

VINTON, LA  
June 15, 2021

The Mayor and Council of the Town of Vinton, Louisiana, met in regular session at the regular meeting place of said Mayor and Council, in the Town Hall, Vinton, Louisiana, at 6:00 p.m. on the 15th day of June 2021, with the following members present:

Kenneth O. Stinson, Mayor  
Diane Conner, Council Member  
Stephanie Hardy, Council Member  
Paul Patin, Council Member  
Marcus Renfrow, Council Member  
William "BB" Loyd, Mayor Pro Tem

ABSENT:

ALSO PRESENT: Cade R. Cole, Town Attorney

The following Reports were submitted:

Total Payroll for May 2021	\$ 119,997.62
Total Receipts for May 2021	\$ 1,199,205.03
Total Disbursements for May 2021	\$ 1,374,678.24
Total Bills for May 2021	\$ 152,147.44

Kenneth O. Stinson, Mayor called the meeting to order, and Pastor Rick Watson led in prayer, and then followed the Pledge of Allegiance.

It was moved by Council Member Conner that the minutes of prior meetings, copies of which were mailed to each council member prior to the meeting, be approved as written. The motion was seconded by Council Member Patin and carried.

Justin Sittig, Assistant City Clerk gave the monthly Administration Department report and presented the following bid for the Official Journal.

American Press  
\$5.55/square inch

It was moved by Council Member Renfrow that the American Press be appointed as the Town of Vinton's Official Journal for 2021-2022. The motion was seconded by Council Member Patin and carried.

Bills for the month of May 2021 were approved and payment authorized upon a motion by Council Member Renfrow, seconded by Council Member Patin and carried.

Mayor Stinson updated the governing authority on pending grants and projects.

It was moved by Council Member Conner that the following Resolution be adopted. The motion was seconded by Council Member Renfrow and the vote cast thereon was as follows:

YEAS: Council Members Conner, Hardy, Loyd, Patin and Renfrow  
NAYS: None  
ABSENT: None

RESOLUTION

WHEREAS the Town of Vinton must designate a Certifying Officer for LCDBG and grant projects.,

NOW, THEREFORE, BE IT RESOLVED, by the Town of Vinton that:  
Financial Officer Buffy R. Vice is hereby designated as the Certifying Officer for the LCDBG (Louisiana Community Development Block Grant) and is hereby given authority to certify signatures for all relative documents for the Town of Vinton for any funding that may result from the submission of the Grant Application and accompanying documents.

APPROVED AND ADOPTED this 15<sup>th</sup> day of June 2021.

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Kenneth O. Stinson, Mayor

ATTEST:

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Justin W. Sittig, Assistant City Clerk

It was moved by Mayor Pro Tem Loyd that the Town of Vinton enter into a cooperative endeavor agreement with the Calcasieu Parish Police Jury. The motion was seconded by Council Member Renfrow and the vote cast thereon was as follows:

YEAS: Council Members Conner, Hardy, Loyd, Patin and Renfrow

NAYS: None

ABSENT: None

#### RESOLUTION

THIS AGREEMENT is hereby made and entered into this 15<sup>th</sup> day of June 2021, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized Administrator, Bryan Beam, and the TOWN OF VINTON, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly elected Mayor, Kenneth Stinson.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporation may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1236(2)(c) to assist the CITY with "the repair, maintenance and care of roads, streets, alleys, bridges and culverts and other drainage facilities situated within and under the jurisdiction of such incorporated municipalities, and may expend for such purposes any funds made available to them for road purposes" for the benefit of the citizens of Calcasieu Parish.

WHEREAS, the CITY has a legal obligation of maintaining the roads, streets, alleys, bridges and culverts and other drainage facilities in the incorporated area of the CITY for the benefit of the citizens of the CITY;

WHEREAS, Hurricane Laura (Major Disaster Declaration DR-4559-LA) created widespread and catastrophic damage to Calcasieu Parish with unprecedented volumes of hurricane debris;

WHEREAS, Hurricane Delta (Disaster Declaration DR-4570-LA) exacerbated much of the damage Hurricane Laura caused, creating a significant overlap in recovery work from both disaster, with the Federal Emergency Management Agency (FEMA) approving the reporting of debris removal efforts for both disasters as one (1) project;

WHEREAS, FEMA and the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) established a one hundred percent (100%) disaster grant funding period for debris removal activities that was not necessarily as beneficial to all applicants in Calcasieu Parish with the legal responsibility of removing debris;

WHEREAS, the PARISH also has the authority under Louisiana Revised Statute 29:727(F)(2) to "utilize all available resources of the local government as reasonably necessary to cope with the local disaster or emergency;" and

WHEREAS, the PARISH and the CITY consider the public benefit of removing debris from roads, streets, alleys, bridges and culverts and other drainage facilities to be proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

### **1. Scope of Agreement**

In an effort to assist the CITY, which has more limited funding opportunities, with the unprecedented debris removal activities created by Hurricanes Laura and Delta and in order keep roads, streets, alleys, bridges and culverts and other drainage facilities free of hurricane related debris that may create road safety issues or further damage to improved property, the PARISH has agreed to provide (1) time funding for these extraordinary debris removal activities.

### **2. Term of Agreement**

The initial term of this agreement shall commence upon execution of this agreement and shall continue until the completion of the project listed in the Scope of Work and all payments have been made.

### **3. Payment Terms**

Under this agreement, the PARISH agrees to pay the CITY ninety thousand dollars (\$90,000) to be used specifically to offset the CITY'S unreimbursed hurricane debris removal expenditures. The CITY agrees to ensure that this funding will not be duplicated by any other federal, state or local grant funding source and, if a duplication of benefit occurs, then the CITY will reimburse the PARISH the duplicated funding.

### **4. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

### **5. Records and Audits**

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the

final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

## **6. Liability and Indemnity**

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws. Regulations and policies.

The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

## **7. Termination of Agreement and Dispute Resolution**

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the rights to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14<sup>th</sup> Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the court.

## **8. Severability, Entire Agreement and Captions**

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents and any references documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representation or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

## **9. No Authorship Presumptions**

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that

might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

#### **10. Address of Notices and Communications**

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH'S representative is:

Mr. Bryan C. Beam, Administrator  
Calcasieu Parish Police Jury  
P.O. Box 1583  
Lake Charles, Louisiana 70602

The name and address of the CITY'S representative is:

Honorable, Kenneth Stinson, Mayor  
Town of Vinton  
1200 Horridge Street  
Vinton, Louisiana 70668

In the event that the mailing address of the PARISH or the CITY changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

BE IT RESOLVED by Governing Authority of the Town of Vinton, Louisiana, that Mayor Kenneth O. Stinson is hereby authorized to enter into a cooperate endeavor agreement with the Calcasieu Parish Police Jury on behalf of the Town of Vinton.

BE IT FURTHER RECOLVED that if any portion or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AND ADOPTED this 15<sup>th</sup> day of June 2021.

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Kenneth O. Stinson, Mayor

ATTEST:

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Justin W. Sittig, Assistant City Clerk

Mayor Stinson presented service plaques to Council Member Patin, Chief of Police Ricky Fox, and City Clerk Mary O. Vice for there years of service to the Town of Vinton.

Council Member Renfrow presented a service plaque to Mayor Kenny Stinson for his years of service to the Town of Vinton.

Chief of Police Ricky Fox gave the monthly Police Department report.

Terry Vice, Director of Public Works gave the monthly Public Works and Electrical Department reports.

Chief Chris Vice gave the monthly Fire and Civil Defense reports.

Mr. Kurt Ryder with ICE gave an update on where the Town of Vinton was with in regard to FEMA.

Mrs. Tessa Williams requested an exception to the Mobile Home Age Ordinance at 924 Industrial Street. Mrs. Williams advised she was given a trailer and wished to move it onto a piece of property she owned. After discussion, Mayor Pro Tem Loyd made a motion to allow Mrs. Williams to move the trailer. The motion was seconded by Council Member Hardy and carried. Stipulations were added to the exception which stated Mrs. Williams must reside in the trailer on the property, and it cannot be rented out.

Mrs. Randi Jones requested an exception to the Mobile Home Ordinance. Mrs. Jones advised her family owned the property, while she owned the trailer. A motion to allow the exception was made by Council Member Hardy, seconded by Council Member Patin and carried. Stipulations were added to the exception which stated Mrs. Jones must reside in the trailer on the property, and it cannot be rented out.

Council Member Patin addressed the council and community about his time on the council.

There being no further business to come before the governing authority, it was moved by Mayor Pro Tem Loyd that the meeting be adjourned. The motion was seconded by Council Member Hardy and carried.

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Kenneth O. Stinson, Mayor

ATTEST:

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Justin W. Sittig, Assistant City Clerk