

Town of Mercer

Mercer Business Park Policies and Covenants 2011-01

(Amended 2018-06 and 2022-05)

The Mercer Town Board of Supervisors do ordain as follows:

1. Purpose and Authority

- 1.1 The purpose of the Mercer Business Park Development is to encourage economic growth and job creation within the Town of Mercer, in keeping with the goals identified by public consensus as essential in Mercer's overall development plan and pursuant to Wisconsin Statutes 66.1001 (2)(f)(h).
- 1.2 Such development shall place emphasis on compatibility of use and design, environmental safeguards, aesthetic values, which are essential to attracting quality business and industries to the business park. Furthermore, it shall augment the current business community and preserve the rural northwoods atmosphere vital to the quality of life and well-being of the community and citizenry.

2. Tenancy Considerations

2.1 Job Creation: Job creation shall be a prime consideration in locating a business within the park. A minimum of one (1) job created (or retained), exclusive of management, shall be required within two (2) years of occupancy, and each business shall be considered on a case-by-case basis. *(4/21/2011) (3/15/18)*

2.2 Permitted Use: (See Appendix A). *(11/17/21)* ~~A mix of light industrial and commercial uses are permitted. These include, but are not limited to, research and development, technological facilities, medical services, business and professional office use, government and educational facilities, and light manufacturing which includes conducting a process, fabrication, storage or manufacturing of light materials, including electronic components and accessories. The Town Board shall have the ability to review any proposed use prior to acquisition of Business Park Lands and determine whether said use is compatible herein. The Town Board may review any subsequent change in use to determine compliance after acquisition.~~ (Amended 10/18/2007) The Town of Mercer reserves the right to reject, prohibit or otherwise discontinue the subsequent change in use.

3. Land Sales

3.1 The price of land, for which the Town Board of Supervisors reserves final decision, shall be per acre based and shall be a negotiable amount, depending on but not limited to, the following factors:

- a. The potential for employment in the community.
- b. The size and value of the industry/business as it would affect the tax base.

c. The area within the Business Park, some being more desirable, accessible, and easier for installation of water, sewer, streets, and other utilities.

3.2 In the matter of sales of land in the Mercer Business Park:

- a. The Mercer Town Board shall be represented by its Chair or the Board's designee.
- b. Confidentiality shall be a prime factor in sale of business park property and related meetings may be held in closed session, pursuant to Wis. Stats 19.85 (1) (e)
- c. ~~The Mercer Planning Commission Chair shall consult with the Town Board Chairman regarding utilities and streets and shall consult with the Town Attorney regarding legal matters.~~
- d. Proceeds from the sale of business park land shall be appropriated to the Mercer Planning Commission and placed in a segregated account on the following terms and used solely for the following purposes:
 - i) ~~Funds may be drawn by the Mercer Town Board only for Mercer Business Park development, after review and recommendation of the Mercer Planning Commission.~~
 - ii) ~~The Mercer Town Board may add any of its own moneys to said fund, which shall then be limited in uses to the foregoing purposes.~~
 - iii) ~~Funds in segregated account shall always be adequately protected and preserved.~~
 - iv) ~~The Town of Mercer shall be entitled to withdraw at any in the segregated fund in the excess of \$300,000.00. (3.2 adopted 2/7/200 as amendment to 2002-01~~

4. Application and Review Procedure.

4.1 The Mercer Planning Commission shall review all applications and required documentation with respect to ordinance guidelines and requirements as it may relate to conformities with these covenants. Completed plans shall be recommended for approval, recommended for approval conditionally, or not recommended for approval by the Planning Commission. The findings of the Planning Commission shall be documented in a recommendation to the Town Board of Supervisors for final action.

4.2 Design, and sign review, and approval is required prior to the issuance of a building permit or the erection of signs within the Town of Mercer. Copies of the Mercer Design

and Sign Ordinances and Application Forms may be obtained from the Town Clerk during regular business hours.

4.3 Any and all improvements to a lot in the Mercer Industrial Park must comply with the then Town of Mercer Code of Ordinances, including by not limited to, plan review, sign reviews, and other applicable ordinances then in effect.

4.3.1 In the case where a lot has been purchased for a business initially and the owner has identified the need of additional construction or improvements to support the business, the owner shall submit an application to be reviewed by the Planning Commission, to be considered/documentated in a recommendation to the Mercer Town Board of Supervisors for final action. This application for additional buildings or improvements would require an application fee be paid at published application rates applicable at the time of application.

5. Repurchase Rights and Construction Obligation.

5.1 Right of First Refusal as to Vacant Land

In the event any owner, or its legal representatives, successors, heirs or assigns of land in the Business and Industrial Park elects to sell the vacant land, it shall first be offered for sale, in writing, to the Town of Mercer for a sum equal to the amount the Town of Mercer received when said parcel was originally conveyed by the Town.

The Town of Mercer shall exercise its right of first refusal within sixty (60) days of receiving written notice of the bona fide offer to repurchase. In the event the Town of Mercer shall not exercise its right of first refusal in a timely manner, the owner may then sell the property. In this event, the Town of Mercer's right of first refusal shall then terminate as to that pending offer. This Right shall run with the land.

This right of first refusal shall apply to the resale of vacant land. This right also would apply to any division of parcel previously approved by the Mercer Town Board of Supervisors if that division has met the minimum parcel size requirements required herein or by Town of Mercer ordinance but is/has remained vacant.

In the event of acceptance of such offer by the Town of Mercer, conveyance shall be by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the owner. Regardless of the Town of Mercer's actions herein, the use of the land by any subsequent owner shall be subject to applicable zoning, ordinances, restrictions and regulations of the Town of Mercer and the Business and Industrial Park Restrictive Covenants relating to the use of the land at the time of the sale.

5.2 Recapture of Land for Failure to Improve (Construction Obligation):

If a purchaser of land in the Mercer Business Park has not or cannot start construction and improvements on the land purchased within twenty-four (24) months of the date of payment of the purchase price, or has not completed construction within thirty (36) months, or has failed to comply with the plans or specifications approved by the Town of Mercer Board of Supervisors, the Town of Mercer shall have the right to repurchase the property from the purchaser at the original purchase price without interest, less the estimated cost of restoring the property to the condition which it was in at the time of purchase; however the Town of Mercer may at its option accept the parcel and the improvements thereon in which case restoration shall not be required.

Any extension of time to permit construction and improvement must be mutually agreed upon in writing between the Town of Mercer Town Board of Supervisors and the purchaser and adopted by Resolution of the Town of Mercer Board of Supervisors and is in the Board's Sole Discretion.

If the Town of Mercer reclaims the land through non-performance by the purchaser as provided herein, purchaser shall convey the property to the Town of Mercer by Warranty Deed, free and clear of all liens and encumbrances created by act of default of the purchaser.

6.0 Restrictions and Covenants

- 6.1 Minimum lot size is one (1) acre unless a parcel is part of an overall development plan for the area. No lot may be purchased for real estate investment purpose. No owner shall be allowed to subdivide a parcel without the recommendation of and final approval of the Town of Mercer Board of Supervisors final approval. The Town of Mercer Board of Supervisors reserves the right of first refusal to buy back undeveloped property not to exceed the original per acre purchase price. (See Section 5.1 above.)
- 6.2 Facility construction must begin within two (2) years after the acquisition of the Real Estate from the Town of Mercer in a form approved by the Mercer Town Board of Supervisors, or as recorded in the Iron County Register of Deeds Office and be completed within three (3) years. If the purchaser fails to comply with the provision of Sections 5.1, 5.2-of this Ordinance, he/she shall be in default of the terms of the sale and be subject to aforementioned terms as indicated in Section 5 above.
- 6.3 Height of all structures shall be considered by the Planning Commission recommendation and Mercer Town Board of Supervisors, on a case-by-case basis. (If the town does not have Height restrictions in an ordinance, this section should be deleted.)
- 6.4 No billboard or rooftop signs shall be allowed in the business park. One freestanding monument-type sign per business shall be allowed. One exterior wall sign per business shall be allowed. Wall signs shall be of fixture signs only. Signs painted directly on the surface of the wall shall not be allowed.
- 6.5 All operations must be conducted within a fully enclosed building. Outside storage of

materials, products or equipment ~~including trash receptacles~~, must be completely obscured with approved solid fencing or screening unless the outside storage is specifically approved as part of a preliminary development plan.

- 6.6 No operation, process, manufacturing, or building use in the business park shall produce or create excessive noise, electronic interference, odors, smoke, dust, gas, vibrations, heat, industrial waste, toxic matter or other public or private nuisances, health or safety hazards.
- 6.7 Only off-street parking is allowed in the business park. Each establishment must provide off-street parking spaces for all employees, customers and visitors.
- 6.8 Parking for five or more vehicles shall have the aisles and spaces clearly marked. All ~~driveways, parking lots, and loading areas shall be surfaced with asphalt extending to the public street pavement.~~ Parking lot drives shall be a minimum of 24 feet wide for two-way traffic and at least 12 feet wide for one-way traffic unless other county, state or federal codes require a larger minimum.
- 6.9 Each establishment must provide an adequate loading space within a building or in a side or rear yard in a manner that will allow all storage, standing and maneuvering of trucks to be off the public right-of-way.
- 6.10 No waste material shall be burned on the premises.
- 6.11 All grass, trees, shrubs and other vegetation shall be kept and in good appearance at all times. All grass shall be cut as necessary to maintain an attractive appearance. If grass, trees or shrubs are not properly maintained, the Town of Mercer may serve notice of noncompliance and if not complied with, within seven (7) calendar days, the town may maintain same and bill the cost incurred by the town, or designee of the town, to the owner.
- 6.12 Lots within the business park may be fenced with materials including wire mesh, chain link, brick, wood, or decorative masonry to a height not to exceed eight feet unless otherwise approved in the site plan. Fences must be kept in good repair and wood must be kept painted or stained. Fences shall not be permitted in the front yard of the building setback area. Provisions must be made for access by fire department apparatus to all sides of any building.
- 6.13 All utilities, including electric power, telephone, gas, water, storm and sanitary sewer shall be under ground.
- 6.14 The Town of Mercer retains such right-of-way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility over, across, under, and through the premises in the designated set-back areas, between building lines and property lines. The Town shall also have the right to grant such right-of-way easements to others to carry out this purpose. Any contract for laying of such lines, wires, conduits, pipes, or sewers, shall provide that the premises shall be restored to the same conditions they were prior to the completion of such work
- 6.15 No land shall be developed and no use shall be permitted that results in flooding, erosion,

or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.

6.16 The availability of utilities depends upon the following factors, among others:

- 6.16.1 The rules and regulations of the State of Wisconsin
- 6.16.2 The season or weather
- 6.16.3 Limitations of existing facilities

6.17 The construction of buildings, dwellings, barns, advertising signs, billboards or other structures built or placed in the out lots, with the exception of the sanitary sewer lift station structure needed to serve the business park, shall be considered on a case-by-case basis by the Planning Commission for approval by Town Board of Supervisors, as long as they do not adversely affect the abutting wetlands.

6.18 There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the delineated wetland areas. There shall be no plowing, disking or any other activity that would alter the topography of the wetlands within or abutting the out lots. (11/17/21)

6.19 There shall be no dumping of trash, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste.

6.20 The hydrology of the wetlands in the out lots will not be altered in any way or by any means including draining, diking, impounding or diverting surface or ground water into, or out of, the out-lot areas.

6.21 The Town of Mercer is responsible for compliance with all federal, state, and local laws governing the control of noxious weeds within the out lot(s) areas.

6.22 There shall be no operation of any motorized vehicle or equipment within the wetlands in the out-lot areas except in conjunction with the authorized activities set forth in paragraph 6.21 above.

6.23 ~~Vegetation, except in conjunction with the authorized uses set forth in paragraph e above,~~ shall not be removed, cut, mowed, or altered in any way or a change in the natural habitat in any manner within the delineated wetlands.

Sections 6.17 through 6.23 shall insure to the successors in title, assigns or heirs, and shall run with and bind the wetland areas in perpetuity.

7.0 Disclaimer of Liability

The Town of Mercer, its officers, supervisors, trustees, committee members, agents, and employees, shall not be liable to any person or entity submitting an application for approval or seeking any other approval under these Covenants, or to any other person or entity affected by these Covenants, by reason of engineering, architectural or technical errors or omissions in the applications, or materials submitted for approval.

The Town of Mercer shall not be deemed to provide architectural or engineering services in the review and approval of applications, or in any other manner. The Town of Mercer shall not be responsible for inspection improvements during construction or for ensuring compliance with approved applications.

11.0 Other Applicable Laws

None of the procedures herein shall exempt a lot owner from compliance with any local, county, state, or federal law or law enforcement thereof by the applicable enforcement agencies.

12. Enforcement

This ordinance shall be enforced by the Mercer Town Board of Supervisors. All violations are subject to fines not exceeding \$100.00 per day, in addition to costs involved in prosecution.

13. Effective Date

This Ordinance shall take effect and be in force from the date of passage, and publication or posting as provided by law, and shall repeal and replace Mercer Business Park Policies and Covenants Ordinance 2002-1.

14. Severability

The provisions of this ordinance shall be deemed severable and it is expressly declared that the Town of Mercer would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the publication of such provisions to other persons or circumstances shall not be affected thereof.

Moved by Banaszak Seconded by Stenberg

5 Supervisors voting Aye 0 Supervisors voting Nay

Amended Ordinance adopted this 21st

day of April, 2011

Amended Ordinance adopted this 5 day

of April 2018.

Mercer Business Park and Covenants
Appendix A

A. GENERAL BUSINESS

Permitted Uses

- 1) Bakeries.
- 2) Banks, Savings and Loan associations.
- 3) Building, plumbing, electrical and general contracting offices, or sales outlets.
- 4) Day care and nursery schools.
- 5) Drive-in restaurants.
- 6) Fruit and vegetable market.
- 7) Funeral homes.
- 8) Greenhouses and nurseries.
- 9) Laundromats.
- 10) Pet shops.
- 11) Printing shops and newspaper publishing.
- 12) Professional and medical offices.
- 13) Supermarket, grocery stores.
- 14) Wholesale and distributing establishments.

Conditional Uses:

- 1) General retail uses including department stores.
- 2) Repair shops.
- 3) Utility structures or substations of any public utility including transmission or pipe lines (excluding wireless telecommunications facilities).
- 4) Animal hospital and veterinary clinics or kennels.
- 5) Experimental, testing or research facilities.
- 6) Indoor skating and archery ranges.
- 7) Indoor shooting clubs/ranges.
- 8) Shopping centers.
- 9) Sign companies including fabrication and repair of all types of signs.
- 10) Any other use which the Plan Commission finds will be similar in nature, operation, and function to conditional uses allowed within the district.

B. MANUFACTURING

Permitted Uses:

- 1) Bag, carpet and rug cleaning and commercial laundries.
- 2) Bakeries.
- 3) Building, plumbing, electrical, and general contractor offices, storage facilities.
- 4) Greenhouses and nurseries.
- 5) Ice, coal, brick and stone sales and storage.
- 6) Industrial research laboratories.
- 7) Lumber yards, providing such uses are enclosed by a min. 8' high fence.
- 8) Manufacturing and assembling of commercial and household fixtures, cabinets and counters including furniture.
- 9) Manufacturing of pottery or similar ceramic products using only previously pulverized clay and kilns fired only by electricity or gas.
- 10) Preparation, assembly, and packaging of foods.

- 11) Printing and publishing.
- 12) Processing, bottling and distribution facilities for beverages.
- 13) Repair shops.
- 14) Sheet metal, welding, body, machine shops, and towing service.
- 15) Sign companies including fabrication and repair of all types of signs.
- 16) Truck, terminal and storage facilities and shops including governmental motor pool uses and garages.
- 17) Wholesale and distributing establishments.

C. PROHIBITED USES

The following operations and uses are not permitted within the Business/Industrial Park.

- 1) Mini –storage and warehouse rental operations
- 2) Recycling Centers and Waste Transfer facilities
- 3) Residential dwellings
- 4) Junkyards, used auto part sales
- 5) Entertainment facilities including theaters, taverns and magazine/video stores
- 6) Hotel and motel complexes, including other directly related facilities

Motion made by Supervisor Quimette seconded by Supervisor Roberts: 5 aye 0 nay

Ordinance declared amended this 5 day of May, 2022




John Sendra, Chairman



Attest: Debbie Hohner, Clerk



Mike Lambert, Supervisor



Vic Ouimette, Supervisor



Opal Roberts, Supervisor



Eric Snow, Supervisor