

**INTERGOVERNMENTAL COOPERATIVE PLANNING AND BOUNDARY
AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND THE
VILLAGE OF MOKENA**

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/11-12-9) authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their respective jurisdictions within the unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 *et seq.*) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contract for the performance of governmental services, activities, and undertakings; and

WHEREAS, unincorporated territory lies within one and one-half miles of the boundaries of the Village of Orland Park (hereinafter “Orland Park”) and the Village of Mokena (hereinafter “Mokena”); and

WHEREAS, Orland Park and Mokena have adopted official plans controlling the development of that unincorporated territory; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities in and near the unincorporated territory lying between Orland Park and Mokena; and

WHEREAS, Orland Park and Mokena have determined that current plans and opportunities for development will be accompanied by significantly higher demands for governmental police power services, utility services, transportation service, and other municipal services and financial commitments to meet the necessities of development; and

WHEREAS, Orland Park and Mokena have determined that the territory lying between their present municipal boundaries is a rapidly developing area in which problems related to utility service, open space preservation, flood control, population density, ecological and economic impact, and multipurpose developments are ever-increasing both in number and complexity; and

WHEREAS, Orland Park and Mokena and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, Orland Park and Mokena have determined that there exists a need and a desirability to provide for logical municipal boundaries and areas of municipal authority between respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, Orland Park and Mokena, after due and investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions; and

WHEREAS, Orland Park and Mokena have determined that the observance of the boundary line in future annexations by the two municipalities will serve the best interest of the two communities; and

WHEREAS, Orland Park and Mokena have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by another; and

WHEREAS, Orland Park and Mokena have authorized, by ordinance, the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution and laws of the State of Illinois;

WHEREAS, Orland Park and Mokena entered into a Boundary Agreement on August 4, 1997 which contained certain conditions in Paragraphs 8, 9, 11, and 14 of that Agreement which have been satisfied by each respective party;

NOW THEREFORE, in consideration of the mutual promises contained herein and in the further consideration of the recitals hereinabove set forth, it is hereby agreed between Orland Park and Mokena as follows:

1. **BOUNDARY LINE.**

Orland Park and Mokena agree that the boundary line for annexation, governmental planning, subdivision control, official map, ordinances, and other municipal purposes shall be as follows: Orland Park will remain north and Mokena will

remain south of Interstate Route 80. All references in this Agreement to the Will County-Cook County boundary line means that portion of the boundary line extending in an east-west direction.

2. **JURISDICTION.**

a. With respect to property location within the area assigned (as set forth in Paragraph 1, above) to Orland Park, Mokena agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

b. With respect to property located within the area assigned (as set forth in Paragraph 1, above) to Mokena, Orland Park agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

3. **SUBDIVISION CONTROLS.**

In the event that either municipality's subdivision control authority cannot be exercised within its designated area because the municipality is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of that subdivision, then, in those events, the municipality located within one and one-half miles of a proposed subdivision hereby transfers its subdivision control authority to the other municipality pursuant to Section 10, Article VII, of the Constitution of the State of Illinois of 1970. In the event that any court of law shall find that the transfer of subdivision control power between units of local

government is prohibited by law, then, if either municipality cannot exercise its subdivision control within its designated area because it is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of the subdivision, then the latter municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement. Prior to final approval of any developments south of the Will County-Cook County boundary line and north of Interstate Route 80 by Orland Park, the plans for any such development shall be submitted to Mokena for review and comment

4. **PROHIBITED ANNEXATIONS.**

Each municipality shall actively oppose any attempt to effectuate a voluntary or involuntary annexation initiated by a third party to have territory annexed to its respective municipality, which annexation would have the effect of changing the boundaries established under this Agreement.

5. **STATUTORY OBJECTIONS.**

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings that have been presented to the corporate authorities of Cook or Will Countries and that are within one and one-half miles of either municipality's corporate limits.

6. **ANNEXATION OF ROADWAYS.**

For territory that has been annexed by either municipality prior to the date of this Agreement, then the roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by operation of state law (Illinois Compiled States, Ch. 65, Section 5/7-1-1). For unincorporated territory that is

located on either side of the boundary line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The boundary line set by this Agreement shall be deemed to have been amended accordingly without further action by either municipality.

7. **WAIVER OF ANNEXATION CHALLENGES.**

Each municipality agrees that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's designated area as described in Paragraph 1, above. The parties further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current, or future annexations within the other municipality's designated area.

8. **LAND PLANNING.**

The parties agree to meet and confer about land use and the development of the I-80 corridor (defined for purposes of this paragraph as that part north of Interstate Route 80 extending between Wolf Road and U.S. Route 45 – LaGrange Road) so as to promote and control economic development that favors both parties. Nothing in this paragraph shall require both parties to agree to any specific type of land use or development within that area, except that it is understood and agreed by the parties hereto that land use and zoning for the area north of Interstate Route 80, south of the Will County- Cook County Boundary line, extending between Wolf Road and U.S. Route 45 – LaGrange Road will be limited to commercial, industrial and/or recreational uses only, without residential

development of any kind, except as otherwise herein provided. The parties are to use their best efforts to keep each other informed of land use and development plans in that area.

9. **FUTURE RESIDENTIAL DEVELOPMENTS.**

Orland Park has previously approved a “senior citizen only” (age 55 and above) housing development located in an area south of the Will County- Cook County line at approximately 104th Avenue (hereinafter “Smith Crossing”). It is understood by all parties that Smith Crossing may elect to construct up to four additional Villa Duplex units (8 units), consistent with those already constructed along Emilie Lane, at the east end of their property abutting their detention basin site.

10. **SCHOOL DISTRICTS, PARK DISTRICT.**

In all annexation agreements with respect to future residential development in territory south of the Will County – Cook County boundary line, north of Interstate 80, and west of Wolf Road served by School Districts 159 and 210 and the Mokena Park District, Orland Park will require that the property owners and/or developers pay those exaction fees equal to those fees then being assessed from time to time by Mokena’s ordinances on a Village-wide basis for residential developments within, or being annexed to, the corporate boundaries of Mokena. Further, it is understood and agreed that school exaction fees will not be assessed by Orland Park with respect to any future senior citizen housing development described in paragraph 9, above. With regard to the Mokena Park District, Orland Park will not encourage any development from disconnecting from the Mokena Park District.

11. **WATER AND SEWER SERVICE.**

The parties acknowledge that the area north of Interstate 80 is currently incorporated into Mokena's existing Facility Planning Area, and that this area is more specifically described in paragraph 1 of this Agreement as lying within the Orland Park boundary area. Mokena will support amendment(s) to Orland's and Mokena's respective Facility Planning Areas so that Orland may provide sewer and water utility service to territory within Orland's Village limits north of Interstate 80. The Village of Orland Park specifically agrees that it will not suffer, allow, encourage, attempt or in any other fashion permit of its own accord, any intrusion into Mokena's Facility Planning Area except as is necessary for the Village of Orland Park to provide utility service to that area north of Interstate 80 as contemplated in Paragraph 1 of this Agreement, on the part of the Metropolitan Water Reclamation District of Greater Chicago or any other sanitary service provider.

12. **EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES.**

This Agreement shall be binding upon and shall apply only to the legal relationship between Orland Park and Mokena. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Orland Park or Mokena insofar as such shall affect any municipality which is not a party to this Agreement.

13. **AMENDMENT OF AGREEMENT.**

Neither Orland Park nor Mokena shall either directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of the corporate authorities of both municipalities.

14. **SEVERABILITY.**

If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

15. **DURATION OF AGREEMENT.**

This Agreement shall be in full force and effect for a period of 20 years from the date hereof and for such further and additional time as the parties hereto may agree by amendment to this Agreement.

16. **APPLICABLE LAW AND RECORDING REQUIREMENTS.**

This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities and recorded or filed with the Will County Recorder, Cook County Recorder, and others as their interests may appear.

17. **ADOPTION OF ORDINANCES.**

The parties agree that this Agreement shall be adopted by ordinance approved by the corporate authorities of each municipality.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers this ____ day of _____, 2021.

VILLAGE OF Orland Park

By: _____

Date: _____

Name: Keith Pekau

Title: Village President

ATTEST: _____

Date: _____

Name: Patrick O'Sullivan

Title: Village Clerk

VILLAGE OF MOKENA

By: _____

Date: _____

Name: Frank A. Fleischer

Title: Village President

ATTEST: _____

Date: _____

Name: Melissa Martini

Title: Village Clerk