



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

11 **Item #2-Shoreline: Permitting Activity:** Mr. Strother stated that from  
12 January 19<sup>th</sup>, 2023 thru February 16, 2023, there were (5) new structure permits, (25)  
13 transferred structure permits, (0) new water withdrawal(s), (5) transferred water  
14 withdrawals, (6) cancelled water withdrawals, (0) shoreline improvements  
15 (dredge/erosion control), (32) approved final inspections and (0) failed final inspection.  
16 **NORTH-Converse area:** 0-new structures; 2-transferred structures; 0-transferred water  
17 withdrawals and 0-cancelled water withdrawal. **NORTH-Noble area:** 0 new structures;  
18 0-transferred structures; 0-new water withdrawal; 0-transferred water withdrawal and 0-  
19 cancelled water withdrawal; **NORTH-Zwolle area:** 1-new structures; 4-transferred  
20 structure; 0-new water withdrawal; 0 -transferred water withdrawal; 2- cancelled water  
21 withdrawal. **MID LAKE-Many area:** 4-new structures; 13-transferred structures; 0-  
22 new water withdrawal; 3-transferred water withdrawal; 2-cancelled water withdrawals; 0-  
23 shoreline improvements. **SOUTH-Florien:** 0-new structures; 6-transferred structures; 0-  
24 new water withdrawal; 2-transferred water withdrawal and 1-cancelled water withdrawal.  
25 **FLOWAGE EASEMENTS:** He stated that “Killin Time” Subdivision is being  
26 developed with 67 lots located in Section 21 of T4n-R12W and the new Sunset  
27 Subdivision is being developed with 13 lots located in Section 2, of T6n-R13W.  
28 **ENCROACHMENT PROGRAM:** Mr. Strother stated that no change to report. He  
29 stated that there no other issues to report at this time.

30 **Item #3-Operational:** Mr. Carr stated that the maintenance crew continues to  
31 maintain the buildings and grounds at all parks. He stated that the buoy crew has been

1 out replacing missing and out-of-place buoys. He stated that there are 180 miles of  
2 marked boat lanes on the reservoir using over 10,000 buoys. He stated that the  
3 wastewater project is about 90% complete at Pleasure Point Park. He stated that the lift  
4 station has been installed and tested and the 3,500 feet of main installation is complete.  
5 He stated that most of the RV pads have been connected. He stated that this project  
6 should be completed by the end of the month. He stated that the SRA crew went to  
7 Sulphur to plug a levee break. **SRD:** Mr. Carr stated that the report was handed out to  
8 each member and he would answer any questions. He stated that there had been a break  
9 in one of the levees on the canal system. He stated that the SRA crew went down to  
10 make repairs and were able to stop the water, but the area was too wet to complete the job  
11 so the crew returned on Wednesday to complete the repair. He stated that due to the  
12 weather, Ozan Ditch Bridge Crossing has not allowed for this site to be assessed;  
13 therefore, this project has not been done. He stated that the pumps, drives and motors  
14 have been installed. He stated that staff met with EATON Electrical to conduct a walk  
15 down of the job and identified LOTO points. He stated that staff will continue to work  
16 with EATON representatives to identify a start date. He stated that staff would like to  
17 have this project completed by the second week of March 2023. He stated that staff  
18 reported no outages since the last report.

19 **Financial Report:** Mrs. Ferguson stated that Mr. Medlock would be retiring  
20 next April and he's going to introduce his replacement. Mr. Medlock introduced Mr.  
21 Jan-Calvin PeBenito. She stated that the financial reports were not circulated within the  
22 meeting packet. She stated that for the Toledo Bend Division revenues for January 2023  
23 were \$1,499,709.12, expenses were \$916,220.79, showing a profit of \$583,488.40. She  
24 stated that for the Diversion Canal Division revenues for January 2023 were \$554,877.82,  
25 expenses were \$295,159.02, leaving a profit of \$259,718.80. She stated that the total  
26 spent at Cypress Bend for the month of January was \$42,025.15 of the \$473,881.99  
27 budgeted amount and year-to-date funds expended have been \$319,360.26. **Mr. Gibbs**  
28 **moved, seconded by Mr. Jeane to approve staff reports as circulated and presented.**  
29 **Motion carried unanimously.** Mrs. Ferguson stated that a check had been received  
30 from FEMA for \$4.5 million which is actually a payment for the damages from the  
31 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 31<sup>st</sup>; 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 31<sup>st</sup> 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.**

