



# DESOTO PARISH POLICE JURY

October 02, 2023 at 5:06 PM

Road Committee Meeting

Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052

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## AGENDA

Reggie Roe, Chairman, Jimmy Holmes, Jeri Burrell, Ernel Jones and Keith Parker

### A. CALL TO ORDER

### B. CALL FOR ADDITIONS AND DELETIONS

### C. GUEST AND PUBLIC COMMENTS

### D. ROAD ITEMS

1. Authorize the Administrator to sign the Amendment to Owner-Engineer Agreement Amendment No. 3 with BEAST Engineering, LLC for the Powell Road Project and amend the Budget in the amount of \$30,000.
2. Authorize the Parish Administrator to sign an Agreement with BEAST Engineering LLC for Martinez-Delton Project
3. Authorize the Jury to hire Oats & Marino for expropriation of property for the Westdale Plantation Bridge
4. Amend the budget in the amount of \$ 61,632.00 to authorize hiring an outside lay down contractor for the roads listed in Exhibit 1
5. Discuss and take action regarding work in the Village of Longstreet on Winter Road.

### E. ADJOURN

This is EXHIBIT K, consisting of [ 3 ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 02/04/2020.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 3**

The Effective Date of this Amendment is: 8/1/2023.

Background Data

Effective Date of Owner-Engineer Agreement: **02/04/2020**

Owner: **DeSoto Parish Police Jury**

Engineer: **Beast Engineering, LLC**

Project: **Powell Road  
(Baker Road to end of existing road)**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

**This Amendment is to increase the amount for RPR.**

Agreement Summary:

Original agreement amount:	\$ <u>76,000</u>
Net change for prior amendments:	\$ <u>11,000</u>
This amendment amount:	\$ <u>30,000</u>
Adjusted Agreement amount:	\$ <u>117,000</u>

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

DeSoto Parish Police Jury

BEAST ENGINEERING, LLC

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: S. Bruce Easterly  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_ Principal

Date Signed: \_\_\_\_\_

Date Signed: 9/7/2023

## Brian Durbin

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**From:** Bruce Easterly <beasterly@bellsouth.net>  
**Sent:** Thursday, September 7, 2023 3:27 PM  
**To:** Steve Brown; Michael Rister; Brian Durbin  
**Cc:** Michael Murphy; Sherry Garrett  
**Subject:** Powell Road Amendment #3  
**Attachments:** Powell Rd Amend #3.pdf

Please find attached for your review and approval is a copy of Amendment #3 for Powell Road RPR.

If you have any questions, please let me know.

Bruce Easterly (318) 518-8273

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

\_\_\_\_\_ (“Owner”)  
DeSoto Parish Police Jury  
and

\_\_\_\_\_ (“Engineer”).  
BEAST ENGINEERING, LLC

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

\_\_\_\_\_ (“Project”).  
Martinez-Delton

Engineer's Services under this Agreement are generally identified as follows:

Design, preliminary and final plans and specifications, construction administration and Resident Project Representative

*[Describe scope of services, or refer to an attachment. See Exhibit A, EJCDC E-500, for an example of a full scope of engineering services.]*

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: *[Here insert any specific completion date, or the time for completion in days, weeks, or months from the Effective Date].*
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 3 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and



Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. A Lump Sum amount of \$ 31,000.00 based on the following estimated distribution of compensation:

(i) Preliminary Design Phase	\$ 40%
(ii) Final Design Phase	\$ 40%
(iii) Bidding and Negotiating Phase	\$ 5%
(iv) Construction Administration	\$ 15%

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

*Additional Services:* Additional services to be provided and compensated by standard hourly rates are as follows:

Material Sampling & Testing (PSI invoice + 10%)	\$10,000.00 (estimated)
Project Control and Staking	\$ 8,000.00 (estimated)

### 7.03 Resident Project Representative – Standard Hourly Rates

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#### *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

*Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$45,000.00 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 90-day construction schedule.

#### *Compensation for Reimbursable Expenses:*

Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage).

#### *Estimated Compensation Amounts:*

Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

Attachments: Appendix 1, Engineer's Standard Hourly Rates [Exclude Appendix 1, Engineer's Standard Hourly Rates, only if hourly rates are not to be used for either basic compensation (Paragraph 7.01) or additional services (Paragraph 7.02)]

[Itemize any other attachments that will be part of the Agreement].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: DeSoto Parish Police Jury

ENGINEER: BEAST ENGINEERING, LLC

By: \_\_\_\_\_

By: JB East

Title: Administrator, DeSoto Parish Police Jury

Title: Principal/Owner

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate Number:  
PE.0014539 / EF.0003609

State of: Louisiana

Address for giving notices:

Address for giving notices:

101 Franklin St.

2207 California Dr, Ste 1B

Mansfield, LA 71052

Bossier City, LA 71111

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated May 3, 2020

**Engineer's Standard Hourly Rates**

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B. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

C. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Principal	\$150.00/hour
Engineer Supervisor	\$135.00/hour
Senior Engineer	\$125.00/hour
Draftsman/Designer	\$ 90.00/hour
Engineer Technician Supervisor/Senior	\$ 70.00/hour
Engineer Technician	\$ 67.00/hour
Administrative Assistant	\$ 60.00/hour
Clerical	\$ 50.00/hour
Mileage	\$0.57/mile



LOUISIANA

ATTORNEYS AND COUNSELORS AT LAW  
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

Suite 400, Gordon Square  
100 East Vermilion Street  
Lafayette, Louisiana 70501  
Telephone: (337) 233-1100  
Facsimile: (337) 233-1178  
[www.oatsmarino.com](http://www.oatsmarino.com)

## FIRM RESUME

February 27, 2023

**OATS & MARINO, A Partnership of Professional Corporations**, is engaged in the general practice of law with emphasis on transactional, civil trial and appellate, and residential and commercial real estate. The firm practices in all areas of administrative law; automobile collision defense; bankruptcy law; civil litigation; class action, complex and multi-jurisdiction litigation; commercial collections; commercial transactions; constitutional law; construction law; contract law; economic development and finance; environmental law; expropriation and inverse condemnation; general business; government agency law; governmental relations; insurance law; law enforcement defense; medical malpractice defense; premises liability defense; public policy development; road hazard defense; residential and commercial real estate and property law; regulatory matters; successions, wills, and probate matters; and worker’s compensation defense. The firm, which was established in 1986, is currently composed of seven attorneys and practices across the State of Louisiana with an office in downtown Lafayette, Louisiana.

### LAWRENCE E. MARINO

Admitted to bar, 1994, Louisiana, and 1995, Texas. Licensed to practice before the U.S. District Courts for the Eastern, Middle, and Western Districts of Louisiana, the U.S. Court of Appeals for the Fifth Circuit, and the U.S. Supreme Court.

#### Employment:

- Partner, 2008 to date, and Associate, 1995-2008, Oats & Marino, Lafayette, Louisiana
- Judicial Law Clerk, 1994-95, Hon. Billie C. Woodard, Louisiana Third Circuit Court of Appeal, Lake Charles, Louisiana
- Research Assistant to Prof. Terry A. O’Neill, 1993-94, Tulane University School of Law, New Orleans, Louisiana

#### Appointments:

- Special Assistant Attorney General, Louisiana Department of Justice, 1995 to date
- Editorial Advisory Board, Louisiana Bar Journal, 2000-2010

#### Education:

- UNIVERSITY OF HOUSTON, Houston, Texas (B.S., *magna cum laude*, 1990)
  - ◊ National Merit Scholarship Recipient, 1986-90
  - ◊ Social Science Scholar, 1990

- UNIVERSITY OF LONDON, School of Slavonic and East European Studies, London, England and Kazan, U.S.S.R., 1990-91
  - ◊ Rotary Foundation Ambassadorial Award Scholarship Recipient, 1990-91
- TULANE UNIVERSITY SCHOOL OF LAW, New Orleans, Louisiana (J.D., *cum laude*, 1994)
  - ◊ Lefkowitz Appellate Moot Court Competition, Brief Writer and Coach, 1993-94
  - ◊ Journal of International and Comparative Law, Founding Member and Senior Notes and Comments Editor, 1992-94
  - ◊ Certificate of Specialization in Environmental Law, 1994

Publications:

- Co-author, *The Scientific Basis of Causality in Toxic Tort Cases*, 21 UNIVERSITY OF DAYTON LAW REVIEW 1 (1995)
- Tracking Legislation and Researching Legislative History, 48 LA. BAR J. 370 (2001)

Member:

- Louisiana State, Texas State, Lafayette, and American Bar Associations

**PATRICK B. McINTIRE**

Admitted to bar, 1985, Louisiana. Licensed to practice before the U.S. District Court for the Western District of Louisiana and the U.S. Court of Appeals for the Fifth Circuit.

Employment:

- Partner, 2004 to date, and Associate, 1986-2004, Oats & Marino, Lafayette, Louisiana
- Associate 1985-86, Broadhurst, Brook, Mangham, Hardy & Reed, Lafayette, Louisiana

Appointment:

- Special Assistant Attorney General, Louisiana Department of Justice, 1986 to date
- Lafayette Parish Law Library Commission, Lafayette, Louisiana, 1988 to date

Education:

- LAMAR UNIVERSITY, Beaumont, Texas (B.S., Highest Honors, 1982)
- TULANE UNIVERSITY SCHOOL OF LAW, New Orleans, Louisiana (J.D., *cum laude*, 1985)

Member:

- Louisiana State, Lafayette, and American Bar Associations

## **TODD M. SWARTZENDRUBER**

Admitted to bar, 2004, Louisiana, and 2001, Iowa. Licensed to practice before the U.S. District Court for the Western District of Louisiana and the U.S. Bankruptcy Court for the Western District of Louisiana.

### Employment:

- Partner, 2016 to present, Oats & Marino, Lafayette, Louisiana
- Associate, 2004-16, Simien and Miniex, APLC, Lafayette, Louisiana
- Inside Counsel, 2001-04, Iowa Wireless Services, L.P., Urbandale, Iowa

### Education:

- UNIVERSITY OF NORTHERN IOWA, Cedar Falls, Iowa (B.A., 1997)
- DRAKE UNIVERSITY LAW SCHOOL, Des Moines, Iowa (J.D., 2001)

### Member:

- Louisiana State and Lafayette Bar Associations

### Professional Certification:

- Certified Public Accountant, 1998, Iowa

## **CEARLEY W. FONTENOT**

Admitted to bar, 2006, Louisiana. Licensed to practice before the U.S. District Court for the Western District of Louisiana and the U.S. Court of Appeals for the Fifth Circuit.

### Employment:

- Partner, Oats & Marino, Lafayette, Louisiana, 2021 to date
- Associate, Oats & Marino, Lafayette, Louisiana, 2012 to 2021
- Associate, Judice & Adley, Lafayette, Louisiana, 2006-12

### Appointment:

- Special Assistant Attorney General, Louisiana Department of Justice, 2012 to date

### Education:

- UNIVERSITY OF LOUISIANA AT LAFAYETTE, Lafayette, Louisiana (B.A., 2002)
- LOUISIANA STATE UNIVERSITY PAUL M. HEBERT LAW CENTER, Baton Rouge, Louisiana (J.D., 2006; B.C.L., 2006)

### Member:

- Louisiana State and Lafayette Bar Associations

## **DANIEL J. PHILLIPS**

Admitted to bar, 2010, Louisiana. Licensed to practice before the U.S. District Courts for the Eastern, Middle, and Western Districts of Louisiana and the U.S. Court of Appeals for the Fifth Circuit.

### **Employment:**

- Partner, 2023 to date, Oats & Marino, Lafayette, Louisiana
- Associate, 2017 to present, Oats & Marino, Lafayette, Louisiana
- Associate, 2012-17, Durio McGoffin Stagg & Ackermann, APLC, Lafayette, Louisiana
- Associate, 2010-12, Brian T. Carr & Associates, APLC, Metairie, Louisiana

### **Education:**

- HARDING UNIVERSITY, Searcy, Arkansas (B.A., 2005)
- LOYOLA UNIVERSITY NEW ORLEANS, COLLEGE OF LAW, New Orleans, Louisiana (J.D., 2009)

### **Member:**

- Louisiana State Bar Association
- Lafayette Bar Association
- U. S. Fifth Circuit Bar Association

## **PAIGE CASSELMAN BEYT**

Admitted to bar, 2013, Louisiana.

### **Employment:**

- Associate, Oats & Marino, Lafayette, Louisiana, 2020 to date
- Associate, Becker & Hebert, Lafayette, Louisiana, 2018-20
- Owner/Attorney, Casselman Beyt Law Firm, Lafayette, Louisiana, 2014-18
- Associate, The Law Offices of Tony Morrow, Lafayette, Louisiana, 2013-14

### **Education:**

- LOUISIANA STATE UNIVERSITY, Baton Rouge, Louisiana (B.A., 2009)
- LOUISIANA STATE UNIVERSITY PAUL M. HEBERT LAW CENTER, Baton Rouge, Louisiana (J.D., 2012; D.C.L., 2012)

### **Member:**

- Louisiana State and Lafayette Bar Associations
- Inn of Court of Acadiana



**JODI M. ARNOLD, Firm Administrator**

Pursuing a B.A. of Science in Business Administration at University of Louisiana at Lafayette.  
Expected graduation date Spring, 2024.

Member:

- Association of Legal Administrators
- Cyber Chapter of Association of Legal Administrator (Treasurer 2022-2023)
- Society For Human Resource Management

**DESOTO PARISH POLICE JURY**  
**RESOLUTION**

The following Motion and Resolution was offered by \_\_\_\_\_ who moved for its adoption, and seconded by \_\_\_\_\_ at the October 16, 2023 regular meeting of the Desoto Parish Police Jury (“DPPJ”):

WHEREAS, the DPPJ is interested in evaluating, exploring a cooperative endeavor agreement and possibly participating in the expropriation of property needed to complete the Westdale Plantation Road and Bridge project over Bayou Pierre, which the DPPJ finds will benefit residents of DPPJ and Desoto Parish itself and with said bridge itself having been designed by DOTD and approved for funding by the DOTD with DOTD funds;

WHEREAS, the DPPJ understands that various costs and expenses may or will be incurred by it in connection with the bridge project including but not limited to attorneys fees and as otherwise determined in any Cooperative Endeavor Agreement which it may enter into with Red River Parish which will be separately presented at a later date to the DPPJ for its consideration and approval;

WHEREAS, the DPPJ is in need of legal advice concerning expropriations and an appropriate arrangement to be entered into with Red River Parish concerning the possible expropriation, and any agreements which can be entered into concerning the same, by counsel with experience and expertise in handling expropriations, who are reputable attorneys licensed in the State of Louisiana;

WHEREAS, the DPPJ has voted to hire OATS & MARINO, a Partnership of Professional Corporations, as Special Legal Counsel at hourly rates as follows:

- Attorneys with more than ten (10) years of experience    \$175.00/hr
- Attorneys with five (5) to ten (10) years of experience    \$150.00/hr
- Attorneys with less than five (5) years of experience    \$125.00/hr
- Paralegals    \$50.00/hr
- Law Clerks    \$40.00 /hr;

WHEREAS, this resolution shall take effect immediately; and

THEREFORE BE IT RESOLVED that the DPPJ pursuant to La. R.S. 42:263, does hereby retain and employ OATS & MARINO, a Partnership of Professional Corporations; and

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

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

YEAS: \_\_\_\_  
NAYS: \_\_\_\_  
ABSENT: \_\_\_\_  
NOT VOTING: \_\_\_\_

Whereupon the DPPJ Resolution was declared adopted by the DPPJ on the 16<sup>th</sup> day of October 2023

I, Rodriguez Ross President of the DPPJ under authority vested in me under the law, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by the DPPJ at its meeting held on October 16, 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.

\_\_\_\_\_  
Rodriguez Ross, President of DPPJ

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness Signature (print name under signature)

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Jeff Landry  
Attorney General, State of Louisiana

Exhibit 1

	Original	Additional Cost	Total Cost
Ranchette Dr.	\$ 132,712.00	\$ 20,032.00	\$ 152,744.00
Jessie Latin Rd.	\$ 86,610.00	\$ 13,072.00	\$ 99,682.00
Eagle Dr.	\$ 72,716.00	\$ 10,976.00	\$ 83,692.00
Lovell Lane	\$ 38,160.00	\$ 5,760.00	\$ 43,920.00
Garrett Park	\$ 40,916.00	\$ 5,616.00	\$ 46,532.00
Walker Rd.	\$ 40,916.00	\$ 6,176.00	\$ 47,092.00
		\$ 61,632.00	

\* Additional cost for contractor is \$16/ton

**Jodi M. Zeigler**

**From:** DeSoto Parish LA <wo@iworq.net>  
**Sent:** Wednesday, September 27, 2023 1:41 PM  
**To:** Jodi M. Zeigler  
**Subject:** DeSoto Parish, LA Work Order # 202300923



**Work Order #:** 202300923

**Work Order Date:** 08/24/23

**Work Type:**

**Address:** WINTER RD.

**Work Type:** Oil Mix

**Requested By:** DEWAYNE MITCHELL

**Status:** Closed

**Assigned To:** Avery Williams

**Phone:**

**DATE COMPLETED:** 08/30/2023

**Estimated Completion Date:**

**Work For What Department:** Road Department

**Notes:**

**Superintendent:** \_\_\_\_\_

**Date Approved:** \_\_\_\_\_

**Foreman Signature:** \_\_\_\_\_

**Comments:**

**District:** 1A

**Paid by Other:** 0.00

**Road/Location:** WINTER RD.

**Work Description:** ADD OIL MIX

**Created By:** Tiffney Canada

**Dates in Progress:**

**Work Notes:**

:

**Status:**

**Employees**

<b>Name</b>	<b>Hours</b>	<b>Cost</b>
Buster Hester	4.00	\$102.00
Glenn Hawthorne	4.00	\$71.92
Harold Rogers	1.00	\$15.58
Rodney Wilson	4.00	\$86.36

Employee Cost: \$275.86

**Equipment**

<b>Name</b>	<b>Amount</b>	<b>Cost</b>
T100 DUMP TRUCK	4.0	\$311.20
T134 FORD F250 AVERY CREW	1.0	\$24.50
T97 GRADER AVERY	4.0	\$336.00

Equipment Cost: \$671.70

Material Cost: \$0.00

**Inventory**

<b>Name</b>	<b>Location</b>	<b>Quantity</b>	<b>Credit</b>	<b>Cost</b>
OIL MIX	ROAD	42.0000	.0000	\$3,738.00

Inventory Cost: \$3,738.00

Purchase Order Cost: \$0.00

**Total Cost: \$4,685.56**

Signature:

Date: