



St. Charles Parish

Supplemental Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish.gov

Parish Council

Council Chairman Beth A. Billings
Councilmembers Holly Fonseca, La Sandra Darensbourg Gordon,
Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,
Bob Fisher, Julia Fisher-Cormier

Monday, December 4, 2023

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, December 18, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2023-0343 An ordinance to approve and authorize the Parish President to execute an Act of Sale from Patricia Bourgeois wife of/and James J. Poche for the purchase of property at 679 West Pine Street, Norco, Louisiana, for drainage improvements to the Engineer's Pump Station.

Sponsors: Mr. Jewell and Department of Public Works

S* 25 2023-0344 An ordinance approving and authorizing the execution of a Contract with Omega Foundation Services, Inc., for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202), in the amount of \$2,757,000.00.

Sponsors: Mr. Jewell and Department of Public Works

S* 43 2023-0345 An ordinance to amend the Code of Ordinances, Chapter 22, Sewers and Sewage Disposal, Article IV. General Sewer Use Regulations, Section 22-80. (1)(a) User charges and connection charges.; and Chapter 23, Water, Article I. In General, Section 23-3. Water user charges. (e), to limit each annual adjustment so as to not be below 0.00% and not to exceed 2.5% effective January 1, 2024.

Sponsors: Mr. Jewell and Department of Waterworks

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2023-0343

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Patricia Bourgeois wife of/and James J. Poche for the purchase of property at 679 West Pine Street, Norco, Louisiana, for drainage improvements to the Engineer's Pump Station.

- WHEREAS,** St. Charles Parish desires to enhance drainage in the Norco area; and,
- WHEREAS,** the East Bank Master Drainage Plan has identified the need to upgrade the Pump Station at Engineer's Canal to improve drainage in the Norco Watershed; and,
- WHEREAS,** Volkert, Inc. in conjunction with the Department of Public Works' Engineers has developed a Conceptual Design for the improvements required at the Engineer's Canal Pump Station; and,
- WHEREAS,** the improvements will increase the capacity of the pump station from 185 CFS to 250 CFS by adding additional pumps and reconfiguring the existing station to allow water to be fed to the pumps from the east; and,
- WHEREAS,** as part of the improvements, a new larger Sump will need to be constructed east of the existing station to allow a larger volume of water to be collected for the new pump configuration; and,
- WHEREAS,** the existing channel of the Engineer's Canal will need to be realigned to provide flow to the new, larger Sump; and,
- WHEREAS,** the acquisition of the property at 679 West Pine Street will provide the space necessary for these improvements; and,
- WHEREAS,** an appraisal was completed on 679 West Pine Street on June 1, 2023, resulting in an appraised value of \$300,000.00. See attached appraisal; and,
- WHEREAS,** the owners of 679 West Pine Street have expressed a desire to sell their property to the Parish in the amount of \$300,000.00; and,
- WHEREAS,** the Parish President has executed a Purchase Agreement regarding the sale and purchase of 679 West Pine Street conditioned upon approval of the St. Charles Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the Agreement to Purchase and Sell Property attached herein, located at 679 West Pine Street, Norco, Louisiana in the amount of \$300,000.00.

SECTION II. That the Parish President is further hereby authorized to execute all documents deemed necessary to purchase 679 West Pine Street, Norco, Louisiana.

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

And the ordinance was declared adopted this _____ day of _____, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AGREEMENT TO PURCHASE AND SELL PROPERTY

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BE IT KNOWN, that on the dates executed below in the presence of the below signed Notary Publics, duly commissioned and qualified within and for the State of Louisiana, and in the presence of the undersigned competent witnesses, came:

Patricia Bourgeois (SS#-- --- 2500) wife of and James J. Poche a/k/a James J. Poche Sr., (-- --- 4450), persons of the full age of majority, and whose present mailing address is 148 West B Street, Norco, Louisiana 70079, herein represented by their duly appoint agent-in-fact, Renee P. Agurcia, by Durable Power of Attorney, attached hereto

hereinafter sometimes referred to as **"Sellers"** and

PARISH OF ST. CHARLES, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President,

hereinafter sometimes referred to as **"Purchasers,"**

who declared that in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties hereto, Sellers agree to sell and Purchaser agrees to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Sellers' interest (100% interest) in the property more commonly known as **679 West Pine, Norco, Louisiana, 70079.**

The terms, conditions and consideration of said Act of Sale shall be as follows, to-wit:

1. The purchase price of Sellers interest in said property shall be the sum of **Three Hundred Thousand and no/100 (\$300,000.00) Dollars, Cash.**
2. Except as hereinafter set forth, the Act of Sale will be executed before Louis Authement, Notary Public, at Purchaser's expense on or before January 31, 2024, provided that in the event bona fide curative work is required to remedy any title defects, the date of passage of the Act of Sale shall be extended for a period of thirty (30) days, provided further that all other conditions hereinafter set forth have been met.
3. The Act of Sale, when executed, shall be upon the following terms and conditions, to-wit:
 - a. The entire purchase price shall be paid by Purchasers to Sellers at the execution of the Act of Sale.
 - b. Taxes for the calendar year in which the Act of Sale is completed, if any, shall be the responsibility of the Purchases.
 - c. All closing costs, including any additional survey costs, if necessary, shall be paid by Purchaser.
 - d. The sale is conditioned upon approval of all terms and conditions, including the sale price, by the St. Charles Parish Council in accordance with the governing rules of the Parish of St. Charles.
 - e. Seller shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.
 - f. Sellers shall convey the subject property with **warranty as to title only**, but with full substitution to all rights and actions of warranty Sellers have against prior owners and warrantors, and shall contain the following clause concerning warranty as to condition and fitness, to-wit:
 - g. The property in question will be sold and purchased subject to all title and zoning restrictions of record, and all rights of way, servitudes and/or easements, apparent or of record or imposed by law, affecting said property, and all prior mineral reservations and/or mineral leases, valid and in extant, affecting said property.

h. All outstanding and uncanceled mortgages, improvements liens and/or tax assessments of any kind recorded against the subject property as of the date of the closing of Act of Sale, if any, are to be paid and/or cancelled by Sellers at Sellers' expense.

4. Provided that all of the conditions referred to above have been met, in the event Sellers fail to comply with this Agreement for any reason, within the time specified, Purchaser may demand specific performance at Purchaser's option without any formality beyond tender of the purchase price within the time specified.

5. Provided that all of the conditions referred to above have been met, in the event Purchaser fails to comply with this Agreement within the time specified, Sellers may demand specific performance at Sellers' option without any formality beyond tender of title to Purchaser within the time specified.

6. Either party hereto who fails to comply with the terms of this Purchase Agreement is obligated to pay reasonable attorney's fees and all court costs and expenses incurred by the other party in enforcing their respective rights hereunder.

7. This Contract can be changed only by an agreement in writing signed by all parties.

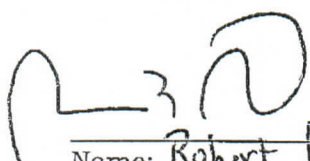
8. Each party acknowledges receipt of a signed copy of this Agreement.

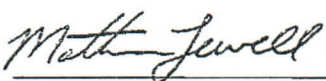
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and/or assigns.

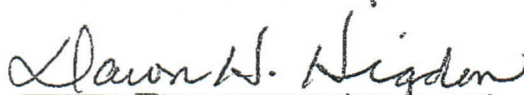
THUS DONE AND SIGNED by Purchaser on the 29 day of November, 2023, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

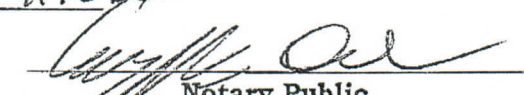
WITNESSES:

PURCHASER:


Name: Robert L. Raymond

PARISH OF ST. CHARLES

BY: MATTHEW JEWELL
PARISH PRESIDENT

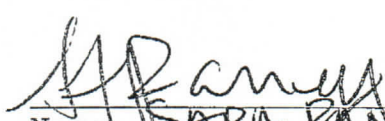

Name: DAWN H. HIGDON

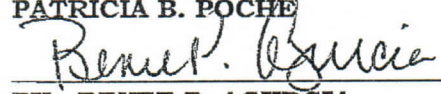

Notary Public

THUS DONE AND SIGNED by Sellers on the 20th day of November, 2023, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

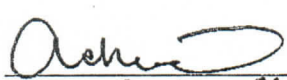
WITNESSES:

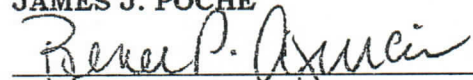
SELLER:



Name: SARAH PANEY

PATRICIA B. POCHE

BY: RENEE P. AGURCIA
ATTORNEY-IN-FACT

SELLER:


Name: Ashley Moussey

JAMES J. POCHE

BY: RENEE P. AGURCIA
ATTORNEY-IN-FACT


Notary Public

RESIDENTIAL APPRAISAL REPORT



Front

Property Location:	679 W Pine St Lot 2, Section 14A, Unit 2, Hiland Park Subdivision Norco, LA 70079
Borrower:	N/A
Client:	St. Charles Parish Dept. of Legal Services P.O. Box 302 Hahnville, LA 70057
Effective Date:	06/01/2023
Prepared By:	Karla J. Scott, SRA, AI-RRS Louisiana Certified Residential Real Estate Appraiser LA 1031



1708 Chantilly Drive
Suite E
LaPlace, LA 70068

Visit us online at: <http://www.areservices.com>

Subject Photo Page

Borrower	N/A			
Property Address	679 W Pine St			
City	Norco	County	St. Charles	State LA Zip Code 70079
Lender/Client	St. Charles Parish Dept. of Legal Services			



Subject Front

679 W Pine St
 Sales Price 0
 Gross Living Area 1,987
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2
 Location Rural
 View Residential
 Site 8,412 Sq.Ft.
 Quality Average
 Age 53



Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A				
Property Address	679 W Pine St				
City	Norco	County	St. Charles	State	LA Zip Code 70079
Lender/Client	St. Charles Parish Dept. of Legal Services				



Living/Dining Combo



Kitchen



Kitchen - 2nd view



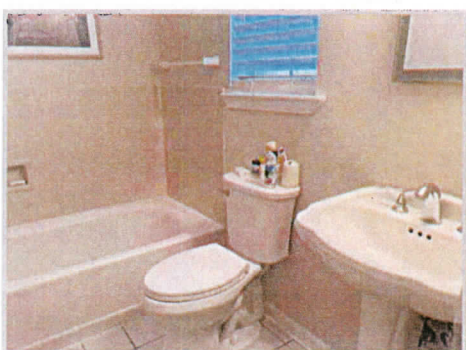
Breakfast Area



Family Room



Primary Bedroom



Primary Bath



Bedroom



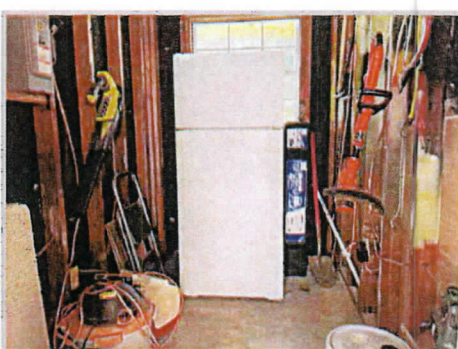
Bath



Bedroom



Laundry



Storage Interior/Under Carport



Side



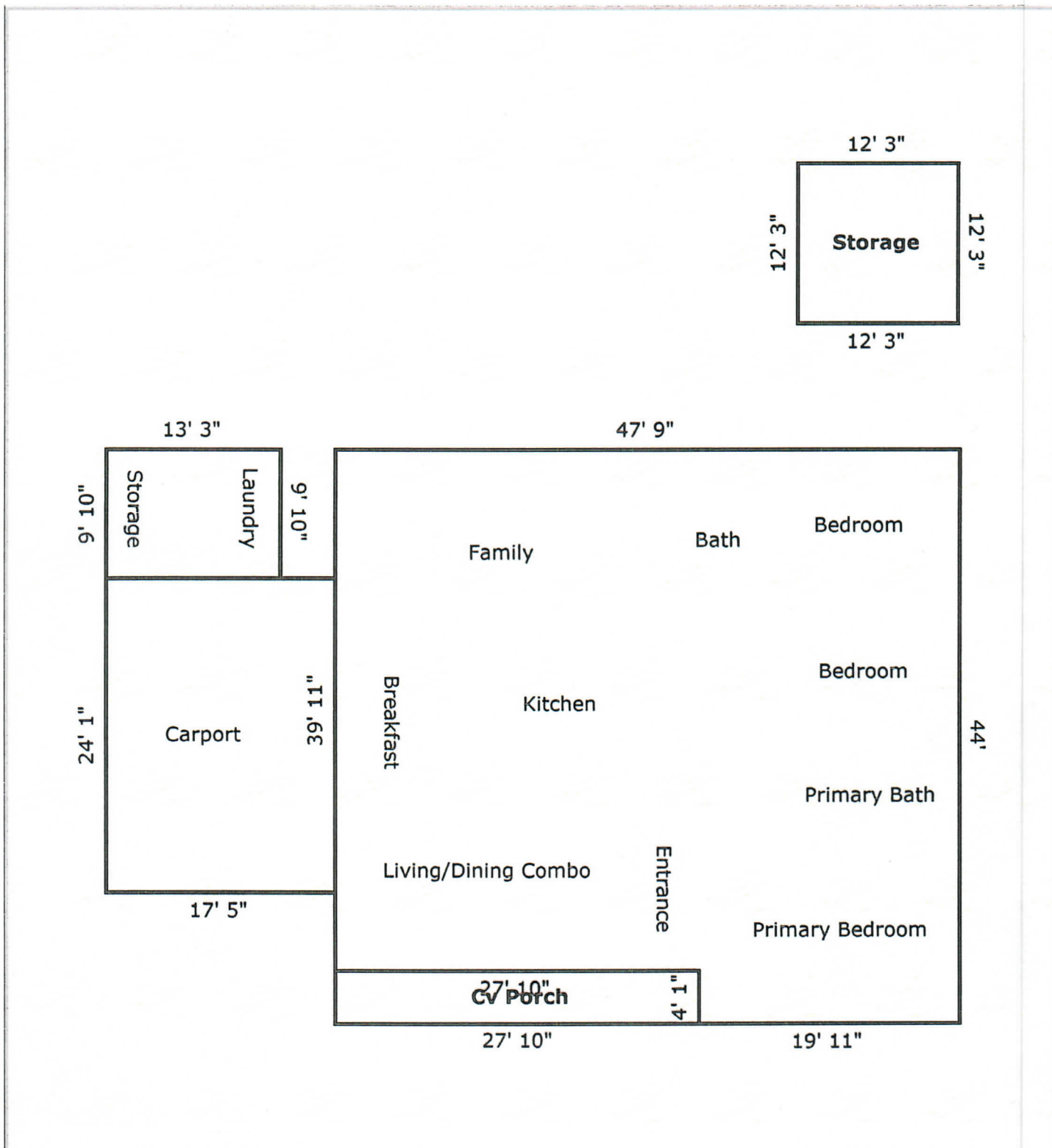
Side



Storage Building

Building Sketch

Borrower	N/A			
Property Address	679 W Pine St			
City	Norco	County	St. Charles	State LA Zip Code 70079
Lender/Client	St. Charles Parish Dept. of Legal Services			



TOTAL Sketch by a la mode

Area Calculations Summary

		Calculation Details	
Living Area			
First Floor	1987.3 Sq ft	47.8 x 39.9 =	1906
		4.1 x 19.9 =	81.3
Total Living Area (Rounded):	1987 Sq ft		
Non-living Area			
Cv Porch	113.7 Sq ft	27.8 x 4.1 =	113.7
2 Car Carport	419.5 Sq ft	24.1 x 17.4 =	419.5
Utility Room	130.3 Sq ft	13.2 x 9.8 =	130.3
Storage	150.1 Sq ft	12.2 x 12.2 =	150.1
		0.5 x 12.2 x 0 =	0

Neighborhood Map

Borrower	N/A				
Property Address	679 W Pine St				
City	Norco	County	St. Charles	State	LA Zip Code 70079
Lender/Client	St. Charles Parish Dept. of Legal Services				



Parcel

St Charles Parish Assessor



DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The Assessor of St. Charles Parish makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The Assessor retains the right to make changes and update data on this site at anytime, without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in St. Charles Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the Assessors Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.



RESIDENTIAL APPRAISAL REPORT

File No.: 230229

SUBJECT	Property Address: 679 W Pine St	City: Norco	State: LA	Zip Code: 70079
	County: St. Charles	Legal Description: Lot 2, Section 14A, Unit 2, Hiland Park Subdivision		
	Tax Year: 2022	R.E. Taxes: \$ 845.89	Special Assessments: \$ unknown	Borrower (if applicable): N/A
	Assessor's Parcel #: 603014A00002	Current Owner of Record: James J. & Patricia B. Poche		
Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	<input type="checkbox"/> Manufactured Housing	
Market Area Name: Hiland Park / Norco		Map Reference: 35380	Census Tract: 0625.00	

ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)	
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective	
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input checked="" type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)	
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)	
Intended Use: Establish market value for Purchasing the property.		
Intended User(s) (by name or type): St. Charles Parish Dept. of Legal Services		
Client: St. Charles Parish Dept. of Legal Services		Address: P.O. Box 302, Hahnville, LA 70057
Appraiser: Karla J. Scott, SRA, AI-RRS		Address: 1708 Chantilly Drive, Suite E, LaPlace, LA 70068

MARKET AREA DESCRIPTION	Location: <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Predominant Occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	One-Unit Housing		Present Land Use		Change in Land Use	
	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		PRICE (\$000)	AGE (yrs)	One-Unit 70%	<input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process *		
	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	50 Low 0	600 High 150	2-4 Unit 3%	* To: _____			
	Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	175 Pred 45	Public Use 8%	Multi-Unit 1%				
	Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply			Comm'l 18%				
	Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.							

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject area is defined by U.S. Highway 61 north, the Mississippi River south, Good Hope Street & Shell Chemical Refinery east and West Pine Street & Bonne Carre' Spillway west. The community of Norco has a diversity of dwellings ranging from small classic cottages to large multi story dwellings on slab. This diversity is accepted within the market and does not cause an adversity to marketing. Consumer services are either nearby or within commuting distance. The state and local economies are in a period of stability with net population stable. Interest rates are stable. Trends for the metro area indicate sales activity is out pacing supply putting upward pressure on pricing. Other land is primarily public use such as schools, places of worship and recreational areas.

SITE DESCRIPTION	Dimensions: 75x112.16	Site Area: 8,412 Sq.Ft.	
	Zoning Classification: R-1A	Description: Single Family Residential	
	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		
	Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ground Rent (if applicable) \$ /
	Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)		
	Actual Use as of Effective Date: Single Family Residential	Use as appraised in this report: Single Family Residential	

UTILITIES & IMPROVEMENTS	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Mostly Level	
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Entergy	Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical for the area
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Atmos	Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular
	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. Charles Parish	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears Adequate
	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. Charles Parish	Street Lights	Incandescent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Residential
	Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. Charles Parish	Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		
	Other site elements: <input type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)									
	FEMA Spec'l Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FEMA Flood Zone AE FEMA Map # 2201600050C FEMA Map Date 06/16/1992									
	Site Comments: A more precise determination of a flood hazard should be made by a licensed surveyor.									

DESCRIPTION OF THE IMPROVEMENTS	General Description		Exterior Description		Foundation		Basement <input checked="" type="checkbox"/> None		Heating	
	# of Units	1 <input type="checkbox"/> Acc. Unit	Foundation	Conc Slab	Slab	Poured conc	Area Sq. Ft.		Type	F.W.A.
	# of Stories	1	Exterior Walls	Brick Veneer	Crawl Space	None	% Finished		Fuel	Gas
	Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface	Seal Tab Shingl	Basement	None	Ceiling			
	Design (Style)	Ranch	Gutters & Dwnspts.	Aluminum	Sump Pump	<input type="checkbox"/> None	Walls		Cooling	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.		Window Type	S H Aluminum	Dampness	<input type="checkbox"/> None	Floor		Central	1 Unit
	Actual Age (Yrs.)	53	Storm/Screens	Aluminum	Settlement	None noted	Outside Entry		Other	
	Effective Age (Yrs.)	12			Infestation	None noted				
	Interior Description		Appliances		Attic <input type="checkbox"/> None		Amenities		Car Storage <input type="checkbox"/> None	
	Floors	Tile/Carpet - New	Refrigerator	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>	Fireplace(s) #		Woodstove(s) #	None

Finished area above grade contains:	6 Rooms	3 Bedrooms	2 Bath(s)	1,987 Square Feet of Gross Living Area Above Grade
Additional features:	None noted			
Describe the condition of the property (including physical, functional and external obsolescence): <u>The design and overall construction quality meets the market's expectations of homes in the subject neighborhood. ANSI: •The building areas reported herein, including Gross Building Area, Gross Living area, and unfinished areas, are developed consistent with ANSI standard Z765-20201. The subject was repaired/renovated after damage caused by hurricane Ida August 20, 2021. The subject is in overall good condition. Subject has the original windows.</u>				



RESIDENTIAL APPRAISAL REPORT

File No.: 230229

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): GSREIN Multi List Service, appraisers files & Deedfax - a private reporting service of property transfers.	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: No transfers of the subject found for the
	Date: No transfers traced	past 36 months.
	Price: prior 36 months	
	Source(s): GSREIN / Public Record	
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s): GSREIN MLS/Pub Record		

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	679 W Pine St Norco, LA 70079	516 6th St Norco, LA 70079		555 Marino Dr Norco, LA 70079		420 Pine St Norco, LA 70079	
Proximity to Subject		0.21 miles S		0.38 miles SE		0.53 miles S	
Sale Price	\$ 0	\$ 385,000		\$ 239,000		\$ 215,000	
Sale Price/GLA	\$ /sq.ft.	\$ 149.81 /sq.ft.		\$ 185.85 /sq.ft.		\$ 201.12 /sq.ft.	
Data Source(s)	Inspection	GSREIN #2377392		GSREIN #2351520		GSREIN #2368094;DOM 20	
Verification Source(s)	Public Records	Public Record 928/266		Public Record		AFP Public Record 927/69	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing	0	Cnv		Fha		Cnv	
Concessions	0	Paid 0		Paid \$4000		Paid 0	
Date of Sale/Time	N/A	01/20/2023		08/13/2022		12/02/2022	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Rural	Rural		Rural		Rural	
Site	8,412 Sq.Ft.	20770	-24,600	5040	+13,500	6860	+6,200
View	Residential	Residential		Residential		Residential	
Design (Style)	Ranch	Ranch		Ranch		Ranch	
Quality of Construction	Average	Average		Average		Average	
Age	53	37		66		66	
Condition	Good	Excellent	-12,850	Good		Good	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	6 3 2	7 4 3	-5,000	6 4 2		5 3 1	+5,000
Gross Living Area	1,987 sq.ft.	2,570 sq.ft.	-37,900	1,286 sq.ft.	+45,600	1,069 sq.ft.	+59,700
Basement & Finished Rooms Below Grade	0 0	0 0		0 0		0 0	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	F.W.A./Central	F.W.A./Central		F.W.A./Central		F.W.A./Central	
Energy Efficient Items	None noted	Windows	0	Windows	0	Windows	0
Garage/Carport	2 Carport	2 Garage	-4,000	1 Carport	+3,000	1 Carport	+3,000
Porch/Patio/Deck	Cv Porch/None	Cv Ent/None		Cv Ent/Open	-1,000	Cv Por/Opn Pat	-1,000
Amenities	Strg/Laundry Rm	Fireplace	0	None	+1,000	Fireplace	0
Amenities	Storage Building	None	+3,000	Shed	+2,000	Storage Building	
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -81,350	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 64,100	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 72,900
Adjusted Sale Price of Comparables			\$ 303,650		\$ 303,100		\$ 287,900

Summary of Sales Comparison Approach Due to the limited activity of properties similar to the subject, specifically regarding age and size in the Norco community, it was necessary to expand search parameters and include sales from outside the subject immediate vicinity and that exceed recommended appraisal guidelines. The properties presented are part of a larger data set studied. Adjustments have been made for differences from the subject where appropriate and supported by available market data. Adjustments are a combination of paired sales when available and surveys of market participants. Site adjustments reflect market reaction to size and utility factors and calculated on a per square foot basis. The larger lots have a diminished return when compared to the smaller lots. Sale 1 is slightly superior to the subject regarding the cosmetic updates, specifically the bath updates and required a downward adjustment of \$5.00 per square foot of the sale. Room adjustments are for bath count differences. Adjustment have also been made for size, parking and amenities. Please note that adjustments reflect the contributory value of the amenities and do not reflect replacement costs for the items.

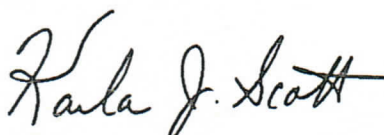
RECONCILIATION:
After adjustments a narrow range of value was established for the subject. It is reasonable to conclude the subject would fall within this range.

Indicated Value by Sales Comparison Approach \$ 300,000



RESIDENTIAL APPRAISAL REPORT

File No.: 230229

COST APPROACH	COST APPROACH TO VALUE (if developed) <input type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): <u>Land value was determined by research land sales in the subject community as well as similar areas of St. Charles parish with same view, size and locations.</u>	
	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	
	Source of cost data: <u>Marshall/Swift & Local Contractors</u>	OPINION OF SITE VALUE = \$ <u>67,000</u>
	Quality rating from cost service: <u>Avg</u> Effective date of cost data: <u>03/2023</u>	DWELLING <u>1,987</u> Sq.Ft. @ \$ <u>125.00</u> = \$ <u>248,375</u>
	Comments on Cost Approach (gross living area calculations, depreciation, etc.): <u>See sketch for gross living area calculations. Depreciation is based on the age-life method. The cost were further adjusted to include an anticipated entrepreneurial profit of 15% and reflect local builder surveys.</u>	Sq.Ft. @ \$ = \$
	Amenities: <u>Cv Porch, Appliances, Storage/Laundry Rooms, Storage Building, etc.</u>	Sq.Ft. @ \$ = \$
	Site Improvements: <u>Flat work, landscaping, yard improvements</u>	Sq.Ft. @ \$ = \$
	Estimated Remaining Economic Life (if required): <u>53</u> Years	Amenities: = \$ <u>20,000</u>
INDICATED VALUE BY COST APPROACH = \$ <u>306,367</u>		
INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
	Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____	Indicated Value by Income Approach _____
	Summary of Income Approach (including support for market rent and GRM): _____	
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: _____ Describe common elements and recreational facilities: _____	
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ <u>300,000</u> Cost Approach (if developed) \$ <u>306,367</u> Income Approach (if developed) \$ _____	
	Final Reconciliation <u>The sale comparison approach has been given the greatest weight because it reflects the thinking and motivation of the buyers and sellers participating in the market. The subject is located in an area of predominantly owner occupied properties that are not traded on their ability to produce income. The income approach therefore has not been developed. The cost approach has been developed and given some consideration.</u>	
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: _____	
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
ATTACHMENTS	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>300,000</u> , as of: <u>06/01/2023</u> , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
	A true and complete copy of this report contains <u>18</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input type="checkbox"/> Flood Addendum <input type="checkbox"/> Manuf. House Addendum <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> _____	
SIGNATURES	Client Contact: <u>Madeline R. Fisher</u> Client Name: <u>St. Charles Parish Dept. of Legal Services</u>	
	E-Mail: <u>mfisher@stcharlesgov.net</u> Address: <u>P.O. Box 302, Hahnville, LA 70057</u>	
	APPRAISER  Appraiser Name: <u>Karla J. Scott, SRA, AI-RRS</u> Company: <u>A.R.E. Real Estate Services, Inc.</u> Phone: <u>(985) 764-6512</u> Fax: _____ E-Mail: <u>karla@areservices.com</u> Date of Report (Signature): <u>06/04/2023</u> License or Certification #: <u>R1031</u> State: <u>LA</u> Designation: <u>SRA, AI-RRS</u> Expiration Date of License or Certification: <u>12/31/2023</u> Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: <u>06/01/2023</u>	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____
	Copyright © 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.	

Scope Of Work, Assumptions, & Limiting Conditions

File No.: 230229

Property Address: 679 W Pine St

City: Norco

State: LA

Zip Code: 70079

Client: St. Charles Parish Dept. of Legal Services

Address: P.O. Box 302, Hahnville, LA 70057

Appraiser: Karla J. Scott, SRA, AI-RRS

Address: 1708 Chantilly Drive, Suite E, LaPlace, LA 70068

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch

is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other

data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best

use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction

with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance

value, and should not be used as such.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence

of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the

normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous

wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of

the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence

of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors

are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by

the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

File No.: 230229

Property Address: 679 W Pine St	City: Norco	State: LA	Zip Code: 70079
Client: St. Charles Parish Dept. of Legal Services		Address: P.O. Box 302, Hahnville, LA 70057	
Appraiser: Karla J. Scott, SRA, AI-RRS		Address: 1708 Chantilly Drive, Suite E, LaPlace, LA 70068	

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I Karla J. Scott, have completed the continuing education program of the Appraisal Institute.


DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Madeline R. Fisher	Client Name: St. Charles Parish Dept. of Legal Services
E-Mail: mfisher@stcharlesgov.net	Address: P.O. Box 302, Hahnville, LA 70057

<p>APPRAISER</p>  <p>Appraiser Name: Karla J. Scott, SRA, AI-RRS Company: A.R.E. Real Estate Services, Inc. Phone: (985) 764-6512 Fax: _____ E-Mail: karla@areservices.com Date Report Signed: 06/04/2023 License or Certification #: R1031 State: LA Expiration Date of License or Certification: 12/31/2023 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 06/01/2023</p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____</p>
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SIGNATURES



Supplemental Addendum

File No. 230229

Borrower	N/A						
Property Address	679 W Pine St						
City	Norco	County	St. Charles	State	LA	Zip Code	70079
Lender/Client	St. Charles Parish Dept. of Legal Services						

FOREWORD:

*This appraisal report has been completed in accordance with our interpretation of the appraisal and reporting standards as set forth in the **Uniform Standards of Professional Appraisal Practice (USPAP)**, as promulgated by the **Appraisal Foundation**,*

THE INTENDED USE AND USER:

The intended use and user define the value opinion to be provided, the scope of work necessary to produce an opinion that would be credible for that intended use and the level of reporting necessary for the user to properly understand and employ the opinions within the appraisal report.

The intended user of the report is St. Charles Parish client. Based on conversations and/or correspondence it is my understanding that the intended use of the appraisal is to assist in estimated the just compensation due for the acquisition of for a public purpose.

THE PURPOSE OF THE APPRAISAL:

The appraisal's purpose is to estimate the compensation due for the proposed acquisition. The estimate includes the "fair market value" of the property rights to be acquired and any damages attributable to the proposed project. The compensation estimate offered herein is limited to real property. The analysis does not consider other economic factors that may be appropriate in estimating "just compensation."

Just Compensation, as applied herein, is defined as

The amount of loss for which a property owner is compensated when his or her property is acquired; said compensation should put the owner in as good a pecuniary position as he or she would be if the property has not been acquired; the remuneration should include all expenses incurred including, but not limited to, hook up expense for utilities, interest from the date of taking, and, in some instances, the cost of a new site or building, not necessarily equal to the value of the property taken."

Value definition for public acquisition.

Fair market value, as used herein, is defined by Louisiana Revised Statute 47:2321 as follows,

The price for property which would be agreed upon between a willing and informed buyer and a willing and informed seller under usual and ordinary circumstances; it shall be the highest price estimated in terms of money which property will bring if exposed for sale on the open market with reasonable time allowed to find a purchaser who is buying with knowledge of all the users and purposes to which the property is best adapted and for which it can be legally used."

REPORT FORMAT:

The appraisal is presented in the "Appraisal Report Format" and is intended to comply with USPAP Standard 2-2 A. The level of reporting is intended to provide the client with information adequate to understand the analysis and conclusions presented herein, as they relate to the stated intended use of the appraisal. It is critical that the user properly understand the context in which the appraisal was developed to properly employ the opinions provided. If the user does not believe the report in its current form provides an adequate description of the appraisal process, supporting data and analysis and reasoning supporting the opinions provided herein, they should request additional information.

THE EFFECTIVE DATE OF THE APPRAISAL:

The effective date of the appraisal is 06/01/2023. It is imperative the reader understand the real estate market is not static. Any changes in the market, either actual or perceived, may affect the value opinions as they would relate to any other prior to or after the effective date established for this appraisal. Examples of market changes which could affect the value include but are not limited to changes in interest rates, supply and demand, and/or announcements of public or private projects that were not known or considered in this appraisal.

SCOPE OF WORK:

The scope of work reflects the amount and type of information to be researched and the analysis necessary to produce a credible opinion of value suitable for the intended use of the appraisal. It is the appraiser's responsibility to establish the appropriate scope of work and to disclose to the intended user the following;

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work for this assignment included but was not limited to the following;

- A review of the property's legal description and readily available maps to properly identify the subject property. At least one visit to the subject was made to collect physical data about the site and improvements. The inspection was limited to those readily observable features and did not include any testing or use of special equipment. The inspection was made to determine the overall physical condition, the quality of construction and the subject's ability to function at its highest and best use.
- During the site visit, the appraiser conducted a visual inspection of the exterior and interior of the building improvements. The building areas reported herein, including Gross Building Area, Gross Living area, and unfinished

Supplemental Addendum

File No. 230229

Borrower	N/A						
Property Address	679 W Pine St						
City	Norco	County	St. Charles	State	LA	Zip Code	70079
Lender/Client	St. Charles Parish Dept. of Legal Services						

areas, are developed consistent with ANSI standard Z765-20201.

- The building sketch included herein reflects the measurements taken during the site visit. The sketch is included only to assist the user in understanding the appraisal process. The appraiser does not warrant its accuracy for any other use.
- Collection of demographic and economic information regarding the regional economy, municipality and immediate neighborhood. Analysis of local real estate market trends and development trends.
- Research of the local realtor multi-list service and deed fax and a survey of realtors, market participants and other local appraisers for data related to recent sales and current offerings of properties similar to subject both as if vacant and as improved.
- Research of the local realtor multi-list service and a survey of realtors, market participants and other local appraisers for data related to occupancies, rental rates, expenses and current offering of similar and competing properties available for rent.
- Research of current construction cost for improvements similar to the subject's through the Marshall Valuation Service and a survey of local contractors and developers.
- Analyzed the data gathered to establish the appropriateness of its inclusion in the appraisal process. Where appropriate developed adjustments used in the sales comparison approach, established market rents, expenses and applicable rates or ratios for use in the income approach and developed cost and depreciation estimates for use in the cost approach.

Within the body of the report is a more detailed explanation of each of the approaches to value considered and their relevance to the final value opinions.

The scope of work is specific to the intended use and user. The opinions provided herein should not be employed for any use other than the intended use. Though a user may believe the level of data collection and analyses are appropriate for other uses, the context in which they were developed may not be appropriate for any other application. Furthermore, no user other than the intended user should rely upon or employ the opinions provided herein. The data collection, analysis and reporting are based upon the appraiser's understanding of the intended use and user and may not be appropriate for another user.

The physical inspection and reported property conditions are unique to the appraisal application. Terminology reporting a properties condition is relative to competing properties and may not be inclusive of similar property types. The visual inspection completed for the appraisal does not rise to the level of a property inspection completed by a licensed property inspector, contractor or engineer and should not be relied upon as such. The user should carefully review and understand the limiting conditions, assumptions and certifications included herein that further define the context of the appraisal and the reporting.

HIGHEST AND BEST USE:

The "Highest and Best Use" of the subject property is considered to be that use that is physically possible, reasonably probable, legally permissible, financially feasible and results in the highest value. The "Highest and Best Use" is determined for the property both as vacant and as improved.

In the case of the subject, locational factors such as, accessibility, surrounding uses and market demand suggest a residential use. The site's physical constraints, size, shape, width to depth ratio and topography are all well suited to use as a residential site. Furthermore, the existing zoning limits the legal use of the subject site to single-family residential use or a less intensive use, with little likelihood of change. Current demand, price levels and surrounding activities support the development of the site for single-family use. The Highest and Best use for the subject as vacant is considered to be for "Immediate development for single-family use".

As described within the body of the report, the subject site is currently improved with a single-family residence. These improvements conform to the opined "Highest and Best Use" of the subject as if vacant. The observed or assumed condition, design and utility of the improvements all support a continuation of their use. The Highest and Best Use of the subject as improved is considered to be for "Single-Family Residential".

COST APPROACH:

The cost approach is most relevant when the improvements are proposed, new, relatively new and when or if the improvements are to be renovated. The cost approach is often the most reliable approach when appraising properties that are designed for a special purpose or are seldom exchanged in the market place.

The cost approach provides an estimate of value by combining the market value of the vacant land, the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of accrued depreciation. As the level of depreciation increases the reliability of this approach diminishes. Increased depreciation results in greater subjectivity in assessing its effects, as well as limiting the amount of data from which reliable adjustments can be extracted.

Improvements to the subject property are 53 years old and would likely require significant adjustments for depreciation. Due to a limited amount of data, reliable adjustments could not be derived. The resulting value estimate was considered overly subjective and was not considered a reliable indicator of the market value. Despite the limitations and due to the recent renovation of the property, this approach has been included. The cost approach is not given any consideration in the appraiser's final analysis

All cost estimates were taken from the "Marshall and Swift" Cost Service and local contractors. Costs are for replacement and not reproduction. Depreciation was based upon a modified age-life method. Land value was derived from available market data.

Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property.

Supplemental Addendum

File No. 230229

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Borrower	N/A				
Property Address	679 W Pine St				
City	Norco	County	St. Charles	State	LA Zip Code 70079
Lender/Client	St. Charles Parish Dept. of Legal Services				

The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal.

SALES COMPARISON APPROACH:

The sales comparison approach is an analysis of recently sold, under contract and currently listed properties determined to be similar or comparable to the subject property. The data considered was believed to be representative of the market. The specific sales presented were chosen because they were considered to be the most comparable and required the fewest adjustments.

The analysis focuses on similarities and differences that affect value, including but not limited to property rights, conditions of the sale, financing terms, size, location, physical features and amenities. When possible and reasonably supported, each comparable is adjusted for its differences from the subject. These adjustments reflect market consideration for the differences. All differences may not be adjusted for because they either do not affect value or because there is inadequate data from which a reliable adjustment could be derived. Though an adjustment may not be made for specific differences (i.e. room count, appliances exterior siding, etc ...) these differences are considered in the reconciliation of the data.

The sales considered most comparable or similar to subject were given the greatest weight. The weighting of the comparables considered gross, line and net adjustment percentages, as well as location and overall comparability.

INCOME APPROACH:

The income approach reflects the value an investor is willing to pay for income producing property. Properties similar to the subject are typically owner occupied and not considered to be income producing or traded based on the potential to produce income. Additionally, as would be expected with this type property the revenue, expense and capitalization data is limited. Without adequate data, the income approach was not considered to be a reliable indicator of value and has been omitted. The omission of this approach does not affect the credibility of the value opinion provided as it relates to its intended use.

EXPOSURE TIME:

The value opinion assumes an exposure time of 0-6 months.

Limitation of Compensation Analysis:

The opinion of the compensation due offered herein is limited to those directly related to the real estate. Other economic considerations are outside the scope of this analysis.

FINAL RECONCILIATION:

As previously discussed all three of the traditional approaches to value were considered. The income approach was not considered a reliable indicator of value and was omitted. The sales comparison approach was considered to be the most reliable indicator of value and was given the greatest weight. As a result of my investigation and analysis, it is my opinion that the market value of the identified interest in the subject property as of 06/01/2023 was:

\$300,000

SPECIAL LIMITATIONS:

Information regarding flood zone, wood infestation and the overall condition of the improvement's components and systems are not warranted. The appraiser is not properly trained or licensed to determine flood hazard, recognize the existence of wood boring insects or properly determine or report on the condition of the improvements. A licensed land surveyor, pest inspector and home inspector can report on each of the respective issues.

Comparable Photo Page

Borrower	N/A				
Property Address	679 W Pine St				
City	Norco	County	St. Charles	State	LA Zip Code 70079
Lender/Client	St. Charles Parish Dept. of Legal Services				

**Comparable 1**

516 6th St	
Prox. to Subject	0.21 miles S
Sale Price	385,000
Gross Living Area	2,570
Total Rooms	7
Total Bedrooms	4
Total Bathrooms	3
Location	Rural
View	Residential
Site	20770
Quality	Average
Age	37

**Comparable 2**

555 Marino Dr	
Prox. to Subject	0.38 miles SE
Sale Price	239,000
Gross Living Area	1,286
Total Rooms	6
Total Bedrooms	4
Total Bathrooms	2
Location	Rural
View	Residential
Site	5040
Quality	Average
Age	66

**Comparable 3**

420 Pine St	
Prox. to Subject	0.53 miles S
Sale Price	215,000
Gross Living Area	1,069
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1
Location	Rural
View	Residential
Site	6860
Quality	Average
Age	66

Comparable Sales Map

Borrower	N/A				
Property Address	679 W Pine St				
City	Norco	County	St. Charles	State	LA
Zip Code	70079				
Lender/Client	St. Charles Parish Dept. of Legal Services				



License

1031
APR-CRA



DURABLE POWER OF ATTORNEY

STATE OF LOUISIANA
PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS:

That I, **Patricia Bourgeois Poche**, SS #***-**-2500, of the full age of majority and a resident of the Parish of St. Charles, State of Louisiana, hereinafter referred to as "Principal," do hereby make, name, constitute and appoint:

James J. Poche, or Renee P. Agurcia, or Dan D. Poche

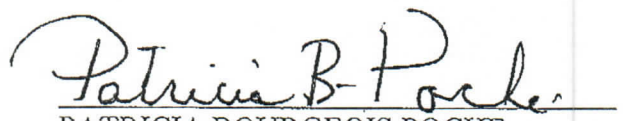
my true and lawful Attorneys-in-Fact, for me, and in my name, place and stead to:

Act with full power and authority on my behalf; conduct, manage and transact all and singular my affairs, business, concerns and matters of whatever nature or kind, without any exception or reservation whatsoever; to endorse and accept checks; to draw money out of any financial institution(s), or bank(s) where the same may have been deposited in my name; to enter any safety deposit box which is in my name; to transfer, buy or sell movables, including motor vehicles and securities, at prices they may determine as fair in their complete discretion, or donate movables, including motor vehicles and securities; to buy and sell (including short sales) to subscribe for and trade in stocks, bonds, options, limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise; to acquire, buy, alienate, sell, mortgage, encumber, partition, or lease immovables and movables, including motor vehicles and securities; to represent her in any and all legal matters and general matters.

And generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite and necessary, touching or concerning the affairs, business or assets of Principal as fully, completely and effectually, and to all intents and purposes with the same validity, as if all and every such act, matter or thing, were on, had been particularly stated, expressed, and especially provided for, or as Principal could or might do if personally present.

Said Principal further declares that he hereby gives said Attorneys-in-Fact full power and authority on my behalf to do the following:

1. Make inter vivos donations, either outright or to a new or existing trust or custodial arrangement, and to impose such conditions on the donations, including, without limitation, the power to revoke;
2. Accept or renounce a succession;
3. Contract a loan, acknowledge or make remission of a debt, or become a surety;
4. Draw or endorse promissory notes and negotiable instruments;
5. Enter into a compromise or refer a matter to arbitration;


PATRICIA BOURGEOIS POCHE
NOVEMBER 20, 2017

DURABLE POWER OF ATTORNEY

BY: PATRICIA BOURGEOIS POCHE

TO: JAMES J. POCHE, or RENEE P. AGURCIA, or DAN D. POCHE

- 6. Make health care decisions, other than declarations of life-sustaining procedures pursuant to R.S. 40:1299.58.1 et seq., but which may include surgery, medical expenses, nursing home residency, or medication.

It is my intention that the Power of Attorney herein granted is unlimited.

And I give and grant unto my said Attorneys-in-Fact full power and authority to sign all papers, deeds and documents; to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified, with the same validity as I might myself do, were I personally present and acting for myself, and I hereby ratify and confirm whatever my said Attorneys may do by virtue of this power.

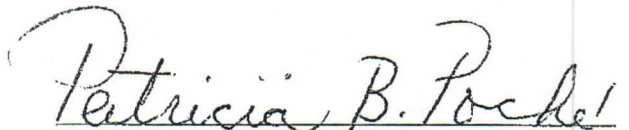
I authorize my Agents to enter into contracts with themselves.

This Power of Attorney is a Durable Power of Attorney and shall not be affected by my disability or incapacity and shall continue in effect if I become disabled or incapacitated, and shall continue in effect until my death or until revoked by me.


THUS DONE AND PASSED, on this 20th day of November, 2017, in the presence of the two undersigned competent witnesses who have hereunto signed their names with appearer and me, Notary, after due reading of the whole.

WITNESSES:


 DONNA F. LAMBERT


 PATRICIA BOURGEOIS POCHE
 PRINCIPAL


 GRETA C. NASSAR


 GREGORY A. MILLER - 19063
 NOTARY PUBLIC
 NOTARY ID#15328
 MY COMMISSION IS FOR LIFE

DURABLE POWER OF ATTORNEY

STATE OF LOUISIANA
PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS:

That I, James J. Poche, a/k/a James J. Poche, Sr., SS #***-**-4450, of the full age of majority and a resident of the Parish of St. Charles, State of Louisiana, hereinafter referred to as "Principal," do hereby make, name, constitute and appoint:

Patricia B. Poche or Renee P. Agurcia or Dan D. Poche,

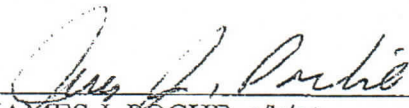
my true and lawful Attorneys-in-Fact, for me, and in my name, place and stead to:

Act with full power and authority on my behalf; conduct, manage and transact all and singular my affairs, business, concerns and matters of whatever nature or kind, without any exception or reservation whatsoever; to endorse and accept checks; to draw money out of any financial institution(s), or bank(s) where the same may have been deposited in my name; to enter any safety deposit box which is in my name; to transfer, buy or sell movables, including motor vehicles and securities, at prices they may determine as fair in their complete discretion, or donate movables, including motor vehicles and securities; to buy and sell (including short sales) to subscribe for and trade in stocks, bonds, options, limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise; to acquire, buy, alienate, sell, mortgage, encumber, partition, or lease immovables and movables, including motor vehicles and securities; to represent her in any and all legal matters and general matters.

And generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite and necessary, touching or concerning the affairs, business or assets of Principal as fully, completely and effectually, and to all intents and purposes with the same validity, as if all and every such act, matter or thing, were on, had been particularly stated, expressed, and especially provided for, or as Principal could or might do if personally present.

Said Principal further declares that he hereby gives said Attorneys-in-Fact full power and authority on my behalf to do the following:

1. Make inter vivos donations, either outright or to a new or existing trust or custodial arrangement, and to impose such conditions on the donations, including, without limitation, the power to revoke;
2. Accept or renounce a succession;
3. Contract a loan, acknowledge or make remission of a debt, or become a surety;
4. Draw or endorse promissory notes and negotiable instruments;
5. Enter into a compromise or refer a matter to arbitration;


 JAMES J. POCHE, a/k/a
 JAMES J. POCHE, SR.
 NOVEMBER 20, 2017

DURABLE POWER OF ATTORNEY

BY: JAMES J. POCHE, a/k/a JAMES J. POCHE, SR.

TO: PATRICIA B. POCHE or RENEE P. AGURCIA or DAN D. POCHE

- 6. Make health care decisions, other than declarations of life-sustaining procedures pursuant to R.S. 40:1299.58.1 et seq., but which may include surgery, medical expenses, nursing home residency, or medication.

It is my intention that the Power of Attorney herein granted is unlimited.

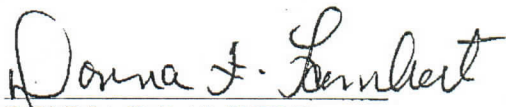
And I give and grant unto my said Attorneys-in-Fact full power and authority to sign all papers, deeds and documents; to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified, with the same validity as I might myself do, were I personally present and acting for myself, and I hereby ratify and confirm whatever my said Attorneys may do by virtue of this power.


I authorize my Agents to enter into contracts with themselves.

This Power of Attorney is a Durable Power of Attorney and shall not be affected by my disability or incapacity and shall continue in effect if I become disabled or incapacitated, and shall continue in effect until my death or until revoked by me.

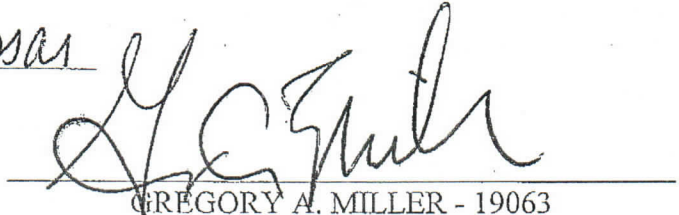
THUS DONE AND PASSED, on this 20th day of November, 2017, in the presence of the two undersigned competent-witnesses who have hereunto signed their names with appearer and me, Notary, after due reading of the whole.

WITNESSES:


 DONNA F. LAMBERT


 JAMES J. POCHE, a/k/a
 JAMES J. POCHE, SR.
 PRINCIPAL


 GRETA C. NASSAR


 GREGORY A. MILLER - 19063
 NOTARY PUBLIC
 NOTARY ID#15328
 MY COMMISSION IS FOR LIFE

2023-0344

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Contract with Omega Foundation Services, Inc., for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202) in the amount of \$2,757,000.00.

WHEREAS, Ordinance No. 21-3-2 adopted on March 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements Project (P210202), in the lump sum amount of \$39,810.00; and,

WHEREAS, Ordinance No. 22-3-11 adopted on March 21, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements (Project No. P210202), in the amount not to exceed \$637,824.00; and,

WHEREAS, Ordinance No. 23-11-4 adopted on November 6, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-3-2, with Bryant Hammett & Associates, LLC to increase the overall surveying contract by \$27,860.00, bringing the overall contract value to \$67,670.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on August 15, 2023, for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202); and,

WHEREAS, C. H. Fenstermaker & Associates, LLC has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Omega Foundation Services, Inc., in the amount of \$2,757,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Omega Foundation Services, Inc., for the construction of Primrose Canal Cleaning and Improvements Phase - 1A (Project No. P210202) is hereby approved and accepted in the amount of \$2,757,000.00.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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

And the ordinance was declared adopted this _____ day of _____, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500**CONTRACT**

This agreement entered into this _____ day of _____, 20 _____, by Omega Foundation Services, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 96 Ethel, LA 70730, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1**STATEMENT OF WORK**

- 1.01 Contractor shall furnish all labor and materials and perform the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:

Project Name: Primrose Canal Cleaning and Improvements – Phase 1A
 Project Number: P210202

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: C.H. Fenstermaker & Associates, L.L.C.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated June 1, 2023, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Stabilization of existing drainage canal banks by the installation of steel sheet piles along the top banks, clearing and grubbing trees and vegetation along the top bank, grading the top bank with appropriate fill to ensure positively water flow over the steel sheet piles into the drainage canal, and removing existing structures and obstructions within the construction limits.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by C.H. Fenstermaker & Associates, L.L.C. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 60 working days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand dollars \$1,000.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

(\$2,757,000.00) Two Million Seven Hundred Fifty-Seven Thousand Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Number 1 inclusive)
- h) Contract documents bearing the general title "Project No. P210202 – Primrose Canal Cleaning and Improvements – Phase 1A" dated June 1, 2023.
- i) Drawings, consisting of a cover sheet dated June 1, 2023 and the sheets listed on Drawing Title Sheet Phase 1A; each sheet bearing the following general title:

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, 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 the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor’s consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By: _____

By: [Signature]

Title: _____

Title: President

ATTEST:

ATTEST:

By: _____

By: [Signature]

Title: _____

Title: Estimator

END OF SECTION



ST. CHARLES PARISH

PUBLIC WORKS

32

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM
DIRECTOR

NOTICE OF INTENT TO AWARD

November 15, 2023

TO: Andrew Bennett, President
Omega Foundation Services, Inc.
1103 Hwy 19, Slaughter, LA 70777
License Number: 69770

PROJECT NAME: Primrose Canal Cleaning and Improvements – Phase 1A

PROJECT NO: P210202

To Whom It May Concern:

You are hereby notified that your bid dated August 15, 2023, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Two Million, Seven Hundred Fifty-Seven Thousand Dollars (\$ 2,757,000.00).

SCP-E-00810

00810-1

Revised July 24, 2023
Revised April 7, 2021

100 River Oaks Drive, Destrehan, LA 70047 • Phone: (985) 783-5102 • Fax: (985) 725-2250 • stcharlesparish-la.gov

Deliver all documents to:

Dax Douet, P.E.
 C. H. Fenstermaker & Associates, L.L.C.
 135 Regency Square, Lafayette, LA 70508
 dax@fenstermaker.com

The following documents were delivered to St. Charles Parish on August 23, 2023.

1. One (1) original Employment Status Verification Affidavit (Section-SCP-E-00475) See La. R.S. 38:2212(B)(3)(a) and three copies;
2. One (1) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480) See La. R.S. 38:2224 and three copies;
3. One (1) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227 and three copies;
4. One (1) copy of three Requests to Sublet (Section-SCP-E-00816).

Deliver the following documents to the Engineer by November 30, 2023, as St. Charles Parish will mail to the Engineer the formerly delivered documents (originals only) listed above.

1. Remaining three (3) original Employment Status Verification Affidavit (Section-SCP-E-00475) See La. R.S. 38:2212(B)(3)(a);
2. Remaining three (3) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480) See La. R.S. 38:2224;
3. Remaining three (3) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Four (4) originals of each Request to Sublet (Section-SCP-E-00816).

Deliver the following documents by November 30, 2023

1. Four (4) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).

2. Four (4) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Four (4) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Four (4) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”
5. Four (4) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to date the Bonds and Power of Attorney to coincide with the time of execution of the contract by St. Charles Parish. The Bonding Company is to fill in the location where the bond was signed.
6. Four (4) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.

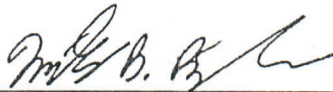
Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:

- **Time frame will be in days with a starting point at Notice to Proceed**
- **Review and approval time of submittals**
- **Order and delivery time of critical path items**
- **Mobilization and construction set up time**
- **Construction time**
- **Anticipated Substantial Completion date**
- **Anticipated Final Change Order submittal date**
- **Anticipated project closure date**

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Miles B. Bingham, P.E.
Director Public Works

cc:

Brad Berthelot - Public Works Accountant

Andre Ford, P.E. - Public Works Engineer

Dax Douet, P.E. - Engineering Company Engineer

Zachary Hatch, E.I. - Engineering Company Engineer

Project File

Michelle Impastato - Parish Council Secretary



ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM, P.E.
DIRECTOR

September 26, 2023

TO: Andrew Bennett, President
Omega Foundation Services, Inc.
1103 Hwy 19, Slaughter, LA 70777
License Number: 69770

RE: P210202 Primrose Canal Cleaning and Improvements – Phase 1A
Bid Extension Request Letter

Mr. Bennett,

The Supplemental Instructions to Bidders, St. Charles Parish Specification Section SCP-E-00100, states the following regarding Bid Security, “The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the forty-sixth (46th) day after the bid opening.” The section also states, “The Owner and the Lowest Responsible Bidder may mutually agree in writing to extend the deadline for award by one or more extensions of thirty (30) calendar days.”

The bid opening for the abovementioned project was held on Tuesday, August 15, 2023, and therefore the forty-sixth (46th) day after the bid opening will be Saturday, September 30, 2023, and the St. Charles Parish and Omega Foundation Services, Inc. have yet to enter into a contract as of Tuesday, September 26, 2023.

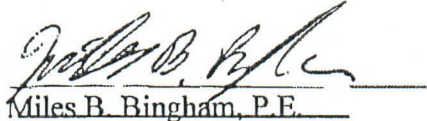
Per LA R.S. 38:2215.B., “If the lowest responsible and responsive bidder has timely provided all documents required by R.S. 38:2212, and no injunction or temporary restraining order is in effect, the lowest responsible and responsive bidder and the public entity shall execute the contract not later than sixty calendar days after the date of the public entity’s award of the contract to the lowest responsible and responsive bidder.” However, a temporary restraining order was issued by Judge Connie M. Aucoin of the 29th Judicial District Court on September 1, 2023. Although the temporary restraining order was vacated on September 25, 2023, St. Charles Parish anticipates an appellate writ will be taken in the near future on the Court’s recent rulings.

Based on the dates listed above, St. Charles Parish is requesting an extension of the deadline for award by thirty (30) calendar days. This extension would bring the deadline to Sunday, October 29, 2023. This request is subject to Omega Foundation Services, Inc. honoring their bid of Two Million, Seven Hundred Fifty-Seven Thousand Dollars (\$2,757,000.00).

If Omega Foundation Services, Inc. agrees to extend the deadline for the award, please sign this letter below and return to my office at 100 River Oaks Drive, Destrehan, Louisiana, 70047. An electronic version can be emailed to aford@stcharlesgov.net.

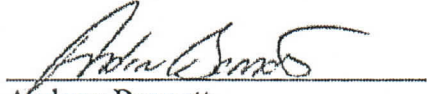
If you have any questions, please do not hesitate to contact Andre Ford or myself at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.

Sincerely,



Miles B. Bingham, P.E.

Director, St. Charles Parish Department of Public Works



Andrew Bennett

President, Omega Foundation Services, Inc.

cc:

Lee Zeringue, P.E. – Senior Parish Engineer, Department of Public Works (SCP)

Andre R. Ford, P.E. – Engineer II, Department of Public Works (SCP)

Dax Douet, P.E. – Project Engineer, C. H. Fenstermaker & Associates, LLC

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Omega Foundation Services, Inc.
 in a meeting duly assembled that Andrew Bennett, Secretary/ Treasurer
 (Name and title) of the Corporation is hereby authorized, empowered and directed for and on behalf of the
 Corporation to negotiate for and sign any and all bid proposals, contracts and other documents which this
 Corporation might enter into for the project entitled
 "Primrose Canal Cleaning and Improvements
Project No. P210202"

I, Andrew Bennett
 Secretary of Omega Foundation Services, Inc.

do hereby certify that the above and foregoing is a true and correct copy of a Resolution unanimously adopted
 at a meeting of the Board of Directors of said Corporation held on this 1 day of January, 2023
 at which meeting all members of the Board of Directors were present and voted thereon and that said
 Resolution has been spread upon the minute books of the Corporation and same is now in full force and
 effect.

WITNESS MY SIGNATURE this 1 day of January, 2023 at 10:00 am

SECRETARY *Andrew Bennett*





Transmitted via Email

August 17, 2023

Ms. Andre R. Ford, P.E.
Parish Engineer II
St. Charles Parish Government
100 Rive Oaks Drive
Destrehan, LA 70047

**RE: Primrose Canal Cleaning and Improvements – Phase 1A
Parish Project No. P21202**

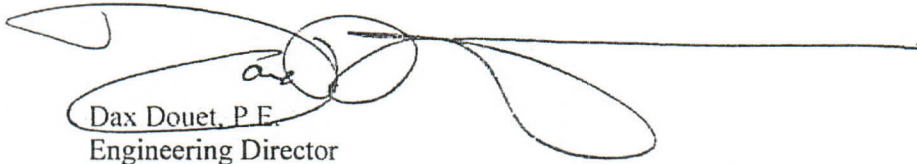
Dear Ms. Ford:

We have reviewed the bids received on August 15, 2023, for the above referenced project. There were five (5) bids received and one (1) bid appears to have a calculation error. The base bid presented by LMB Services has been revised from its original figure of \$2,777,777.11 to \$2,782,877.11. This base bid adjustment did not affect the outcome of the apparent low bidder Omega Foundation Services with a Base Bid in the amount of \$2,757,000.00. A certified bid tabulation is attached.

If have any questions or require additional information please contact myself or Zachary Hatch, E.I. at dax@fenstermaker.com or zhatch@fenstermaker.com.

Sincerely,

FENSTERMAKER



Dax Douet, P.E.
Engineering Director

ZH

Enclosures: Certified Bid Tabulation

cc: 2224838.00C/Correspondence Out

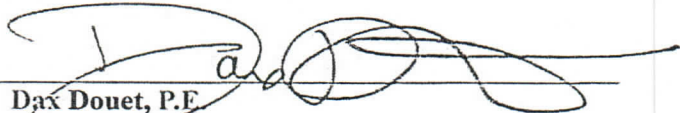
**135 Regency Square | Lafayette, LA 70508 | (337) 237-2200 phone | (337) 232-3299 fax
www.Fenstermaker.com**

**BID TABULATION**

PROJECT NAME: Primrose Canal Cleaning and Improvements – Phase 1A – P21202
OWNER: St. Charles Parish Government
ENGINEER: C. H. Fenstermaker & Associates, L.L.C.
DATE: August 15, 2023

	CONTRACTOR	STATE LICENSE NO.	BASE BID	ALTERNATE 1	TOAL BID
1	Cycle Construction Company, L.L.C.	36961	\$3,749,650.00	N/A	\$3,749,650.00
2	Dynamic Group, LLC	64705	\$3,246,277.03	N/A	\$3,246,277.03
3	Impetus Infrastructure LLC	44187	\$2,993,840.00	N/A	\$2,993,840.00
4	LMB Services	70108	\$2,782,877.11	N/A	\$2,782,877.11
5	Omega Foundation Services	69770	\$2,757,000.00	N/A	\$2,757,000.00

CERTIFIED BY:


Dax Douet, P.E.
C. H. Fenstermaker & Associates, L.L.C.

DATE:

8/17/23

135 Regency Square | Lafayette, LA 70508 | (337) 237-2200 phone | (337) 232-3299 fax
www.Fenstermaker.com

C H Fenstermaker & Associates, L L C

CONTRACT: St. Charles Parish Government
 Primrose Canal Cleaning and
 Improvements-Phase 1A-P210202

Engineer: C. H Fenstermaker & Associates, L.L.C.
 Bid Date: August 15, 2023

Item No.	Qty	Unit	Bidder No.1 Cycle Construction Company, LLC LA Cont. Lic. No 36961		Bidder No.2 Dynamic Group, LLC LA Cont. Lic. No 64705		Bidder No.3 Impetus Infrastructure LLC LA Cont. Lic. No 44187		Bidder No.4 LMB Services LA Cont. Lic. No 70108		Bidder No.5 Omega Foundation Services LA Cont. Lic. No 69770	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
BASE BID												
02000-01	1	Lump Sum	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
02100-01	1	Lump Sum	\$136,000.00	\$136,000.00	\$314,188.59	\$314,188.59	\$203,000.00	\$203,000.00	\$496,400.00	\$496,400.00	\$102,000.00	\$102,000.00
02200-01	1	Lump Sum	\$100,000.00	\$100,000.00	\$120,633.85	\$120,633.85	\$9,400.00	\$9,400.00	\$75,377.11	\$75,377.11	\$12,000.00	\$12,000.00
02200-02	30	Linear Foot	\$62.00	\$1,860.00	\$150.00	\$4,500.00	\$38.00	\$1,140.00	\$200.00	\$6,000.00	\$12.00	\$360.00
02300-01	1	Lump Sum	\$188,000.00	\$188,000.00	\$494,638.59	\$494,638.59	\$121,000.00	\$121,000.00	\$100,000.00	\$100,000.00	\$194,000.00	\$194,000.00
02400-01	1	Lump Sum	\$5,000.00	\$5,000.00	\$115,000.00	\$115,000.00	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
02500-01	20	Square Yard	\$230.00	\$4,600.00	\$215.00	\$4,300.00	\$300.00	\$6,000.00	\$200.00	\$4,000.00	\$134.50	\$2,690.00
02600-01	1	Lump Sum	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00
02610-01	30	Cubic Yard	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$1,000.00	\$30,000.00	\$200.00	\$6,000.00	\$185.00	\$5,550.00
02700-01	1	Lump Sum	\$195,000.00	\$195,000.00	\$43,000.00	\$43,000.00	\$174,000.00	\$174,000.00	\$277,700.00	\$277,700.00	\$100,000.00	\$100,000.00
02800-01	0.7	Acre	\$6,700.00	\$4,690.00	\$2,400.00	\$1,680.00	\$7,000.00	\$4,900.00	\$2,000.00	\$1,400.00	\$8,000.00	\$5,600.00
02900-01	1	Lump Sum	\$54,000.00	\$54,000.00	\$60,000.00	\$60,000.00	\$41,000.00	\$41,000.00	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00
03121-01	50,600.00	Square Foot	\$60.00	\$3,036,000.00	\$40.56	\$2,052,336.00	\$47.00	\$2,378,200.00	\$35.00	\$1,771,000.00	\$45.50	\$2,302,300.00
				\$3,749,650.00		\$3,246,277.03		\$2,993,840.00		\$2,782,877.11		\$2,757,000.00

BASE BID TOTAL

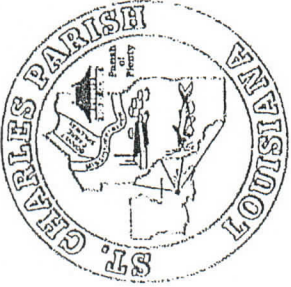


PROJECT TITLE: Primrose Canal Cleaning and Improvements - Phase 1A

PROJECT NO: P210202

DATE & TIME: Tuesday, August 15, 2023 at 10:00 am

ENGINEER'S ESTIMATE: \$2,800,000 - \$2,900,000



BIDDER	ADDRESS	LICENSE NUMBER	Required at Time of Bid Opening							Required within 10 days from Apparent Low Bidder				BASE BID	NOTE(S)
			LICENSE NUMBER on ENVELOPE	ACKNOWLEDGE ADDENDUM(S)	BID FORM 00300	BID BOND 00410	POWER OF ATTORNEY	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E-VERIFY AFFIDAVIT 00475	AFFIDAVITS 00480				
LMBServices	133 Jarrell Drive, Suite C Belle Chasse, Louisiana 1905 Highway 59, Mandeville, La 70448	70108	✓	✓	✓	✓	✓	✓	✓					2,777,777.11	Electronic & Paper
B & K Construction Co., LLC															
Durr Heavy Construction															
Cycle Construction Co., LLC	6 E 3rd Street, Kenner, LA 70062-7025	36916	✓	✓	✓	✓	✓	✓	✓	✓				3,749,650.00	
OMEGA		69710	✓	✓	✓	✓	✓	✓	✓	✓				2,757,000.00	
Impetus		44187	✓	✓	✓	✓	✓	✓	✓	✓				2,993,840.00	
Dynamic Group		64705	✓	✓	✓	✓	✓	✓	✓	✓				3,246,277.03	

Engineer C.H. Fenstermaker & Associates, LLC
was not present

Andrew Ford 8/15/2023

2023-0345

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances, Chapter 22, Sewers and Sewage Disposal, Article IV. General Sewer Use Regulations, Section 22-80. (1)(a) User charges and connection charges.; and Chapter 23, Water, Article I. In General, Section 23-3. Water user charges. (e), to limit each annual adjustment so as to not be below 0.00% and not to exceed 2.5% effective January 1, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 22, Sewers and Sewage Disposal, Article IV. General Sewer Use Regulations, Section 22-80. (1)(a) User charges and connection charges be amended to read as follows, with new text underlined and deleted text in ~~strikethrough~~ as follows:

Sec. 22-80. User charges and connection charges.

- (1) *Determination of charges:* The rates and charges for the use of the sewerage collection, treatment and disposal services of the parish, for each and every residence, commercial or industrial establishment now or hereafter connected to the parish treatment facilities, shall be in accordance with the following:
 - (a) *Volume rate charge:* To cover the cost of operation and maintenance and where necessary, capital improvements to the wastewater collection, treatment, and disposal system, a volume rate user charge is hereby established at \$7.86 (80 percent of \$7.86 equals \$6.29) per 1,000 gallons of water use on January 1, 2016; \$7.81 (80 percent of \$7.81 equals \$6.25) per 1,000 gallons of water use on January 1, 2017; \$7.71 (80 percent of \$7.71 equals \$6.17) per 1,000 gallons of water use on January 1, 2018.

The user charges established herein shall be adjusted on January 1 of each year in an amount equal to the Consumer Price Index, applicable to all urban consumers, as published by the United States Department of Labor, Bureau of Labor Statistics. Said adjustments shall be equal to the net percentage change in the CPI for the preceding 12-month period ending September 30. Said annual adjustments shall begin effective January 1, 2019. Effective January 1, 2024, each annual adjustment will not be below 0.00% and not to exceed 2.5%.

The user charges stated above were established based on the formula $C_a=C_t/V_t$ where:
 C_a = Annual user charge rate.
 C_t = Total annual O, M, and R costs.
 V_t = Total annual volume.

SECTION II. That the Code of Ordinances, Chapter 23, Water, Article I. In General, Section 23-3. Water user charges (e) be amended to read as follows, with text underlined and deleted text in ~~strikethrough~~ as follows:

- (e) Effective January 1, 2019, the water user charges established herein shall be adjusted on January 1 of each year in amount equal to the Consumer Price Index, applicable to all urban consumers, as published by the United States Department of Labor, Bureau of Labor Statistics. Said adjustment shall be equal to the net percentage change in the CPI for the preceding twelve-month period ending September 30. Effective January 1, 2024, each annual adjustment will not be below 0.00% and not to exceed 2.5%.

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

And the ordinance was declared adopted on the _____ day of _____, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____