

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
OCTOBER 3, 2023

The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.

1) CALL TO ORDER.

Chairman Keith Henderson called the meeting to order at 7:14 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, and Ryan Stanelle; Sanitary District No. 4 Superintendent Tony Skof, Town Attorney Michael Van Kleunen and Administrator/Interim Clerk Tom Hagie. Supervisor John Schatzman was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Kohlmann to approve.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of September 19, 2023 Town Board meeting as presented.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

5) CITIZEN COMMENTS.

Cheryl Hartung at 21505 Greendale Drive commented on an issue with a neighbor's fence and general condition of the yard and requested Town staff look into and address the matter.

6) OLD BUSINESS.

- a. Discussion and possible action regarding an appeal of denial by Jack Cleland for a Beverage Operator (Bartender) License.
Motion by Supervisor Kohlmann.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

7) NEW BUSINESS.

- a. Discussion and possible action regarding a garage door replacement at the Sanitary District No. 4 garage.
Motion by Supervisor Stanelle to approve the quote from Hartland Overhead Door in an amount not to exceed of \$15,320.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

8) DEPARTMENTS, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS.

- a. Plan Commission
i. Recommendation to schedule a Public Hearing for a zoning code text amendment to Section 17.02(14)(g)11 related to fences.
Motion by Supervisor Charlier to set a date for a public hearing on Tuesday, October 24, 2023 and in addition to the public notice, the Town Planner is to send the notice to all individuals who attended or commented at prior meetings related to this topic.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.

- ii. Recommendation to set Public Hearing date to consider a Conditional Use Permit amendment to Northbrook Apartment Building to increase the number of proposed dwelling units by 3 units, located at 700 North Barker Road (BKFT1122993005).

Motion by Supervisor Charlier to set a date for a public hearing on Tuesday, October 24, 2023 to increase the units count at 700 North Barker Road (Building 8) from 32 units to 35 units.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

- iii. Recommendation to approve a Conditional Use Permit request by Aaron Tesch for an Adult Day Care in the B-2 Limited General Business District, located at 20875 Crossroads Circle (BKFT112999004).

Motion by Supervisor Stanelle to approve the Conditional Use Permit with the following conditions:

1. The property owner enter into a new non-annexation agreement in a manner acceptable by the Town Attorney.
2. The Conditional Use Permit shall be subject to a compliance review after three years.
3. The applicant comply with all applicable State and County codes and requirements.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

- 9) ADJOURN INTO **CLOSED SESSION**, ACCORDING TO WIS. STAT. § 19.85(1)(A) DELIBERATING CONCERNING A CASE WHICH WAS THE SUBJECT OF ANY JUDICIAL OR QUASI-JUDICIAL TRIAL OR HEARING BEFORE THAT GOVERNMENTAL BODY AND WIS. STAT. § 19.85(1)(G) CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED – PRIME CIGAR LIQUOR LICENSE.

Motion by Supervisor Kohlmann to adjourn into closed session at 7:42 p.m.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

- 10) RECONVENE INTO **OPEN SESSION**, ACCORDING TO WIS. STAT. §19.85(2), FOR ANY NECESSARY ACTION RESULTING FROM THE CLOSED SESSION.

Motion by Supervisor Kohlmann to adjourn into open session at 8:10 p.m.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

No action taken as a result of the closed session.

- 11) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Kohlmann to approve vouchers dated 9/20/2023-10/3/2023 in the amount of \$164,130.87.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

- 12) COMMUNICATION AND ANNOUNCEMENTS.

Chairman Henderson and Supervisor Kohlmann noted they had attend Brooktober Fest over the weekend.

- 13) ADJOURN.

Motion by Supervisor Kohlmann to adjourn at 8:04 p.m.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

TOWN OF BROOKFIELD
BOARD OF REVIEW MINUTES
OCTOBER 3, 2023

The Board of Review was held in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.

1) CALL TO ORDER.

Chairman Keith Henderson Supervisor called the meeting to order at 7:00 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, and Ryan Stanelle; Member Robert Wiseman; Town Attorney Michael Van Kleunen and Administrator/Interim Clerk Tom Hagie. Supervisor John Schatzman was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Kohlmann to approve.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes if the 9/19/2023 Board of Review meeting.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

5) ASSESSOR'S REPORT ON THE VALUES IN THE TOWN OF BROOKFIELD.

Dwight Frame from Catalis provided an update on the values in the Town.

6) EXAMINATION, CORRECTION OF ERRORS AND CERTIFICATION OF CORRECTIONS IF WARRANTED AND ACCEPTANCE OF THE 2023 ASSESSMENT ROLL FOLLOWING A DETERMINATION THAT OPEN BOOK CHANGES ARE INCLUDED IN THE ASSESSMENT ROLL PRESENTED.

Dwight Frame from Catalis summarized the corrections made to the 2023 Assessment Roll.
Motion by Supervisor Kohlmann to approve the 2023 Assessment Roll.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

7) REVIEW OBJECTIONS FOR ACCEPTABILITY AND SCHEDULE, DENY OR WAIVE HEARINGS FOR WRITTEN OBJECTIONS RECEIVED. CONSIDER ASSESSOR'S REQUEST FOR SUBPOENA(S) AS NEEDED.

None.

8) ADJOURN TO ADDITIONAL HEARING DATE(S), IF NECESSARY OR IF NONE, ADJOURN.

Motion by Supervisor Stanelle to adjourn at 7:13 p.m.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

Respectfully submitted,
Tom Hagie
Town Administrator/Interim Clerk

2023 TAX COLLECTION AGREEMENT

This agreement between **Waukesha County**, (hereinafter referred to as "COUNTY"), and **Town of Brookfield** (hereinafter referred to as "MUNICIPALITY") for property tax collection is entered into on _____. Section 74.10 of Wisconsin Statutes permits the COUNTY and the MUNICIPALITY to enter into an agreement under Section 66.0301 of Wisconsin Statutes for the COUNTY to receive all payments for property taxes for which the MUNICIPALITY has billed under Section 74.09(5) of Wisconsin Statutes.

A. SCOPE OF SERVICES

By executing this agreement, the MUNICIPALITY agrees to:

1. Designate the COUNTY as its agent for collection of all real estate and personal property taxes, special assessments, special charges and special taxes levied by the MUNICIPALITY and its underlying taxing jurisdictions.
2. Certify received date on payment envelope and forward payments received by the MUNICIPALITY to the COUNTY without issuing any form of receipt.
3. Pay the COUNTY the specified per parcel costs in accordance with this agreement.

By executing this agreement, the COUNTY agrees to provide service for the first installment collection of property taxes to the MUNICIPALITY. Printing and mailing of tax bills shall be the responsibility of the MUNICIPALITY.

B. TAX INFORMATION

The COUNTY will only collect payments related to real estate and personal property taxes, special assessments, special charges and special taxes levied by the MUNICIPALITY as shown on its tax roll. Collections of any other taxes, assessments, fees or charges assessed by the MUNICIPALITY shall be the responsibility of the MUNICIPALITY.

1. The MUNICIPALITY shall furnish a document for inclusion with their tax bill mailing which instructs the taxpayers to not make payments directly to the MUNICIPALITY. Tax payments may be made by mail, drop box or in person to Waukesha County Treasurer's Office or through the COUNTY website at <http://tax.waukeshacounty.gov>.
2. The MUNICIPALITY is responsible for all costs of printing and mailing tax bills and enclosures.
3. The MUNICIPALITY shall have a return envelope included with the tax bill that is return addressed to the Waukesha County Treasurer's Office at 515 W Moreland Blvd, Room AC148, Waukesha, WI 53188.

4. If the MUNICIPALITY chooses to incorporate a lockbox bank (hereinafter referred to as "BANK"), all return envelopes included with their tax bills shall be addressed to the BANK.

C. COLLECTIONS

1. The COUNTY will process all payments of property taxes billed by the MUNICIPALITY that are mailed, forwarded to the COUNTY, electronically transferred or entered through the COUNTY website. All payments collected by the COUNTY will be deposited into the COUNTY's general checking account.
2. If the MUNICIPALITY chooses to use a BANK for payment collections, collections by the BANK will be deposited directly into the MUNICIPALITY'S account. The MUNICIPALITY shall be responsible for the BANK providing to the COUNTY, at least weekly, detail of all payments collected through the BANK in excel format that is compatible with the COUNTY'S tax collection system. The MUNICIPALITY shall be responsible for any fees or charges from the BANK for lockbox services.
3. All payments collected by the COUNTY will be processed and deposited regardless of amount. The MUNICIPALITY shall be responsible for refunding overpayments of property taxes. The COUNTY shall be responsible for providing a list of any overpayments to the MUNICIPALITY on a daily basis.
4. Any payments received directly by the MUNICIPALITY shall be forwarded to the COUNTY in a timely manner, along with either the postmarked envelope or other certification as to date received. The COUNTY will honor either the postmark or received date certified by the MUNICIPALITY when processing the payment.
5. Receipts will be issued by the COUNTY to taxpayers for all payments collected by the COUNTY and BANK. The COUNTY will be responsible for the cost of mailing receipts to the taxpayers.

D. TRANSFER OF FUNDS

The COUNTY will transfer funds to the MUNICIPALITY's general checking account by ACH credit every Tuesday and Friday during the collection period. If the banks are closed for business on the day that a transfer is to occur, the transfer will occur on the next business day. Amounts transferred on Tuesdays will represent collections deposited on Wednesday and Thursday of the prior week, while amounts transferred on Friday will represent collections deposited on the previous Friday, Monday and Tuesday. The minimum amount that will be transferred by the COUNTY is \$50,000 during the December 15th through February 5th period. Funds will be transferred at least once every two weeks even if the minimum transfer amount is not met. Any interest earned on funds deposited in the COUNTY'S account until such time as funds are transferred to the MUNICIPALITY, will accrue to the COUNTY.

E. SETTLEMENT

1. The MUNICIPALITY will, on or before January 15th and February 20th of each year, settle for all collections of taxes, special assessments, charges and taxes, in accordance with Chapter 74 of Wisconsin Statutes.
2. The MUNICIPALITY shall pay all taxing districts in accordance with information provided by the COUNTY on or before the statutorily provided dates.

F. CHARGE FOR SERVICES

The COUNTY will provide to the MUNICIPALITY the services outlined in this agreement at the rates outlined in Appendix A of this agreement.

G. TERMINATION OF CONTRACT

This contract will remain in force until terminated by either party. The MUNICIPALITY may terminate the agreement by providing notice in writing to the COUNTY by October 1st of the tax year. The COUNTY reserves the right to terminate the agreement, or change the per parcel collection fee in Appendix A, by giving notice to the MUNICIPALITY by May 1st of the tax year.

Dated: _____

Dated: _____

Town of Brookfield

Waukesha County

By: _____
(Mayor/President/Chairman)

By: _____
(Treasurer)

(Clerk)

(Clerk)

APPENDIX A

TAX COLLECTION RATES – 2023/2024 TAX COLLECTION CYCLE

MUNICIPALITY: Town of Brookfield

Please check applicable rate:

_____ Municipality does not use a bank lockbox for tax collection - \$2.30 per parcel billed

_____ Municipality uses its own bank lockbox for tax collection - \$1.60 per parcel billed

MUNICIPALITY shall pay the per parcel charge for tax collection, as billed by the COUNTY, on or before March 1, 2024.

The rates shown in this appendix shall apply through February 28, 2024.

Dated: _____

Dated: _____

Town of Brookfield

Waukesha County

By: _____
(Mayor/President/Chairman)

By: _____
(Treasurer)

(Clerk)

(Clerk)



P.O. BOX 329
 WHITEWATER, WI 53190
 262-473-4700 • Fax: 262-473-6775
 www.johnsdisposal.com
 email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

September 29, 2023

The Town of Brookfield
 Attn: Tom Hagie – Town Administrator
 645 N. Janacek Road
 Brookfield, WI 53045

Re: 2024 Rates

Dear Tom & Town Board,

We have had an excellent first eighteen months of collection in the Town with very few resident complaints. The curbside yard waste and bulk programs are very popular with high participation. As you know, we are also processing the Town’s recyclables during the extensive downtime of the Joint City of Milwaukee / Waukesha County MRF fire. There will continue to be no interruptions in service for your residents.

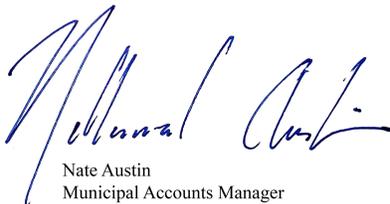
We are requesting a 3.6% cost-of-living increase for 2024 as outlined in the table below.

SERVICE	2023	2024	INCREASE	
WEEKLY UTD GARBAGE	\$12.45	\$12.90	\$0.45	
WEEKLY UTD RECYCLE	\$8.45	\$8.75	\$0.30	
MONTHLY BULK	\$1.00	\$1.04	\$0.04	
TOTAL	\$21.90	\$22.69	\$0.79	3.6%

SERVICE	2023	2024	INCREASE
CURBSIDE YARD WASTE COLLECTION (PER SCHEDULED COLLECTION)	\$1,500.00	\$1,554.00	\$54.00
YARD WASTE DROP-OFF (PER PULL)	\$235.00	\$243.50	\$8.50

Please do not hesitate to contact me directly at (262) 473-4700 ext. 224 if you have any questions or would like to schedule a meeting.

Sincerely,



Nate Austin
 Municipal Accounts Manager

Account Number	Account Title	2021-21 Prior year 2 Actual	2022-22 Prior year Actual	2023-23 Current year Actual	2023-23 Current year Budget	2024-24 Future year Budget	% Inc/Dec in Bud
UTILITY DISTRICT #01 FUND 421							
UTILITY REVENUE							
421-421100	UTILITY STORMWATER BILLING	597,891	675,122	527,812	683,902	684,800	0.1 %
421-425000	TRANSFER FROM SPECIAL AS	.00	.00	.00	.00		.00
Total UTILITY REVENUE:		597,891	675,122	527,812	683,902	684,800	0.1 %
INTERGOVERNMENTAL REVENUES							
421-435300	SW-GRANTS	.00	.00	.00	.00		.00
Total INTERGOVERNMENTAL REVENUES:		.00	.00	.00	.00	.00	.00
PUBLIC CHARGES OF SERVICES							
421-464100	YARD WASTE RECYCLING	23,030	14,964	29,176	6,000	13,545	125.8 %
421-464200	REFUSE	258,934	320,650	308,206	322,800	334,560	3.6 %
421-464300	RECYCLING	126,019	166,057	159,645	202,800	210,000	3.6 %
Total PUBLIC CHARGES OF SERVICES:		407,983	501,671	497,027	531,600	558,105	5.0 %
MISC REVENUE							
421-481100	INTEREST	4,033	.00	.00	1,000	1,000	.00
421-481150	INTEREST & PENALTY	3,144	4,631	8,150	4,000	4,000	.00
Total MISC REVENUE:		7,177	4,631	8,150	5,000	5,000	.00
OTHER FINANCING SOURCES							
421-490000	OTHER FINANCING SOURCES	.00	.00	.00	.00		.00
421-491100	TRANSFER FROM GENERAL C	.00	.00	.00	.00		.00
421-491110	TRANSFER FROM CAP IMPV FN	.00	.00	.00	.00		.00
421-491200	NOTES ISSUED	.00	.00	.00	.00		.00
421-493000	SWU FUND BALANCE APPLIED	.00	.00	.00	.00		.00
421-496010	STORM WATER CAPITAL CONT	.00	.00	.00	.00		.00
Total OTHER FINANCING SOURCES:		.00	.00	.00	.00	.00	.00
SWU GENERAL OFFICE EXPENSE							
421-514100-110	SWU ADMIN-ADMINISTRATOR*	9,177	10,273	7,634	9,845	10,042	2.0 %
421-514100-111	SWU ADMIN-CLERK*SALARY	4,667	3,018	.00	6,189	6,313	2.0 %
421-514100-120	SWU ADMIN-CLERICAL	4,622	4,849	3,795	5,128	5,231	2.0 %
421-514100-130	SWU ADMIN-FICA	1,346	1,307	828	1,619	1,651	2.0 %
421-514100-131	SWU ADMIN-RETIREMENT	1,264	1,179	781	1,376	1,489	8.2 %
421-514100-133	SWU ADMIN-INSURANCE	10,548	9,805	5,789	10,700	10,700	.00
421-514100-210	SWU ADMIN-VK AUDITING PRO	5,120	5,738	6,545	5,500	7,000	27.3 %
421-514100-311	SWU ADMIN-POSTAGE	.00	.00	.00	.00		.00
421-514100-340	SWU ADMIN-OPERATING/EDUC	.00	.00	2,200	.00		.00
421-514100-510	SWU ADMIN-GEN LIABILITY INS	8,855	8,332	7,222	9,000	9,000	.00
421-514100-518	SWU ADMIN-WORKERS COMP I	17,837	12,084	10,583	16,000	16,000	.00
421-514100-900	SWU ADMIN-CONTINGENT FUN	.00	.00	.00	.00		.00
SWU GENERAL OFFICE EXPENSE Revenue Total:		.00	.00	.00	.00		.00

Account Number	Account Title	2021-21 Prior year 2 Actual	2022-22 Prior year Actual	2023-23 Current year Actual	2023-23 Current year Budget	2024-24 Future year Budget	% Inc/Dec in Bud
SWU GENERAL OFFICE EXPENSE Expenditure Total:		63,435	56,584	45,376	65,357	67,426	3.2 %
Total SWU GENERAL OFFICE EXPENSE:		63,435	56,584	45,376	65,357	67,426	3.2 %
SWU PUBLIC SAFETY							
421-524000-111	SWU PLAN/BLDG-*SALARIES	7,788	.00	.00	.00		.00
421-524000-130	SWU PLAN/BLDG-FICA	566	.00	.00	.00		.00
421-524000-131	SWU PLAN/BLDG-RETIREMENT	507	.00	.00	.00		.00
421-524000-133	SWU PLAN/BLDG-INSURANCE	4,810	.00	.00	.00		.00
421-524000-210	SWU PLAN/BLDG-LEGAL PROF	126	.00	.00	.00		.00
421-524000-211	SWU PLAN/BLDG-ENGINEERIN	.00	.00	.00	.00		.00
421-524000-212	SWU PLAN/BLDG-POPLAR CRE	.00	.00	.00	.00		.00
421-524000-213	SWU PLAN/BLDG-UTILITY IMPL	.00	.00	.00	.00		.00
421-524000-214	SWU PLAN/BLDG-DNR 216 REQ	13,614	.00	1,209	5,000	5,000	.00
SWU PUBLIC SAFETY Revenue Total:		.00	.00	.00	.00		.00
SWU PUBLIC SAFETY Expenditure Total:		27,411	.00	1,209	5,000	5,000	.00
Total SWU PUBLIC SAFETY:		27,411	.00	1,209	5,000	5,000	.00
STORM WATER WORK							
421-531000-111	SWU DIRECTOR-*SALARY	67,637	69,774	35,061	74,060	65,547	-11.5 %
421-531000-130	SWU DIRECTOR-FICA	4,907	5,000	2,518	5,666	5,014	-11.5 %
421-531000-131	SWU DIRECTOR-RETIREMENT	4,627	4,536	2,397	4,814	4,523	-6.0 %
421-531000-133	SWU DIRECTOR-INSURANCE	16,290	16,309	2,074	17,000	43,624	156.6 %
421-531000-241	SWU DIRECTOR-RADIO EXPEN	.00	.00	.00	100	100	.00
421-531000-340	SWU DIRECTOR-OPERATING S	1,966	501	637	2,000	2,000	.00
421-531001-111	SWU SUPERVISOR- SALARY	.00	.00	.00	.00		.00
421-532400-122	SWU MACH&EQUIP-WAGES	26,459	26,866	20,348	26,449	27,985	5.8 %
421-532400-124	SWU MACH&EQUIP-PT WAGES	.00	.00	.00	.00		.00
421-532400-130	SWU MACH&EQUIP-FICA	1,945	1,963	1,497	2,023	2,141	5.8 %
421-532400-131	SWU MACH&EQUIP-RETIREME	1,807	1,745	1,385	1,719	1,931	12.3 %
421-532400-133	SWU MACH&EQUIP-INSURANC	11,890	10,077	6,515	12,000	14,458	20.5 %
421-532400-139	SWU MACH&EQUIP-CLOTHING	.00	582	790	600	800	33.3 %
421-532400-240	SWU MACH&EQUIP-MAINTENA	351	7,679	366	5,000	5,000	.00
421-532400-340	SWU MACH&EQUIP-OPERATIN	17,994	14,156	9,378	15,000	15,000	.00
421-532400-380	SWU MACH&EQUIP-VEHICLE M	1,231	1,281	.00	10,000	10,000	.00
421-532400-385	SWU MACH&EQUIP-VEHICLE F	10,634	15,271	9,953	12,000	12,000	.00
421-532700-122	SWU GARGE-WAGES	3,205	.00	.00	3,967		-100.0
421-532700-125	SWU GARAGE-PT WAGES	.00	.00	.00	.00		.00
421-532700-130	SWU GARAGE-FICA	244	.00	.00	303		-100.0
421-532700-131	SWU GARAGE-RETIREMENT	148	.00	.00	258		-100.0
421-532700-133	SWU GARAGE-INSURANCE	923	.00	.00	2,000		-100.0
421-532700-221	SWU GARAGE-ELECTRIC	4,000	4,113	3,450	4,500	6,000	33.3 %
421-532700-222	SWU GARAGE-WATER/SEWER/	936	1,024	706	1,000	1,000	.00
421-532700-224	SWU GARAGE-NATURAL GAS/H	2,680	4,210	2,325	3,900	5,000	28.2 %
421-532700-225	SWU GARAGE-TELEPHONE	996	725	523	1,000	1,000	.00
421-532700-240	SWU GARAGE-MAINTENANCE	76	416	.00	500	500	.00
421-532700-340	SWU GARAGE-OPERATING SU	545	926	572	2,000	2,000	.00
421-532700-350	SWU GARAGE-REPAIR AND MAI	369	1,648	146	2,000	2,000	.00

Account Number	Account Title	2021-21 Prior year 2 Actual	2022-22 Prior year Actual	2023-23 Current year Actual	2023-23 Current year Budget	2024-24 Future year Budget	% Inc/Dec in Bud
421-534400-122	SWU SW-WAGES	172,510	175,157	132,666	195,720	182,456	-6.8 %
421-534400-124	SWU SW-PT WAGES	.00	.00	.00	.00		.00
421-534400-129	SWU SW-OT WAGES	.00	.00	.00	1,893	1,935	2.2 %
421-534400-130	SWU SW-FICA	12,677	12,800	9,762	15,117	14,106	-6.7 %
421-534400-131	SWU SW-RETIREMENT	11,781	11,377	9,030	12,845	12,723	-0.9 %
421-534400-133	SWU SW-INSURANCE	77,481	65,571	42,322	85,000	81,970	-3.6 %
421-534400-139	SWU SW-CLOTHING ALLOWAN	387	565	.00	500	500	.00
421-534400-212	SWU SW-ENGINEERING	.00	.00	.00	.00		.00
421-534400-213	SWU SW-CONTRACTED PROF	21,386	12,032	21,525	10,000	15,000	50.0 %
421-534400-214	SWU SW-DNR 216 APP PROF S	1,000	1,000	1,000	1,000	1,000	.00
421-534400-215	SWU SW-DUMPING EXPENSE	5,625	4,081	2,907	8,000	8,000	.00
421-534400-330	SWU SW-TRAINING/TRAVEL	3,271	2,931	2,931	3,000	5,000	66.7 %
421-534400-340	SWU SW-STORM SEWER MATE	902	4,076	.00	6,000	6,000	.00
421-534400-341	SWU SW-SCOUR MATERIALS	.00	.00	.00	.00		.00
421-534400-342	SWU SW-CONCRETE INVERT M	.00	.00	.00	.00		.00
421-534400-343	SWU SW-CULVERTS & OPEN S	727	1,344	.00	2,500	5,000	100.0 %
421-534400-400	SWU SW-EQUIPMENT REPLAC	.00	.00	355	45,000	118,000	162.2 %
421-534400-804	SWU SW-CAPITAL 2004 PROJE	.00	.00	.00	.00		.00
421-534400-820	STORM SEWER PROJECTS 200	.00	.00	.00	.00		.00
421-534400-821	STORM WATER MAINT PROJEC	.00	.00	.00	.00		.00
421-534400-822	Bluemound ROAD INLET/BROOK	.00	.00	.00	.00		.00
421-534400-823	CULVERT REPLACEMENT	6,594	27,325	4,820	10,000	8,000	-20.0 %
421-534400-824	BROOKPARK POND	.00	.00	.00	.00		.00
421-534400-825	GRAY FOX DRIVE PROJECT	.00	.00	.00	.00		.00
421-534400-826	HEATHERVIEW DITCH	.00	.00	.00	.00		.00
421-534400-827	REPLACEMENT-PLASTIC STOR	.00	.00	.00	.00		.00
421-534400-828	DAVIDSON ROAD STORM SEW	.00	.00	.00	.00		.00
421-534400-999	LOSS ON DISPOSAL	.00	.00	.00	.00		.00
STORM WATER WORK Revenue Total:		.00	.00	.00	.00		.00
STORM WATER WORK Expenditure Total:		496,198	507,063	327,958	606,434	687,313	13.3 %
Total STORM WATER WORK:		496,198	507,063	327,958	606,434	687,313	13.3 %
OTHER							
421-573630-122	YARD WASTE-WAGES	.00	.00	.00	1,581	1,547	-2.2 %
421-573630-129	YARD WASTE-OT WAGES	4,789	4,922	3,208	5,302	5,417	2.2 %
421-573630-130	YARD WASTE-FICA	353	362	241	527	414	-21.4 %
421-573630-131	YARD WASTE-RETIREMENT	323	320	218	447	374	-16.4 %
421-573630-133	YARD WASTE-INSURANCE	1,218	1,282	430	1,500	1,500	.00
421-573630-210	YARD WASTE	22,651	16,695	8,026	6,000	13,545	125.8 %
421-573630-211	REFUSE	296,756	322,842	244,414	322,800	334,560	3.6 %
421-573630-212	RECYCLING	87,840	158,276	153,538	202,800	210,000	3.6 %
421-579000-300	TRANSFER TO DEBT SERVICE	.00	.00	.00	.00		.00
421-579000-350	DEBT PAYMENT	.00	.00	.00	.00		.00
421-579000-400	LT DEBT INTEREST EXPENSE	.00	.00	.00	.00		.00
421-579000-421	NOTE ISSUE/EXPENSE COSTS	.00	.00	.00	.00		.00
OTHER Revenue Total:		.00	.00	.00	.00		.00
OTHER Expenditure Total:		413,930	504,699	410,075	540,957	567,357	4.9 %

Account Number	Account Title	2021-21 Prior year 2 Actual	2022-22 Prior year Actual	2023-23 Current year Actual	2023-23 Current year Budget	2024-24 Future year Budget	% Inc/Dec in Bud
Total OTHER:		413,930	504,699	410,075	540,957	567,357	4.9 %
DEPRECIATION EXPENSE							
421-592000-415	Transfer out Cap Equip	83,658	.00	.00	.00		.00
421-593000-350	DEPRECIATION EXPENSE-BUIL	12,500	12,500	.00	12,500	12,500	.00
421-593000-550	DEPRECIATION EXPENSE-EQUI	26,531	35,955	.00	28,000	28,000	.00
421-593000-750	DEPRECIATION EXPENSE-INFR	65,794	65,794	.00	65,000	65,000	.00
421-595000-000	ASSETS PURCHASED FOR GO	.00	.00	.00	.00		.00
DEPRECIATION EXPENSE Revenue Total:		.00	.00	.00	.00		.00
DEPRECIATION EXPENSE Expenditure Total:		188,483	114,249	.00	105,500	105,500	.00
Total DEPRECIATION EXPENSE:		188,483	114,249	.00	105,500	105,500	.00
UTILITY DISTRICT #01 FUND 421 Revenue Total:		1,013,051	1,181,425	1,032,988	1,220,502	1,247,905	2.2 %
UTILITY DISTRICT #01 FUND 421 Expenditure Total:		1,189,457	1,182,595	784,619	1,323,247	1,432,596	8.3 %
Net Total UTILITY DISTRICT #01 FUND 421:		176,405-	1,171-	248,369	102,745-	184,691-	79.8 %

Report Criteria:

- Print FUND Titles
- Page and Total by FUND
- Print SOURCE Titles
- Total by SOURCE
- Print COST CATEGORY Titles
- Total by COST CATEGORY
- All Segments Tested for Total Breaks
- Account.Account Number = "421111110"- "421595000000"

Task Order No. 23-03
Town of Brookfield Sanitary District No. 4, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated May 22, 2023

Project Information

Project Name: Wells No. 3 and No. 4 Filter Rehabilitation.

Services Description: Design, Bidding-Related, and Construction-Related Services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Attend one site visit to gather facility information and observe the condition of the filter vessel interior. OWNER shall drain and open the filter for observations from the exterior of the vessel and shall sample the media and send to a laboratory for analysis. ENGINEER will provide the list of parameters for testing of the media to OWNER.
2. Contact the Wisconsin Department of Natural Resources (WDNR) and up to two landfills to discuss disposal of the existing media.
3. Discuss media replacement options to increase filter loading rate from existing conditions with filter manufacturer. Prepare a letter describing up to two potential media options and submit to OWNER for review.
4. Prepare an opinion of probable cost for possible replacement of the filter control valves and operators.
5. Prepare specifications and drawings for filter media replacement for the OWNER-selected media option and rehabilitation of the filtration vessel and system. Project will include the design of the following:
 - a. Removal and disposal of existing filter media and support gravel.
 - b. Replacement of underdrain nozzles.
 - c. Provisions for the replacement of distribution header piping within the vessel.
 - d. Provisions for steel repair and pit filling within the vessel interior.
 - e. Surface preparation and recoating of the vessel interior.
 - f. Installation of new support gravel and media as selected by OWNER.
 - g. Removal of existing insulation on the vessel exterior and piping.

- h. Surface preparation and coating of the vessel exterior with insulated coating system.
 - i. Surface preparation and coating of the existing filter face piping, raw water well piping, and backwash supply piping with insulated coating system.
 - j. Replace existing reservoir supply valve and operator to match existing. Replace filter control valves and operators to match existing, if selected by OWNER.
 - k. Replace existing vessel air release valve, ball valves, and piping to match existing.
 - l. Replace existing sample faucets and ball valves on vessel side wall to match existing.
 - m. Replace existing vessel lower drain ball valve and piping to match existing.
 - n. Installation of new backwash supply flow meter in vertical section of piping downstream of the vessel.
 - o. Replacement of existing solenoid panel with new panel in same location.
 - p. Replacement of existing differential pressure gauge and backwash rate of flow gauge and panel.
 - q. Replacement of existing air compressor with new oil-less air compressor.
6. Prepare draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
 7. Submit draft Bidding Documents to OWNER for review and input. Review draft Bidding Documents with OWNER; incorporate review comments, as appropriate; and finalize Bidding Documents.
 8. Prepare prebid opinion of probable construction cost for the project and submit to OWNER.
 9. Submit final Bidding Documents and application forms to WDNR for review and approval. Submit final set of electronic Bidding Documents to OWNER.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend virtual bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare two sets of Contract Documents for signature.

DRAFT

Construction-Related Services

1. Provide contract administration services including attendance at preconstruction conference, review of contractor’s shop drawing submittals, review of contractor’s periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
2. Provide resident project representative for up to 12 visits for observation of construction.
3. Conduct one site visit at substantial completion and prepare a list of items to be completed or corrected. Conduct one final visit to observe the completed or corrected items.
4. Provide record drawings in electronic format from information compiled from contractor’s records. ENGINEER is providing drafting services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$87,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of October 23, 2023. Services are scheduled for completion on June 30, 2025.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

TOWN OF BROOKFIELD SANITARY
DISTRICT NO. 4

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Tom Hagie
Administrator

Date

PRE-SALE REPORT FOR

Town of Brookfield, Wisconsin

\$2,000,000 General Obligation Promissory Notes,
Series 2023A



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
David Ferris, CPA, Senior Municipal Advisor
Harry Allen, Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$2,000,000 General Obligation Promissory Notes, Series 2023A

Purposes:

The proposed issue includes financing for the following purposes: finance sewer improvements. Debt service will be repaid by sewer revenues (Sanitary District #4). Ehlers is presently completing a sewer rate study to address operational and capital needs of the Sanitary District.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the Town for which its full faith, credit and taxing powers are pledged.

The Notes count against the Town's General Obligation Debt Capacity Limit of 5% of total Town Equalized Valuation. Following issuance of the Notes, the Town's total General Obligation debt principal outstanding will be approximately \$4.1 million, which is 5% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$76.8 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on June 1 in the years 2024 through 2033. Interest is payable every six months beginning June 1, 2024.

The Notes will be subject to prepayment at the discretion of the Town on June 1, 2030 or any date thereafter.

Bank Qualification:

Because the Town is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the Town will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The Town's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "A1". The Town will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the Town's bond rating in the event that the bond rating of the insurer is higher than that of the Town.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the Town.

For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the Town's objectives for this financing.

Parameters:

The Town Board will consider adoption of a Parameters Resolution on October 17, 2023, which delegates authority to the Town Administrator or the Town Chairman to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$2,000,000
- * Maximum Bid of: 106.0%
- * Minimum Bid of 99.0%
- * Maximum True Interest Cost (TIC) of 5.25%
- * Maturity Schedule Adjustments not to exceed \$100,000 per maturity

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Town and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the Town's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Town has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the Town will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Town is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Town must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The Town's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the Town within 30 days after the sale date to review the Town's specific responsibilities for the Notes. The Town is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the Town in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

GO with Planned Abatement: The Town expects to abate the Town debt service with sewer utility revenues. In the event this is not available, the Town is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Parameters Resolution Approval by Town Board:	October 17, 2023
Conference with Rating Agency:	Week of November 13, 2023
Due Diligence Call to review Official Statement:	Week of November 20, 2023
Distribute Official Statement:	November 28, 2023
Designated Officials Award Sale of the Notes:	Anticipated December 6, 2023
Estimated Closing Date:	December 21, 2023

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule
- G.O. Debt Service Capacity
- Existing Debt Service Coverage

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
David Ferris, Senior Municipal Advisor	(262) 796-6194
Harry Allen, Associate Municipal Advisor	(262) 796-6182
Sue Porter, Lead Public Finance Analyst	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1 Capital Improvements Financing Plan

Town of Brookfield, WI

	2023	
	G.O. Notes	Sanitary Sewer Portion
CIP Projects		
Sanitary Sewer Phase 1 and Phase 2	1,920,000	1,920,000
Subtotal Project Costs	1,920,000	1,920,000
CIP Projects	1,920,000	1,920,000
Estimated Issuance Expenses		
Municipal Advisor (Ehlers)	25,900	25,900
Bond Counsel	16,000	16,000
Disclosure Counsel	11,200	11,200
Rating Fee	14,500	14,500
Maximum Underwriter's Discount	10.00 20,000	20,000
Paying Agent	900	900
Subtotal Issuance Expenses	88,500	88,500
TOTAL TO BE FINANCED	2,008,500	2,008,500
Estimated Interest Earnings	3.00% (9,600)	(9,600)
Assumed spend down (months)	2	
Rounding	1,100	1,100
NET NOTE SIZE	2,000,000	2,000,000

Notes:

1) Project Total Estimates

Table 2 Allocation of Debt Service - 2023 G.O. Notes

Town of Brookfield, WI

Year Ending	Sanitary Sewer Portion			
	Principal	Est. Rate ¹	Interest	Total
2023				0
2024	165,000	5.00%	90,319	255,319
2025	165,000	5.00%	87,625	252,625
2026	175,000	5.00%	79,125	254,125
2027	185,000	5.00%	70,125	255,125
2028	190,000	5.00%	60,750	250,750
2029	200,000	5.00%	51,000	251,000
2030	215,000	5.00%	40,625	255,625
2031	225,000	5.00%	29,625	254,625
2032	235,000	5.00%	18,125	253,125
2033	245,000	5.00%	6,125	251,125
Total	2,000,000		533,444	2,533,444

Year Ending	Totals		
	Principal (6/1)	Interest	Total
2023	0	0	0
2024	165,000	90,319	255,319
2025	165,000	87,625	252,625
2026	175,000	79,125	254,125
2027	185,000	70,125	255,125
2028	190,000	60,750	250,750
2029	200,000	51,000	251,000
2030	215,000	40,625	255,625
2031	225,000	29,625	254,625
2032	235,000	18,125	253,125
2033	245,000	6,125	251,125
Total	2,000,000	533,444	2,533,444

Notes:

1) Estimated Rate assumes GO BQ "A1" Market Rates + 75 Bps

Table 3

General Obligation Debt Capacity Analysis - Impact of Financing Plan

Town of Brookfield, WI

Existing Debt				
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit
2022	1,579,707,100	78,985,355	2,438,277	3%
2023	1,619,888,309	80,994,415	2,115,000	3%
2024	1,661,091,561	83,054,578	1,830,000	2%
2025	1,703,342,853	85,167,143	1,540,000	2%
2026	1,746,668,843	87,333,442	1,245,000	1%
2027	1,791,096,867	89,554,843	935,000	1%
2028	1,836,654,956	91,832,748	625,000	1%
2029	1,883,371,854	94,168,593	315,000	0%
2030	1,931,277,037	96,563,852	0	0%
2031	1,980,400,729	99,020,036		0%
2032	2,030,773,925	101,538,696		0%
2033	2,082,428,406	104,121,420		0%

Proposed Debt				
2023 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
	\$2,438,277	3%	\$76,547,078	2022
2,000,000	\$4,115,000	5%	\$76,879,415	2023
1,835,000	\$3,665,000	4%	\$79,389,578	2024
1,670,000	\$3,210,000	4%	\$81,957,143	2025
1,495,000	\$2,740,000	3%	\$84,593,442	2026
1,310,000	\$2,245,000	3%	\$87,309,843	2027
1,120,000	\$1,745,000	2%	\$90,087,748	2028
920,000	\$1,235,000	1%	\$92,933,593	2029
705,000	\$705,000	1%	\$95,858,852	2030
480,000	\$480,000	0%	\$98,540,036	2031
245,000	\$245,000	0%	\$101,293,696	2032
0	\$0	0%	\$104,121,420	2033

Notes:

Table 4

Sanitary District #4 Debt Coverage

Town of Brookfield, WI

Year	Sewer Debt Service			Year
	Proposed Debt	Total	Debt Coverage	
			\$74,592 2022 Net Revenues	
2023	0	0	N/A	2023
2024	255,319	255,319	0.29	2024
2025	252,625	252,625	0.30	2025
2026	254,125	254,125	0.29	2026
2027	255,125	255,125	0.29	2027
2028	250,750	250,750	0.30	2028
2029	251,000	251,000	0.30	2029
2030	255,625	255,625	0.29	2030
2031	254,625	254,625	0.29	2031
2032	253,125	253,125	0.29	2032
2033	251,125	251,125	0.30	2033
Total	2,533,444	2,533,444		Total

Notes:

Sewer rate study in progress.

RESOLUTION NO. 2023-07

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$2,000,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2023A

WHEREAS, the Town Board hereby finds and determines that it is necessary, desirable and in the best interest of the Town of Brookfield, Waukesha County, Wisconsin (the "Town") for the Town to raise funds for public purposes, including financing sewer improvements on behalf of Brookfield Sanitary District #4 ("District #4") (the "Project");

WHEREAS, the Town is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes ("Notes") for such public purposes;

WHEREAS, the Town and District #4 have agreed that the Town should borrow the money to finance the project because the Town can borrow at a lower cost than District #4 which benefits the residents of the Town and the District and that District #4 shall provide sufficient revenues each year to the Town to pay debt service on the Notes;

WHEREAS, it is the finding of the Town Board that it is in the best interest of the Town to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the Town to offer and sell its Notes at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Town Board hereby finds and determines that it is necessary, desirable and in the best interest of the Town to delegate to the Town Administrator or Chairperson of the Town Board (the "Chairperson") (each an "Authorized Officer") the authority to accept on behalf of the Town the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the Town is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TWO MILLION DOLLARS (\$2,000,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Chairperson and Town Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the Town, Notes aggregating the principal amount of not to exceed TWO MILLION DOLLARS (\$2,000,000). The purchase price to be paid to the Town for the Notes shall not be less than 99.0% nor more than 106.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2023A"; shall be issued in the aggregate principal amount of up to \$2,000,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$2,000,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$2,000,000.

<u>Date</u>	<u>Principal Amount</u>
06-01-2024	\$165,000
06-01-2025	165,000
06-01-2026	175,000
06-01-2027	185,000
06-01-2028	190,000
06-01-2029	200,000
06-01-2030	215,000
06-01-2031	225,000
06-01-2032	235,000
06-01-2033	245,000

Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2024. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Town shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Town are hereby irrevocably pledged, and there is hereby levied upon all of the

taxable property of the Town a direct annual irrevocable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Town shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Town and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Town for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Town then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Town, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Town may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2023A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Town at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Town above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over

and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Town, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Town, unless the Town Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Town and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Town, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Town represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Town further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Town further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Town Clerk or other officer of the Town charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Town

certifying that the Town can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Town also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Town will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Town by the manual or facsimile signatures of the Chairperson and Town Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Town of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Town has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Town hereby authorizes the officers and agents of the Town to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the Town's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Town hereby authorizes the Chairperson and Town Clerk or other appropriate officers of the Town to enter into a Fiscal Agency Agreement between the Town and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Town shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any 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 any 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.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and Town Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Town shall cooperate in any such transfer, and the Chairperson and Town Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Town at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Town agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Town Clerk or other authorized representative of the Town is authorized and directed to execute and deliver to DTC on behalf of the Town to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Town Clerk's office.

Section 16. Payment of Issuance Expenses. The Town authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Conditions on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until the condition is satisfied. Upon satisfaction of the condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The Town Board hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12

promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the Town in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Town official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Town Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The Town hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Town to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and Town Clerk, or other officer of the Town charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Town's Undertaking.

Section 20. Record Book. The Town Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Town are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and Town Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and Town Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Town Board 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.

Adopted, approved and recorded October 17, 2023.

Keith Henderson
Chairperson

ATTEST:

Tom Hagie
Town Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned [Town Administrator/Treasurer] [Chairperson] of the Town of Brookfield, Waukesha County, Wisconsin (the "Town"), hereby certify that:

1. Resolution. On October 17, 2023, the Town Board of the Town adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,000,000 General Obligation Promissory Notes, Series 2023A of the Town (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). Ehlers & Associates, Inc. recommends the Town accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$2,000,000 approved by the Resolution, and shall mature on June 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
06-01-2024	\$165,000	\$ _____
06-01-2025	165,000	_____
06-01-2026	175,000	_____
06-01-2027	185,000	_____
06-01-2028	190,000	_____
06-01-2029	200,000	_____
06-01-2030	215,000	_____
06-01-2031	225,000	_____
06-01-2032	235,000	_____
06-01-2033	245,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.25%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.0% nor more than 106.0% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on June 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Town, on June 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Town and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the Town have been irrevocably pledged and there has been levied on all of the taxable property in the Town, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2023 pursuant to the authority delegated to me in the Resolution.

Tom Hagie
Town Administrator/Treasurer

OR

Keith Henderson
Chairperson

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP

Mandatory Redemption Provision

The Notes due on June 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, 20

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, 20

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, 20

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on June 1, 20

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____
____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R-____ TOWN OF BROOKFIELD \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ December 21, 2023 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Town of Brookfield, Waukesha County, Wisconsin (the "Town"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Town are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Town pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including financing sewer improvements on behalf of Brookfield Sanitary District #4, as authorized by a resolution adopted on October 17, 2023, as supplemented by an Approving Certificate, dated _____, 2023 [(the "Approving Certificate")] (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Town Board for said date.

The Notes maturing on June 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Town, on June 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Town, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Town, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Town Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Town kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Town appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Town for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Town may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

COPY

IN WITNESS WHEREOF, the Town of Brookfield, Waukesha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and Town Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

TOWN OF BROOKFIELD
WAUKESHA COUNTY, WISCONSIN

By: _____
Keith Henderson
Chairperson

(SEAL)

By: _____
Tom Hagie
Town Clerk

COPY

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the Town of Brookfield, Waukesha County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)