

Falcon Heights City Council Workshop

**City Hall
2077 W Larpenteur Ave.
6:30 p.m.**

AGENDA

Wednesday, February 5, 2014

- 1) Recreation Budget Review**
- 2) Continued Discussion with Minnesota Community Solar on a Possible Solar Panel Array at City Hall (continued discussion from August 2013 Council Workshop)**
- 3) Rental License Discussion**
- 4) At the Request of Mayor Lindstrom-Discussion on a Step Increase for City Administrator**

If you have a disability and need accommodation in order to attend this meeting, please notify City Hall 48 hours in advance between the hours of 8:00 a.m. and 4:30 p.m. at 651-792-7600. We will be happy to help.



The City That Soars!

Council Workshop Staff Report

Meeting Date	February 5, 2014
Agenda Item	Workshop 2
Attachment	DRAFT-Community Solar Letter of Intent Documents
Submitted By	Bart Fischer, City Administrator

Item	Continued discussion with Minnesota Community Solar on a possible solar panel array at City Hall (continued discussion from August 2013 Council Workshop).
Description	<p>At the August 2013 Workshop, Council heard a presentation regarding the possibility of the City hosting a community solar array on the front lawn of City Hall. Minnesota Community Solar would like to continue that discussion and provided the draft lease documents.</p> <p>The City Attorney had reviewed the Letter of Intent. A copy of the LOI with his recommendations is attached for review and discussion. Once the Letter of Intent has been decided on, the draft lease can be reviewed and discussed.</p>
Budget Impact	N/A
Attachment(s)	DRAFT-Community Solar Letter of Intent Documents
Action(s) Requested	Discussion



MN Community Solar LLC
4000 Minnehaha Ave
Minneapolis, MN 55406
Office 612.345.7188 Fax 612.886.1404
www.mncommunitysolar.com

January, 2014

City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, MN 55113-5594
(651)-792-7600

Re: Letter of Intent, Community Solar Project;

Dear Bart Fischer,

Falcon Heights ("The City") owns property at 2077 West Larpenteur Avenue, Falcon Heights, MN 55113-5594, currently used for City Hall (the "Property"). MN Community Solar, LLC ("MCS") is engaged in the business of developing solar photovoltaic facilities which will be funded in whole or in part by subscribers who will receive the right to apply an allocated portion of the electricity produced by the facility to their residential or commercial utility bills. The City and MCS have discussed the possible development of a community solar project at the Property, and have agreed to enter into this letter of intent ("LOI") with respect to that development and facility. In particular, we agree as follows:

1. The City agrees to provide MCS and its representatives access to the Property for the purpose of evaluating the grounds and related facilities for installation of a solar facility approximately 39 kW in size. MCS will be allowed to take measurements and do a visual inspection but will not undertake any physically intrusive testing without The City's approval. MCS will arrange with The City in advance the times for any of its activities at the Property, agrees not to interfere with the City's business activities, and will abide by all safety and security guidelines required. The City also agrees to provide MCS with structural, electrical and other design and construction information about the building, grounds and Property which is in The City's possession, custody or control for assessment of suitability.

2. If initial inspections do not reveal any circumstance that would prevent facility installation, MCS will prepare a preliminary design of the proposed facility for review and general approval. The final design may change, but the preliminary design, once approved, will permit the parties to negotiate a fuller lease. MCS will also assess interconnection options, permitting requests, and other prerequisites for installation of the facility.

3. MCS will procure and maintain liability, workers compensation and other insurance required by law or otherwise necessary to provide coverage for its employees

or representatives while present at the Property. The City will be named as an additional insured on any property insurance policies. MCS agrees to indemnify The City against all claims by third parties for property damage or personal injury or death to the extent arising from the activities of MCS on the Property.

4. MCS may enter into agreements with persons or entities responsible for attracting and educating potential subscribers. The City agrees to allow MCS to disclose the Property as a potential facility site to our Community Partners and potential subscribers. MCS will not make any broader publication about the potential use of the Property as a facility site. The City also agrees that MCS can submit an interconnection application to Northern States Power Company ("NSP") for the facility at the Property, at no cost to The City.

5. The term of this LOI shall be one year from the date this LOI is signed by both parties, or until a full lease for the facility at the Property is negotiated and executed by the parties, whichever is earlier. MCS may terminate this LOI if the Property is found to be unsuitable for its purposes. Otherwise, MCS and The City agree to negotiate a full lease for the Property in good faith within sixty (60) days after MCS informs The City that the Property is suitable for the proposed facility. MCS shall provide The City with a draft lease for review upon execution of this LOI.

~~6. The City agrees that MCS's rights under this LOI are exclusive and that The City will not permit any other solar developer or installer the right to evaluate or develop a solar facility at the Property during the term of this LOI, or solicit or entertain any such offer from any such developer or installer. MCS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by MCS pursuant to this Agreement. MCS is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event MCS receives a request to release data, MCS must immediately notify City. City will give MCS instructions concerning the release of the data to the requesting party before the data is released. MCS agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from MCS's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall~~

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~~7. All non-public information exchanged between MCS and The City with respect to (i) the Property; (ii) the proposed facility; (iii) MCS's program for developing and financing facilities or attracting community subscribers; or (iv) any other information about either party's business; shall be treated as confidential and proprietary trade secret information, and shall be used solely for the purposes set forth in this LOI, subject to the City's obligations under the Minnesota Government Data Practices Act ("Act"). MCS may seek to have certain of its data protected as trade secret under the provisions of the Act, at no expense to The City.~~

~~8.~~ 7. MCS will bear the costs of its inspection, evaluation and development work. Each party will bear its costs incurred in negotiating this LOI or any lease or other agreement between the parties or their affiliates.

98. MCS agrees that, to the fullest extent allowed by law with respect to The City's eligibility, The City will be entitled to acquire a subscription interest with respect to any facility and development at the Property, or to invest as a tax investor in the facility ownership entity, on terms equivalent to those available to other subscribers or investors.

This LOI does not create an obligation on the part of MCS to develop or install a solar facility at the Property, or obligate The City to enter into a lease for such a facility. Any binding lease or other agreement to develop and install a facility will be separately negotiated by the parties. In all other respects, this LOI shall be binding on MCS and The City with respect to the terms set forth above.

We are excited about working with you. If the terms of this LOI are acceptable, please sign where indicated below. Thank you for your interest and assistance.

For MN COMMUNITY SOLAR LLC, a Minnesota limited liability company,

By _____
Ken Bradley

Its Chief Executive Officer

For The City of Falcon Heights,
a Minnesota ~~Municipality,~~ municipal corporation

By _____
Peter Lindstrom
Mayor

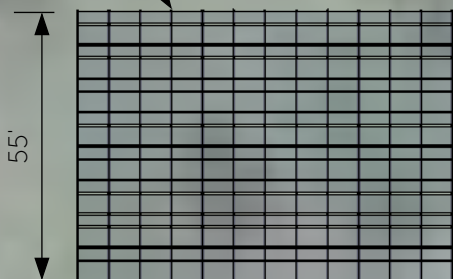
By _____
Bart Fischer
City Administrator/Clerk

City Hall Parking Lot



Photovoltaic Facility

77'



55'

150'

Prior Avenue

Utility Meter and Disconnect

50'

Underground Electric Conduit

Larpenteur Ave

Name - City Hall
Install Address - 2077 Larpenteur Ave, Falcon Heights, MN 55113

Falcon Heights City Hall

Interconnection Map
1"=40'
smc 1/27/14



MN Community Solar
4000 Minnehaha Ave
Minneapolis, MN 55406
MNCommunitySolar.co
m612-532-0384