

CARSON TRUCKEE WATER CONSERVANCY DISTRICT

Regular Meeting
January 14, 2020

DIRECTORS:

Todd Westergard
John Capurro
Mike Nevin
Ernie Schank
John Enloe
Tyler Henderson

ABSENT:

Karen Baggett
Ed James
Ty Minor
Pete Olsen

GUESTS:

Leo Bergin, Attorney
Lori Williams, Engineer
Ron Penrose, Superintendent
Chad Blanchard, FWM
Staff

1. CALL ANNUAL MEETING TO ORDER -

President Westergard called the Regular meeting to order at 10:00 a.m.

2. PUBLIC COMMENT – None

3. APPROVE AGENDA –

Director Schank made a motion to approve the posted agenda; seconded by Director Enloe; motion carried.

4. APPROVAL OF MINUTES AND CHECKS WRITTEN –

Director Capurro made a motion to approve the November 2019 Minutes and financial statements as submitted and checks written on Bank of America #9606- #9612 and Nevada State Bank #2969 - #2975, motion seconded by Director Nevin; motion carried.

5. FEDERAL WATERMASTER'S REPORT – Chad Blanchard

*A complete copy of the Water Report is available at
District Offices or on the internet at troa.net.*

6. DISCUSSION AND POSSIBLE BOARD DIRECTION REGARDING ENCROACHMENTS, PERMITS AND REQUESTS– Lori Williams

See Engineer's Report

See Martis Creek Agreement, which is referenced in this agenda item

Ms. Williams provided the Board with pictures of various debris by homeless camps. The debris impedes the entrance into the River for actual removal of large trees that have fallen into the River. Some of the camps are encroachments themselves as they fall within the 14,000 cfs flow parameters. The Martis Creek Agreement specifies that the District maintain the 14,000 cfs but clearly the District has no enforcement capabilities. The City of Reno does have enforcement capabilities and have been used in the past to assist and stand-by while debris has been removed. The debris that comes from the homeless camps in the form of tents and large boxes along with the tree debris could make for a large dam and back up the water. The City and the County provided assurances for the Martis Agreement. Ms. Williams feels that some of the City employees do not even know that they have assurances to the Martis Agreement. Ms. Williams recommends contacting John Flansberg, Director of Public Works at the City of Reno or someone at the City of Reno and advise them that they agreed to providing

the assurances to the Martis Creek Agreement.

Attorney Bergin stated that the District does not have the police power to do anything. The District does not have the money for a clean up cost either. Are the tents in the flood channel, Ms. Williams said yes, they are in the flood channel.

Director Henderson stated that Washoe County does handle the solid waste and can be contacted to handle.

Director Westergard stated that this District does not have jurisdiction as far as enforcing any cleaning ordinance laws. Perhaps we have the authority to remove debris in the flood channel but not to act against people who are creating said debris. We do not have any place getting involved in the homeless issue. What we do have is a responsibility of keeping the flood channel clear. Mr. Westergard feels that the place to start is with local jurisdiction staff.

Director Schank asked what happens if the District were to be found in breach of the Martis Agreement and it was taken away? What problems does that pose for the City of Reno because there is no one to maintain a channel and no agreement in place. The safety of the citizens is largely protected by the Martis Creek Agreement. Mr. Schank feels that it is our duty to talk to the City Staff and if that doesn't do anything we have to evaluate then see if we must talk to the elected officials. The City has signed the Agreement and therefore have a duty.

Superintendent Penrose said that as far as public safety when he and Ms. Williams go out to do an inspection of the River there is some liability as you do not know who you are going to run into as well as hypodermic needles that are laying around. There are concerns for the safety of those doing the inspections as well as those removing debris.

- ❖ Director Schank made a motion that Superintendent Penrose and Engineer Williams meet with the appropriate City of Reno officials and apprise them of the problem that we have and that they have provided assurances to the Army Corps of Engineers in an Agreement that was made in 1956 (The Martis Creek Agreement). And that they apprise City Staff at that meeting that a letter from the District will be forthcoming concerning the issue; seconded by Director Enloe; motion carried.

7. DISCUSSION AND POSSIBLE BOARD DIRECTION REGARDING MAINTENANCE DEBRIS REMOVAL WORK, EMERGENCY DEBRIS/DEPOSIT REMOVAL WORK – Lori Williams

See Engineer's Report

A copy of the USACE report was forwarded to all Directors and is available at District Offices. There are still a couple trees that need to be removed from the banks and we are coordinating with Reno and property owners.

8. DISCUSSION AND POSSIBLE ON REQUEST FROM JACOBS ENGINEERING TO SIGN A SUB-CONTRACT AGREEMENT – Lori Williams

See Engineer's Reports

Copy of the Agreement available at District Offices

The District had invoiced NDOT for \$7,850 for the permit review for their encroachment permit which has been issued. NDOT has advised the District that the invoice has been forwarded to their engineers (Jacobs Engineering). The invoice is not in question it is a matter of how to pay it. District offices received a sub-contract agreement from Jacobs that needs to be signed for the District to get paid.

Attorney Bergin has reviewed the contract and states that while it is an awkward way to get paid and we are not a subcontractor to Jacobs, but it is probably best to sign and move forward with getting paid.

Director Westergard's concern is are we assuming any liability for the project? Ms. Williams advised that we reviewed what Jacobs submitted on behalf of NDOT.

Attorney Bergin stated that the District is signing the agreement for expediency of payment and what we were required to do to provide this information for the benefit of the State to show the cost the District incurred for review of the permit application and permit issuance for the project.

- ❖ Director Schank made a motion to have the Superintendent sign the agreement; seconded by Director Capurro; motion carried.

9. ENGINEER/CONSULTANT REPORT – Lori Williams

See Engineer's Report

Ms. Williams advised the Board that she is going to be retiring. She will be transition off her big clients of which the District is one. Ms. Williams will be still be around and she recommends continuing with Tri Sage.

The District's has a contract with Tri Sage which will be reviewed and discussed at the next meeting as to how this is to be handled.

10. SUPERINTENDENT REPORT – Ron Penrose

Nothing to report

11. LEGAL COUNSEL REPORT – Leo Bergin

Nothing to report

12. SECRETARY/TREASURER REPORT – Mary Pat Eymann

Nothing to report

13. PUBLIC COMMENT - None

14. BOARD COMMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Future Agenda Item Requests:

- Review Engineering Firm Contract and discuss.

Board Comments:

- Director Schank – The work at Derby Dam of installing a screen is proceeding ahead of schedule.

15. ADJOURNMENT -

There being no further business, President Westergard asked for a motion to adjourn the meeting. Director Schank moved to adjourn, Director Capurro, seconded said motion, motion carried.

****The next meeting will be Tuesday, February 11, 2020 at 10:00 a.m.****

Todd Westergard,
President

Mary Pat Eymann,
Secretary/Treasurer