

**AN INTERGOVERNMENTAL BOUNDARY LINE AGREEMENT
BETWEEN THE VILLAGE OF MANTENO, KANKAKEE COUNTY,
ILLINOIS AND THE VILLAGE OF BOURBONNAIS, KANKAKEE
COUNTY, ILLINOIS**

THIS BOUNDARY LINE AGREEMENT, made and entered into this 1st day of August, 2023, by and between the VILLAGE OF MANTENO, Kankakee County, Illinois (“Manteno”), and the VILLAGE OF BOURBONNAIS, Kankakee County, Illinois (“Bourbonnais”).

WITNESSETH:

WHEREAS, Manteno and Bourbonnais are units of local government duly organized and existing under the laws and Constitution of the State of Illinois;

WHEREAS Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, enable the parties to enter into agreements to provide for intergovernmental co-operation;

WHEREAS, Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, authorizes Manteno and Bourbonnais to enter into a boundary line agreement whereby they agree to delineate their respective jurisdictions within unincorporated territory that lies within one and one-half miles of their boundaries, and to circumscribe the authority to annex territory beyond the delineated line of jurisdiction;

WHEREAS, Manteno and Bourbonnais, on or about March 28, 2003, entered into an Agreement entitled “INTERGOVERNMENTAL BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF MANTENO, ILLINOIS AND THE VILLAGE OF BOURBONNAIS, ILLINOIS” which is now expired and no longer binding on either municipality;

WHEREAS, there exists unincorporated territory lying within one and one-half miles of the boundaries of Manteno and Bourbonnais;

WHEREAS, Manteno and Bourbonnais have each adopted official comprehensive plans regarding the development of such unincorporated territory;

WHEREAS, Manteno and Bourbonnais have determined that the current plans and opportunities for development within the unincorporated territory will create an increase in demand for governmental services;

WHEREAS, Manteno and Bourbonnais have determined that there exists a need and a desirability to provide for a delineation of their municipal boundaries and areas of municipal authority in order to plan effectively and efficiently for the growth and potential development

between their communities and the conservation of available resources for their respective citizens;

WHEREAS, Manteno and Bourbonnais, after taking into consideration the natural flow of stormwater drainage and, to the extent practical, single tracts of land having common ownership within the unincorporated territory, have determined that it is in their best interest to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions and to proscribe annexations beyond the delineated jurisdictional boundaries; and,

WHEREAS, Manteno and Bourbonnais have provided notice of the instant boundary line agreement not less than thirty (30) days and not more than one hundred twenty (120) days before the approval and execution of the same by (1) posting a public notice for not less than fifteen (15) consecutive days in the same location at which notices of their respective village board meetings are posted, and (2) publishing notice in a newspaper of general circulation within the territory to be affected by the agreement;

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 Bourbonnais and Manteno as follows:

Section 1. Boundary Line.

(a) Manteno and Bourbonnais agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental planning, subdivision control, official map, ordinances, and other municipal purposes shall be as is depicted on the map attached hereto as Exhibit "A," which is hereby incorporated herein and made a part of this Agreement. The parties agree that Exhibit "A" depicts the following lines, which constitute the boundary line: A line running east-west beginning at the intersection of 7000 E. Road and 6000 N. Road, running west along 6000 N. Road to 1000 E. Road, where it runs north to 6750 north, and running west along 6750 north to the eastern edge of the I-57 right-of-way, and running north along the eastern edge of the I-57 right-of-way to 7000 N. Road, and running west along 7000 N. Road to 500 west, and running south along 500 west to 6500 north, and running west along 6500 north to 7000 W. Road, where the line ends. There is also a north-south line running along 7000 W. Road, or the extension thereof if there is no road in certain areas, from 12000 N. Road south to 6500 north ("7000 W. Road extended"). There is also a north-south line running along 7000 E. Road, or the extension thereof if there is no road in certain areas, from 12000 N. Road south to 4000 N. Road ("7000 E. Road extended").

(b) That portion of the unincorporated territory lying north of the east-west line as depicted on Exhibit "A," being between 7000 W. Road extended and 7000 E. Road extended shall be within the Manteno jurisdictional area ("Manteno Jurisdictional Area"). The Manteno Jurisdictional Area, along with all of the territory within the corporate limits of Manteno from time to time, shall be within the Manteno territory ("Manteno Territory").

(c) That portion of the unincorporated territory lying south of the east-west line as depicted on Exhibit “A,” being between 7000 W. Road extended and 7000 E. Road extended shall be within the Bourbonnais jurisdictional area (“Bourbonnais Jurisdictional Area”). The Bourbonnais Jurisdictional Area, along with all of the territory within the corporate limits of Bourbonnais from time to time, shall be within the Bourbonnais territory (“Bourbonnais Territory”).

Section 2. Jurisdiction.

(a) With respect to the territory located within the Manteno Jurisdictional Area or Territory, Bourbonnais agrees that it shall not annex any unincorporated territory within such area, nor shall it exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, zoning authority or ordinance, subdivision control or authority, official map, or other municipal authority or ordinance, except as may be hereinafter provided in this Agreement.

(b) With respect to the territory located within the Bourbonnais Jurisdictional Area or Territory, Manteno agrees that it shall not annex any unincorporated territory within such area, nor shall it exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, zoning authority or ordinance, subdivision control or authority, official map, or other municipal authority or ordinance, except as may be hereinafter provided in this Agreement.

Section 3. Revenue Sharing. Manteno and Bourbonnais shall share equally with the other their respective share of any Sales Tax Revenue generated on or from the parcels of land currently identified by PINs: (03) 02-32-400-016; (03) 02-32-400-018; (03) 02-32-400-019; (03) 02-33-300-016; (03) 02-33-300-017; (03) 02-33-300-018; (03) 02-33-300-019; and (03) 02-33-300-021. Sales Tax Revenue means: (i) the total revenue from taxes, penalties and interest which are distributed to either Manteno or Bourbonnais from the State of Illinois Local Government Tax Fund (35 ILCS 105/6z-18, *et seq.*) from those taxes imposed pursuant to the Service Occupation Tax Act (35 ILCS 115/1, *et seq.*) and the Retailers’ Occupation Tax Act (35 ILCS 120/1, *et seq.*) on sales by retailers and servicemen on one or more of the parcels of the land identified above; or, (ii) all revenues from any taxes, penalties and interest which are paid to either Manteno or Bourbonnais from the Local Government Tax Fund or any other fund due to a change in the law and which is intended to replace the source of the revenue identified above. Sales Tax Revenue sharing distributions shall occur annually by the end of March and, except as provided below, shall be based on statements from the Illinois Department of Revenue as to the dollar amount of Sales Tax Revenue paid to the State of Illinois for the benefit of Manteno and/or Bourbonnais during the prior calendar year. The amount of Sales Tax Revenues received from the State of Illinois through the Local Government Tax Fund or otherwise, including any reduction on account of amounts being retained by the State of Illinois as an administrative fee, may be affected by legislation passed by the Illinois Generally Assembly. It is expressly acknowledged and agreed that the amount of Sales Tax Revenues available to be shared shall be based on the amounts actually received, and not amounts collected by businesses

on the parcels and reported to the State of Illinois.

Section 4. Potential Amendment of Agreement. This Agreement shall remain in full force and effect until amended or changed by the mutual agreement of the corporate authorities of Manteno and Bourbonnais. Both Manteno and Bourbonnais agree to generally encourage and support commercial and residential development in the area adjacent to and near the boundary line and are willing to consider amending the boundary line and this agreement if doing so would allow development that would not otherwise occur. Neither Manteno nor and Bourbonnais shall seek any modification of this Agreement through court action.

Section 5. Land Planning. The parties agree to meet and confer about land use and development of the 6000 N. Road corridor, the Route 45/52 corridor, and other areas to promote development favoring both parties.

Section 6. Subdivision Controls. In the event that either of the municipality's subdivision control authority cannot be exercised within its Jurisdictional 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 shall exercise subdivision control but shall apply the terms of the subdivision ordinance of the municipality in whose Jurisdictional Area the proposed subdivision lies.

Section 7. Annexation Issues.

(a) Manteno and Bourbonnais acknowledge and agree that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters.

(b) Manteno and Bourbonnais shall actively oppose any attempt, presently pending or filed in the future, to effectuate an annexation which would have the effect of violating or changing the boundaries established under this Agreement. In the event either municipality is presented with a request to effectuate an annexation which would have the effect of violating or changing the boundaries established under this Agreement, the municipality shall vote to deny the request to effectuate the annexation.

(c) Notwithstanding the above, there is property located southwest of the intersection of 1000 East Road and 7000 N. Road, otherwise known as PIN (03) 02-32-200-002, is located in the Manteno Jurisdictional Area but constitutes Bourbonnais Territory. Bourbonnais and Manteno agree that the property identified above shall be disconnected from Bourbonnais and annexed to Manteno. Bourbonnais shall proceed to disconnect the property identified above as soon as practicably reasonable taking into account its location within a TIF District and the cooperation of the landowner/electors, but in no event sooner than Manteno

advises Bourbonnais that it is ready, willing, and able to annex said property.

(d) Manteno and Bourbonnais waive 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 such other municipality's Jurisdictional Area or Territory.

(e) Unless otherwise provided herein, 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.

(f) Notwithstanding the above, and irrespective of past annexations and the existing corporate boundaries of Manteno and Bourbonnais, during the term of this Agreement, Manteno and Bourbonnais shall their exercise jurisdictional authority over the follow roadways, as specified:

(1) Manteno – (A) N 1000 East Road from north right-of-way line of Bourbonnais Parkway north to Divisions Street; and (B) E 7000 North Road from N 1000 East Road west 2,145 feet to the east right-of-way line of I-57 or the eastern edge of the bridge structure crossing over I-57, as applicable; and,

(2) Bourbonnais – E Bourbonnais Parkway from the east right-of-way line of I-57 to the west right-of-way line of the CN Railway.

(g) The entity exercising jurisdiction over a roadway as set forth in subparagraph (f) shall be responsible for the improvement and maintenance of said roadway the same as if located within its corporate limits. No entity shall have any greater responsibility or duty over a roadway because of this Agreement than it would if said roadway was located within its corporate limits.

(h) The entity exercising over a roadway as set forth in subparagraph (f) shall be exclusively responsible for the review, permitting, and granting of access rights to said roadway from private property on both sides of the roadway. Provided, however, no such access shall be permitted by a jurisdictional authority to a property located in the other municipality without the consent of such municipality. Manteno and Bourbonnais agree that they will consult and reasonably cooperate with one another to resolve any disagreement they may have over private access rights disputes involving owners located within their corporate boundaries to roads having a different jurisdictional authority.

(i) To the extent any roadway referenced in subparagraph (f) is within the police district of both Manteno and Bourbonnais, the entity exercising jurisdictional authority over said roadway shall have the primary responsibility to patrol and/or respond to police calls thereon.

(j) The entity exercising jurisdiction over a roadway as set forth in subparagraph (f) shall, to the extent it has jurisdiction to do so, shall authorize the reasonable use of the right-of-way of such roadway and grant non-exclusive easements for the installation by the other municipality (or a designated public utility if privately owned) of public utility improvements, whether or not owned by the municipality. Non-exclusive easement rights for public utilities may be assigned.

(k) Manteno and Bourbonnais recognize the practical challenges of providing municipal services for roadways that are located on the boundary line. To that end, the parties agree that further cooperative agreements may be developed to provide police and other municipal services, including capital improvements, to roadways that are located on the boundary line to the extent not covered under this Agreement.

Section 8. General Implementation. The parties hereto agree to cooperate to the fullest extent possible and take all steps reasonably practical to achieve any appropriate modification of the postal service boundary and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement.

Section 9. Statutory Objections Preserved. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to a proposed rezoning that has been presented to the corporate authorities of Kankakee County that are within one and one-half miles of either municipality's corporate limits.

Section 10. 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 jurisdictional area as depicted in Exhibit "A." The parties further agree not to make any requests, formal or informal, or to provide any support, financial or otherwise, 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.

Section 11. Effect on other Municipalities. This Agreement shall be binding upon and shall apply only to the legal relationship between Manteno and Bourbonnais. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Manteno and Bourbonnais insofar as such shall affect any municipality which is not a party to this Agreement.

Section 12. 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.

Section 13. Term. This Agreement shall be in full force and effect for a period of ten (10) years from August 1, 2023 through July 31, 2033.

Section 14. Applicable Law; Recording. 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 each municipality's clerk, the Kankakee County Recorder, the Kankakee County Clerk, the Kankakee County Planning Department and others as their interest may appear.

Section 15. Corporate Approval. Each of the parties warrant that this Agreement was approved by ordinance passed by their respective corporate authorities and the officers signing the same were authorized signatories thereunder.

Section 16. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

If to Manteno: Village of Manteno
Attn: Village President
98 East Third Street
Manteno, Illinois 60950

If to Bourbonnais: Village of Bourbonnais
Attn: Village President
700 Main Street, N.W.
Bourbonnais, Illinois 60914

Section 17. Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

Section 18. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 19. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Section 20. Recitals. The recitals of this Agreement are hereby incorporated and made a part of this Agreement as though fully set forth herein.

Section 21. Exhibits. The exhibits to this Agreement, by this reference, are hereby incorporated and made a part of this Agreement as though fully set forth herein.

Section 22. Third-Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person, corporation or entity shall be made, or be valid, against the Manteno and/or Bourbonnais.

Section 23. Good Faith; Cooperation; and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

Section 24. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

Section 25. Relationship. Neither this Agreement nor any actions of the parties or any third- party shall be construed to or create a partnership, agency relationship or joint venture.

Section 26. Expiration of Previous Agreement. Manteno and Bourbonnais agree that the agreement entitled “INTERGOVERNMENTAL BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF MANTENO, ILLINOIS AND THE VILLAGE OF BOURBONNAIS, ILLINOIS” entered into on or about March 28, 2003 has expired and is no longer binding on either municipality. Notwithstanding the above, both Manteno and Bourbonnais acknowledge and warrant that neither of them has taken any action or engaged in any conduct that would have constituted a violation of said agreement had it been effective from the date of its expiration through the date of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

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

VILLAGE OF MANTENO,
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: _____
Timothy O. Nugent, Village President

By: _____
Robin Batka, Village Clerk

Dated: _____, 2023

(SEAL)

State of Illinois)
) ss
County of Kankakee)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy O. Nugent and Robin Batka, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Village President and Village Clerk of said entity, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal,
this ____ day of _____, 2023.

NOTARY PUBLIC

{IMPRESS SEAL HERE}

VILLAGE OF BOURBONNAIS,
KANKAKEE COUNTY, ILLINOIS

ATTEST:

By: _____
Paul Schore, Village President

By: _____
Brian Simeur, Village Clerk

Dated: _____, 2023

(SEAL)

State of Illinois)
) ss
County of Kankakee)

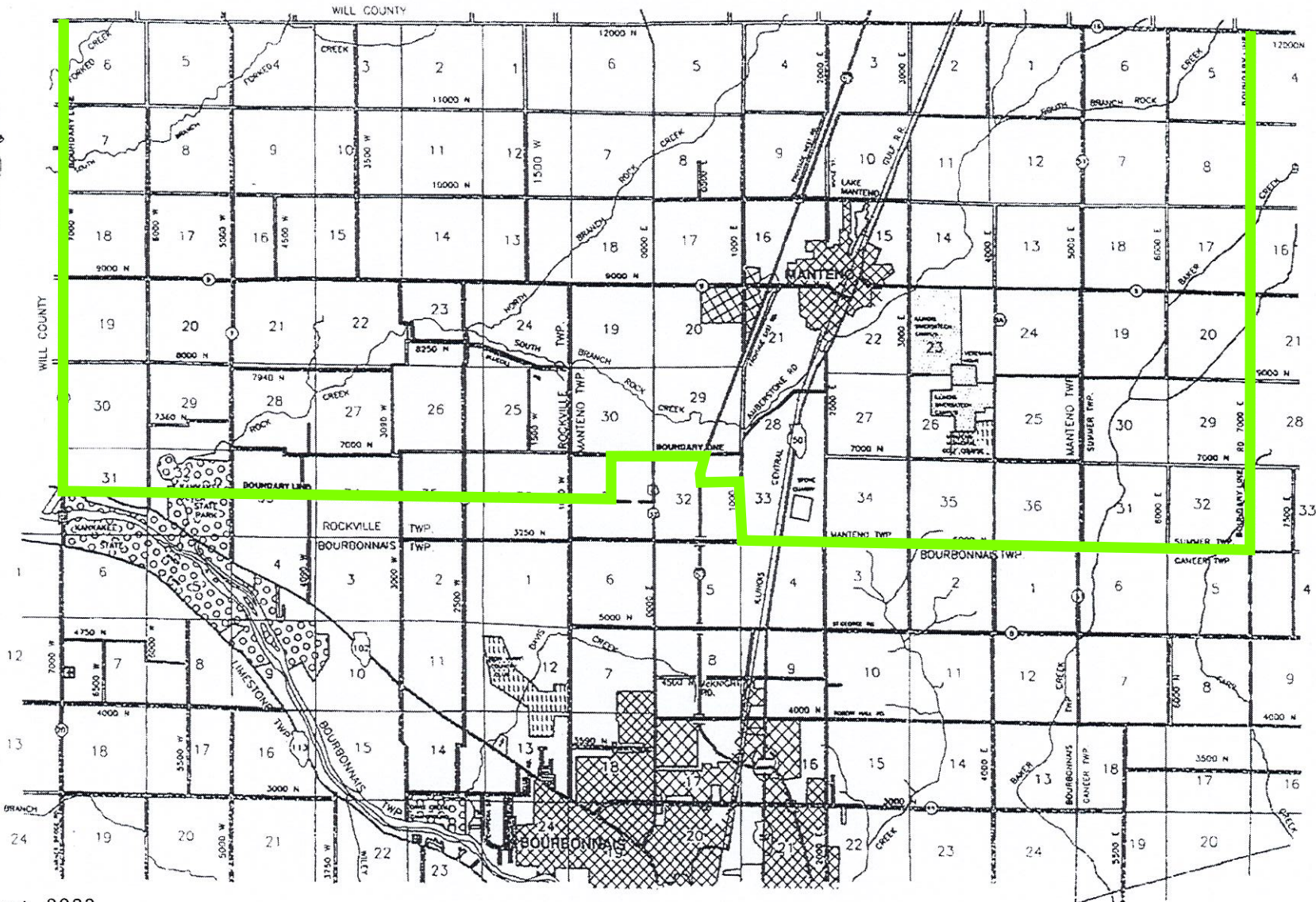
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Schore and Brian Simeur, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to be the Village President and Village Clerk of said entity, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal,
this ____ day of _____, 2023.

NOTARY PUBLIC

{IMPRESS SEAL HERE}

BOURBONNAIS-MANTENO BOUNDRY LINE



BOURBONNAIS-MANTENO BOUNDRY LINE
EXHIBIT - A