

DECC BOARD OF DIRECTORS MEETING

Video-Conference via Zoom
Wednesday, September 30, 2020
11:30 AM to 1:00 PM

I. APPROVAL OF AGENDA

II. APPROVAL OF MINUTES

Regular Board Meeting from August 26, 2020
Special Board Meeting from September 11, 2020

III. FINANCE REPORT

a. August 2020 Finance Report: Caty Kaups, Finance Director
b. Approval of Check Run

IV. COMMITTEE REPORTS

a. Finance
b. Governance
c. Personnel
d. Executive

V. STAFF REPORTS

a. Executive Director – Roger Reinert, Interim Executive Director
i. Staffing Update
ii. Ticketmaster Contract
iii. City of Duluth Resolution of Support
b. External Operations - Jeff Stark, Director of Bayfront and Venue Operations
i. COVID Testing Station – Jeff Stark
ii. First Conference since March – Mary Sullivan, Director of Event Planning
c. Internal Operations - Steve Rankila, Director of Building Maintenance & Irvin
i. Transformer and Chiller Overview – Wade Abrahamson, Chief Engineer
ii. Pending Repairs – Steve Rankila

VI. OLD BUSINESS

VII. NEW BUSINESS

a. City Attorney Agreement
b. Draft of Data Practices Policy
c. Draft Outline of Strategic Plan
d. Draft of Public Use of Space Policy
e. Public Access of Board Information on Website

VIII. ADJOURNMENT

IX. UPCOMING MEETINGS

Our next regular business meeting is scheduled for October 28, 2020 at 11:30 AM.
Location to be determined.

Staff Reports

DECC Board
September 2020

**ENTERTAINMENT AND CONVENTION CENTER AUTHORITY
REGULAR BOARD MEETING**

August 26, 2020

A Regular Board Meeting was held Wednesday, August 26, 2020 via video-conference.

Board Members Present: Chair Karen Pionk, Vice Chair Pat Mullen, Secretary Lynne Williams, Bill Nelson, Mary Finnegan, Martha Bremer, Roz Randorf, Carrie Heffernan, Don Ness, Peter Singler, and Roger Reinert (acting Board Liaison)

DECC Staff Members Present: Caty Kaups, Sue Ellen Moore, Jeff Stark, Renae Matt, Wade Abrahamson, Steve Rankila

Others Present: Media, Members of the Public

CALL TO ORDER and QUORUM: Pionk called the meeting to order at 11:35 AM. A quorum of directors was present.

Pionk addressed recent media stories regarding the departure of Chelly Townsend [Executive Director] and recognized Townsend for her leadership and dedication to the DECC. Pionk went on to thank Roger Reinert for the support and leadership he's offered after stepping away from the Board to act as a volunteer and pro-bono Board Liaison.

It was stated that the Executive Committee was given authority by the Board to enter into a contractual agreement, announcing Reinert as being selected to serve as the DECC's Interim Executive Director. It was confirmed that Reinert submitted his resignation from the Board. It was also noted that there was dedicated media time scheduled for the afternoon following the meeting.

MOTION: Pionk requested approval of the agenda. Mullen made a motion to approve and Bremer seconded. The agenda was approved unanimously.

MOTION: Pionk requested approval of the Regular Business Meeting minutes from July 29, 2020 and the Special Meetings held on August 6, 2020 and August 13, 2020. Nelson made a motion to approve and Finnegan seconded. The minutes were approved unanimously.

Finance Report

Kaups shared an overview of the financials, highlighting that the admission and gift shop sales for the William A. Irvin were exceeding expectations. She added that additional parking staff had been scheduled so that staffing hours could be extended.

MOTION: Pionk requested approval of the July 2020 Finance Report and the check run. Williams made the motion to approve and it was seconded by Randorf. Both were approved unanimously.

Committee Reports

Finance: Williams gave an overview of recent committee discussion topics. The Finance Committee plans to review the Standard Operating Procedures (SOPs) for purchasing policies. The board was notified of the financial outlook through May 2021 and was updated on conversations being held with state leaders regarding funding possibilities. They were also updated on changes to the legislative language with Minnesota Unemployment Insurance which may reduce the DECC's liability significantly. The Board was informed that UMD planned to make a partial lease payment in advance of the December due date to help with the expense of

maintaining the ice sheet in AMSOIL and a letter would be sent soon to give season updates to the suite holders. The Board was reminded that the city budget presentation is scheduled for December.

Governance: Finnegan stated that the Governance Committee will notify the Mayor to fill the open seat following Reinert's resignation from the Board.

Executive: No report.

Staff Reports

William A. Irvin Tour Operations: Steve Rankila [Director of Building Maintenance and William A. Irvin] gave an update on the Irvin, presenting the number of visitors that have toured and an overview of ticket and gift shop sales. He also shared the procedures staff has been following in relation to COVID-19 safety precautions.

DECC Complex Maintenance and Repair Overview: Wade Abrahamson [Chief Engineer] summarized repairs and issues that have needed attention. The Board was reminded of the need for a new ice plant in the Curling Club and a transformer. It was suggested that new Board Members take a "behind the scenes" tour of the facility when appointed so they are aware of critical equipment such as these that require maintenance.

Review of Earned Revenue Ideas: Jeff Stark [Director of Bayfront Festival Park and Venue Operations] shared an overview of recent events such as Movies in the Parking Lot and UMD skating groups. He gave updates regarding Bentleyville, as well as a list of unique event options the staff has put together as possible sources of revenue.

The Board took some time to discuss updates given in the staff reports, the recent "We Have the Space" marketing campaign, and feedback regarding the recent Leadership Duluth event that was held at the DECC. Additionally, the Board was notified of conversations with the City of Duluth regarding the Bayfront management contract, Tourism Tax accounting fee, City attorney usage, and a drive through flu shot clinic for City employees.

Old Business

DECC Facility and Event Reopening Plan: The Board was given a brief recap of the reopening plan that was drafted as an overarching policy of internal procedures, safety posture, and best practices from the Minnesota Department of Health and Centers for Disease Control. It was noted that this is a living document and would be presented to the Board again if any significant changes were made.

MOTION: Finnegan made a motion to approve the DECC Facility and Event Reopening Plan. Mullen seconded and the motion passed unanimously with a note to add a revision date to the living document.

New Business

The Board took some time to discuss the announcements of board meetings on the website and information available, as well as plans to make those items more accessible to the public and media. Additional suggestions were made to have a shared drive for board member access and to review information about data practices.

Adjourn

MOTION: Randorf motioned to adjourn and Nelson seconded. Meeting adjourned at 8:23 AM.

Upcoming Meetings

The next regular board meeting is scheduled for September 30, 2020 from 11:30 AM to 1:00 PM.
Location to be determined.

Minutes reported by Renae Matt, Executive Assistant.

Submitted by:

Karen Pionk, Chair

Lynne Williams, Secretary

**ENTERTAINMENT AND CONVENTION CENTER AUTHORITY
SPECIAL BOARD MEETING
September 11, 2020**

A Special Board Meeting was held Friday, September 11th, 2020 as a video-conference via Zoom.
Board Members Present: Chair Karen Pionk, Vice Chair Pat Mullen, Secretary Lynne Williams, Roz Randorf, Martha Bremer, Peter Singler, Mary Finnegan, Carrie Heffernan, Don Ness
Board Members Absent: Bill Nelson
DECC Staff Present: Renae Matt

CALL TO ORDER and QUORUM: Pionk called the meeting to order at 3:06 PM. A quorum of directors was present.

MOTION: Pionk reviewed the agenda and Finnegan made a motion to approve. Randorf seconded. The agenda was approved unanimously.

MOTION: Randorf made a motion to move to a closed session per MN State Statute Chapter 13 Section 13D.05 regarding Chelly Townsend. Bremer seconded and the motion passed.

Matt departed.

Closed Session

Human Resources & Personnel

Ness joined the meeting.

MOTION: Finnegan motioned to open the meeting. Singler seconded. The motion carried.

MOTION: Finnegan made a motion to authorize approval of the separation agreement with Chelly Townsend. Bremer seconded and the motion passed unanimously.

Randorf reported on behalf of the Personnel Committee that they are prepared to begin the procedure to gather background information for an Executive Director search. The Board agreed this would be useful.

Finnegan added on behalf of the Governance Committee that they have contacted Mayor Emily Larson regarding the open board seat and will follow up to fill the role.

ADJOURN: Randorf made a motion to adjourn which was seconded by Ness. The meeting adjourned at 3:47 PM.

UPCOMING MEETINGS

Next board meeting will be a regular meeting on September 30, 2020 at 11:30 AM. Location to be determined.

Minutes reported by Lynne Williams, Secretary.

Submitted by:

Karen Pionk, Chair

Lynne Williams, Secretary

BOARD REPORT
 Finance Department
 September 30, 2020

MONTHLY FINANCIAL PACKET

1 Financial Reports for August 2020

Balance Sheet	<i>Page 1</i>
Management Summary with Budget and Prior Year Comparisons	
Summary	<i>Page 2</i>
Detail	<i>Page 3</i>

**2 Operating checks written during month
requiring Board approval:**

Check Run	08/24/20		\$	41,555.38
Check Run	08/31/20			55,827.73
Check Run	09/07/20			30,353.65
Check Run	09/14/20			15,188.58
Check Run	09/21/20			37,850.85
				\$ 180,776.19

3 City Hotel/Motel Taxes Recap

		<u>% change</u>	
2011 Hotel Motel contribution	\$ 1,120,629		
2012 Hotel Motel contribution	\$ 1,195,939	6.7%	
2013 Hotel Motel contribution	\$ 1,258,541	5.2%	
2014 Hotel Motel contribution	\$ 1,353,981	7.6%	
2015 Hotel Motel contribution	\$ 1,541,975	13.9%	
2016 Hotel Motel contribution	\$ 1,683,274	9.2%	
2017 Hotel Motel contribution	\$ 1,708,506	1.5%	
2018 Hotel Motel contribution	\$ 1,818,754	6.5%	
2019 Hotel Motel contribution	\$ 1,869,144	2.8%	
2020 City Hotel/Motel contribution budget	\$ 1,780,620	-4.7%	
2020 City Hotel/Motel contribution estimate	\$ 890,310	-50.0%	of budget
2020 City Hotel/Motel contribution estimate	\$ 1,068,372	-40.0%	of budget

DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY
 BALANCE SHEET
 AUGUST 31, 2020

<u>Assets</u>		<u>Liabilities and Fund Equity</u>	
Current Assets		Liabilities	
Operating cash	\$ 100,938	Current Liabilities (payable from current assets)	
Operating reserve account	1,050,000	Accounts payable	\$ 213,040
Accounts receivable	145,046	Lease purchase payable	715,118
Accts Rec- Tourism Taxes	766,655	Bond interest payable	0
Inventory	169,016	Bonds payable	0
Prepaid items	56,966	Accrued salaries payable	59,828
		Accrued vacation payable	224,330
		Deferred revenue	417,696
Total Current Assets	\$ 2,288,621		
Restricted Assets		Total Current Liabilities (payable from current assets)	\$ 1,630,011
Ticket Office deposits	\$ 279,451		
Cash and cash equivalents	8,178	Current Liabilities (payable from restricted assets)	
Employee flexible benefits plan	0	Ticket Office deposits	\$ 330,977
Cash and cash equivalents	0	Employee flexible benefits plan	660
Debt reserve	0	Total Current Liabilities (payable from restricted assets)	\$ 331,636
Total Restricted Assets	\$ 287,629		
Fixed Assets		Long-Term Liabilities	
Fixed assets	\$ 151,478,472	Net pension liability	3,228,805
Less allowance for depreciation	(73,626,288)	Net other postemployment benefits	1,553,850
Fixed assets (net)	\$ 77,852,184	Total Long Term Liabilities	\$ 4,782,655
		Total Liabilities	\$ 6,744,302
Deferred Outflow		Deferred Inflow	
Deferred outflow of pension	\$ 312,013	Deferred inflow of pension	\$ 854,473
		Fund Equity	
Other Assets		Contributions (net of accumulated amortization)	\$ 65,844,478
Bond issue costs	\$ 0	Prior period retained earnings	8,424,005
		Current period retained earnings	(1,126,812)
Total Assets	\$ 80,740,447	Total Fund Equity	\$ 73,141,672
		Total Liabilities and Fund Equity	\$ 80,740,447

DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY

CONSOLIDATED MANAGEMENT SUMMARY

AUGUST 2020

(Summary)

CURRENT MONTH

YEAR TO DATE

	BUDGET	ACTUAL	VARIANCE	VAR %	2019	BUDGET	ACTUAL	VARIANCE	VAR %	2019
DPTMTL PROFIT/LOSS:										
BUILDING SERVICES	(98,525)	55,869	154,394	156.7%	(40,240)	368,700	415,780	47,080	12.8%	571,721
PROPERTY MTNC	(205,380)	(102,774)	102,606	50.0%	(206,529)	(1,689,190)	(1,161,725)	527,465	31.2%	(1,568,477)
MARKETING	(17,605)	(5,713)	11,892	67.6%	(15,990)	(124,860)	(60,033)	64,827	51.9%	(69,524)
CATERING	8,085	(4,698)	(12,783)	-158.1%	8,278	640,865	278,180	(362,685)	-56.6%	1,062,308
CONCESSIONS	(14,075)	(1,555)	12,520	89.0%	(16,934)	82,675	100,650	17,975	21.7%	164,400
ADMINISTRATIVE	(110,840)	(71,204)	39,636	35.8%	(111,813)	(988,910)	(735,530)	253,380	25.6%	(936,522)
IRVIN	60,377	47,017	(13,360)	-22.1%	(9,382)	70,590	23,467	(47,123)	-66.8%	(48,207)
TICKET OFFICE	(10,910)	(6,229)	4,681	42.9%	(10,213)	233,915	44,633	(189,282)	-80.9%	308,975
PARKING	70,875	27,024	(43,851)	-61.9%	50,442	565,310	240,485	(324,825)	-57.5%	538,979
BAYFRONT	18,006	5,472	(12,534)	-69.6%	24,657	56,850	20,768	(36,082)	-63.5%	54,320
NON-OPERATING REVENUES/EXPENSES:										
CITY HOTEL/MOTEL TAXES	148,385	64,300	(84,085)	-56.7%	145,475	1,187,080	766,655	(420,425)	-35.4%	1,163,800
NAMING RIGHTS REVENUE	16,667	16,667	0	0.0%	16,667	133,336	133,336	0	0.0%	133,336
ARENA BOND PAYMENTS	(89,390)	(89,390)	0	0.0%	(87,905)	(715,120)	(715,118)	2	0.0%	(703,242)
SUBTOTAL OPERATING PROFIT/LOSS	(224,330)	(65,212)	159,118	70.9%	(253,488)	(178,759)	(648,452)	(469,693)	-262.8%	671,869

LESS: DEPRECIATION

DEPRECIATION (NET)

	(61,000)	(61,000)	0	0.0%	(59,000)	(488,000)	(488,000)	0	0.0%	(472,000)
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NET CHANGE IN RETAINED EARNINGS

	(285,330)	(126,212)	159,118	55.8%	(312,488)	(666,759)	(1,136,452)	(469,693)	-70.4%	199,869
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DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY

CONSOLIDATED MANAGEMENT SUMMARY

AUGUST 2020

(Detail)

CURRENT MONTH

YEAR TO DATE

REVENUES:

	BUDGET	ACTUAL	VARIANCE	VAR %	2019	BUDGET	ACTUAL	VARIANCE	VAR %	2019
BUILDING SERVICES	120,600	73,693	(46,907)	-38.9%	128,782	1,939,800	1,131,649	(808,151)	-41.7%	2,239,362
MARKETING	3,900	2,917	(983)	-25.2%	3,873	31,200	26,259	(4,941)	-15.8%	34,739
CATERING	82,280	174	(82,106)	-99.8%	100,052	1,810,980	702,896	(1,108,084)	-61.2%	2,325,076
CONCESSIONS	1,850	0	(1,850)	-100.0%	2,030	542,200	334,019	(208,181)	-38.4%	643,216
ADMINISTRATIVE	31,450	28,960	(2,490)	-7.9%	31,189	253,100	245,353	(7,747)	-3.1%	255,674
IRVIN	130,525	100,675	(29,850)	-22.9%	10,276	418,005	168,540	(249,465)	-59.7%	34,438
TICKET OFFICE	0	0	0	0.0%	0	361,200	121,436	(239,764)	-66.4%	510,932
PARKING	114,000	31,295	(82,705)	-72.5%	135,079	864,000	396,556	(467,444)	-54.1%	906,275
BAYFRONT	43,536	11,536	(32,000)	-73.5%	50,840	170,880	61,184	(109,696)	-64.2%	172,985
NON-OPERATING REVENUES:	0	0	0	0.0%	0	0	0	0	0.0%	0
CITY HOTEL/MOTEL TAXES	148,385	64,300	(84,085)	-56.7%	145,475	1,187,080	766,655	(420,425)	-35.4%	1,163,800
NAMING RIGHTS REVENUE	16,667	16,667	0	0.0%	16,667	133,336	133,336	0	0.0%	133,336
TOTAL REVENUES	693,193	330,217	(362,976)	-52.4%	624,263	7,711,781	4,087,883	(3,623,898)	-47.0%	8,419,834

OPERATING EXPENSES:

BUILDING SERVICES	219,125	17,824	201,301	91.9%	169,022	1,571,100	715,869	855,231	54.4%	1,667,641
PROPERTY MTNC	205,380	102,774	102,606	50.0%	206,529	1,689,190	1,161,725	527,465	31.2%	1,568,477
MARKETING	21,505	8,629	12,876	59.9%	19,863	156,060	86,292	69,768	44.7%	104,263
CATERING	74,195	4,872	69,323	93.4%	91,774	1,170,115	424,717	745,398	63.7%	1,262,768
CONCESSIONS	15,925	1,555	14,370	90.2%	18,964	459,525	233,369	226,156	49.2%	478,816
ADMINISTRATIVE	142,290	100,163	42,127	29.6%	143,003	1,242,010	980,882	261,128	21.0%	1,192,196
IRVIN	70,148	53,658	16,490	23.5%	19,659	347,415	145,074	202,341	58.2%	82,645
TICKET OFFICE	10,910	6,229	4,681	42.9%	10,213	127,285	76,803	50,482	39.7%	201,956
PARKING	43,125	4,271	38,854	90.1%	84,637	298,690	156,071	142,619	47.7%	345,986
BAYFRONT	25,530	6,064	19,466	76.2%	26,183	114,030	40,416	73,614	64.6%	105,805
NON-OPERATING EXPENSES:	89,390	89,390	(0)	0.0%	87,905	715,120	715,118	(2)	0.0%	703,242
ARENA BOND PAYMENT										
TOTAL EXPENSES	917,523	395,429	522,093	56.9%	877,751	7,890,540	4,736,336	3,154,200	40.0%	7,713,794

DEPRECIATION:

DEPRECIATION (NET)	(61,000)	(61,000)	0	0.0%	(59,000)	(488,000)	(488,000)	0	0.0%	(472,000)
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NET CHANGE IN RETAINED EARNINGS

	(285,330)	(126,212)	159,118	55.8%	(312,488)	(666,759)	(1,136,452)	(469,693)	-70.4%	234,040
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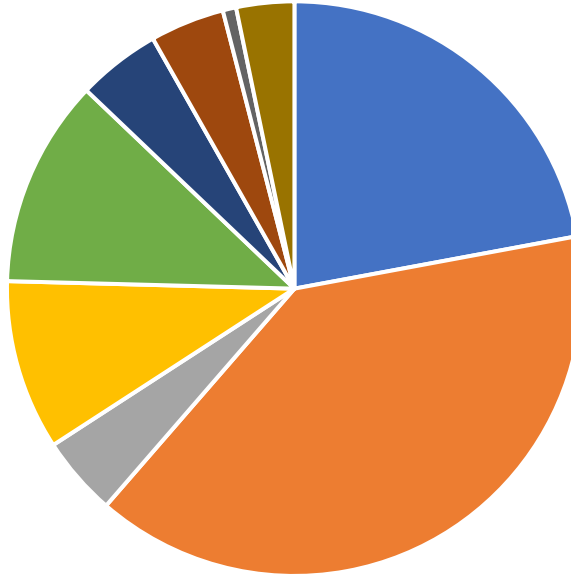
DECC 9-month Outlook

September 2020 - May 2021

<u>Revenue</u>	<u>Monthly</u>	<u>Most Likely</u>
Monthly Contracts	57,633	518,700
Tourism Taxes	102,570	923,128
UMD Lease Revenue	11,667	105,000
Parking	25,000	225,000
Bentleyville car staging		
Ice Rental	30,556	275,000
Irvin	12,222	110,000
Covid Testing (through Dec)	10,924	98,313
DSSO/Ballet	1,967	17,700
Events	<u>8,500</u>	<u>76,500</u>
Total Revenues	261,038	2,349,341
<u>Expenses</u>		
Full Time Payroll	76,338	687,044
Part Time Payroll	17,572	158,150
Health Insurance	14,838	133,546
Retiree Health Insurance	10,000	90,000
Unemployment Insurance	116,667	1,050,000
Vacation/PTO Liability	8,640	77,760
Utilities	75,000	675,000
AMSOIL Bond payment	95,903	863,128
Bldg/Liability Insurance	28,000	252,000
Contract Services	9,300	83,700
Annual Audit	3,333	30,000
Supplies	<u>5,000</u>	<u>45,000</u>
Total Expenses	460,592	4,145,328
Estimated Loss	(199,554)	(1,795,987)

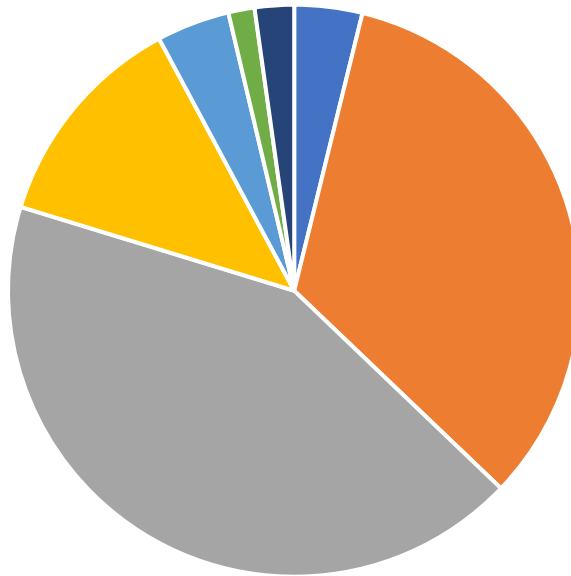
Revenues

- Monthly Contracts
- Tourism Taxes
- UMD Lease Revenue
- Parking
- Bentleyville car staging
- Ice Rental
- Irvin
- Covid Testing (through Dec)
- DSSO/Ballet
- Events



Expenses

- Vacation/PTO Liability
- Utilities
- AMSOIL Bond payment
- Bldg/Liability Insurance
- Contract Services
- Annual Audit
- Supplies





Payment Register

DECC Operating Cash

Tuesday, August 18, 2020 - Monday, August 24, 2020

Date	Check Reference	Method	Name	Status	Amount	Bank Amount	Open	Difference Cleared/Vld
08/21/2020	000001236	EFT	ING (INGXXXX)	Open	2,167.25		2,167.25	
08/21/2020	000001237	EFT	MINNESOTA DEPT OF REVENUE (MNTAXES)	Open	5,872.00		5,872.00	
08/21/2020	66878	Auto Check	DULUTH ENTERTAINMENT AND CONVENTION CENT (FLEXDEC)	Open	457.34		457.34	
08/21/2020	66879	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEDEINT)	Open	740.00		740.00	
08/21/2020	66880	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEXXXX)	Open	12,805.00		12,805.00	
08/24/2020	66881	Auto Check	CITON CORPORATION (CITONXX)	Open	1,627.50		1,627.50	
08/24/2020	66882	Auto Check	City of Duluth Comfort Systems (WATGASX)	Open	6,625.00		6,625.00	
08/24/2020	66883	Auto Check	City of Duluth Comfort Systems (WATGASX)	Void Stub				
08/24/2020	66884	Auto Check	Duluth Energy Systems (DUSTEAM)	Open	6,294.06		6,294.06	
08/24/2020	66885	Auto Check	FASTER SOLUTIONS (FASTSOL)	Open	195.00		195.00	
08/24/2020	66886	Auto Check	FIRE FIGHTER'S MUTUAL AID ASSOCIATION (FIREMUT)	Open	154.00		154.00	
08/24/2020	66887	Auto Check	JOHNSON CONTROLS, INC. (JOHNSCO)	Open	576.00		576.00	
08/24/2020	66888	Auto Check	JOHNSON, KILLEN & SEILER, P.A. (JOHNKIL)	Open	2,882.50		2,882.50	
08/24/2020	66889	Auto Check	Kara Aiken (@ONETIM)	Open	573.69		573.69	
08/24/2020	66890	Auto Check	Peterson Septic Pumping, L.L.C. (PSEPTIC)	Open	130.00		130.00	
08/24/2020	66891	Auto Check	SPS COMPANIES INC. (DULPLUM)	Open	14.79		14.79	
08/24/2020	66892	Auto Check	SUPERIOR USA CORPORATION (SUPUSAC)	Open	41.25		41.25	
08/24/2020	66893	Auto Check	VISIT DULUTH (DULCONV)	Open	400.00		400.00	
Grand Totals:					41,555.38	0.00	41,555.38	0.00



Payment Register

DECC Operating Cash

Tuesday, August 25, 2020 - Monday, August 31, 2020

Date	Check Reference	Method	Name	Status	Amount	Bank Amount	Open	Difference	Cleared/Vld
08/31/2020	66894	Auto Check	Bermick's - Pepsi of Duluth (PEPSIXX)	Open	147.31		147.31		
08/31/2020	66895	Auto Check	CenturyLink (QWEST04)	Open	39.44		39.44		
08/31/2020	66896	Auto Check	Duluth Dance Center (0005198)	Open	200.00		200.00		
08/31/2020	66897	Auto Check	Minnesota Power (MNPOWER)	Open	53,049.78		53,049.78		
08/31/2020	66898	Auto Check	TWIN PORTS TESTING II, INC (@ONETIM)	Open	312.50		312.50		
08/31/2020	66899	Auto Check	U.S. BANK CORP./World Perks Visa (USBANKX)	Open	2,046.07		2,046.07		
08/31/2020	66900	Auto Check	U.S. BANK CORP./World Perks Visa (USBANKX)	Open	32.63		32.63		
Grand Totals:					55,827.73	0.00	55,827.73	0.00	



Payment Register

DECC Operating Cash

Tuesday, September 1, 2020 - Monday, September 7, 2020

Date	Check Reference	Method	Name	Status	Amount	Bank Amount	Open	Difference	Cleared/Avd
09/04/2020	000001238	EFT	ING (INGXXXX)	Open	1,097.31		1,097.31		
09/04/2020	000001239	EFT	PERA (PERAXX2)	Open	2,655.30		2,655.30		
09/04/2020	66901	Auto Check	ROGER REINERT (@ONETIM)	Open	2,992.79		2,992.79		
09/04/2020	66902	Auto Check	DULUTH ENTERTAINMENT AND CONVENTION CENT (FLEXDEC)	Open	418.88		418.88		
09/04/2020	66903	Auto Check	Duluth Joint Powers Enterprise Trust, CO	Open	12,090.00		12,090.00		
09/04/2020	66904	Auto Check	Wells Fargo IRT (JPEXXXX)	Open	331.58		331.58		
09/04/2020	66905	Auto Check	I U O E LOCAL #70 (IUOEXXX)	Open	96.00		96.00		
09/07/2020	66906	Auto Check	NCPERS GROUP LIFE INSURANCE (PERALIF)	Open	292.01		292.01		
09/07/2020	66907	Auto Check	Charter Communications (0007223)	Open	32.36		32.36		
09/07/2020	66908	Auto Check	DAKOTA BEEM (@ONETIM)	Open	8,632.60		8,632.60		
09/07/2020	66909	Auto Check	Duluth Joint Powers Enterprise Trust, CO	Open	394.95		394.95		
09/07/2020	66910	Auto Check	Wells Fargo IRT (JPEXXXX)	Open	137.19		137.19		
09/07/2020	66911	Auto Check	Leaf (LEAF)	Open	963.80		963.80		
09/07/2020	66912	Auto Check	SAM'S CLUB MC/SYNCR (SAMSXXX)	Open	41.25		41.25		
09/07/2020	66913	Auto Check	STATE INDUSTRIAL PRODUCTS (STATECH)	Open	177.63		177.63		
			SUPERIOR USA CORPORATION (SUPUSAC)	Open					
			TWIN PORTS PAPER & SUPPLY INC (TWNPRPTS)	Open					
Grand Totals:					30,353.65	0.00	30,353.65	0.00	



Payment Register

DECC Operating Cash

Tuesday, September 8, 2020 - Monday, September 14, 2020

<u>Date</u>	<u>Check Reference</u>	<u>Method</u>	<u>Name</u>	<u>Status</u>	<u>Amount</u>	<u>Bank Amount</u>	<u>Open</u>	<u>Difference</u>	<u>Cleared/V/d</u>
09/14/2020	66914	Auto Check	ARROWHEAD PRINTING, INC. (ARROWHE)	Open	240.47		240.47		
09/14/2020	66915	Auto Check	Bernick's - Pepsi of Duluth (PEPSIXX)	Open	152.53		152.53		
09/14/2020	66916	Auto Check	CITON CORPORATION (CITONXX)	Open	150.00		150.00		
09/14/2020	66917	Auto Check	City of Duluth Comfort Systems (WATGASX)	Open	7,492.06		7,492.06		
09/14/2020	66918	Auto Check	City of Duluth Comfort Systems (WATGASX)	Void Stub					
09/14/2020	66919	Auto Check	Duluth Energy Systems (DUSTEAM)	Open	5,930.34		5,930.34		
09/14/2020	66920	Auto Check	INTER CITY OIL CO., INC. (INTCITO)	Open	61.81		61.81		
09/14/2020	66921	Auto Check	NEXTERA COMMUNICATIONS (NEXTERA)	Open	129.31		129.31		
09/14/2020	66922	Auto Check	NORTHERN DOOR & HARDWARE, INC. (NRNDOOR)	Open	32.06		32.06		
09/14/2020	66923	Auto Check	TERCH & ASSOCIATES (TERCHXX)	Open	1,000.00		1,000.00		
Grand Totals:					15,188.58	0.00	15,188.58	0.00	



Payment Register

DECC Operating Cash

Tuesday, September 15, 2020 - Monday, September 21, 2020

Date	Check Reference	Method	Name	Status	Amount	Bank Amount	Open	Difference	Cleared/V/d
09/15/2020	66924	Auto Check	Jack Harrington (@ONETIM)	Open	198.44		198.44		
09/18/2020	000001240	EFT	ING (INGXXXX)	Open	1,095.76		1,095.76		
09/18/2020	000001241	EFT	PERA (PERAXX2)	Open	7,141.00		7,141.00		
09/18/2020	66925	Auto Check	DULUTH ENTERTAINMENT AND CONVENTION CENT (FLEXDEC)	Open	568.88		568.88		
09/18/2020	66926	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEDEENT)	Open	887.00		887.00		
09/18/2020	66927	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEXXXX)	Open	13,295.00		13,295.00		
09/21/2020	66928	Auto Check	Artforms Inc. (ARTFORM)	Open	751.78		751.78		
09/21/2020	66929	Auto Check	CITON CORPORATION (CITONXX)	Open	400.00		400.00		
09/21/2020	66930	Auto Check	City of Duluth - Parks and Recreation (PARKSXX)	Open	345.00		345.00		
09/21/2020	66931	Auto Check	ERICKSON POST CARDS & SOUVENIRS (ERICKSP)	Open	9,085.05		9,085.05		
09/21/2020	66932	Auto Check	Jennifer McDade (MCDADEX)	Open	454.50		454.50		
09/21/2020	66933	Auto Check	League of Minnesota Cities Insurance Trust (0005017)	Open	1,975.00		1,975.00		
09/21/2020	66934	Auto Check	MIN Dept of Labor & Industry (0008369)	Open	1,600.00		1,600.00		
09/21/2020	66935	Auto Check	NORTHERN DOOR & HARDWARE, INC. (NRNDOOR)	Open	53.44		53.44		
Grand Totals:					37,850.85	0.00	37,850.85	0.00	

UPCOMING EVENTS BY DATE

August - October 2020

MONTH	DATE	EVENT	GUESTS	SPACE	Notes	Rent	Expo/IT	Catering/ Bar	Total
AUG	20-23	Celebration Talent Competition	1,000	Symphony Hall	Moved from April	\$8,310			\$8,310
	20	Leadership Duluth Kick-Off	44	DECC Ticket Lobby		\$250			\$250
	27	FUSE Duluth Speaker on Irvin	40	Irvin		\$250		\$200	\$450
August Total \$9,010									
SEPT	8-9	Donald J Trump for President	250	Harbor Side ballroom		\$5,140	\$1,365		\$6,505
	11	LSRM & NSSR Board Meeting	12	Solon Board Room		\$325			\$325
	15	Chamber After Hours	40	South Pioneer Hall		\$0		\$130	\$130
	19-20	MTMI - Breast Imaging Conf	40	Horizon Level, HSCC		\$2,950	\$751	\$638	\$4,339
	24	BNI Lake Superior	50	South Pioneer Hall		\$495		\$200	\$695
	28-29	MN Assn of Assessing Officers	80	HSCC		\$4,300	\$621	\$865	\$5,786
September Total \$17,780									
OCT	1	Artic Compressor	25	Ed Fitz Exhibit Hall		\$1,350			\$1,350
	10	MN Mayhem Fitness	150/150	Symphony Hall	2 events (womens / mens)	\$4,200	\$170		\$4,370
	18	DSSO Season Opener (2 performances)	200/200	Symphony Hall	Small Audience + Streaming	\$8,500			\$8,500
October Total \$37,995									

Non-Revenue Public Service Events

September 2020 Board Report

Start Date	End Date	Public Service Event
08/07/20	08/07/20	Movies In The Parking Lot Harriet
08/21/20	08/21/20	Movies In The Parking Lot Peanut Butter Falcon
08/28/20	08/28/20	Movies In The Parking Lot Abominable
09/11/20	09/11/20	City of Duluth Fire Department 9/11 Event
09/17/20	09/17/20	City of Duluth LMC Mini Meet Up
09/24/20	09/24/20	City of Duluth Drive Through Flu Shot Clinic
11/11/20	11/11/20	Red Cross/UMD Athletics Blood Drive

Non-Revenue Administrative Events

September 2020 Board Report

Start Date	End Date	Administrative Event
09/15/20	09/15/20	Chamber After Hours
09/30/20	09/30/20	DECC Board Meeting
10/28/20	10/28/20	DECC Board Meeting
11/18/20	11/18/20	DECC Board Meeting

Ticketmaster Contract Renewal Highlights

Ticketmaster Exclusive Ticketing Provider 5 Year Term

One-Time Contingent Volume Sales Payment

- Tied to volume over 5 years of 147,000 tickets with a two-year cushion
- Payable February 2021

Annual Advertising Allowance Payable February 2021 then annually in July

- Product credit to cover fan e-mail notifications
- Increased e-mail notification allowance from 2M to 4M

Hardware & Software

- Upgrades to accommodate physical distance pods and real-time fan communication
- Estimated upgrade value of \$80,000 to hardware and software

Convenience Fees

- Standard per-ticket charge was reduced
- Standard flat per-ticket charge for Shrine Circus & Hairball

New Revenue Streams

- Ticketmaster's per-order fee reduced by 25% (\$4 to \$3)
 - Flexibility to increase – excess of \$3 is DECC revenue
- UNIVERSE Software – free license agreement
 - Flat per-ticket transaction fee
 - Ability to increase – additional fees beyond flat rate is DECC revenue
 - Ability to sell non-traditional GA events such as trade shows, community events, and non-DECC events such as dance shows or drive-ins
- \$5.00 will-call fee is now 100% DECC revenue
 - On-line and in-person DECC Ticket Office Concert Pickup (including Artist Fan Club/VIP/Plat)



Legislation Details (With Text)

File #: 20-0750R **Name:**

Type: Resolution **Status:** Agenda Ready

File created: 9/23/2020 **In control:** Recreation, Libraries and Authorities

On agenda: 9/28/2020 **Final action:**

Title: RESOLUTION SUPPORTING THE FEDERAL GOVERNMENT EXTENDING ELIGIBILITY FOR COVID-19 RELIEF FUNDING FOR QUASI-GOVERNMENTAL ENTITIES, SUCH AS THE DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY AND THE SPIRIT MOUNTAIN RECREATION AREA AUTHORITY.

Sponsors: Arik Forsman

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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RESOLUTION SUPPORTING THE FEDERAL GOVERNMENT EXTENDING ELIGIBILITY FOR COVID-19 RELIEF FUNDING FOR QUASI-GOVERNMENTAL ENTITIES, SUCH AS THE DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY AND THE SPIRIT MOUNTAIN RECREATION AREA AUTHORITY.

BY COUNCILOR FORSMAN:

WHEREAS, quasi-governmental entities that operate as “enterprise funds” designed to generate revenue to cover operational costs, such as the Duluth entertainment and convention center authority (DECC) and Spirit Mountain recreation area authority (Spirit Mountain), do not currently meet eligibility requirements for any of the various COVID-19 relief packages approved by the federal government; and

Whereas, both the DECC and Spirit Mountain halted and/or significantly scaled back revenue generating operations in 2020 to preserve public health and follow governmental executive orders and best practices; and

WHEREAS, both the DECC and Spirit Mountain have faced significant revenue decreases associated with actions taken to preserve public health; and

WHEREAS, entities like the DECC and Spirit Mountain are not supported by local property tax dollars; but like other businesses or nonprofits, generate revenue from user fees to pay for operational expenses; and

WHEREAS, entities like the DECC and Spirit Mountain do not have independent taxing authority; and

WHEREAS, entities like the DECC and Spirit Mountain are cornerstones of the Duluth and Northeastern Minnesota regional tourism and hospitality industries; and

WHEREAS, entities like the DECC and Spirit Mountain provide hundreds of direct and indirect jobs when operating under normal business conditions.

THEREFORE, BE IT RESOLVED, that the Duluth city council supports the federal government extending eligibility for COVID-19 relief funding for quasi-governmental entities, such as the DECC and Spirit Mountain, that primarily rely on revenue-generation to cover operational costs similar to businesses and nonprofits.

BE IT FURTHER RESOLVED, that the Duluth city council urges the federal government to include past, current and future capital expenses necessary for safe re-opening, payroll expenses, and other incurred costs related to COVID-19 for COVID-19 relief funding to the same extent other businesses and nonprofits have been and are eligible.

STATEMENT OF PURPOSE: The purpose of this resolution is to support eligibility for federal Covid-19 relief funding for quasi-governmental entities, such as the DECC and Spirit Mountain. The DECC and Spirit Mountain have been economically harmed by COVID-19 restrictions and federal relief funding would assist the city and the region recover from the economic downturn caused by the pandemic.

Action Items

DECC Board
September 2020

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE DULUTH ENTERTAINMENT AND CONVENTION CENTER
AND THE CITY OF DULUTH**

THIS AGREEMENT, is by and between the Duluth Entertainment and Convention Center, hereinafter referred to as the “DECC”, and the City of Duluth, hereinafter referred to as “City” for the purpose of rendering services to the DECC.

WHEREAS, the DECC desires to utilize City’s legal staff to provide professional legal services to the DECC per Minnesota Session Laws 1963, Chapter 305, and as amended; and

WHEREAS, the City has represented itself as qualified and willing to perform the professional legal services required by the DECC.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

City agrees to provide professional legal guidance, representation and advice to the DECC at the request of the DECC Executive Director, primarily in the following subject areas: policy development, contract review, public employment/HR issues and COVID-19-related collections. City shall provide no more than 260 total hours of professional legal services per year which averages out to 21.66 hours per month or five hours per week. City shall have the right to decline work from the DECC if the City determines, in its sole discretion, that the DECC work being performed by the City Attorney’s Office together with the additional work being requested by the DECC will exceed the allotted time set forth herein. Additionally, City shall have the right to decline work from the DECC in the event of a conflict of interest or other applicable concern. The DECC shall also have the right to decline engaging the City. In either of these events, the DECC agrees to seek outside counsel at the discretion of its Board and at its own expense.

II. Fees

It is agreed between the parties that DECC shall pay \$171.00 per hour to City pursuant to this agreement. All invoices for payment shall be submitted quarterly to the DECC and directed to the attention of the Executive Director. Invoices for services rendered shall be due and payable within 30 days of issuance by the City, payable into Fund number 110-110-1104-4319 (General, Legislative and Executive, Attorney and Human Rights, Attorney Services).

III. General Terms and Conditions

I. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the DECC and City only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

City represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the DECC Executive Director.

3. Agreement Period

The term of this Agreement shall commence upon the execution by both parties (the "Effective Date") and shall terminate on December 31, 2021, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause.

4. Data and Confidentiality, Records and Inspection

- a. The DECC agrees that it will make available all pertinent information, data and records under its control for City to use in the performance of this Agreement, or to assist City wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by City pursuant to this Agreement will be confidential and protected under the attorney-client, work product and other applicable privileges except to the extent the data are otherwise classified under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA").

5. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto. The parties do not intend to create any third party beneficiary of this Agreement. Neither party nor its employees shall be considered employees of the other and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota shall in no way be the responsibility of the other party. Both parties agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.

6. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial delivery service or by the United States Postal Service, to the following addresses:

DECC: Roger J. Reinert
Interim Executive Director
Duluth Entertainment Convention Center
350 Harbor Drive
Duluth, MN 55802

CITY: Rebecca St. George
City Attorney
Duluth City Attorney's Office
City Hall Room 440
411 West First Street
Duluth, MN 55802

7. Laws, Rules and Regulations

Both parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

8. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

9. Force Majeure

City shall not be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or

must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

10. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

11. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

12. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**DULUTH ENTERTAINMENT
CONVENTION CENTER**

By: _____
Authorized Representative

Date: _____



DECC Data Practices Policy: Data Requests for the Public

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

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Your Right to See Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The law also says that the Duluth Entertainment and Convention Center Authority must keep all government data in a way that makes it easy for you to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Request Public Data

You can ask to look at (inspect) data at our offices, or ask for copies of public data that we keep.

Make a written data request. Make your request by completing the data request form on page 7 and submitting it to the Responsible Authority (page 5) via U.S. mail or email.

If you do not use the data request form, your request must:

- Say that you are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.

You are not required to identify yourself or explain the reason for your data request. However, you may need to provide us with some personal information for practical reasons (for example: if you want us to mail copies to you, you need to provide us with an address or P.O. Box). If we do not understand your request and have no way to contact you, we cannot respond to your request.

How We Will Respond to Your Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.

If we do not have the data, we will notify you in writing via U.S. mail or email within a reasonable period of time.

- If we have the data, but we are not allowed to give it to you, we will tell you as soon as reasonably possible and identify the law that prevents us from providing the data.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place for you to inspect the data at our offices; or

We will provide notice to you about our requirement to prepay for copies.

- You may choose to pick up your copies, or we will mail or email them to you. We will provide electronic copies (such as email or CD-ROM) upon request, if we keep the data in that format and we can reasonably make a copy.
- Response time may be impacted by the size and/or complexity of your request, and also by the number of requests you make in a given period of time.

Following our response, if you do not make arrangements within five (5) business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

We are also not required to respond to questions that are not about your data requests, or requests for government data.

Requests for Summary Data

Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data.

We will prepare summary data if you make your request in writing and pre-pay for the cost of creating the data.

You may use the data request form on page 7 to request summary data. We will respond to your request within ten business days with the data or details of when the data will be ready and how much we will charge you.

DRAFT

Data Practices Contacts

Responsible Authority

Roger J Reinert

350 Harbor Drive
Duluth, MN 55802

p. 218-722-5573

f. 218-722-4247

e. rreinert@decc.org

w. decc.org

Data Practices Compliance Official

Roger J Reinert

350 Harbor Drive
Duluth, MN 55802

p. 218-722-5573

f. 218-722-4247

e. rreinert@decc.org

w. decc.org

Copy Costs - When You Request Public Data

Minnesota Statutes, section 13.03, subdivision 3(c) allows us to charge for copies.

You must pay for the copies before we will give them to you.

Multiple requests made within the same five (5) business-day period will be treated as a single request for the purposes of calculating total copy costs.

If possible, and upon request, we will provide you with an estimation of the total cost of supplying copies.

For 100 or fewer paper copies - 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most other types of copies - actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.

In determining the actual cost of making copies, we include employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

Employee time to make copies is \$18.00 per hour.

If, based on your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate search and retrieval charges at the higher salary/wage.

Data Request Form - Requesting Public Data

Request date:

The data I am requesting:

Describe the data you are requesting as specifically as possible.

I am requesting access to data in the following way:

- Inspection
- Copies
- Both inspection and copies

Note: Inspection is free but we charge for copies.

Contact information (optional)*

Name:

phone number:

email address:

address:

We will respond to your request as soon as reasonably possible.

* You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. We also need contact information if we do not understand your request. We will not work on your request until we can clarify it with you.



DECC Data Practices Policy: Requests for Data About You and Your Rights as a Data Subject

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

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What is a “Data Subject”?

When a government authority has information recorded in any form (paper, harddrive, voicemail, video, email, etc.), that information is called “government data” under the Government Data Practices Act (Minnesota Statutes, Chapter 13). When we can identify you in government data, you are the “data subject” of that data. The Data Practices Act gives you, as a data subject, certain rights. This policy explains your rights and how to request data about you, your minor child, or one for whom you are the legal guardian.

When the DECC Has Data About You

The Duluth Entertainment and Convention Center Authority (DECC) has data on many people, such as employees, job applicants, vendors, and clients. The DECC can collect and keep data about you only when we have a legal purpose to have the data. The DECC must also keep all government data in a way that makes it easy for you to access data about you.

Government data about an individual have one of three “classifications.” These classifications determine who is legally allowed to see the data. Data about you are classified by state law as public, private, or confidential. Here are some examples:

Public Data

The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data. The following are examples of public data about you that we might have:

-
- Employee name; employee ID number, actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; and the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary
 - Job title and bargaining unit; job description; education and training background; and previous work experience
 - Date of first and last employment
 - Existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action
 - Final disposition of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body (a disciplinary action does not become public data if an arbitrator sustains a grievance and reverses all aspects of any disciplinary action)
 - Complete terms of any agreement settling any dispute arising out of an employment relationship, including a buyout agreement as defined in section 123B.143, subdivision 2, paragraph (a); except that the agreement must include

specific reasons for the agreement if it involves the payment of more than \$10,000 of public money

- Work location; a work phone number; badge number; work-related continuing education; and honors and awards received
 - Payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
 - Invoices and purchase orders
 - Budgets
-

Private data

We cannot give private data to the general public. We can share your private data with you, with someone who has your permission, with our government entity staff whose job requires or permits them to see the data, and with others as permitted by law or court order. The following are examples of private data about you that we might have:

-
- Employee performance evaluations
 - Social Security Number
 - Birth date
 - Home address and phone number
 - Checking account numbers
 - Employee health information
 - Passwords
 - Gender and ethnicity
 - Citizenship and Citizen visa code
 - Veteran and disability status
-

Confidential Data

Confidential data have the most protection. Neither the public nor you can access confidential data even when the confidential data are about you. We can share confidential data about you with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. The following is an example of confidential data about you:

-
- Credit card numbers
 - Security Information
-

Your Rights Under the Government Data Practices Act

As a data subject, you have the following rights.

Access to Your Data

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask us not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We will ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

When We Collect Data From You

When we ask you to provide data about yourself that are not public, we must give you a notice called a Tennessee warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent.

You must use the consent form we provide on page 11 if you want us to release data to another person.

Protecting Your Data

The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

When Your Data are Inaccurate or Incomplete

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request For Your Data

You can ask to look at (inspect) data at our offices, or ask for copies of data that we have about you, your minor child, or an individual for whom you have been appointed legal guardian.

Make a written data request. You may make your request by completing the data request form on page 9 and submitting it to the Responsible Authority or someone else listed on page 7 via U.S. mail or email.

We recommend using the sample **Data Request Form - Data Subjects** on page 9. If you do not choose to use the data request form, your request must:

- State you are making a request as a data subject, for data about you, your child, or person for whom you are the legal guardian, under Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.
- Provide proof that you are the data subject or data subject's parent/legal guardian.

We require proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a legal guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity on page 10. If you do not provide proof that you are the data subject, we cannot respond to your request.

How We Respond to a Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- We will ask you to confirm your identity as the data subject.

If we do not have the data, we will notify you in writing via mail or email within 10 business days.

- If we have the data, but the data are confidential or not public data about someone else, we will notify you within 10 business days and identify the law that prevents us from providing the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days by doing one of the following:
 - Arrange a date, time, and place to inspect data in our offices, for free, or
 - Provide you with the data within a reasonable amount of time. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format

We will provide notice to you about our requirement to prepay for copies.

Following our response, if you do not make arrangements within five (5) business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed.

- After we have provided you with your requested data, we do not have to show you the same data again for 6 months unless there is a dispute about the data or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required to respond to questions that are not about your data requests, or that are not requests for government data.

Data Practices Contacts

Responsible Authority

Roger J Reinert

350 Harbor Drive
Duluth, MN 55802

p. 218-722-5573

f. 218-722-4247

e. rreinert@decc.org

w. decc.org

Data Practices Compliance Official

Roger J Reinert

350 Harbor Drive
Duluth, MN 55802

p. 218-722-5573

f. 218-722-4247

e. rreinert@decc.org

w. decc.org

Copy Costs - Data Subjects

Minnesota Statutes, section 13.04, subdivision 3 allows us to charge for copies.

You must pay for the copies before we will give them to you.

Actual Cost of Making the Copies

We will charge the actual cost of making copies for data about you. In determining the actual cost, we include the employee-time to create and send the copies, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs such as postage (if any).

If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

Employee time to make copies is \$18.00 per hour.

Data Request Form - Data Subject

Request date:

Contact information:

Data Subject Name:

Parent/Guardian Name (if applicable):

Phone number:

Email address:

To request data as a data subject, you must show a valid state ID, such as a driver's license, military ID, or passport as proof of identity.

The data I am requesting:

Describe the data you are requesting as specifically as possible:

I am requesting access to data in the following way:

- Inspection
- Copies
- Both inspection and copies

Note: Inspection is free but we charge for copies.

We will respond to your request within 10 business days

To Be Completed By Staff Member Responding to Data Request:

Identity Confirmed:

Date:

Staff Name:

Standards For Verifying Identity

The following constitute proof of identity:

- An adult individual must provide a valid photo ID, such as
 - a driver's license
 - a state-issued ID
 - a tribal ID
 - a military ID
 - a passport
 - the foreign equivalent of any of the above
- A minor individual must provide a valid photo ID, such as
 - a driver's license
 - a state-issued ID (including a school/student ID)
 - a tribal ID
 - a military ID
 - a passport
 - the foreign equivalent of any of the above
- The parent or guardian of a minor must provide a valid photo ID and either
 - a certified copy of the minor's birth certificate or
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage
- The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not inspect data or pick up copies of data in person may be required to provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Data Request Form - Informed Consent Form

AN INDIVIDUAL ASKS THE DECC TO RELEASE HER/HIS PRIVATE DATA TO AN OUTSIDE ENTITY OR PERSON. BECAUSE THE DECC DOES NOT HAVE LEGAL AUTHORITY TO RELEASE THE DATA, IT MUST GET THE INDIVIDUAL'S WRITTEN INFORMED CONSENT.

Explanation of your rights and permission to release

If you have a question about this consent, or would like more explanation before you sign it, please contact:

Roger J Reinert
p. 218-722-5573
e. rreinert@decc.org

Letter of Permission to Release Information:

I, _____, give my permission for the Duluth Entertainment Convention Center (DECC) to release data about me to _____ as described in this consent.

1. The specific data I want the DECC to release include:
2. I understand that I have asked the DECC to release the data.
3. I understand that data are classified as private under Minnesota Statutes § 13.43.
4. I understand that by signing this Informed Consent Form, I am authorizing the DECC to release to the person(s) named above data which would otherwise be private and accessible only to me and to the DECC. I understand that without my informed consent, the DECC could not release data which is

This permission to release expires _____. (optional)

Date: _____

Printed Name: _____ Signature: _____

History

Effective [month, date year]

Approved [month, date year] by name, title

DRAFT

DRAFT

Duluth Entertainment and Convention Center Authority

Strategic Plan

2020



2020 Strategic Plan for the Duluth Entertainment Convention Center

The Duluth Entertainment and Convention Center is an authority created by a 1963 state statute (MN Laws Chapter 305) with eleven board members. The DECC Board of Directors has four members appointed by the Governor of Minnesota and seven members appointed by the Mayor of the City of Duluth. The DECC Board is charged with fiduciary oversight and governance.

Located on the shores of Lake Superior in Duluth, Minnesota, the Duluth Entertainment Convention Center (DECC) offers world-class events spanning conventions, sports, arts and entertainment. Only steps away from charming Canal Park and Downtown Duluth which offer shops, restaurants and hotels. Enjoy panoramic views of the Aerial Lift Bridge and Duluth Harbor from DECC event spaces.

The DECC is home to the Duluth Superior Symphony Orchestra, Broadway performances, concerts, home and sports shows, the Minnesota Ballet, UMD Men's and Women's Bulldog Hockey and the William A. Irvin ore boat museum.

The DECC is a veteran player in a field where being "green" is now in vogue. The history and commitment to sustainability means that all the events we host bring both economic and environmental benefits to our city. Since June 2003, the DECC has taken steps to integrate sound principles of environmental stewardship in its daily operations and long-range planning. This staff-driven initiative continues to develop solutions to reduce waste, conserve resources and save energy, in a cost-neutral or money-saving way. Many conventions and events continue to be attracted to the DECC in a desire to create greener events. The long-range vision developed several years ago not only positions the DECC to take advantage of its accomplishments in the current atmosphere, but ensures community benefits that will endure.

The Duluth Entertainment and Convention Center Authority Board of Directors and DECC staff have reviewed the Mission, Vision, and Principles and include these values as the foundation for this strategic plan.

Mission

The DECC is committed to providing a multidimensional entertainment and convention facility with high-quality integrated support services that will maximize the economic and social benefit to our business community, our investors, our clients and our customers. We will operate our facility with the highest regard for environmental sustainability.

Vision

[current vision statement]

-
-
-

[Summarizing statement about the mission and vision.]

DRAFT

Strategic Planning

[summary of the history of strategic planning for the DECC]

[summary of the definition of strategic planning and the intent of the DECC]

Strategic Planning Process

[summary of the Board's guiding principles in creating this plan]

The Board desired to develop a plan that addressed the following in four outcomes:

- Organize the priorities into a written plan
- Create a consensus based organizational direction
- Determine the role of the DECC in Duluth and the surrounding communities
- Identify responsibilities for follow-up and action

[summary of work sessions that took place]

Several DECC Board Member and staff driven considerations supported the motivation and timing for the planning process, including:

[examples below]

- Financial – focus on ongoing economic and fiscal challenges
- Efficiency – streamline operations and departments
- Workforce – staffing and succession planning
- Communication – Reaching out to clients and partners

[summary of the work session that finalized the strategies with which to proceed.]

As a result of the discussions, four comprehensive topics emerged that are developed into specific strategies.

Strategies

[summary of the strategies] *Example:*

Factoring into the development of the strategies were the following variables: 1) background information from the 1991 strategic plan; 2) the summer 2020 organizational study; 3) input from the DECC Board and leadership team; and 4) the results of the (#) work sessions. Based on this input, the following four major strategies Operational Excellence; Strong Workforce; Community Engagement and Economic Competitiveness emerged as the most important priorities of the DECC. The list is not in any order of importance or priority. Each strategy includes a few brief words (definitional phrase) to augment the intention and meaning.

1. Operational Excellence – strive for efficiency and effectiveness
2. Productive Workforce – create a strong workplace culture
3. Community Engagement – involve and educate citizens
4. Economic Competitiveness – determine the DECC’s value-added role

Each strategy is comprised of a series of descriptive *Characteristics* and *Goals*. The *Characteristics* identify qualities and considerations within the strategy. The *Goals* are divided into *Action Steps* with assignments and deadlines to track and monitor progress. Each strategy includes three placeholder goals, but the list can be expanded as necessary to address the overall priorities. Under each strategy is a line for *Other Ideas* that may be considered in each strategy.

The strategic plan is designed to be a guide and roadmap for the DECC moving forward. Work sessions from August 26, 2020 to _____ provided the DECC Board and staff an opportunity to develop ideas and ensure that the strategies are consistent with their desires.

Goals

The following (#) Goals are reflected in the strategic plan. Goals are specific projects and activities which implement each strategy.

-
-
-
-
-

Strategy One: Operational Excellence – strive for efficiency and effectiveness

Characteristics

-
-
-

Goals

1. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

2. [goal]

Action Steps	Assigned	Deadline
b. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

3. [goal]

Action Steps	Assigned	Deadline
c. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

Strategy Two: Productive Workforce – create a strong workplace culture

Characteristics

-
-
-

Goals

1. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

2. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

3. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

Strategy Three: Community Engagement – involve and educate citizens

Characteristics

-
-
-

Goals

1. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

2. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

3. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none">• steps (optional)	Board or staff position	Example: 4Q 2021

Strategy Four: Economic Competiveness – Determine the DECC's value-added role

Characteristics

-
-
-

Goals

1. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none"> • steps (optional) 	Board or staff position	Example: 4Q 2021

2. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none"> • steps (optional) 	Board or staff position	Example: 4Q 2021
b. [goal] <ul style="list-style-type: none"> • steps (optional) 	Board or staff position	Example: 4Q 2021

3. [goal]

Action Steps	Assigned	Deadline
a. [goal] <ul style="list-style-type: none"> • steps (optional) 	Board or staff position	Example: 4Q 2021

Implementation

Immediate short term steps have been implemented given current financial and operational capabilities. Immediate necessary action steps include:

- Financial – active management of annual budget expenses and revenues
- Communication – regular and clear communication internally, externally, and to the DECC Board
- Analysis – critical review of current status and forward progress to support and sustain DECC viability

A strategic plan is updated as needed, both informally and formally. It is prudent to officially review and amend the plan as needed and on at least an annual basis, or more frequently, as determined by the DECC Board.

Guiding Principles

The following (number) guiding principles are critical to our day-to-day operations. The method used to accomplish the mission will always revolve around:

1. A consistently high level of guest service
2. Operating in a fiscally responsible manner always recognizing our obligations as a public entity
3. Providing a well maintained facility that is a source of pride for the community
4. Insisting on excellence in all aspects of DECC operations including safety of the public and employees
5. Broad public access to facility and events
6. Partnership with community and regional businesses

More detailed information on each of the principles is available in the DECC administrative office.

Public Use of Space Policy

POLICY

The DECC's Public Use of Space Policy addresses the definition of users, rules of decorum, and event types. It also addresses political candidate, political event, and government official use.

DECC space rented to a Leasing Party ceases to be public property. No public person, candidate, or government official is allowed to go into the leased space against the wishes of the Leasing Party.

Demonstrations may be allowed when the DECC is used for a government function. The DECC will seek counsel from the Duluth City Attorney's office as needed in relation to this Policy.

PROCEDURE

1. Definitions

The following terms shall have the meanings set forth below for the purposes of this Policy:

- 1.1 "Permitted Areas" shall mean the public skywalk, Northwest Passage, and DECC Arena concourse when open to the general public and shall be referred to as the "Permitted Areas".
- 1.2 "Event" shall mean a public gathering pre-approved by the Executive Director as being in compliance with this Policy.
- 1.3 "Candidate" shall mean a person who has filed for office for an election to be held within two (2) years.
- 1.4 "Executive Director" shall mean the then appointed Executive Director of the Duluth Entertainment and Convention Center Authority or his/her designee.
- 1.5 "Government Official" shall mean any elected or appointed representative of any town, city, county, state, tribe or federal government ("Government") or any employee with an executive position within any Government.
- 1.6 "DECC" means the Duluth Entertainment and Convention Center Authority, otherwise known as the Duluth Entertainment Convention Center.
- 1.7 "Public Person" means any person who is not a Candidate or Government Official, not including DECC staff.
- 1.8 "Restricted Area" means areas not open to the general public or any area that is covered under a current rental agreement.
- 1.9 "Leasing Party" means any person or organizations under contract to rent DECC space for personal or organizational event use and any employee, representative, invitee, customer, vendor or contractor to Leasing Party.
- 1.10 "Tenant" means any entity which is the Tenant under a lease with the DECC for property at the DECC and any employee, representative, invitee, customer, vendor or contractor to Tenant.

2. Rules of Decorum

- 2.1 **Conduct at the DECC.** Any party visiting the DECC must observe order and decorum. A person shall neither, by conversation or otherwise, delay or interrupt the activities of the DECC or any Tenant or Leasing Party at the DECC nor disturb any Tenant or Leasing Party or refuse to obey the orders of the Executive Director.
- 2.2 **Merchandise.** No political or campaign merchandise shall be sold within the DECC complex or in areas not open to the general public.
- 2.3 **Masks and Noise Machines.** No masks shall be worn for the purpose of concealing the identity of the person wearing such mask at the DECC. Further, no noise making machines or devices are allowed in the DECC and no voice-altering machines or devices may be used by anyone in the DECC.
- 2.4 **General Conduct.** Any person making disparaging, slanderous, or profane remarks or who willfully utters loud, threatening, or abusive language or engages in any disorderly conduct which would impede, disrupt, or disturb the orderly conduct of the business at the DECC, shall be called to order by the Executive Director and, if such conduct continues, may at the discretion of the Executive Director, be ordered removed and barred from the DECC.
- 2.5 **Offensive Conduct.** No person shall engage in disorderly conduct such as using profane language, yelling or other forms of noisemaking, which disturbs the peace and good order at the DECC.
- 2.6 **Restricted Areas.** No person is allowed in any Restricted Area without prior permission of the Executive Director.
- 2.7 **Permitted Areas.** Visitors are allowed only in the Permitted Areas subject to the following rules:
- 2.7.1 **Open to the General Public.** The area is unlocked and open to the general public and is not being used by a Tenant or Leasing Party.
 - 2.7.2 **Time.** No visitor shall be allowed in the Permitted Area between the hours of 10:00 p.m. and 7:00 a.m.
 - 2.7.3 **Signs and Flags.** Signs and flags brought to the DECC must not exceed 11 inches by 17 inches. Signs must not display profane language or images.
 - 2.7.4 **Obstructing, Entrances, Driveways, and Movement.** No visitor shall obstruct any entrances to, exits from, or other doorways within buildings or driveways or roadways which may impede the fire code or use any object to do the same. Further, no visitor shall obstruct or constrain the movement of any Tenant, Leasing Party or DECC staff member.
 - 2.7.5 **Obstructing Emergency Vehicles and Personnel.** No visitor may obstruct any emergency vehicles or personnel attempting to leave, enter, or maneuver within the DECC or on DECC grounds.

3. Tours

Upon application to the Executive Director, a person may request a tour of the DECC on behalf of a person, Candidate or Government Official. The Executive Director will consider such application and grant or deny permission for the requested tour, or impose any conditions that the Executive Director determines necessary, in order for such tour to comply with the terms of this Policy.

4. Events

- 4.1 The DECC may conduct or sponsor Events at the DECC at such times and in such manner as the Executive Director shall determine to be in furtherance of this Policy.
- 4.2 DECC staff may attend any event as a member of the general public. However, no DECC employee shall participate in political or campaign events while on duty outside of required job responsibilities.

5. Candidates

- 5.1 Candidates may make application for access to the DECC for an appearance in connection with a Candidate campaigning for public office. The Executive Director shall consider such

application and approve or deny or consider the approval of the application in accordance with this Policy.

- 5.2 The DECC is a public facility and shall not discriminate against the content of events. The Campaign appearance will be scheduled such as to not interfere with general operations of the DECC. The Campaign appearance must be coordinated with the DECC and/or its Tenant(s), or Leasing Party(ies).
- 5.3 The DECC maintains a policy of “open access to all political parties” in regards to access for campaign events, Candidates, and elected officials seeking to learn about or tour the DECC.
- 5.4 Approving a Candidate’s request for use of the DECC for a campaign event does not signify the DECC’s endorsement of that Candidate.
- 5.5 No DECC staff, Leasing Party, or Tenant will be required to be present for a Campaign appearance aside from the staffing of a social event as represented by a signed lease agreement.

6. Government Officials

- 6.1 Government Officials may make application for access to the DECC to conduct official business of the Government Official with respect to DECC activities. The Executive Director shall consider such application and approve or deny or consider it for approval in accordance with this Policy.
- 6.2 The Executive Director will accommodate an elected official who wants to hold a meeting in their official capacity as an office holder on the DECC’s property.
- 6.3 The DECC is a public facility and shall not discriminate against the content of events. The Government Officials appearance will be scheduled such as to not interfere with general operations of the DECC. The Government Officials appearance must be coordinated with the DECC and/or its Tenant(s), or Leasing Party(ies).
- 6.4 No DECC staff, Leasing Party, or Tenants will be required to be present for a meeting held by a Government Official nor help in the planning of a Government Official’s meeting beyond the normal scope of official duties or operations.

PURPOSE

The DECC recognizes the necessity to ensure effective and efficient operations at the DECC and to establish rules set forth in this Policy which relate to the conduct of persons requesting access to the grounds and facility. This Policy seeks to provide a mechanism to ensure the DECC’s ability to continue operations by providing procedures which allow for reasonable access when necessary. This Policy is meant to allow that every member of the public has an equal opportunity to access the general public areas of the DECC, subject to the reasonable limitations contained in this Policy.

HISTORY

Effective [month, date year]

Approved [month, date year] by name, title

Informational Packet

DECC Board
September 2020

Public Access Information Summary

The information under the following state authorities is contained within the “Board” pages of their websites.

Duluth Seaway Port Authority

- Information Overview
- General admin office contact info – 1 phone number, 1 email address
- Annual Finance Reports
- Press Releases
- Meeting Notice – date, time, location
- Board Members
 - Officer Positions
 - Terms
 - Photos
 - Bios

Duluth Airport Authority

- Agendas – 2019/2020 posted, links to archives back to 2016
 - Minutes – 2019/ 2020 posted, links to archives back to 2016
 - Board Packets and Presentations– 2019/2020 posted, links to archives back to 2016
 - State Auditor reports
 - Press Releases
 - Board Members
 - Officer Positions
 - Terms
 - Photos
 - Bios
-

Recommendation for the DECC Website

- Upcoming Meeting Notice (and link if held via zoom)
- Agendas – posted for each meeting
- Minutes – links posted for current year, then archived for prior years moving forward
- Board Packets and Presentations
- Press Releases
- State Auditor reports
- Board Members
 - Officer Positions
 - Terms
 - Photos
 - Bios
 - Individual Board Member contact information

Coronavirus Relief / Health Care Response / COVID-19 Minnesota Funds Request Form

Please complete this form in accordance with the process instructions.

Agency/Point of Contact: DECC/Roger J. Reinert

Title of Request: DECC CRF Request

Date: 8/24/2020 Request Amount: \$658,898.68

Expenditure Time Period: March 2020 to December 30, 2020

Request Funding Source:

- Coronavirus Relief Fund (if selected complete page 2)
- Health Care Response Fund
- COVID-19 Minnesota Fund

Brief Summary of Request: (Summary must be complete on this page with supporting information attached)

The Duluth Entertainment and Convention Center Authority (DECC) is Minnesota's entertainment and convention center. As a quasi-governmental state authority, we work closely with the City of Duluth and regional hospitality and tourism agencies, serving a vital role in the economy of the surrounding communities. The DECC also serves as the 21st century version of a community armory providing space to meet a variety of public gatherings. The DECC typically employs 471 employees and hosted 513 single and multi-day events in 2019.


We have had a loss of \$2.9 million in revenue (69%) since March 2020 directly related to the COVID-19 pandemic. The DECC is forecasted to have a \$5.9 million loss in revenue (73%) between March and December 2020. The DECC has furloughed 462 employees, or 98.2% of our staff. Our cash reserve is rapidly declining with a net loss of \$232,000 per month due to continued expenses to maintain the building infrastructure, payroll, and to support the Minnesota Unemployment Insurance (MUI) costs. The first MUI 2020 Q2 bill received was \$353,733. We expect this expense to continue for the next three quarters without substantial change. To date, we have not received any financial relief from City, State, or Federal programs. The relief funds distributed to the City of Duluth have been allocated elsewhere. At current pace, our reserve funds will be depleted by December 31, 2020.

We are requesting support through the Coronavirus Relief Fund (CRF) in the amount of \$29,005 for the direct expenses related to the purchase of PPE and sanitization equipment necessary due to the pandemic. We further request reimbursement of \$559,361 in capital expenses which include a touchless parking system in the amount of \$180,452, and touchless keypad entry systems in the amount of \$141,392 to actively combat the spread of the coronavirus. We further request reimbursement of \$70,533 for marketing expenses directly related to publicizing the resumption of events and activities and ensuring a safe event environment.

Receiving this financial relief will allow the DECC to focus on maintaining this critical, regional asset while still complying with the current state capacity restrictions and public health requirements. The DECC's mandate is to survive this pandemic so we can help rebuild our community's economy and revive the hospitality and tourism industry in Northeastern Minnesota.

CRF Fund Request Summary:

- 1) The cost of additional sanitization equipment that is a necessary expense incurred by the pandemic
- 2) Support for the direct, reimbursable capital expenses related to a cashless parking system, touchless entry system
- 3) Support for reimbursable marketing expenses directly related to the safe resumption of activities


Department Head Signature

August 24, 2020
Date

Coronavirus Relief Fund (CRF) Categories

Medical Expenses	<input type="checkbox"/> Costs incurred by public hospitals, clinics, and similar facilities
	<input type="checkbox"/> Establishing temporary public medical facilities and other measures to increase treatment capacity, including related construction costs
	<input type="checkbox"/> Testing, including serological testing
	<input type="checkbox"/> Emergency medical response expenses, including emergency medical transportation
	<input type="checkbox"/> Establishing and operating public telemedicine capabilities for COVID-19 related treatment
Public Health Expenses	<input type="checkbox"/> Communication and enforcement of public health orders related to COVID-19.
	<input type="checkbox"/> Acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers
	<input checked="" type="checkbox"/> Disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency
	<input type="checkbox"/> Technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety
	<input type="checkbox"/> Public safety measures undertaken in response to COVID-19
	<input type="checkbox"/> Expenses for quarantining individuals
	<input checked="" type="checkbox"/> Contact tracing
Payroll Expenses	<input type="checkbox"/> Recovery planning projects or operating a recovery coordination office
	<input type="checkbox"/> Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
Compliance with Public Health Measures	<input type="checkbox"/> Food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
	<input checked="" type="checkbox"/> Facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
	<input checked="" type="checkbox"/> Improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions
	<input checked="" type="checkbox"/> Providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions
	<input type="checkbox"/> Maintaining state prisons and county jails, including sanitation and the improvement of social distancing measures, to enable compliance with COVID-19 public health precautions
	<input type="checkbox"/> Care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions
Economic Support	<input checked="" type="checkbox"/> Provision of grants to small businesses to reimburse the costs of business interruption caused by required closures
	<input type="checkbox"/> Expenditures related to a state, territorial, local, or tribal government payroll support program.
	<input type="checkbox"/> Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise
	<input type="checkbox"/> Facilitation of livestock depopulation incurred by producers due to supply chain disruption
	<input type="checkbox"/> Programs designed to prevent eviction and assist in preventing homelessness due to COVID-19 public health emergency
	<input type="checkbox"/> Employment and training programs for employees that have been furloughed due to the COVID-19 public health emergency
	<input type="checkbox"/> Emergency financial assistance to individuals or families directly impacted by loss of income
Other	<input type="checkbox"/> Other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria. If this category is selected, please explain further here:

CRF Fund Request Confirmations

- **Confirm that your CRF funding request meets federal guidance: (1) as a necessary expenditure to respond to the COVID-19 public health emergency, (2) is not accounted in the current biennial budget and (3) funds will be expended by December 30, 2020.**
- **Confirm that your CRF funding request does NOT include expenses that cover:**
 - The state's share of Medicaid costs
 - Damages covered by insurance
 - Payroll or benefits of employees whose work duties are not substantially dedicated to mitigating or responding to COVID-19
 - Costs reimbursed under other federal programs or funding sources
 - Reimbursement to donors for donated items or services
 - Workforce bonuses other than hazard pay or overtime
 - Severance pay
 - Government revenue replacement, including provision of assistance to individuals or businesses to meet tax obligations
- **Confirm that your agency will maintain records related to these expenses that will be sufficient to demonstrate that they are in accordance with the requirements of the CARES Act.**
- **Confirm that your agency has the approval of the lead of the selected work group to submit this proposal.**

Duluth Entertainment Convention Center (DECC) CRF Request

Expenses for March 2020 - December 2020 directly related to COVID-19

COVID-19 PPE and Sanitation Equipment	\$29,004.68
Barricades and Safety Barriers	\$13,236.00
Cleaning supplies, gloves, and hand sanitizer	\$5,701.38
Face Masks and Face Shields	\$2,539.14
Disinfecting Machinery and Foggers	\$7,271.00
Supplies to mark barriers for customer lines	\$257.16

Expenses for COVID-19 Public Health Safety	\$559,361.00
Automated (touchless, cashless) parking systems	\$180,452.00
Touchless, keyless door entry systems	\$141,392.00
Mobile entry pedestals	\$24,371.00
Health and Safety Officer Training	\$6,342.00
Video Menu Boards for Concession Stands	\$42,136.00
Magnetometer for contactless guest security entry	\$36,349.00
Tensa barriers and barricades for line entries	\$25,184.00
HR Consultation Contract due to COVID-19 Employment Policies	\$12,000.00
DECC Mobile App for ticketing, wayfinding, parking, concessions ordering	\$62,462.00
Thermal Imaging for Guest Entry	\$28,673.00

Marketing and Public Relations	\$70,533.00
Marketing Expenses to promote a safe environment for activities	\$37,842.00
Touchless Guest Entry Signage	\$5,443.00
Sales and Marketing expenses to promote the resumption of events and activities	\$27,248.00

Total amount requested	\$658,898.68
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Duluth Entertainment
Convention Center

September 11, 2020

Josh Berlo
University of Minnesota Duluth
1216 Ordean Court, 170 SPHC
Duluth, MN 55812

RE: UMD use of the Duluth Entertainment Convention Center, Fall 2020

Dear Mr. Berlo:

The DECC appreciates the ongoing relationship we have had with UMD, and UMD athletics, for over a half century. While these past few months living with the effects of a global pandemic have been challenging, we remain committed to that relationship.

The DECC's current financial situation makes it impossible to guarantee access to ice time for UMD athletics in the coming months without some access to revenue to cover ice operation expenses. We understand that you have offered to make an early payment of a portion of the rent due and owing under the Lease Agreement dated November 18, 2010 between the DECC and UMD (the "Lease"), in order to assist with our current financial strain.

Specifically, we understand that, no later than September 30, you will make a payment in the amount of \$105,000 as an advance toward the rent that otherwise would come due on December 20, 2020, in exchange for our agreement to ensure that UMD has access to the ice sheet commencing on the date of this letter through the end of the calendar year.

Additionally, we will ensure that UMD has continuous access to the Bulldog Hockey team complex and all other areas of the DECC to which UMD is entitled to use pursuant to the Lease. We will also ensure that those areas continue to be serviced as required by the Lease.

We trust you will keep us up-to-date as decisions are made about the season, and the DECC is committed to continuing this dialogue in the months to come.



Duluth Entertainment
Convention Center

Thank you again for your collaboration with the DECC. Without UMD and Bulldog Hockey, there would be no Amsoil Arena.

Please evidence your understanding and acceptance of the terms of this Letter signing and returning a copy of this letter to the undersigned.

Sincerely,

Roger J. Reinert
Interim Executive Director, DECC

Understood and Agreed:

Josh Berlo
Athletic Director, UMD

Date: 9.14.20