

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH CASA JAMES, INC. d/b/a  
B & B PIZZA KING FOR THE USE OF THE TERRELL SCHOOL PARKING LOT**

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

Approve entering into a license agreement with Casa James, Inc. d/b/a B & B Pizza King, 6 – 10 West Garfield Blvd., Chicago, IL 60609, for the use of the parking lot at Terrell School, 5410 S. State Street. A written license agreement for such use is currently being negotiated. The term of the license agreement shall not begin, and no payments can be made or received prior to the execution of the written agreement. 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 agreement is stated below.

**LICENSEE:** Casa James, Inc. d/b/a B & B Pizza King  
6–10 W. Garfield  
Chicago, IL 60609  
Contact: Bill Guide  
Phone: 773-373-5464

**PREMISES:** Terrell School Parking Lot  
5410 S. State Street  
Chicago, IL 60609  
Contact: Principal, Ceola Barnes  
Phone: 773-535-1490

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

**TERM:** The term of this license agreement shall be five (5) years commencing on February 1, 2001 and ending January 31, 2006, with an option to renew for an additional 5-year period.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate the agreement upon sixty (60) days prior written notice to the Licensee.

**USE:** To provide parking for patrons of B & B Pizza King. Licensee shall be restricted to use of the lot from 5:00 p.m. to 2:00 a.m. Monday through Friday and 12 noon to 2:00 a.m. Saturday and Sunday. Ingress and egress to the lot shall be from State Street.

**LICENSE FEE:** Licensee shall pay a fee of \$6,000 annually, payable in equal monthly installments, with a 5% increase each year.

**IMPROVEMENTS:** Licensee shall be responsible for paving and striping the lot at its own expense.

**OPERATION & MAINTENANCE:** Licensee shall maintain the Premises in its current condition or better throughout the term of the 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 the sole expense of the Licensee. Licensee shall provide snow removal during the times when Licensee uses the Premises.

**INSURANCE:** Licensee will 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.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** This action was approved by the LSC for Terrell School on December 20, 2000.

**FINANCIAL:** Income to be credited to Terrell 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.

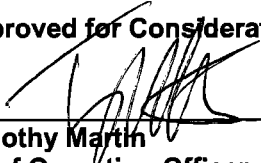
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

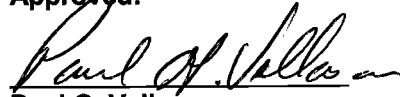
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



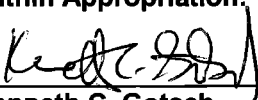
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Timothy Martin  
Chief Operating Officer

**Approved:**



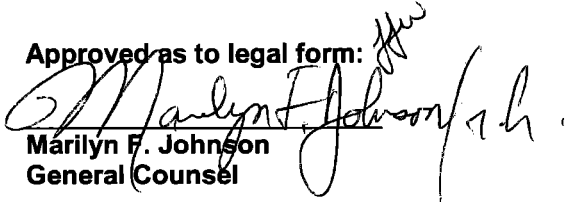
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Paul G. Vallas  
Chief Executive Officer

**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