

Council Chamber
Henry L. Brown Municipal Bldg.
One Grand Street
Coldwater, Michigan



October 26, 2023
5:00 p.m.
(517) 279-9501
www.coldwater.org

CITY COUNCIL AGENDA
City of Coldwater
Special Meeting

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA (Item Numbers 1-1):

The items listed in the Consent Agenda are considered to be routine by the City Council and the City Manager and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Councilmember or citizen. In this event, the item will be removed from the Consent Agenda and Council action will be taken separately on said item. Those items so approved under the heading "Consent Agenda" will appear in the Council minutes in their proper form.

1. None.

END OF CONSENT AGENDA

2. Letter from Keith Baker, City Manager, regarding proposed sale of 71-73 W. Chicago Street – Consider adoption of [Resolution No. 23-70](#) and approval of Sales Agreement, [Agreement No. A23-16](#).

PUBLIC COMMENTS

UNFINISHED BUSINESS

NEW BUSINESS

ADJOURNMENT

Shauna Chávez
City Clerk, CMC



CITY of COLDWATER

Henry L. Brown Municipal Building

One Grand Street

Coldwater, Michigan 49036

(517) 279-9501 www.coldwater.org

October 25, 2023

Honorable Mayor and City Council
City Hall – One Grand Street
Coldwater, Michigan

Re: Proposed sale of 71-73 W. Chicago Street

Dear Mayor and City Council Members:

As previously noted, the City owns the building located at 71-73 W. Chicago Street.

The City accepted an offer of \$80,000 from Ibrahim Abdullah and Khalil Abdullah at its meeting on September 25, 2023.

Please find attached proposed Sales Agreement No. A23-16 and Resolution No. 23-70.

The City Charter requires that when public property is sold, the conveyance must remain on the table for 30 days. The 30 days expires on October 25, 2023. However, the purchasers have requested that a special meeting of the Council be scheduled for October 26, 2023, at 5:00 p.m. due to the fact that the next regularly scheduled meeting is not until November 13, 2023, and the purchasers would prefer not to wait until then to move forward with the sale.

If you have any questions or I may be of further assistance, please do not hesitate to contact me.

Respectfully,

Keith Baker, AICP, CFM
City Manager
City of Coldwater

/kb LETTER OF TRANSMITTAL – Sale offer of 71-73 W. Chicago St.



CITY of COLDWATER

Henry L. Brown Municipal Building

One Grand Street

Coldwater, Michigan 49036

(517) 279-9501 www.coldwater.org

September 22, 2023

Honorable Mayor and City Council
City Hall – One Grand Street
Coldwater, Michigan

Re: Proposed sale of 71-73 W. Chicago Street

Dear Mayor and City Council Members:

As previously noted, the City owns the building located at 71-73 W. Chicago Street. The property was acquired by the City from the Richard A. Kerr family with the intention of determining the appropriate economic development project for the property and has been the subject of a couple of development proposals that did not come to fruition. The City has recently solicited a competitive market analysis that placed an estimated value and list price of the property of \$75,000. The City proceeded with listing the property with local realtor Jami Lind of the Hauska Home and Farm agency to market the property.

As a result, the City has received several offers to purchase the property at 71-73 W. Chicago Street. The purchaser, purchase amount and proposed use are listed below for the four offers that have been received.

Purchaser	Purchase Price	Proposed Use
Ibrahim & Khalil Abdullah	\$80,000	International grocery/Mediterranean restaurant
Ryan Kinsey	\$79,900	Relocate barbershop/2 nd floor apartments
Jesus Mancera Cardenas	\$78,000	Mexican restaurant/2 nd floor apartments
Saleh Alharbi	\$66,000	1 st floor rentals/2 nd floor apartments

While all of the proposals would be positive additions to the downtown and community, staff is recommending that the offer from Ibrahim and Khalil Abdullah be accepted. They currently operate the Fort Wayne Halal Meat & Grocery, Almadina Foods in Fishers, IN and Jerusalem Bakery and Grill in Fishers, IN. They are also presently the highest offer received on the property. Their website links are <https://almadina-international-halal-foods.business.site/> and <https://fwhalalgrocery.business.site/>

Please find attached draft Sales Agreement No. A23-16 and Resolution No. 23-70. These documents have purposely been left blank. If the Council determines a party to whom the City shall sell the property, the blanks can be filled in accordingly.

The City Charter requires that when public property is sold, the conveyance must remain on the table for 30 days. During this period of time, other bids may be received and may be considered by the City. Due to the Council’s schedule, the regularly scheduled meeting after the 30-day time period at which the sale could be acted upon is Monday November 13, 2023.

September 22, 2023

Page -2-

If you have any questions or I may be of further assistance, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Keith Baker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Keith Baker, AICP, CFM
City Manager
City of Coldwater

/kb LETTER OF TRANSMITTAL – Sale offer of 71-73 W. Chicago St.

RESOLUTION NO. 23-70

**A RESOLUTION APPROVING THE SALE OF 71-73 W. CHICAGO STREET TO
IBRAHIM ABDULLAH AND KHALIL ABDULLAH AND AUTHORIZING EXECUTION OF
A SALES AGREEMENT, AGREEMENT NO. A23-16**

Minutes of a special meeting of the City Council of the City of Coldwater, County of Branch, State of Michigan (the "City"), held on October 26, 2023, at 5:00 p.m., prevailing Eastern Time.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____, and seconded by Councilmember _____:

WHEREAS, the City of Coldwater ("City") is authorized to sell its property as provided in Michigan Public Act 279 of 1909, the Home Rule City Act, MCL 117.1 *et seq.* (the "Act"); and

WHEREAS, the City is further authorized to manage and control its property by the Charter of the City of Coldwater, at Chapter 2, Section 2.1; and

WHEREAS, the City acquired the property described in Sales Agreement, Agreement No. A23-16 from the Richard A. Kerr family with the intention of identifying an appropriate economic development project for the property; and

WHEREAS, the property is commonly known as 71 – 73 West Chicago Street, and contains a commercial two-story structure; and

WHEREAS, City staff recommends that the now vacant property should be sold and resume a taxable status; and

WHEREAS, the City has received an offer for the vacant property in the amount of \$80,000.00 from Ibrahim Abdullah and Khalil Abdullah, who have stated the desire to improve the building for commercial purposes; and

WHEREAS, the original draft Purchase Agreement, Agreement No. A23-16 was introduced at the City Council meeting on September 25, 2023; and

WHEREAS, the Purchase Agreement has been on file with the City Clerk for over 30 days since its introduction in compliance with the Charter, Chapter 13 Section 13.3(2).

NOW, THEREFORE, BE IT RESOLVED by the Coldwater City Council that the City shall sell the real Property described in Agreement No. A23-16 to Ibrahim Abdullah and Khalil Abdullah, for a purchase price of \$80,000.00 on the terms and conditions set forth therein. The Mayor and the City Clerk are authorized to execute Agreement No. A23-16 and a deed at a closing thereunder on behalf of the City of Coldwater.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED.

Shauna Chávez, City Clerk
City of Coldwater

I, Shauna Chávez, the City Clerk of the City of Coldwater, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Coldwater, County of Branch, State of Michigan, at a regular meeting held on October 26, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Shauna Chávez, City Clerk
City of Coldwater

AGREEMENT NO. A23-16

**SALES AGREEMENT FOR SALE OF
71-73 W. CHICAGO STREET**

THIS AGREEMENT is made as of the date of the last signature appearing hereon by and between the **City of Coldwater**, a Michigan municipal corporation, of One Grand Street, Coldwater, Michigan 49036, as "Seller," and **Ibrahim Abdullah** and **Khalil Abdullah**, of 14029 Mundy Drive, Fishers, Indiana 46038, as "Purchasers."

1. **DESCRIPTION.** Seller agrees to sell and convey, and Purchasers agree to purchase on the terms and conditions hereinafter stated the real property (hereinafter the "Property") described as follows:

Land in the Fourth Ward, City of Coldwater, Branch County, Michigan.
Commencing on the South line of Chicago Street at the Northwest corner of Lot No. 160, running thence Southerly at right angles with Chicago Street 80 feet, thence Easterly parallel with Chicago Street 40 feet, thence Northerly at right angles with Chicago Street 80 feet, thence Westerly on the South line of Chicago Street 40 feet to the Place of Beginning.
Commonly known as 71/73 W. Chicago Street, Coldwater, Michigan
Tax Parcel No. 304-000-000-404-00

The grantor grants to the grantee the right to make any division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended ("Act").

The grantor intends to transfer to the grantee the right to make all divisions, bonus divisions and redivisions of the property as the grantor may have under the Act.

The grantor makes no representation or warranty regarding the number, extent or nature of the division, bonus division or redivision rights owned or transferred by the grantor to the grantee.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

2. **PURCHASE PRICE AND TERMS.** The purchase price for the Property is Eighty Thousand and No/100ths (\$80,000.00) Dollars payable as follows: Two Thousand and No/100ths (\$2,000.00) Dollars upon the execution of this Agreement, receipt of which is hereby acknowledged, and Seventy-eight Thousand and No/100ths (\$78,000.00) Dollars at closing herein upon the delivery to Purchasers of the standard form Covenant Deed conveying the Property.
3. **CLOSING DATE.** This sale shall be closed as soon as details of closing may be arranged but no later than 60 days from date hereof.

4. **CLOSING COSTS.** Seller will pay the real estate transfer tax, if any, the cost of the title policy of title insurance, and the closing fee charged by the title company to conduct the closing at the closing herein, if any. Purchasers shall pay the cost of recording the Covenant Deed.
5. **TITLE EVIDENCE.** Seller shall furnish for Purchasers' examination, a reasonable time before closing, a standard form commitment for an owners' policy of title insurance, showing merchantable title to the Property in Seller, free and clear of any encumbrances whatsoever, except easements, reservations and building and use restrictions now of record, and except for those to be removed at closing. If objection to the title is made, based upon a written opinion of Purchasers' attorney that title is not marketable, Seller shall have thirty (30) days from the date Seller is notified, in writing, of the particular defects claimed to remedy the defects. If Seller fails to remedy the defects within thirty (30) days, Purchasers may waive such title defects and close subject to such defects, however, if Purchasers do not so waive, this Agreement shall be null and void. At closing, Seller shall pay the cost of such title insurance policy.
6. **FORM OF CONVEYANCE.** The Seller will convey the Property by a standard form Covenant Deed.
7. **COMMISSIONS.** Seller will be responsible to pay the commission for which it contracted and shall hold Purchasers harmless therefrom. If Purchasers have contracted to pay a commission, Purchasers shall hold Seller harmless therefrom.
8. **POSSESSION.** Purchasers shall have possession of the Property upon the closing of the transaction contemplated herein.
9. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes and special assessments, if any, shall be prorated to the date of closing, and Seller shall be responsible for such taxes and installments of assessments accruing to the date of closing. The taxes and special assessments to be prorated shall be those first becoming due in 2023, whether billed or estimated as of the closing date. The total of such taxes shall be divided by 365 and the sum so determined shall be multiplied by the number of days which have passed in the year as of the date of closing, and the product shall be the share of 2023 taxes for which Seller shall be responsible. Seller shall be responsible in full for all prior years' taxes and prior years' installments of special assessments, and Purchasers shall be responsible in full for all subsequent years' taxes and installments of special assessments.
10. **INSPECTION OF PROPERTY.** Purchasers acknowledge that Purchasers have inspected the Property to be conveyed, are satisfied with its current condition, that Purchasers will purchase the Property in an "AS IS, WHERE IS" condition, and that Purchasers have not relied upon any representations regarding the Property. *It is expressly agreed that Seller makes no warranties that the subject Property complies with any federal, state, or local government laws or regulations applicable to the Property or its use. Purchasers have fully examined and inspected the Property and will take the Property in its existing condition with no warranties of any kind concerning the condition of the Property or its use. Purchasers acknowledge that Seller has not made any warranties or representations*

as to the condition of said Property, including, but not limited to soil conditions, environmental factors, zoning, building code violations, building line, building construction, use and occupancy restrictions (and violations of any of the foregoing), availability of utilities, and that Purchasers assume all responsibility, and will hold harmless and indemnify the Seller for any and all damages caused by the conditions on the Property upon transfer of title.

11. **CHARTER COMPLIANCE.** Inasmuch as the sale of this property is subject to Chapter 13 of the Charter of the City of Coldwater, this Agreement shall stand in the form of an offer only, pending compliance with such Chapter, at which time, if ultimately approved by the City Council, the agreement shall be signed on behalf of the City of Coldwater and the sale shall proceed to closing. Purchasers may not revoke this offer to purchase after the first meeting of the Coldwater City Council at which the City resolves to place the proposed sale on file in the City Clerk's office for 30 days as required by the City Charter.
12. **LEAD-BASED PAINT DISCLOSURE.** Incorporated herein is the Lead-Based Paint Disclosure, attached hereto as Appendix A.
13. **NOTICES.** All notices required by this Agreement shall be sent to the other party in writing. The notices shall be delivered either personally or by first class mail.
14. **SUCCESSORS AND ASSIGNS.** This Agreement shall bind and benefit the parties and their respective representatives.
15. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.
16. **AMENDMENT.** This Agreement may not be amended except in writing by both parties.
17. **ENTIRE AGREEMENT.** This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

[This space intentionally left blank for signatures to follow]

Seller:

CITY OF COLDWATER

Dated: October 26, 2023

By: _____
Thomas Kramer, its Mayor

Dated: October 26, 2023

By: _____
Shauna Chávez, its Clerk

Purchasers:

Dated: _____, 2023

Ibrahim Abdullah

Dated: _____, 2023

Khalil Abdullah

Prepared by:
Megan R. Angell, Esq.
City Attorney
City of Coldwater
One Grand Street
Coldwater, Michigan 49036
Phone: (517) 279-9501

APPENDIX A

Lead-Based Paint Disclosure

As required by 42 U.S.C. 4852d and regulations issued thereunder:

- (1) Purchasers acknowledge receipt of a pamphlet entitled "Protect Your Family From Lead in Your Home," prepared by the United States Environmental Protection Agency.
- (2) Seller hereby states that it knows of the presence of no lead-based paint or lead-based paint hazards in the property sold pursuant to this agreement and has available no information regarding the presence of either in the property. However, Seller presumes that there may be lead-based paint somewhere within the Property, due to the age of the building.
- (3) Seller has available no records or reports pertaining to any lead-based paint or lead-based paint hazards in the property.
- (4) Purchasers acknowledge that purchasers are entitled to a ten day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards; notwithstanding this right, purchasers hereby waive the opportunity to conduct such a risk assessment or inspection.
- (5) The parties acknowledge that the law requires that the following statement be made, and that it has been made in connection with this transaction:
 Every purchaser of any interest in residential real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real Property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

* * * * *

Seller:
City of Coldwater

Purchasers:

By: _____
Thomas Kramer, its Mayor

Ibrahim Abdullah

By: _____
Shauna Chávez, its Clerk

Khalil Abdullah