

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS,
AND ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS,
PROVIDING FOR THE SHARING OF COSTS TO CONSTRUCT
A DOG PARK WITHIN THE VILLAGE'S CENTENNIAL PARK

This Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2013, by and between the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation ("Village") and Orland Township, Cook County, Illinois, an Illinois incorporated township ("Township") (the "Parties");

WHEREAS, the parties hereto are units of local government and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, both the Village and the Township recognize that it would be beneficial for Village and Township residents to have a designated area to exercise their canine pets; and

WHEREAS, the Village and Township have agreed to share in the cost of constructing and equipping a "Dog Park" (the "Project") in the manner and to the extent provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. The above and foregoing preambles are incorporated herein and constitute a part of this Agreement.

2. The Village of Orland Park shall undertake the construction and equipping of a Dog Park within the Village's Centennial Park, the location and general layout of the proposed Dog Park being depicted on Exhibit "A" attached hereto. Signage erected or displayed at the Project site will display recognition of the Township's participation in the Project.

3. It is estimated that the total cost of the Project will be \$182,761.00, as described in Exhibit "B" attached hereto, which cost will initially be advanced by the Village, with the Township reimbursing the Village FIFTY PERCENT (50%) of the total Project cost up

to but not in excess of \$100,000.00. The Township reimbursement of the Village shall be within forty-five (45) days of invoicing by the Village. Village invoices shall include copies of all final invoices from contractors, vendors and professional consultants related to the Project and any other documentation reasonably requested by the Township to support the amount of the Village's invoices to the Township.

4. On a regular basis, but no more often than semi-annually, the Village shall provide the Township with an accounting of Membership Fees received from users of the Dog Park during the immediately preceding reporting period, and the Village's expenditure of Membership Fees during that reporting period, including amounts paid and the identities of payees (the "Accounting"). The Accounting shall include a breakdown of Membership Fees received from residents of the unincorporated portion of the Township, as well as the names and addresses of those residents.

5. This Agreement shall remain in effect until the completion of the Project, or until June 30, 2013, whichever is later.

6. The provisions which follow shall apply generally to the obligations of the Parties under this Agreement.

7. The Village shall take all actions necessary to ensure that Township residents who are not residents of the Village shall have the same rights and privileges, and shall be subject to the same rules, as Village residents with regard to usage of the Dog Park. The provisions of this paragraph shall survive the expiration of this Agreement.

8. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

9. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, then this entire Agreement shall be null and void.

10. This Agreement is binding upon the successors of the Parties.

11. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

12. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Village of Orland Park and Orland Township have caused this Agreement to be executed by their duly designated officers the date and year set forth on page 1 hereof.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Daniel J. McLaughlin,
Village President

Attest:

David P. Maher, Village Clerk

ORLAND TOWNSHIP,
an Illinois incorporated township

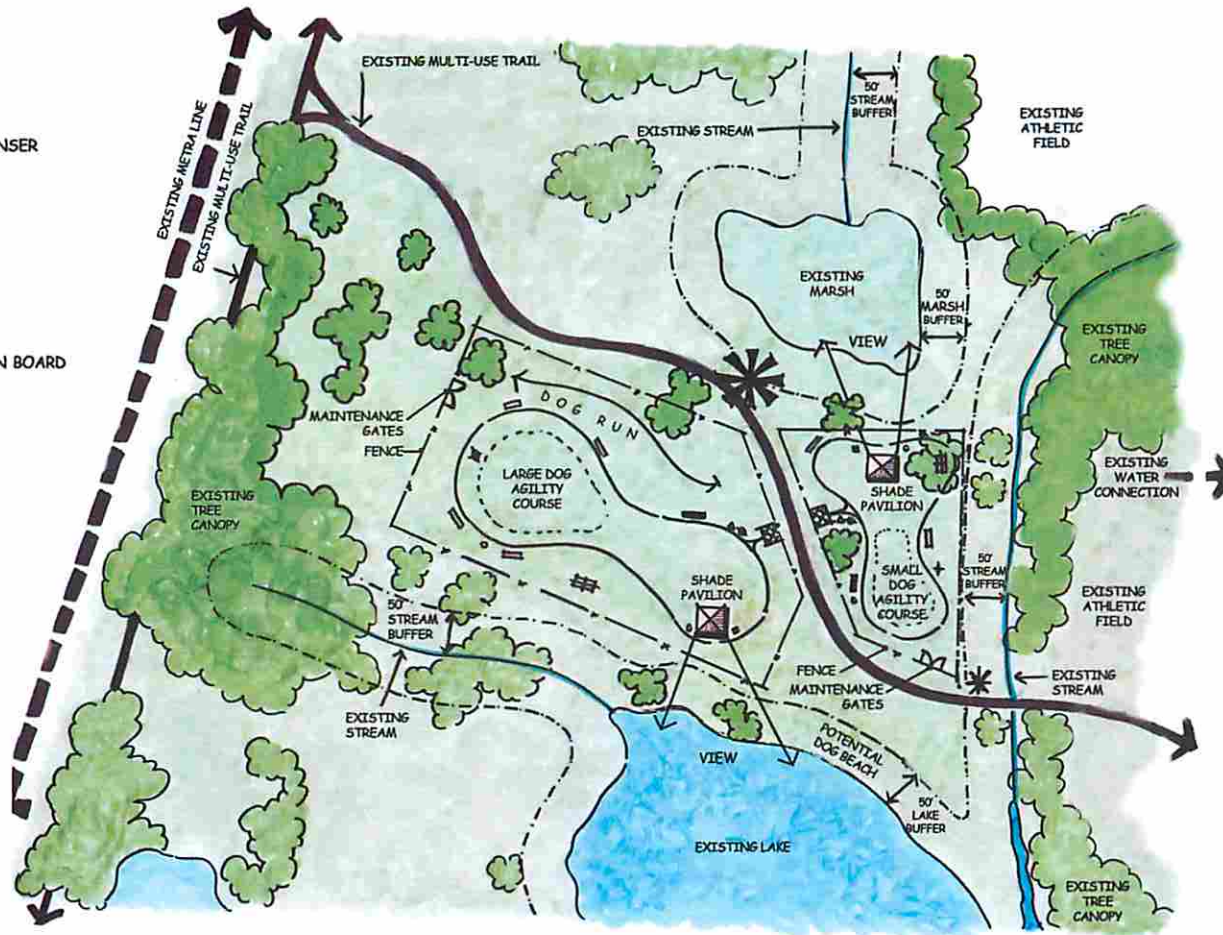
By: _____
Paul O'Grady, Township Supervisor

Attest:

Cindy Murray, Township Clerk

LEGEND

-  BENCH
-  DELUXE BENCH
-  PICNIC TABLE
-  MUTT MITTS & DISPENSER
-  PET WASTE
-  WASTE
-  WATER FOUNTAIN
-  DOUBLE GATE
-  HYDRANT
-  PARK SIGN & BULLETIN BOARD
-  EXISTING OVERLOOK



DESIGN APPROACH

This site plan provides for two separate dog parks (one for small dogs and one for large dogs). The parks are situated adjacent to the existing lake within Centennial Park. The parks have been located on either side of an existing multi-use pathway, both parks can be accessed from this pathway. This pathway also leads to an existing parking lot that can be utilized by the dog park user. An existing water connection centrally located just east of the proposed park locations will provide hook-up to drinking fountains and potential Phase II play fountains/dog showers.

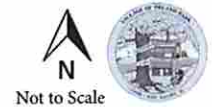
LARGE DOG PARK

+/- 2.0 Acre Park
 The large dog park is located just west of the existing multi-use trail and takes advantage of the views to the existing lake. The large dog park would provide surround fencing with a double gated entrance and a secondary maintenance access. The park would also provide a large dog agility equipment system, a shade pavilion, a dog run, walking pathways, a picnic table, dog and people water fountains, dog and people waste receptacles and dog mutt mitts/dispensers.

SMALL DOG PARK:

+/- 1.0 Acre Park
 The small dog park is located on the eastern side of the existing multi-use trail and takes advantage of the views to an existing marsh/wetland. The park would provide surround fencing with a double gated entrance and a secondary maintenance access. The park would also provide a small dog agility equipment system, a shade pavilion, walking pathways, a picnic table, dog and people water fountains, dog and people waste receptacles, and dog mutt mitts/dispensers.

Dog Park at Centennial Park
 Village of Orland Park



Not to Scale