



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Board of Health

Wednesday, February 10, 2021

7:00 AM

Council Chambers, 6th Floor

2. Roll call of membership

3. Approval of minutes from previous meeting

[21-0131](#) Board of Health Meeting Minutes from January 13, 2021

Attachments: [BOH Minutes 1-13-21.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[21-0144](#) Fox Cities Exhibition Center Agreement

Attachments: [Bd. of Health Memo FCEC Rental Agreement.pdf](#)

[FCEC Rental Agreement Jan 26-28 and Feb 2021 \(002\).pdf](#)

[FCEC Rental Agreement March 1.2021 Edits.pdf](#)

6. **Information Items**

[21-0141](#) COVID-19 Update

Attachments: [COVID -19 Cases \(00C\).pdf](#)

[21-0133](#) 2020 Survey Results

Attachments: [Copy of 2020 Survey Results - ENV.pdf](#)

[Copy of 2020 Survey Results - W&M.pdf](#)

7. **Adjournment**

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



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Meeting Minutes - Final Board of Health

Wednesday, January 13, 2021

7:00 AM

Council Chambers, 6th Floor

1. Call meeting to order

This meeting was called to order by Chair Nelson at 7:00 a.m

2. Roll call of membership

Present: 6 - Vogel, Nelson, Fenton, Woodford, Meltzer and Spears

3. Approval of minutes from previous meeting

[21-0037](#)

December BOH Minutes

Attachments: [BOH Minutes 12-9-20.pdf](#)

**Vogel moved, seconded by Woodford, that the Minutes be approved. Roll Call.
Motion carried by the following vote:**

Aye: 6 - Vogel, Nelson, Fenton, Woodford, Meltzer and Spears

4. **Public Hearings/Appearances**

5. **Action Items**

6. **Information Items**

[21-0038](#)

COVID-19 Update

Attachments: [Covid-19 Update.pptx](#)

This Information Item was presented.

7. Adjournment

**Fenton moved, seconded by Nelson, that the meeting be adjourned at 7:48
a.m. Roll Call. Motion carried by the following vote:**

Aye: 6 - Vogel, Nelson, Fenton, Woodford, Meltzer and Spears

Memo

TO: Board of Health

From: Director Kurt Eggebrecht

Date: January 27, 2021

RE: Rental Agreement For At the Fox Cities Exhibition Center (FCEC) for COVID-19 Community Vaccine Clinic

We are excited to announce the COVID-19 Community Vaccine Clinic, a collaborative partnership between Outagamie County Health, Winnebago County, Calumet County, City of Menasha, ThedaCare, Ascension Wisconsin, Mosaic Family Health, Kaukauna Clinic, Primary Care Associates, Partnership Community Health Center, Inc. and Fox Valley Technical College.

The Rental Agreement before you today will continue to allow this Community Vaccine Clinic to be located at the Fox Cities Exhibition Center, from March 1, 2021 through July 31, 2021. Monthly extensions after this date are allowable under this agreement.

The COVID-19 Clinic has been operating at this site under an Emergency Short Term Rental Agreement beginning January 26, 2021 through February 28, 2021.

A closed pod vaccination clinic was conducted with community partners January 26 through January 28th. This opportunity allowed us to learn from our set-up and adjust, so we are fully prepared and ready to vaccinate those in the Fox Cities.

FOX CITIES EXHIBITION CENTER (FCEC)	BOOKING CONTRACT 2021
355 W. Lawrence St. Appleton, WI 54911	Date Booked: 1/19/2021
Shipping Address: 355 W. Lawrence St. Appleton, WI 54911	
Phone: FCEC Phone #: C/o Red Lion Hotel Paper Valley Sales Dept. 920-733-8000, ext. 1660	Status: Tentative until signed & returned.
	Booked By: Linda Garvey
Group Name: City of Appleton	
Post As:	
Contact: Ms. Karen Harkness	
Address: 100 N. Appleton Street Appleton, WI 54911	
Phone No: via Karen Harkness 920-832-6468- Fax: - Email: karen.harkness@appleton.org	

AUTHORIZED SIGNATURE: Director Kurt Eggebrecht or Authorized City of Appleton
BILLING ADDRESS: 100 N. Appleton Street Appleton, WI 54911

MEETING AND BANQUET REQUIREMENTS

At this time you have reserved function space at the Fox Cities Exhibition Center (“we,” “us” or “FCEC”) as follows:

Date	Start Time	End Time	Room
1/26/2021* to 2/28/2021	6:00 AM	12:00 AM	Exhibition Hall A, B, C
1/26/2021* to 2/28/2021	6:00 AM	12:00 AM	Exhibition Pre-Function Space Lower Level and entire back of house area on lower level.
1/26/2021* to 2/28/2021	6:00 AM	12:00 AM	Exhibition Center Skywalk and Landing on South Side of Skywalk

*Items may be moved in and stored in the facility starting Jan. 25, 2021.

SPECIAL CONSIDERATIONS

For the reasons of safety and privacy, there will be minimal contact between the Fox Cities Exhibition Center / Paper Valley Hotel staff and those individuals at the Fox Cities Exhibition Center that are either working, testing, or receiving the vaccine.

The public restrooms throughout the Fox Cities Exhibition Center will be cleaned and re-stocked up to three times per day during occupancy on designated vaccination days.

The use of (2) handheld electrostatic sprayers with peroxide based disinfection cleaner will be available for use at any time. These units will be shared by medical staff and Fox Cities Exhibition Center staff to assist in maintaining a healthier environment. The Fox Cities Exhibition Staff will use this equipment during the daily designated time selected for general cleaning and remain available for vaccination staff for shared use.

Access to the walk-in cooler located in the kitchen, on the lower level, of the Fox Cities Exhibition Center will be included. A refrigeration cooler to store staff meals will be provided at a location deemed suitable to the personnel, as well as access to the ice machine on the lower level.

One (1) five yard (5) dumpster that is located at the Southwest side of the property will be emptied once per week. Should the needs be for more than a standard disposal company, it will be your responsibility to arrange and pay for.

Maintenance staff will maintain sidewalks, entrances, parking lot associated with the Fox Cities Exhibition Center to make sure they are clear of snow and will not exceed a two inch depth (during heavy snowfall) while the facility is in use.

The Fox Cities Exhibition Center is a clean facility and we are confident that we will meet your cleanliness needs upon arrival. When departing the facility, please take the time to remove all items associated with your organization. This includes any and all exterior or interior wall hangings, banners, signs, and decals. A cleaning fee of \$100.00 per hour will be assessed to return the facility to its original condition should any such items from your organization remain.

Termination: While we expect the Fox Cities Exhibition Center to work out nicely for your needs, we understand the use of the facility is part of a fluid response to a Global Pandemic and changes may be required. If it is decided that the Fox Cities Exhibition Center is not meeting your needs, please notify us of your intent to terminate by the 15th of the month at which case this agreement will terminate on the last day of that month.

Rental Fee: This agreement will be treated as a lease with rental fees charged on a monthly basis rather than the industry standard of daily fees of \$7500.00 per day. The City of Appleton will have access to the Exhibition Center on Tuesday, January 26, 2021 through Thursday, January 28, 2021 at a cost of \$200 per day for a total of \$600 for the three days. A rental fee of \$19,000.00 per month to be paid on February 1, 2021 for use of the site for the month of February. Total cost of this agreement as detailed above is \$19,600.

Payable to Fox Cities Exhibition Center at 355 W. Lawrence Street, Appleton, WI 54911.

AMERICAN WITH DISABILITIES ACT COMPLIANCE

We will be responsible for complying with the public accommodation requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to you by this contract. Our responsibilities are: (1) the “readily achievable” removal of physical barrier to access to the meeting rooms, sleeping rooms and common areas; (2) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by FCEC than other individuals; and (3) the modification of FCEC policies, practices and procedures applicable to all participants as required to enable disabled individuals to participate equally in your programs.

To ensure our ability to accommodate your special needs with respect to disabled individuals, you must identify for us in advance any special needs of disabled registrants, faculty and guests requiring accommodation by us, and you must notify us of such needs for accommodations as soon as they are identified to you. To allow you to comply with your obligations, we will notify you of requests for accommodations for disabled individuals which we receive directly from members of your group.

INDEMNIFICATION

Each party to this contract agrees that it shall be responsible for any loss or expense (including costs and attorney fees) arising from or incidental to the acts of its respective officers, officials, agents, or employees in the performance of this contract.

We are not responsible for your lost or stolen property or the lost or stolen property of individuals attending your function.

MISCELLANEOUS

This contract is governed by and construed in accordance with the laws of the State of Wisconsin, Outagamie County. This contract constitutes the entire contract of the parties hereto with respect to the subject matter thereof and all prior documents are deemed to be merged into this contract. This contract may only be amended or modified by an amendment made in writing and signed by you and us. If any dispute arises between you and us (hereafter collectively “we”) with respect to this contract, we agree to endeavor to resolve the dispute through mediation, unless we mutually agree to a different process. We will select a mediator and shall share the mediator’s fee equally. The mediation shall be held in the City of Appleton, Wisconsin. Agreements reached in mediation shall be enforceable as settlement agreements in any court having

jurisdiction. Mediation shall be a condition precedent to the commencement of any other legal proceeding. Disputes not resolved through mediation shall be subject to litigation in the Circuit Court of Outagamie County, Wisconsin.

The performance of this contract by either party is subject to acts of God, government regulation, disaster or civil disorder making it illegal or impossible to provide the facilities or hold the function at the facility. This contract may be terminated only for one or more of the above reasons by written notice from one party to the other, upon the receipt of said notice by the non-terminating party, prior to the scheduled date of first arrival.

PARKING AND ACCESS DETAILS

The surface parking associated with the Fox Cities Exhibition Center is currently designated as handicap spaces. Should there be a need to change these spaces or make alternate accommodations, please work directly with Linda Garvey, General Manager. It is encouraged that the Red Ramp (Superior Street), owned and operated by the City of Appleton, be utilized for additional parking needs.

Please note that the skywalk between the Fox Cities Exhibition Center and the Paper Valley Hotel will be closed during the timeframe of this rental. The hotel staff and City of Appleton will work together to provide signs that guide foot traffic directly to the Fox Cities Exhibition Center without access through the hotel.

CONCLUSION

If all of the arrangements outlined in this contract are acceptable to you, please sign this contract and return to us directly prior to moving any equipment in to the facility. This contract will be binding upon you and us in accordance with its terms upon receipt and execution by us.

Once again, you have the commitment of everyone at the Fox Cities Exhibition Center to ensure that your community mission is successful. Please let me know if you have any questions, or if I may be of further assistance. We will be in contact with you in a few days to see how your plans are developing.

Group Name: Director Kurt Eggebrecht or Authorized City of Appleton Representative

Client Signature: _____

Date: _____

Title: _____

As Authorized Representative

FCEC Signature: _____

Date: _____

Title: _____

FOX CITIES EXHIBITION CENTER (FCEC)	BOOKING CONTRACT 2021
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Phone: FCEC Phone #: C/o Red Lion Hotel Paper Valley Sales Dept. 920-733-8000, ext. 1660	Status: Tentative until signed & returned.
	Booked By: Linda Garvey
Group Name: City of Appleton	
Post As:	
Contact: Ms. Karen Harkness	
Address: 100 N. Appleton Street Appleton, WI 54911	
Phone No: via Karen Harkness 920-832-6468- Fax: - Email: karen.harkness@appleton.org	

AUTHORIZED SIGNATURE: Director Kurt Eggebrecht or Authorized City of Appleton
BILLING ADDRESS: 100 N. Appleton Street Appleton, WI 54911

MEETING AND BANQUET REQUIREMENTS

At this time you have reserved function space at the Fox Cities Exhibition Center (“we,” “us” or “FCEC”) as follows:

Date	Start Time	End Time	Room
3/1/2021* to 7/31/2021	6:00 AM	12:00 AM	Exhibition Hall A, B, C
3/1/2021* to 7/31/2021	6:00 AM	12:00 AM	Exhibition Pre-Function Space Lower Level and entire back of house area on lower level.
3/1/2021* to 7/31/2021	6:00 AM	12:00 AM	Exhibition Center Skywalk and Landing on South Side of Skywalk

*Items may be moved in and stored in the facility starting Jan. 25, 2021.

SPECIAL CONSIDERATIONS

For the reasons of safety and privacy, there will be minimal contact between the Fox Cities Exhibition Center / Paper Valley Hotel staff and those individuals at the Fox Cities Exhibition Center that are either working, testing, or receiving the vaccine.

The public restrooms throughout the Fox Cities Exhibition Center will be cleaned and re-stocked up to three times per day during occupancy on designated vaccination days.

The use of (2) handheld electrostatic sprayers with peroxide based disinfection cleaner will be available for use at any time. These units will be shared by medical staff and Fox Cities Exhibition Center staff to assist in maintaining a healthier environment. The Fox Cities Exhibition Staff will use this equipment during the daily designated time selected for general cleaning and remain available for vaccination staff for shared use.

Access to the walk-in cooler located in the kitchen, on the lower level, of the Fox Cities Exhibition Center will be included. A refrigeration cooler to store staff meals will be provided at a location deemed suitable to the personnel, as well as access to the ice machine on the lower level.

One (1) five yard (5) dumpster that is located at the Southwest side of the property will be emptied once per week. Should the needs be for more than a standard disposal company, it will be your responsibility to arrange and pay for.

Maintenance staff will maintain sidewalks, entrances, parking lot associated with the Fox Cities Exhibition Center to make sure they are clear of snow and will not exceed a two inch depth (during heavy snowfall) while the facility is in use.

The Fox Cities Exhibition Center is a clean facility and we are confident that we will meet your cleanliness needs upon arrival. When departing the facility, please take the time to remove all items associated with your organization. This includes any and all exterior or interior wall hangings, banners, signs, and decals. A cleaning fee of \$100.00 per hour will be assessed to return the facility to its original condition should any such items from your organization remain.

Extension: While this agreement ends on July 31, 2021, we welcome monthly extensions and will grant the City of Appleton first right to extend use of the space via a written request by June 30, 2021 or the last day of each month thereafter.

Termination: While we expect the Fox Cities Exhibition Center to work out nicely for your needs, we understand the use of the facility is part of a fluid response to a Global Pandemic and changes may be required. If it is decided that the Fox Cities Exhibition Center is not meeting your needs, please notify us of your intent to terminate by the 15th of the month at which case this agreement will terminate on the last day of that month.

Rental Fee: This agreement will be treated as a lease with rental fees charged on a monthly basis rather than the industry standard of daily fees of \$7500.00 per day. For the month of March, a rental fee of \$19,000.00 shall be paid prior to the first day of the month. Beginning April 1, 2021, and for the months thereafter, the rental fee shall be \$25,000 per month unless the FCEC and City decide to continue with a separate agreement for use of the main level space for pandemic testing. If use of the main level continues under a separate agreement, rent will remain \$19,000 per month for those particular months.

Payable to Fox Cities Exhibition Center at 355 W. Lawrence Street, Appleton, WI 54911.

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To ensure our ability to accommodate your special needs with respect to disabled individuals, you must identify for us in advance any special needs of disabled registrants, faculty and guests requiring accommodation by us, and you must notify us of such needs for accommodations as soon as they are identified to you. To allow you to comply with your obligations, we will notify you of requests for accommodations for disabled individuals which we receive directly from members of your group.

INDEMNIFICATION

Each party to this contract agrees that it shall be responsible for any loss or expense (including costs and attorney fees) arising from or incidental to the acts of its respective officers, officials, agents, or employees in the performance of this contract.

We are not responsible for your lost or stolen property or the lost or stolen property of individuals attending your function.

MISCELLANEOUS

This contract is governed by and construed in accordance with the laws of the State of Wisconsin, Outagamie County. This contract constitutes the entire contract of the parties hereto with respect to the subject matter thereof and all prior documents are deemed to be merged into this contract. This contract may only be amended or modified by an amendment made in writing and signed by you and us. If any dispute arises between you and us (hereafter collectively “we”) with respect to this contract,

we agree to endeavor to resolve the dispute through mediation, unless we mutually agree to a different process. We will select a mediator and shall share the mediator's fee equally. The mediation shall be held in the City of Appleton, Wisconsin. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. Mediation shall be a condition precedent to the commencement of any other legal proceeding. Disputes not resolved through mediation shall be subject to litigation in the Circuit Court of Outagamie County, Wisconsin.

The performance of this contract by either party is subject to acts of God, government regulation, disaster or civil disorder making it illegal or impossible to provide the facilities or hold the function at the facility. This contract may be terminated only for one or more of the above reasons by written notice from one party to the other, upon the receipt of said notice by the non-terminating party, prior to the scheduled date of first arrival.

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Once again, you have the commitment of everyone at the Fox Cities Exhibition Center to ensure that your community mission is successful. Please let me know if you have any questions, or if I may be of further assistance. We will be in contact with you in a few days to see how your plans are developing.

Group Name: Director Kurt Eggebrecht or Authorized City of Appleton Representative

Client Signature: _____

Date: _____

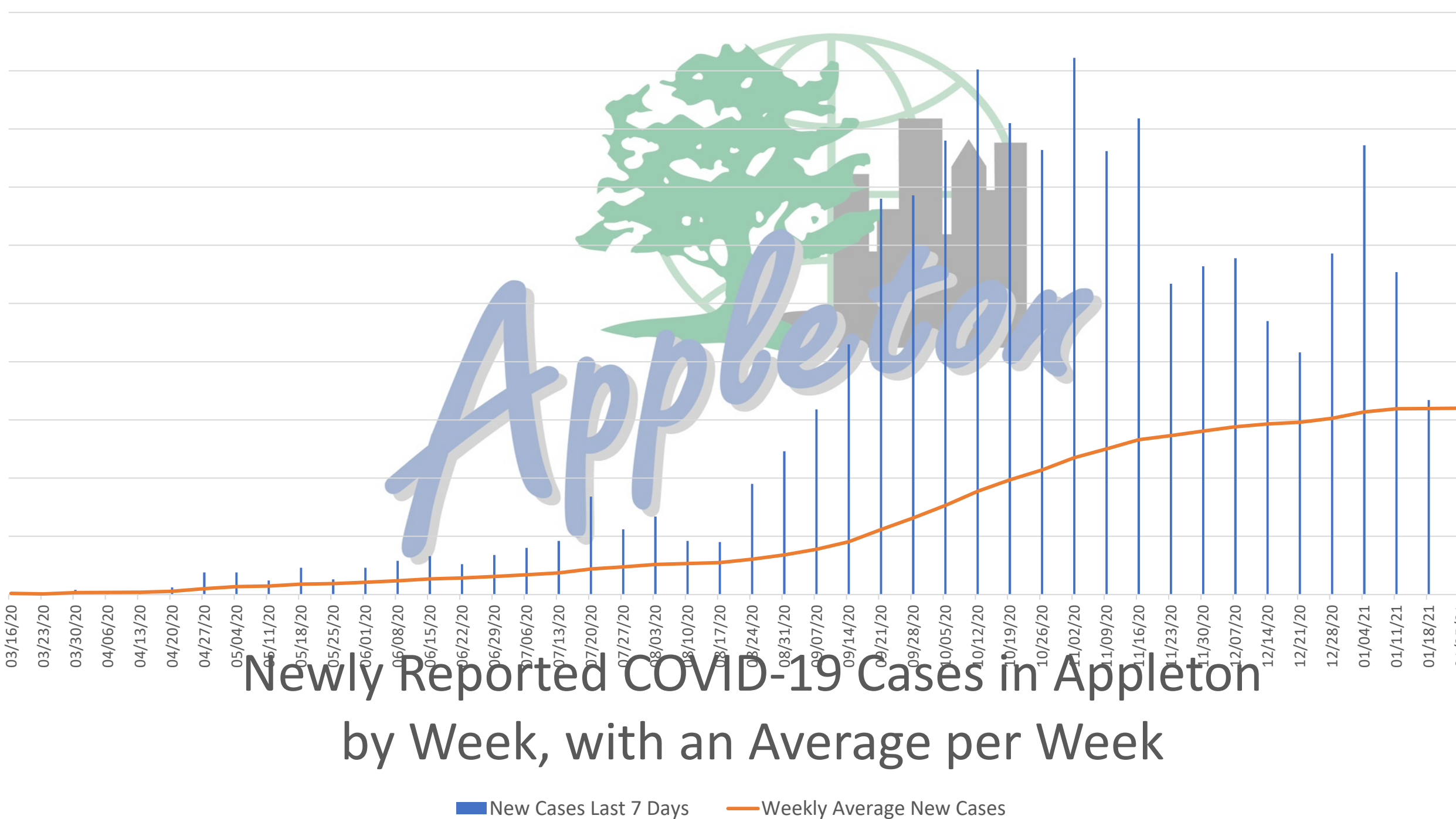
Title: _____

As Authorized Representative

FCEC Signature: _____

Date: _____

Title: _____



$167 + 172 = 339$ (2 week case counts)

$339 / 75,000 = .00452$ (Appleton population 75,000)

$.00592 \times 100,000 = 452$ (equals burden)

Low less than or equal to 10 per 100,000 people

Moderate greater than 10 but less than 50 per 100,000 people

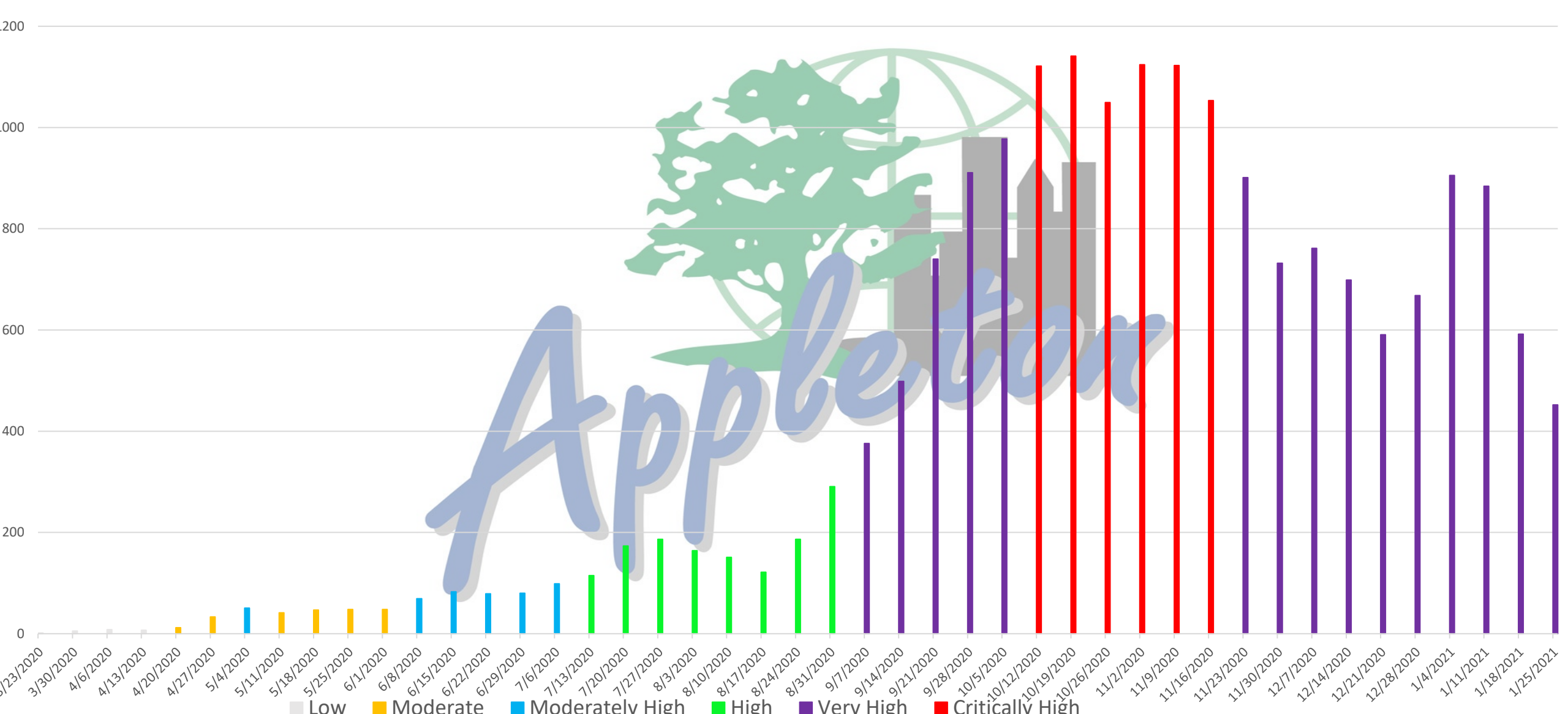
Moderately High greater than 50 but less than 100 per 100,000 people

High is greater than 100 per 100,000 people

Very High is greater than 350 per 100,000 people

Critically High is greater than 1,000 per 100,000 people

Table 1. Two indicators being based on confirmed cases: Burden and Trajectory. A third indicator maps Burden and Trajectory indicators into one composite indicator.					
Indicator	Definition	Classes			
Burden	Total number of cases per 100,000 in the last two weeks (B)	Low	$B \leq 10$		
		Moderate	$10 < B \leq 50$		
		Moderately High	$50 < B \leq 100$		
		High	$100 < B \leq 350$		
		Very High	$350 < B \leq 1000$		
		Critically High	$1000 < B$		
Trajectory	Percent change in the last two weeks (T), p-value from a test against $T = 0$ (p)	Shrinking	$T \leq -10\%$ and $p < 0.025$		
		Growing	$10\% \leq T$ and $p < 0.025$		
		Not changing (No Call)	Otherwise		
Case status indicator(Composite of burden and trajectory)	Summary concern based on Burden and Trajectory classifications		Shrinking	No Call	Growing
		Low	Low	Low	Medium
		Moderate	Medium	Medium	High
		Moderately High	Medium	High	High
		High	High	High	High
		Very High	Very High	Very High	Very High
		Critically High	Critically High	Critically High	Critically High



Two Week Total New COVID-19 Cases in Appleton,
 Rate per 100,000 Population, Risk Level Assessments per WDHS

ENVIRONMENTAL SURVEY 2020

Total # surveys sent out	160	Percent returned	30
surveys returned as undeliverable			18.75%
Surveys (assumed) received by operators	160		

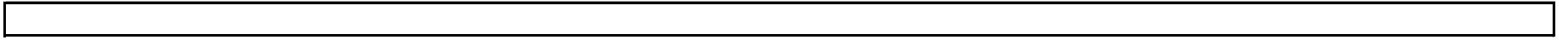
SURVEY QUESTION	Very Satisfied	Satisfied	Somewhat Dissatisfied	Dissatisfied	totals	% Satisfied
How satisfied are you that the inspector identified him/herself and the purpose of their visit?	22	7			29	100.00%
Was courteous and professional?	23	5	1		29	96.55%
Went over the inspection report thoroughly?	23	5	1		29	96.55%
Gave recommendations for correction of violations/errors?	21	8			29	100.00%
How satisfied are you that the inspection process used methods that fairly evaluated your business?	21	8			29	100.00%
How satisfied are you that the Environmental Health Inspection Program ensures good sanitation and food handling practices?	18	11			29	100.00%
How satisfied are you that we are inspecting often enough to ensure good sanitation and food handling practices?	21	8			29	100.00%
RESPONSE TOTALS	149	52	2	0	203	99.01%

ENTER WRITTEN COMMENTS BELOW (comments are typed exactly as written)

5. In your opinion, what, if anything, can be done to improve the inspection process to better ensure good sanitation and food handling practices?

None
you girl did a good job!
Very Happy with all it, keeps us on our toes.
Addign an inspector to same group of stores for consistent reviews.
Nothing, Great Job!
All Good

N/A
Nothing, no issues at our stores.
6. If you rated any of the above items as “somewhat dissatisfied” or “dissatisfied” please use the space below to briefly explain the reasons for your dissatisfaction.
Health inspector Michelle is always extremely rude and unprofessional.
None
No dissatisfied
N/A
:)
7. What additional suggestions, if any, do you have for improving the quality of this inspection program or our services to your business?
Michelle has always been very helpful and courteous.
Get new inspectors
None
I did like that we were notified of the date and time. Years prior we were not, and it always seemed to be on a day where we were short staff, or not very busy. Having it set up ahead of time works better for both parties.
Nothing @ this time. Does a very good job.
N/A
You can publish some books or brochures about food and health and distribute to the food workers.
All Good
Zoom like discussions for Q/A on various sanitation topics.
As long as the person inspecting explains everything that is a problem and how to correct it that what counts.
Other comments
1 was returned with this response* Sorry, I am new at my school and have never participated in an inspection so I have no point of reference for your questions.



WEIGHTS & MEASURES SURVEY 2020

Total # surveys sent out	83	Completed surveys returned	11
unopened surveys returned as undeliverable		Percent returned	13.25%
Surveys (assumed) received by operators	83		

SURVEY QUESTION	Very Satisfied	Satisfied	Very Dissatisfied	Dissatisfied	Does Not Apply	totals	% satisfied
How satisfied are you that the inspector identified him/herself and the purpose of their visit?	9	2				11	100.00%
Was courteous and professional?	9	2				11	100.00%
Went over the inspection report thoroughly?	8	3				11	100.00%
Gave recommendations for correction of violations/errors?	7	2			2	11	100.00%
How satisfied are you that the inspection process used methods that fairly evaluated your business?						0	#DIV/0!
How satisfied are you that the inspection process fairly and accurately assesses the following for your business? Scales, pumps, meters and/or measures	8	2			1	11	100.00%
Price scanning and/or price control systems?	8	2			1	11	100.00%
Weighing and measuring of bulk products & packaged goods?	6	1			4	11	100.00%
Product labeling, signage and method of sale compliance?	7	3			1	11	100.00%
How satisfied are you that the W & M program ensures fairness between the business and the consumer?	7	2			2	11	100.00%
How satisfied are you that we are inspecting often enough to ensure fairness between the business and the consumer?	7	3			1	11	100.00%
TOTALS	76	22	0	0	12	110	100.00%

ENTER WRITTEN COMMENTS BELOW (comments are typed exactly as written)

5. In your opinion, What, if anything, can be done to improve the inspection process to better ensure fairness between the business and the consumer?
You guys always do a great job! Never any issues with inspector being unfair or unprofessional.
No changes

6. If you rated any of the above items as somewhat dissatisfied or dissatisfied, please use the space below to briefly explain the reasons for your dissatisfaction.

N/A

N/A

7. What additional suggestions, if any, do you have for improving the quality of this program or our services to your business?

None, really!

N/A

Other comments