

City of Calistoga

Staff Report

TO: Honorable Mayor and City Council
FROM: Derek Rayner, Senior Civil Engineer
VIA: Dan Takasugi, Public Works Director/City Engineer
DATE: August 16, 2011
SUBJECT: Consideration of a Resolution Approving an Agreement with the City of Napa and City of St. Helena to Fund one-third of the Design Services required for Dwyer Road Pump Station in the amount not to exceed \$100,000

APPROVAL FOR FORWARDING.



Richard D. Spitler, City Manager

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ISSUE: Consideration of a Resolution Approving an Agreement with the City of Napa and City of St. Helena to Fund one-third of the Design Services required for Dwyer Road Pump Station in the amount not to exceed \$100,000

RECOMMENDATION: Adopt Resolution.

BACKGROUND:

The City obtains its public water supply from two sources:

- Kimball Reservoir
- North Bay Aqueduct (NBA)

The NBA connection provides water from the State Water Project (SWP), and the City of Calistoga is a subcontractor to the Napa County Flood Control and Water Conservation District for the supply of this water. In addition, Calistoga maintains an agreement with the City of Napa, wherein the City of Napa treats the SWP water to drinking water standards and conveys the water up the Napa Valley to the location of Calistoga's wholesale water meter, which is located near Conn Creek along Silverado Trail.

22 The City of Napa treats water from two different water treatment plants for the City of
23 Calistoga:

24

- 25 • Jamison Canyon WTP
- 26 • Hennessey WTP

27

28 When water is being delivered from Jamison Canyon WTP (about half the time
29 during the year) the water pressure is significantly lower than the pressure provided
30 by the Hennessey WTP and additional pumping is required. The City of Napa
31 recently completed upgrades to their Jamison Canyon WTP and would like to run
32 this treatment plant more often.

33

34 When water is delivered from the lower pressure source (Jamison WTP), pressure is
35 not sufficient enough to convey the water all the way to Calistoga (to the suction side
36 of our Dunaweal booster pumps) and additional pumping is required. Presently,
37 intermediate booster pumping is provided from Calistoga's Pope Street Pump
38 Station, which is located alongside Silverado Trail near Pope Street in St. Helena.
39 Our Pope Street Pump Station is deficient in numerous ways, and the City has long
40 endeavored to develop a project to either improve or replace the Pope Street Pump
41 Station. Furthermore, the City's current Water Supply Permit contains and condition
42 that the City work toward improving or replacing the Pope Street Pump Station.
43 Replacement of the station is not the preferred alternative, since the existing station
44 is located in an active flood plain, is an extremely small site, and at a location where
45 radio telemetry communications with the station are often lost. A logical solution to
46 meet our Water Supply Permit condition would be to eliminate the need for the Pope
47 Street Pump Station.

48

49 Typically, when water is fed from Hennessey WTP, Calistoga does not have to run
50 the additional Pope Street pumps because there is enough pressure provided by the
51 Hennessey source for water to be delivered to the Dunaweal pumps.

52

53 The City Council approved a cost-sharing agreement with the City of Napa and City
54 of St. Helena on September 15, 2009 that authorized a one-third cost-share of the
55 Preliminary Analysis and Design of the Dwyer Road Pump Station in FY 08/09 and
56 09/10. The Feasibility Study was completed by West Yost Associates in June 2010.

57

58 **DISCUSSION:**

59

60 The Dwyer Road Pump Station (DRPS) project is proposed as a joint project, evenly
61 divided between the three Cities (City of Napa, St Helena & Calistoga). The purpose
62 of the pump station is to eliminate system pressure fluctuations to up-valley
63 customers. Dwyer Road Pump Station will create a pressure zone identical to the
64 hydraulic conditions of the higher pressure, Hennessey WTP. The pump station will
65 resolve low delivery system pressures when the City of Napa is running Jamison
66 WTP (the lower pressure source). City of Napa has completed upgrades to the

67 Jamison WTP facility and they want to run this facility more often than they have in
68 the past requiring more use of the Pope Street pump station unless DRPS is built.
69 With the improvements of DRPS, Calistoga will see constant pressures similar to
70 Hennessey WTP which will virtually eliminate the use of the Pope Street pump
71 station, unless an emergency situation arises.

72

73 More specifically, the City of Calistoga would see the following benefits:

74

- 75 • Eliminate the need for our Pope Street Pump Station (unless emergency)
- 76 • Improved water quality (less frequent cloudy-water problems)

77

78 A significant reduction in operational costs and future improvement costs to the
79 Pope Street Pump Station is anticipated.

80

81 Calistoga should experience improved water quality from our North Bay Aqueduct
82 (NBA) source. Calistoga currently experiences "cloudy water" problems when the
83 City of Napa changes their supply source between two of their water treatment
84 plants (Hennessey WTP and Jamison WTP) which frequently leads to "dirty water"
85 complaints from our citizens. Furthermore, the Hennessey reservoir will also be
86 turning over more often improving water disinfection residuals.

87

88 St. Helena will also benefit by being able to re-configure its existing "single" pressure
89 zone into a two-zone system, one supplied from the Dwyer Road Pump Station (via
90 the Hennessey Clearwell storage), and the other from the existing Louis Stralla
91 WTP. This would conserve energy, save water and possibly eliminate or
92 significantly reduce the planned upgrades at the Rutherford Pump Station.

93 St Helena City Council recently approved their portion of the design fee.

94

95 The City of Napa benefits by gaining five million dollars of active, additional storage
96 year round, provide their up-valley customers with constant and increased delivery
97 pressures, potentially reduce the need for the proposed Westside Pump Station (and
98 thereby save operational costs), and better integrate and upgrade the outdated
99 Dwyer Road facility which currently controls flow of water from Hennessey into
100 Napa.

101

102 The City Council of Napa has already approved their portion of the design fee.

103

104 **GENERAL PLAN CONFORMANCE, ENVIRONMENTAL REVIEW:**

105

106 This project complies with the General Plan Objective I-1.2 (Maintain Water Storage,
107 Conveyance and Treatment Infrastructure in good condition.)

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112 **FISCAL IMPACT:**

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114 The City of Napa has taken the lead and Calistoga and St. Helena have participated
115 in the public professional services procurement process and have mutually selected
116 West Yost Associates to conduct the 100% design of the Dwyer Pump Station. The
117 requested budget for Calistoga's share in the design fee is not to exceed \$100,000.

118

119 This commitment does not bind the City to future fiscal participation. The
120 subsequent phase of the project, construction estimated at about \$1.83 million, will
121 be discussed and negotiated among the parties at a future date. Grants and low
122 interest loans for construction will be sought to offset water enterprise funding
123 commitments.

124

125 Resources available from the budgeted Water Enterprise Capital Account (12-4131)
126 are adequate to perform the requested services.

127

128 **ATTACHMENTS:**

129

130

1. Resolution

131

2. Agreement to Fund the Design of the Dwyer Road Pump Station

RESOLUTION NO. 2011-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA AUTHORIZING THE FUNDING FOR THE DWYER PUMP STATION DESIGN AND AN MOU BETWEEN THE CITIES OF NAPA, ST. HELENA AND CALISTOGA FOR AN AGREEMENT TO FUND ONE-THIRD OF THE DESIGN OF THE DWYER PUMP STATION

1 **WHEREAS**, in 2006, the City of Napa and City of St. Helena executed a water supply
2 agreement (Resolution No. 2006-131) to deliver potable water from Napa to St. Helena for the
3 purpose of supplementing dry-year supplies and to provide below normal-year reserves for St.
4 Helena. In 2009, that agreement was amended (Resolution No. 2009-40) to double the volume of
5 water delivered, revise the schedule of the delivery, and included a statement that the City of St.
6 Helena agreed to participate in discussions related to the construction of a pump station at Dwyer
7 Road (south of Rutherford on the Napa distribution system), at such time that either Napa or Calistoga
8 requests, and to consider a funding contribution based on the project's benefit to St. Helena, and;

9 **WHEREAS**, that same year under Resolution 2009-109, the Cities of Napa, Calistoga and St.
10 Helena entered into an agreement to equally fund a preliminary analysis and design of the Dwyer
11 Pump Station, and;

12 **WHEREAS**, the Dwyer Pump Station project is proposed as a joint project between the three
13 Cities. The existing pump station is owned by the City of Napa and if upgraded will create an "Up-
14 valley pressure zone" designed to emulate the pressure created when Napa's Hennessy Plant is
15 running. This up-valley pressure zone could improve the reliability and overall versatility of the potable
16 water supply for all three of the water purveyors in the upper Napa Valley region, and;

17 **WHEREAS**, the City of Napa has taken the lead and Calistoga and St. Helena have
18 participated in the public professional services procurement process and have mutually selected West
19 Yost Associates to conduct the 100% design of the Dwyer Pump Station. The City Engineer is now
20 requesting the City Council approve a funding agreement for this design engineering phase at a not to
21 exceed cost of \$100,000 for the City of Calistoga's share in the design fee.

22 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Calistoga
23 resolves as follows:

- 24 1. Authorize the Funding for the Dwyer Pump Station Design and an MOU between the
25 Cities of Napa, St. Helena and Calistoga for an Agreement to Fund the one-third of the
26 Design of the Dwyer Pump Station not to exceed \$100,000.
- 27 2. Authorizes the City Manager to execute the required documents subject to review and
28 approval by the City Attorney.

29 **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Calistoga at a
30 regular meeting held this 16th day of August, 2011, by the following vote:

31
32 **AYES:**
33 **NOES:**
34 **ABSTAIN/ABSENT:**

JACK GINGLES, Mayor

38 **ATTEST:**

39
40 _____
41 **SUSAN SNEDDON, City Clerk**

**AGREEMENT TO FUND AND THE 100% DESIGN OF THE DWYER PUMP
STATION
AGREEMENT NO. _____**

1 **THIS AGREEMENT** (“Agreement”), is entered into as of this ____ day of ____ 2011
2 by and between the City of Napa (NAPA), the City of St. Helena (ST. HELENA), and the City
3 of Calistoga (CALISTOGA). The City of Napa, City of St. Helena and City of Calistoga are also
4 referred to herein as “Party” individually and “Parties” collectively.
5

RECITALS

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7
8 **WHEREAS**, the Parties desire to establish mutual understanding and agreement between
9 agencies with respect to their joint interests in, and effort toward, the 100% engineered design
10 for the proposed Dwyer Pump Station (DPS); and
11

12 **WHEREAS**, the goals of the DPS may include, but are not limited to the following:
13

- 14 1. To improve the pressure of the up-valley portion of the City of Napa’s Water
15 system by pumping water from the proposed pump station location to the
16 Hennessey Treatment Plant clearwell located on Sage Canyon Road when
17 Hennessey Treatment Plant is not in operation.
18
- 19 2. To insure the proposed pump station meets the needs of each parties’ existing
20 water system.
21

22 **WHEREAS**, the Parties hereby agree that the next step toward the construction of the
23 proposed Dwyer Pump Station will require the services of a consultant to engineer the 100%
24 design of the pump station improvements; and
25

26 **WHEREAS**, NAPA agrees to be the administrator for the initial scope of services to be
27 performed by consultant; and
28

29 **WHEREAS**, ST. HELENA and CALISTOGA agree to support this effort and reimburse
30 NAPA according to the cost share allocation included in this Agreement; and
31

32 **WHEREAS**, the Parties acknowledge that full development and implementation of the
33 DPS will likely require additional efforts, and the calculation or negotiation of the Parties’
34 proportional cost reimbursement may vary in subsequent project phases, therefore limiting the
35 term of this Agreement to the project phase as described herein; and
36

37 **WHEREAS**, the Parties intend to make a good faith effort to negotiate amendments to
38 extend the term of this Agreement for future project phases as necessary to fully implement the
39 DPS.
40

41 **NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the
42 Parties agree as follows:

43
44 **TERMS**
45

46 1. **Term of the Agreement.** The term of this Agreement commences on June 1, 2011 or
47 after this Agreement is signed by NAPA, ST. HELENA and CALISTOGA, whichever is later,
48 and terminates on June 30, 2012, unless terminated earlier in accordance with Paragraph 7,
49 except that any Party's obligations arising prior to termination shall survive until fulfilled. The
50 term of this Agreement shall be automatically renewed for an additional year at the end of each
51 year, under the terms and conditions then in effect, unless either party gives the other party
52 written notice of intention not to renew no less than thirty (30) days prior to the expiration of the
53 then current term.
54

55 2. **The Parties' Obligations.** NAPA shall administer a contract with consultant **West Yost**
56 **Associates** to conduct the scope of services as provided in Exhibit A. NAPA shall provide to
57 each party the deliverables identified in Exhibit "A," and NAPA shall ensure that the
58 deliverables provided by the Consultant address any timely comments provided by the parties.
59 NAPA shall work with all parties in order to establish a schedule for performance of the tasks
60 required by this Agreement, including a reasonable opportunity for each party to provide
61 comments on draft documents.
62

63 3. **Parties' Proportional Cost Reimbursement Obligations.** ST. HELENA and
64 CALISTOGA shall reimburse NAPA for their proportional costs for the scope of work in Exhibit
65 A in accordance with the method described in Exhibit B, attached hereto and hereby
66 incorporated by reference. The total obligation of all parties under this agreement shall not
67 exceed \$270,000 (\$90,000 each) unless modified in writing in accordance with the Agreement.
68

69 4. **Method and Timing of Reimbursement.** NAPA shall provide for strict accountability
70 of all funds and report all receipts and disbursements. Each Party to this Agreement shall be
71 invoiced on a monthly basis following the execution of this agreement by NAPA for the
72 proportional costs described in Section 3 hereof. Payment shall be made in full by each Party to
73 NAPA's administrative offices on or before the close of business on the 30th day following the
74 date of the invoice. If any party fails, without reasonable cause, to make payment within the
75 prescribed time, the costs so invoiced shall be increased by the amount of a late penalty. Such
76 penalty on the unpaid balance shall be calculated at the rate earned by NAPA's Treasurer for
77 pooled funds invested. Unused funds, if any, will be returned to each Party in proportion to that
78 described in Section 3 within 90 days of project completion.
79

80 5. **Reserved**
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82 6. **Hold Harmless/Defense/Indemnification.** Each party shall defend, release, indemnify
83 and hold harmless each other party as well as their respective officers, agents and employees
84 from any claim, loss, liability penalty, demand or expense including without limitation, those for
85 personal injury (including death), damage to property or for costs of remediation or other actions
86 needed to correct or abate any violation of federal, state or local law, regulation or permit
87 provision arising out of or connected with any acts or omissions of that party or its officers,

88 agents, or employees when performing any obligations or exercising any rights under this
89 Agreement or development of the DPS.

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91 **7. Termination for Cause and Non-Appropriation.**

92 (a) **Termination for Cause.** If any party shall fail to fulfill in a timely and proper
93 manner that party's obligations under this Agreement, including each party's Proportional Cost
94 Reimbursement Obligation or otherwise breach this Agreement and fail to cure such failure or
95 breach within thirty (30) days of receipt of written notice from the other party describing the
96 nature of the failure or breach, the non-defaulting party may, in addition to any other remedies it
97 may have, terminate this Agreement by giving thirty (30) days written notice to the defaulting
98 party in the manner set forth in Paragraph 9 (Notices).

99
100 (b) **Termination for Non-Appropriation.** This Agreement may be terminated by
101 any of the PARTIES if despite that Party's best efforts, that Party is unable to appropriate
102 sufficient funds in any fiscal year to meet its financial obligations under this Agreement.
103 Termination under this paragraph shall be effective only after the terminating party has given no
104 less than thirty (30) days written notice of such termination to all other parties specifying the
105 effective date thereof. Upon termination by any party, that party's share of any administrative
106 costs borne by NAPA shall be shared by the remaining parties pursuant to the formula described
107 in Exhibit B.

108
109 **8. No Waiver.** The waiver by any party of any breach or violation of any requirement of
110 this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the
111 breach of any other requirement of this Agreement.

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113 **9. Notices.** All notices required or authorized by this Agreement shall be in writing and
114 shall be delivered in person or by deposit in the United States mail, by certified mail, postage
115 prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or
116 communication that any party desires to give the other parties shall be addressed to the other
117 parties at the address set forth below. Any party may change its address by notifying the other
118 parties of the change of address. Any notice sent by mail in the manner prescribed by this
119 paragraph shall be deemed to have been received on the date noted on the return receipt or five
120 days following the date of deposit, whichever is earlier.

121
122 Joy Eldredge, P.E.
123 Water Division General Manager
124 City of Napa
125 Department of Public Works
126 P.O. Box 660
127 Napa, CA 94559

128
129 John Ferons, P.E.
130 Director of Public Works
131 City of St. Helena
132 1480 Main Street
133 St. Helena, CA 94574

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137 Dan Takasugi, P.E.
138 Director of Public Works/City Engineer
139 City of Calistoga
140 1232 Washington Street
141 Calistoga, CA 94515
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143 **10. Interpretation; Venue.**

144 (a) **Interpretation.** The headings used herein are for reference only. The terms of
145 the Agreement are set out in the text under the headings. This Agreement shall be governed by
146 the laws of the State of California without regard to the choice of law or conflicts.
147

148 (b) **Venue.** This Agreement is made in Napa County, California. The venue for any
149 legal action in state court filed by a party to this Agreement for the purpose of interpreting or
150 enforcing any provision of this Agreement shall be in the Superior Court of California, County of
151 Napa, a unified court. The venue for any legal action in federal court filed by a party to this
152 Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying
153 within the jurisdiction of the federal courts shall be the Northern District of California. The
154 appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement
155 shall be Napa County, California; however, nothing in this sentence shall obligate a party to
156 submit to mediation or arbitration any dispute arising under this Agreement.
157

158 **11. Authority to Contract.** Each party warrants hereby that it is legally permitted and
159 otherwise has the authority to enter into and perform this Agreement.
160

161 **12. Conflict of Interest.** Each party covenants that it presently has no interest and shall not
162 acquire any interest, direct or indirect, which would conflict in any manner or degree with the
163 performance of its services hereunder. Each party further covenants that in the performance of this
164 Agreement, no person having any such interest shall be employed.
165

166 **13. Reserved**
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168 **14. Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to
169 create any rights in third parties and the parties do not intend to create such rights.
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171 **15. Attorney's Fees.** In the event that a party commences legal action of any kind or
172 character to either enforce the provisions of this Agreement or to obtain damages for breach
173 thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable
174 attorney's fees incurred in connection with such action.
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176 **16. Severability.** If any provision of this Agreement, or any portion thereof, is found by any
177 court of competent jurisdiction to be unenforceable or invalid for any reason, such provision
178 shall be severable and shall not in any way impair the enforceability of any other provision of
179 this Agreement.

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17. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

18. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties.

19. **Execution by Counterparts.** This Agreement may be executed on behalf of the respective parties in one or more counterparts all of which collectively shall constitute one document and agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

CITY OF NAPA

By: _____
JACQUES R. LaROCHELLE,
Public Works Director

ATTEST:
DOROTHY ROBERTS, Napa City Clerk

By: _____

COUNTERSIGNED:
ANN MEHTA, City Auditor

By: _____

APPROVED AS TO FORM:
MICHAEL BARRETT, Napa City Attorney

By: _____

CITY OF ST. HELENA

By: _____
John Ferrons, City Manager

ATTEST: DELIA GUIJOSA
St. Helena City Clerk

By: _____

APPROVED AS TO FORM:
_____, City Attorney

By: _____

CITY OF CALISTOGA

By: _____
Richard D. Spitler, City Manager

ATTEST: SUSAN SNEDDON
Calistoga City Clerk

By: _____

APPROVED AS TO FORM:
MICHELLE KENYON, Calistoga City
Attorney

By: _____

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EXHIBIT A

Proposal from West Yost Associates

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EXHIBIT B

PROPORTIONAL COST REIMBURSEMENT

Dwyer Pump Station 100% Design Cost Allocations

NOTES:

1. The amounts shown below are for this particular **\$270,000** work scope effort with **West Yost Associates**.
2. The amounts shown below shall not be considered binding for future DPS activities. Future cost allocation percentages for DPS planning shall be negotiated from time to time based upon the specific work effort, agency involvement, project elements involved and potential returns from grant dollars received.

Agency	Initial Scope:	<u>Not to Exceed</u> <u>\$270,000</u>
City of Napa	33.3%	
St. Helena	33.3%	
City of Calistoga	33.3%	
	100%	\$