

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JUNE 8, 2021**



**This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.**

**COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM**

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
  - A. Resolution authorizing the Mayor to sign the Grant Agreement – Q1 2021 Electric Vehicle Charging Grant with PacifiCorp d/b/a Pacific Power 1-9
  - B. City of Grandview Social Media Policy – Mayor Mendoza 10-12
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, June 8, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://zoom.us/j/99557702079?pwd=V2hZcG5RcDgzSDBsOTlpcmFHK2cvZz09>

Meeting ID: 995 5770 2079

Passcode: 022174

To join via phone: +1 253 215 8782 US

Meeting ID: 995 5770 2079

Passcode: 022174

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

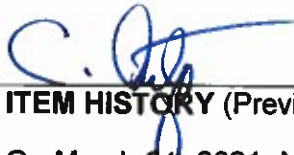
<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign the Grant Agreement – Q1 2021 Electric Vehicle Charging Grant with PacifiCorp d/b/a Pacific Power	<b>AGENDA NO.:</b> New Business 4 (A)  <b>AGENDA DATE:</b> June 8, 2021
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Cus Arteaga, City Administrator

  
MAYOR

**CITY ADMINISTRATOR**





**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)

On March 31, 2021, NoaNet on behalf of the City of Grandview submitted an Electric Vehicle Charging Grant Application to Pacific Power in the amount of \$276,660 for nine electric vehicle charging stations.

**ITEM COMMENTARY** (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On May 21, 2021, Pacific Power informed the City that the City had been selected to receive an Electric Vehicle Charging Station Grant award of up to \$75,639 to help advance the City's electric vehicle charging project at the Lower Yakima Valley Pathway (Rose Garden Park).

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the Grant Agreement – Q1 2021 Electric Vehicle Charging Grant with PacifiCorp d/b/a Pacific Power to the next regular Council meeting for consideration.



May 21, 2021

City of Grandview

ATTN: Chris Walker

RE: Q1 2021 Electric Vehicle Charging Station Grant – City of Grandview Level 3 Commercial Project

Dear Mr. Walker,

Congratulations! Pacific Power is pleased to inform you that you've been selected to receive an Electric Vehicle Charging Station Grant award of up to **\$75,639.00** to help advance your electric vehicle charging project at Lower Yakima Valley Pathway, Grandview, WA 98930.

In order to receive funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones, and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth herein.

Funding will be provided once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached Grant Agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the Grant Agreement, please sign and initial where indicated. Please email a copy of this letter and the signed Grant Agreement to [plugin@pacificpower.net](mailto:plugin@pacificpower.net) by **Sunday, August 01, 2021**.

If you have any questions throughout this process you can reach the grant program manager Esther Pullido by email at [esther.pullido@pacificcorp.com](mailto:esther.pullido@pacificcorp.com).

We look forward to partnering with your organization to further clean transportation throughout Washington.

Sincerely,

Etta Lockey  
Vice President

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT –  
Q1 2021 ELECTRIC VEHICLE CHARGING GRANT WITH PACIFICCORP  
D/B/A PACIFIC POWER**

**WHEREAS**, the City of Grandview has applied for and been awarded an Electric Vehicle Charging Station Grant from PacifiCorp d/b/a Pacific Power; and,

**WHEREAS**, the City must execute a Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said grant,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:**

The Council hereby authorizes the City to accept the Electric Vehicle Charging Station Grant award as set forth in the Grant Agreement attached hereto and incorporated herein by reference. The Mayor is hereby authorized to sign the Grant Agreement – Q1 2021 Electric Vehicle Charging Grant with PacifiCorp d/b/a Pacific Power in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2021

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



## Grant Agreement – Q1 2021 Electric Vehicle Charging Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to \$75,639.00 to City of Grandview (Recipient) to support the installation of electric vehicle charging infrastructure, upon completion of the project and confirmation that all award recipient requirements have been met.

Project information may be made publicly available and used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

This grant funding award amount is based on the information provided in the application and during the evaluation process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All modifications to the project design/scope including those attributes listed below must be submitted for approval using the change request form provided by Pacific Power.

### I. PROJECT ATTRIBUTES

- Install an Electric Vehicle Charging project with the attributes described in the table below:

<b>Award Recipient</b>	City of Grandview	<b>Pacific Power Recognition</b>	Permanent signage acknowledging Pacific Power's contribution at charging station; acknowledgment on website, and in any media/press releases; ribbon cutting event
<b>Technology</b>	Level 2 and Level 3 Commercial		
<b>Number of chargers*</b>	1 Single Port, 1 DCFC, 2 ports		
<b>Project location</b>	Parking Lot		
<b>Data Available</b>	Real time usage via Chargepoint online portal	<b>Data Sharing Plan</b>	City of Grandview will provide Pacific Power with administrative-level login into view usage data and download reports
<b>Project address</b>	Lower Yakima Valley Pathway, Grandview, WA 98930		
<b>Accessibility</b>	Public Charging	<b>Education Plan</b>	Signage, media mentions and published materials, website information, events
<b>Online date</b>	4/30/2022		
<b>Funding award**</b>	Up to \$75,639.00		

\* Awards are competitive and funding is limited. If your project does not include the number of chargers listed above, funding may be reduced or rescinded.



*\*\*The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.*

- **Install electric vehicle charging infrastructure by Wednesday, May 18, 2022.**  
*Extensions to this timeline may be considered on a case-by-case basis. Recipient understands that if the project is not completed by Wednesday, May 18, 2022, funding may be rescinded unless a Pacific Power change order form is submitted and approved by the Electric Transportation Project Manager at Pacific Power.*
- Install a project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within 60 days if the project leaves the Pacific Power system within 10 years of the final grant funding award payment.
- Install electric vehicle charging infrastructure that is owned by a non-residential Pacific Power customer authorized to make improvements at the site.
- Utilize a contractor licensed in the state where the project will be installed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient's financial responsibility.
- Install only new equipment, which must be evident in the documentation (invoice or signed contractor proposal).
- Install a usage monitoring system that includes a mechanism for sharing station data with Pacific Power. Provide project data, including but not limited to KWh and usage data on a monthly basis for the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within 60 days of written notice if the project continues to operate but ceases to provide data.  
*Information collected may be made publicly available and used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.*
- For projects located in Oregon, grant or transfer to Pacific Power title to all Oregon Clean Fuel Program Credits generated by each of the chargers installed at the project site as a result of grant funding.

**II. USE OF GRANT FUNDS**

Apply grant funds only to upfront costs associated with the installation and activation of approved equipment and approved outreach and education expenses. Funds cannot be used to cover expenses such as fees incurred for project estimates or bids, administrative or project management costs, renewable energy equipment such as solar panels, energy storage equipment, vehicle purchase or lease, and structural or other site improvements that would occur without the installation of electric vehicle charging infrastructure, such as landscaping or re-roofing.



Final grant funding amount cannot exceed total eligible project costs. Final reimbursement may be adjusted for changes in project costs, scope, and/or funding sources.

Grant payments from PacifiCorp to non-residential customers represent taxable income to the recipient and are required to be reported to the Internal Revenue Service via a 1099 form unless the customer is exempt from 1099 reporting (i.e. corporations, tax-exempt organizations, governmental agencies).

### III. AWARD RECIPIENT DELIVERABLES

- **Quarterly updates:** Provide a quarterly progress report on the 30th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to [plugin@pacificpower.net](mailto:plugin@pacificpower.net). The first report will be due by Thursday, September 30, 2021.
- **Change requests:** Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the evaluation process.
- **Financing plan:** Demonstrate to Pacific Power's satisfaction by Thursday, September 30, 2021 via a written communication directed to [plugin@pacificpower.net](mailto:plugin@pacificpower.net) that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by Thursday, September 30, 2021, the project may forfeit its right to the funds reserved for the project.
- **Ongoing communication:** Keep the Electric Transportation Project Manager apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.
- **Project completion and reimbursement:** Upon completion of project installation and activation, complete and submit the final report form provided by Pacific Power along with required supplemental documentation and photos to [plugin@pacificpower.net](mailto:plugin@pacificpower.net). Final reporting must be submitted no more than sixty (60) days following the project's official on-line date.

*Note: Pacific Power will not be responsible for any lost documentation related to these award requirements.*

### IV. EDUCATION AND OUTREACH REQUIREMENTS

- **Pacific Power Recognition statement:** Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project, "This project was made possible with support from Pacific Power." Contact [plugin@pacificpower.net](mailto:plugin@pacificpower.net) with questions about use and modification of this language.
- **Approvals:** Seek prior approval from Pacific Power for all materials that use the Pacific Power logo.
- **Celebrations and publicity:** Celebrate the project completion through one or all of the following per the Education Plan listed in the table above: media event, tour, media advisory, press announcement, stakeholder communications. Pacific Power representatives must be provided an opportunity to participate in celebrations.



- **Permanent recognition:** Develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of Pacific Power. Pacific Power can provide samples and support the development of content and messaging.
- **Pacific Power Communications:** Allow Pacific Power to include information regarding your project in communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting customer programs.

Contact [plugin@pacificpower.net](mailto:plugin@pacificpower.net) for approvals and guidance.

## V. REIMBURSEMENT

Reimbursement will be remitted within thirty business (30) days of confirmation that all funding requirements, including reporting and documentation, have been met. Reimbursement will be remitted directly to the applicant or to their designated assignee as directed by the award recipient.

Reimbursement will be distributed once the project is complete and verified through the following steps:

- City/county permitting finalized, including electrical inspection.
- Utility has approved installation for operation (if deemed necessary by Pacific Power estimator)
- Usage data is accessible and shared with Pacific Power
- Data sharing plan is in place and will continue for the life of the project
- Final report form is submitted and approved by Pacific Power, along with:
  - Itemization of each eligible project expense – i.e. labor, permits, equipment, and materials.
  - Copies of detailed invoices documenting total and eligible costs and supporting itemization of expenses
  - Documentation of each outside funding source
  - Photos of the installation (.jpg) photos
  - Photos of signage and other educational collateral
  - Documentation of education and outreach efforts (e.g. press coverage, celebrations, etc.)

## VI. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient certifies that Recipient is a non-residential Pacific Power customer authorized to make site improvements at this location. Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Install electric vehicle charging infrastructure that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in a pro-rated amount should the project cease to be served by Pacific Power. The repayment for leaving Pacific Power's service ("Exit Repayment") will be determined by and subject to the following terms:

- Exit Repayment will be determined by the follow equation,
  - $\text{final grant funding award} \times (120 - \text{service delivery term}) / 120$ ,
- Service Delivery Term is the number of months between the month the Final grant funding award was made and the month Recipient terminated its electric service.
- For determining the repayment, the dates will be the first day of the month in which they occur.



Additionally it is understood that providing usage data is essential to this program. Accordingly, Recipient agrees to refund the award on a pro-rated basis in full should the project cease to provide usage data to Pacific Power on a monthly basis over the life of the project. If the project continues to operate but Recipient ceases to provide data to Pacific Power, Recipient is obligated to repay the pro-rated amount to Pacific Power within 60 days of written request. The repayment for ceasing to provide data (“Data Default Repayment”) will be determined by and subject to the following terms:

- Data Default Repayment will be determined by the follow equation,
  - $\text{final grant funding award} \times (60 - \text{data delivery term}) / 60$
- Data Delivery Term is number of months between the month the Final grant funding award was made and the month Recipient ceased providing data.
- For determining the repayment, the dates will be the first day of the month in which they occur.

Recipient additionally consents to Pacific Power publicly distributing this usage data.

Recipient has reviewed and understands the terms and conditions of receiving Electric Vehicle Charging Grant funding and represent and warrant to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

**Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to [plugin@pacificpower.net](mailto:plugin@pacificpower.net).

**Signature Page****Funding recipient acceptance of Grant Agreement**

City of Grandview, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an Electric Vehicle Charging Grant funding award and agree to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the electric vehicle charging infrastructure installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy consumed, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts.

Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Pacific Power Acceptance**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Grandview Social Media Policy

## Purpose

The City of Grandview will utilize existing and emerging social media, Facebook in particular, as a public service to provide information regarding city programs, services, projects, issues, events and activities. Social media is broadly defined as internet-based communications technology that serves as a gateway to convey information to a large cross section of the population.

The City Grandview encourages the use of social media, where appropriate, to share important information and to serve as an additional resource beyond the City's website. The social media accounts will not serve as a public forum to avoid violations with the OPMA (Open Public Meetings Act).

The City of Grandview has an overriding interest and expectation in deciding what is delivered on behalf of the City through social media. This policy establishes guidelines for the use of social media by City departments and elected officials.

## Policy

1. Use of any and all social media by City of Grandview departments must receive prior approval from the City Clerk or designee. All information for publishing consideration shall be sent via email to the Deputy City Clerk for consideration and edit. The Deputy City Clerk will be responsible for the content and upkeep of any official social media site.
2. The City of Grandview's website ([www.grandview.wa.us](http://www.grandview.wa.us)) will remain the City's primary and predominant internet presence.
3. The best, most appropriate City of Grandview uses of social media tools fall generally into the category of: a communication outreach tool which increases the City's ability to provide informative messages to the widest possible audience.
4. Unless otherwise approved by the City Clerk or designee, content posted to official City of Grandview social media site will also be posted on the City's official website.
5. Whenever possible, content posted to official City of Grandview social media site will contain the link directing users back to the City's official website for in-depth information, forms, public documents, or online services necessary to conduct business with the City of Grandview.

6. Designated City staff will read and understand this policy and have a signed copy of this policy on file.

7. Any additional social media sites (other than Facebook) proposed for City use must be approved by the City Council prior to activation.

8. Use of official City of Grandview social media sites shall comply with the City of Grandview's Personnel Manual, the Grandview Municipal Code, and all applicable policies, rules, and regulations of the City of Grandview.

9. Official City of Grandview social media sites are subject to State of Washington public records laws. Any and all content maintained in a social media format that is related to City of Grandview business is a public record. Content that is published and related to City business shall be maintained in an accessible format so that it can be produced in response to a request. Whenever possible, such sites shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

10. Washington State law and relevant City of Grandview records retention schedules apply to social media formats and social media content. The City Clerk's Office shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible.

11. Official City of Grandview social media sites shall include notification that the following content will not be posted on the site:

- A. Posts in support or opposition to political campaigns of any kind
- B. Profane language or content
- C. Content that promotes, fosters, or perpetuates discrimination of any kind
- D. Sexual content or links to sexual content
- E. Solicitations of commerce
- F. Conduct or encouragement of illegal activity
- G. Information that may tend to compromise the safety and/or security of the public
- H. Content that violates a legal ownership interest of any other party

Any content removed based on these restrictions must be retained, including the time and date of the posting and the identity of the poster (if available).

12. The comments and opinions expressed by users of the City's social media pages are theirs alone and do not reflect the opinions of the City of Grandview or its officers and employees.

13. City employees and/or elected officials are prohibited from disclosing any information via social media posts that may be confidential or may otherwise compromise the City.
14. Only the official City social media site may be used by City Clerk or Deputy City Clerk to conduct official City business. Inquiries from the public shall be addressed by City staff only during regular business hours and must be directly related to the original post regarding official City business.
15. City employees and/or elected officials are discouraged from using personal equipment and/or personal accounts to post information regarding official City business. All social media site posts by City employees and/or elected officials regarding official City business are subject to Washington State public disclosure laws, open meetings laws, and all other applicable laws, rules, and regulations.
16. Personal and/or private use of City equipment and/or facilities by City employees, elected officials, or others to access social media sites is prohibited.
17. This policy may be amended as necessary by approval of the City Council.
18. This policy applies to all City of Grandview departments and employees and elected officials.