

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH C2O MICHAEL CULLEN AND  
JOE CARLUCCI FOR THE USE OF THE PARKING LOT AT BLAINE SCHOOL**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a license agreement with C2O Michael Cullen and Joe Carlucci for use of the parking lot at Blaine School, located at 1420 West Grace. A written license agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this license agreement is stated below.

**LICENSEE:** C2O Michael Cullen and Joe Carlucci  
2215 North Halsted Street  
Chicago, IL 60603  
Contact: Michael Cullen  
Phone: 773-477 5531

**LICENSOR:** Board of Education of the City of Chicago

**PREMISES:** Blaine School (100 Parking spaces)  
1420 West Grace  
Contact: Gladys Vaccarezza  
Phone: 773-534-5750

**USE:** To provide parking for customers attending special events in the area. The Licensee shall use the lot on Mondays thru Fridays from 5:00 p.m. to 3:00 a.m. and Saturdays and Sundays 9:00 a.m. thru 4 a.m. Ingress and egress to and from the parking lot shall be from Southport Street.

**TERM:** The term of this License Agreement shall commence on November 1, 2001 and shall end August 31, 2009.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this License Agreement upon 60 days' prior written notice.

**LICENSE FEE:** For the first year of the term of this license, Licensee shall pay \$30,000.00 annually, payable in monthly installments of \$2,500.00, with a 2% increase per year for each year of this license.

**MAINTENANCE:** Licensee shall maintain the premises in its present condition or better throughout the term of this License and at the expiration of the License, the Premises will be turned over in the same condition as received. Licensee shall keep the premises free of all debris, bottles and trash at all times at Licensee's sole expense. Licensee shall also be responsible for snow removal and striping of the parking lot.

**INSURANCE:** Licensee shall name the Board as an additional named insured under its Comprehensive General Liability Policy. Coverage limits are \$1,000,000 for a combined single limit for both injury and property damage. A Certificate of Insurance is to be furnished to the Board with the provision that there will be no cancellation unless the Board receives 30 days prior written notice.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written License Agreement. Authorize the President and Secretary to execute the license agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this License Agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** The LSC of Blaine School approved this action on September 10, 2001.

**FINANCIAL:** Credit income to Blaine School.

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**

  
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Timothy Martin  
Chief Operating Officer

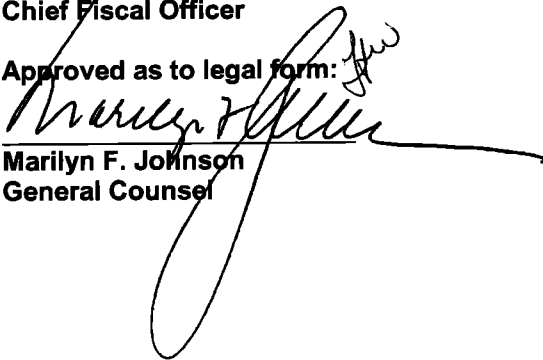
**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
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Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
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Marilyn F. Johnson  
General Counsel