

DECC BOARD OF DIRECTORS MEETING

Video-Conference via Zoom
Wednesday, January 27, 2021
11:30 AM to 1:00 PM

- I. **APPROVAL OF AGENDA** *Action Item*

- II. **APPROVAL OF MINUTES** *Action Item*
Regular Board Meeting on December 30, 2020

- III. **APPROVAL OF CHECK RUN** *Action Item*
Check Run - December 2020

- IV. **EXECUTIVE DIRECTOR REPORT**
 - a. December 2020 Finance Report
 - b. Operational Highlights

- V. **COMMITTEE REPORTS**
 - a. Executive
 - b. Finance
 - c. Governance
 - d. Personnel

- VI. **OLD BUSINESS**
 - a. DECC Enabling Legislation Revisions

- VII. **NEW BUSINESS**
 - a. UMD 2020 Annual Presentation – *Josh Berlo, UMD Athletic Director*
 - b. New Committee Assignments

- VIII. **ADJOURNMENT**

- IX. **UPCOMING MEETINGS**

Our next regular business meeting is scheduled for Wednesday, February 24, 2021 at 11:30 AM. Location to be determined.

February: Great Lakes Cruising/CBP Facility Update

DECC BOARD REPORT

JANUARY 2021

- Minutes
- Check Run
- Executive Director Report
- Action Items
- Staff Reports
- Informational Packet

DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY
REGULAR BOARD MEETING
December 30, 2020

A Regular Board Meeting was held Wednesday, December 30th, 2020 via Zoom.

Board Members Present: Chair Karen Pionk, Vice Chair Pat Mullen, Secretary Lynne Williams, Roz Randorf, Peter Singler, Laura Mullen, Bill Nelson, Don Ness, Carrie Heffernan, Mary Finnegan

Board Members Absent: Martha Bremer

DECC Staff Present: Roger Reinert, Caty Kaups, Renae Matt

Others Present: Incoming Board Member - Matt Baumgartner, Members of the Public, Media

CALL TO ORDER and QUORUM: Pionk called the meeting to order at 11:33 AM. A quorum of directors was present.

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

MOTION: P. Mullen made a motion to approve the meeting minutes from the regular meeting on November 18, 2020 and a special meeting on November 30, 2020. Finnegan seconded. The minutes were approved unanimously.

The Board took some time to acknowledge the guests and also welcome incoming board member, Matt Baumgartner, who was appointed to fill the vacant seat beginning January 1, 2021 after Pionk's term expires.

MOTION: A motion was requested to approve the November 2020 check run. Randorf made the motion and P. Mullen seconded. The motion passed unanimously.

Executive Director Report

The Board was given a brief update regarding the November financials, and it was noted they were consistent with the expenses and revenues previously projected.

MOTION: Randorf made a motion to approve the November 2020 Finance Report. Nelson seconded and the motion carried.

Additionally, the Board was presented with information regarding a summary of the current situations involving the Minnesota Unemployment Relief, MN Legislative Special Session Operational Assistance, the invoice processing of the UMD 2021 Lease Payment, and the contracts with the City of Duluth for management of the Blue Bridge and Bayfront Festival Park.

Heffernan joined the meeting at 11:43 AM.

The Board was briefed on utility expenses with MN Power, and conversations being had regarding paying actual usage versus peak usage, which had been the previous arrangement. It was noted that the ice plant in Pioneer Hall is one of the DECC's top three capital expenses due to its age and lack of energy efficiency.

The Board was also presented with an overview of the first quarter financial projections for 2021, with a reminder of the progress that has been made to reduce the monthly expenses and total

expected losses since earlier in the pandemic. Additionally, it was noted that the DECC may be eligible for some financial relief through the COVID-19 Relief Bill under the Save Our Stages Act, but more information is needed for clarification on details.

The Board was given a summary of areas to consider as the DECC moves closer to re-emerging from the pandemic, including expired contracts, staffing models, HR and financial policies and procedures, and job descriptions. They were also updated on tasks that have been assigned to the Sales and Event Planning team, and projects they have been working on, including virtual mapping and building a partnership to have a virtual event center available for clients.

Committee Reports

Executive: The Executive Committee reported that they had discussions regarding legislative changes to allow the DECC promotional and marketing activities. It was noted that this would not be mandatory, but would better align the DECC for future possibilities, should the Board decide to move in that direction. The Executive Committee reported that the primary focus going into 2021 will be to begin the search for an Executive Director, reassign committees, and revive the Strategic Planning process.

Finance: The Finance Committee reported that future meetings will be focusing on capital needs and parking discussions.

Governance: The Governance Committee presented a summary of the Mission Statement survey that had been distributed to both board members and staff.

Personnel: No report.

Old Business

DECC/Visit Duluth Working Group Update: Several board members expressed appreciation to the groups that had taken the time to pursue the possibilities of a joint operating agreement with Visit Duluth. It was noted that, although it has been decided not to take any action at this time, the board should continue moving forward and exploring possibilities that would be best for the DECC and those it serves.

New Business

2021 Legislative Priorities List: A list of three legislative priorities were brought forward for the Board to consider, including support for legislative assistance related to the request on unemployment liability, support for legislative assistance with the 2021 and 2022 AMSOIL Arena bond payments, and legislative support for timely updates to the DECC enabling legislation. The board took time to discuss each of these in more detail.

MOTION: Ness made a motion to approve the legislative priorities with the understanding that more specific language regarding the enabling legislation will be presented to the Board at the January meeting. L. Mullen seconded and the motion carried.

It was agreed that, moving forward, action items should be reviewed by relevant committees for their recommendations prior to being presented to the full Board for action.

Updates to COVID-19 Organizational Policy: The Board took some time for questions related to the policy updates. It was recommended that the policy be reviewed by the Personnel Committee then brought back to the Board for action in January.

MOTION: Singler made a motion to assign the COVID-19 Organizational Policy updates to the Personnel Committee for review. P. Mullen seconded and the motion carried.

The Board took time to thank Pionk for her years of service, dedication, and leadership, and wish her farewell.

Comments from P. Mullen: The Board was informed of plans to prepare for the start of 2021, including reassignment of committees, the addition of Ad hoc committees, and a survey to be distributed which will help determine each board member's committee preferences. It was noted that the new committee assignments will be presented at the January meeting.

The Board was informed that Josh Berlo from UMD Athletics may be a guest for the January board meeting to present his annual update.

ADJOURNMENT: L. Mullen made a motion to adjourn which was seconded by Randorf. The meeting adjourned at 1:05 PM.

Upcoming Meetings

The next regular meeting will be held January 27, 2021 at 11:30 AM. Location to be determined.

Minutes reported by Renae Matt, Executive Assistant.

Submitted by:

Karen Pionk, Chair

Lynne Williams, Secretary



Payment Register



DECC Operating Cash

Tuesday, December 22, 2020 - Monday, December 28, 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/Vd</u>
12/25/2020	000001258	EFT	ING (INGXXXX)	Open	925.00		925.00		
12/25/2020	000001259	EFT	PERA (PERAXX2)	Open	5,163.42		5,163.42		
12/28/2020	67100	Auto Check	ARROWHEAD PRINTING, INC. (ARROWHE)	Open	532.24		532.24		
12/28/2020	67101	Auto Check	CenturyLink (QWEST04)	Open	39.81		39.81		
12/28/2020	67102	Auto Check	CITON CORPORATION (CITONXX)	Open	1,371.50		1,371.50		
12/28/2020	67103	Auto Check	DALCO (DALCOCO)	Open	67.88		67.88		
12/28/2020	67104	Auto Check	DULUTH ENTERTAINMENT AND CONVENTION CENT (FLEXDEC)	Open	479.94		479.94		
12/28/2020	67105	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEDENT)	Open	788.00		788.00		
12/28/2020	67106	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEXXXX)	Open	9,680.00		9,680.00		
12/28/2020	67107	Auto Check	DVS RENEWAL (DVSRENE)	Open	99.25		99.25		
12/28/2020	67108	Auto Check	DVS RENEWAL (DVSRENE)	Open	99.25		99.25		
12/28/2020	67109	Auto Check	FASTER SOLUTIONS (FASTSOL)	Open	45.00		45.00		
12/28/2020	67110	Auto Check	GPM Inc. (0007978)	Open	8,035.41		8,035.41		
12/28/2020	67111	Auto Check	GRAINGER (GRAINGE)	Open	110.78		110.78		
12/28/2020	67112	Auto Check	Jorson & Carlson, INC. (JORSONX)	Open	60.98		60.98		
12/28/2020	67113	Auto Check	TWIN PORTS PAPER & SUPPLY INC (TWNPRTS)	Open	298.97		298.97		
Grand Totals:					27,797.43	0.00	27,797.43	0.00	



Payment Register

DECC Operating Cash

Tuesday, December 29, 2020 - Monday, January 4, 2021

<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 Cleared/Vd</u>
12/31/2020	67115	Auto Check	DULUTH 10 THEATRE (DULUTHX)	Open	2,125.00		2,125.00	
12/31/2020	67116	Auto Check	ROGER REINERT (@ONETIM)	Open	294.00		294.00	
12/31/2020	67117	Auto Check	SAM'S CLUB MC/SYNCB (SAMSXXX)	Open	34.61		34.61	
12/31/2020	67118	Auto Check	U.S. BANK CORP./World Perks Visa (USBANKX)	Open	16.31		16.31	
12/31/2020	67119	Auto Check	U.S. BANK CORP./World Perks Visa (USBANKX)	Open	1,229.52		1,229.52	
12/31/2020	67120	Auto Check	Minnesota Power (MNPOWER)	Open	132,860.30		132,860.30	
Grand Totals:					136,559.74	0.00	136,559.74	0.00



Payment Register

DECC Operating Cash

Tuesday, January 5, 2021 - Monday, January 11, 2021

Date	Check Reference	Method	Name	Status	Amount	Bank Amount	Open	Difference	Cleared/Vd
01/08/2021	000001260	EFT	ING (INGXXXX)	Open	925.00		925.00		
01/08/2021	000001261	EFT	PERA (PERAXX2)	Open	5,278.46		5,278.46		
01/11/2021	67121	Auto Check	DULUTH ENTERTAINMENT AND CONVENTION CENT (FLEXDEC)	Open	512.54		512.54		
01/11/2021	67122	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEXXXX)	Open	8,965.00		8,965.00		
01/11/2021	67123	Auto Check	I U O E LOCAL #70 (IUOEXXX)	Open	296.58		296.58		
01/11/2021	67124	Auto Check	NCPERS GROUP LIFE INSURANCE (PERALIF)	Open	112.00		112.00		
01/11/2021	67125	Auto Check	AMADEUS HOSPITALITY AMERICAS, INC. (AMADEUS)	Open	2,038.56		2,038.56		
01/11/2021	67126	Auto Check	Burggraf's Ace Duluth (BURGGRA)	Open	82.87		82.87		
01/11/2021	67127	Auto Check	Charter Communications (0007223)	Open	292.01		292.01		
01/11/2021	67128	Auto Check	CITON CORPORATION (CITONXX)	Open	687.49		687.49		
01/11/2021	67129	Auto Check	CITY OF DULUTH (CITYCLE)	Open	1,190.50		1,190.50		
01/11/2021	67130	Auto Check	COMO OIL AND PROPANE (COMOOIL)	Open	57.71		57.71		
01/11/2021	67131	Auto Check	Duluth Joint Powers Enterprise Trust, C/O Wells Fargo IRT (JPEXXXX)	Open	9,090.20		9,090.20		
01/11/2021	67132	Auto Check	GRAINGER (GRAINGE)	Open	224.44		224.44		
01/11/2021	67133	Auto Check	INTER CITY OIL CO., INC. (INTCITO)	Open	370.59		370.59		
01/11/2021	67134	Auto Check	Leaf (LEAF)	Open	396.69		396.69		
01/11/2021	67135	Auto Check	League of Minnesota Cities Insurance Trust (0005017)	Open	17,356.00		17,356.00		
01/11/2021	67136	Auto Check	MARSH & McLENNAN AGENCY LLC (MARSHXX)	Open	22,846.00		22,846.00		
01/11/2021	67137	Auto Check	Minnesota Power (MNPOWER)	Open	440.16		440.16		
01/11/2021	67138	Auto Check	Minnesota Power (MNPOWER)	Open	1,014.30		1,014.30		
01/11/2021	67139	Auto Check	Minnesota Power (MNPOWER)	Open	36,476.33		36,476.33		
01/11/2021	67140	Auto Check	NORTHERN ENGINE & SUPPLY, INC (NRNENGI)	Open	270.29		270.29		
01/11/2021	67141	Auto Check	R & R SPECIALTIES, INC. (RRSPECI)	Open	825.95		825.95		
01/11/2021	67142	Auto Check	ROGER REINERT (@ONETIM)	Open	4.75		4.75		
01/11/2021	67143	Auto Check	SUPERIOR USA CORPORATION (SUPUSAC)	Open	37.50		37.50		
01/11/2021	67144	Auto Check	TERCH & ASSOCIATES (TERCHXX)	Open	1,500.00		1,500.00		
01/11/2021	67145	Auto Check	TWIN PORTS PAPER & SUPPLY INC (TWNPRTS)	Open	764.24		764.24		
01/11/2021	67146	Auto Check	INTEGRATED OFFICE SOLUTIONS (INTEGRA)	Open	108.21		108.21		

Payment Register

DECC Operating Cash

Tuesday, January 5, 2021 - Monday, January 11, 2021

<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/Vd</u>
				Grand Totals:	<u>112,164.37</u>	<u>0.00</u>	<u>112,164.37</u>	<u>0.00</u>	

Executive Director Report

DECC Board
January 2021



Executive Director Report

Roger J. Reinert, *Interim*

Wednesday, January 27, 2021

OVERALL OPERATIONS

Safe Seating Plan to Governor's Round Table

Commissioner Grove requested that I forward a draft of our Safe Seating Plan based on a maximum of 750 people (using pods of 150) in AMSOIL Arena. TKDA Architects revised the Safe Seating Plan down from the original pods of 250. We presented it to Commissioner Grove on Friday, January 15th. Also present were DEOL, MDH, and Governors staff. The Safe Seating Plan has been endorsed by Building Safety, the Fire Marshall, Public Health, and Infectious Disease. City of Duluth has asked us to submit a conditional use permit based on the pod system.

Potential Vaccination Site

We have had several conversations with two separate entities regarding use of DECC space as a temporary mass vaccination site. The MDH COVID-19 Testing Site would continue, with the vaccination site located in a different part of the DECC complex. The bid proposals were structured similarly to the MDH testing site ones.

Attendees Return for UMD Hockey

On Friday, January 15th we welcomed the first Bulldog Hockey attendees since March of 2020 for the UMD Women against Ohio State! Mayor Emily Larson, Josh Berlo, and myself were at center ice for puck drop. We maintained a maximum of 150 people, with no food or beverage. The same protocols apply for the UMD Men's games on Saturday, January 23rd (6PM) and Sunday, January 24th (4PM).

Icebreakers Hockey Tournament

The DECC was the primary location for the Youth Hockey Icebreakers Tournament held January 15th – 17th. We hosted 19 games, most of which were in the DECC Arena. The championship games were held in AMSOIL Arena. The tournament was originally supposed to be 68 teams, but it was reduced to 21 due to COVID. Overall, we lost approximately four hours of ice rental due to the EO pause and rescheduling, but we were able to add that rental time back with other non-tournament teams.

Resumption of Activities

External Operations (Venue, Sales, Events) have seen an uptick in contacts since easing of restrictions earlier in January. Sales and Events are actively working with clients that cancelled in 2020 to discuss rescheduling based on the new guidelines and maximum occupancy restrictions.

- Two (2) February social events are tentative.
- One (1) April exhibitor event is planning to move forward.
- Four (4) new wedding groups have contacted us for tours and are hoping for summer 2021 weddings.

Policies Ready for Review and Approval

The policies below have been drafted and routed through legal, or HR, and await review and final approval based on DECC Board action:

- Data Request Policy for the Public
- Data Request Policy for Data Subjects
- Public Use of Space Policy
- Updated COVID-19 Organizational Policy

CONTRACTS

- **Vista:** Addendum, *signed and executed*
- **Marcus:** *Awaiting signed addendum*. Reopened Tuesday, January 12th with schedule of Tuesdays & Friday – Sunday until further notice.
- **Beverage vendor:** *Expired*
- **Advertising:** *No payment since March, 2020*
- **Parking:** *Potential RFP drafted*

FINANCIALS – NOVEMBER

MUI Liability

We were notified that Federal funds will be applied to our DECC account and take the DECC's outstanding balance from \$669,402 to \$371,330 (55% reduction). Per Board direction in the December, 2020, Board meeting I have engaged the Duluth legislative delegation in seeking DEED assistance for forgiveness of the remaining balance under the Commissioner's statutory authority.

MN DEED Convention Center Relief Grant

We submitted our application for the MN DEED Convention Center Relief Grant (CCRG) on January 21st. The legislature included \$5M in the December 18, 2020, special session. Deadline is January 29th. DEED expects to award grants in early February for up to \$500,000 for eligible entities.

St. Louis County Phase 3 CARES Act Funding

We were encouraged to apply for the Phase 3 grant application through St. Louis County. This grant could provide up to \$25,000 for actual COVID-related expense reimbursements.

Save Our Stages Grant

We are currently waiting for the application window to open for the Save Our Stages (SOS) Venue Grant through the U.S. Small Business Administration. SOS will allow reimbursement of up to 45% of the gross earned revenue of the eligible entity during 2019, with a maximum grant award of \$10,000,000.

BOARD REPORT
 Finance Department
 January 27, 2021

MONTHLY FINANCIAL PACKET

1 Financial Reports for December 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	12/28/20		\$ 27,797.43
Check Run	01/04/21		136,559.74
Check Run	01/11/21		112,164.37
Check Run	01/18/21		-
Check Run			
			\$ 276,521.54

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	\$ 1,157,403	-35.0%	of budget

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

Assets**Current Assets**

Operating cash	\$ 161,216
Operating reserve account	900,000
Accounts receivable	205,276
Accts Rec-Tourism Taxes	1,083,775
Inventory	150,162
Prepaid items	1,957
	<u> </u>

Total Current Assets **\$ 2,502,387**

Restricted Assets

Ticket Office deposits	
Cash and cash equivalents	\$ 778,655
Employee flexible benefits plan	
Cash and cash equivalents	8,178
Debt reserve	0
	<u> </u>

Total Restricted Assets **\$ 786,833**

Fixed Assets

Fixed assets	\$ 151,478,472
Less allowance for depreciation	<u>(75,014,288)</u>

Fixed assets (net) **\$ 76,464,184**

Deferred Outflow

Deferred outflow of pension	<u>\$ 312,013</u>
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Other Assets

Bond issue costs	<u>\$ 0</u>
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Total Assets **\$ 80,065,416**

Liabilities and Fund Equity**Liabilities****Current Liabilities (payable from current assets)**

Accounts payable	\$ 227,081
Lease purchase payable	1,072,677
Bond interest payable	0
Bonds payable	0
Accrued salaries payable	35,748
Accrued vacation payable	91,601
Deferred revenue	<u>540,061</u>

Total Current Liabilities (payable from current assets) **\$ 1,967,168**

Current Liabilities (payable from restricted assets)

Ticket Office deposits	\$ 830,180
Employee flexible benefits plan	<u>660</u>

Total Current Liabilities (payable from restricted assets) **\$ 830,840**

Long-Term Liabilities

Net pension liability	3,228,805
Net other postemployment benefits	<u>1,553,850</u>

Total Long Term Liabilities **\$ 4,782,655**

Total Liabilities **\$ 7,580,662**

Deferred Inflow

Deferred inflow of pension	<u>\$ 854,473</u>
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Fund Equity

Contributions (net of accumulated amortization)	\$ 64,700,478
Prior period retained earnings	8,424,005
Current period retained earnings	<u>(1,494,203)</u>

Total Fund Equity **\$ 71,630,280**

Total Liabilities and Fund Equity **\$ 80,065,416**

DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY

CONSOLIDATED MANAGEMENT SUMMARY

DECEMBER 2020

(Summary)

	CURRENT MONTH					YEAR TO DATE				
	BUDGET	ACTUAL	VARIANCE	VAR %	2019	BUDGET	ACTUAL	VARIANCE	VAR %	2019
DPTMTL PROFIT/LOSS:										
BUILDING SERVICES	43,975	68,873	24,898	56.6%	526	535,480	738,207	202,727	37.9%	664,723
PROPERTY MTNC	(208,935)	(100,398)	108,537	51.9%	(225,214)	(2,516,795)	(1,572,055)	944,740	37.5%	(2,475,846)
MARKETING	(12,305)	(8,511)	3,794	30.8%	(16,840)	(182,490)	(88,505)	93,985	51.5%	(125,171)
CATERING	98,245	(582)	(98,827)	-100.6%	(38,753)	1,156,610	279,086	(877,524)	-75.9%	1,489,367
CONCESSIONS	11,765	(46)	(11,811)	-100.4%	(13,132)	116,690	100,098	(16,592)	-14.2%	176,541
ADMINISTRATIVE	(114,690)	(33,528)	81,162	70.8%	(37,787)	(1,456,030)	(919,481)	536,549	36.9%	(1,390,724)
IRVIN	(5,883)	(1,047)	4,836	82.2%	(7,878)	165,028	81,377	(83,651)	-50.7%	(78,203)
TICKET OFFICE	84,460	0	(84,460)	-100.0%	40,081	322,335	40,410	(281,925)	-87.5%	363,102
PARKING	74,655	18,761	(55,894)	-74.9%	54,573	825,170	315,375	(509,795)	-61.8%	716,735
BAYFRONT	0	0	0	0.0%	(930)	68,356	26,209	(42,147)	-61.7%	62,349
NON-OPERATING REVENUES/EXPENSES:										
CITY HOTEL/MOTEL TAXES	148,385	64,300	(84,085)	-56.7%	268,919	1,780,620	1,083,775	(696,845)	-39.1%	1,869,144
NAMING RIGHTS REVENUE	16,663	16,667	4	0.0%	16,663	200,000	200,004	4	0.0%	200,000
ARENA BOND PAYMENTS	(89,390)	(89,390)	0	0.0%	(87,905)	(1,072,680)	(1,072,677)	3	0.0%	(1,054,862)
SUBTOTAL OPERATING PROFIT/LOSS	46,945	(64,900)	(111,845)	-238.2%	(47,676)	(57,706)	(788,177)	(730,471)	-1265.8%	417,153
LESS: DEPRECIATION										
DEPRECIATION (NET)	(61,000)	(61,000)	0	0.0%	358,114	(732,000)	(732,000)	0	0.0%	(290,886)
NET CHANGE IN RETAINED EARNINGS	(14,055)	(125,900)	(111,845)	-795.8%	310,438	(789,706)	(1,520,177)	(730,471)	-92.5%	126,267

DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY

CONSOLIDATED MANAGEMENT SUMMARY

DECEMBER 2020

(Detail)

REVENUES:

	CURRENT MONTH					YEAR TO DATE				
	BUDGET	ACTUAL	VARIANCE	VAR %	2019	BUDGET	ACTUAL	VARIANCE	VAR %	2019
BUILDING SERVICES	257,000	113,268	(143,732)	-55.9%	241,622	2,958,550	1,607,333	(1,351,217)	-45.7%	3,254,039
MARKETING	3,900	0	(3,900)	-100.0%	3,909	46,800	32,092	(14,708)	-31.4%	50,266
CATERING	257,700	0	(257,700)	-100.0%	129,693	3,048,010	711,393	(2,336,617)	-76.7%	3,423,349
CONCESSIONS	67,000	7	(66,993)	-100.0%	28,823	810,700	334,027	(476,673)	-58.8%	894,319
ADMINISTRATIVE	31,450	20,898	(10,552)	-33.6%	37,502	378,100	353,783	(24,317)	-6.4%	381,700
IRVIN	0	0	0	0.0%	0	697,155	295,877	(401,278)	-57.6%	48,009
TICKET OFFICE	112,000	0	(112,000)	-100.0%	68,106	513,000	121,436	(391,564)	-76.3%	657,253
PARKING	114,000	20,322	(93,678)	-82.2%	120,672	1,262,700	491,008	(771,693)	-61.1%	1,298,835
BAYFRONT	0	0	0	0.0%	0	193,166	72,720	(120,446)	-62.4%	191,428
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%	268,919	1,780,620	1,083,775	(696,845)	-39.1%	1,869,144
NAMING RIGHTS REVENUE	16,663	16,667	4	0.0%	16,663	200,000	200,004	4	0.0%	200,000
TOTAL REVENUES	1,008,098	235,463	(772,635)	-76.6%	915,909	11,888,801	5,303,447	(6,585,354)	-55.4%	12,268,343

OPERATING EXPENSES:

BUILDING SERVICES	213,025	44,394	168,631	79.2%	241,096	2,423,070	869,126	1,553,944	64.1%	2,589,317
PROPERTY MTNC	208,935	100,398	108,537	51.9%	225,214	2,516,795	1,572,055	944,740	37.5%	2,475,846
MARKETING	16,205	8,511	7,694	47.5%	20,749	229,290	120,597	108,693	47.4%	175,437
CATERING	159,455	582	158,873	99.6%	168,446	1,891,400	432,306	1,459,094	77.1%	1,933,982
CONCESSIONS	55,235	53	55,182	99.9%	41,955	694,010	233,929	460,081	66.3%	717,779
ADMINISTRATIVE	146,140	54,427	91,713	62.8%	184,057	1,834,130	1,273,264	560,866	30.6%	1,772,423
IRVIN	5,883	1,047	4,836	82.2%	7,878	532,127	214,500	317,627	59.7%	126,211
TICKET OFFICE	27,540	0	27,540	100.0%	28,025	190,665	81,026	109,639	57.5%	294,152
PARKING	39,345	1,561	37,784	96.0%	66,098	437,530	175,633	261,897	59.9%	553,245
BAYFRONT	0	0	0	0.0%	930	124,810	46,511	78,299	62.7%	116,219
NON-OPERATING EXPENSES:										
ARENA BOND PAYMENT	89,390	89,390	(0)	0.0%	87,905	1,072,680	1,072,677	(3)	0.0%	1,054,862
TOTAL EXPENSES	961,153	300,363	660,790	68.7%	1,072,352	11,946,507	6,091,624	5,854,877	49.0%	11,809,474

DEPRECIATION:

DEPRECIATION (NET)	(61,000)	(61,000)	0	0.0%	358,114	(732,000)	(732,000)	0	0.0%	(290,886)
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NET CHANGE IN RETAINED EARNINGS

	(14,055)	(125,900)	(111,845)	-795.8%	201,670	(789,706)	(1,520,177)	(730,471)	-92.5%	167,983
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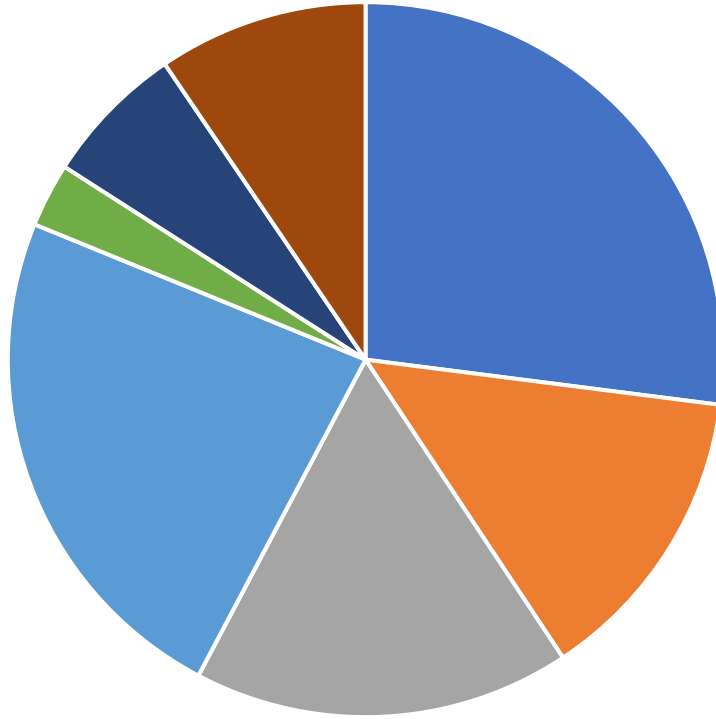
DECC First Quarter Estimates

	<u>January</u>	<u>February</u>	<u>March</u>	<u>Total</u>
<u>Revenue</u>				
Monthly Contracts	55,988	55,988	55,988	167,964
Parking	27,000	29,000	29,000	85,000
Ice Rental	39,000	47,000	20,000	106,000
Ticketmaster		46,000	13,000	59,000
Irvin	0	0	0	0
Covid Testing	49,500	46,200	50,000	145,700
DSSO	0	12,000	6,000	18,000
Events	<u>0</u>	<u>0</u>	<u>40,000</u>	<u>40,000</u>
Total Revenues	171,488	236,188	213,988	621,664
<u>Expenses</u>				
Full Time Payroll	75,760	75,760	75,760	227,280
Part Time Payroll	27,370	30,020	28,870	86,260
Health Insurance	25,096	25,096	25,096	75,288
Unemployment Insurance	0	0	0	0
Utilities	70,000	70,000	70,000	210,000
Bldg/Liability Insurance	20,285	20,285	20,285	60,855
Contract Services	48,610	7,110	10,010	65,730
Annual Audit	0	10,000	10,000	20,000
Supplies + Repairs/Maint	<u>23,500</u>	<u>28,500</u>	<u>29,000</u>	<u>81,000</u>
Total Expenses	290,621	266,771	269,021	826,413
Estimated Loss	(119,133)	(30,583)	(55,033)	(204,749)
<u>Non Operating Items</u>				
AMSOIL Naming Rights	16,667	16,667	16,667	50,000
UMD Lease Rev (no Adv rev)	32,494	32,494	32,494	97,483
Tourism Taxes*	112,039	112,039	112,039	336,116
AMSOIL Bond payment	92,494	92,494	92,494	277,482

*Tourism taxes per City budget. Excess taxes may be used to cover F&B shortfall

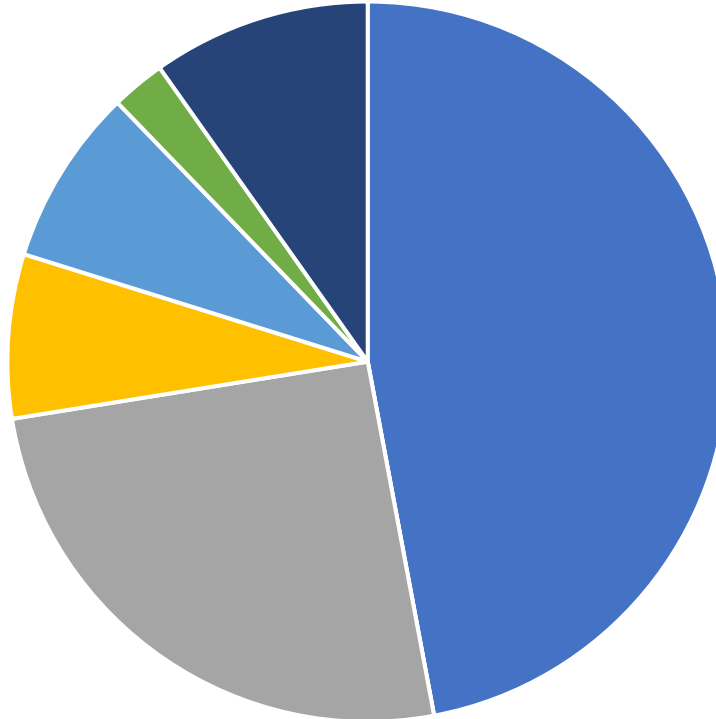
REVENUE

- Monthly Contracts
- Parking
- Ice Rental
- Irvin
- Covid Testing
- DSSO
- Events
- Other



EXPENSES

- Payroll
- Unemployment Insurance
- Utilities
- Bldg/Liability Insurance
- Contract Services
- Annual Audit
- Supplies + Repairs/Maint

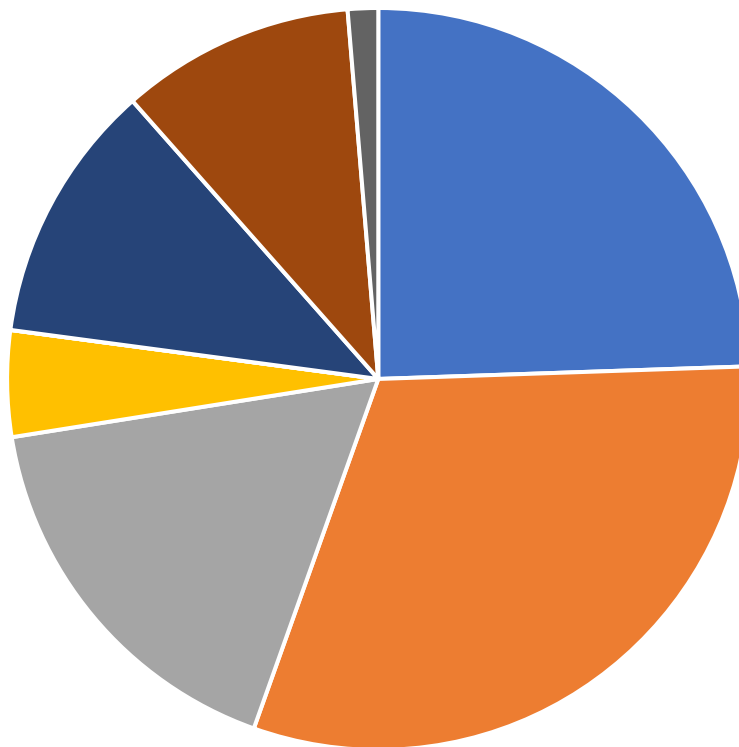


Full Time Payroll	January	February	March	Total
Admin	25,560	25,560	25,560	76,680
Internal Operations	32,381	32,381	32,381	97,143
External Operations	<u>17,815</u>	<u>17,815</u>	<u>17,815</u>	<u>53,445</u>
Full Time Payroll	75,756	75,756	75,756	227,268

Part Time Payroll				
Parking	4,830	4,830	4,830	14,490
Irvin	0	0	0	0
Blue Bridge	0	0	0	0
Ice	11,500	12,650	11,500	35,650
Building Services	9,890	11,040	11,040	31,970
Admin	<u>1,150</u>	<u>1,495</u>	<u>1,495</u>	<u>4,140</u>
Part Time Payroll	27,370	30,015	28,865	86,250

Payroll

- FT Admin
- FT Internal Ops
- FT External Ops
- Parking
- Irvin
- Blue Bridge
- Ice
- Building Services
- Admin



925,000	Estimated Reserve balance as of November 30
(183,879)	due to Minnesota Power
\$ 741,121	Available cash at end of November
1 4,464	estimated Dec cash decrease
3 5,000	City contract payments
4 5,000	2021 suite payments
284,932	Remaining Rent from UMD for 2021 (bond payment)
1,304,396	Estimated Reserve balance as of December 31
(62,655)	due to Minnesota Power
\$ 1,241,741	Available cash at end of December
(48,190)	Duluth Steam bond payment
(109,903)	estimated Jan cash decrease
1,146,303	Estimated Reserve balance as of January 31
(75,000)	due to Minnesota Power
\$ 1,071,303	Estimated cash at end of January
220,000	Ticketmaster signing bonus/marketing money
(24,135)	estimated Feb cash decrease
1,342,168	Estimated Reserve balance as of February 28
(90,000)	due to Minnesota Power
\$ 1,252,168	Estimated cash at end of February
(81,641)	estimated Mar cash decrease
1,260,527	Estimated Reserve balance as of March 31
(105,000)	due to Minnesota Power
\$ 1,155,527	Estimated cash at end of March
(23,403)	estimated Apr cash decrease
1,237,124	Estimated Reserve balance as of April 30
(120,000)	due to Minnesota Power
\$ 1,117,124	Estimated cash at end of April
(79,648)	estimated May cash decrease
1,157,476	Estimated Reserve balance as of May 31
(135,000)	due to Minnesota Power
\$ 1,022,476	Estimated cash at end of May
(96,404)	estimated June cash decrease
1,061,072	Estimated Reserve balance as of June 30
(150,000)	due to Minnesota Power
\$ 911,072	Estimated cash at end of June

NOTES:

Not included is UI liability:

Q2	\$173,569	state relief will be applied in January
Q3	138,780	state relief will be applied in January
Q4	<u>59,021</u>	
	\$371,370	

Potential Covid Relief:

up to \$500,000 MN Convention Center Relief Grant

?? Shuttered Operators Grant

Payments not included in cash flow:

UMD Advertising	\$221,746	<i>dedicated to bond payment</i>
Excess Tourism Tax	184,425	<i>City using for F&B shortfall</i>

Staff Reports

DECC Board
January 2021

January 2021 INTERNAL Operations Report

Team Lead: Steve Rankila, Director of Building Maintenance

Needed Repairs, Supplies, and Inspection Costs

1. Annual Fire Extinguisher test and tagging	\$1200.00
2. Fire Alarm test and inspection (completed in January)	5000.00
3. Boiler repairs and upgrades (most parts on hand)	5000.00
4. Repair heat pump in DECC Arena	600.00
5. Replace belts for AMSOIL air handlers (on going)	800.00
6. Replace heat pump valve in AMSOIL	2500.00
7. Rebuild compressor for AMSOIL ice plant	1200.00
8. Boiler room sump pump replacement	987.00
9. City Side sump pump replacement	7500.00

Priority Capital Expense Items

1. North Pioneer Hall ice plant – Curling Club and air conditioning – 1976
2. Pioneer Hall chiller – used for ice plant and A/C – 1976
3. DECC power transformer- original equipment – 1966
4. AMSOIL Arena heat exchanger
5. Garage Door 6
6. Entrance F – entry doors – 1966
7. Entrance A – entry doors – 1976
8. Symphony Hall cooling coil – 1966
9. Johnson Control upgrade for City Side
10. DECC Arena coil – 1966

Engineering and Maintenance

- We have saved on not using any outside contractors to remove snow from our parking lot and sidewalks due to the below average snow fall this season. All work has been done by our current, active staff.
- A State boiler inspection discovered some required safety upgrades. Most needed repairs will be completed in-house with parts already on hand.
- We continue to work on a number of preventative maintenance projects around the building. Repairing doors, equipment, and performing preventative maintenance on our air handlers.
- The required annual fire alarm test will be completed the last week of January.
- The required annual fire extinguisher test and tagging will be scheduled for next month.

Security Update

- We continue to see the most unwanted traffic coming across the Northwest passage. They arrive at different times of the day and continue to leave debris scattered throughout the skywalk and parking ramp.
- A continued focus on checking exterior doors daily has been a priority to ensure unwanted guests do not gain access to any part of the building, as well as ushering anyone loitering on DECC property off of the campus.

January 2021 External Operations Report

Team Lead: Jeff Stark

Upcoming Events:

- UMD Women's Hockey Home Games (Currently 150 Attendance Cap)
 - 1/29 & 1/30 vs. SCSU, 2/19 & 2/20 vs. MSU-Mankato, 2/26 & 2/27
- UMD Men's Home Games (Currently 150 Attendance Cap)
 - 1/23 & 1/24 vs. WMU, 2/5 & 2/6 vs. Miami, 2/27 vs. SCSU, 3/12-14 Playoffs
- Youth Hockey Tournaments
 - Zenith City Tournament – 1/29-1/31
 - Duluth Junior Gold – 2/5-2/7
 - Duluth East PW & Bantam Round Robin – 2/26-2/28
- League Youth Games – In addition to tournaments, we have over 100 youth league games scheduled at AMSOIL and DECC Arena from Jan 14 - March 11 as part of our partnership with Duluth Hockey that prioritizes games being played at the DECC.
- Symphony (Currently 150 Attendance Cap)
 - Pops 2/5
 - Masterworks 2/27
 - Masterworks 3/20
 - Lollipop 3/21
- Dance Competitions – Symphony Hall
 - Masquerade 3/4 – 3/7
 - Triple S 3/12 – 3/14
- Duluth Wedding Show – Cityside 3/13 – 3/14
- Gun & Knife Show – S. Pioneer 3/19 – 3/21

Grandma's Marathon

- DECC staff met with Grandma's Marathon staff to align use of space and traffic flow for Trade Expo, Spaghetti Dinner, Packet Pickup and William A Irvin 5k in response to physical distancing requirements.
- This year's race will be limited to 50% capacity (still +/- 10,000 runners).

2021 Q2- early Q3

- Bayfront planning and coordination has begun with 34 reserved event dates planning to move forward dependent capacities that make financial sense (2019 had 40 event days).
- Increased attention to shared costs and a reusable layout amongst neighboring events is main discussion points for June/July events.
- 13 weddings have been booked for 2021; 5 slated in May and June.

Client Contacts in December - January

- Event Planning
 - Local/Regional Events (Commercial Shows, Annual Dinners, Symphony etc.) 21
 - National/State Conventions – 2
 - Entertainment/Touring Concerts – 5
 - Weddings – 7
- Sales
 - 56 direct client contacts & inquiries
 - 7 new events holding future dates including Animal Allies, Newfoundland Club, Brownfield & Beyond, MN North Volleyball, Life House Symposium, EHS 2001 Class Reunion

Hockey Web streaming

- DECC has entered into a partnership with MNHockey.tv to provide pay per view (non-UMD) live and archived youth hockey events for web streaming.
- System was installed and went live last weekend at no cost to DECC and offers full HD streaming and sound with AI tracking of the play. DECC provides internet and electricity to run cameras. System is cloud based.
- DECC retains 50% of all PPV revenues and has access to 25% of advertising space (retaining 100% of our programmed advertising)
- Allows remote viewing during COVID, but also is attractive to grandparents, extended family, scouts, coaches etc.

Ticket Office

- Cancellation of MercyMe scheduled April 22, 2021. Event and Sales staff have taken on ticketing and refunding all tickets purchased at the DECC. Over 500 tickets purchased directly from DECC Box Office. All purchasers must be individually contacted for refunds.

Staffing Events

- Event and Sales staff are staffing UMD Hockey in lieu of rehiring DECC Security and Guest Services staff

UPCOMING EVENTS BY DATE December 2020 - March 2021

MONTH	DATE	EVENT	GUESTS	SPACE	Notes	Rent	Expo/IT/Misc	Concess	Catering/Bar	Total
DEC	5	DSSO Holiday Concert	200	Symphony Hall	cancelled					\$0
	5	Arthritis Foundation Jingle Bell Run	250	Paulucci Hall	cancelled					\$0
	5	Cloquet National Guard holiday party	90	Harbor Side ballroom	cancelled					\$0
	5-6	Duluth Gun Show	1,000	Ed Fitz Exhibit Hall	cancelled					\$0
	6	148th Award Ceremony	250	Symphony Hall	cancelled					\$0
	17	Irving Community Club Bingo	250	LSB Ballroom	cancelled					\$0
	19	Outback Concerts Bert Kreisler	2,000	Symphony Hall	cancelled					\$0
December Total										\$0
JAN	2	UMD Men's Hockey vs. St. Cloud	0	AMSOIL	no fans					\$0
	8	UMD Men's Hockey vs. St. Cloud	0	AMSOIL	no fans					\$0
	15-17	Icebreaker Hockey Tournament		AMSOIL/DECC	down from \$7000	\$4,000				\$4,000
	15-16	UMD Women's Hockey vs. Ohio State	150	AMSOIL						\$0
	23-24	UMD Men's Hockey vs. Western Michigan	150	AMSOIL						\$0
	29-30	UMD Women's Hockey vs. St. Cloud	150	AMSOIL						\$0
	29-31	Zenith Hockey Tournament		AMSOIL/DECC	NEW	\$5,000				\$5,000
January Total										\$9,000
FEB	6	Duluth Superior Symphony Pops	150	Symphony Hall		\$6,000	\$1,000			\$7,000
	5-6	UMD Men's Hockey vs. Miami	150	AMSOIL						\$0
	5-7	Twin Ports Junior Gold Tournament		AMSOIL/DECC	NEW	\$5,000				\$5,000
	18	UMD Men's Hockey vs. CC	150	AMSOIL						\$0
	20-21	UMD Women's Hockey vs. Minn State	150	AMSOIL						\$0
	26-27	UMD Women's Hockey vs. Wisconsin	150	AMSOIL						\$0
	26-28	Duluth East Pee Wee/Banton Round Robin		DECC	NEW	\$2,000				\$2,000
	27	UMD Men's Hockey vs. St. Cloud	150	AMSOIL						\$0
	27	Duluth Superior Symphony'	150	Symphony Hall		\$6,000	\$1,000			\$7,000
February Total										\$21,000
MAR	3-14	FIRST Robotics		DECC/Pioneer Hall	holding April dates					\$0
	3-7	Masquerade Dance Competition	150+	Symphony Hall		\$11,180				\$11,180
	9	Real Presence Radio Dinner & Program		Harbor Side Ballroom	decision by 1/31					\$0
	12-14	Triple S Dance Competition		Symphony Hall		\$8,385				\$8,385
	12-14	UMD Men's Playoffs		AMSOIL						\$0
	13-14	Duluth Wedding Show	150+	City Side CC		\$10,400	\$7,000			\$17,400
	20	Duluth Superior Symphony	150	Symphony Hall		\$6,000	\$1,000			\$7,000
March Total										\$43,965

Informational Packet

DECC Board
January 2021



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.

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.

History

Effective [month, date year]

Approved [month, date year] by name, title

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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.

DRAFT

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 Tennesen 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

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



DECC's COVID-19 Organizational Policy

Effective December __, 2020

Policy Brief & Purpose

This organizational policy includes measures the DECC is actively taking to mitigate the spread of coronavirus. All DECC employees shall strictly adhere to these protocols and best practices in order to create and maintain a healthy and safe workplace during the COVID-19 pandemic. The DECC will always treat employee private health information and personal data in compliance with applicable state and federal laws.

This COVID-19 organizational policy is susceptible to change as state and federal health guidelines evolve. If so, we will update you as soon as possible by email. Updates will also be posted on the employee website at www.deccwellness.org

Health Screening Protocol

Each employee **MUST** complete a self-conducted health assessment **daily** prior to coming to work.

Employees **MUST** assess both “less common” and “more common” symptoms:

- **More common**: fever of 100.4 degrees Fahrenheit or higher; new cough or a cough that gets worse; difficulty/hard time breathing; new loss of taste or smell
- **Less common**: sore throat; nausea; vomiting; diarrhea; chills; muscle pain; extreme fatigue/feeling very tired; new severe/very bad headache; new nasal congestion/stuffy or runny nose

An employee who has at least one “more common” symptom or at least two “less common” symptoms **MUST** contact their supervisor immediately and **MUST** remain at home. The employee should monitor his or her symptoms and call a doctor if concerned about the symptoms. Employees shall get tested for COVID-19 within 24 hours of onset of symptoms. Employees who have at least one “more common” symptom or at least two “less common” symptoms will not be permitted to work unless:

- He or she has had no fever for at least 24 hours without taking medication to reduce fever during that time; **AND**
- Any respiratory symptoms (cough and/or shortness of breath) have improved; **AND**
- At least ten (10) days have passed since the symptoms began; **OR**
- An employee may return to work earlier if a doctor (or negative COVID-19 test) confirms the cause of an employee's fever or other symptoms are not related to COVID-19, if symptoms have improved. An employee does not need to provide written proof of the diagnosis or test.

Employees with only one “less common” symptom are asked to use their best judgement when determining their fitness for duty and their need to seek a COVID-19 test.

Weekly Testing and Vaccination Protocol

Employees must acknowledge, via the **COVID-19 Testing Acknowledgement Form**, that they are required to test weekly for COVID-19 if they are entering the DECC complex and/or working within 6 feet (for a minimum of 15 minutes) of other employees, guests, and/or clients. Employees are not required to provide their test results, but must comply with the written DECC policies.

Additionally, once COVID-19 vaccinations are available, employees that have received the vaccination must still comply with the current policies as they are written.

NOTE: Employees that have the ability to work from home may do so without requiring weekly testing, provided they can do their job sufficiently from home, they have received permission from their supervisor, and they are not entering the DECC complex for any reason other than testing at the COVID-19 testing site.

Face Masks

Employees are **REQUIRED** to wear face masks while ***within the DECC facility*** at all times, unless in their personal office with the door closed. Employee's mask may remain off while alone in their office or work area, but must mask again if someone enters that work space. Employees **MUST** practice thorough hand-washing per CDC guidelines throughout the day. Hand-sanitizer will be provided when hand-washing is not readily available. Disposable gloves will also be provided as necessary when job functions require.

How to communicate with the DECC if you are sick or experiencing symptoms while at home

- If you are experiencing at least one "more common" or at least two "less common" symptoms while at home, you **MUST** contact your supervisor to notify the DECC that you are experiencing potential COVID-19 symptoms and will not be reporting to work.
- Employees **MUST** provide their name, department, and scheduled shift(s) they will be missing.
- Employees shall make arrangements to get tested for COVID-19 within 24 hours.
- Employees must **NOT** come to work if experiencing these symptoms, and employees will **NOT** be penalized for missing shift(s) when appropriate notice is given.

How to communicate with the DECC if you are sick or experiencing symptoms while at work

- If you begin experiencing at least one "more common" or at least two "less common" COVID-19 symptoms, ***immediately*** distance yourself from others and report your symptoms to your direct supervisor.
- Any employee experiencing these symptoms while at work **MUST** remain masked, even if behind closed doors. Employee shall make arrangements to get tested for COVID-19 within 24 hours and return home as soon as possible. If an employee is not able to be sent home immediately, they should quarantine in the EMT Room in the AMSOIL while refraining from touching people or surfaces until they can safely be sent home.
- After employee has been dismissed, employee's direct supervisor **MUST** ensure a thorough cleaning of the isolation area is performed in accordance with the DECC's cleaning and disinfecting protocols.

NOTE: If an employee was not directly exposed to COVID-19, they may return to work earlier if a doctor (or negative COVID-19 test) confirms the cause of an employee's fever or other symptoms are not related to COVID-19, if symptoms have improved. An employee does not need to provide written proof of the diagnosis or test.

Protecting the Privacy of Employee Health Status and Information

Maintaining the privacy of all medical or health information, including symptoms, is critical. If employees provide information to a supervisor related to COVID-19, it shall be reported to Human Resources via the **COVID-19 Symptom Reporting Form** for personnel file documentation and to ensure proper safety protocols are addressed with the designated Safety Officer. All recorded medical and health information **SHALL** remain confidential as required by applicable law.

The DECC is obligated to inform employees if there has been a potential exposure to someone testing positive for the novel coronavirus. However, information disclosing the personal identity of the individual will **NOT** be provided.

Employees Exposed to or Testing Positive for COVID-19

COVID-19 EXPOSURE:

In this section, "exposure" means encountering an individual who, within two days, experiences the onset of COVID-19 symptoms or receives a positive COVID-19 test result. It does not initially include encountering a person who encountered a person who has COVID-19 (but would include that encounter if symptoms develop within two days).

According to MDH Guidelines, the following protocols are for employees exposed to COVID-19 through close contact. An example of close contact means the employee was less than 6 feet away from the person who tested positive for more than 15 minutes (with or without a mask) or physical contact, beginning two days before the person who tested positive developed symptoms. (See the Q&A section for the full CDC description.) **Employees who have had close contact with a person who has tested positive with COVID-19 MUST remain home and self-quarantine. These employees shall get a COVID-19 test after 5 days of isolation and may return to work after 7 total days of isolation if the test is negative.** Supervisors may give permission for employees to work from home during their quarantine when appropriate. Employees who develop symptoms during quarantine must remain home until **all of the following are true:**

- No symptoms remain; **AND**
- 10 days have passed since first feeling sick; **AND**
- No fever within the last 24 hours (without using medicine to lower fevers)

NOTE: Employees are encouraged to get tested for COVID-19 for their own safety and the health of those around them, but they should remain self-quarantined after exposure even if the test returns negative, as symptoms may appear 2-14 days after exposure to the virus. (Source: CDC.gov)

COVID-19 POSITIVE:

If an employee has tested positive for the novel coronavirus, the employee will be required to remain home and self-quarantine.

The employee **MUST** provide their supervisor with a list of other employees and individuals with whom they have had close contact at work within the last 2 days. These employees will be notified of possible exposure, but the identity of the employee testing positive will **NOT** be disclosed. The employee may apply for FFCRA Emergency Leave to determine eligibility for paid leave. Alternatively, in limited circumstances, the employee may be allowed to work remotely from home during this time. If allowed, remote work will be approved by the Department Supervisor.

An employee experiencing COVID-19 symptoms can return to work when all of the following are TRUE:

- He or she has had no fever for at least three (3) days without taking medication to reduce fever during that time; **AND**
- Any respiratory symptoms (including cough and shortness of breath) have improved; **AND**
- At least ten (10) days have passed since the symptoms began.

If an employee was not directly exposed to COVID-19, they may return to work earlier if a doctor (or negative COVID-19 test) confirms the cause of an employee's fever or other symptoms are not related to COVID-19, if symptoms have improved. An employee does not need to provide written proof of the diagnosis or test. Additionally, the employee shall get re-tested for COVID-19 and may return to work if the test is negative.

The employee's supervisor must document the circumstances of the employee's illness using the **COVID-19 Symptom Reporting Form** and submit the COVID-19 Symptom Reporting Form to the Human Resources office immediately.

IMPORTANT: Based on guidance from the CDC, employees may continue to test positive for up to 3 months after a COVID-19 diagnosis and not be infectious to others. This does not mean they are immune to reinfection. Employees that have tested positive must continue to follow the DECC policy, as it is written, EXCEPT, weekly testing is not necessary for 3 months following initial infection unless they are exhibiting COVID-19 symptoms, and the symptoms cannot be associated with another illness.

NOTE: If at any time your supervisor is unavailable, contact DECC Human Resources at 218-623-1353 to report your symptoms. If Human Resources is unavailable, contact the appointed DECC Safety Officer.

Employee Recalls

Our primary goal is to maintain the health and safety of our employees and guests. If employees being recalled are concerned about returning to work due to the coronavirus the employee should notify Human Resources immediately. The DECC will implement reasonable accommodations when and where possible to ensure protection of employee health.

- In the event reasonable accommodations are unable to be made the employee may be excused from their first recall notice, unpaid, and without penalty from the DECC. By declining their first recall, employees agree to be moved to the bottom of their department's recall list.
(NOTE: Recall of union employees will be based upon the language in the current collective bargaining agreements and applicable past practice precedent.)

- If employee refuses to return to work after a second recall notice, and is unable to provide an eligible reason for dismissal (such as Doctor's note advising employee not to return to work), the refusal will result in the employee's termination of employment.

IMPORTANT: Employees should be aware the DECC is required to report to the MN Department of Employment and Economic Development (DEED) **any** offer of work declined by laid off employees.

Employee Leave

- All regular DECC employment policies regarding paid time off (PTO), sick time, and vacation time apply. *See Employee Handbook for more details.*
- If you have a serious health condition, recalled employees may be eligible for traditional FMLA leave. Normal notice and certification procedures would need to be followed to determine eligibility.
- Other leave, paid or unpaid, due to COVID-19, may be available to recalled employees through the Families First Coronavirus Response Act (FFCRA). Contact Human Resources or visit <https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave> to see eligibility guidelines.

Employee Medical and Dental Benefits

All eligible employees returning to work after being recalled shall be eligible and have the option to re-enroll in medical and dental benefits. DECC Payroll will notify eligible employees of the re-enrollment period and process.

Life Insurance and Flex Benefits:

- Employees that were previously enrolled in payroll deduction for Life Insurance must notify DECC Payroll if employee wishes this coverage to resume.
- DECC Payroll will need to notify Superior USA regarding employee elections and annual election amounts for employees that were previously contributing to a Flex Benefit Account.

FAQs

What does “close contact” mean?

The CDC defines close contact as:

“Someone who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated.*

** Individual exposures added together over a 24-hour period (e.g., three 5-minute exposures for a total of 15 minutes). Data are limited, making it difficult to precisely define “close contact;” however, 15 cumulative minutes of exposure at a distance of 6 feet or less can be used as an operational definition for contact investigation. Factors to consider when defining close contact include proximity (closer distance likely increases exposure risk), the duration of exposure (longer exposure time likely increases exposure risk), whether the infected individual has symptoms (the period around onset of symptoms is associated with the highest levels of viral shedding), if the infected person was likely to generate respiratory aerosols (e.g., was coughing, singing, shouting), and other environmental factors (crowding, adequacy of ventilation, whether exposure was indoors or outdoors). Because the general public has not received training on proper selection and use of respiratory PPE, such as an N95, the determination of close contact should generally be made irrespective of whether the contact was wearing respiratory PPE. At this time, differential determination of close contact for those using fabric face coverings is not recommended.”*

Can a supervisor require an employee to go home (or stay home) if he or she is sick?

Yes. Employees showing signs of respiratory illness can be asked to leave the workplace and stay home until the employee is symptom free (see *Health Screening Protocol* guidelines above).

If I am sent home or required to stay home because I am sick, am I eligible for paid leave?

Nonexempt employees (hourly) will not be paid for absences. You will only be paid for the time you work. You can, however, request to use paid time off (PTO) if you have any available.

Exempt employees (salaried) will be paid their regular salary rate for partial-day absences and, if available, can use their sick time for full day absences. If no sick time is available, employees will not be paid.

Both exempt (salary) and non-exempt (hourly) employees may be eligible for a limited amount of paid leave coverage under the Families First Coronavirus Response Act (FFCRA). Employees are encouraged to review the eligibility requirements of the FFCRA.

If I was sick, will a doctor’s note be required before I am able to return to work?

Due to the potentially limited access to health care providers to provide clearance at this time, we are not requiring a doctor’s note for employees to return to work. We are, however, requiring the proper protocols after showing symptoms. See *Health Screening Protocol* policy.

If the DECC requires an employee to self-quarantine, is the employee eligible for emergency paid sick leave?

No. Only an employee subject to a government order to quarantine or one advised to do so by a health care provider may be eligible to receive emergency paid sick leave.

Can I ask an employee if he or she has the coronavirus or will be receiving the vaccination once it becomes available?

No. You can ask how an employee is feeling in general, but you should not inquire about a specific illness or decision regarding vaccinations.

I know that my co-worker is having COVID-19 symptoms. Can I disclose this to my supervisor?

Yes.

Can we notify public health authorities if we learn an employee has COVID-19?

Yes. Employers can notify public health authorities because COVID-19 is a direct threat to public health.

Can we tell employees if a co-worker has tested positive for the coronavirus?

No, we cannot share personal health information on an employee. Employees can be informed that possible exposure has occurred, but identifying information about the individual will not be disclosed.

An employee is working from home because they are self-quarantining due to symptoms or direct exposure.

Can we tell the staff why?

No. Employees should be notified that an employee is working from home and given instructions on how to contact them during work hours, but the *reason* the employee is working from home should not be disclosed.

Can the DECC require an employee to get tested for COVID-19 before returning to work, especially if showing symptoms?

Yes, if the practice is applied consistently. We do require you to follow the proper procedures and implement the policies in place for health screening and handling exposure or positive test results.

Are absences due to the coronavirus covered by the Family and Medical Leave Act (FMLA)?

The Families First Coronavirus Response Act (FFCRA) allows an employee to apply for paid FMLA leave if he or she can't work (or telework) because their minor child's school or childcare service is closed due to COVID-19. A diagnosis of COVID-19 would also likely qualify as a "serious health condition" under the FMLA, allowing an employee to take unpaid FMLA protected leave.

Can I refuse to report to work due to fear of contracting the coronavirus?

Under the Occupation Safety and Health Act (OSHA), employees are only entitled to refuse to work if they believe they are in imminent danger. However, the DECC wants employees to feel safe and has implemented measures to allow concerned employees more leniency. See applicable *Employee Recalls* policies.

If I am in the union and am concerned about returning to work, what happens to my position?

Recall of union employees will be based upon the language in the current collective bargaining agreement and any applicable past practice precedent.

If I am concerned about coming to work due to COVID-19, am I eligible for the paid sick leave?

No. An employee's concern for contracting the virus is not included in the six (6) allowable reasons for this leave. However, you may be eligible to refuse your recall if you are concerned and reasonable accommodations are not able to be made. See applicable *Employee Recalls* policies.

If your fear is related to a serious health condition, you may be eligible for traditional FMLA leave. Usual notice and certification procedures would need to be followed for that determination.