the right to select any legal counsel it chooses when defending City. City Wise must not settle any third-party claim, suit, action, or demand that causes City to pay any money or be held liable, in whole or part, without the approval of the Common Council for the City of Green Bay.

6. *Enforcement Fees*: If City commences a lawsuit to enforce its rights under this Section N and prevails in securing such rights, it is entitled to recover the Expenses of litigation relating to said securing.

7. *Superiority*: This Section N applies, notwithstanding anything in this Agreement to the contrary.

O. Public Records.

1. *Definitions*: In this Section O, the following terms have the following definitions:

- a. "Record(s)" are defined by Wisconsin Statute Section 19.32(2).
- b. "Open Government Laws" mean Subchapter II of Chapter 19 of the Wisconsin Statutes.

2. The City is a municipal entity legally bound to comply with the Open Government Laws and that, unless otherwise clearly allowed by law to be an exception to disclosure, all aspects of this Agreement are subject to open disclosure and are a matter of public record. The Parties warrant and covenant that neither will take any action to obstruct the operation of the Open Government Laws, and warrant and covenant that City will have sole and final decision-making authority as to how to comply with the Open Government Laws. To comply with any public record request, City Wise warrants and covenants that it will produce copies of all Records to City in their original format. According to Wisconsin Statute Section 19.36(3), even if Records are created or maintained by, or in the custody of City Wise as an independent contractor, they, along with the raw data used to create the records, are public records that must be made available to the public as soon as reasonably practicable and without delay upon request by any person, and in the format in which they were created.
3. City Wise warrants and covenants that it will immediately provide the City, as a notice, any public record request received by City Wise that in any way relates to this Agreement.
4. City Wise warrants and covenants that it will maintain all Records subject to any of the Open Government Laws for the length of time prescribed by law. City Wise covenants that upon the termination of this Agreement, regardless of cause, it will provide all Records subject to the Open Government Laws to the City, the City must receive such records no later than thirty (30) days after termination.
5. This Section O applies, notwithstanding anything in this Agreement to the contrary, except if there is a conflict with Section N.

P. Insurance:

1. City Wise must procure and maintain, at its own cost, insurance policies as hereinafter specified to insure against all risk and loss during the term of this Agreement (including any renewal terms). The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. All such policies must name the City of Green Bay as an "additional insured" party. City Wise must furnish, as a notice, a Certificate of Insurance, and proof of payment of any required insurance premiums, to the City of Green Bay to indicate compliance with each of the insurance obligations in this Agreement within thirty (30) days of the Agreement's effective date. The insurance policies must contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the City of Green Bay will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change includes, but is not limited to, a

change in policy amount, coverage, or status of the insurer. If the aforementioned cancellation or change would lead to City Wise falling below the required coverages, and this is not remedied prior to fifteen (15) days before cancellation or change takes effect, the City may purchase an amount of insurance necessary to meet the minimum required coverages as specified herein, and send an invoice, as a notice, to City Wise for the actual costs thereof; City Wise must pay such invoice within thirty (30) days of the date it was sent.

2. City Wise must procure and maintain insurance with coverages and limits at least as broad as the following:

a. Commercial General Liability Insurance:

- i. \$2,000,000 per occurrence; \$2,000,000 aggregate
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.

b. Umbrella Policy:

- i. \$2,000,000
- ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section N.

c. Cyber Liability Insurance:

- i. \$1,000,000 per occurrence; \$2,000,000 aggregate
- ii. Covers: invasion and breach of privacy; invasion and breach of security; unauthorized release, access, destruction, corruption, alteration, and theft of electronic information; computer virus, malware, and ransomware; denial of service or other attack

Q. Industry Standards:

City Wise warrants and covenants that all services conducted under this Agreement will adhere to generally prevailing professional or industry standards.

R. Assignment:

The Parties shall not transfer or assign this Agreement, in whole or part, or any license hereunder, without obtaining prior written consent from the other Party.

S. General Marketing:

City acknowledges and agrees that City Wise may make reference to City as a customer in various

marketing materials, including but not limited to marketing presentations, press releases, product brochures, and financial or governmental reports.

T. Sole Agreement:

This document constitutes the entire understanding and Agreement between City Wise and City. It is specifically agreed that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to), representations, agreements, contracts, or understandings; any of the foregoing may have taken place or been in existence at any time between the parties, and may have been either written or oral.

U. Modifications:

Changes to this Agreement require mutual agreement, must be documented in writing, signed by both City Wise and City, and incorporated into this Agreement. Changes need no further consideration to be effective, though this Agreement does not prohibit further consideration from being employed.

V. Waiver:

The waiver of any default or breach by either Party will not be considered a waiver of any other default or breach.

W. Severability:

If any part of this Agreement—other than Sections N, O, or P—is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

X. Notices:

All notices and communications related to this Agreement must be in writing. Parties may change their address by notifying the other Party in accordance with this paragraph. Notice is considered given as follows:

1. Personally delivered to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Administrator).
2. Three (3) days after deposit in the United States mail, postage prepaid, to the recipient's address in the introductory paragraph (if to City, separate copies must be addressed to the City Attorney's Office and the City Administrator). Such mailing must be by First Class Mail or Certified Mail.

Y. Governing Law/Jurisdiction:

This Agreement and all matters arising from it are governed by the laws of the State of Wisconsin. Any legal action or proceeding, initiated by either Party against the other, and that is related to this

Agreement shall be brought in state or federal courts in Brown County, Wisconsin, or the United States District Court for the Eastern District of Wisconsin. Both City Wise and City consent to the jurisdiction of these courts and agree that venue is appropriate in any legal action or proceeding related to this Agreement. For the avoidance of doubt, this paragraph does not waive or forfeit any other objections to the initiation of such legal action, such as the proper service of a summons.

Z. Construction:

1. This Agreement is the result of an arm's length negotiation, and in resolving any ambiguity in this Agreement, none of the Parties hereto will be deemed to be the draftsman hereof.
2. For the avoidance of doubt, the words "represent", "warrant", and "covenant", including any grammatical tense or form of the words, are intentionally chosen to invoke the obligations and remedies associated with them under the law.
3. Nothing contained in this Agreement is intended to be a waiver or estoppel by the City (including, but not limited to, the entity of the City, as well as any officer, official, employee, agent, and insurers) to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.48 and 345.05. To the extent that indemnification is available and enforceable by City Wise against the City, the City shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipalities established by Wisconsin law.

AA. Authority to Act:

1. Each of the undersigned hereby represents and warrants that: (a) they have all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the Parties, enforceable against each of them in accordance with the terms of the Agreement.
2. The Common Council for the City of Green Bay, by approving this Agreement, vests the Mayor, including any of the Mayor's designees, with the authority to act for the City during any terms of this Agreement. For the avoidance of doubt and by way of example only, such authority includes the decisions of whether to terminate this Agreement, approve assignments, initiate and prosecute any legal action or proceeding related to this Agreement, and otherwise carry out this Agreement. Notwithstanding the foregoing, the Council reserves the sole authority to settle any litigation or amend this Agreement, as well as concurrent authority with the Mayor to act for the City during any terms of this Agreement.

BB. Relationship of Parties:

There is no employment or agency relationship between the Parties; City Wise is an independent

contractor of the City.

CC. User Agreements:

1. *Intent:* City Wise intends to enter into separate user agreements (also called listing agreements) with third-parties to govern said third-parties' ability to list properties on a subdomain on the City's website. This Section CC is intended to govern the content of such user agreements and inform the scope of City Wise's authority to allow third-parties access to the City's website.
2. *Definitions:* As used in this Section CC, "City" has the meaning of Section N.1.b.
3. City Wise may enter into user agreements with third-parties that allows the third-party to list properties on a subdomain of the City's website (Greenbaywi.gov), except as that right is limited in this Section CC.
4. City Wise warrants and covenants not to enter into any user agreement with any third-party that allows the third-party to list properties on a subdomain of the City's website (greenbaywi.gov) unless said user agreement contains substantially the same provisions as Sections N, P, Y, and Z.3 in this Agreement, a statement such provisions are expressly made in favor of the City, and that the City is a third-party beneficiary of the user agreement. While the user agreement's versions of this Agreement's Sections N, P, Y, and Z.3 may be substantially the same, rather than identical, they must not afford the City less rights or protections than Sections N, P, Y, and Z.3 establish in this Agreement.
 - a. Without limiting the requirement that user agreements be substantially similar to the whole of Section N of this Agreement (for the avoidance of doubt and by way of example only, this includes the definitions contained therein), a provision of a user agreement is substantially similar to N.3 of this Agreement if it reads as follows: "[Third-party entering into user agreement] must indemnify, defend, and hold harmless the City against any liability, damage, loss, expense, demand, or judgment under any theory of liability resulting from, arising out of, or related to [third-party entering into user agreement's] use of the Technology, or otherwise resulting from, arising out of, or related to this [user agreement]."
5. The City may request, as a notice, access to any user agreement authorized herein, and will receive such from City Wise within fourteen (14) days of the notice.

DD. Third-Party Beneficiaries:

The Parties do not intend to create any third-party beneficiaries to this Agreement, and this Agreement creates none.

- EE.** City Wise will screen participants based on information provided by the City. Participants must comply with all applicable Green Bay ordinances. If a participant is the subject of an open Compliance Order, participant must demonstrate timely and good faith efforts to correct such noncompliance. Participants with unpaid fees due

to the City will be suspended from posting until paid. City reserves the right to determine compliance status based on enforcement records and the nature and status of any corrective actions underway.

IN TESTIMONY OF THIS AGREEMENT, the undersigned parties have signed and executed this document as of the date first mentioned above.

CITY OF GREEN BAY, WISCONSIN:

By: _____
Name: _____
Title: _____

CITY WISE SOFTWARE LLC:

By: _____
Name: _____
Title: _____

SCHEDULE 1

Services to Be Performed

City Wise commits to:

- **Hosting Housing Website:**
 - Host a housing website for City, on a subdomain of the City's main website, Greenbaywi.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- **Technology Integration:**
 - Collaborate with the City to embed the Technology in a subdomain of City's existing website, maintaining the City website's "look and feel" during user transitions to the Technology.
- **Searchable Database Development:**
 - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with City's neighborhoods and terminology.
- **Marketing of Housing Website:**
 - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- **Listing Fees Collection:**
 - Collect Listing Fees, subject to City's approval (withholding approval not unreasonably).
- **User Agreement Development:**
 - Only using user agreements approved by the City, and to collaborate with City to develop such user agreement including, but not limited to:
 - a. Disclaiming City's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
 - b. Requiring user compliance with all applicable laws, rules, and regulations.
- **Quarterly Reports:**
 - Prepare and deliver quarterly reports on site statistics to City, including, at a minimum, the number of subscribers and property listings.
- **Product Support:**
 - Provide product support to City and users through a customer service email account.
- **Customized Site Inclusions:**
 - Include in the customized site:
 - Property listing fields allowing up to three (3) photos or graphic images of listed properties, linked to maps, and property manager emails.
- **Technology Upgrades:**
 - Regularly install Technology upgrades to the Technology, notifying City of relevant upgrades via email.
- **Data Backups:**
 - Perform regular monthly backups of site data.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on appeal of excess animal permit denial at 917 Velp Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025-07-21 -- 917 Velp Ltr in support
2. 917 VELP DOG APPEAL
3. 917 Velp Excess Dog Permit Denial

FW: <BULK> [EXTERNAL] Re: 917 Velp Excess Dog Permit Neighbor Letter

From Mallory Meves <Mallory.Meves@greenbaywi.gov>

Date Mon 7/21/2025 7:41 AM

To ClerksFrontDesk <clerk@greenbaywi.gov>; Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>

Cc Lacey Cochart <Lacey.Cochart@greenbaywi.gov>

Late response received in support of 917 Velp excess dog permit. Just forwarding as an FYI

Officer Mallory Meves

Humane Officer

Patrol Officer

Green Bay Police Department

307 S. Adams Street

Green Bay, WI. 54301

(920)448-3200 Ext. #0113.



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From: Elliot <elliottcollier451@gmail.com>

Sent: Friday, July 18, 2025 6:41 PM

To: Mallory Meves <Mallory.Meves@greenbaywi.gov>

Subject: <BULK> [EXTERNAL] Re: 917 Velp Excess Dog Permit Neighbor Letter

Caution: This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Officer Meves,

Thank you for allowing me to submit this statement. Your letter was read in haste, and it was not understood that positive replies were requested as well.

I live next door to the property in question. In the time that I have lived there I have had zero issues with these neighbors, including their dogs. While they do frequently bark, this has not been a nuisance to us. I have approached all three many times, and other than barking they have never appeared aggressive or threatening in any way. I have never witnessed any of them getting out of their yard, and have no issues with my young children playing nearby. I have also never needed to ask them to control or quiet their dogs while utilizing my own yard.

I have talked with Stacy and she tells me she is acquiring vibrating no-bark collars for the dogs, and fixing any inadequate fencing. She also stated that she has found someone to help with training the dogs to avoid any future issues. In my opinion they are responsible dog owners and are willing to make the changes needed to comply with the City and satisfy any neighbors who expressed concern. My wife and I are in favor of them being granted permission to keep a third dog, or at least granted an extension for these changes to be made and take effect before a final decision is made.

I have been with the Fire Department for 18 years, 15 of which as a paramedic, and have seen more than my fair share of aggressive and dangerous dogs (as well as their bites). I live and work in this district, and I take this issue very seriously. I do not know the circumstances of the previously reported bite, however if I had any concern for the safety of my family or my neighbors, as a public safety employee for this city, I assure you I would not be writing this letter.

Please feel free to reach out again if you have any questions.

Thank you all for your time.

Sincerely,

Elliot Collier
911 Velp Ave

PS: My mother-in-law who resides in 913 Velp will also be providing a written statement in favor of the permit being granted.

RALPH & STACEY RUMFIZ

914 Velp Ave 25-227059

INITIALLY UNAWARE OF A MULTI PET POLICY ~~WANTED~~ AND THAT
PET LICENSING WAS NEEDED. WE ADOPTED ALL 3 DOGS
TOGETHER AS 2 WERE BONDED AND HOPED TO GET PUPPY
AS ANESA
ACCUMATED TO MY SON FOR HIS ANXIETY - WHICH SHE HAS.
I'VE NEVER BEEN TOLD BY MY NEIGHBORS THAT THE
BARKING WAS DISRUPTIVE. WE DID HAVE A ^{BITE} INCIDENT
WITH THE OLDER DOG BUT WE'RE WORKING WITH TRAINER
THOUGH AFTER ALL THAT I'D LIKE TO APPEAL THE
DENIAL. THANK YOU,



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on a 2025-2026 Massage Establishment license for Tulip Spa at 989 W Mason.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 989 W Mason--Application
2. 989 Denial memo 07-22-2025
3. 989 W Mason



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

July 28, 2025

PREPARED BY

AGENDA ITEM # F.I

Green Bay Police Department Violation Report for liquor and massage establishments.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Comm Police P&P 07.24.25