



## Office of the Town Clerk

Town of Brookfield | 645 N. Janacek Road, Brookfield, WI 53045

Office: 262-796-3788 | Clerk@TownofBrookfield.com

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7pm on Tuesday, July 16, 2024  
Immediately prior to the Town  
Board Meeting.

**MEETING AGENDA**  
**Community Development  
& Redevelopment Authority (CDA).**

Eric Gnant Room  
TOB Municipal Building  
645 N. Janacek Rd., Brookfield, WI

**Item #**    **Topic**

1. Call to Order.  
Membership (7): Supervisor Ryan Stanelle (CDA Chair), Supervisor Steve Kohlmann and resident members Richard Diercksmeier, Thomas Koplín, Don Mueller, William Neville, and Dan Zuperku.
2. Meeting Notices.
3. Adoption of the Agenda.
4. Meeting Minutes: **May 7, 2024 Meeting of the CDA.**
5. Citizen Comments. *Three minute limit.*
6. Administrator: **Consideration of Direct Trade Addendum to Revenue Bonds, Series 2015A Dated December 3, 2015 Fiscal Agency and Trust Agreement.**
7. Communications and Announcements.
8. Adjourn.

Posted July 12, 2024

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Deanna Alexander, MPA  
Town Clerk, Town of Brookfield



## Office of the Town Clerk

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Office: 262-796-3788 | Clerk@TownofBrookfield.com

7pm on Tuesday, May 7, 2024  
Immediately prior to the Town  
Board Meeting.

**MEETING MINUTES**  
**Community Development**  
**& Redevelopment Authority (CDA).**

Eric Gnant Room  
TOB Municipal Building  
645 N. Janacek Rd., Brookfield, WI

**Item #**   **Topic**

1. Call to Order.  
Present: Chair Ryan Stanelle, Richard Diercksmeier, Thomas Koplin, William Neville, and Dan Zuperku.  
Absent: Steve Kohlmann and Don Mueller. A quorum was met (5-2) and the meeting was called to order at 7:02pm.
2. Meeting Notices: The Clerk confirmed the meeting was publicly noticed on May 3, 2024.
3. Adoption of the Agenda.  
Motion by Koplin to approve the agenda, seconded by Diercksmeier.  
Motion prevailed by a voice vote (5-0).
4. Meeting Minutes: **February 6, 2024 Meeting of the CDA.**  
Motion by Koplin to approve the meeting minutes, seconded by Neville.  
Motion prevailed by a voice vote (5-0).
5. Citizen Comments. No members of the public requested to speak.
6. Treasury: **Review of vouchers and checks, including increment payments.**  
Motion by Koplin to approve the vouchers and check payments 1 and 2 for increments, seconded by Neville.  
Motion prevailed by a voice vote (5-0).
7. Communications and Announcements.  
Stanelle asked Administrator Hagie about anticipated future meetings, who responded that a meeting in June 2024 is likely along with an August 2024 meeting for increment payment approval. Stanelle requested that there be a quarterly update presented in August at the same meeting the request for the increment approval is presented.
8. Adjourn.  
Motion by Koplin to adjourn at 7:11pm, seconded by Diercksmeier.  
Motion prevailed by a voice vote (5-0).

Submitted July 12, 2024

*Deanna Alexander*

Deanna Alexander, MPA. Town Clerk, Town of Brookfield

Client/Owner Name: Brookfield CDA (“you” or “your”)

Account Number: 84-F333-02-9 (“Account”)

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You have entered into the following account agreement with Associated Trust Company, N.A. (“ATC”): Fiscal Agreement (“Agreement”). Under the terms of your Agreement, you have sole and exclusive responsibility for and control over the investment of assets in your Account. **ATC is not a broker.** ATC recommends and prefers that you work with a broker of your choice to transact all purchases and sales of securities. You have requested, however, that ATC process transactions (trade executions) in your Account and on your behalf in accordance with instructions given by you. By signing below, you acknowledge and agree that the following terms and conditions apply to each transaction processed by ATC upon receipt of a valid written instruction from you:

1. Written Instruction Required. ATC will only act if a specific instruction is given to your Trust Administrator and his or her Assistant in writing and in a format acceptable to ATC. ATC does not accept oral instructions given over the telephone or left in a voice mail message. ATC will not act on oral instructions or on written instructions provided to anyone other than your Trust Administrator and his or her Assistant.

2. Timing Not Guaranteed. ATC will use its best efforts to complete the transaction within a reasonable time after receipt of a valid written instruction from you. ATC makes no promises or predictions as to the timing of any transaction and does not guarantee the timing of any transaction. Transactions involving securities containing restrictions will not be completed on the same day the instruction is given. Instructions provided outside of regular NYSE market hours will be held and trades will be entered to the security’s primary market during market hours on the next trading day. Certain transactions may be blocked or subject to pre-review by ATC which may delay execution of a trade.

3. Best Execution. In order to carry out your instruction(s) and arrange for purchase and sale of the securities in your Account, you authorize ATC to employ or deal with members of securities or commodities exchanges, brokers, or dealers (collectively “broker-dealers”) as may be necessary. ATC will use its best efforts to employ or deal with broker-dealers who charge reasonable expense and obtain the best execution (prompt and reliable execution at the most favorable security price obtainable) of the transaction(s). To the extent permitted by law, ATC does not guarantee price or best execution. ATC has no responsibility of liability for any cost or loss incurred by reason of any act or omission of any broker-dealer that may be selected by ATC to execute transactions as instructed by you.

4. Instructions Must Be Lawful. All instructions you give shall be subject to the applicable rules, customs and usages of the exchange or market, and its clearinghouse, on which such orders are transacted by ATC or any of its affiliates, representatives, directors, officers, or employees, or any broker-dealers used by ATC (collectively, the “ATC Parties”), including cancellation of transactions in certain circumstances. ATC reserves the right to refuse to act on any instruction that ATC believes would violate applicable law.

5. Funds Must Be Available. ATC will not act on any instruction if funds are not available in your Account on the trade date. ATC has no responsibility or liability for refusing to act if funds are not available.

6. Use of Trading Platform. ATC does not warrant that service on the trading platform will be uninterrupted. To the extent permitted by law, under no circumstances, including negligence, shall ATC, the ATC Parties, nor any third-party vendor, have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the trading platform or resulting from the act or omission of any other party involved in making the trading platform available, or from any other cause relating to access to or use of the trading platform, whether or not the circumstances giving rise to such cause may have been within the control of ATC, the ATC Parties, or of any vendor providing software or services support for the trading platform.

7. No Advice. Neither ATC nor any of the ATC Parties will provide any tax, legal, or investment advice related to the Account, nor give any advice or offer any opinion regarding the suitability of any security, order, transaction, or execution in your Account. No ATC opinion or any recommendation of any security provided to clients at large constitutes a recommendation to you or to any specific client to purchase or sell any investment. Any investments you instruct ATC to transact, whether based on information obtained from ATC or otherwise, are solely your own decisions and based on your own evaluation of your personal investment risk profile and your investment objectives. Any listing of mutual funds or other securities that may be available through ATC shall not constitute or be construed as investment advice.

8. No Ongoing Obligation. You retain the sole responsibility and risk for your instruction(s) and investment decisions, and you solely are responsible for knowing the rights and terms of all securities in your Account, specifically including valuable rights that expire unless the holder takes action. This includes, but is not limited to warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. ATC has no obligation to notify you of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on your behalf without specific written instruction from you.

9. Liability and Indemnification. You assume all risks with respect to the purchase, sale or liquidation of securities in your Account. Neither ATC nor the ATC Parties have any responsibility or liability for any loss or depreciation (including without limitation any decrease in value of assets held in the Account due to market activity) resulting from any action or inaction of ATC or the ATC Parties pursuant to an instruction from you. You indemnify and hold harmless ATC and the ATC Parties from and against any loss, damage, liability, or expense (including reasonable attorneys' fees) relating to your instruction(s) or the Account, provided such loss is not the result of ATC's or the ATC Parties' willful misconduct. In no event will ATC or the ATC Parties be liable to you for any special, indirect, consequential or incidental damages even if ATC or the ATC Parties have been advised of the possibility thereof. Any liability arising out of any willful misconduct by ATC or the ATC Parties shall be limited to an amount equal to the benefit that would have resulted from the transaction during the period between the date of a trade and the applicable time for settlement of such trade.

10. Fees. Any expenses or fees incurred as a result of instruction(s) given by you, such as those charged by a broker-dealer to execute a trade, are yours and will be charged to you or to your Account. ATC reserves the right to charge additional fees and to amend, modify or supplement your fee arrangement as a result of processing transaction(s) on your behalf.

11. Amendments to Terms and Conditions. ATC reserves the right to amend, modify or supplement these Terms and Conditions upon notice and delivered by regular mail, by e-mail or otherwise.

12. Agreement In Effect. These Terms and Conditions are incorporated into your Agreement with ATC. Your Agreement remains in full force and effect.

13. Electronic Signature and Electronic Storage. A copy of your signature or your signature transmitted electronically (by facsimile, email, or by using a web-based e-signature platform such as OneSpan or DocuSign) shall be effective to bind you to the same extent and effect as your original signature. You consent to the use of electronic signature platforms and to electronic transmission and storage.

**BY SIGNING BELOW, YOU CERTIFY TO ATC THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THESE TERMS AND CONDITIONS WITH LEGAL COUNSEL OF YOUR CHOOSING, YOU HAVE NOT RECEIVED LEGAL ADVICE FROM ANYONE AT ATC OR ANY OF THE ATC PARTIES, YOU ARE SIGNING VOLUNTARILY, AND YOU HAVE READ, UNDERSTAND AND INTEND TO BE BOUND BY THESE TERMS AND CONDITIONS.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tom Hagie

## FISCAL AGENCY AND TRUST AGREEMENT

THIS AGREEMENT, made as of the 3rd day of December, 2015, between the Community Development and Redevelopment Authority of the Town of Brookfield, Wisconsin (the "Authority"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Bank" or "Fiscal Agent").

### WITNESSETH:

WHEREAS, the Authority has duly authorized the issuance of its \$34,710,000 Community Development Revenue Bonds, Series 2015A, dated December 3, 2015 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Authority on November 17, 2015 (the "Resolution"); and

WHEREAS, the Authority is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2) Wis. Stats. the Authority has authorized the appointment of the Bank as fiscal agent of the Authority for holding and investing the Debt Service Fund and the Reserve Account provided for under the Resolution and as agent for the Authority for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2) Wis. Stats.

NOW, THEREFORE, the Authority and the Bank hereby agree as follows:

### I. APPOINTMENT

The Bank is hereby appointed fiscal agent and trustee for the Authority with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2) Wis. Stats. as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Authority.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall be responsible for investment of the funds held in the Debt Service Fund and the Reserve Account as provided in Section XII hereof. The Fiscal Agent shall maintain records that allow the proper allocation of the investments in such funds and accounts to the proceeds of the Obligations for purposes of complying with any applicable yield restriction or calculating any rebate amounts due, and may establish subaccounts within such funds and accounts for that purpose.

### III. PAYMENTS

On or before each interest payment date (commencing with the interest payment date of June 1, 2016 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Authority shall pay or cause to be paid to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference. Such payments shall be made through the deposits to be made by the Town of Brookfield (the "Town") as described in Section XII(b) of this Agreement.

### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Authority a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Authority a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

### VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

The Obligations maturing on June 1, 2026 and thereafter are subject to redemption prior to maturity at the option of the Authority in whole or from time to time in part on June 1, 2025 and on any date thereafter at the price of par plus accrued interest to the date of redemption.

The Obligations are subject to redemption prior to maturity, in whole or in part, at the option of the Authority, on any day, at a redemption price equal to 103% of the principal amount

redeemed plus accrued interest to the date of redemption, in the event that an Extraordinary Event (as defined in the Resolution) occurs.

(b) Official Notice of Redemption. In the event the Authority exercises its option to redeem any of the Obligations, the Authority shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Authority to the Municipal Securities Rulemaking Board, and The Depository Trust Company of New York, New York, but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Authority and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

### VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Authority, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Authority. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

### IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Authority shall cooperate in any such transfer, and the appropriate officers of the Authority shall execute any new Obligation or Obligations necessary to effect any such transfer.

### X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

### XI. STATEMENTS

The Fiscal Agent shall furnish the Authority with an accounting of interest and funds upon reasonable request.

### XII. DEBT SERVICE FUND AND RESERVE ACCOUNT

The Debt Service Fund established by the Authority with respect to the Obligations, and the Reserve Account established within the Debt Service Fund with respect to the Obligations, shall be held by the Bank, as trustee.

(a) Reserve Account. The Reserve Account shall be held as a separate account in the Debt Service Fund by the Bank, as trustee, and invested by the Bank at the direction of the Authority in bonds or securities issued or guaranteed as to principal and interest by the federal government or by a commission, board or other instrumentality of the federal government, and



funded and used in accordance with Section 5 of the Resolution. No investments made with monies on deposit in the Reserve Account shall mature later than the next interest payment date on the Obligations. If at any time the amount on deposit in the Reserve Account exceeds the Reserve Requirement (as defined in the Resolution) the excess shall be transferred to the Debt Service Fund to be used for the purposes thereof. If at any time the amount on deposit in the Reserve Account does not equal the Reserve Requirement (as defined in the Resolution) the Fiscal Agent shall within 5 days of the occurrence of the deficiency provide written notice of the occurrence and amount of the deficiency to the Authority.

(b) Debt Service Fund. (i) On the date of issuance of the Bonds, the Capitalized Interest shall be deposited in the Debt Service Fund as provided in Section 11 of the Resolution.

(ii) On or before each regularly-scheduled principal or interest payment date on the Obligations, the Town is obligated, pursuant to the Cooperation Agreement, dated December 3, 2015 between the Authority and the Town (the "Cooperation Agreement"), to deposit into the Debt Service Fund an amount equal to the regularly-scheduled principal and interest payable on the Obligations on that date. The amount of any such payment shall be reduced by the amount of investment earnings, and other monies on deposit in the Debt Service Fund (excluding monies on deposit in the Reserve Account). The payment of principal and interest on the Obligations is payable solely from revenues received by the Authority pursuant to the Cooperation Agreement and nothing in this Agreement shall be considered as pledging any other funds or assets of the Authority. The Debt Service Fund shall be held by the Bank, as trustee, and invested by the Bank at the direction of the Authority in bonds or securities issued or guaranteed as to principal and interest by the federal government or by a commission, board or other instrumentality of the federal government, and used to pay principal of and redemption premium and interest on the Obligations in accordance with the terms of the Resolution and as provided in Sections VI and VII above. No investments made with monies on deposit in the Debt Service Fund shall mature later than the date the monies are needed to pay principal and/or interest on the Obligations.

### XIII. FEES

The Authority agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule C hereto.

### XIV. ASSIGNMENT OF RIGHTS UNDER COOPERATION AGREEMENT

In consideration of the premises and the acceptance by the Bank of the trusts created in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment of principal of and interest on the Obligations, the Authority does hereby pledge, assign, grant a security interest in and confirm unto the Bank, as fiscal agent, all and singular the properties, revenues and rights hereinafter described, whether now owned or hereafter acquired, and the proceeds thereof, to wit:

1. All right, title and interest of the Authority in, to and under the Cooperation Agreement and the contributions from the Town thereunder; and
2. All right, title and interest of the Authority in and to the Debt Service Fund and Reserve Account and the cash, securities and investments which they comprise;

in trust, for the equal and ratable benefit and security of the owners of the Obligations without preference, priority or distinction as to lien or otherwise of any particular Obligation over any other Obligation.

The Authority covenants and agrees that except as provided herein and in the Cooperation Agreement it will not sell, assign, pledge, transfer, encumber or otherwise dispose of the revenues and payments to be received under the Cooperation Agreement. The Authority agrees that the Bank, as fiscal agent, in its own name may enforce all rights of the Authority and all obligations of the Town under and pursuant to the Cooperation Agreement for and on behalf of the owners of the Obligations whether or not the Authority is in default hereunder, but the Bank shall not thereby be deemed to have assumed the obligations of the Authority under the Cooperation Agreement and shall have no obligations thereunder except as expressly provided herein or therein. The Authority hereby agrees to cooperate fully with the Bank in any proceedings or to join in or commence in its own name any proceedings necessary to enforce the rights of the Authority and all obligations of the Town under and pursuant to the Cooperation Agreement if the Bank shall so request.

#### XV. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Authority or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) The Fiscal Agent may at any time resign by giving not less than 60 days written notice to Authority. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Authority at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Authority and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Authority, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Authority shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Authority.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2) Wis. Stats., as amended.

(c) Termination. This Agreement shall terminate five years after (i) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (ii) the Authority's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Authority after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Authority's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

COMMUNITY DEVELOPMENT AND  
REDEVELOPMENT AUTHORITY OF  
THE TOWN OF BROOKFIELD,  
WAUKESHA COUNTY, WISCONSIN

By Patrick Stroebel  
Patrick Stroebel  
Chairperson

Richard Diercksmeier  
Richard Diercksmeier  
Secretary

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION, GREEN  
BAY, WISCONSIN  
Fiscal Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest \_\_\_\_\_  
Title \_\_\_\_\_

(SEAL)

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

COMMUNITY DEVELOPMENT AND  
REDEVELOPMENT AUTHORITY OF  
THE TOWN OF BROOKFIELD,  
WAUKESHA COUNTY, WISCONSIN

By \_\_\_\_\_  
Patrick Stroebel  
Chairperson

\_\_\_\_\_  
Richard Diercksmeier  
Secretary

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION, GREEN  
BAY, WISCONSIN  
Fiscal Agent

By Meg Hill  
Title Vice President

(SEAL)

Attest [Signature]  
Title Assistant Vice President

SCHEDULE A

Debt Service Schedule  
\$34,710,000 Community Development Revenue Bonds, Series 2015A  
of the Community Development and Redevelopment Authority of  
the Town of Brookfield, Wisconsin  
dated December 3, 2015

(SEE ATTACHED)

# Town of Brookfield, WI

\$34,710,000 Community Development Authority Lease Revenue Bonds, Series 2015A  
TID 1

Dated December 3, 2015 Negotiated with Baird

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/03/2015	-	-	-	-	-
06/01/2016	-	-	492,721.31	492,721.31	-
12/01/2016	-	-	498,257.50	498,257.50	990,978.81
06/01/2017	-	-	498,257.50	498,257.50	-
12/01/2017	-	-	498,257.50	498,257.50	996,515.00
06/01/2018	1,140,000.00	1.150%	498,257.50	1,638,257.50	-
12/01/2018	-	-	491,702.50	491,702.50	2,129,960.00
06/01/2019	1,380,000.00	1.350%	491,702.50	1,871,702.50	-
12/01/2019	-	-	482,387.50	482,387.50	2,354,090.00
06/01/2020	1,375,000.00	1.600%	482,387.50	1,857,387.50	-
12/01/2020	-	-	471,387.50	471,387.50	2,328,775.00
06/01/2021	1,375,000.00	1.850%	471,387.50	1,846,387.50	-
12/01/2021	-	-	458,668.75	458,668.75	2,305,056.25
06/01/2022	1,415,000.00	2.100%	458,668.75	1,873,668.75	-
12/01/2022	-	-	443,811.25	443,811.25	2,317,480.00
06/01/2023	1,460,000.00	2.300%	443,811.25	1,903,811.25	-
12/01/2023	-	-	427,021.25	427,021.25	2,330,832.50
06/01/2024	1,625,000.00	2.450%	427,021.25	2,052,021.25	-
12/01/2024	-	-	407,115.00	407,115.00	2,459,136.25
06/01/2025	1,680,000.00	2.600%	407,115.00	2,087,115.00	-
12/01/2025	-	-	385,275.00	385,275.00	2,472,390.00
06/01/2026	1,745,000.00	2.750%	385,275.00	2,130,275.00	-
12/01/2026	-	-	361,281.25	361,281.25	2,491,556.25
06/01/2027	1,810,000.00	2.900%	361,281.25	2,171,281.25	-
12/01/2027	-	-	335,036.25	335,036.25	2,506,317.50
06/01/2028	1,880,000.00	3.000%	335,036.25	2,215,036.25	-
12/01/2028	-	-	306,836.25	306,836.25	2,521,872.50
06/01/2029	1,955,000.00	3.150%	306,836.25	2,261,836.25	-
12/01/2029	-	-	276,045.00	276,045.00	2,537,881.25
06/01/2030	2,035,000.00	3.250%	276,045.00	2,311,045.00	-
12/01/2030	-	-	242,976.25	242,976.25	2,554,021.25
06/01/2031	2,120,000.00	3.350%	242,976.25	2,362,976.25	-
12/01/2031	-	-	207,466.25	207,466.25	2,570,442.50
06/01/2032	2,205,000.00	3.450%	207,466.25	2,412,466.25	-
12/01/2032	-	-	169,430.00	169,430.00	2,581,896.25
06/01/2033	2,300,000.00	3.500%	169,430.00	2,469,430.00	-
12/01/2033	-	-	129,180.00	129,180.00	2,598,610.00
06/01/2034	2,400,000.00	3.550%	129,180.00	2,529,180.00	-
12/01/2034	-	-	86,580.00	86,580.00	2,615,760.00
06/01/2035	4,810,000.00	3.600%	86,580.00	4,896,580.00	-
12/01/2035	-	-	-	-	4,896,580.00
<b>Total</b>	<b>\$34,710,000.00</b>	-	<b>\$13,850,151.31</b>	<b>\$48,560,151.31</b>	-

## Yield Statistics

Bond Year Dollars	\$437,382.17
Average Life	12.601 Years
Average Coupon	3.1666017%
Net Interest Cost (NIC)	3.2737357%
True Interest Cost (TIC)	3.2665440%
Bond Yield for Arbitrage Purposes	3.1323904%
All Inclusive Cost (AIC)	3.3284024%

## IRS Form 8038

Net Interest Cost	3.1666017%
Weighted Average Maturity	12.601 Years

15A \$34710 CDA Bonds FINA | TID 1 | 11/17/2015 | 1:59 PM



SCHEDULE B  
(SEE ATTACHED)



**SCHEDULE B**

**\$34,710,000 Community Development and Redevelopment  
Authority of the Town of Brookfield  
Community Development Revenue Bonds, Series 2015A  
Dated 12/03/2015**

**Redevelopment Fees**

<b>Acceptance</b>	<b>\$500</b>
<b>Annual</b>	<b>\$500</b>

**OUT OF POCKET EXPENSES:**

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.

**CONTACTS**

**Corporate Administration:**

<b>Dan Olson</b>	<b>(414) 278-1988</b> <b>(414) 278-1839 (fax)</b> <a href="mailto:daniel.olson@associatedbank.com">daniel.olson@associatedbank.com</a>
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**Corporate Operations:**

<b>Eric Wied</b>	<b>(920) 327-5639</b>
<b>Mary Jo Jetton</b>	<b>(920) 327-5638</b> <b>(920) 327-5672 (fax)</b> <a href="mailto:eric.wied@associatedbank.com">eric.wied@associatedbank.com</a> <a href="mailto:maryjo.jetton@associatedbank.com">maryjo.jetton@associatedbank.com</a>

FISCAL AGENT CERTIFICATE

The undersigned, Associated Trust Company, National Association (the "Fiscal Agent"), does hereby certify that:

- 1. It is and it does hereby accept the duties as the Fiscal Agent under the Fiscal Agency and Trust Agreement dated as of the 3rd day of December, 2015, between the Community Development and Redevelopment Authority of the Town of Brookfield, Waukesha County, Wisconsin (the "Authority") and the Fiscal Agent, with respect to the \$34,710,000 Community Development Revenue Bonds, Series 2015A, dated December 3, 2015, of the Authority (the "Obligations").
- 2. It is qualified under the laws of the State of Wisconsin and the United States of America and has the power and authority to enter into and perform its obligations under the aforesaid Fiscal Agency and Trust Agreement.
- 3. The Fiscal Agency and Trust Agreement was executed on behalf of the Fiscal Agent by the persons named below, and each of those persons was at the time of the execution of the Fiscal Agency and Trust Agreement and now is the duly-elected, qualified and acting incumbent of his or her office, and the signature appearing after his or her name is a true and correct specimen of his or her genuine signature:

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
<u>Maq M. Kolb</u>	<u>Vice President</u>	
<u>Heather Weller</u>	<u>Assistant Vice President</u>	

4. The undersigned has been duly authorized by the Fiscal Agent to execute and deliver this Certificate and the persons named in Section 3 above have been duly authorized by the Fiscal Agent to execute and deliver the Fiscal Agency and Trust Agreement and to do such other acts as are necessary to effectuate the completion of the Fiscal Agency and Trust Agreement. A true and correct copy of documentation evidencing the authority to act is attached hereto as Exhibit A and incorporated herein by this reference and is in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, Associated Trust Company, National Association, as Fiscal Agent, has caused this Certificate to be executed the 3rd day of December, 2015.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION  
Fiscal Agent

(SEAL)

By:  Daniel J. Wotruba  
Its: Senior Vice President