

Highlands Center at Cape Cod National Seashore  
Request for Proposals for Program Partners  
and  
Request for Qualifications for a Management Partner

APPENDICES

## Appendix: A. LEASING REGULATIONS (36 CFR PART 18)

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### Title 36: Parks, Forests, and Public Property

#### PART 18—LEASING OF PROPERTIES IN PARK AREAS

**Authority:** 16 U.S.C. 1 *et seq.*, particularly 16 U.S.C. 1a–2(k), and, 16 U.S.C. 470h–3.

**Source:** 66 FR 66759, Dec. 27, 2001, unless otherwise noted.

#### § 18.1 What is the authority and purpose for this part?

16 U.S.C. 1 *et seq.*, particularly 16 U.S.C. 1a–2(k), and, 16 U.S.C. 470h–3 are the authorities for this part. These authorities allow the Director (or delegated officials) to lease certain federally owned or administered property located within the boundaries of park areas. All leases to be entered into by the Director under these authorities are subject to the requirements of this part, except that, proposed leases that were solicited pursuant to this part prior to January 28, 2002, may be executed in accordance with the terms of the solicitation.

#### § 18.2 What definitions do you need to know to understand this part?

In addition to the definitions contained in 36 CFR Part 1, the following definitions apply to this part:

(a) *Associated property* means land and/or structures (e.g., parking lots, retaining walls, walkways, infrastructure facilities, farm fields) related to a building or buildings and their functional use and occupancy.

(b) *Building* means an enclosed structure located within the boundaries of a park area and constructed with walls and a roof to serve a residential, industrial, commercial, agricultural or other human use.

(c) *Commercial use authorization* means a written authorization to provide services to park area visitors issued by the Director pursuant to Section 418 of Public Law 105–391 and implementing regulations.

(d) *Concession contract* has the meaning stated in 36 CFR part 51.

(e) *Fair market value rent* means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the property to be leased, under the terms and conditions of the lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the lessor and the lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Determinations of fair market value rent under this part are to be made taking into account the considerations stated in §18.5.

(f) *Historic building* means a building or buildings located within the boundaries of a park area if the building is part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

(g) *Historic land* means land located within the boundaries of an historic property.

(h) *Historic property* means building(s) and land located within the boundaries of a park area if the building(s) and land are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

(i) *Land* means unimproved real property.

(j) *Lease* means a written contract entered into under the authority of this part through which use and possession of property is granted to a person for a specified period of time.

(k) *Non-historic building* is a building (or buildings) and its associated property located within the boundaries of a park area but not part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

(l) *Non-historic land* means land located within the boundaries of a park area that is not associated property and is not part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

(m) *Non-historic property* means building(s) and/or land that are located within the boundaries of a park area but are not part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

(n) *Park area* means a unit of the national park system.

(o) *Property* means both historic and non-historic property that is located within the boundaries of a park area and is federally owned or administered.

(p) *Request for bids* refers to the lease bid process described in §18.7.

(q) *Request for proposals* refers to the lease proposal process described in §18.8.

(r) *Responsive bid or proposal* means a timely submitted bid or proposal that meets the material requirements of a request for bids or a request for proposals.

#### § 18.3 What property may be leased?

(a) *In general.* The Director may lease any property (except non-historic land) under this part if the Director makes the determinations required by §18.4.

(b) *Non-historic land.* Non-historic land may not be leased under this part. Certain non-historic land is eligible for leasing under 36 CFR part 17.

#### § 18.4 What determinations must the Director make before leasing property?

Before leasing property in a park area under this part, the Director must determine that:

(a) The lease will not result in degradation of the purposes and values of the park area;

(b) The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area;

(c) The lease contains such terms and conditions as will assure the leased property will be used for activity and in a manner that are consistent with the purposes established by law for the park area in which the property is located;

(d) The lease is compatible with the programs of the National Park Service;

(e) The lease is for rent at least equal to the fair market value rent of the leased property as described in §18.5;

(f) The proposed activities under the lease are not subject to authorization through a concession contract, commercial use authorization or similar instrument; and

(g) If the lease is to include historic property, the lease will adequately insure the preservation of the historic property.

### **§ 18.5 May property be leased without receiving fair market value rent?**

Property may be leased under this part only if the lease requires payment of rent to the government equal to or higher than the property's fair market value rent. The determination of fair market value rent shall take into account:

(a) Any restrictions on the use of the property or terms of the lease that limit the value and/or the highest and best use of the property; and

(b) Any requirements under the lease for the lessee to restore, rehabilitate or otherwise improve the leased property.

### **§ 18.6 Are there limitations on the use of property leased under this part?**

(a) A lease issued under this part may authorize the use of the leased property for any lawful purpose, subject to the determinations required by §18.4 and the limitations on activities set forth in paragraph (b) of this section.

(b) Unless otherwise authorized by law, a lease issued under this part may not authorize the lessee to engage in activities that are subject to authorization through a concession contract, commercial use authorization or similar instrument. Proposed lease activities are subject to authorization under a concession contract if the Director determines in accordance with 36 CFR part 51 and park area planning documents and related guidelines and policies that the proposed activities meet applicable requirements for issuance of a concession contract. Proposed activities are subject to authorization under a commercial use authorization if the Director determines in accordance with park area planning documents and related guidelines and policies that the proposed activities meet applicable requirements for issuance of a commercial use authorization.

### **§ 18.7 How are lease proposals solicited and selected if the Director issues a Request for Bids?**

(a) If the amount of the rent is the only criterion for award of a lease, the Director may solicit bids through issuance of a request for bids as

described in this section. If historic property is to be leased under the authority of this section, the Director must comply with 36 CFR part 800 (commenting procedures of the Advisory Council on Historic Preservation) at an appropriate time during the leasing process.

(b) A request for bids under this section shall be advertised by public notice published at least twice in local and/or national newspapers of general circulation. The notice shall provide at least a thirty (30) day period from the last date of publication for the submission of sealed bids. The notice will provide necessary information to prospective bidders. It may specify a minimum rent and/or require submission of a rent deposit or advance rent payment. Bids will be considered only if timely received at the place designated in the request. Bids must be in the form specified by the Director, or, if no form is specified, a bid must be in writing, signed by the bidder or authorized representative, state the amount of the bid, and refer to the applicable public notice. If the notice requires submission of a rent deposit or advance rent payment, the bids must include the required funds in the form of a certified check, post office money order, bank drafts, or cashier's checks made out to the United States of America. The bid (and payment where applicable) must be enclosed in a sealed envelope upon which the bidder shall write: "Bid on lease of property of the National Park Service" and shall note the date the bids are to be opened.

(c) Bids will be opened publicly by the Director at a time and place specified in the public notice. Bidders or their representatives may attend the bid opening. The bidder submitting a responsive bid offering the highest rent will be selected for award of the lease (subject to a determination of financial capability by the Director). A responsive bid is a bid that meets the material terms and conditions of the request for bids. The Director shall accept no bid in an amount less than the fair market rental value as determined by the Director. If two or more bids are equal, a drawing shall make the lease award by lot limited to the equal responsive bids received.

(d) When a property is to be leased through a request for bids, the bidder that is declared by the Director to be the high bidder shall be bound by his bid and this part to execute the offered lease, unless the bid is rejected. If the declared high bidder fails to enter into the lease for any reason, the Director may choose to enter into the lease with the next highest bidder (if that bidder offered to pay at least the fair market rent value). The Director may reject any and all bids in his discretion and resolicit or cancel a lease solicitation under this part at any time without liability to any person.

### **§ 18.8 How are lease proposals solicited and selected if the Director issues a Request for Proposals?**

(a) When the award of a lease is to be based on selection criteria in addition to or other than the amount of the rent, the Director must, subject to §18.9, solicit proposals for the lease through issuance of a public Request for Proposals (RFP).

(b) An RFP may be preceded by issuance of a public Request for Qualifications (RFQ). The purpose of an RFQ is to select a "short list" of potential offerors that meet minimum management, financial and other qualifications necessary for submission of a proposal in response to an RFP. If the Director issues an RFQ, only persons determined as qualified by the Director under the terms of the RFQ shall be eligible to submit a proposal under the related RFP.

(c) The Director must provide public notice of the leasing opportunity by publication at least twice in local and/or national newspapers of general circulation and/or through publication in the Commerce Business Daily. The public notice shall contain general information about the leasing opportunity and advise interested persons how to obtain a copy of the RFP (or RFQ where applicable). The RFP (and RFQ where applicable) shall contain appropriate information about the property proposed for lease, including limitations on the uses of the property to be leased, information concerning the leasing process, information and materials that must be contained in a proposal, the time and place for submission of proposals, terms and

conditions of the lease, and the criteria under which the Director will evaluate proposals. The RFP may state the fair market value rent as the minimum acceptable rent if determined by the Director at that time. The RFP (and RFQ where applicable) must allow at least sixty (60) days for submission of proposals (or qualifications under an RFQ) unless a shorter period of time is determined to be sufficient in the circumstances of a particular solicitation.

(d) The Director may determine that a proposal is non-responsive and not consider it further. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of the RFP. After the submission of offers and prior to the selection of the best overall proposal, the Director may request from any offeror additional information or written clarification of a proposal, provided that proposals may not be amended after the submission date unless all offerors that submitted responsive proposals are given an opportunity to amend their proposals. The Director may choose to reject all proposals received at any time and resolicit or cancel a solicitation under this part without liability to any person.

(e) (1) The criteria to be used in selection of the best proposal are:

(i) The compatibility of the proposal's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of the park;

(ii) The financial capability of the offeror to carry out the terms of the lease;

(iii) The experience of the offeror demonstrating the managerial capability to carry out the terms of the lease;

(iv) The ability and commitment of the offeror to conduct its activities in the park area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling; and

(v) Any other criteria the RFP may specify.

(2) If the property to be leased is an historic property, the compatibility of the proposal with the historic qualities of the property shall be an additional selection criterion. If the RFP requires proposals to include the amount of rent offered, the amount of rent offered also shall be an additional selection criterion.

(f) The Director will evaluate all responsive proposals received. The responsive proposal determined by the Director to best meet on an overall basis the evaluation criteria will be selected for negotiation of the lease. If two or more responsive proposals are determined by the Director to be substantially equal under the evaluation criteria, the Director shall provide an opportunity for those proposals to be amended by their offerors as necessary for the Director to select the best amended proposal. In such circumstances, the Director will provide each offeror that submitted a substantially equal proposal appropriate information as to how their proposals may be amended in order to enhance the possibility of selection as the best amended proposal. If two or more proposals remain as substantially equal after amendment, the Director will select for negotiation of the lease from among these proposals the proposal that the Director determines on an overall basis will be most beneficial to effective management of the park area.

(g) The Director will provide the offeror that submitted the best overall responsive proposal as determined by the Director a specified period of time to negotiate the final terms of the lease (and may enter into a letter of intent to negotiate in this connection). The final terms of the lease must be consistent with the requirements of the RFP. If the negotiations do not result in an executed lease within the specified time period, the Director, in his discretion, may extend the negotiation period, terminate negotiations and negotiate with the offeror that submitted the next best responsive proposal, or, cancel the solicitation.

(h) RFPs may state that the amount of rent to be paid will be negotiated subsequently with the offeror that submitted the best proposal, initially or as amended. The Director may execute a lease only if the Director determines that it requires the lessee to pay at least the fair market value rent of the leased property.

(i) The Director may execute a lease that includes historic property only after complying with 36 CFR part 800 (commenting procedures of the Advisory Council on Historic Preservation).

### **§ 18.9 When may the Director lease property without issuing a request for bids or a request for proposals?**

The Director, except as provided in this section, may not lease property without issuing a request for bids or a request for proposals in compliance with §18.7 or §18.8. The Director under this part may enter into leases with non-profit organizations (recognized as such by the Internal Revenue Service) or units of government without complying with §§18.7 or 18.8 if the Director determines that the non-profit or governmental use of the property will contribute to the purposes and programs of the park area. All other requirements of this part are applicable to leases entered into or to be entered into under authority of this section. The Director may enter into leases under this part with a term of sixty (60) days or less without complying with §§18.7 or 18.8 if the Director determines that to do so is in the best interests of the administration of the park area. If historic land is to be leased under the authority of this section, the Director must comply with 36 CFR part 800 (commenting procedures of the Advisory Council on Historic Preservation) before entering into the lease.

### **§ 18.10 How long can the term of a lease be?**

All leases entered into under this part shall have as short a term as possible, taking into account the financial obligations of the lessee and other factors related to determining an appropriate lease term. No lease shall have a term of more than 60 years. Leases entered under the authority of this part may not be extended, except that, leases with an initial term of one (1) year or more may be extended once for a period not to exceed one (1) additional year if the Director determines that an extension is necessary because of circumstances beyond the Director's control.

### **§ 18.11 What general provisions must a lease contain?**

All leases entered into under this part must contain terms and conditions that are determined necessary by the Director to assure use of the leased property in a manner consistent with the purposes of the applicable park area as established by law, and where applicable, to assure the preservation of historic property.

### **§ 18.12 What specific provisions must a lease contain?**

All leases entered into under this part must contain:

(a) A termination for cause or default provision;

(b) Appropriate provisions requiring the lessee to maintain the leased property in good condition throughout the term of the lease;

(c) Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the Director's written approval. Such subleases and assignments shall be approved only of the Director determines, among other relevant matters, that the proposed sub-lessee or assignee is financially and managerially capable of

carrying out the terms of the lease. Assignment of a lease for the purpose of effectuating an encumbrance to the lease or the leased property is subject to approval pursuant to the requirements of paragraph (l) of this section;

(d) Appropriate provisions requiring the lessee to secure and maintain from responsible companies liability insurance sufficient to cover losses connected with or occasioned by the use and activities authorized by the lease. Types and amounts of insurance coverage will be specified in writing and periodically reviewed by the Director;

(e) Appropriate provisions, unless the Director determines otherwise in the circumstances of a particular lease, requiring the lessee to obtain from responsible companies casualty insurance (including flood insurance if applicable) in an amount sufficient to protect the interests of the lessee and the government. In the event of casualty, the lessee shall be required to repair or replace damaged or destroyed property unless otherwise determined by the Director;

(f) Appropriate provisions requiring the lessee to save, hold harmless, and indemnify the United States of America and its agents and employees for all losses, damages, or judgments and expenses resulting from personal injury, death or property damage of any nature arising out of the lessee's activities under the lease, and/or the activities of the lessee's employees, subcontractors, sub-lessees, or agents. No lease entered into this part may contain provisions intended to provide indemnification or other assurances to the lessee regarding the conduct or activities of the Director concerning the lease or the administration of the applicable park area. Leases may contain appropriate provisions that commit the Director to accept responsibility for tortious actions of government officials to the extent authorized by the Federal Torts Claim Act or as otherwise expressly authorized by law;

(g) Appropriate provisions requiring the lessee to pay for use of all utilities used by the lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to lessee activities;

(h) Appropriate provisions stating that the lessee has no rights of renewal of the lease or to the award of a new lease upon lease termination or expiration and that the lease is subject to cancellation by the Director in the exercise of the sovereign authority of the United States to the extent provided by applicable law;

(i) Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property, provided that, a lease may contain appropriate provisions that authorize the lessee to construct, subject to the prior written approval of the Director, minor additions, buildings and/or structures determined by the Director to be necessary for support of the authorized activities of the lessee and otherwise to be consistent with the protection and purposes of the park area. Approval by the Director of new construction may only be granted if the Director makes the determinations required by §18.4;

(j) Appropriate provisions requiring that:

(1) Any improvements to or demolition of leased property to be made by the lessee may be undertaken only with written approval from the Director;

(2) That any improvements to or demolition of historic property may only be approved if the Director determines that the improvements or demolition complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR part 68); and

(3) Any improvements made by a lessee shall be the property of the United States;

(k) Appropriate provisions that describe and limit the type of activities that may be conducted by the lessee on the leased property. The types of activities described in a lease may be modified from time to

time with the approval of the Director through an amendment to the lease. The Director may approve modified activities only if the determinations required by §18.4 remain valid under the proposed modified activities and the proposed activities are otherwise determined appropriate by the Director;

(l) Appropriate provisions, unless the Director determines not to permit pledges or encumbrances in the circumstances of a particular lease, authorizing the lessee to pledge or encumber the lease as security, provided that any pledge or encumbrance of the lease and the proposed holder of the pledge or encumbrance must be approved in writing in advance by the Director and that a pledge or encumbrance may only grant the holder the right, in the event of a foreclosure, to assume the responsibilities of the lessee under the lease or to select a new lessee subject to the approval of the Director. Pledges or encumbrances may not grant the holder the right to alter or amend in any manner the terms of the lease;

(m) Appropriate provisions stating that fulfillment of any obligations of the government under the lease is subject to the availability of appropriated funds. No lease issued under authority of this part shall entitle the lessee to claim benefits under the Uniform Relocation Assistance Act of 1970 (Public Law 91-646) and all leases entered into under the authority of this part shall require the lessee to waive any such benefits; and

(n) Appropriate provisions granting the Director and the Comptroller General access to the records of the lessee as necessary for lease administration purposes and/or as provided by applicable law.

## APPENDIX B. LIST OF REFERENCES

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The National Park Service and consultants have completed a number of reports and studies on the Highlands Center and assembled background information to inform this *Request for Proposals*. Some of these studies may assist in development of proposals while others simply provide more detailed project information. Reports are available for the cost of copying and delivery by directly contacting the following copy shop:



Shank Painter Co., Inc.  
100 Shank Painter Road (P.O. Box 143)  
Provincetown, MA 02657  
Phone (508) 487-1709  
Toll Free (800) 439-1709  
Fax (508) 487-4791

2000 *Renewable Energy Opportunity Assessments for CCNS Highlands Center*, Prepared by Architectural Energy Corporation for the Federal Energy Management Program and National Renewable Energy Laboratory, Boulder, CO. 122 pages.

### REFERENCES

2002 "Landscape Site Plan Report," Prepared by Patricia Quintero Brouillette, NFS Landscape Architect, Boston, MA. 8 pages plus one 11" x 17" foldout.

1999 "Proceedings of the Highlands Center Roundtable Meeting," Community Partners Consultants, Inc. for the National Park Service, Medford, MA. 27 pages.

2001 *Market Assessment for the Highlands Center*, Byrne McKinney and Associates, Inc. for the NFS, Boston, MA. 39 pages.

1999 "Summary of Program Development Research and Public Outreach for the Highlands Center at Cape Cod National Seashore," Heritage Partners, Inc. consultants with Cape Cod National Seashore for the National Park Service, Wellfleet, MA. 47 pages.

2001 "A Review of the Radio Frequency/Microwave Exposure at the Former North Truro Air Force Station," Prepared by James B. Robertson, Ph.D., NC. 9 pages.

1999 *Site Plan and Environmental Assessment for the Former North Truro Air Force Station*, NFS Cape Cod National Seashore, Wellfleet, MA. 63 pages.

2001 "Summary of Potential Funding," Heritage Partners/Community Partners Consultants, Inc. for the NFS. Medford, MA. 22 pages.

1999 "Evaluation of the Existing Wastewater and Water and Fire Suppression Systems at the former North Truro Air Force Station," Bryant Associates, Inc. Title 1 Facilities Planning Study for the National Park Service, Boston, MA. 55 pages plus , 11"x17" foldouts.

2001 Building Rehabilitation and Demolition Analysis, Bargmann Hendrie + Archetype Title 1 Facilities Planning Study for the NFS, Boston, MA. Approximately 85 pages.

1999 "Electrical Utility Study" SAR Engineering, Inc. Title 1 Facilities Planning Study for the National Park Service, Quincy, MA. 15 pages plus 1 foldout.

2000 Building Condition Assessment, Bargmann Hendrie + Archetype Title 1 Facilities Planning Study for the NFS, Boston, MA. Approximately 350 pages.

1994 *Environmental Baseline Survey at North Truro Air Force Station*, Radian Corporation for the US Air Force and Army Corps, Rochester, NY. 65 pages.

## APPENDIX C. PROPOSAL TEMPLATE FORMS

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Guide to the Financial Worksheets (Download at [www.nps.gov/caco](http://www.nps.gov/caco))

### Program

This sheet is intended to help NPS understand exactly which buildings you would like to use and how you expect to use them.

In the first worksheet on this page please insert the # of gross square feet each program use is expected to occupy in each building. Add program uses to the list if you do not see a description that fits your particular concept.

In the second worksheet on this page please tell NPS how many units of each use you are expecting in each building. For example, if it is a classroom use how many seats will the space accommodate, or if it is dormitory space, how many beds. Again, add program uses to the list if you do not see a description that fits your particular concept.

### Cost

This sheet is intended to help NPS understand how much the construction of your project is expected to cost. This is specifically not about the cost of program development, but instead is focused on the cost of building renovations.

By building, please tell NPS how much you expect to spend to renovate the buildings for each program use. Also please provide detail concerning your budgets for interior finishes as well as sitework, landscaping and a variety of soft costs. Please feel free to add categories if the ones provided do not fit.

### Income

This sheet is intended to help NPS understand how much revenue you expect to collect each year from program fees as well as grants and other sources and what you have budgeted for expenses associated with operating the building and your program.

Revenue estimates should detail the program fees expected from each use in each building along with any supplemental annual funding expected from, grants or other fund sources. Please try to be as specific as possible about the sources.

Expense estimates should detail your budget for both program and real estate costs. We understand that it may not always be possible to disaggregate these expenses, however, we must be able to see both how your revenues are able to support the full cost of your proposed program and what expectations you have about the annual costs of maintaining the property you intend to lease.

Finally, the prospectus asks for a proposed annual budget for contributing to site-wide management and operations (Service District Charge), for an estimate of the annual amount you expect to pay to satisfy the requirements of any debt or equity capital needed for the building rehabilitation and for your estimate of the supportable fair market rent payment to NPS.

The leases of Program Partners will require payment of fair market value rent to NPS. However, the NPS determination of fair market value rent will take into account the rehabilitation costs associated with the leased property and the limitations on the uses of the property described in this prospectus. The annual Service District Charge will be a portion of that rental value. In general, prospective Program Partners should anticipate paying rent comparable to rents for similar space in the Cape Cod area used for educational non-profit purposes, subject to appropriate downward adjustment to reflect the necessary rehabilitation costs.

### Finance

This sheet is intended to help NPS understand where you expect to get the funds to implement the proposed program and how you expect to use those moneys. The total sources and total uses should both add to the total project cost described on the earlier cost sheet.

Financing sources are divided into two categories, including debt, which includes loans and any other funds you expect to pay back at a specified interest rate; and equity, which includes grants and any funds without a guaranteed repayment obligation. Please be as specific as you can be about what sources you expect to bring to the project and to which buildings the funds would be applied.

The funding uses estimates should detail how you expect to spend the money . . . that is, on what elements of the development budget. Total uses of funds should equal total sources of funds.

**Program**

**Respondent Name:**

<b>Gross Square Feet by Use by Building</b>	<b>Building #</b>	<b>Building #</b>	<b>Building #</b>	<b>Building #</b>
Artist Studio				
Classrooms				
Conference/Meeting Space				
Dining				
Dormitory				
Gallery				
Housing				
Laboratory				
Live-Work Space				
Lodging				
Maintenance				
Offices				
Performance Space				
Public Assembly Space				
Work Shop Space				
Other- Describe				
Other-Describe				
Other-Describe				
<b>TOTAL PROGRAM GSF</b>				

<b>Units by Use of Building</b>	<b>Building #</b>	<b>Building #</b>	<b>Building #</b>	<b>Building #</b>
Artist (# Studios)				
Classrooms (# Seats)				
Conference/Meeting Space (# Seats)				
Dining (# Seats)				
Dormitory (# Beds)				
Gallery (# SF)				
Housing (# Units)				
Laboratory- Dry (# SF)				
Laboratory- Wet (# SF)				
Live-Work Space (# SF)				
Lodging (# Rooms)				
Maintenance (# SF)				
Offices (# SF)				
Performance Space (# SF)				
Public Assembly Space (# Seats)				
Workshop Space (# SF)				
Other- Describe				
Other-Describe				
Other-Describe				
<b>TOTAL PROGRAM UNITS</b>				

**Development Cost**

**Respondent Name:**

Development Cost	Building #	Building #	Building #	Building #
<b>Pre-Development</b>				

<b>Hard Cost</b>				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Renovation & Use _____				
Demolition				
Sitework				
Utility Hook Ups				
Building Interior Finishes				
Landscaping				
Other				
Other				
<b>SUB-TOTAL</b>				

<b>Soft Cost</b>				
General Conditions				
Architecture & Engineering				
Legal				
Finance Fees				
Marketing				
Administration				
Construction Loan Interest				
Other				
Other				
<b>SUB TOTAL</b>				

<b>Contingencies</b>				
Hard Cost				
Soft Cost				
<b>SUBTOTAL</b>				

<b>TOTAL PROJECT COST</b>				
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**Operating Data**

**Respondent Name:**

<b>Stabilized Operating Proforma</b>	<b>Building #</b>	<b>Building #</b>	<b>Building #</b>	<b>Building #</b>
<b>Revenue (by Source)</b>				
Use/Activity _____				
Use/Activity _____				
Use/Activity _____				
Use/Activity _____				
Use/Activity _____				
Use/Activity _____				
Use/Activity _____				
Use/Activity _____				
Grant _____				
Grant _____				
Grant _____				
Grant _____				
Other _____				
Other _____				
Potential Gross				
Vacancy Loss				
Effective Gross				

<b>Program Expenses</b>				
Payroll				
Administrative Overhead				
Materials				
Marketing				
Other				
Other				
Other				
Other				
<b>TOTAL PROGRAM OPERATION</b>				

<b>Real Estate Expenses</b>				
General/Admin				
Operations				
Building Maintenance				
Grounds				
HVAC				
Electricity				
Security				
Other				
Other				
Other				
<b>TOTAL RE OPERATION</b>				

<b>Net Income After Expenses</b>				
Reserves				
Annual Cost of Debt & Equity				
Fair Market rent to NPS (including Service District Charge)				
Net Cashflow				

**Financing**

**Respondent Name:**

Sources & Use By Building	Building #	Building #	Building #	Building #
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Debt Sources (Loans)				
Source _____				
Source _____				
Source _____				
Source _____				
Source _____				
<b>SUB TOTAL DEBT</b>				

<b>Equity Sources (Grants/Other Investments)</b>				
Source _____				
Source _____				
Source _____				
Source _____				
Source _____				
<b>SUB TOTAL EQUITY</b>				
<b>TOTAL SOURCES</b>				

<b>Use of Funds</b>				
Use of Funds _____				
Use of Funds _____				
Use of Funds _____				
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<b>TOTAL USES</b>				

## APPENDIX D. HIGHLANDS CENTER SITE PLANNING AND ENVIRONMENTAL CONSIDERATIONS

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### SUMMARY OF PLANNING AND COMMUNITY OUTREACH

In December 1994 approximately 110 acres of the North Truro station (and 8-1/2 acres of road and utility easements) were conveyed to the National Park Service, in accordance with the authorizing legislation for Cape Cod National Seashore (PL 87-126), which allows the National Park Service to accept transfers of excess federal properties within the National Seashore boundary. The uses of the property need to be consistent with the purposes and management objectives of the National Seashore, including protecting natural and cultural resources, preserving local cultural heritage, providing opportunities for public use, and promoting public awareness of environmental protection and stewardship. The transferred property included about 60 structures and over 80 acres of open space. Also, approximately 16 acres were transferred from the US Air Force to the Federal Aviation Administration, plus about 7 acres of easements.

Early in the planning process, National Seashore managers initiated a dialogue with Outer Cape communities and regional organizations about appropriate use of the site. The dialogue highlighted community goals that have been considered in developing a comprehensive vision for the site. The site vision was developed concurrently with the 1998 *General Management Plan*, which calls for the former air force station to be reused as a venue to help meet the goal of nurturing and celebrating the culture and environment of the Outer Cape. The center is patterned after other military base conversions and similar public/private program initiatives in other national park system units. Cape Cod National Seashore has committed staff and funding to the project and will continue to work cooperatively with the community to plan and implement the vision for the site.

A *Site Plan and Environmental Assessment for the former North Truro Air Force Station* was issued in January 1999. The site plan provides a strategy for the management, rehabilitation



and reuse of the former North Truro air force station consistent with the *General Management Plan*. Public and community involvement was initiated through this process. Focus groups and a roundtable session were convened in 1999 to gather additional input on program development interests and possibilities. Art studios, educational venues and field station and housing facilities were repeatedly discussed. Program development outreach and roundtable summary reports are available.

A two-year agreement between National Park Service and Highlands Center, Inc. (HCI) was signed on April 1, 2002. HCI is now the primary fundraising partner of the Highlands Center project. The purpose of the agreement is to coordinate fundraising and other activities intended to benefit the Highlands Center at Cape Cod National Seashore. This recently formed 501(c)(3) non-profit organization has initial board members, several staff and consultants, committee members and volunteers who have taken on the non-government partnership role of initiating fundraising and outdoor programming.

The agreement with HCI also marked the finale of a two-year General Agreement with the Lower Cape Cod Community Development Corporation (CDC) Highlands Center Steering Committee. HCI was formed as a direct result of their work. The participation of the CDC Steering Committee's various work groups – friend-raising, real estate, governance, and outreach - helped bring the private sector side of the project to this point.

#### NEARBY LAND USES AND PUBLIC USE CONSIDERATIONS

The Highlands Center is located on Old Dewline Road in Truro, Massachusetts. It is approximately 1-1/2 miles from the Route 6 Highland Light exit. It is located just south of the Highland Light, museum and golf links area. One of the Town's ocean beaches, Coast Guard Beach, is nearby.

About 20-acres on the northeast quadrant of the site were conveyed to the Federal Aviation Administration for its continuing operation of the long-range radar facility that tracks regional aircraft. Additional information is provided in the next section.

The National Park Service/Cape Cod National Seashore is committed to creating an environment that does not overly

burden the roads and natural surroundings. Transportation demand management solutions will need to address any proposed uses with expected high volumes of vehicle trips, such as shuttles for special events. The Highlands Center will enrich the cultural environment of Cape Cod. The intent is to create a year-round environment that will offer an attractive setting for a number of Cape organizations and residents to carry out their work.

#### SUMMARY OF PREVIOUS SITE PLANNING AND ENVIRONMENTAL ASSESSMENTS

In 1994 the US Air Force and Army Corps completed an *Environmental Baseline Survey* at North Truro Air Force Station. The report documents the process used by the Department of Defense to identify and abate known friable asbestos, underground storage tanks, and PCB transformers. It also identifies lead paint levels in the single-family residential buildings. No known fuel or pesticide contamination was disclosed.

Since some intensive clean up activities in the early 1990s the NPS has become aware of additional potential residual contamination. For instance, some areas were not studied and hazardous materials were discovered in the old sewer system pipes. The National Park Service will not require that potential partners be responsible for such remediation activity of the *site* and partners will not be obligated to put funds into buildings until the hazardous materials concerns affecting the ability to install new infrastructure have been addressed. The NPS is attempting to leverage federal funds for additional hazardous materials investigation and remediation through funding requests and requests for assistance to the United States Air Force in 2002.

The Federal Aviation Administration (FAA) provided a 1995 Environmental Assessment of the replacement radar dome projecting no adverse health effects from that proposed facility. Radiation readings by the FAA in April 2000 establish that exposure levels are well below U.S. Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) standards. Additional radiation readings arranged for by the Commonwealth of Massachusetts-through researchers from the Massachusetts Institute of Technology confirm this finding. An independent consultant found no risk to visitors and employees from the radar dome.