

1 MINUTES OF THE MEETING OF THE
2 SABINE RIVER AUTHORITY
3 STATE OF LOUISIANA
4 BOARD OF COMMISSIONERS
5 CYPRESS BEND RESORT LEARNING CENTER
6 2000 CYPRES BEND PARKWAY
7 MANY, LA 71449
8 1:00PM THURSDAY, FEBRUARY 23, 2023
9

10
11 MEMBERS PRESENT:

12 Mr. Jimmy Foret, Jr, Chairman
13 Mr. Ned Goodeaux, Vice-Chairman
14 Mr. Byron Gibbs, Secretary
15 Mr. Shane Jeane
16 Mr. Mike McCormic
17 Mr. Kevin Mitchell
18 Mr. Therman Nash
19 Mrs. Estella Scott
20 Mr. Stanley Vidrine

21 MEMBERS ABSENT:

22 Mr. Kenneth Ebarb
23 Mr. Jeremy Evans

24 OTHERS PRESENT:

25 Warren Founds, Executive Director-SRA, Many, LA
26 Becky Anderson, Adm Asst 5-SRA, Many, LA
27 Kellie Ferguson, Adm Prog Dir 3-SRA, Many, LA
28 Alan Fulton, Eng. Intern 1-SRA, Many, LA
29 Chad Strother, Land Specialist 3-SRA, Many, LA
30 There were 8 visitors.
31

32 Mr. Foret called the meeting to order. Mr. Nash offered the Prayer and Mr. Foret
33 led the Pledge. The roll was called and it was noted that Mr. Ebarb and Mr. Evans were
34 absent however, a quorum was established.

35 Mr. Foret asked if there were any additions or deletions to the circulated agenda?
36 Mr. Founds stated that staff would like to request to add under New Business, Item #2-
37 Adopt Resolution for Hiring Taylor, Porter, Brooks, & Phillips, LLC as legal counsel for
38 the out-of-state water sales. Mr. Gibbs moved, seconded by Mr. Jeane to amend the
39 circulated agenda and adopt the amended agenda. Motion carried unanimously.

40 Mr. Foret stated that the minutes of the January 23, 2023 meeting were in the
41 packet and asked for a motion to approve the minutes if there were no corrections.

42 Mr. Mitchell moved, seconded by Mrs. Scott to approve the minutes of the Board
43 meeting of January 23, 2023 as circulated. Motion carried unanimously.

44 STAFF REPORTS: Item #1-TBPJO- Power House Operations: Mr. Fulton

45 stated that at the Power House, there were a total of 1,020 hours generated in January and
46 720 hours as of February 15th. He stated that year-to-date, total generation was 65,686.4

47 MWH through February 15th. He stated that update on the power house step-up

1 transformer replacement project is that the drilling and pouring the concrete piers has
2 begun. **Reservoir Levels/Status:** The average reservoir level through January was
3 169.19' msl and to-date February 15th, it is 171.56' msl. Through the month of February,
4 attempts will be made to keep the reservoir near a level of 169' msl. Spillway Electrical
5 Repair Project, he stated that a meeting was held on January 31st to review the plans and
6 specs and revisions were suggested. He stated that once these revisions to the plans are
7 complete, a date will be set for pre-bid meetings. **FERC/NERC/SERC:** Certrec
8 Corporation continues to provide support to SRA-TX and SRA-LA for
9 NERC/SERC/FERC compliance issues for Power House.

10 **Item #2-Shoreline: Permitting Activity:** Mr. Strother stated that from
11 January 19th, 2023 thru February 16, 2023, there were (5) new structure permits, (25)
12 transferred structure permits, (0) new water withdrawal(s), (5) transferred water
13 withdrawals, (6) cancelled water withdrawals, (0) shoreline improvements
14 (dredge/erosion control), (32) approved final inspections and (0) failed final inspection.

15 **NORTH-Converse area:** 0-new structures; 2-transferred structures; 0-transferred water
16 withdrawals and 0-cancelled water withdrawal. **NORTH-Noble area:** 0 new structures;
17 0-transferred structures; 0-new water withdrawal; 0-transferred water withdrawal and 0-
18 cancelled water withdrawal; **NORTH-Zwolle area:** 1-new structures; 4-transferred
19 structure; 0-new water withdrawal; 0 -transferred water withdrawal; 2- cancelled water
20 withdrawal. **MID LAKE-Many area:** 4-new structures; 13-transferred structures; 0-
21 new water withdrawal; 3-transferred water withdrawal; 2-cancelled water withdrawals; 0-
22 shoreline improvements. **SOUTH-Florien:** 0-new structures; 6-transferred structures; 0-
23 new water withdrawal; 2-transferred water withdrawal and 1-cancelled water withdrawal.

24 **FLOWAGE EASEMENTS:** He stated that "Killin Time" Subdivision is being
25 developed with 67 lots located in Section 21 of T4n-R12W and the new Sunset
26 Subdivision is being developed with 13 lots located in Section 2, of T6n-R13W.

27 **ENCROACHMENT PROGRAM:** Mr. Strother stated that no change to report. He
28 stated that there no other issues to report at this time.

29 **Item #3-Operational:** Mr. Carr stated that the maintenance crew continues to
30 maintain the buildings and grounds at all parks. He stated that the buoy crew has been
31 out replacing missing and out-of-place buoys. He stated that there are 180 miles of

1 marked boat lanes on the reservoir using over 10,000 buoys. He stated that the
2 wastewater project is about 90% complete at Pleasure Point Park. He stated that the lift
3 station has been installed and tested and the 3,500 feet of main installation is complete.
4 He stated that most of the RV pads have been connected. He stated that this project
5 should be completed by the end of the month. He stated that the SRA crew went to
6 Sulphur to plug a levee break. **SRD:** Mr. Carr stated that the report was handed out to
7 each member and he would answer any questions. He stated that there had been a break
8 in one of the levees on the canal system. He stated that the SRA crew went down to
9 make repairs and were able to stop the water, but the area was too wet to complete the job
10 so the crew returned on Wednesday to complete the repair. He stated that due to the
11 weather, Ozan Ditch Bridge Crossing has not allowed for this site to be assessed;
12 therefore, this project has not been done. He stated that the pumps, drives and motors
13 have been installed. He stated that staff met with EATON Electrical to conduct a walk
14 down of the job and identified LOTO points. He stated that staff will continue to work
15 with EATON representatives to identify a start date. He stated that staff would like to
16 have this project completed by the second week of March 2023. He stated that staff
17 reported no outages since the last report.

18 **Financial Report:** Mrs. Ferguson stated that Mr. Medlock would be retiring
19 next April and he's going to introduce his replacement. Mr. Medlock introduced Mr.
20 Jan-Calvin PeBenito. She stated that the financial reports were not circulated within the
21 meeting packet. She stated that for the Toledo Bend Division revenues for January 2023
22 were \$1,499,709.12, expenses were \$916,220.79, showing a profit of \$583,488.40. She
23 stated that for the Diversion Canal Division revenues for January 2023 were \$554,877.82,
24 expenses were \$295,159.02, leaving a profit of \$259,718.80. She stated that the total
25 spent at Cypress Bend for the month of January was \$42,025.15 of the \$473,881.99
26 budgeted amount and year-to-date funds expended have been \$319,360.26. **Mr. Gibbs**
27 **moved, seconded by Mr. Jeane to approve staff reports as circulated and presented.**
28 **Motion carried unanimously.** Mrs. Ferguson stated that a check had been received
29 from FEMA for \$4.5 million which is actually a payment for the damages from the
30 hurricane in 1996; however, our total cost of the clean-up and repairs was \$6 million.

1 **SPECIAL REPORTS:** Mr. Randy Rolland, general manager of Cypress Bend
2 Resort addressed the Board concerning the pending renovations of the Conference Center
3 and Hotel. He stated that Mitchell, Carlson & Stone, the same firm that designed the
4 Conference Center and hotel, had been hired to develop the plans for the renovations. He
5 stated that all bathrooms would be updated. He continued that he had samples of the new
6 flooring, draperies and wall colors, etc. laying on a table for everyone to review. He
7 stated that initially the renovations of the hotel as well as the golf course were to be
8 completed by March 31st; however, due to loss revenues from the golf course closure,
9 issues with construction materials and prices, and the longer than expected re-opening of
10 the golf course, ALH, No.5 would like to ask for an extension until August 31st to
11 complete the renovations. Mr. Josh Hicks was introduced as the new golf superintendent.
12 **Mr. Gibbs moved, seconded by Mrs. Scott to approve giving ALH, No. 5 an**
13 **extension to August 31, 2023 to complete the renovations to the Cypress Bend**
14 **Resort & Conference Center. Motion carried unanimously.**

15 **PUBLIC COMMENTS: None.**

16 **OLD BUSINESS: Item #1-Discuss Out-of-State Water Sales:** Mr. Founds
17 stated that in your packet was a list of items that were “key” points to this discussion of
18 an Out-of-State Water Sales Contract. He stated that the some of the main things
19 everyone needs to be aware of are that SRALA would be supplying all the water in this
20 sale and the water being requested in the sale is 800,000 acre feet; however, if it is felt
21 that we should only provide 600,000 acre feet that would leave SRALA approximately
22 300,000 acre feet for future water sales. He stated that there would be a \$3million dollar
23 reservation fee, paid to SRALA, within the first year of the signing this agreement and
24 after the agreement has been signed by all parties required by State law for out-of-state
25 water sales. He stated that the \$3,000,000 reservation fee would be due each year for the
26 first ten years of the agreement or until the purchaser began taking water, at which time
27 the terms of the contract would then go into effect. He stated that both agencies SRATX
28 and SRALA would both have to approve the contract, and each agency would share
29 equally in the funds received from the sale of Toledo Bend Reservoir water as per the
30 Sabine River Compact. He stated that SRATX would have to approve and understand
31 the meaning of “Reservation Fee” and not “water sold fee”. He stated that as proposed
32 reservation fees would remain with SRALA only. He stated that SRALA currently

1 adjusts the price of Toledo Bend Industrial Water every five years using the CIP and
2 would continue to do so. He stated that the FERC approved Drought Contingency Plan
3 would be included by reference and shall be added as an attachment to the contract. **Mr.**
4 **Goodeaux moved, seconded by Mr. McCormic to approve moving forward with**
5 **finalizing an Out-of-State Water Sales Contract and Reservation as long as the**
6 **amount of reserved water is stated as 600,000 acre feet. Motion carried**
7 **unanimously.**

8 **NEW BUSINESS: Item #1-Adopt Resolution for Written Authority:** Mrs.
9 Ferguson stated that this resolution was circulated in the meeting packet. She stated that
10 the Executive Director has signed right-of-ways, servitudes, easements and those type of
11 documents. She stated that an individual who bought property on the reservoir asked for
12 a copy of a resolution giving the general manager/executive director the authority to sign
13 any documents concerning the normal daily operational legal instruments. She stated that
14 staff researched the issue prepared this resolution that gives the General
15 Manager/Executive Director the authority to execute written documents on behalf of the
16 agency. **Mr. Jeane moved, seconded by Mr. Vidrine to adopt the resolution of**
17 **written authority for the General Manager/Executive Director to sign written legal**
18 **documents of daily operations on behalf of the Agency. Motion carried**
19 **unanimously.**

20 **Item #2-Adopt Resolution for Hiring Taylor, Porter, Brooks, & Phillips,**
21 **LLP:** Mrs. Ferguson stated that the State's Auditor requested that this resolution be
22 signed before approving the fee increase from \$225 per hour (state rate) to \$415 per hour
23 while representing SRALA during the negotiations of the Out-of-State Water Sales
24 contract. She stated that this contract would be retroactive to January 1, 2023 and end on
25 November 30, 2024. **Mr. Gibbs moved, seconded by Mr. McCormic to adopt the**
26 **resolution approving the fee increase from \$255 per hour to \$415 per hour for legal**
27 **counsel to be performed by Taylor, Porter, Brooks, & Phillips, LLP here**
28 **represented by Mr. John McDermott for negotiations of an Out-of-State Water**
29 **Sales Contract only. Motion carried unanimously.**

30 **COMMITTEE REPORTS:**

31 **1) Diversion Canal: No Meeting.**

- 1 2) Toledo Bend Division: No Meeting.
2
3 3) Parks: No Meeting.
4 4) Finance: No Meeting.
5 5) Cypress Bend Golf Resort: No Meeting.
6 6) Toledo Bend Project Joint Operations: No Meeting.


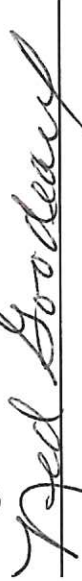
7 LEGAL REPORT: None.

8 **EXECUTIVE DIRECTOR'S REPORT:** Mr. Founds stated that probably by
9 the next meeting, there could possibly be a final draft for review of the water sales
10 contract which will have to be reviewed by SRA Texas as well. He stated that once the
11 contract draft is received, then a date and time for a meeting of the TBPJO Board would
12 be scheduled. **Mr. Gibbs moved, seconded by Mrs. Scott to approve the Executive
13 Director's report as presented. Motion carried unanimously.**

14 Mr. Foret stated that the next meeting would be Thursday, March 23, 2023 at
15 1PM at the Cypress Bend Resort Learning Center 2000 Cypress Bend Parkway Many,
16 L.A.

17 With no further business to discuss, Mr. Foret asked for a motion to adjourn. **Mr.
18 Gibbs moved, seconded by Mrs. Scott to adjourn. Motion carried unanimously.**

19 **Meeting adjourned at 2:40p.m.**

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21 
22 _____
23 **JAMES FORET, JR., CHAIRMAN**
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25 
26 _____
27 **NED GOODEAUX, VICE-CHAIRMAN**

28 **ATTEST:** 
29 _____
30 **BYRON GIBBS, SECRETARY**

RESOLUTION

THE SABINE RIVER AUTHORITY, STATE OF LOUISIANA, BOARD OF COMMISSIONERS, IN ITS REGULAR MEETING OF FEBRUARY 23 2023, DID PASS THE FOLLOWING RESOLUTION:

BE IT RESOLVED by vote of the Board of Commissioners of the Sabine River Authority that, in accordance with Sabine River Authority's Bylaws, General Manager/Executive Director, is hereby delegated/appointed, such that he has full power and authority to manage the affairs of the Sabine River Authority, which power includes the authority, without limitation, to execute any and all written instruments, agreements, documents, deeds, right-of-ways, easements, servitudes, contracts, and other instruments of whatever nature in accordance with the operations of the Sabine River Authority.

BE IT FURTHER RESOLVED this day that the Secretary of the Sabine River Authority, is hereby directed to execute an authentic act evidencing this delegation status to the General Manager/Executive Director.

Motion for adoption of this Resolution made by Mr. JEANE, seconded by

Mr. VIDRINE.

YEAS: 9 **NAYS:** 0 **ABSENT:** 2

THEREFORE, the above Resolution is hereby adopted by the Board of Commissioners, Sabine River Authority, State of Louisiana, this 23rd day of February 2023, to become part of the official public records of the Sabine River Authority.


JAMES FORET, JR, CHAIRMAN


NED GOODEAUX, VICE-CHAIRMAN

ATTEST: 
BYRON GIBBS, SECRETARY

RESOLUTION

THE SABINE RIVER AUTHORITY, STATE OF LOUISIANA, BOARD OF COMMISSIONERS, IN ITS REGULAR SCHEDULED MEETING OF FEBRUARY 23, 2023, DID PASS THE FOLLOWING RESOLUTION:

WHEREAS, the Sabine River Authority operates Toledo Bend Reservoir jointly with the Sabine River Authority of Texas and each state is entitled to one-half the firm yield of water annually as per the Federal Sabine River Compact between the State of Louisiana and the State of Texas.

WHEREAS, the Sabine River Authority, has water available for sale and is statutorily required to gain certain approvals prior to an out of state sale,

WHEREAS, the Sabine River Authority, has been requested to furnish 800,000 acre feet of water to the State of Texas and as a result, needs expert advice and guidance from legal counsel in the negotiations and contract drafting to ensure the State of Louisiana and Sabine River Authority's interest are protected,

WHEREAS, the Sabine River Authority request that John McDermott with the firm Taylor, Porter, Brooks & Phillips, L.L.P., be hired to represent the Authority,

WHEREAS, the Sabine River Authority request that the hourly rate be \$415.00 which is above the approved rate of \$225 by the Attorney General, however, the Sabine River Authority of Texas has agreed to pay one-half (1/2) of the legal fees paid to Taylor, Porter, Brooks & Phillips, L.L.P.

WHEREAS, the Sabine River Authority would fix the term of the contract beginning on January 1, 2023 and ending on November 30, 2024.

WHEREAS, the scope of this legal representation does not involve federal claims,

WHEREAS, this resolution is effective immediately; and

THEREFORE, BE IT RESOLVED that **SABINE RIVER AUTHORITY**, pursuant to La. R.S. 42:262, does hereby retain and employ **TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.** as special counsel and gives the Executive Director authority to sign the contract; and

BE IT FURTHER RESOLVED, that this Resolution and proposed contract described herein be submitted to the Attorney General for the State of Louisiana for approval.


The resolution having been submitted to a vote, the vote there was as follows:

YEAS: 9
NAYS: 0
ABSENT: 2
NOT VOTING: 0

Motion for adoption of this resolution made by MR. GIBBS, seconded by Mr. McCormick.

Whereupon, the above resolution is hereby adopted by the Board of Commissioners, Sabine River Authority, State of Louisiana, this 23rd day of February, 2023, to become a part of the official public records of the Sabine River Authority.

I, Jimmy Foret, Chairman of the Sabine River Authority, under authority vested in me under the law, hereby certify the above and foregoing to be a true and exact copy of the resolution adopted by the Sabine River Authority at its meeting held February 23, 2023, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect


JIMMY FORET, Chairman

Attest:

BYRON GIBBS, Secretary