

## RESOLUTION 2021-01-12

### RESOLUTION AUTHORIZING THE BORROWING OF \$156,000.00; PROVIDING FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND APPLYING FOR A SAFE DRINKING WATER LOAN PROGRAM LOAN IN CONNECTION THEREWITH

WHEREAS, the Village Board (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the Village of MERRIMAC, SAUK County, Wisconsin (the "Issuer") to raise funds for the purpose of:

WELL HOUSE NO. 1 REHABILITATION, INTERIM FINANCING IN ADVANCE OF SAFE DRINKING WATER LOAN PROGRAM LOAN CLOSING  
(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the Issuer is authorized by the provisions of 67.12(12) of the Wisconsin Statutes to borrow money and issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$156,000.00 from the Bank of Prairie du Sac ("the Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the President and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$156,000.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 2.500% per annum; and shall be payable as follows:

**Borrower will pay this loan in one principal payment of \$156,000.00 plus interest on July 18, 2024. This payment due on July 18, 2024, will be for all principal and all accrued interest not yet paid.**

**Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.**

Section 4. Prepayment Provisions. This note provides interim financing in advance of full repayment by the Safe Drinking Water Loan Program (SDWLP). Prepayment of Note is allowed at any time.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Means of Repayment. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit, and resources of the Issuer are hereby irrevocably pledged. The Issuer fully intends to apply for SDWLP funds through the Wisconsin Department of Natural Resources (WDNR), which fully reimburses eligible project expenses related to the Borrowing Purpose upon entering into a Loan Agreement with WDNR. Should WDNR Loan funds not be available to repay Note, the Issuer fully intends to refinance the Note's entire principal and interest into a multi-year Loan, for repayment from Water Utility Revenue and Reserves. Should Water Utility Revenue and Reserves not be adequate for Loan payments, Issuer fully intends to apply to the Public Service Commission of Wisconsin (PSCW) for an increase in Water Rates. Should Water Utility Revenue remain inadequate for Loan payments, a direct Tax Levy shall be issued.

Section 7. Debt Service Fund Account. Because the anticipated means of payment of principal and interest due is a one-time disbursement after Loan Closing of the SDWLP Loan, no Debt Service Fund Account is required, unless and until the anticipated means of payment of said principal and interest changes. If and when the anticipated means of payment changes, there shall then be established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$156,000.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by utility revenue or by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and

to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

**Section 8. Segregated Borrowed Money Fund.** The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and interest on the Note.

**Section 9. Arbitrage Covenant.** The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

**Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status.** The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of the proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expect to not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of Closing.

**Section 11. Execution of the Note.** The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the President and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding of the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

**Section 12. Payment of the Note.** The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

**Section 13. Registration and Transfer of Note.** The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

**Section 14. Conflicting Resolutions; Severability; Effective Date.** All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or

more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

**Section 15. Financial Reports.** Officials of the issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

**PREPAYMENT PENALTY.** Prepayment of this loan is allowed at any time during the term of this loan without prepayment penalty/fee.

**\*WHERE AS.** WHEREAS, the Village Of Merrimac, Sauk County, Wisconsin ("Village") received elector authority pursuant to a properly noticed Village Board Meeting, Wisconsin Statutes Section 61.32 and Resolution No. 2021-01-12 for Well House No. 1 Rehabilitation, Interim Financing in Advance of Safe Drinking Water Loan Program Loan Closing, a Draw Down Line of Credit for the amount of \$156,000.00 for Village public purposes;

WHEREAS, pursuant to the provisions of Wisconsin Statutes Section 67.04, the Village Board of the Village of Merrimac can borrow money to finance any project undertaken for a "public purpose" including construction, renovation, or improvement of land, buildings, or facilities;

WHEREAS, pursuant to the provisions of Wisconsin Statutes Section 67.12(12), the Village Board at any properly noticed Village Board meeting can decide to borrow money via promissory note by adoption of a resolution specifying the purposes and maximum amount of the loan; WHEREAS, the Village can have a total indebtedness of no larger than five percent (5%) of the equalized value of the taxable property in the Village; WHEREAS, the equalized value of the taxable property in the Village is \$95,961,700.00, as certified by the Village Clerk, and five percent (5%) of the equalized value equals \$4,798,085.00

WHEREAS, the Village current debt is \$1,453,988.28 and the maximum amount to be borrowed of \$156,000.00 is less than five percent (5%) of the equalized value;

WHEREAS, pursuant to the provisions of Wisconsin Statutes Section 67.12(c) (Borrowing in Anticipation of Revenues), on October 31, 2021, the Village submitted an Intent to Apply to WDNR's SDWLP to receive State Revolving Fund Loans for repayment of the Note. On June 30, 2022, the Village will submit the Application for the SDWLP.

WHEREAS, the Village Board deems it necessary and in the best interest of the Village to borrow a maximum of \$156,000.00 for the public purposes set forth herein, and to apply for interim financing reimbursement from the WDNR's SDWLP.

WHEREAS, if SDWLP funds do not become available, the Village Board deems it necessary to request a Water Rate Increase from PSCW or to request a levy, a direct annual tax, sufficient to pay for the repayment of the interest as it falls due and to pay and discharge the principal at maturity.

Adopted and recorded this 14<sup>th</sup> day of December, 2021.

By:   
Philip E Budde, President

Date: 12/14/2021

ATTEST:  
By:   
Brian Mooney, Administrator/Clerk/Treasurer

Date: 12/14/2021

## RESOLUTION 2021-02-12

### RESOLUTION AUTHORIZING THE BORROWING OF \$890,000.00; PROVIDING FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND APPLYING FOR A SAFE DRINKING WATER LOAN PROGRAM LOAN IN CONNECTION THEREWITH

WHEREAS, the Village Board (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the Village of MERRIMAC, SAUK County, Wisconsin (the "Issuer") to raise funds for the purpose of:

WELL NO. 2 TEST AND PRODUCTION WELL, INTERIM FINANCING IN ADVANCE OF SAFE DRINKING WATER LOAN PROGRAM LOAN CLOSING  
(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the Issuer is authorized by the provisions of 67.12(12) of the Wisconsin Statutes to borrow money and issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$890,000.00 from the Bank of Prairie du Sac ("the Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the President and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$890,000.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 2.500% per annum; and shall be payable as follows:

**Borrower will pay this loan in one principal payment of \$890,000.00 plus interest on July 18, 2024. This payment due on July 18, 2024, will be for all principal and all accrued interest not yet paid.**

**Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.**

Section 4. Prepayment Provisions. This note provides interim financing in advance of full repayment by the Safe Drinking Water Loan Program (SDWLP). Prepayment of Note is allowed at any time.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Means of Repayment. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit, and resources of the Issuer are hereby irrevocably pledged. The Issuer fully intends to apply for SDWLP funds through the Wisconsin Department of Natural Resources (WDNR), which fully reimburses eligible project expenses related to the Borrowing Purpose upon entering into a Loan Agreement with WDNR. Should WDNR Loan funds not be available to repay Note, the Issuer fully intends to refinance the Note's entire principal and interest into a multi-year Loan, for repayment from Water Utility Revenue and Reserves. Should Water Utility Revenue and Reserves not be adequate for Loan payments, Issuer fully intends to apply to the Public Service Commission of Wisconsin (PSCW) for an increase in Water Rates. Should Water Utility Revenue remain inadequate for Loan payments, a direct Tax Levy shall be issued.

Section 7. Debt Service Fund Account. Because the anticipated means of payment of principal and interest due is a one-time disbursement after Loan Closing of the SDWLP Loan, no Debt Service Fund Account is required, unless and until the anticipated means of payment of said principal and interest changes. If and when the anticipated means of payment changes, there shall then be established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$890,000.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by utility revenue or by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the

Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

**Section 8. Segregated Borrowed Money Fund.** The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and interest on the Note.

**Section 9. Arbitrage Covenant.** The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

**Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status.** The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of the proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expect to not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of Closing.

**Section 11. Execution of the Note.** The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the President and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding of the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

**Section 12. Payment of the Note.** The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

**Section 13. Registration and Transfer of Note.** The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

**Section 14. Conflicting Resolutions; Severability; Effective Date.** All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 15. Financial Reports. Officials of the issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

**PREPAYMENT PENALTY.** Prepayment of this loan is allowed at any time during the term of this loan without prepayment penalty/fee.

**\*WHERE AS.** WHEREAS, the Village Of Merrimac, Sauk County, Wisconsin ("Village") received elector authority pursuant to a properly noticed Village Board Meeting, Wisconsin Statutes Section 61.32 and Resolution No. 2021-02-12 for Well No. 2 Test and Production Well, Interim Financing in Advance of Safe Drinking Water Loan Program Loan Closing, a Draw Down Line of Credit for the amount of \$890,000.00 for Village public purposes;

WHEREAS, pursuant to the provisions of Wisconsin Statutes Section 67.04, the Village Board of the Village of Merrimac can borrow money to finance any project undertaken for a "public purpose" including construction, renovation, or improvement of land, buildings, or facilities;

WHEREAS, pursuant to the provisions of Wisconsin Statutes Section 67.12(12), the Village Board at any properly noticed Village Board meeting can decide to borrow money via promissory note by adoption of a resolution specifying the purposes and maximum amount of the loan; WHEREAS, the Village can have a total indebtedness of no larger than five percent (5%) of the equalized value of the taxable property in the Village; WHEREAS, the equalized value of the taxable property in the Village is \$95,961,700.00, as certified by the Village Clerk, and five percent (5%) of the equalized value equals \$4,798,085.00

WHEREAS, the Village current debt is \$1,453,988.28 and the maximum amount to be borrowed of \$890,000.00 is less than five percent (5%) of the equalized value;

WHEREAS, pursuant to the provisions of Wisconsin Statutes Section 67.12(c) (Borrowing in Anticipation of Revenues), on October 31, 2021, the Village submitted an Intent to Apply to WDNR's SDWLP to receive State Revolving Fund Loans for repayment of the Note. On June 30, 2022, the Village will submit the Application for the SDWLP.

WHEREAS, the Village Board deems it necessary and in the best interest of the Village to borrow a maximum of \$890,000.00 for the public purposes set forth herein, and to apply for interim financing reimbursement from the WDNR's SDWLP.

WHEREAS, if SDWLP funds do not become available, the Village Board deems it necessary to request a Water Rate Increase from PSCW or to request a levy, a direct annual tax, sufficient to pay for the repayment of the interest as it falls due and to pay and discharge the principal at maturity.

Adopted and recorded this 14<sup>th</sup> day of December, 2021.

By:   
Philip E Budde, President

Date: 12/14/2021

ATTEST:  
By:   
Brian Mooney, Administrator/Clerk/Treasurer

Date: 12/14/2021

RESOLUTION 2021-03-12

RESOLUTION REGARDING USE OF PROPERTY TAX BANK ACCOUNT

WHEREAS, the Trustees of the Village of Merrimac, Sauk County, Wisconsin, are committed to accurately tracking property tax payments received in December, January and February of each year; and

WHEREAS, in the past, the Village has recorded all payments in the General Fund and utilized the General Fund checking account at the Bank of Prairie du Sac to receive and hold said deposits; and

WHEREAS, the Village contracted with Wipfli LLP for the audit of the 2020 financial records; and

WHEREAS, upon completion of the 2020 audit the Wipfli auditor recommended the Village of Merrimac utilize a separate fiduciary fund for recording collection and settlement of property tax payments as well as a separate bank account for the deposit of said payments; and

WHEREAS, the Bank of Prairie du Sac remote deposit is limited to depositing payments into the General Fund checking account, requiring the property tax payments to be transferred to the separate property tax account; and

WHEREAS, the Village Administrator will be responsible for the frequent transfer of these funds as payments are deposited;

NOW, THEREFORE, BE IT RESOLVED by the Village of Merrimac Board of Trustees, effective December 15, 2021, and continuing until such time as the Board of Trustees revokes said authority:

1. The Village Administrator retains the right to transfer all deposited Property Tax Payments from the Village Bank of Prairie du Sac General Fund Checking account to the newly created Village Property Tax Money Market Account.
2. The Village Administrator has the ongoing authority to transfer collected Property Tax Payment money back to the Village Checking account for payment of the January and February Tax Settlements.
3. The Village Administrator retains the right to transfer the Village Property Tax Money Market Account funds to issue refunds for overpayment of taxes, as needed.
4. The Village Administrator, upon completion of the annual February Tax Settlement, shall transfer all monies for the payment of Village of Merrimac real estate taxes, personal property taxes, MFL taxes, and special charges from the Village Property Tax Money Market Account to the General Fund Checking Account. This shall result in the minimum balance required to maintain the open account.

Adopted and recorded December 14, 2021

Approved December 14, 2021

APPROVED:



Philip Budde, President

ATTEST:



Brian Mooney, Administrator/Clerk/Treasurer