

Request for Proposals St. Louis County, MN

Proposals for Use of Space at The Depot

Due: Tuesday, May 30, 2023 1:00 P.M. CT

St. Louis County - Depot Management Office St. Louis County Heritage and Arts Center 506 West Michigan Street Duluth, MN 55802

Optional Pre-Proposal Tours

By Appointment April 27 - May 10, 2023 St. Louis County Heritage and Arts Center - The Depot 506 West Michigan Street, Duluth, MN 55802

ST. LOUIS COUNTY, MN
The Depot
Mary Tennis
Executive Director
218-726-5230
depotrfp@stlouiscountymn.gov



The Depot is a landmark cornerstone of arts and cultural organizations that entertains, educates, inspires, and provides space for a diverse group of guests. The purpose of the Depot is to act as a community resource that engages you and connects you to culture in a plethora of ways. Its vision is full of activities, events, exhibits and amenities—inviting the building and its tenants to welcome the community in creative, innovative approaches.

St. Louis County is excited about the opportunity to release this request for proposal (RFP) for leased space at the Depot—giving organizations within the area a chance to be in a historic building and contribute to this community resource. This RFP provides background about the Depot, includes proposal requirements (many of which are standard for County solicitations), and asks you questions about your organization—what space you are interested in, what rental rate you propose, how the community will benefit from your organization being at the Depot, and more. Non-profit and forprofit entities are encouraged to submit a proposal for how you can engage visitors to the Depot and work collaboratively to carry out the mission and vision of the Depot.

Sincerely,

The Depot Operations Committee

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Exhibit A Maps of Depot Space

Exhibit B Detailed Cost Breakdown

Section A Proposal Instructions and Background

PROPOSAL HANDLING PROCESS

The Depot Management Office of St. Louis County, Minnesota (herein called the "County" or "Owner") invites proposals in electronic form or hard copy. Submit your proposal electronically at depotrfp@stlouiscountymn.gov or one hard copy to be received by St. Louis County Depot Management Office, located at 506 W. Michigan St., Duluth, MN 55802 no later than 1:00 P.M. on May 30, 2023. Please Note: Each Responder must also submit a Non-Collusion Affidavit with their proposal (see form under Section E).

- 1. County may reject any proposal not prepared and submitted in accordance with these specifications but may waive any immaterial formality or reject any and all proposals if in the public interest as determined in the sole discretion of the County. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement. Any proposal received after the time and date specified shall be considered if in the public interest as determined in the sole discretion of the County.
- 2. All interested parties should contact depotrfp@stlouiscountymn.gov to request to sign up to receive updates and information about the Depot RFP. All interested parties should visit the Depot website regularly at experiencethedepot.org for information as well. All questions should go to depotrfp@stlouiscountymn.gov.

BACKGROUND

- 3. Designed by the noted Boston firm of Peabody & Stearns and built in the French Norman style, the Depot was an instant architectural landmark when it opened in 1892 and remains so today. The building was constructed with a high proportion of local materials, including Hinckley sandstone, Chaska brick, and Ortonville granite. After St. Louis County assumed ownership in 1972, an addition was completed to the west of the original building and the complex became the St. Louis County Heritage and Arts Center, or The Depot.
- 4. In 2019, under the leadership of St. Louis County Management, a new mission and vision were created utilizing feedback from the current organizations and affiliates stationed at The Depot, which includes a renewed focus on engagement and community purpose for the building.
- 5. In 2022/2023, the St. Louis County Tenant Handbook and Fee Schedule were modified. Information regarding tenant privileges, including event hosting, is outlined in these materials.
 - 5.1 Handbook: Depot Tenant Handbook
 - 5.2 Fee Schedule: Fee Schedule
- 6. St. Louis County Board established a Depot Operations Committee in 2022 to provide guidance/support for The Depot's vision, to serve as advisors for existing and potentially new Depot initiatives, and to review the role and alignment of tenants to The Depot's vision. St. Louis County's Board has approved the continuation of the Depot Operations Committee through December 2023.

Pursuant to Minn. Stat. § 373.01, St. Louis County is required to engage in a public bidding process for all leases of qualified county owned real estate and buildings, including the St. Louis County Depot. The Request For Proposal (RFP) released in 2022 for use of space at

The Depot was for one-year terms due to the potential for significant capital improvement projects related to Heating, Ventilation, and Air Conditioning (HVAC) systems at The Depot. The current RFP will allow for longer term proposals and leases, with the understanding there may be major projects undertaken that will impede the use of leased space at times.

- 7. St. Louis County was awarded \$1.5 million from the State of Minnesota for life safety improvements, roof replacement, tuckpointing, and portico enhancements in 2020. In 2023, St. Louis County requested \$4.658 million from the State of Minnesota for HVAC, MEP (mechanical, electrical, and plumbing), and other building system enhancements. These significant upgrades will extend the useful life of the facility. When these projects commence, disruption to most areas of the building will occur. Should leased space become unusable for a period of time, rent will be adjusted accordingly, and some alternative space may be made available.
- 8. St. Louis County Board adopted the St. Louis County Depot's Mission and Vision as per Board Resolution No. 22-17.
 - 8.1 St. Louis County Depot's Mission: The St. Louis County Depot is a landmark cornerstone of arts and cultural organizations that entertains, educates, inspires, and provides space for a diverse group of guests. The St. Louis County Depot provides new engaging experiences; is a destination and a community center; and fosters community through a diversity of education and entertainment that enhances the quality of life for visitors.
 - 8.2 St. Louis County Depot's Vision: St. Louis County Depot's vision is to provide a welcoming space and foster connections for distinctive educational and cultural activity. Read more about the Depot's mission and vision narrative here: Depot Mission and Vision Narrative

PURPOSE AND OBJECTIVE

9. St. Louis County, through this Request for Proposal (RFP), is seeking qualified applicants(s) to provide St. Louis County application(s) for lease agreement(s) for rentable space at the St. Louis County Depot.

ELIGIBILITY

- 10. A non-profit or for-profit organization who aligns with and contributes to the St. Louis County Depot's Mission and Vision.
- 11. Entities proposing to lease space at the St. Louis County Depot must agree to the following:
 - 11.1 Accept move-in conditions.
 - 11.2 Assume responsibility for reasonable upkeep of leased space.
 - 11.3 Understand building improvements/projects may impact or temporarily impede use of leased space.
 - 11.4 Understand that attendance and engagement are building-wide goals, and activities occur on evenings, weekends, and during regular business hours.
 - 11.5 Leased space will be included in tours of the building conducted by St. Louis County or The Depot staff, within reason, with language to be included in respective leases.

- 12. Minimum rental rates are as follows:
 - 12.1 For-Profit Required Minimum Rate: \$8.16/square foot/year.
 - 12.2 Non-Profit Required Minimum Rate: \$4.97/square foot/year.
 - 12.3 Requested minimum rental rate for train shed: \$4.97 square foot/year.
 - 12.4 Required minimum rental rate for designated areas marked with a dot [●] on map = \$4.50.
 - 12.5 Subsequent yearly rate increases commensurate with operating costs of approximately 5%.
 - 12.6 Prices include utilities and common-area maintenance/janitorial, with the exception of certain areas. Lessee will be responsible for telephone/internet and maintaining and managing their own leased space.

SPACE FEATURES

- 13. Approximately 80,000 square feet of 110,000 square feet is available for lease. (See Exhibit A: Maps) The building's common features include the following:
 - Six public restrooms
 - Three elevators
 - Four floors
 - New carpeting throughout (2021)
 - Updated doors and windows
 - Security alarm system and security cameras throughout
 - Daily security sweeps
 - Comprehensive building marketing program—including website and social media pages (maintained by St. Louis County)
 - Janitorial and Maintenance (for common areas)
 - Listed on National Register of Historical Places
 - Over 240,000 visitors in 2022
 - St. Louis County Depot/Extension Director and staff regularly update tenants and solicit feedback on Depot building projects and happenings
 - Regular building-hosted events and planning support (as opportunities for tenants and beyond to participate)
 - Building-wide tours
 - Great Hall (approximately 4,000 square feet with 88-foot-tall ceilings with original timber-supporting beams and terracotta floors)
 - Depot Theatre (with 275 seats)
 - Board Room (capacity of 25 people with video-conferencing capabilities)
 - High-speed Wi-Fi throughout building
 - Classroom (capacity of 25 people)

- Partially enclosed kitchen for staging catered events etc.
- Tables and chairs to accommodate 300 people
- Digital signage
- Electronic key system on all exterior doors
- On bus line
- High visibility location in downtown Duluth—within walking distance of civic center, library, restaurants, etc.
- Adjacent metered parking lot, as well as parking ramp (hourly/daily rates available) approximately one block away
- Loading dock

TERM OF PROPOSAL

14. Proposals are currently being accepted for space becoming available January 1, 2024. Proposals for multiple years will be considered for designated areas. Some spaces may not be available for multiple years due to upcoming capital improvement projects.

AWARD OF CONTRACT

- 15. Contract, if awarded, will be awarded to the Responder whose proposal, and interview(s) if requested, demonstrates in St. Louis County's sole opinion the capability to best fulfill the purpose of this RFP and the County's mission and vision for the St. Louis County Depot.
- 16. St. Louis County reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interest of St. Louis County.

PROPOSAL AND PRESENTATION COSTS

17. St. Louis County is not responsible for any costs incurred by any Responder's preparation of a response to this request for proposal, or for any costs incurred in presenting this proposal.

PROPOSAL MODIFICATION

18. Any Responder may modify their proposal by electronic mail (E-mail) depotrfp@stlouiscountymn.org any time prior to the scheduled closing time for receipt of proposals, provided it is received by St. Louis County prior to the closing time.

ADDENDA AND INTERPRETATIONS

- 19. No interpretation of the meaning of pre-proposal documents will be made verbally to any Responder. Every request for such interpretation should be in writing addressed to depotrfp@stlouiscountymn.gov.
- 20. To be given consideration, a request for interpretation must be received by 1:00 PM on May 11, 2023. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed publicly on the St. Louis County website www.stlouiscountymn.gov and www.experiencethedepot.org not later than May 20, 2023. Responders should check the website daily for any such interpretations or supplemental instructions. Failure of any Responder to receive any such

addendum or interpretation shall not relieve such Responder from any obligation under its proposal as submitted. All addenda so issued shall become part of the contract documents.

AMBIGUITY, CONFLICT, OR ERRORS IN RFP

21. Responders are encouraged to promptly notify St. Louis County Administration, in writing, of any apparent major inconsistencies, problems, or ambiguities in this Request for Proposal. Address notifications to: depotrfp@stlouiscountymn.gov. If revisions become necessary, the County will provide a response, in the form of written addenda, on the St. Louis County website www.stlouiscountymn.gov and on www.experiencethedepot.org.

DISCRIMINATION IN EMPLOYMENT - MINN. STAT. § 181.59

22. The Responder agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability or age. The Responder further agrees to comply with all federal, state and local laws or ordinances and applicable rules, regulations and standards established by any governmental agency having jurisdiction over Responder's performance of the provision of the contract.

INSURANCE

- 23. The following insurance must be maintained for the duration of all leases. A Certificate of Insurance for each policy must be on file with St. Louis County Depot Management Office within 15 days of execution of the Lease/Use Agreement contract. Tenant shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.
- 24. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against the successful Responder. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

24.1 **General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

24.2 Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

INDEMNIFICATION CLAUSE

- 25. To the fullest extent permitted by law the Responder shall indemnify and hold harmless the County, Architect and Architect's consultants (if any), and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Responder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract.
- 26. Responder agrees, that in order to protect itself and the County under the indemnity provisions set forth herein, it shall at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled "INSURANCE".
- 27. This provision is not intended to create any cause of action in favor of any third party against the Responder or the County or to enlarge in any way the Responder's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Responder's or the Responder's agents' performance hereunder.

NON-COLLUSION AFFIDAVIT

28. Responder must complete and submit a Non-Collusion Affidavit with Proposal (form included in Section E).

REQUEST FOR CLARIFICATION

29. The County reserves the right to clarify or seek clarification on any proposal with a written request to the Responder. The respondent shall have two (2) business days to provide additional requested information in writing.

STATE BOND FINANCED PROPERTY REQUIREMENTS

30. The Depot is considered State Bond Financed Property pursuant to Minn. Stat. § 16A.695. As such, compliance with the Minnesota Management and Budget Rules is required.

REJECTION OF PROPOSALS

31. Pursuant to Minn. Stat. § 373.01, subd. 1(b), St. Louis County reserves the right to reject any or all proposals submitted when deemed to be in the County's best interest.

AGREEMENT DEVELOPMENT

32. Depot Operations Committee's tenant recommendations will be presented to the St. Louis County Board for approval to enter into a contract. Lease/Use Contract negotiations will be conducted with the selected entities, then sent to the Commissioner of Minnesota Management and Budget for approval. In the event a satisfactory agreement cannot be reached with the selected firm, County Board approval will be sought, and negotiations will be conducted with a subsequent Responder until a satisfactory contract can be established.

Section B Proposal Submittal Format

SPACE USAGE - 6 pts

1. St. Louis County Depot includes common (shared) areas as well as private leased spaces. These spaces can be used for offices, exhibits, performances, commercial/retail enterprises and events. While spaces available should be used for engagement purposes, when possible, we acknowledge the need for minimal use of office and storage space. To the best of your ability, please articulate your organization's need for the following:

Type of Space	Square Footage Needed	Description – Include special needs (climate control, running water, special electrical, etc.) or features (train tracks, sprung floors, seats, stage, etc.)	Usage – Please articulate planned activities for the space requested
Exhibit			
Rehearsal/Performance			
Classes/Workshops			
Commercial/Retail Please Detail			
Event			
Storage			
Other			

- 2. Please label desired space(s) for lease on attached map Exhibit A. Note: Common areas or specifically designated spaces are not available.
- 3. If you have requested space for commercial/retail, please describe what you will be selling that is consistent with the Depot Mission/Vision statement.
- 4. If you have requested space that requires an easement (public access through your space) or public fire egress, please explain how your organization is prepared to address and benefit from that arrangement.

RENTAL RATE – 3 pts

- 5. What is your agreed upon rental rate per square foot? Please take into account the following:
 - Facility costs and basic capital improvements totaled \$8.63 per square foot per year in 2022 (see detailed breakdown in Exhibit B).
 - Requested minimum rental rate for designated train shed areas on map = \$4.97/square foot/year.
 - Required minimum rental rate for for-profit organizations = \$8.16/square foot/year.
 - Required minimum rental rate for non-profit organizations = \$4.97/square foot/year.
 - Required minimum rental rate for designated areas marked with a dot [] on map = \$4.50.
 - *Total includes utilities and maintenance and some janitorial in common areas of the building

QUESTIONS – 33 pts

- 6. Description and brief history of your organization. (*one page maximum*)
- 7. Provide any or all of the following: (please add as separate attachments to your proposal)
 - 7.1 Organizational mission and vision.
 - 7.2 Strategic and/or business plan.
 - 7.3 Diversity Equity Inclusion Accessibility (DEIA) statement.
 - 7.4 Up to two work samples (which may include exhibit descriptions/images, publication citations, videos, other media, and performance citations).
- 8. How does your organization align with The Depot's Mission and Vision, set forth on page 2, Items 8.1 and 8.2. Please be specific. (*one page maximum*)
- 9. As a County-owned building operated by County leadership, how would your organization partner and participate in building-wide efforts? (*one page maximum*)
- 10. Why does The Depot's location, features and historical significance best serve your organization and its customers? (*one page maximum*)
- 11. How would you welcome and interact/engage with your guests in your space? Briefly describe staff, docents, guides, ushers, and security, if applicable. (*one page maximum*)
- 12. How do you see your organization benefitting from being in a building with other organizations, including St. Louis County? (*one page maximum*)
- 13. As a recipient of below market-rate rents, how would St. Louis County taxpayers benefit from your proposed use of leased space? (*one page maximum*)

REFERENCES – 10 pts

14. For respondents not currently in The Depot, please provide three letters of support/recommendation from someone not officially affiliated with your organization, including current board members, current employees, or direct relatives. For current tenants: scoring for this section will include consideration of current and past tenancy.

ATTESTATION

The undersigned hereby declare they are authorized representatives of the proposing entity, and this proposal is submitted in good faith with the intent to be bound by its terms. Additionally, the undersigned declares such proposal has been completed in compliance with all RFP requirements and without collusion.

Executive Director	Date
Board President	Date

Section C Projected Timetable

1.	Request for Proposal (RFP) releasedApril 27, 2023
2.	Setup Optional Pre-Proposal Tours
3.	Questions about RFP Due May 11, 2023
4.	Completed Proposal Due
5.	Evaluation of Responses
6.	Convening of Depot Operations Committee
7.	Interviews/Presentations (<i>if required</i>)
8.	Committee of the Whole
9.	St. Louis County Board Approval to Negotiate LeasesAugust 1, 2023
10.	Notice of Intent to Negotiate Sent to Respondents August 1, 2023
11.	Lease Contract Negotiations
12.	Lease Execution
13.	Commissioner of Minnesota Management and Budget ApprovalNovember 15, 2023

<u>Section D</u> Evaluation of Proposals

All responses will be reviewed by an appointed evaluation committee. Prior to making the final selection, interviews may be scheduled with the selected Responders if required. Proposals will be evaluated in order of importance based upon the following criteria:

	Space Usage	
B.	Rental Rate	3 points
C.	Questions	33 points
D.	References	10 points
E.	Interview (if requested)	3 points

Total Possible Points: 55

<u>Section E</u> Non-Collusion Affidavit

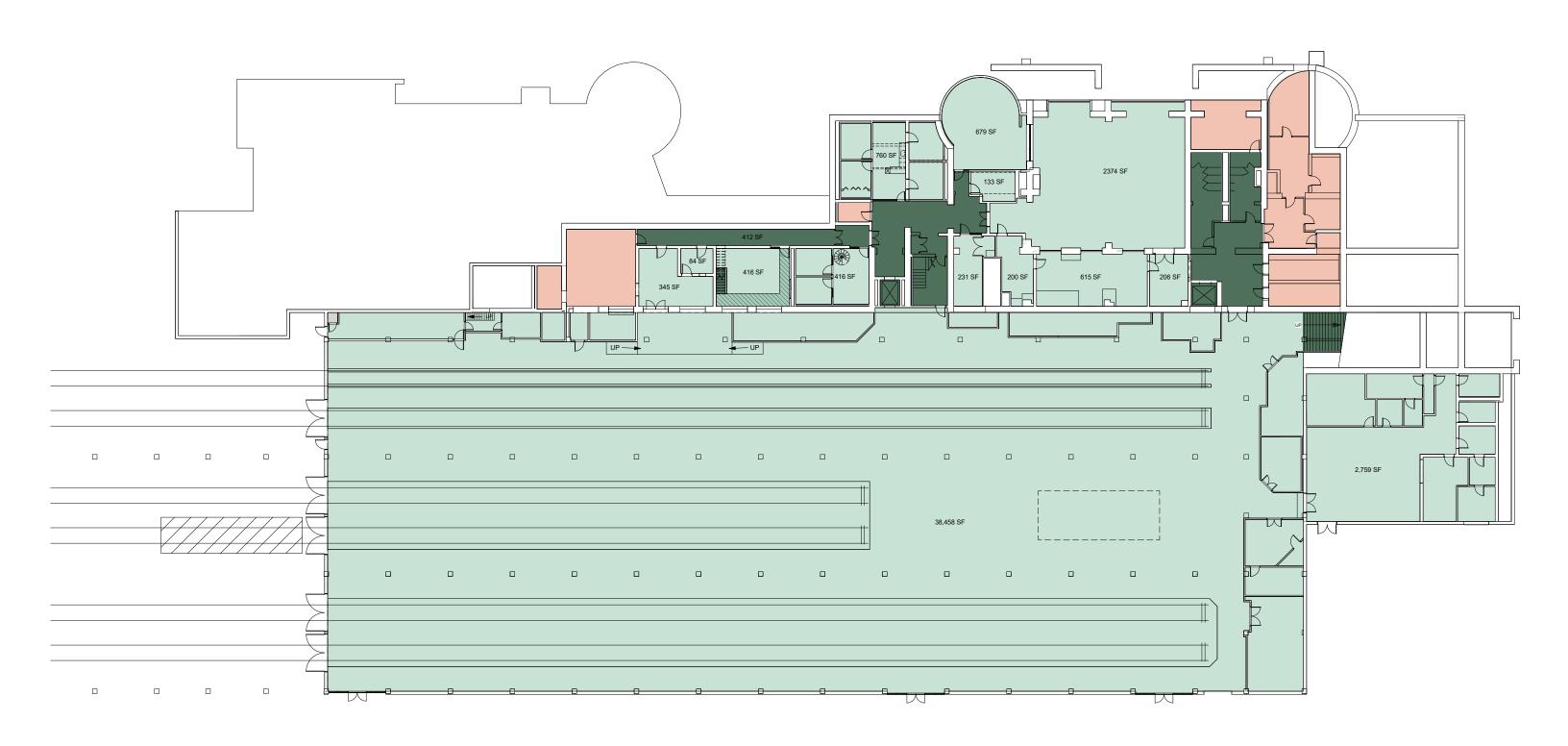
Responder shall affirm below that they have not been involved in collusion with another party in the preparation of this or any other proposal.

Ι, ε	as
Name of Officer or Owner	Title
ofEntity Name	, affirm that the attached proposal is submitted
independent of any other proposal and that _	Entity Name
has no interest, directly or indirectly, in any o	ther proposal being prepared for request.
In addition, I do affirm that	shall not receive any
commission or other payment on the award o	of the request to some other person, association,
firm or corporation.	
ATTEST:	Signature of Officer or Owner
Sworn to and subscribed before me on	
thisday of, 20	
Signature of Notary	

<u>Section F</u> Depot RFP Respondent Checklist

Please	e note: When "Q" and a number follows a bullet point, it refers to questions in Section B.
	Read through Proposal in its entirety
	Review Depot Mission, Vision Statement and Vision Narrative:
	https://www.experiencethedepot.org/blog/slcdepotvisionnarrative/
	Review Depot Tenant Handbook:
	https://www.experiencethedepot.org/wp-content/uploads/2023/04/Depot-Tenant-Handbook-2023-Final.pdf
	Set up an <i>optional</i> pre-proposal tour of The Depot by May 10, 2023
	E-mail depotrfp@stlouiscountymn.gov
	Submit questions about RFP to depotrfp@stlouiscountymn.gov no later than May 11, 2023
	Complete Section B, which includes:
	 Space Usage Complete table (Q1) Label desired space(s) on map (Q2) Answer questions about retail and/or egress (Q3 - Q4)
	 Rental Rate Propose rental rate (Q5)
	 Questions Respond to Questions (Q6 - Q13) Include applicable attachments
	 References For respondents not currently in The Depot, please provide three letters of support/recommendation from someone not officially affiliated with your organization (including current board members, current employees, or direct relatives). (Q14)
	 Attestation Signatures required by Executive Director and Board President (or equivalent)
	Ensure the following materials are received at St. Louis County prior to due date and time listed on the front page of this RFP:
	Non-Collusion Affidavit (Section E)
	If submitting electronically, send to depotrfp@stlousicountymn.gov with subject line "Depot Proposal for Space." Submission must be complete by 1:00 P.M. on May 30, 2023.
	If submitting via mail, all materials must be received by St. Louis County Heritage and Arts Center, Depot Proposal for Space, Attn: Depot Management Office, 506 W. Michigan St., Duluth, MN 55802, no later than 1:00 P.M. on May 30, 2023.
	Keep some availability between June 26 and June 30, 2023 for an interview/presentation (if requested).
	Be prepared for contract negotiations August 2 – September 30, 2023.





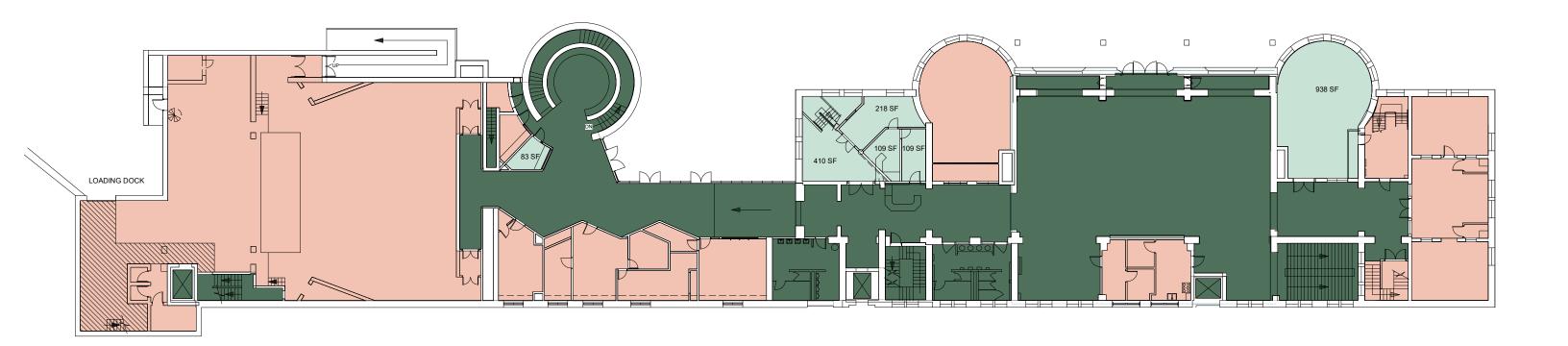










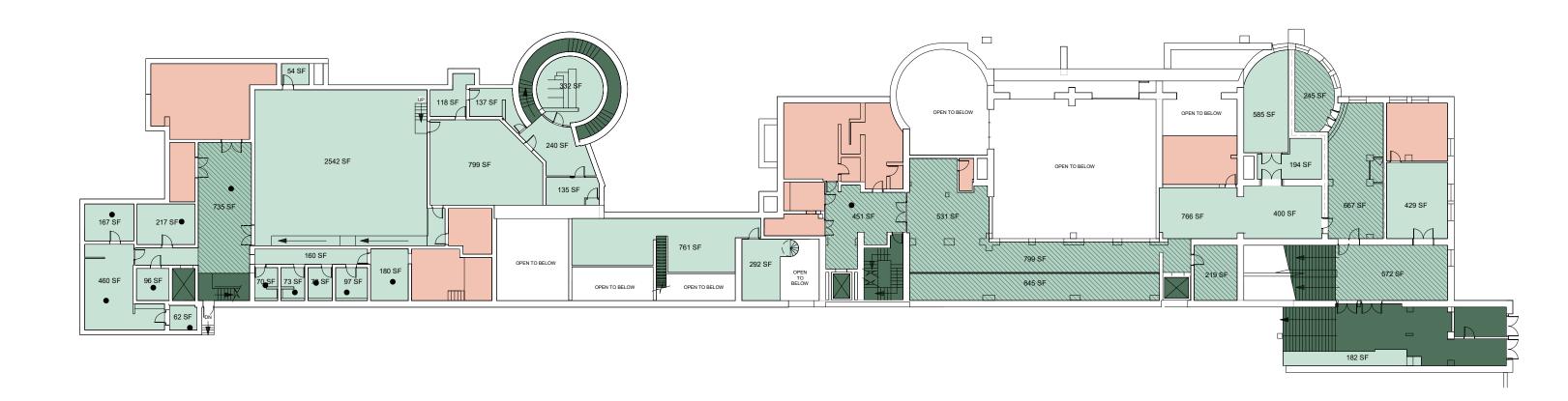












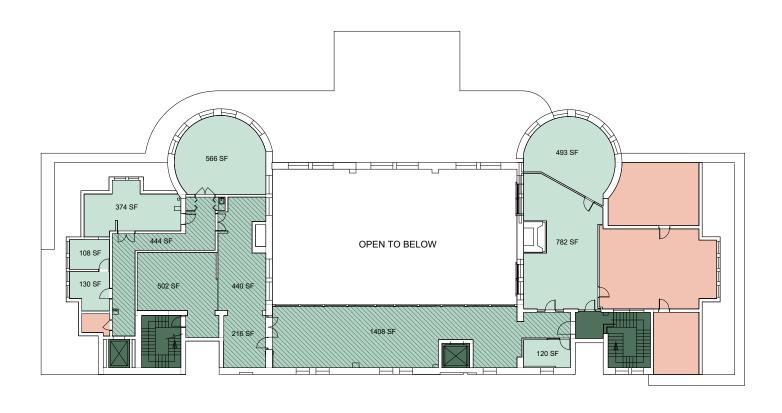


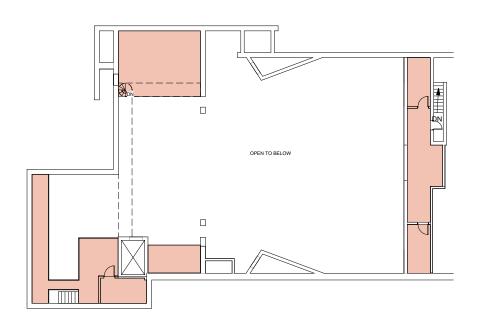












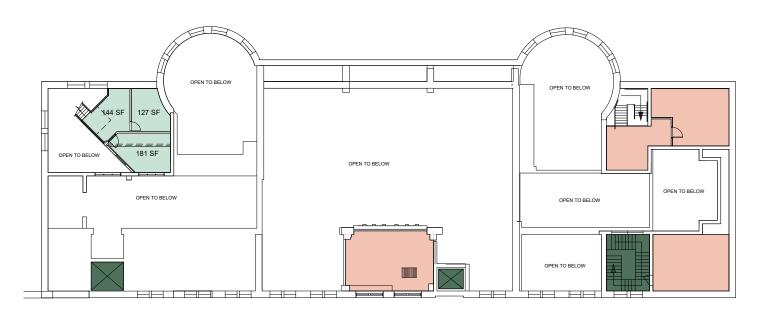






Exhibit B

Donat Ruilding Costs	2022	2023	2024
Depot Building Costs	Actual	Estimated	Estimated
Core Costs	\$ 631,205.35	\$ 662,765.62	\$ 695,903.90
Building Management	\$ 114,459.80	\$ 118,932.79	\$ 123,629.43
Building Improvements	\$ 75,000.00	\$ 76,500.00	\$ 78,030.00
TOTAL Costs	\$ 820,665.15	\$ 858,198.41	\$897,563.33
Cost per Square Foot:			
Core Costs per Square Foot (110k total sf)	\$ 5.74	\$ 6.03	\$ 6.33
Building Managment Cost per Square Foot (110k total sf)	\$ 1.04	\$ 1.08	\$ 1.12
Building Improvements Per Square Foot Cost (110k total sf)	\$ 0.68	\$ 0.70	\$ 0.71
TOTAL Cost per Square Foot	\$ 7.46	\$ 7.80	\$ 8.16

Notes:

2022 Costs

- 2022 Core Costs include: Security, Water/Sewer, Garbage, Power, Heat, Insurance, Custodial, Consumables, Basic Building Repairs, Engineering Costs
- 2022 Building Management Costs include: Ongoing Building Maintenance and a portion of costs for Building Marketing Initiatives and Depot staff
- 2022 Building Improvements include a portion of actual building improvement costs that may include

(but not limited to): lighting control system engineer services (\$9,250), canopy roof replacement (\$738,800), fire alarm system (\$352,634), architectural and engineering design services agreement

2023 Costs and Beyond

- 2023 Estimates and beyond take into consideration a tenant contribution of \$25k total per year for marketing initiatives
- 2023 Estimates and beyond take into consideration a tenant contribution of approximately 25% of Depot staff time

General

- Estimated increases are approximately 5% per year; however, actual core costs (from 2021 to 2022) increased by 27% due to additional clean-up and higher than anticipated costs for heat, power, and building repairs
- The required miminum rate of \$4.97 is much lower than the estimated \$6.33 per square foot for core costs; this reduced rate reflects the County's goal to offer more affordable rates to non-profit organizations