

**JOINT RESOLUTION AND AGREEMENT OF THE TOWNSHIP OF LIVONIA AND
THE CITY OF ZIMMERMAN ANNEXING PROPERTY WITHIN AN ORDERLY
ANNEXATION AREA INTO THE CITY OF ZIMMERMAN AS IDENTIFIED IN JOINT
ZIMMERMAN RESOLUTION NO. 99-05-06 AND LIVONIA TOWNSHIP
RESOLUTION NO. 99-3**

City of Zimmerman Resolution No. 2020-12-10

Township of Livonia Resolution No. 20-19

WHEREAS, the Township of Livonia ("Township") and the City of Zimmerman ("City") have negotiated the boundaries of an Orderly Annexation Area ("the Area") and have entered into an Orderly Annexation Agreement ("the Agreement") identified in Joint Resolution of the City Resolution No. 99-05-06 and Township Resolution No. 99-3; and

WHEREAS, the Area and Agreement have been created to provide for orderly and planned development, to provide for city services to developing areas, to serve the interest of public health, safety and welfare, and to protect natural waterways and wetlands; and

WHEREAS, the term of the Agreement was extend to December 31, 2020, by a Joint Resolution as Township Resolution No. 07-01 and City Resolution 06-12-04; and

WHEREAS, Section 15 of the Joint Resolution as Township Resolution No. 07-01 and City Resolution 06-12-04 extended the term set forth in Paragraph 12 of the Joint Resolution of the City No. 99-05-06 and Township No. 99-3 to terminate on December 31, 2020;

WHEREAS, Paragraph 12 of the City Resolution No. 99-05-06 and Township Resolution No. 99-3, as amended by Joint Resolution as Township Resolution No. 07-01 and City Resolution 06-12-04, provides as follows:

All properties in the orderly annexation area which have not been annexed prior to December 31, 2020, shall be annexed to the City on that date;

WHEREAS, certain properties identified by their legal description in attached **Exhibit A** and in a map in attached **Exhibit B** are a part of the orderly annexation area but have not been annexed prior to December 31, 2020; and

NOW, THEREFORE, it is hereby resolved and agreed by and between the parties:

1. The City and Township agree that all terms and conditions for annexation are provided for in this Joint Resolution, and that no consideration by the chief administrative law judge is necessary. Upon receipt of the Joint Resolution, the chief administrative law judge may review and comment, but shall within 30 days of receipt, order the annexation in accordance with the terms and conditions of this Joint Resolution.

2. That Livonia Township and the City of Zimmerman by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.
3. The Property as legally described in Exhibit A and depicted in the map in Exhibit B hereto shall be immediately annexed into the City and zoned in accordance with City Resolution No. 99-05-06 and Township Resolution No. 99-3.
4. Since the Property will be immediately annexed to the City upon adoption of this Joint Resolution and approval of the State, joint planning pursuant to Minn. Stat. § 414.0325, subd. 5, is not warranted. The City will, upon annexation, serve as the reviewing agency and local government unit for the purpose of any land use, subdivision, and environmental review of the proposed development, and the proposed development will be subject to and comply with the comprehensive plan and official controls of the City.
5. The Township shall be reimbursed for lost tax revenue according to the following reimbursement formula:
 - a. In the year of annexation, the Township shall receive all the City share of tax revenue from the property.
 - b. In the first year after annexation, the City shall pay the Township an amount equal to 90% of the property taxes paid in the year the property was annexed.
 - c. In the second year after annexation, the City shall pay the Township an amount equal to 70% of the property taxes paid in the year the property was annexed.
 - d. In the third year after annexation, the City shall pay the Township an amount equal to 50% of the property taxes paid in the year the property was annexed
 - e. In the fourth year after annexation, the City shall pay the Township an amount equal to 30% of the property taxes paid in the year the property was annexed
 - f. In the fifth year after annexation, the City shall pay the Township an amount equal to 10% of the property taxes paid in the year the property was annexed.


- g. The City shall have the right to make one (1) payment to the Township, as reimbursement for property taxes lost from annexed property, equal to the amount due over the 5-year schedule listed in paragraphs a-f.
 - h. The one (1) payment due the Township as listed in paragraph g. totals **\$15,679.30.**
 - i. If any of the parcels of property annexed pursuant to this Agreement are developed for commercial or industrial purposes, in each of the first five (5) years after actual construction and operation of the facility, the Township shall receive 30% of the City share of tax revenue from the property. If the facilities are subject to tax increment financing or tax abate agreements, the Township shall receive 30% of the City share of tax revenue for each of the five (5) years immediately following the termination of any such tax increment financing or tax abatement agreement. In the event that facilities are subject to tax increment financing or tax abate agreements the Township may request a one-time payment in lieu of the five (5) year payback as set forth in this paragraph, based upon a reasonable estimate of the amount of tax revenue due the Township notwithstanding the tax increment financing or tax abate agreement. The City may deduct from the tax reimbursement payments made under this paragraph the amount of tax reimbursement paid to the Township for the parcel as part of the lump sum amount identified in paragraph h above.
- 6. In addition, the City agrees to reimburse the Township an initial amount of **\$591.74** related to debt the Township incurred for the new fire hall and event center as contemplated by the Debt Reimbursement Agreement Regarding Property Annexed by the City of Zimmerman from Livonia Township executed on June 16, 2020, which is attached hereto as Exhibit C and incorporated herein ("Debt Reimbursement Agreement"). The City shall make subsequent annual debt reimbursement payments to the Town as provided in the Debt Reimbursement Agreement. Nothing in this Agreement alters or waives the terms or conditions of the Debt Reimbursement Agreements or the City's obligation to make debt reimbursement payments to the Township thereunder.
 - 7. The City shall be responsible for filing this joint resolution with the state and for paying all related fees.
 - 8. In the event that there are errors, omissions or any other problems with the legal description, mapping, or the reimbursements provided in the attached Exhibits, the parties agree to work cooperatively to make such corrections as may be needed and the City shall be responsible for preparing and filling any additional documentation, including a new Exhibit making the corrections requested or required by the Office of Administrative Hearings, Boundary Adjustments as necessary to make effective the annexation of said area in accordance with the

terms of this Joint Resolution, without the necessity of re-adopting this Joint Resolution.

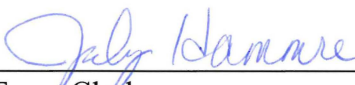
The following Board members of the Township of Livonia voted in favor:
Hass, Pool, Hiller, Kuker

The following Board members voted against or abstained: none

LIVONIA TOWNSHIP



Chair, Town Board



Town Clerk

The following Council members of the City of Zimmerman voted in favor: Stay, Bondhus, Whiting, and Frederick. Shepard absent.

The following Council members voted against or abstained: none.

CITY OF ZIMMERMAN



Mayor Nick Stay



Kary Tillmann, City Clerk/Treasurer

EXHIBIT A
Legal Descriptions of Properties being Annexed

30-007-1400

Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), except that part of the right-of-way of 136th Street Northwest located within the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 7, Township 34, Range 26, Sherburne County, Minnesota, lying easterly of a line 33.00 feet westerly of and parallel with the centerline of said 136th Street Northwest, and lying southerly of the northerly right-of-way line, and its westerly extension, of Oakwood Road, as delineated and dedicated in PLEASANT HILLS, according to the recorded plat thereof, said Sherburne County.

AND

The South 330 feet of the Southeast Quarter of the Northeast (SE $\frac{1}{4}$ of NE $\frac{1}{4}$), Section 7, T34, R26, Sherburne County, Minnesota.

30-007-4405

The West 310 feet of the South 352 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$), Section 7, T34, R26, Sherburne County, Minnesota.

30-007-4410

The North 200 feet of the East 544.50 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$), Section 7, T34, R26, Sherburne County, Minnesota, except that part of the right-of-way of 136th Street Northwest located within the Southeast Quarter of the Southeast Quarter of Section 7, Township 34, Range 26, Sherburne County, Minnesota, lying easterly of a line 33.00 feet westerly of and parallel with the centerline of said 136th Street Northwest.

30-016-3105

The East One-Half of the Northeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$), of Section 16, T34, R26, Sherburne County, Minnesota, lying Westerly of the railroad right-of-way.

AND

The East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$) lying Westerly of the railroad right-of-way, Section 16, T34, R26, according to the United States Government Survey thereof, and situate in Sherburne County, Minnesota.

AND

The East four (4) acres of the North One-Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 16, Township 34, Range 26, Sherburne County, Minnesota.

30-016-4200

All that part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$), Section 16, T 34, R26, lying westerly of the railroad right-of-way, Sherburne County, Minnesota.

30-017-3200

The West 425 feet of the South 1,025 feet of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 17 T34, R26, Sherburne County, Minnesota.

30-017-4300

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 17, T34, R26, Sherburne County, Minnesota.

30-017-4101

That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 17, T34, R26, described as follows:

Commencing at the southeast corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$); thence west along the south line of said quarter a distance of 907.6 feet; thence north parallel to the east line of said quarter a distance of 240.00 feet; thence east parallel to the south line of said quarter a distance of 907.6 feet; thence south along the east line of said quarter a distance of 240 feet to the point of beginning.

30-017-4400

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 17, T34, R26, LESS AND EXCEPT the following described parcel of land:

The South 940 feet of the West 350 feet of the East 785 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 17, T 34, R26.

ALSO AND EXCEPT the following described parcel of land:

the East 435.00 feet of the South 400.45 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 17, T34, R26, Sherburne County, Minnesota.

30-017-4401

East 435.00 feet of the South 400.45 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 17, T34, R26, Sherburne County, Minnesota.

30-017-4405

The South 940 feet of the West 350 feet of the East 785 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 17, T 34, R26, Sherburne County, Minnesota.

30-018-1101

The North 300 feet of the East 363 feet of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), Section 18, T34, R26, Sherburne County, Minnesota.

30-021-1401

All that portion of the Burlington Northern Railroad Company's former 100.00 foot wide Branch Line right of way, being 50.00 feet wide on each side of said Railroad Company's former Main Track centerline upon, over and across the Northeast Quarter of the Southwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 21, Township 34, Range 26.

EXHIBIT B
Map of Properties being Annexed

[attached hereto]

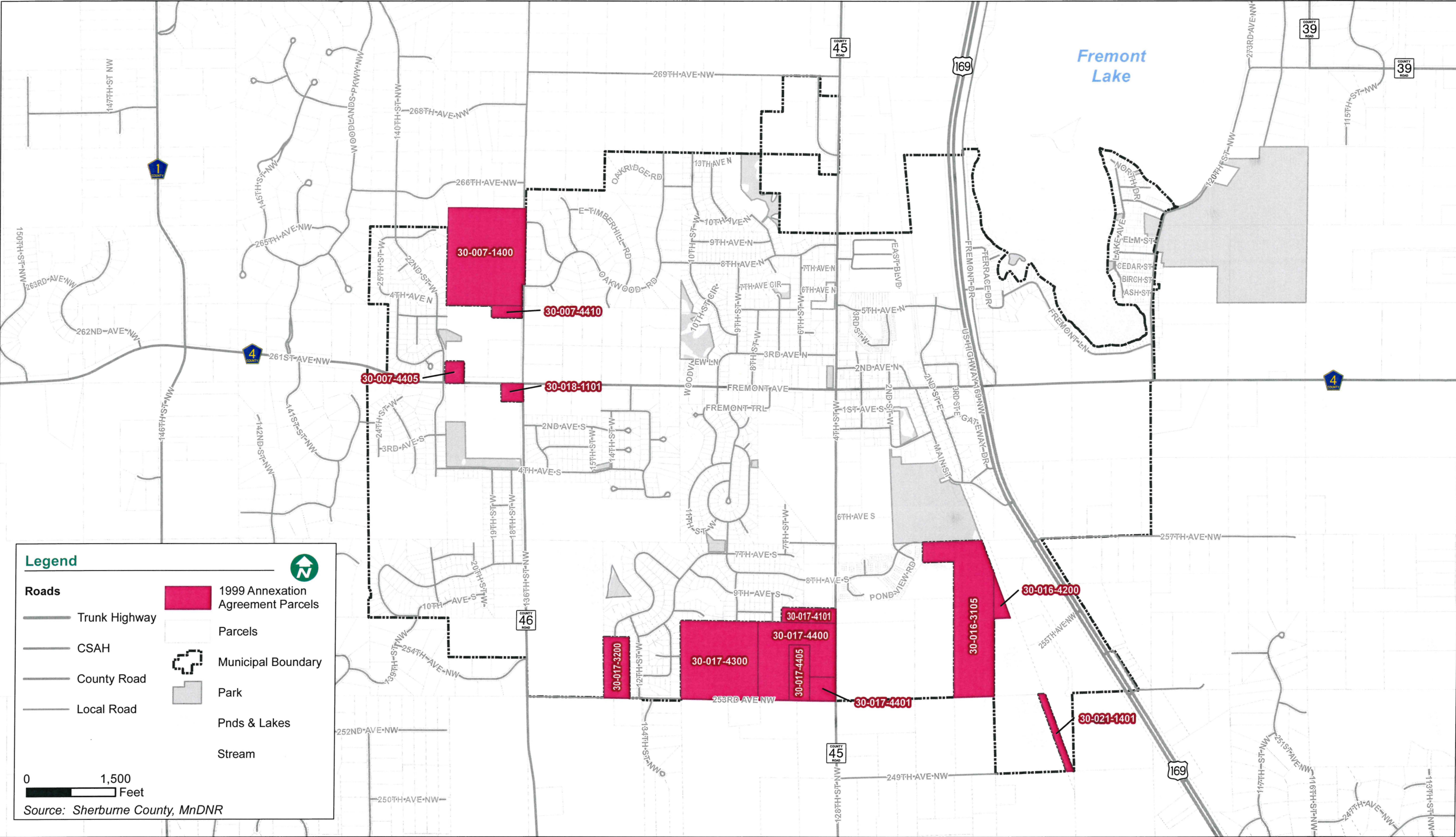
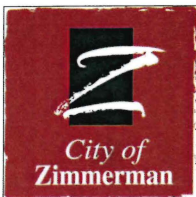


EXHIBIT C

Debt Reimbursement Agreement

[attached hereto]

**DEBT REIMBURSEMENT AGREEMENT REGARDING PROPERTY
ANNEXED BY THE CITY OF ZIMMERMAN FROM LIVONIA TOWNSHIP**

This Debt Reimbursement Agreement (“**Agreement**”) is made and entered into by and between the City of Zimmerman, a Minnesota municipal corporation (“**City**”) and Livonia Township, a Minnesota public corporation (“**Town**”). The City and the Town may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The City and Town collectively, through a joint powers agreement, own and operate the Zimmerman Livonia Fire District (“**Fire District**”).
- B. The parties have determined to jointly construct and finance a new fire hall (the “**Fire Hall**”) and event center (the “**Event Center**”) (together, the “**New Facility**”) to be owned and operated by the Fire District.
- C. The estimated cost of the New Facility is approximately \$5,400,000. The City has approved, and Town will approve upon the execution of this Agreement, an amendment to the Fire District joint powers agreement (“**Financing Amendment**”), to issue general obligation bonds in the amount of 50% of the estimated cost of the New Facility. In furtherance of that understanding, the Town has approved the issuance of approximately \$2,900,000 in general obligation bonds (“**Town Bonds**”). The Town Bonds include both capital improvement (“**CIP**”) bonds and abatement bonds, and have a repayment period of 20 years. The City has also acted to approve the issuance of general obligation bonds in the same amount with the same repayment period to pay its half of the New Facility. In connection with issuance of the Town Bonds, the Town adopted a resolution authorizing the use of tax abatements from certain properties within the Town to repay the principal on the abatement bonds.
- D. The Town has raised significant concerns about its ability to repay the Town Bonds if the City annexes land, thus reducing the Town’s tax base, during the term of the Town Bonds. The City’s annexation of property from the Town will result in a smaller Town tax base and a higher tax burden on the properties remaining in the Town. This concern is enhanced by the fact the City of Elk River may annex property from the Town, further reducing the tax base available to the Town to repay the Town Bonds.
- E. The parties have a long-term orderly annexation agreement (“**OAA**”) in place that expires at the end of 2020. The OAA does not address the reimbursement of debt. The parties may desire to enter into a new orderly annexation agreement, but the parties recognize there is not sufficient time to negotiate and execute an amendment to the OAA, or to enter into a new orderly annexation agreement, before construction of the New Facility is scheduled to begin.
- F. The parties recognize Minnesota Statutes, section 414.036 requires a city to reimburse a town for debt allocated to property it annexes and allows a city and a town to reach an agreement on the repayment of debt. The parties intend this Agreement to constitute agreement under the statute “by the annexing municipality and the affected town” for the purposes of

determining the reimbursement of debt from the issuance of the Town Bonds for any property the City annexes from the Town during the term of this Agreement.

- G. The parties acknowledge that construction of the New Facility will not proceed without an agreement as to debt reimbursement for property annexed by the City.
- H. In order to ensure the project to construct the New Facility proceeds as scheduled, and that the Town is protected from the loss of property tax revenue for the payment of debt service on the Town Bonds resulting from any annexation of property in the Town by the City, the parties desire to enter into this Agreement to provide for the reimbursement by the City of the lost debt service levy and abatement bond levy related to the Town Bonds for the New Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledge by both parties, and intending to be legally bound, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) Abatement Bonds. “Abatement Bonds” mean the bonds issued to finance the Event Center as part of the Town Bonds.
 - (b) Abatement Bond Levy. “Abatement Bond Levy” means the amount of the additional levy certified each year during the term of the Town Bonds to repay the principal amount of the Abatement Bonds.
 - (c) CIP Bonds. “CIP Bonds” mean capital improvement project bonds issued to finance the Fire Hall as part of the Town Bonds.
 - (d) Debt Service Levy. “Debt Service Levy” means the amount of additional levy certified each year during the term of the Town Bonds to repay the principal and interest of the CIP Bonds and the interest of the Abatement Bonds.
 - (e) Town Bonds. “Town Bonds” means the General Obligation Bonds, Series 2020A issued by the Town Board, which includes the CIP Bonds and the Abatement Bonds.
2. Debt Reimbursement. To ensure the Town maintains sufficient revenues to repay the Town Bonds without impacting the Town’s tax capacity rate above the amount of impact calculated at time of issuance of the Town Bonds if land is annexed into the City, the City agrees to annually pay to the Town a debt reimbursement amount (“**Debt Reimbursement Amount**”), determined in accordance with the following Paragraph (a), in connection with all properties it annexes from the Town after the effective date of this Agreement.

- (a) Debt Reimbursement Amount. The City shall annually reimburse the Town the Debt Reimbursement Amount, which is the equivalent property taxes levied for payment of debt service on the Town Bonds upon any properties annexed by the City during the term of this Agreement. The Debt Reimbursement Amount for each property annexed shall be equal to the tax rate of 2.975% times the tax capacity of the annexed property for the year that the debt reimbursement is due. The tax rate of 2.975% is calculated based on the combined average annual debt service levy and tax abatement levy for the Town Bonds in the amount of \$187,828 divided by the Town's net tax capacity of \$6,273,903, as certified by Sherburne County for taxes payable in 2020. For illustration purposes, the attached Exhibit A contains an example of how the Debt Reimbursement Amount is calculated. The example is a hypothetical, but demonstrates the method the parties are to use to calculate the Debt Reimbursement Amount.
- (b) Additional Taxes. Except as otherwise provided herein, or as required by law, any amount of property taxes the City collects from the annexed property that exceed the Debt Reimbursement Amount may be retained by the City.
3. Payment. Minnesota Statutes, section 414.036 authorizes a city and town to formulate their own agreement regarding the reimbursement of property taxes and debt that does not strictly follow the default provisions in the statute. Therefore, notwithstanding the two to eight year period provided in the statute for the reimbursement of debt, the parties agree the City will make annual payments of the Debt Reimbursement Amount for each property it annexes for the entire term of this Agreement. Payment of the Debt Reimbursement Amount shall begin in the first year the City collects property taxes from the annexed property and shall continue as annual payments for the full term of this Agreement. The City may combine payments for all of the properties it annexes, provided the City includes a calculation showing the Debt Reimbursement Amount for each property. The parties may agree in a separate writing to the City prepaying or paying off the remaining Debt Reimbursement Amount for one or more annexed properties, but such prepayment shall not relieve the City from its obligation to pay another Debt Reimbursement Amount due or that the City is required to pay for any additional property annexed during the term of this Agreement.
4. Term. The Agreement shall commence as of the date of the last party to execute it, and it shall continue for the entire 20 year term of the Town Bonds, or upon the repayment of the Town Bonds in full, whichever occurs first. Any refunding of the Town Bonds shall not constitute repayment, provided that if such refunding decreases the debt service payable by the Town on the Town Bonds, the Town Debt Reimbursement Amount shall be reduced by the portion of such debt service savings attributable to any annexed properties. Any such refunding of the Town Bonds shall not extend the term of this Agreement beyond the original 20 year term of the Town Bonds.
5. Intent and Scope. The Town agrees to enter into this Agreement as the City's preferred method of addressing reimbursement of the Town Debt Reimbursement Amount, provided the City agrees to the terms contained herein to ensure the protections provided the Town herein are carried out during the entire term of this Agreement. This Agreement only applies

to taxable property annexed by the City from the Town, not to property annexed by the City of Elk River. Furthermore, this Agreement does not constitute an amendment to the OAA, an agreement to the annexation of any specific property from the Town, an agreement as to the reimbursement of property taxes of annexed property, or an agreement as to the reimbursement of special assessments. The reimbursement for lost property taxes is addressed in the OAA and will be addressed for any other annexations by a future agreement or as is otherwise provided in law. This Agreement constitutes an agreement by the parties for how to handle the reimbursement of debt if the City annexes property from the Town for the purposes of Minnesota Statutes, section 414.036. The Town Debt Reimbursement Amount, with respect to all taxable property in the Town, is considered debt incurred by the Town prior to annexation and is attributable to the described properties and for which no special assessments are outstanding. The City agrees to include a provision reflecting the debt reimbursement requirements provided for in this Agreement in every annexation ordinance, resolution, or other document annexing, or seeking to annex, property from the Town. The City agrees not to propose any reimbursement of property taxes or debt that would result in the Town receiving less than the Debt Reimbursement Amount for each of annexed properties. Nothing in this Agreement prohibits the parties from separately agreeing to a property tax reimbursement for any property annexed by the City or from enforcing the provisions of a separate agreement related to the reimbursement of property taxes. Additionally, nothing in this Agreement relieves the City from its obligation under Minnesota Statutes, section 414.036, or any other law or agreement, to reimburse the Town for any outstanding special assessments or any future debt the Town incurs, that is not the Town Bonds, which is attributable to property annexed by the City.


6. Reliance. The parties understand and acknowledge the Town is relying on the promises the City is making in this Agreement to proceed with the issuance of the Town Bonds and construction of the New Facility. The parties agree not to assert any position, or make any argument, that this Agreement, or any of its provisions, are invalid, unenforceable, or otherwise contrary to the intent of this Agreement. The parties agree to take such actions and to mutually agree to and adopt such amendments as may be required to carry out the intent of this Agreement.
7. Enforcement of Agreement. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable attorney and other professional fees and expenses, which shall include, without limitation, all fees, costs, and expenses of appeals.
8. Entire Agreement. This written Agreement, including the recitals and the exhibit, which are incorporated herein and made part of this Agreement, constitutes the complete agreement between the parties. No amendments or other modifications to this Agreement are effective unless reduced to writing and executed by both parties.
9. No Waiver. The failure of either party to insist upon the strict and prompt performance of the terms, covenants, or agreements, and conditions contained herein by the other party shall

not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant agreement or condition, and the same shall continue in force and effect.

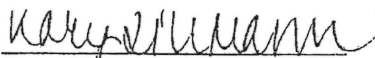
10. Third Parties. This Agreement does not confer any rights upon any third parties or parties who are not signatories to this Agreement.
11. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
12. Severability. Any provision of this Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted to best accomplish the intent of the parties within the limits of applicable law.
13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date(s) indicated below intending to be bound thereby.

CITY OF ZIMMERMAN



Nick Stay, Mayor



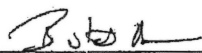
Kary Tillmann, City Clerk

Approved as to Form

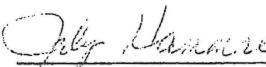


Shana Conklin, City Attorney

LIVONIA TOWNSHIP

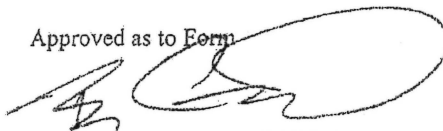
 6-22-2020

Butch Hass, Chair

 6-22-2020

Jody Hammre, Town Clerk

Approved as to Form



Troy Gichrist, Town Attorney

EXHIBIT A
Example Debt Reimbursement Amount Calculation

Example:

Livonia Township, MN Series 2020A Bonds Example of Impact of Annexation - <u>For Illustration Purposes Only</u>			
	Before Annexation	Impact of Annexation	After Annexation
Original Par amount of 2020A Bonds (the "Bonds")	\$2,900,000		\$2,900,000
Average annual combined debt service levy and tax abatement levy for Bonds ¹	\$187,828	-\$330	\$187,498
Payment from City to Township for Annexed Property	\$0	\$330	\$330
Total average annual revenue for debt service ¹	\$187,828		\$187,828
Net Tax Capacity for Livonia Township (NTC)	\$6,313,903	-\$11,087	\$6,302,816
Equivalent Tax Rate for Debt Service on 2020A Bonds ²	2.975%		2.975%
Note:			
1. Bonds are structured with level annual payments, 20 year term. MN Statute requires 105% of average annual debt service.			
2. Tax rate is calculated by dividing the average annual combined debt service levy and tax abatement levy by the NTC.			