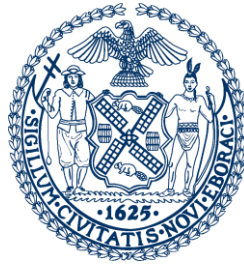


BENJAMIN J. KALLOS
COUNCIL MEMBER, 5TH DISTRICT

244 East 93rd Street
New York, NY 10128
(212) 860-1950 Voice
(212) 980-1828 Fax
www.BenKallos.com

BKallos@BenKallos.com



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June 28, 2018

Mitchell J. Silver, FAICP, Commissioner
Department of Parks and Recreation
26 West 61st Street, Arsenal West
New York, NY 10023

Polly Trottenberg, Commissioner
Department of Transportation
55 Water Street
New York, NY 10041

Re: Request for Proposals for the Development, Operation, and Maintenance of a Sports & Recreational Facility, Queensboro Oval, Manhattan, Solicitation #M70-O-2017, Issued February 16, 2018, Due March 23, 2018

Dear Commissioners Silver and Trottenberg,

As you are likely aware, Council District 5, which I represent, has among the least acreage of park land per person in the city. As such, East Siders cherish and fight for their parks.

For many years, community members have fought for access to the land underneath the Queensboro Bridge, known as the Queensboro Oval, which I understand is owned by the Department of Transportation, but which the city made an official Playground in 1909. Since the 1970s, the park has been leased to an exclusive private tennis club, for a gradually expanding season and the concessionaire has left the field in poor condition during the summer months it is open to the public, leaving this space unattractive and unusable.

Over the past four and a half years, I have worked with community leaders, Community Board 8, and my fellow elected officials to advocate for the return of this land to the public, as a year-round public park.

After sharing with the community an initial proposal to build a new public recreation facility at the site, the Parks Department issued on February 16 of this year a Request for Proposals (RFP) that appears skewed towards keeping site's current use in place. Please consider working together to resurface the Queensboro Oval as a public amenity without fees.



Short of this, please consider reissuing the RFP for a concession at this site with changes reflecting the requests of the community. Below I have detailed my legal and public policy-based concerns with the current RFP as drafted, including that there is no requirement for evaluation criteria weighted towards public use, the capital improvements requested as well as various inaccuracies and misrepresentations appear to benefit the incumbent concessionaire, the requirements preclude responses from non-profits, and the user fees for this concession are the highest in the city, creating a disparate impact. I believe these concerns reflect those of the community members who have been fighting for this park.

History of the Queensboro Oval Site

According to the Parks Department's RFP, long before the Queensboro Oval was an exclusive private tennis club charging rates of more than \$200 an hour, it was the home of the Reekgawawanck Indians, who were displaced by American colonists. For the first century and a half of the new republic, the area where the Oval now stands was extremely impoverished, featuring "a brewery, coal yards, lumberyards, and brickyards... amidst tenements."

In 1909, the Queensboro Bridge was completed and the land underneath it on the Manhattan side, now called the Queensboro Oval, although owned by the Department of Transportation, was designated as a playground by the Board of Alderman, the precursor to the City Council. Soon, according to the RFP, the neighborhood began to change, with the settlement of families like the Vanderbilts and the Morgans. In the early 1970s, the City began renting the site to a private company for an indoor tennis club, which the RFP describes as having been "hugely successful." More in the tradition of the Vanderbilts and the Morgans than the Reekgawawanck Indians or the tenement dwellers who once lived in the area, the concession has certainly been successful in raising revenue for the private renter without much revenue benefiting the city or local community where it has become entirely inaccessible to the vast majority of New Yorkers because of its exorbitant fees.

When the concession began, the tennis bubble was put in place six months out of the year, returning the park to the public for the summer season. The Parks department reduced that summer season to only three months out of the year without any public review, and the current concessionaire has made no effort to return the space in a usable condition to the public, essentially precluding public use for the full year.

None of these developments has gone unnoticed or uncontested by neighbors left on the outside looking in. Dating back to January 7, 2010, Community Board 8 has held numerous public meetings with members of the community to discuss the future of the Queensboro Oval, with more than ten meetings from December 4, 2014 through January 12, 2017. These meetings were publicly noticed through the [Community Board website](#) and email list, publicly posted with paper signs on lamp posts, featured in a full-length cable television show, covered by the press, and prominently featured in my own emails and letters to residents.

This conversation included consideration of a range of options for the site, including making the space a public park or operating public tennis courts where passes are only \$100 for the season,



BENJAMIN J. KALLOS
NEW YORK CITY COUNCIL MEMBER
DISTRICT 5, MANHATTAN

with much lower passes available to seniors and youth at \$20 for the season, and single play passes at \$15. But regardless of the proposed solution, there was broad consensus on the problems with the status quo.

Members of the public have continually expressed concern that, while the Upper East Side has among the lowest amount of public park space in the city, Sutton East Tennis sits on City park land but is not accessible to most community members because it charges rates as high as \$225 an hour. Sutton East Tennis Club was notified and was represented at many of the Community Board's meetings, although at meeting after meeting, nobody spoke in favor of continued privatization of this public space.

Dating back to 2008, Community Board 8 has objected to the privatization of public land at the Queensboro Oval and in 2016 alone, with the lease expiring, the Parks Committee and Full Board passed four resolutions calling for the City to make the Queensboro Oval a year-round public park, which could include tennis courts accessible to more New Yorkers.

On June 25, 2016, members of the community met at the Oval for a rally, calling for the park to be returned to public use. The rally was covered by [The Daily News](#), [Manhattan Express](#), and [DNAinfo](#).

Some of the concerns raised at the rally were:

- The Queensboro Oval sits on 1.25 acres of public parkland, not private land.
- Sutton East Tennis has high fees with a minimum of \$80 to a maximum of \$225 an hour.
- Sutton East Tennis is renting 1.25 acres for only \$2 million a year, very far below market rate.
- Nine months out of the year the land is completely closed off to the public without any benefit to the community.
- Each year when the tennis bubble is removed for just two and half months of summer, the land is left in almost unusable condition.

The Parks Department at first appeared to hear these concerns, presenting four design options to the community for a public recreational facility to Community Board 8 on September 30, 2016. To ensure the city could move forward with these designs, and despite knowing that the city had received at least \$20 million in revenue from the site, I set aside \$1 million of my discretionary capital funding in the Fiscal Year 2016/2017 budget for the project and offered to raise additional money if necessary.

Despite having presented these public-use alternatives for the site to the community and having money on the table to build them, the Parks Department has since reversed course and issued an RFP that appears intended to keep the status quo in place.



Executive Summary of Requested Improvements

If the Queensboro Oval cannot be made a fully public park, the following changes should be made to the RFP:

1. **Shorter Season** – season of 6 months from Columbus Day to April, just like every other tennis concession in New York City.
2. **Public Access Year Round** - courts set aside year round for the public using Parks Department season or single play pass, just like the Willowbrook RFP, or do better (such as in affordable housing) with a set aside of 20% affordability which would translate to at least 160 free court hours a week.
3. **Community Benefits for Loss of Parks Space** – provide 50% of annual concession fee to improve and enrich parks in the immediate vicinity to account for the lost playground.
4. **Provide Free and Low-Cost Programs to Community** – change evaluation criteria to weigh free and low-cost programs more heavily.
5. **Reduced Term with Public Review and Termination for Violations** – the initial term should be limited to three years with public review for any renewals and termination for specific violations such as poor conditions or failing to grant public access.
6. **Drop Capital Improvement Requirements or Consideration and Leave the City with a Park at End of Concession**– remove or replace requirement for capital improvements and maintenance of capital structures that do not benefit the community and are based on a misrepresentation of the current site with improvements that will benefit the community year round and leave the city with a functioning playground that does not need additional capital investment at conclusion of the concession.
7. **Expand Opportunities** – remove emphasis on tennis as a use and requirement for the bubble and reduce the application fee and waive all fees for non-profit respondents.

In the alternative, if the Department of Parks refuses to de-privatize the space and is unable to maintain the space in a way that benefits the public, the Department of Transportation must reclaim the site and work with Community Boards 6 and 8 to resurface the space for use as a new public plaza or similar open space with plantings, seating, and active and passive recreation space.



Problems with the Current Request for Proposals

No Requirement for Public Use

In defiance of neighbors, Community Boards 6 and 8, and every local elected official, including Congress Member Carolyn Maloney, State Senator Liz Krueger, Assembly Members Dan Quart and Rebecca Seawright, Borough President Gale Brewer, and me, the RFP fails to require any free year-round public access to the Queensboro Oval. While public access has been the primary issue driving the community's involvement, the current RFP leaves the site unavailable for most of the year to any resident who cannot pay exorbitant fees.

This is unusual. The failure to include a requirement for a public use year-round deviates from standard Parks Department RFP language. A contemporaneously issued RFP, #R30-IT-2018, which solicited a concessionaire for Year-Round Tennis or a Sports Facility at Willowbrook Park in Staten Island required free year-round public use:

During the Indoor Season, the concessionaire will be required to **provide at least 8 court-hours per week (at least two courts at any given time) for free**, Parks-sponsored youth instruction and development programs, free court time, or other Parks approved purpose. Time provided must be during the hours of 4 - 6pm Monday through Friday and/or 8am - 8pm on Saturday/Sunday, unless otherwise approved by Parks. Parks will view favorably proposals which include more time per week and/or courts dedicated for youth tennis programs than the minimum requirements. (*Emphasis added*)

The Queensboro Oval RFP must be amended to include this important provision, if not a stronger provision, mandating that at least half the courts be available for free, year-round public use.

Capital Improvements Appear Tailored to Incumbent Concessionaire, Not Public Use

The RFP requests a set of substantial capital improvements for the site. Taken together, these improvements do not reflect general needs for the space, but rather are peculiar to the current use of the space, appearing to skew the RFP to the incumbent concessionaire. Specifically, the capital improvements listed are inaccurate, misleading, relate almost entirely to non-permanent structures owned and operated by the incumbent concessionaire, and would in fact perpetuate current gender-discriminatory practices. The improvements contemplated will not benefit the city or the general public during the course of the lease nor will it benefit the city after terminating the lease.



The RFP states:

Improvements & Repairs The concessionaire will be expected to perform the following improvements and repairs to the Licensed Premises:

- Renovate existing restrooms, offices & locker rooms in Parks structure
- Repair or replace roof as needed
- Upgrade electric as needed
- Restore building façade including window frames, windows and masonry work
- Restore or replace existing air handling equipment as needed
- If inflatable air structure, maintain and repair as needed the existing bubble grade beam

The site currently has one physical permanent structure with a restroom for men and a set of lockers. The additional restroom for women, as well as offices, are currently in temporary structures, which appear to be a converted shipping container and another temporary structure that had previously been removed for the summer season, during which time both restrooms were closed to both the Parks Department and the public. It is of note that rather than improving equity on site by requiring a permanent bathroom for women, the RFP perpetuates discrimination against women by simply requiring “renovation” instead of mandating equal facilities for both men and women.

References to roof, electrical, air handling and inflatable air structure all relate to the current concession’s non-permanent equipment, which according to Parks was not previously going to be given to the city at the termination of the prior concession. Last but not least, upon information and belief, the existing structure does not have windows in need of frames or masonry in need of work.

The Capital improvements requested are so narrow in scope and tailored to the current use by the incumbent concessionaire as to preclude or disqualify all other respondents.

Furthermore, the requirements for capital improvements deviate from standard RFP language included in a contemporaneously issued RFP #R30-IT-2018 for Year-Round Tennis or Sports Facility at Willowbrook Park in Staten Island in which structures are acknowledged as temporary and capital improvement may be included but are not “expected” as stated in the Queensboro Oval RFP.

At the conclusion of the last concession, the city was left with 6 million dollars in capital work that would have been required in order to return the space to public use. This RFP as written does not require capital improvements that will substantially benefit the city or its residents during the term of the concession or at its conclusion.



The RFP should be amended to require any and all improvements or equipment used be made permanent fixtures so that during the off season it can be used by the city and general public without fee, as well as upon termination of the lease, so that the city would receive a fully functioning park. In the alternative, the RFP could require the concessionaire to return the site as a new turf field upon termination of the lease. Either would be better than the status quo of an empty dirt lot that will require millions of dollars to rehabilitate.

Inaccuracies and Misrepresentations in the RFP Appear to Benefit the Existing Concessionaire

The requested capital improvements are not the only section of the RFP that appear tailored to the incumbent concessionaire. The RFP misleadingly states that there is a clubhouse at the site, which the concessionaire will be required to maintain:

There is also a clubhouse at the site, which the concessionaire will be required to operate and maintain. Existing features of the clubhouse include locker rooms with restrooms, a deck, an office, and vending machines.

Clubhouse. The concessionaire must operate and maintain a clubhouse, which must include public restrooms, locker rooms, and showers, as needed, and may include a pro shop, indoor seating, a kitchen, storage space, a serving counter, outdoor seating, a snack bar, or a food service facility.

The existing “clubhouse,” as well as the women’s “locker rooms with restrooms, a deck, an office, and vending machines,” are all temporary, non-permanent structures that were previously removed by the incumbent concessionaire during the summer season and would not be left by the incumbent concessionaire to a successor. It is therefore misleading to say that the site comes with these structures and unreasonable to require a concessionaire to maintain them when any respondent other than the incumbent concessionaire would not have access to these structures.

Depending on the use, these structures may not be necessary. Asphalt Green runs a concession at 91st Street using an open space permitted by Parks Department without providing a locker room, desk, office or any vending machines in the park. At no point has the public requested access to a clubhouse, so it is not necessary to require one in the RFP.

Furthermore, the requirement to operate the clubhouse deviates from standard RFP language included in a contemporaneously issued RFP #R30-IT-2018 for Year-Round Tennis or Sports Facility at Willowbrook Park in Staten Island in which structures are acknowledged as temporary and capital improvement may be included but is not required. Moreover, at Willowbrook there is absolutely no requirement for a clubhouse.

The inclusion of a required clubhouse is so narrow in scope and tailored to the current use by the incumbent concessionaire as to preclude or disqualify all other respondents. This requirement should be removed or it should be stated that the concessionaire may operate such a facility depending on the type of use at the site.



RFP Perpetuates a Broken Status Quo of Diminishing Public Access

The Queensboro Oval was once open to the public 12 months a year. Then, after the concession was granted to create a tennis bubble, the park remained open to the public six months a year, a fact which the RFP omits. Ultimately, the summer season of public access was shortened to three months a year, without review by Community Boards 8.

Rather than seek a new solution where the public could access the park year round, or at least return to the traditional six month season, the RFP maintains the new status quo:

The concessionaire may operate the entire sports facility for a period defined as a Winter Season and a Summer Season. During the Winter Season, the concessionaire may primarily offer fee-based programming. Parks will view favorably proposals that include plans that make the majority of the facility available for free or low-cost public programming during the Summer Season. This breakdown should be determined either by the site's physical space or the available playing hours. (i.e. if there are 8 tennis courts, at least 6 courts should be made available to Parks tennis permit holders for no fee beyond what they pay for an annual permit or single-play ticket; and no more than 2 courts should be made available for the concessionaire's fee-based programs.)

The RFP clearly spells out a two-season approach to operating the space, precluding responses that would provide the entire space or a percentage of the space year-round or even that would set aside a certain number of hours each day.

The length of the fee-based season in the RFP is longer than any other Parks Department tennis bubble concession, only offering 3 months to the public, while every other Parks Department tennis bubble concession runs from Columbus Day in October to the last week of April, providing six months of public access. (See [Directory of Tennis Courts](#))

As with other sections of this RFP, the proposed season length deviates from standard RFP language included in a contemporaneously issued RFP #R30-IT-2018 for a Year-Round Tennis or Sports Facility at Willowbrook Park in Staten Island, which specifically states:

The concessionaire will be required to operate the indoor sports facility for a period defined as the "Indoor Season," commencing each October (on the day after the observed Columbus Day holiday) and continuing through the last Friday in April of the following year, unless a modified operating season is approved by Parks.

If this park cannot be made fully public year round, the City can provide for public access by requiring a six-month public season and requiring split use, with some amount of free or low-cost public access during the fee-based season.



High Application Fee and Security Deposit Preclude Responses from Non-Profits to no Public Purpose

The RFP's requirements for a high deposit and significant revenue to the city make the project unworkable for non-profits with less cash flow than a for-profit respondent may have, reducing the likelihood of a winning bidder invested in the public purpose.

All proposers are required to submit as a proposal deposit a certified bank check, official bank check, money order, or cashier's check in the amount of \$10,000 with the proposal (payable to NYC Parks & Recreation). Personal or business checks will not be accepted. In the event of the failure of a successful proposer to execute a concession agreement in accordance with the terms of its proposal, the deposit shall be retained by the City unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after the concession agreement is signed with the successful proposer.

In order to apply, a respondent must encumber \$10,000 through the completion of the RFP process. This requirement would likely not pose any challenge for the incumbent concessionaire, which is a for-profit company charging high fees for use of the site, but it could be a burden to prospective for-profit respondents who may not be able to afford these upfront costs. The RFP also requires a security deposit that reflects the revenues of a concessionaire who charges the exorbitant fees currently seen at the site, rather than one appropriate for a concession focused on providing free or low-cost public use:

The concessionaire will be required to submit a security deposit of 25% of the highest year's guaranteed minimum license fee, which will be required for the duration of the term of the license. This security deposit, which may be in the form of an interest bearing account or other format approved by Parks, will be due upon signing.

The RFP favors the existing incumbent provider and similar for-profit respondents by requiring 25% of what is currently a fee in excess of \$2 million at signing, or roughly \$500,000. This would represent more cash on hand than non-profits might even be allowed to hold under the law.

Furthermore, the requirement for a \$10,000 application fee deviates from the previously referenced RFP language for a Year-Round Tennis or Sports Facility at Willowbrook Park in Staten Island. The amended Willowbrook RFP reduced application fees to \$5,000 and, depending on the proposal, would likely only require a deposit of \$13,500.

Neither the \$10,000 application fee nor the high security deposit appears to serve a public purpose, while both requirements are likely to discourage or even disqualify a certain class of respondents.



This RFP can be made accessible to a wider range of respondents with a higher likelihood of providing greater public use by reducing the application fee and waiving all fees for non-profit respondents.

Evaluation Criteria Favor One Respondent and Are Not Aligned with the RFP's Stated Goals

Community members on the East Side of Manhattan who are starved for park space and are deeply invested in saving as much land for public recreation as possible have spoken directly through petitions, Community Boards 6 and 8, and their elected officials. They have repeatedly stated public use at this space is imperative. While the Parks Department has stated that it values this input, the evaluation criteria of this RFP do not reflect this priority. Those criteria are:

Planned operations: see Section III (C)(1) (25%)

Fee offer: see Section III (C)(2) (20%)

Operating experience: see Section III (C)(3) (20%)

Proposed capital investment, improvement and designs submitted: see Section III (C)(4) (20%)

Financial capability: see Section III (C)(5) (15%)

One-fifth of the evaluation is weighted to "Operating Experience," which unfairly tips the scales in favor of the incumbent concessionaire. "Financial Capability" represents an additional 15% to which the incumbent concessionaire's proposal will be unusually well suited, giving them more than a one-third advantage over competing responses. The "Proposed capital investments," which have been shown above to be tailored to the status quo, provide another 20% of the weighted evaluation, tipping the scales to 55%.

The evaluation criteria also give a weight of 20% to a "Fee offer" on what should be a public park that would otherwise cost the city money to operate. This precludes any proposal that would operate the site with full public access, even if it could do so at no cost to the city, unless it could also somehow generate additional revenue to the city.

Finally, the element that is most important to the public purpose, the "Planned operations," which includes public access, public programs, the quality of programs, and the extent of public use only accounts for 25% of the evaluation. Even the best program would not stand a chance.

Because of the lack of park space on the East Side of Manhattan and the clear preference of the community for a public space, the RFP should be revised to include an evaluation criterion "Public Access," weighted at 25% of the total evaluation, with the other criteria weighted less than they are in the current RFP. This would go a long way to ensuring that this concession serves the public purpose.



Exorbitant Fees Are Highest of any Parks Concession in the City and Higher than Tennis on Private Property, Creating Disparate Impact

Tennis has been a sport for the rich, gaining its start among the [aristocracy](#). Any tennis facility on city land has a responsibility to encourage participants who reflect New York City's socioeconomic diversity.

The fees charged by the incumbent concessionaire and those listed in the RFP make that impossible. The RFP lists fees as high as \$225 an hour, more than twice as much as any other Parks Department Concession in the City of New York (See [Directory of Tennis Courts](#)) and higher than comparable private sector court rates, such as those for [Midtown Tennis Club](#), which charges a maximum of \$145 an hour. Considering this concessionaire receives city land at below market rate, it should be able to charge lower fees than its private sector competitors.

As a result, the racial and socioeconomic characteristics of patrons of the incumbent concessionaire appear to show a disparate impact on low income communities and communities of color who are unable to use this recreation space at the same rates as other similarly situated spaces.

For example, the maximum rate at the Roosevelt Island Racquet Club some thousand feet away has a maximum non-member rate of \$144. Roosevelt Island residents are offered a 50% discount on membership and all court time and children are offered free classes through the New York Junior Tennis League (and modest financial support from my office). As a result, I have personally witnessed use by New Yorkers of every race and socio-economic class.

The RFP should set a cap on court rates at a maximum of three times the Parks Department's current court reservation fee of \$15 for an hour of court time. Additionally, the RFP should require lower court rates set to the Parks Department's current court reservation fee or lower for seniors, youth, and low-income residents of Community Districts 6 and 8 in order to minimize disparate impact. Without these changes, the City will continue to serve only a very wealthy population at this city-owned site, which is bad public policy and perpetuates a tale of two cities.

RFP Does Not Include any Public Benefit to Surrounding Parks to Mitigate Loss of a Playground

The advocacy organization New Yorkers for Parks ranks City Council District 5 fifth from the bottom in terms of parkland per capita, although this includes multiple inaccessible parks such as Mill Rock Island, without which the 5th District would rank even lower. One way a concession could mitigate the impact taking away a playground has on the surrounding community would be to provide a benefit to the surrounding parks.



In a neighborhood where one additional acre would make a difference, if the community is losing that acre, its other parks should be improved. This would be the same approach the city took at 96th Street, where a playground site was removed from public use. In that case, the Metropolitan Transportation Authority, who was using the site, was required to pay a fee to the Parks Department to be used to enhance other parks and specifically the Kids in Motion program.

The Concessionaire should be required to pay no less than half of the concession fee (in this case \$1,000,000) for the maintenance and activation of neighborhood parks, including 24 Sycamores, 14 Honey Locust, Andrew Haswell Green, St. Catherines, Peter Detmold, Sutton, and John Jay. This requirement could be waived for a non-profit providing full public access to the site. In any other case, however, a fee paid to surrounding parks would help mitigate the effect of this loss to the community's open spaces.

Undisclosed Lobbying Activity and Use of City Resources

Following the presentation by the Parks Department of three options for the field, the incumbent concessionaire set up a laptop, complete with a sign and numerous communications misrepresenting the facts, and asked every person using the facility during their season and during last year's public Parks Department season to email Commissioner Mitchell Silver as well as elected officials with their "Sign this petition to save indoor tennis in Manhattan." To be clear, there was no plan at any time to remove or otherwise restrict indoor tennis from the Borough of Manhattan. The incumbent concessionaire likely violated New York City Lobbying laws by failing to register their activity that appears to have exceeded \$5,000 in costs for the laptop, staff time used in asking every player to lobby the city, email creation and deployment, and other lobbying expenditures. If everyone who wanted to play a game of tennis at the tennis courts operated by the incumbent concessionaire was required to send an email lobbying the city, it is no wonder that many emails were generated despite little to no presence at meeting after meeting over years at Community Board 8. If it is not already illegal to do so, the terms of all city contracts should include a provision preventing a concessionaire from lobbying the city or engaging in electoral activity in order to maintain their own lucrative contract.



Requested Improvements

If the Queensboro Oval cannot be made a fully public park, the following changes should be made to the RFP:

8. **Shorter Season** – season of 6-months from Columbus Day to April, just like every other tennis concession in New York City;
9. **Public Access Year Round** - courts set aside year round for the public using Parks Department season or single play pass, just like the Willowbrook RFP, or do better (such as in affordable housing) with a set aside of 20% affordability which would translate to at least 160 free court hours a week.
10. **Community Benefits for Loss of Parks Space** – provide 50% of annual concession fee to improve and enrich parks in the immediate vicinity to account for the lost playground.
11. **Provide Free and Low-Cost Programs to Community** – change evaluation criteria to weigh free and low-cost programs more heavily.
12. **Reduced Term with Public Review and Termination for Violations** – the initial term should be limited to three years with public review for any renewals and termination for specific violations such as poor conditions or failing to grant public access.
13. **Drop Capital Improvement Requirements or Consideration and Leave the City with a Park at End of Concession**– remove or replace requirement for capital improvements and maintenance of capital structures that do not benefit the community and are based on a misrepresentation of the current site with improvements that will benefit the community year round and leave the city with a functioning playground that does not need additional capital investment at conclusion of the concession.
14. **Expand Opportunities** – remove emphasis on tennis as a use and requirement for bubble and reduce the application fee and waive all fees for non-profit respondents.

Conclusion

The Queensboro Oval space should be returned to the community. The city should use a portion of the 20 million dollars in revenue it has received from renting this site to renovate the space for year-round use by the public.

In the event the City refuses to permanently open the space to the public, the Department of Parks should meaningfully change and re-issue the Request for Proposals so it does not benefit the incumbent concessionaire or encourage exorbitant user fees and instead ensures year-round public access.

This RFP can also be improved by ensuring it is feasible for non-profits with a mission to benefit the public to respond, by removing inaccuracies and misrepresentations regarding the capital structures in place and by including a benefit to the community's surrounding parks.



BENJAMIN J. KALLOS
NEW YORK CITY COUNCIL MEMBER
DISTRICT 5, MANHATTAN

If the Department of Parks refuses to de-privatize the space and is unable to maintain the space in a way that benefits the public, the Department of Transportation should reclaim the site and work with Community Boards 8 to resurface the space for use as a new public plaza or similar open space with plantings, seating, and active and passive recreation space.

Regards,

Ben Kallos

Benjamin Kallos
New York City Council

Cc: Bill de Blasio, Mayor
Zachary Carter, Corporation Counsel
Daniel Symon, Acting Director, Mayor's Office of Contract Services
Alyssa Cobb Konon, Deputy Commissioner for Planning and Development, Department of Parks
William T. Castro, Manhattan Borough Commissioner, Department of Parks
Edward Pincar Jr., Acting Manhattan Borough Commissioner, Department of Transportation

Enclosures