



Legislation Text

File #: 2021-0310, **Version:** 0

Title

Real Property License and Artifacts Agreement between the Village of Orland Park and Orland Historical Society

History

Orland Historic Society (“OHS”) owns two (2) historic cabins located just north of the Village’s former Parks Administration building at 14671 West Avenue. OHS wishes to enter into a revocable, non-exclusive license to use the Village’s property and a revocable exclusive license to utilize the parking and grounds surrounding the cabins, both subject to defined terms and conditions. Furthermore, both OHS and the Village own certain artifacts and other objects of artistic, cultural, historical or scientific importance, particularly with regard to the history of the people and places within the Village of Orland Park. Some OHS artifacts are currently in the possession of the Village and the entities desire to enter into an agreement that formalizes the possession, storage and display of said artifacts.

The attached agreement defines the licensed area and specifies a lease term of 180 days, with automatic 180-day term renewals, unless the agreement is otherwise terminated. The lease agreement is proposed with a nominal annual fee of \$1. Furthermore, the agreement solidifies the responsibility of OHS to repair the cabins and maintain them in a safe manner. Under the terms of the agreement, the Village shall continue to provide power to the one (1) cabin that currently has such a utility connection, but OHS acknowledges that the Village shall have no obligation to provide electrical service to the second cabin nor any other public utility, security or communication service to either cabin.

Other terms of the agreement include joint access and usage provisions and insurance to be provided to the Village by OHS for the cabins. OHS has requested one deviation from the Village’s standard insurance provisions, which is incorporated into the attached agreement for approval. OHS’ current liability insurance limit is \$1,000,000 per occurrence (\$3,000,000 aggregate) whereas the Village typically requires \$2,000,000 per occurrence. OHS has represented that the Village’s standard coverage is cost prohibitive for their organization.

The agreement specifies that OHS will allow the Village to use its artifacts in any motion picture, television production, photographs and/or still photo shoots and further grants to the Village the right to use any photographs, pictures and recordings of the OHS artifacts for publication and use as the Village deems appropriate. In addition, OHS will give its permission to the Village to exhibit all, or any part of such film or photographs provided that in all aforementioned uses, credit is provided to OHS for ownership of the artifacts.

In exchange, the Village will offer storage of OHS’ artifacts, but OHS would be under no obligation to accept such offer. The agreement specifies that the Village assumes no responsibility for the safety of any items placed on display or placed in storage and assumes no responsibility for loss, theft, damage or destruction of items left for display. Items on display in a Village building or facility are to

be provided the same security as the Village's collection and equipment, but insurance covering the value of the display would be the responsibility of OHS.

Finally, the agreement calls for the Village to continue mowing the lawn of OHS's Humphrey House, located at 9830 W. 144th Place, Orland Park, throughout the term of this Agreement.

Staff has spent more than one (1) full year negotiating the attached agreement with OHS, as well as cataloging the aforementioned artifacts. Staff recommends approval of the attached agreement.

Financial Impact

None

Recommended Action/Motion

I move to approve the Real Property License and Artifacts Agreement between the Village of Orland Park and Orland Historical Society;

And,

Authorize the Village President to execute said agreement.