

**INVITATION TO BID
THIS IS NOT AN ORDER**

**JEFFERSON PARISH PURCHASING DEPARTMENT
JEFFERSON PARISH GENERAL GOVERNMENT BUILDING
200 DERBIGNY ST., SUITE 4400
GRETN, LA 70053
(504) 364-2678**

Bids will be received, in the Jefferson Parish Purchasing Department until the hour of 2:00 PM, local time on February 22, 2024 and publicly opened thereafter in the West Bank Purchasing Department, Suite 4400, Jefferson Parish General Government Building, 200 Derbigny Street, Gretn, LA 70053.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

AS A 10% DEPOSIT IS DUE WITH BID SUBMISSION, ALL RESPONSES MUST BE SUBMITTED MANUALLY

BID FOR SURPLUS IMMOVABLE PROPERTY

Legal Description: One lot of ground, designated as Lot X-1, Square 74, Bonnabel Place Subdivision, previous municipal address 1154 Hesper Avenue, Metairie, LA 70005. (Bid No.: 50-00144216)

Minimum Bid: \$191,217.00

Bid Amount: \$ 200,000.00

Deposit Amount (10% of Bid Amount) \$ 20,000.00

(Deposit must be either an original cashier's check or an original certified check.)

The bidder hereby acknowledges that this bid may be rejected by Consolidated Drainage District No. 2 if any of the following are not executed or provided by bidder:

- 1) Purchase and Sale Agreement identified as FORM JP-1; bidder to sign on Page 3 of 3, under line identified as "Buyer's signature" and purchase price to be inserted in the space provided in Paragraph 2, Page 1 of 3. Discrepancy between purchase price in Paragraph 2 and bid amount hereinabove shall result in bid rejection.
- 2) Deposit as specified in Purchase/Sale Agreement, Paragraph 4, Page 1 of 3, must be enclosed with bid, or bid will be rejected.

Signature

ANDREW JOSEPH ROSENBOHM

Print or Type Name

2932 METAIRIE CT.

Address

METAIRIE, LA 70002

City, State & Zip Code

(504) 913 - 3115

Contact Number

arosenbo512@gmail.com

Email address

JEFFERSON PARISH PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into by and among ANDREW J. ROSENBOHM (hereinafter called "Buyer") and CONSOLIDATED DRAINAGE DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, STATE OF LOUISIANA (hereinafter called "Seller"), pursuant to authority of Resolution No. 143062, adopted the 8th day of November, 2023, a copy of which is attached hereto.

WITNESSETH:

1) Agreement to Sell and Purchase. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this agreement, all that certain lot or parcel of ground, designated as **Lot X-1, Square 74, Bonnabel Place Subdivision, previous municipal address 1154 Hesper Avenue, Metairie, LA 70005**, as shown on the attached survey by Bryant Hammett and Associates, LLC dated 6/08/2022 (hereinafter called the "Property").

2) Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be \$ 200,000.00. The Purchase Price shall be payable in cash on the Closing Date (hereinafter defined). Pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(4), no offer to purchase will be considered that does not equal or exceed the sum of **\$191,217.00**, hereinafter called the "Minimum Price," as established in the report of the appraiser commissioned by Seller to evaluate said Property, plus costs borne by Seller.

3) Acceptance of Agreement. This sale will be made by solicitation of sealed bids with the Property sold to the highest bidder, provided that such bid equals or exceeds the Minimum Price established for this sale. This offer is subject to the final approval of the Jefferson Parish Council and becomes a binding obligation upon the signature of an appointed representative of the Jefferson Parish Council duly authorized by an Ordinance adopted pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(5). The Jefferson Parish Council reserves the right to reject any and all bids at its discretion.

4) Deposit. Pursuant to Code of Ordinances, Jefferson Parish, Louisiana § 2-959(4), all offers to purchase must be accompanied by a ten (10) percent down payment, which shall be either an original cashier's check or an original certified check, made payable to "Jefferson Parish Pooled Cash" which sum is herein called the "Deposit." The Deposit shall be applied, exclusive of interest, against the sale price of the Property at the Closing of the Sale and purchase of the Property (the "Closing"), or refunded to Buyer if this Agreement is not accepted by the Jefferson Parish Council or refunded as provided for herein.

5) Closing. The Closing is to be held before a Notary Public selected by Seller on a date (hereinafter called the "Closing Date") no later than sixty (60) days from the date of Acceptance of the Agreement, as defined above; provided, however, that if *bona fide* curative work in connection with the title is required, Buyer agrees to and does extend the time for holding the Closing for an additional period of thirty (30) days.

6) Title. (a) Buyer hereby agrees to acquire the Property without any warranty of title to or the use of the Property whatsoever and without any recourse against Seller for the return of any part of the purchase price, but with full subrogation of rights against preceding owners, subject to all zoning restrictions, all encumbrances, all servitudes, and all rights-of-way.

(b) Prior to the Closing, Buyer shall have the right to review title to the Property, and, if there is any matter of record other than the Permitted Exceptions, and Seller cannot cure such matters, such inability may, at Buyer's option, render this Agreement null and void, and Buyer shall be entitled to return of the Deposit, and the parties shall have no further liability to one another.

7) Access and Physical Inspection. (a) The purchase of the Property shall be without reliance on any representations of or warranties by Seller as to the condition or fitness thereof, and shall be based solely on Buyer's knowledge of the condition and fitness thereof. Buyer acknowledges that it has heretofore conducted a thorough physical inspection of the Property. Inspections shall be scheduled by the Parish Attorney's Office Property Section, and this information will be provided by calling (504) 736-6300.

(b) Between the date of this agreement and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, soil tests, and other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer on the Property shall not materially damage the Property; and provided further, however, that Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs, and expenses suffered, incurred, or sustained by Seller as a result of the entry by Buyer or Buyer's agents or designees onto the Property.

(c) Seller has not made and shall make no representations or warranty concerning the condition, or the suitability for any purpose, of the Property, including any and all improvements thereon and the act of sale shall include the following or something similar:

Buyer has inspected the title to and condition of the Property and is completely aware of and satisfied with its current title and condition. This sale, transfer, and conveyance is made "as

is-where is" without any warranty, guaranty, or representations by Seller as to the title to or condition of the Property, but with full subrogation to the Seller and their successors and assigns with respect to any rights or causes of action against any former owners or occupants of the Property. Seller hereby expressly disclaim, and the Buyer hereby expressly waives any and all warranties whatsoever, either oral or written, expressed or implied, made by Seller or any other person or entity or implied by law with respect to the Property, with the warranties waived herein including, without limitation, any and all warranties of title or peaceable possession or as to zoning or restrictions affecting the Property, any and all warranties as to the condition of the Property or any of its components or parts or contents or any buildings, improvements, fixtures, or equipment forming a part thereof, any and all warranties with respect to the fitness or suitability of the Property for the Buyer's business or any other particular or general use or purpose, the status or permitted uses of such Property under local, state or federal land use laws, the ownership of any mineral rights, the existence of any mineral or executive rights, or concerning whether the Property constitutes a "wetland" or protected habitat under local, state, or federal laws pertaining to endangered species, wetlands protection, human health, or the environment, or any and all warranties with respect to the existence or absence of any asbestos and/or any other hazardous materials (as defined below) in, on, or under the Property, any and all warranties that the Property complies with any laws, and any and all warranties under La. Civ. Code art. 2475, and La. Civ. Code arts. 2477 through 2548, or any other provision of law. The Buyer expressly acknowledges the foregoing and waives any and all rights or causes of action that the Buyer has or may have to rescind or resolve this transfer or to demand a reduction in purchase price based upon the existence of any redhibitory or other vices, defects, or other deficiencies in the Property or any improvements, fixtures, or equipment forming a part thereof, based upon the unsuitability of the Property or any of its components or parts for the Buyer's intended use or any other use, based upon any eviction of the Buyer, in whole or in part, or based upon any other claimed breach of warranty or other matter whatsoever, this transfer being otherwise entirely at the Buyer's sole peril and risk. The Buyer acknowledges and agrees that the foregoing disclaimers and waiver of warranties have been fully explained to the Buyer and that the Buyer understands the same. Buyer and Seller jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this transaction and the same would not otherwise have been entered into or consummated without them. For purposes of this Act of Cash Sale, "hazardous materials" mean any substance or substances: (i) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or law; or (ii) which is or becomes defined as hazardous waste, substance, pollutant, or contaminant under any federal, state, or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*); and/or the Louisiana Environmental Quality Act (La. R.S. § 30:2001 *et seq.*); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, the State of Louisiana, or any political subdivision thereof.

8) Cost of Closing. Buyer shall pay all stamp and other taxes payable on the transfer of the Property, all registry and recordation costs, and costs of the premium for any owner's policy of title insurance issued in favor of Buyer insuring Buyer's title to the Property. Seller shall pay Seller's attorney fees. Buyer shall pay Buyer's attorney fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

9) Possession at Closing. Seller shall surrender possession of the Property to Buyer on the Closing Date.

10) Default. (a) If Seller fail to perform any of their obligations hereunder within the time stipulated herein, Buyer's exclusive remedy shall be to demand the return of the Deposit. Additionally, Buyer shall be entitled to recover the amount paid to Buyer's title insurance company as a cancellation charge limited to the title company's out-of-pocket costs.

(b) If Buyer fails to perform Buyer's obligations hereunder, within the time stipulated herein, Seller's exclusive remedy shall be to declare the deposit *ipso facto* forfeited, and Seller shall have the right to retain all of the interest earned thereon, without formality, beyond tender of title to Buyer.

(c) In the event that there is litigation between Buyer and Seller regarding the exercise of the aforesaid remedies, the prevailing party shall be entitled to recover its reasonable attorney fees and costs in connection therewith.

11) Further Assurances; Survival. At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further acts, affidavits, instruments, certificates, and documents, as Buyer, Buyer's counsel or Buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title, and interest in and to the Property to the full extent contemplated in this agreement.

12) Applicable Law. This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Louisiana.

13) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14) Time. Time is and shall be of the essence of this agreement. This offer shall be valid for a reasonable amount of time for the Jefferson Parish Attorney's Office to submit said offer to the Jefferson Parish Council ("Council") and for the Council's approval of said offer.

15) Captions. The captions and headings used in this agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this agreement.

16) Notices. All notices, requests, demands, tenders, and other communications under this agreement shall be in writing. Any such notice, request, demand, tender or other communication shall be deemed to have been duly given when actually delivered, when delivered to a nationally recognized commercial courier for next day delivery, or when deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below. Any party, by written notice to the others in the manner herein provided, may designate an address different from that stated below.

1) To Buyer:

ANDREW ROSENBOHM
2932 METAIRIE CT.
METAIRIE, LA 70002

2) To Seller:

Chairman of the Jefferson Parish Council
Joseph S. Yenni Building,
1221 Elmwood Park Boulevard, 10th Floor
Jefferson, Louisiana 70123

SELLER:

BUYER:

CONSOLIDATED DRAINAGE
DISTRICT NO. 2 OF THE PARISH OF
JEFFERSON, STATE OF LOUISIANA

Buyer's printed name: ANDREW J. ROSENBOHM

BY: _____

COUNCIL CHAIRMAN
DULY AUTHORIZED BY
RESOLUTION NO. 143062

X


Buyer's signature

DATE: _____

DATE: 2/5/24

Non-Public Works Bid

AFFIDAVIT

STATE OF LA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: ANDREW

ROSENBOHM, (Affiant) who after being by me duly sworn, deposed and said that

☒ he/she is the fully authorized SELF of SELF (Entity),

the party who submitted a bid in response to Bid Number 50 - 00144216 to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.


Choice B X _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.



Signature of Affiant

ANDREW J. ROSENBOHM

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 6th DAY OF FEBRUARY, 2014



Notary Public

Printed Name of Notary

MELVIN RIPP, JR.

Notary/Bar Roll Number

NOTARY ID# 12729

My commission expires LIFE.

Notary Search - Detail

Name: MR. MELVIN RIPP JR.
Address: 211 DERBIGNY ST.
GRETNA, LA 70053

Phone: 504-362-9961
Phone 2: 504-392-2086

Notary ID Number: 12729
Parish: JEFFERSON with STATEWIDE JURISDICTION
Agency: N/A
Notary Type: Attorney
Bar Roll #: 11278
Status: Active

Commission Date: 01/19/1984
Oath Date: 07/13/1983
Surety Expiration Date: Not Required
Annual Report Current: Not Applicable
Remote Online Notarization: No

Notary Events

Parish Change Previous Parish: ORLEANS Previous Commission Date: 10/12/1972

Deceased, Inactivated, Leave of Absence, Pre-Assessment Registration, Pre-Assessment Taken, Remote Notary Registration, Remote Notary Reinstatement, Remote Online Notary Resignation, Resigned, Retirement, and Revoked events are not available prior to February 11, 2012.

[Back to Search Results](#)[New Search](#)

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. IF COPIED THE WORD "VOID" WILL ALSO APPEAR.



84487
TTTT

CASHIER'S CHECK

ISSUING REGION 081

BRANCH Veterans Blvd

BRANCH DID 41453

DATE 02/06/2024

TWENTY THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF **JEFFERSON PARISH POOLED CASH*****

\$ 20,000.00

Drawer: Capital One, N.A.

RE: Andrew J Rosenbohm

AUTHORIZED SIGNATURE:

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Read the reverse side for important information on the reissuance of lost, destroyed, or stolen cashier's check. This check may not be replaced until after the 90th day of issue.