

**PUBLIC HEARING**

**FRANCHISE AND CONCESSION REVIEW COMMITTEE**

**MONDAY, NOVEMBER 9, 2015 @ 2:30 P.M.**

**22 READE STREET, NEW YORK, NY**

**NOTE: INDIVIDUALS REQUESTING SIGN LANGUAGE INTERPRETERS SHOULD CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES, 253 BROADWAY, 9TH FL., NEW YORK, NEW YORK, N.Y. 10007 (212) 788-7490, NO LATER THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD USERS SHOULD CALL VERIZON RELAY SERVICE.**

*Franchise and Concession Review Committee Joint Public Hearing  
Monday, November 9, 2015 @ 2:30 P.M.*

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

**No. 1:** **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to authorize the New York City Department of Parks and Recreation ("Parks") to enter into a Sole Source Concession Agreement ("Agreement") with the Times Square District Management Association, Inc. ("the Alliance") for the maintenance and operation of Father Duffy Square in Times Square, Manhattan, including the collection of Special Event concession fees. The Alliance shall provide, or cause to be provided, services for the maintenance and operation of the Licensed Premises including the Statuary, Plaza, and the Public Stairs to the reasonable satisfaction of the Commissioner. As set forth in the Agreement, the Alliance shall collect sixty percent (60%) of the Special Event concession fees ("Fees") from third parties and use all Fees it collects to offset the Alliance's costs of providing maintenance and operation services under this Agreement. The term of this Agreement shall commence upon Parks' giving written Notice to Proceed to Licensee and shall terminate on the earlier of (i) January 6, 2025, or (ii) the termination of the Ticket Stand License.

**NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES**

**No. 2:** **IN THE MATTER** of the intent to award a new licensing agreement with Daron Worldwide Trading, Inc., for the non-exclusive use of city-owned trademarks on merchandise. Upon notice from the City, the agreement will become effective, providing for an initial license term beginning on January 1, 2015 and terminating on December 31, 2018. In addition to the initial term, there may be two (2) two (2) year renewal options upon mutual agreement of the parties on substantially the same terms and conditions. For each license year of the License Agreement, Daron shall pay royalties equal to ten percent (10%) of Net Sales (as defined by the Agreement). The Agreement provides for guaranteed minimum royalties of \$72,000 for year one of the initial term and \$97,600 for years two through four of the initial term, payable each year of

the initial term by December 31 and guaranteed minimum royalties of \$100,000 for each calendar year of the renewal terms, payable each year of the renewal term by December 31.

### **NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES**

**No. 3:**       **IN THE MATTER** of the intent to award a new licensing agreement with New York Popular Inc. for the non-exclusive use of city-owned trademarks on merchandise. Upon notice from the City, the agreement will become effective, providing for an initial license term beginning on January 1, 2015 and terminating on December 31, 2018. In addition to the initial term, there may be two (2) two (2) year renewal options upon mutual agreement of the parties on substantially the same terms and conditions. For each year of the Agreement, NY Popular shall pay royalties equal to eleven percent (11%) of Net Sales (as defined by the Agreement) of children's apparel and royalties equal to twelve and a half percent (12.5%) of Net Sales (as defined by the Agreement) of adult apparel. The Agreement provides for guaranteed minimum royalties for each year of the agreement of \$130,000, which includes annual advance payments of \$50,000.