



# United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW

Washington, DC 20240

## Memorandum

**To:** (Memo to File)

**From:** Director, National Park Service

**Subject:** Approval to Lease Portions of Historic Floyd Bennett Field

This memorandum serves as my determination that the proposed lease terms described below meet the requirements to enter into a non-competitive lease for portions of Floyd Bennett Field in the Jamaica Bay Unit of Gateway National Recreation Area (Park Area) consistent with NPS's obligations under 36 CFR Part 18, Director's Order 38, and Reference Manual 38. The Premises (or property) to be leased include portions of Runway 19, a portion of the Hangar B/Sea Plane Parking Lot, and two campground areas (approximately 30 acres). The proposed non-competitive lease (Lease) will be awarded to the City of New York (Lessee), in connection with efforts to respond to a humanitarian crisis caused by tens of thousands of refugees entering New York City and exceeding the City's capacity for temporary shelter. The request for use of portions of Floyd Bennett Field originated from the Governor of the State of New York, who declared a disaster emergency in New York State on May 9, 2023 and extended the declaration on July 26, 2023, and extended it again on August 25, 2023. Proposed use of the above identified areas is to provide temporary facilities necessary to provide food, shelter, clothing, medical, security, and other needs associated with operation of a site for sheltering migrant persons; and to construct certain improvements as described more fully below and in the lease.

### **The Following Leasing Determinations are Presented in Accordance with 36 CFR Part 18**

#### *1. The Lease will not Result in Degradation of the Purposes and Values of the Park Area – Section 18.4(a).*

The proposed Lease contains terms and conditions to ensure the Lease will not result in degradation of the purposes and values of the Park Area. The proposed Lease contains provisions ensuring the Lessee preserves and protects the Premises in accordance with 36 C.F.R. Part 68, The Secretary of the Interior's Standards for the Treatment of Historic Properties (the "Secretary's Standards"). The proposed Lease includes specific terms and conditions to ensure the Lessee's compliance with the Secretary's Standards during use and upon conclusion of the Lessee's activity. The proposed Lease also furthers the purposes and values of the Park Area by requiring the Lessee to undertake the following projects: rehabilitation of the historic entrance to the Ryan Visitor Center; improving the historic appearance of the Hangar B/Seaplane Ramp Parking Lot by removing a large debris pile adjacent to the site; repairing and replacing fencing and repaving with in-kind materials; developing portions of the outdoor education campus; and improving and expanding the public campgrounds.

*2. The Lease will not Deprive the Park Area of Property Necessary for Appropriate Park Protection, Interpretation, Visitor Enjoyment, or Administration of the Park Area – Section 18.4(b).*

Though utilization of the Premises in connection with the proposed Lease may temporarily affect interpretation, visitor enjoyment, or administration of the Park Area, there are sufficient facilities suitable for the NPS's use in order to accommodate the above identified needs. For example, the areas of the site that will remain available for visitor enjoyment and Park Area administration include Aviator Sports and Recreation complex (including associated athletic fields), the Ryan Visitor Center, Runway 6, Runway 15, the northern portion of Runway 12, the North Forty Natural Area, the remote control air field, shoreline access at the Hanger B parking area, the Floyd Bennett Field Community Gardens, and the Ecology Village Campground and associated programming areas.

*3. The Lease Contains such Terms and Conditions as will Assure the Leased Property will be Used for Activity and in a Manner Consistent with the Purposes Established by Law for the Park Area in which the Property is Located – Section 18.4(c).*

The proposed terms and conditions of the Lease ensure that upon expiration of the Lease, the property will be returned in a condition consistent with the purposes established by law for the Park Area. For example, the proposed Lease requires that vegetation impacted in the areas managed as grasslands will be restored, and impacts to historic fabric such as the runways will be repaired in conformance with the Secretary's Standards (this would include impacts used for housing or staging that are under the Lease assignment, as well as runways outside of the Lease assignment that are used for transportation and access). The proposed Lease includes certain commitments by the Lessee to undertake improvements to Park Area lands that allow for preservation and on-going use of Park Area assets in a manner consistent with the Park Area's mission and purposes.

*4. The Lease is Compatible with the Programs of the National Park Service – Section 18.4(d).*

The provisions of the Lease ensure the activities under this Lease are compatible with the programs of the National Park Service. The Lease requires the preservation and protection of National Park Service resources. Such obligations involve the Lessee's commitments to make improvements to the campgrounds at Floyd Bennett Field where administrative functions of the encampment will be located. The Lessee will also increase the capacity of the campgrounds by adding an additional 30 sites and ensure that all campground facilities meet NPS Campground Design Guidelines. These improvements will create greater access to the historic district by ensuring increased accessibility. Other activities include: making improvements to the Hangar B/Sea Plane Parking Lot (including removal of debris, removal/management of invasive species, and other site improvements over and above what will be required to restore the site after use); investment in the planned outdoor educational campus in the southeast portion of Floyd Bennett Field consistent with Philanthropic Partnerships underway; making improvements to the roadways and runways that will serve as access routes for the migrant operation; and, rehabilitation of the historic entrance to the Floyd Bennett Field Ryan Center Headquarters building for improved site access. Further, the Lease requires the Lessee to utilize Tier 4 generators and submit all air quality monitoring reports required by regulatory agencies to the NPS and make every effort to comply with NPS best practices on lightscape management in national parks.

*5. The Lease is for Rent at Least Equal to the Fair Market Value Rent of the Leased Property as Described in §18.5 – Section 18.4(e).*

The NPS Leasing Program, in accordance with NPS Reference Manual 38, provided a reasoned estimate of the fair market rental value rent of the Premises. In developing the estimate for fair market value rent, the NPS Leasing Program used information and processes set forth in a 2013 appraisal that established fair market value rent for a temporary workspace outside two hangars located at Floyd Bennet Field (2013 Appraisal). The 2013 Appraisal used the Sales Comparison Approach, using recent land sales in the proximity of the subject property to arrive at an average cost per square foot. That average cost per square foot was then subject to a rate of return analysis to determine the fair market value rent. The NPS Leasing Program applied this same methodology to estimate the fair market value rent of the Premises, using recent sales data and updated interest rates. The terms of the Lease require the Lessee to pay rent at least equal to that estimate.

*6. The Proposed Activities under the Lease are not Subject to Authorization through a Concession Contract, Commercial Use Authorization or Similar Instrument – Section 18.4(f).*

The proposed activity is not considered a necessary and appropriate visitor service and is not subject to authorization through a concession contract, commercial use authorization (CUA) or similar instrument. Specifically with respect to concession contracts, the proposed activities, accommodations, facilities, and services are not “necessary and appropriate for public use and enjoyment” of the Park Area and are therefore not subject to authorization under a concession contract. 54 U.S.C. § 101912-13. With respect to CUAs, the Lease calls for improvements to be made to the Park Area, which are not allowed under a CUA. 54 U.S.C. § 101925(e). There is no other “similar instrument” under which the NPS can authorize the proposed activity.

*7. If the Lease is to Include Historic Property, the Lease will Adequately Insure the Preservation of the Historic Property – Section 18.4(g).*

The areas identified herein are historic. As noted in (1), above, the proposed Lease requires the Lessee to make improvements to the areas consistent with the Secretary’s Standards, which will contribute to Park Area purposes and alleviate some of the Park Area’s deferred maintenance obligations. Examples include but are not limited to, the upgrade and improvement of the campgrounds at Floyd Bennett Field located in the historic district. This project will also repair and replace restrooms and shower facilities. In addition, the Lessee will begin work on repairing the historic runways and rehabilitating the historic entrance to Floyd Bennett Field by repairing broken concrete, repaving with in-kind materials, striping, painting, entrance gate repairs, and removing invasive vegetation along access routes.

*8. The Use of the Property Will Contribute to the Purposes and Programs of the Park Area – Section 18.9.*

To lease property without a competitive bidding process, NPS regulations require the lessees to be either a non-profit or a unit of government, and that the proposed use will contribute to the purposes and programs of the park area. 36 CFR § 18.9. The use under the proposed Lease will contribute to the Park Area by improving the campgrounds at Floyd Bennett Field where administrative functions of the migrant shelter will be located, and expanding the campgrounds by adding 30 sites; making improvements to the Hangar B/Sea Plane Parking Lot (including removal of debris, removal/management of invasive species, and other site improvements over and above what would be required to restore the site after use); investment in the planned outdoor educational campus in the southeast portion of Floyd Bennett Field consistent with philanthropic partnerships underway; and, rehabilitation of the historic entrance to the Floyd Bennett Field Ryan Visitor Center for improved site access. These improvements contribute to

the purposes of the Park Area and the Jamaica Bay Unit, and are consistent with the 2014 Gateway National Recreation Area General Management Plan.

The proposed Lease terms described above meet the requirements of 36 CFR Part 18 and Director's Order #38 Real Property Leasing for the purpose of executing a lease with the City of New York for a term of One Year.

Signed:

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Charles F. Sams III  
Director, National Park Service

9/13/23

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Date