

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PORTER AND THE CITY OF EVANSVILLE
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT**

This Agreement ("Agreement") is made by and between the Town of Porter ("the Town"), a Wisconsin Town located in Rock County, Wisconsin, and the City of Evansville ("the City"), a Wisconsin City located in Rock County, Wisconsin. The purpose of the Agreement is to set for the procedures, terms, and conditions by which the parties which to achieve the following mutual goals, pursuant to Wis. Stats. §66.0301:

- Orderly planned growth for the City and the Town, and the provision of appropriate, cost effective municipal services for such development
- Orderly, planned boundaries between the City and Town, promoting cost effective provision of services and more efficient operation of all units of government
- Prevent of unplanned development leading to urban or rural sprawl, and protection of the area's natural resources; and
- Promotion of quality development in the City and the Town.

1. Establishment of Development Boundary and Review Limit.

Exhibit A to this Agreement consists of a map entitled "Town of Porter and City of Evansville Intergovernmental Agreement Map," which includes a boundary which the Town and the City have designated as the limit of the City's subdivision review (hereinafter the "Boundary") for purposes of this Agreement. The parties recognize and agree that the areas contained within the Boundary are not necessarily areas in which the City has immediate development plans, but that the City has an interest in limiting rural development within said area which might constitute barriers to future development at urban densities using City utilities during the term of this Agreement. The parties recognize and agree that the areas outside the Boundary within the Town are not necessarily areas in which the City does not have future interest for development.

2. Agreements as to Actions within the Development Boundary and Review Limit.

For all parcels within the Boundary, listed in Exhibit B, the Town and City agree as follows:

- (a) The City shall continue to exercise its extraterritorial land division review authority within such areas. The City shall allow development within such areas where the density of said development complies with the City's Subdivision Ordinance.
- (b) The Town shall not oppose annexation to the City any parcels within the Boundary listed on Exhibit B.

3. Actions Relating to Properties Outside the Boundary.

For areas within the Town and outside the Boundary, the Town and City agree as follows:

- (a) The City waives its extraterritorial land division review authority with respect to such areas.
- (b) In the event any land owner seeks approval of an on-site sanitary permit for land within such areas, and in the further event that the County of Rock inquires of the City as to whether public sewer service is then available to such land, the City shall respond by stating that public sewer service is not currently available to the subject parcel.

4. Compliance with Wis. Stats. § 66.0301(6)

- (a) Prior to the adopt of this Agreement, the parties held a joint public hearing. Joint notice was given by publication of a Class 1 notice under Ch. 985. At the public hearing, the parties hereto provided proof of such publication.
- (b) Town of Porter property owners living with the City’s extraterritorial jurisdiction were given notice by certified letter

5. Term.

The term of this Agreement shall commence upon the date of publication of this Agreement as required by Wis. Stats. § 66.0301(6)(c)(2) (“Effective Date”) and continue until April 30, 2036. This Agreement may be renewed. Upon expiration of this Agreement, the Boundary will revert to the extraterritorial plat approval jurisdiction area defined by Wis. Stats. § 236.02.

6. Challenge to Agreement.

Neither party shall initiate, voluntarily join as a plaintiff, or assist in any way in the bringing or prosecution of an action challenging the validity or enforceability of this Agreement or any of its provisions, including an action seeking a declaration that this Agreement is subject to the 10 year term limitation described in paragraph 5 above, and, if either party initiates, voluntarily joins as a plaintiff, or assists in any such action, the party who has not thus violated the terms of this Agreement shall be absolved of any and all duties under this Agreement, but the party who has thus violated the terms of this Agreement shall not be absolved of any such duties.

7. Binding Effect.

This Agreement shall bind, and accrue to the benefit of, all successors of the parties, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities shall be considered to be parties bound by the terms of this Agreement. Except as to the rights of owners of land in the Town and except as otherwise expressly set forth herein, this Agreement is for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity.

8. Recording.

A notice of this Agreement may be recorded with the Rock County Register of Deeds by either party.

9. Severability.

If any term of or condition of this Agreement, or the application of this Agreement to any person

or circumstance, shall be deemed invalid or enforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstance other than those to which it is held invalid or enforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Dispute Resolution.

- (a) The parties acknowledge that this Agreement was created to prevent or minimize resort to litigation over the issues dealt with herein. In that spirit, the parties to agree to make good faith efforts to apply and cooperate with alternative dispute resolution methods, voluntary or Court-encouraged, when disagreements arise, and to encourage property owners and electors who may assert standing to litigate with respect to the Agreement or its implementation to do so as well.
- (b) Before engaging in any litigation in relation to this Agreement, the parties shall engage in a mediation process as follows:
 - (1) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (2) Either representative thus designated may ask for the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request, a qualified mediator will be appointed by the chairperson of the Alternative Dispute Resolution Section of the State Bar of Wisconsin or, if the chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (3) The mediation session shall take place within 30 days of the appointment of the respective representatives designed by the parties, or the designation of a mediator, whichever occurs last.
 - (4) The mediator thus named shall not have the authority to impose a settlement upon the parties, but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. Such mediation sessions shall be private and limited to the designated representatives of the parties and the mediator except as may be necessary to comply with the Wisconsin Open Meetings law. The expenses of the mediator, if any, shall be borne equally by the parties.

11. Remedies

- (a) Either party may seek specific performance of this Agreement in addition to any other remedies available at law or in equity.
- (b) The breaching party shall pay the other party's attorneys fees and expenses reasonably incurred in seeking remedies for the breach.
- (c) If the breach involves development or annexation or a challenge to an annexation, all taxes, assessments, and other revenues realized by the breaching party from the subject property during the remaining term of this Agreement shall be paid to the other party.

Dated: _____, 2026.

CITY OF EVANSVILLE

By: _____

Mayor

By: _____

City Administrator

By: _____

Clerk

TOWN OF PORTER

By: _____

Town Chair

By: _____

Town Clerk

EXHIBIT A

Town of Porter and City of Evansville Intergovernmental Agreement Map

DRAFT

EXHIBIT B

Town of Porter properties within the exterritorial review area of the City of Evansville

(by Parcel and Tax ID Number)

Parcel Number: 6-16-243.1 ; Tax ID: 032 03000401

Parcel Number: 6-16-245 ; Tax ID: 032 030006

Parcel Number: 6-16-245.01 ; Tax ID: 032 030006001

Parcel Number: 6-16-245A ; Tax ID: 032 03000601

Parcel Number: 6-16-246 ; Tax ID: 032 030008

Parcel Number: 6-16-247 ; Tax ID: 032 030009

Parcel Number: 6-16-247.1 ; Tax ID: 032 0300091

Parcel Number: 6-16-252A ; Tax ID: 032 031003001

Parcel Number: 6-16-252A.1 ; Tax ID: 032 0310030010

Parcel Number: 6-16-252A.2 ; Tax ID: 032 0310030011

Parcel Number: 6-16-252.2 ; Tax ID: 032 03100302

Parcel Number: 6-16-254 ; Tax ID: 032 031004

Parcel Number: 6-16-255 ; Tax ID: 032 031005

Parcel Number: 6-16-255.1 ; Tax ID: 032 0310051

Parcel Number: 6-16-256 ; Tax ID: 032 031006

EXHIBIT C

City of Evansville Resolution 2026-X

EXHIBIT D

Town of Porter Resolution 2026-X

DRAFT