Bid Number 50-00133645

SALE OF SURPLUS IMMOVABLE JEFFERSON PARISH PROPERTY LOT 1-C-1, SQUARE 1, FORET SUBDIVISION, 6750 RIVER ROAD, WAGGAMAN, JEFFERSON PARISH, ZONED R-1A

BID DUE DATE, TIME: APRIL 13, 2021 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer: Daphne Nelson
Email: DNelson@jeffparish.net
Phone: (504) 364-2650

ADVERTISEMENT FOR BIDS
BID NO. 50-00133645

SEALED BIDS will be received until the hour of **2:00 p.m.**, local time on **April 13, 2021** in the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Jefferson General Government Building, Gretna, LA 70053.

Bid Openings:

All bids will be publicly opened at the West Bank location at 200 Derbigny Street, Suite 4400, Gretna, LA 70053 and via teleconference at 2:30 p.m., by calling the following number:

Dial-in Number: (504) 323-1800
Meeting ID: 181357

SALE OF SURPLUS IMMOVABLE JEFFERSON PARISH PROPERTY

The Parish of Jefferson and Consolidated Waterworks District No. 2 of the Parish of Jefferson, Louisiana hereby advertise for the submission of offers to purchase Lot 1-C-1, Square 1, Foret Subdivision, 6750 River Road, Waggaman, Jefferson Parish, zoned R-1A, for a starting minimum bid of $18,455.00. Bid Applications can be obtained through the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053.

Bid specifications may be obtained by visiting the Jefferson Parish Purchasing Department webpage at http://purchasing.jeffparish.net and selecting the LaPAC Tab. Bids may also be viewed online free of charge at www.jeffparishbids.net.

Each bid must be accompanied by a 10% deposit in the form of either an original cashier's check or an original certified check.

Renny Simno
Director
Purchasing Department

Misty A. Camardelle
Assistant Director
Purchasing Department

ADV: The New Orleans Advocate: The New Orleans Advocate: March 10,17 and 24, 2021

INVITATION TO BID
THIS IS NOT AN ORDER

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

Bids will be received, in the Jefferson Parish Purchasing Department until the hour of 2:00 pm., local time APRIL 13, 2021 and then publicly opened on in the Purchasing Department.

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 DISQUALIFY BID.

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

BID FOR SURPLUS IMMOVABLE PROPERTY

Legal Description: All that certain lot, tract, or parcel of real estate designated as **Lot 1-C-1, Square 1, Foret Subdivision, 6750 River Road, Waggaman, Jefferson Parish.**

Minimum Bid: **$18,455.00**

Bid Amount: $_____

Deposit Amount (10% of Bid Amount) $_____
(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 the Parish of Jefferson 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, under line identified as "Buyer's signature" and purchase price to be inserted in spaces in Paragraph 2, Page 1. Discrepancy between purchase price in Paragraph 2 and bid amount hereinabove shall disqualify this bid.
2) Deposit as specified in Sales/Purchase Agreement, Paragraph 4, Page 1, must be enclosed with bid, or bid will be rejected.

_____ _____
Signature **Title**

_____
Print or Type Name

_____ _____
Address **Telephone**

_____
City, State & Zip Code

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Sealed bids will be received in the Jefferson Parish Purchasing Department, Jefferson Parish General Government Building, 200 Derbigny St., Suite 4400, Gretna, LA 70053, until the date and hour specified on Page 1 of this bid proposal, at which time they will be publicly opened. **LATE BIDS WILL NOT BE ACCEPTED.**

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference.

JEFFERSON PARISH and CONSOLIDATED WATERWORKS DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, LOUISIANA reserve the right to reject any and all bids in whole or in part to waive any and all formalities in the best interest of JEFFERSON PARISH and CONSOLIDATED WATERWORKS DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, LOUISIANA.

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 WILL DISQUALIFY BID.

INVITATION TO BID ON A REVENUE GENERATING CONTRACT

DATE: 3/10/2021

BID NO.: 50-00133645 BUYER: Dnelson@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, APRIL 13, 2021 AND PUBLICY OPENED UPON COMPLETION OF ADMINISTRATIVE TASKS.

LATE BIDS WILL NOT BE ACCEPTED.

Bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

Please visit the Purchasing Department webpage at http://purchasing.jeffparish.net to register and review Jefferson Parish solicitations.

NOTE: MANUAL 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 SIGNATURE WILL REJECT THE BID.

THE FOLLOWING INSTRUCTIONS APPLY

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference.

Bidders should submit all questions in writing no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned on all requests. Questions may also be emailed to the buyer for this bid at the email address listed above.

JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from www.purchasing.jeffparish.net and by clicking on Vendor Information. While Jefferson Parish may have these on file, all bidders should furnish their current W-9 Form and respective Tax Identification Numbers with bid submission; records on file may be invalid or expired. The successful bidder must submit a W-9 Form and respective Tax Identification Number upon contract execution. Failure to do so may result in delay of payment.

If the bid exceeds $30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212 (B)(5). If the bid is in excess of $30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212 (B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website www.purchasing.jeffparish.net or you may provide your own document.

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. The award for Revenue Generating Bids will be made to the highest bidder.

   All bid prices shall remain valid for 45 days. Jefferson Parish and the highest responsible and responsive bidder by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

B. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel any contract at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

Bidders are not to exclude from participation in, deny the benefits or, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

ADDITIONAL REQUIREMENTS FOR THIS BID

Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next highest responsive and responsible bidder in this event.

Date: 3/10/2021
BID NO.: 50-00133645

BID FORM

FIRM NAME: _____

ADDRESS: _____

CITY, STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: $_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

_____

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

_____
SECRETARY-TREASURER

_____
DATE

Non-Public Works Bid
Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____ _____, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a bid in response to Bid Number _____, 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 _____ 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 _____ 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

_____
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE _____ DAY OF _____, 20___.

_____
Notary Public

_____
Printed Name of Notary

_____
Notary/Bar Roll Number

My commission expires _____.

FORM JP-1

JEFFERSON PARISH PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into by and among _____ (hereinafter called "Buyer") and **PARISH OF JEFFERSON and CONSOLIDATED WATERWORKS DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, LOUISIANA** (hereinafter collectively called "Sellers"), pursuant to authority of Ordinance 26119, adopted the 13th day of January, 2021, a copy of which is attached hereto.

WITNESSETH:

1) Agreement to Sell and Purchase. Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Sellers, subject to and in accordance with all of the terms and conditions of this agreement, all that certain lot, tract, or parcel of real estate designated as **Lot 1-C-1, Square 1, Foret Subdivision, 6750 River Road, Waggaman**, Jefferson Parish, as shown on the attached survey by Dufrene Surveying & Engineering, Inc., dated August 18, 2020 (hereinafter called the "Property").

2) Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be _____ ($_____). 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 **EIGHTEEN THOUSAND FOUR HUNDRED FIFTY-FIVE and 00/100 DOLLARS ($18,455.00)**, hereinafter called the "Minimum Price," as established in the report of the appraiser commissioned by Sellers to evaluate said Property, plus costs borne by Sellers.

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 Sellers 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 Sellers 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 Sellers can not 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 Sellers 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 through 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 Sellers harmless from and against any and all liabilities, damages, losses, costs, and expenses suffered, incurred, or sustained by Sellers as a result of the entry by Buyer or Buyer's agents or designees onto the Property.

(c) Sellers have 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 Sellers as to the title to or condition of the Property, but with full subrogation to the Sellers and their successors and assigns with respect to any rights or causes of action against any former owners or occupants of the Property. Sellers hereby expressly disclaim, and the Buyer hereby expressly waives any and all warranties whatsoever, either oral or written, expressed or implied, made by Sellers 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 Sellers 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. Sellers shall pay Sellers' 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. Sellers shall surrender possession of the Property to Buyer on the Closing Date.

10) Default. (a) If Sellers 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, Sellers' exclusive remedy shall be to declare the deposit *ipso facto* forfeited, and Sellers 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 Sellers 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, Sellers 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:

_____

_____

_____

_____

2) To Sellers:

Hon. Scott A. Walker
Chairman of the Jefferson Parish Council
Joseph S. Yenni Building, Suite 1018
1221 Elmwood Park Boulevard
Jefferson, Louisiana 70123

SELLERS:

PARISH OF JEFFERSON and CONSOLIDATED WATERWORKS DISTRICT NO. 2 OF THE PARISH OF JEFFERSON, LOUISIANA

BY:_____
SCOTT A. WALKER
COUNCIL CHAIRMAN
DULY AUTHORIZED BY
ORDINANCE NO. _____

DATE:_____

BUYER:

Buyer's printed name: _____

X_____
Buyer's signature

DATE:_____

On motion of Mr. Lee, seconded by Mr. Walker, the following ordinance was offered:

SUMMARY NO. 25585 ORDINANCE NO. 26119

An ordinance declaring Lot 1-C-1, Square 1, Foret Subdivision no longer needed for a public purpose, and authorizing the advertisement for the revocation and sale of this property pursuant to the provisions of the Jefferson Parish Code of Ordinances, Section 2-951, *et seq.,* and to provide for other related matters. (Council District 3)

WHEREAS, the Land Use Review Technical Committee has no objection to tl revocation and sale of Lot 1-C-1, Square 1, Foret Subdivision, Jefferson Parish, which is tl old Waggaman water booster station at 6750 River Road, as shown on a survey by Dufrei Surveying & Engineering, Inc., dated August 18, 2020; and

WHEREAS, Consolidated Waterworks District No. 2 of the Parish of Jeffersc Louisiana, through its predecessor, Jefferson Parish Waterworks District No. 5, Parish Jefferson, Louisiana, and the Parish collectively acquired said property from Herman · DeWeese, registered at COB 328, folio 438, Entry #5414 and at COB 641, folio 174, Ent #368100, but less and except that portion sold to the Jefferson Parish School Boai registered at COB 641, folio 172, Entry #368099; and

WHEREAS, the water booster station is no longer being used, and a constituent h. expressed interested in purchasing the site; and

WHEREAS, the Parish and the District would like to sell this property pursuant to tl provisions of the Jefferson Parish Code of Ordinances Section 2-951, *et seq.*; and

WHEREAS, Wayne Sandoz & Associates, Inc. has determined the current f: market value of the approximately 11,123 square foot site to be $16,000.00, or $2.40 p square foot, with discounts of $7,000.00 for estimated cost of demolition and removal a: $4,000.00 for estimated entrepreneurial profit; and

WHEREAS, the minimum allowed bid is set at $18,455.00, which represents sa current fair market value, plus the cost of appraisal ($850.00), the cost of current surv (1,500.00), and the cost of registry for current survey ($105.00); and

WHEREAS, the Parish and the District would like to sell this property pursuant Jefferson Parish Code of Ordinances Section 2-951, *et seq.*, to the highest bidder via pub bid, as long as said bid equals at least $18,455.00.

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION 1. That Lot 1-C-1, Square 1, Foret Subdivision, as shown on a survey Dufrene Surveying & Engineering, Inc., dated August 18, 2020, is declared to be no long needed for any public purpose, and that Jefferson Parish and Consolidated Waterwor District No. 2 of the Parish of Jefferson, Louisiana are hereby authorized to revoke and s said property through the public bid process, through manual submission only.

SECTION 2. That the advertisement and the sale of said property, pursuant to tl provisions of the Jefferson Parish Code of Ordinances, Section 2-951, *et seq.*, to the highe bidder, as long as the minimum bid reaches the sum of $18,455.00, are hereby authorized

SECTION 3. That the proceeds received from this sale shall be deposited ir Budget Account No. 53010-0000-5851 (sale of fixed assets for Department of Water) hereby authorized.

SECTION 4. That the Council Chairperson, or, in his or her absence, the Vic Chairperson, is authorized to sign any and all documents required to carry out the provisio of this ordinance.

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

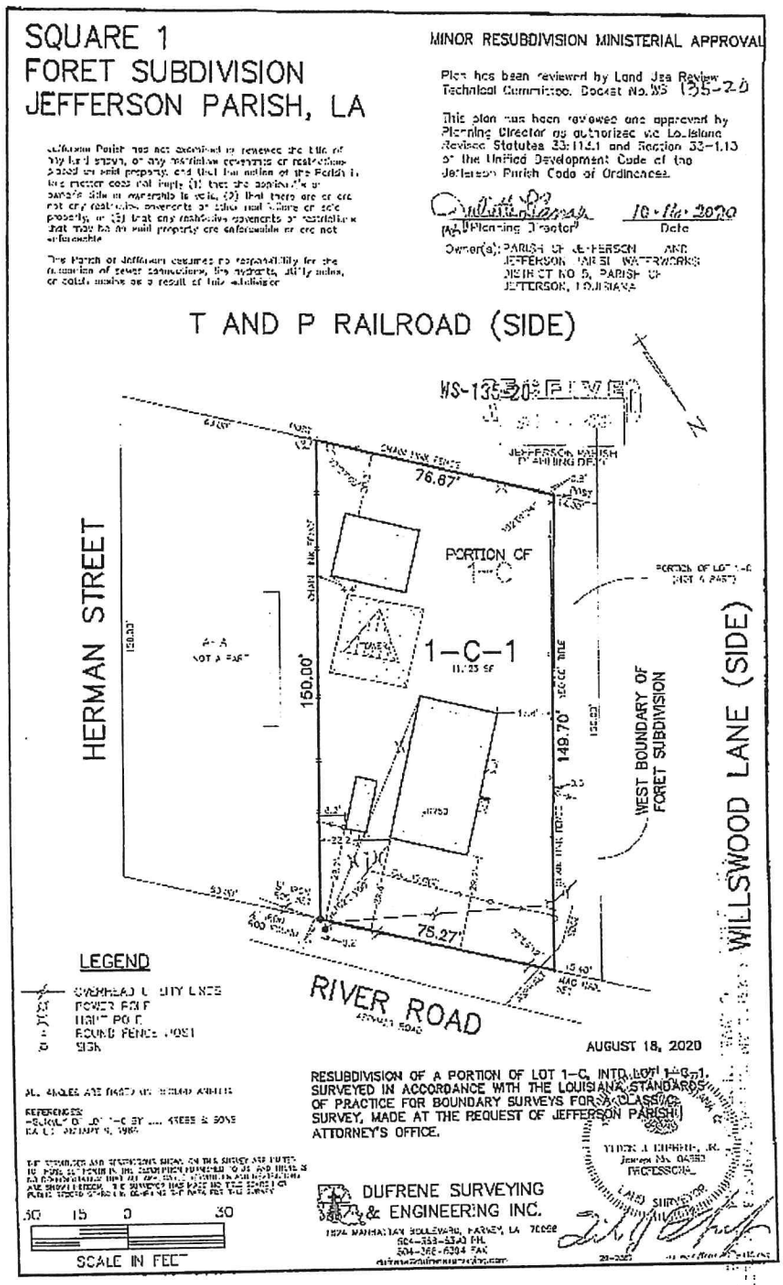
YEAS: 7 NAYS: None ABSENT: None

This ordinance was declared to be adopted on the 13th day of January, 2021, and sh become effective as follows, if signed forthwith by the Parish President, ten (10) days afl adoption, thereafter, upon signature by the Parish President or, if not signed by the Pari President, upon expiration of the time for ordinances to be considered finally adopt without the signature of the Parish President, as provided in Section 2.07 of the Charter. vetoed by the Parish President and subsequently approved by the Council, this ordinan shall become effective on the day of such approval.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY

Eula A. Lopez

EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL


SQUARE 1
FORET SUBDIVISION
JEFFERSON PARISH, LA
MINOR RESUBDIVISION MINISTERIAL APPROVAL
Plan has been reviewed by Land Use Review Technical Committee. Docket No. MS 135-20
This plan has been reviewed and approved by Planning Director as authorized via Louisiana Revised Statutes 33:113.1 and Section 33-1.13 of the Unified Development Code of the Jefferson Parish Code of Ordinances.
10-16-2020
Date
Owner(s): PARISH OF JEFFERSON AND JEFFERSON PARISH WATERWORKS DISTRICT NO 5, PARISH OF JEFFERSON, LOUISIANA
T AND P RAILROAD (SIDE)
MS-135-20
76.87'
PORTION OF 1-C
1-C-1
HERMAN STREET
150.00'
149.70'
WEST BOUNDARY OF FORET SUBDIVISION
WILLSWOOD LANE (SIDE)
76.27'
RIVER ROAD
LEGEND
AUGUST 18, 2020
RESUBDIVISION OF A PORTION OF LOT 1-C, INTO LOT 1-C-1, SURVEYED IN ACCORDANCE WITH THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS C SURVEY, MADE AT THE REQUEST OF JEFFERSON PARISH ATTORNEY'S OFFICE.
DUFRENE SURVEYING & ENGINEERING INC.
SCALE IN FEET