



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-015-2019

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**File Number: RES-18:204**

**Enactment Number: R-EN-015-2019**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 2502 MARY JANE DRIVE, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the property located at 2502 Mary Jane Drive, Jonesboro, Arkansas for the purpose of flood mitigation

WHEREAS, an Offer has been made and accepted by James Bowman dated December 27, 2018 agreeing to sell his property located at 2502 Mary Jane Drive, Jonesboro, Arkansas.

WHEREAS, the funding for the purchase of this property shall come from the FEMA Hazard Mitigation Grant Program funds.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to complete this transaction to come from FEMA Hazard Mitigation Grant Program funds.

PASSED AND APPROVED this 19th day of February, 2019.





Engineering Department  
PO Box 1845  
300 South Church Street  
Jonesboro, AR 72401  
Phone: (870) 932-2438

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December 4, 2018

Mr. James Bowman  
P.O. Box 805  
Jonesboro, AR 72403

Dear Mr. Bowman:

City of Jonesboro would like to enter into negotiations with you for the purchase of your property located at 2502 Mary Jane Drive as part of City of Jonesboro's property acquisition project. If you choose to sell your property, title to your property will be transferred to the City of Jonesboro. The City of Jonesboro will purchase your property only if you voluntarily agree to the purchase.

Roger Gibson has been authorized to represent the City of Jonesboro in negotiations. He also will ensure you understand your rights and options under this acquisition program.

Please review the enclosed Statement of Determination of Fair Compensation, which estimates the fair market value of your property in accordance with established policies and procedures, and Offer to Sell Real Property, which is a legal offer from you to City of Jonesboro to sell your property. The following options are available to you:

1. Make an offer to sell your real property for the amount stated in the Statement of Determination of Fair Compensation. If you choose to sell your property for the amount stated in the Statement of Determination of Fair Compensation, sign and return the enclosed copies of the Offer to Sell Real Property as soon as possible, but no later than February 15, 2019 using the enclosed self-addressed, stamped envelope. Once all copies have been executed, an executed copy will be returned to you. Then, upon completion of a title examination, we will proceed with closing.
2. Reject this invitation to make an Offer to Sell Real Property. If you choose to reject this invitation and terminate negotiations, please notify Roger Gibson of your decision in writing as soon as possible, but no later than February 15, 2019. At which time, the City of Jonesboro will not pursue acquisition of your property any further for the purpose of this property acquisition project.
3. Contest the amount stated in the Statement of Determination of Fair Compensation. If you disagree with the amount stated in the Statement of Determination of Fair Compensation, but want to continue negotiations, you may retain, at your own expense, a qualified appraiser acceptable to City of Jonesboro to perform a second appraisal. If you choose to have a second appraisal conducted, please—
  - a) Notify Roger Gibson in writing as soon as possible, but not later than February 15, 2019.

- b) Forward the second appraisal once completed to Roger Gibson. Upon receipt of the second appraisal, the City of Jonesboro will accept, reject, or modify the estimated fair market value and Roger Gibson will notify you.

If applicable, Roger Gibson will revise the Statement of Determination of Fair Compensation and the Offer to Sell Real Property, and mail them to you. You then may choose to either execute one of the offers to sell real property (the original or amended) and return it to Roger Gibson, or terminate negotiations. If you terminate negotiations, the City of Jonesboro will not pursue acquisition of your property any further.

The City of Jonesboro knows you are facing an important, life-changing decision and will assist you in any way possible. If you have any concerns or questions, please call Roger Gibson at (870) 336-7111 during the hours of 8:00 AM and 5:00 PM Monday through Friday.

Sincerely,



Craig Light, PE  
Director of Engineering

Enclosures: Statement of Determination of Fair Compensation  
Offer to Sell Real Property  
Self-addressed, stamped return envelope

### SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	2502 Mary Jane Dr
	Legal Description	Lot 15 Block E Fairview Acres East City of Jonesboro AR
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72401
	Census Tract	0004.01
	Map Reference	27860
SALES PRICE	Sale Price	\$ 0
	Date of Sale	N/A
CLIENT	Owner	James Bowman
	Client	City of Jonesboro
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,208
	Price per Square Foot	\$
	Location	Residential
	Age	45
	Condition	Fair
	Total Rooms	6
	Bedrooms	4
	Baths	1.0
APPRAISER	Appraiser	Preston King
	Date of Appraised Value	11/13/2018
VALUE	Final Estimate of Value	\$ 63,000



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## Statement of Determination of Fair Compensation

Location of property: City of Jonesboro, Craighead County, Arkansas  
 Address of property: 2502 Mary Jane Drive  
 Legal description: Fairview Acres East; Lot 15 / Block E; Sec.27 Township 14 Range 04  
 Owner(s) of record: James Bowman

Type of residence:	<input checked="" type="checkbox"/> Single family	<input type="checkbox"/> Multiple family
Number of rooms:	<u>6</u> Total	<u>4</u> Bedroom(s) <u>1</u> Bath(s)
Exterior (check one):	<input type="checkbox"/> Brick	<input type="checkbox"/> Wood <input checked="" type="checkbox"/> Siding
	<input type="checkbox"/> Concrete	<input type="checkbox"/> Other: _____
Size of residence:	<u>1,208</u> square feet	
Size of lot:	<u>11,326</u> square feet	
Improvements:	None	

Interest to be acquired:  Fee simple  Conservation easement

Amount of compensation: \$ \$63,000.00

This amount is based on an estimated total value of \$63,000.00, from which a total amount of \$0.00 has been deducted to avoid duplication of benefits. (See below.) This amount is believed to be fair compensation for the property, and no less than its fair market value. The following have been deducted from the estimated total value:

Flood insurance	\$ <u>0</u>	Disaster Housing	\$ <u>0</u>
State IFG	\$ <u>0</u>	Hazard Minimization	\$ <u>0</u>
SBA Loan	\$ <u>0</u>	Other:	\$ <u>0</u>

Appraisal approach: Sales Comparison & Income Approach

The amount of compensation disregards any possible increase of the fair market value, which might result from this property acquisition project. The fair market value of this property is estimated as of 11/13/2018, the date of appraisal for this property acquisition project. In the determination of compensation, fair market value is defined as, "the amount for which, in all probability, the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to pay." This property has been studied considering its tax roll value or highest and best use for its type.

ROGER CURTSON  
 Authorized Agent

12 / 4 / 18  
 Date



Engineering Department  
PO Box 1845  
300 South Church Street  
Jonesboro, AR 72401  
Phone: (870) 932-2438

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## Offer to Sell Real Property

THIS AGREEMENT is made and entered into this 27th day of December, 2018, by and between City of Jonesboro hereinafter referred to as "Sub-grantee," by its authorized agent, Roger Gibson, and James Bowman, hereinafter referred to as "Seller." The parties agree as follows:

1. Sub-grantee, acting under a sub-grant from Arkansas Natural Resources Commission, hereinafter referred to "Grantee," desires to purchase certain properties as a means of mitigating the risks of natural disasters.
2. Seller owns property located at 2502 Mary Jane Drive, Jonesboro, Arkansas, hereinafter referred to as "Property," which is among properties Sub-grantee desires to purchase.
3. Seller represents—
  - a) Property has been damaged by natural disaster.
  - b) Seller qualifies for the assistance granted.
  - c) Seller understands *no obligation to sell the Property exists*.
  - d) Seller chooses to *voluntarily sell Property to Sub-grantee*.
4. Sub-grantee shall pay Seller the sum of Sixty three thousand dollars and zero cents (\$63,000.00) for Property, payable at settlement after the acceptances of this agreement and preliminary approval of Seller's title, provided Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.
5. The sum to be paid for Property is its pre-disaster fair market value of \$63,000.00, less deductions in the amount of \$0.00, per the Statement of Determination of Fair Compensation.
6. FEMA Hazard Mitigation Grant Program funds being used for the purchase of Property cannot and will not duplicate benefits received from other sources of funds. Seller will return any disaster aid money received if any such money results in a duplication of benefits.
7. Proceeds from the sale of Property shall first be applied to all liens on Property, including any real estate taxes that are due and payable to the date of settlement.
8. Seller shall execute all necessary documents to transfer fee simple title to Property to Sub-grantee, and any and all documents, now and in the future, required by Sub-grantee, Grantee, or FEMA to complete this transaction and comply with local, State, or Federal regulation.

9. Seller shall not remove any property considered a portion of the real estate without first notifying Sub-grantee in writing and providing written appraisals of any such property. Final value of the property will be determined by Sub-grantee and negotiated prior to removal. The value, as finally determined, will be deducted from the purchase price or repaid by Seller within ten (10) days after removal, as appropriate.
10. Seller shall not remove any fixtures, materials, or improvements to the real estate from the premises, nor salvage any materials from the premises at the time of settlement or demolition. Any violation of this agreement may change the fair market value of the structure.

Seller acknowledges that it has reviewed this Agreement and has had an opportunity, at its discretion, to contact an attorney of its choice to review this Agreement. Seller also acknowledges that it enters into this Agreement fully understanding the nature thereof, and saves and holds harmless Sub-grantee as a result of this Agreement or anything incident to the sale of the referenced real property.

THIS AGREEMENT is binding on the heirs, executors, successors, and assigns of both parties.

Kristi Huffman  
Witness

James W. Bann  
Seller

12/20/18  
Date

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Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

ROGER GIBSON  
Sub-grantee Authorized Agent

12/27/18  
Date