



Transportation and Public Works Agenda

March 14, 2023, 5:30-6:30 PM
SeaTac City Hall – City Council Chambers
Hybrid Meeting

Councilmembers:
Chair Simpson
CM James Lovell
CM Joe Vinson

A quorum of the Council may be present.

Staff Coordinator: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City's website <https://seatacwa.gov/seatvlive> and click the "live" channel 1 grey box.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	Roll Call of Committee Members	Take Attendance	Chair	2 min.
3	Prior Minutes to approve	Approve Minutes of February 22	Committee	3 min.
4	PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record. <ul style="list-style-type: none">• Instructions for providing remote oral public comments are located at the following link: Council Committee and Citizen Advisory Committee Virtual Meetings.• Submit email/text public comments to TPWpubliccomment@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.		Chair	5 min.
5	Purchase and Sale Agreement for City-owned property at 1140 S 200 th St.	Discussion/Action	Florendo Cabudol	15 min

6	Ongoing Business – CRF's and Referrals	None		
7	Public Works Update	Information Only	Will Appleton	15 min
8	Adjourn			



Transportation & Public Works Committee Meeting Minutes

February 22, 2024
4:30 – 6:00 PM
** Hybrid Meeting **

Commenced:
Adjourned:

<u>Members:</u>	<u>Present</u>	<u>Excused</u>	<u>Unexcused</u>
CM Simpson, Chair	X		
CM Lovell	X		
CM Vinson	X		

Other Councilmembers participating: CM Kwon;

Staff Coordinators: Will Appleton, Public Works Director and Florendo Cabudol, City Engineer

Other Staff Participating; Gwen Voelpel, Deputy City Manager; Anita Woodmass, Senior Management Analyst;

1. Call to Order	Chair Simpson called the meeting to order at 4:31 PM.
2. Public Comment	No public comment
3. Review of the Minutes	January 11 T&PW Minutes were approved
4. SeaTac Signage Program	<p>Discussion/Action</p> <p>Anita Woodmass, Senior Management Analyst, presented the SeaTac signage program.</p> <p>This project started in 2017, originally to discuss large gateway sign designs for the city. It was forwarded to the 2021/22 budget period, and the scope increased to include cohesive signage throughout the city.</p>

	<p>After almost two years of Ad Hoc committee meetings, stakeholder engagement and robust public outreach, a first-choice family of signage designs was selected.</p> <p>Next steps: After council approval of the final designs, the final step of the project will be engaging signage fabrication and installation.</p> <p>Staff are requesting the first-choice family of designs be approved by the Committee and forwarded to Council for final approval.</p> <p>The Committee approved the first-choice candidate family of signage designs, and voted to forward the item to Council for action with a recommendation to approve.</p>
<p>Department Update:</p>	<p>Florendo Cabudol, City Engineer, presented the Department Update.</p> <p>The property at 1140 S 200th that the City acquired several years ago, received two (2) proposals during the Request for Proposal process. These proposals are now being reviewed.</p> <p><u>Projects:</u></p> <p>South 204th Street Improvements – we are refining our schedule of public outreach – and the results will be communicated to both the South 202nd residents and the wider community.</p> <p>Airport Station Area Improvements – still in design phase; scheduled for construction starting early 2025. Designs of infrastructure and signage will be cohesive with the new SeaTac signage designs.</p> <p>2024 Overlay Project is on track for summer 2024 construction, along Des Moines Memorial Drive between South 188th and South 194th Street.</p> <p>34th Avenue South Phase 2 – under design; construction is slated for 2026. Public outreach will be scheduled in the near future. Staff are developing a grant funding strategy to apply for additional grants for this project.</p> <p>WSDOT’s overlay of International Blvd between S 216th Street and South 200th Street is waiting on State Budget. If the project is not in the State’s approved budget, it will be deferred to 2025.</p>

	<p>Public Works Maintenance staff have been very busy removing ADA barriers on public sidewalks, by fixing lifted or uneven sidewalk panels. They have ground down more than 800 joints so far, with a smaller amount left to complete. This work has been successful for staff in developing this skill set.</p>
6. Adjourn	Chair Simpson adjourned the meeting at 5:05 PM.

Minutes for Approval



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Florendo Cabudol, City Engineer
Date: March 11, 2024
Subject: Sale of property located at 1140 South 200th Street
Agenda Bill #: 6399

Purpose:

The purpose of this item is to seek Committee recommendation for Council to pass a Motion to execute a purchase and sales agreement to sell real property located at 1140 South 200th Street. This property was acquired through the Des Moines Memorial Drive South and South 200th Street Intersection project (PW CIP ST-065) and declared surplus (Resolution 24-001).

Background:

The property located at 1140 South 200th Street was acquired, in its entirety, as part of the Des Moines Memorial Drive South and South 200th Street Intersection project (ST-065). The property was acquired due to the additional right-of-way (ROW) area needed to construct the project. The impact of the construction left the remaining property unusable because there was insufficient space to construct a new septic system (existing septic system was compromised by the project). Therefore, the entire property was acquired, and the residents relocated to a different home.

With the project complete, Staff entered a process to declare the property surplus to the City's needs. The City's needs were assessed with staff determining that there were no near-term or long-term use for the property. Resolution 24-001 was passed by the Council on January 9, 2024 (Agenda Bill 6344) declaring the property as surplus. Next, outreach was conducted to nearby local public agencies, utility providers, abutting property owners, and parties who have expressed interest in purchasing the property. A Request for Proposal (RFP) was requested by interested parties with a submittal deadline of February 16, 2024. Two proposals were received by Little TJ, LLC, and Josef Larrison in the amount of \$125,000 and \$90,000, respectively (see attached offers). After assessing each offer, the proposal from Little TJ, LLC is recommended to move forward for Council consideration. Little TJ, LLC owns the property located at 19904 Des Moines Memorial Drive (adjacent west of the subject property).

Options/Recommendation:

Staff recommends approving and accepting the offer from Little TJ, LLC and seeks Committee recommendation to place the item on the Consent Agenda for the March 26, 2024 Regular Council Meeting.

Real Property:

1140 South 200th Street, SeaTac, WA

King County PIN 391740-0320

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between CITY OF SEATAC, A Washington municipal corporation ("Seller"), and Little TJ, LLC, an Oregon Limited Liability Company ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, legally described on Exhibit A attached hereto (the "Property"), and all rights appurtenant thereto.

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 1140 South 200th Street, SeaTac WA, 98188
- (b) Located in: King County, Washington. Property Tax ID #: 391740-0320.
- (c) The legal description is: As per Exhibit A.
- (d) This agreement does not include any personal property or fixtures.

2. PURCHASE PRICE: The total purchase price for the Property is One Hundred Twenty-Five Thousand No/100 Dollars (US \$125,000.00)] ("Purchase Price"). The Purchase Price is payable at closing in cash.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, the counteroffers' acceptance time shall be within 2 days after the day the counteroffer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counteroffer ("Effective Date").

4. CLOSING DATE:

- (a) The sale will be closed in the office of the Closing Agent no later than _____.
- (b) Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and money necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are to be recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Rainier Title & Escrow Company 20435 72nd Ave So. #155
Kent, Washington 980324

5. CLOSING COSTS: Seller will pay real estate excise taxes (if any are due) and real property taxes (if any are due) prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy. Seller and Buyer shall split equally the Closing Agent's escrow fees.

6. OCCUPANCY & POSSESSION: Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Seller shall not be responsible for any items left on the Property. Buyer assumes all risks of loss to the Property from the date of Closing and shall be responsible and liable for maintenance from that date and shall have accepted the Property in its existing condition as of the time of Closing.

7. ASSIGNABILITY: Neither Seller nor Buyer can assign or be released from this Contract except as provided under paragraphs 9 (a) and (c).

8. TITLE:

(a) Deed: At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed, conveying good and marketable title to said Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable; any Permitted Exceptions to the Title Report (Exhibit B).

(b) Title Insurance: At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted/Subordinated Exceptions.

9. CONTINGENCIES:

(a) Council Approval: The sale of the Property is subject to approval by the SeaTac City Council approving the sale of the Property. If such approval is not granted by _____, Seller or Buyer may terminate this Agreement upon written notice to the other. Upon such termination, neither party shall have any further rights or obligations to the other hereunder.

(b) Right of Entry: On the day prior to the Closing Date, or on the a Date prior to the time of Closing, as specified by Buyer and scheduled in advance with Seller, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that Seller has maintained the Property as required by the terms of this AS-IS Agreement and has met all other contractual obligations.

(c) Risk of Loss: Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

10. SELLER'S REPRESENTATIONS, AND COVENANTS: Seller represents, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

(a) Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations.

(b) No Leases: The Property is not subject to any leases, tenancies, or rights of persons in possession;

(c) Contamination: Seller, or employee/agent of Seller, does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property. Without limitation, the foregoing specifically excludes any warranties or representations with respect to the structural condition of the Property, the area of land being purchased, the existence or non-existence of any hazardous substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of hazardous substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term hazardous substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) Fees and Commissions: No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transaction contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with the Seller or any action taken by the Seller.

(e) Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein.

11. BUYER'S REPRESENTATIONS: Buyer represents to the Seller at the date of execution of this Agreement and the date of closing that:

(a) Authority: Buyer, and the person(s) signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken;

(b) Condition of Property: Buyer acknowledges that Seller has provided Buyer with copies of all reports

in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Section 9(b), Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 10 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to hazardous substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

(c) Fees and Commissions: Buyer shall pay for any broker's or other commissions or fees incurred by the Buyer in connection with the sale of the Property and Buyer shall indemnify and hold Seller harmless from all such claims for commission and/or fees.

(d) Indemnification: Buyer agrees to indemnify, defend, and hold harmless Seller, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability, and common law.

12. NOTICES: Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

City of SeaTac
4800 So. 188th St.
SeaTac, WA 98188
Attn: Will Appleton

TO BUYER:

Little TJ, LLC
P.O. Box 11701
Eugene, OR 97440
Attn: Ken Marquardt

13. WASTE; ALTERATION OF PROPERTY: Prior to closing Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals, or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

14. ALTERATIONS TO THE PROPERTY AFTER SALE: Buyer agrees that if any alternation or improvement is to be made to the Property, such alteration and improvement must comply with all current codes and standards, including City of SeaTac's Municipal Code and applicable standards based on permits granted by the City prior to commencing any work.

15. ENTIRE AGREEMENT: This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

16. SURVIVAL OF WARRANTIES: The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Signed in duplicate original.

BUYER:

Little TJ, LLC, an Oregon Limited Liability Company,

By: _____
Title: _____
Date: _____

SELLER:

CITY OF SEATAC,
a Washington municipal corporation

By: _____
Date: _____

EXHIBITS: **Exhibit A – Legal Description**
Exhibit B – Permitted Exceptions in Title Report

**EXHIBIT A
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION

THE SOUTHERLY 100.00 FEET (AS MEASURED ALONG THE EASTERLY LINE OF BLOCK 18) OF THE EASTERLY 60.00 FEET IN (WIDTH) OF THAT PORTION OF VACATED BLOCKS 17 AND 18 AND VACATED ALLEY BETWEEN, LYING NORTHERLY OF SOUTH 200TH STREET IN KNIGHT'S 2ND ADDITION TO DES MOINES, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 3, RECORDS OF KING COUNTY;

TOGETHER WITH THE SOUTH 100 FEET (AS MEASURED ALONG THE EASTERLY LINE OF SAID BLOCK 18) OF THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON , LYING WEST OF SEELEY'S ADDITION TO THE CITY OF DES MOINES, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 59, RECORDS OF KING COUNTY, WASHINGTON, AND LYING EASTERLY OF SAID BLOCK 18 AND NORTHERLY OF SAID SOUTH 200TH STREET;
EXCEPT THAT PORTION FOR SOUTH 200TH ST PER DEED RECORDED UNDER RECORDING NUMBER 20211014000522.

SITUATE IN THE CITY OF SEA-TAC, COUNTY OF KING, STATE OF WASHINGTON.

KING COUNTY PIN 391740-0320

**EXHIBIT B
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

PERMITTED EXCEPTIONS



City of SeaTac City Clerk's Office
4800 South 188th Street
SeaTac, WA 98188

Re: City of SeaTac Resolution #24-001
1140 So. 200th St
Seatac, WA 98198

Dear City Clerk's Office,

Little TJ LLC would like to offer \$125,000 cash, no contingencies, on 1140 So. 200th St with an escalation clause of \$5,000 up to \$210,000. Closing to occur upon receipt of a clear title.

In addition to the above, Little TJ LLC is prepared to deposit earnest money in the amount of \$50,000 to demonstrate our commitment to this transaction.

Please find the earnest money terms and conditions attached herewith for your review and approval. We believe this earnest money deposit underscores our serious intent and financial capability to purchase the aforementioned property.

Should you require any further information or clarification regarding the earnest money or any other aspect of our offer, please do not hesitate to contact us.

Offer to be made under Little TJ LLC, signer Kenneth Marquardt, owner of conterminous property 19904 Des Moines Memorial Dr.

For questions or more information, please reach out to:

Kenneth - 541-501-8940 Tyler - 541-579-5577

Thank you for considering our offer. We look forward to your response.

Sincerely,



Tyler Marquardt

EARNEST MONEY AGREEMENT

Date: 2/16/24

Property: 1140 So. 200th St, SeaTac, WA [Insert Full Address]

Purchaser: Little TJ LLC

Signer: Kenneth Marquardt

Contact Information: ken@ramjackor.com, 541-501-8940

Seller: City of SeaTac

Office: City Clerk's Office

Contact Information: cityclerk@seatacwa.gov

1. Earnest Money Deposit

Little TJ LLC (hereinafter referred to as "Purchaser") hereby offers to deposit the sum of \$50,000.00 USD (Fifty Thousand Dollars and No Cents) as earnest money for the purchase of the property located at 1140 So. 200th St, SeaTac, WA (hereinafter referred to as "Property").

2. Deposit

The earnest money shall be deposited with an Escrow Agent of the City's choosing within three (3) business days of acceptance of this offer by the City of SeaTac (hereinafter referred to as "Seller"). The Escrow Agent shall hold and disburse the earnest money in accordance with the terms of this agreement.

3. Application of Earnest Money

The earnest money shall be applied to the purchase price of the Property at closing.

4. Contingencies

This earnest money deposit is made as part of the Purchaser's offer of \$125,000 cash, with no contingencies, and an escalation clause of \$5,000 up to \$210,000, as outlined in the offer letter dated [Insert Date of Offer Letter].

5. Closing

Closing shall occur upon receipt of a clear title by the Purchaser, at which time the earnest money shall be released to the Seller and applied to the purchase price.



6. Default

If the Purchaser fails to complete the purchase of the Property in accordance with the terms of the offer letter, through no fault of the Seller or any unforeseen encumbrances on the title, the earnest money shall be forfeited as liquidated damages.

7. Refund of Earnest Money

If the Seller cannot provide a clear title or if the Seller fails to comply with any other term of the offer letter, the earnest money shall be promptly refunded to the Purchaser in full.

8. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9. Acknowledgment

The Seller acknowledges receipt of this Earnest Money Agreement and agrees to the terms and conditions herein.

Seller:

By: _____

Name:

Title:

Date:

Purchaser:

By: _____

Name: Kenneth Marquardt

Title: Owner, Little TJ LLC

Date:

Florendo Cabudol

From: Josef Larsson <joseflarsson@gmail.com>
Sent: Friday, February 16, 2024 11:11 AM
To: City Clerk
Cc: Ingrid Bulpin; Florendo Cabudol; Carl Cole
Subject: Proposal and Purchase Offer for 1140 S 200th Parcel

[**NOTICE:** This message originated outside of City of SeaTac -- **DO NOT CLICK** on links or open attachments unless you are sure the content is safe.]

Good Morning,

This is for the SeaTac City Clerk and all involved city officials.

Below is a proposal and purchase offer for the surplus property at 1140 S 200th and a response to the January 26th 2024 flier announcing the sale by City of Seatac Resolution #24-001.

The below document is also available at this link:

<https://docs.google.com/document/d/1FPxFKyhsTYLUrOoBDMnS3fGQLQSNiYyWcCxEAqo0Hk0/edit?usp=sharing>

Proposal for 1140 S 200th Street

This is a proposal for the City of SeaTac for the surplus property located at 1140 S 200th Street. My name is Josef Larsson and I represent Pedro Bucio who is the owner of Proline Marble and Granite which operates out of 1204 S 200th Street which is the parcel directly to the east of the surplus parcel in question.

I've had a partnership with Proline for over eight years and he has asked me to represent him and us to the city regarding the surplus purchase of this property.

Brief History

About five years ago or so, Pedro was approached by the city and told that the city was going to do major construction on the street and that there would be changes with the property but that he would have a chance to buy the property next door and that he would be looked upon favorably by the city since he was directly impacted by the sidewalks and the loss of the area in the front of the the 1204 property.

Ever since that time, we've had an interest in this property and especially after seeing how much street frontage space we lost after the construction.

I contacted the city first in March of 2020 and then in September 2020 and then in October of 2020 but was told that there were no current plans to sell. The correspondence is shown at this link and also in the appendix at the end of this proposal.

[1140 S 200th Correspondence](#)

In January of 2024, we reached out to the council meeting for public comment on the surplus sale. Here is that email that was read into the record on January 9th, 2024. It is also shown in the appendix at the end of this proposal.

[Comment for hearing on use of property at: 1140 South 200th Street](#)

This correspondence shows that we've had continued interest in this property for the last four years and reached out several different times to city officials to inquire about it.

Established Need

I don't know exactly where the streetline and property lines were prior to the construction. However, based on old pictures and what it looks like, here is a ballpark of what was lost:

1. Sidewalk ~6' 6"
2. Between Sidewalk and white line 6' 2"
3. Asphalted grated area at front of the house 10' 6"

As far as storage space and drivable space the loss is approximately 23 feet wide give or take a few feet depending on where the original street was after the widening. Prior to the construction, this area was able to be used for driving, parking, moving material by forklift, signage and storage of material. After the construction there is a steep grade and there are also two lamp posts with wide bases which also make it harder to park and to maneuver in the space with cars and forklifts.

Here is a picture for reference:



According to the King County Parcel Viewer, the 1204 parcel is almost exactly 100 feet across. So, depending on exactly where the old streetline was, it is safe to say that we lost somewhere between 1500 and 2300 square feet of usable space which is a significant amount (the entire lot area is listed as 11,635 sq ft) so it is safe to say that we lost somewhere between 10-20% of the lot space and it is critical space for parking and road frontage.

Because of these losses and the assurance of the city prior to the project, we feel that there is a real, provable and established need for us to be able to get this adjacent parcel at 1140 to help with the space that was lost due to construction. This was also what city officials mentioned when they discussed the process at the beginning with Pedro circa 2019.

Need for Dumpster

When we cut countertops, we end up having left over material that needs to be thrown out. Such material can be put on pallets or just put into a dumpster. The best way is a dumpster and which keeps the property frontage looking tidier. Here are some pictures for reference of the kinds of scraps that are generated and the dumpster:



If we are not able to have the dumpster then there would be many pallets of material sitting there which could be a hazard and also does not look as nice.

Prior to the construction, a dumpster would have fit in other locations but after the construction the only place where there is room is on the west side of the property bordering or even coming over on the 1140 parcel a bit. It is in our interest and also the city's for us to be able to have a dumpster there to avoid having to pile up scraps on the ground. This is another reason why we have a real need for the adjacent 1140 parcel.

Conclusion, Summary and Offer

We believe that it is in the best interest of the city to allow this property be bought by us for the reasons that have been stated above which are that we:

1. In good faith cooperated with all the construction, blockages and impediments to the property and business (over 1 year)
2. Suffered an impairment of property use and loss of physical space
3. Need the space for operating and storage of dumpster which keeps area looking nicer
4. The possibility of us being able to buy this parcel was told to us by city officials at the beginning of the project as an incentive for cooperation and as a recourse for the losses that we would incur as a result of the construction project.

So, in summary, we are paying taxes into the City of Seatac and the local areas in various ways and we cooperated with the road widening and now have a harder situation and now really need this parcel. We

believe that we were the most directly impacted by the construction project as has been outlined above and have the greatest need for this parcel.

We did not see any sales price mentioned in the flier other than mentioning the full \$297k value as a functioning house prior to the shrinking of the lot, construction, unhooking of utilities and the decay of the two structures over five years. So, it appears that the city has not requested an exact amount for the property but is instead looking for the best and most fair all around situation and sale where they will still be able to recoup some of the money they spent to buy the property from the previous owners. **With this and our current situation in mind that has been explained in this document, we would like to offer to buy this parcel for \$90,000 from the city in AS-IS condition as stipulated in the flier on whatever timeline the city deems appropriate.**

Please let me know if you have any questions or need to discuss any details or need any clarification or other information from us. We really hope that we can make this happen with you!

Thank you for your time, help and consideration in this matter.

Josef Larsson
joseflarsson@gmail.com
206-304-4752

Appendix:

Past Correspondence with City of Seatac

Wed, Jan 3, 9:49 AM

Good Morning Ingrid,

Thank you very much for this information!

Here is my information:

Phone: 206-304-4752

Mailing Address:

*Josef Larsson
PO Box 66382
Seattle, WA 98166-0382*

I've been Proline's business partner and Pedro Bucio (owner of Proline) has asked me to represent his interest in this matter.

Pedro said that before the city started the construction, he was assured by city representatives that he would be given priority to buy this parcel because of the proximity to his main parcel and because of the loss of usable space after the construction and the new sidewalks and other work was done.

It was difficult for Proline to work through the construction phase which lasted for more than a year and also to operate in the subsequent reduced space.

Do you know if there are any official records of these assurances to him and do you know if they would be given consideration in deciding what is ultimately done with the parcel?

Thank you so much for your help,

-Josef

On Wed, Jan 3, 2024 at 8:44 AM Ingrid Bulpin <ibulpin@seatacwa.gov> wrote:
Hello Josef, the Notice of Public Hearing is attached.
The hearing will be held next Tuesday January 9th, 2024.
I have also attached an information flier on the property.

Please send me your mailing address and I will add it to our list of notices to be sent out.

Regards,

Ingrid P. Bulpin, RWA
Real Property Analyst
City of SeaTac
206-973-4818 (office)
206-945-6563 (cell)

This communication may be subject to public disclosure laws of the State of Washington (RCW 42.56)

In office: Tuesday(8:30-5:00)/Wednesday and Friday mornings (8:30-12:30)

Teleworking: Monday/ Wednesday and Friday afternoons (1:00-5:00)

From: Josef Larsson <joseflarsson@gmail.com>
Sent: Tuesday, January 2, 2024 9:32 PM
To: Florendo Cabudol <FCabudol@seatacwa.gov>
Cc: Ingrid Bulpin <ibulpin@seatacwa.gov>
Subject: Re: [EXT] - Project property on 200th and Des Moines Memorial Drive

[NOTICE: This message originated outside of City of SeaTac -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Florendo and Ingrid,

Happy New Year to you both!

I heard that this property might be up for sale now. Could you give me an update on how this could potentially be bought?

Thank you for your time,

-Josef

On Wed, Oct 7, 2020, 17:22 Josef Larsson <joseflarsson@gmail.com> wrote:
Hi Florendo,

Thank you for that information. Is there a way that we can ensure that we are on that contact list in the case that you sell it?

Also is there any way that we could fill out a formal petition for this with the city. I think that we and our parcel have been affected the most by this recent project as far as land usability etc. and my understanding is that it was something that was mentioned by a city representative during the initial discussions and contracting of the project.

I appreciate your time and help.

Thank you,

-Josef

On Wed, Oct 7, 2020 at 3:42 PM Florendo Cabudol <FCabudol@seatacwa.gov> wrote:
Mr. Larsson,

My apologies in the delayed response. The City currently does not have any plans to sell the property. Should that change and the City decides to sell the property, the City will go through the surplus process which will include public notification (to you and any interested party) prior to Council action.

Thank you,

FLORENDO CABUDOL, P.E.

City Engineer

Public Works Department

o: 206.973.4740 c: 206.786.4791

This communication may be subject to public disclosure laws of the State of Washington (RCW 42.56).

From: Josef Larsson [mailto:joseflarsson@gmail.com]

Sent: Wednesday, September 16, 2020 5:49 PM

To: Florendo Cabudol <FCabudol@seatacwa.gov>

Cc: Ingrid Bulpin <ibulpin@seatacwa.gov>

Subject: Re: [EXT] - Project property on 200th and Des Moines Memorial Drive

Hi Florendo and Ingrid,

I hope you are both doing well. I wanted to followup with you on this property now that the construction on 200th and Des Moines Memorial Drive seems to be close to being done.

I'm partners with Proline Marble and Granite that is located near this construction site. We lost a significant amount of land for the shop and fabrication work as a result of this remodel. The construction project has been very long and at times disruptive and Proline has tried its best to make it as smooth as possible for the city. When city planners discussed this construction prior to the project starting, Pedro (owner of Proline Marble and Granite) was told that there would be a chance to buy the parcel next to him once this was done since he would be losing so much space and because the property next door would no longer be viable as a residential house. We really need this extra space if for nothing else parking because we lost a lot in front because of this project.

What would be a process that we could go through with the city to try to buy this land? The parcel in question is: 3917400320

Thank you so much for your time and help,

-Josef

On Tue, Mar 3, 2020 at 4:21 PM Florendo Cabudol <FCabudol@seatacwa.gov> wrote:

Mr. Larrison,

Thank you for reaching out. At this time, that City has no plans to sell the property. However, if in the future the City decides to sell the property, the City will go through the surplus process which will include public notification and Council action.

Florendo Cabudol Jr., P.E.

City Engineer, Public Works Department
City of SeaTac - 4800 S 188 St, SeaTac, WA 98188-8605
206.973.4740 | www.seatacwa.gov

This communication may be subject to public disclosure laws of the State of Washington (RCW.42.56).

From: Josef Larsson [mailto:joseflarsson@gmail.com]

Sent: Tuesday, March 3, 2020 2:17 PM

To: Florendo Cabudol <FCabudol@seatacwa.gov>

Subject: [EXT] - Project property on 200th and Des Moines Memorial Drive

Hi Florendo,

My name is Josef Larsson. I'm a partners of Proline Marble and Granite which operates on 200th street near the intersection with all the road work at 1204 200th Ave S, Seatac.

When Pedro, the principal at Proline, was approached by the city for this project and told that we would be losing a significant chunk of property because of the side walk, he was told by the city that we would have a chance to buy the small parcel next door to give us some more space for the business to make up for this lost space.

The parcel next door has parcel number 3917400320 and currently has a boarded up house.

I wanted to contact you to find out what the process us for being able to purchase this parcel.

I'm hoping that you will know or that you can direct this email to the appropriate contact.

Thanks for your help!

-Josef

Comment for hearing on use of property at: 1140 South 200th Street

Tue, Jan 9, 1:15 PM

Josef Larsson <joseflarsson@gmail.com>

to publiccomment, Ingrid

Good Evening,

My name is Josef Larsson and my purpose here is to provide public comment on the use and disposition of the property at 1140 South 200th Street, SeaTac WA for the council meeting on the evening of 1/9/2024.

I have a partnership with Proline Marble and Granite that operates out of the parcel directly the east of this parcel in question (1204 200th) and we have worked together out of this adjacent property for more than eight years. Pedro Bucio who is the owner of Proline Marble and Granite has asked me to present this on his/our behalf.

When the construction on 200th street commenced some years ago, Pedro was approached by city officials who informed him about the disruptions that would happen on the street and some of the changes due to the construction. He was told by city officials (as an incentive to cooperate with the city during the disruptions) that he would have an opportunity to buy the parcel at 1140 S 200th as well as the small section of road between this parcel and 1204 S 200th that he/we operate out of.

The construction and disruptions went on for quite some time and the business ended up losing more than twelve feet of usable space along the streetfront as a result of the sidewalk and other changes that were made to the grade.

The purpose of this comment is to remind the city about these assurances that were made and to make sure that this is honored in this process so that Proline and/or partner is able to buy this 1140 parcel and the section of road between it and 1204 S 200th.

Please feel free to reach out to me regarding any details about this.

Thank you for your time and help in this matter.

-Josef

Phone: 206-304-4752

Email: joseflarsson@gmail.com

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Ord/Res No.: 24-001	Subject: declaring City-owned real property surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement to sell the property
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 KMG Confirmation of Exhibits (See Agenda Bill 6344)

Date passed by City Council: 01/09/2024 **Date Published:** N/A **Date Effective:** 01/09/2024

COPIES OF EXECUTED DOCUMENT DISTRIBUTED AS FOLLOWS:

 N/A Date copy uploaded to CODE Publishing website (Ordinance Only) .pdf for all / .docx if changes code (https://user.codepublishing.com/users/sign_in)

 N/A Date copy emailed to Municipal Research (gnicas@mrsc.org) (35A.39.010)

 Agmt/Cont #: file made Signed

 N/A Bid/RFP/RFQ

 N/A Date mailed to: John Wilson, King County Assessor (zoning) (per RCW 36.70B.230)
Ordinances passed July 1 through June 30 are due to the Assessor by July 31.

 N/A Date uploaded to: Washington Department of Commerce - *Within 10 days after adoption*
secureaccess.wa.gov/myAccess/saw/select.do

 N/A INTERNAL email OnBase link to: Planning Department (zoning and Development Agreements)

 N/A INTERNAL email OnBase link to: GIS Analyst (Street Vacations, ROW acquisition)

01/23/2024 INTERNAL email OnBase link to: Real Property Management Specialist (Street Vacations, ROW acquisition)

 N/A INTERNAL email OnBase link to: Budget Analyst (Budget / Fee Schedule)

 N/A Date mailed to: King County for recording (certified copy) / OR electronic recording
fully executed Agreement or Ord. upon effective date (Street Vacations & Ord. with instructions)
<http://www.kingcounty.gov/depts/records-licensing/recorders-office/recording-documents.aspx>
<https://recordsearch.kingcounty.gov/LandmarkWeb/Account/Logon>

 N/A Email recorded copy of Street Vacation Ordinances to the Assessor's Office ATTN: **Abstract**
Christie.Most@Kingcounty.gov and Nimpa.Gueco@kingcounty.gov

01/23/2024 Date scanned into ONBASE

Other: _____

CERTIFIED COPIES PROVIDED AS FOLLOWS:

RESOLUTION NO. 24-001

A RESOLUTION of the City Council of the City of SeaTac, Washington, declaring City-owned real property surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement to sell the property.

WHEREAS the City owns certain real property located at 1140 South 200th Street (King County Parcel Number 3917400320), which is also referred to as the “City Property”; and

WHEREAS the City Council has determined that it has no current or future need for the City Property, and the City Property is surplus to the City’s needs; and

WHEREAS, the City desires to seek proposals from interested parties and execute a purchase and sale agreement to buy the City Property; and

WHEREAS the City Council held a public hearing on January 9, 2024 to hear and consider public testimony prior to passing this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:


1. The City Council hereby declares the City-owned real property located at 1140 South 200th Street (King County Parcel Number 3917400320) surplus to the needs of the City.
2. The City Manager is authorized to dispose of the City Property through a purchase and sale agreement based on the accepted buyer’s proposal and is further authorized to execute any documents required to effectuate the sale.

PASSED this 9th day of January, 2024 and signed in authentication thereof this 9th day of January, 2024.

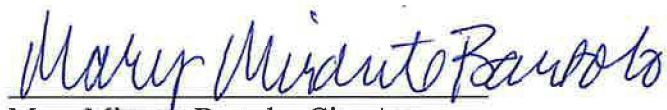
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[surplus real property and purchase and sale agreement]



September 6, 2023

DRAFT

XXXX
XXXXX
XXX

Re: Notice of Request for Proposal
Surplus Parcel 1140 So. 200th St

To Whom in May Concern,

You are receiving this letter because you are a local public agency, local Utility provider, abutting property owner, or have previously expressed an interest in the subject real property.

In accordance with the City of SeaTac procedures, this letter serves as a Notice of Request for Proposal (RFP) to purchase the property known as 1140 So. 200th St, SeaTac WA, King County Tax Parcel #391740-0320. The property is approximately 5,549 square feet and consists of 2 existing structures. The structures are not connected to public sanitary sewer. The property is in the city limits of SeaTac with frontage along So. 200th Street.

The property is being sold AS-IS. The city makes no assurance, representation, or warranty as to the developability or viability of the parcel. Attached are available details of the property.

Any offer less than the assessed value of \$123,000 will not be considered. If you are interested in presenting an offer of purchase, please email a proposal to the City Clerk's office, at cityclerk@seatacwa.gov no later than October 13th, 2023.

City staff will review all submitted offers, and accept or reject, by November 15th, 2023.

The City expects to enter final negotiations with the purchaser selected from the proposals submitted. The final terms of the Purchase and Sale agreement are subject to City Council approval. The City reserves the right to reject any and all responses and/or offers.

All submissions received are subject to the public disclosure laws of the State of Washington (RCW 42.56)

Regards,
Ingrid Bulpin
Real Property Analyst
City of SeaTac
(206) 973-4818 (office)
(206) 945-6563 (Mobile)

Property Information Sheet, SeaTac Public Works Division

Parcel Number: 391740-0320
Address: 1140 South 200th Street, SeaTac WA

DRAFT



Disclaimer

The following information is prepared by the City SeaTac Public Works Division and meant to provide interested parties with the best available information on the property or properties in question. This by no means acts as an assurance to any development or redevelopment potential for any properties, or the potential costs to do so. Any remaining questions should be pursued with an appropriate third-party professional, or listed utility district.

Improvements:

The parcel is improved with an unusable single-family home and Accessory Dwelling Unit which were built in 1950. The 1,420 square feet of improvements are no longer useable in the current state due to failed septic system. The appliances have been removed from the premises. Recent survey, attached.

Zoning

The property is zoned (I), Industrial. More info on Industrial standards and permitted uses can be found under [SeaTac Municipal Code 15.400.200](#) and [15.205.040](#).

Utilities & Access

The City of SeaTac is not a sewer or water utility provider. This parcel is served by the Midway Sewer District and Highline Water District. If interested in further details on sewer and water availability, please contact the following utility providers:

Midway Sewer District: 206.824.4960; Highline Water District: 206.824.0375

This parcel has direct access off South 200th Street.

If you have questions on uses and development, please contact the City of SeaTac Planning or Building Divisions at 206.973.4750



City of SeaTac

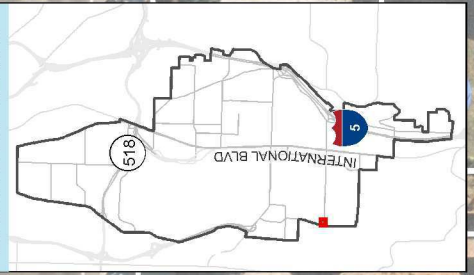
VICINITY MAP

Parcel Number: 391740-0320

Address 1140 South 200th Street, SeaTac WA



LOCATION IN SEATAC



Date Prepared: 1/4/2024
Source: City of SeaTac, King County, Nearmap (2023). Prepared by the City of SeaTac. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.
\\.\Working\SEA-PublicWorks\Projects\20240104_SurplusProperty

Real Property:

_____ (address)

King County PIN _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between CITY OF SEATAC, A Washington municipal corporation ("Seller"), _____ ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, legally described on Exhibit A attached hereto (the "Property"), and all rights appurtenant thereto.

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: _____, SeaTac WA, 98188

(b) Located in: King County, Washington. Property Tax ID #: _____.

(c) The legal description is: As per Exhibit A.

(d) This agreement does not include any personal property or fixtures.

2. PURCHASE PRICE: The total purchase price for the Property is _____ Dollars (US \$ _____) ("Purchase Price"). The Purchase Price is payable at closing in cash.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____ (date), this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, the counteroffers' acceptance time shall be within 2 days after the day the counteroffer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counteroffer ("Effective Date").

4. CLOSING DATE:

(a) The sale will be closed in the office of the Closing Agent no later than _____ (date).

(b) Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and money necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are to be recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

5. CLOSING COSTS: Seller will pay real estate excise taxes (if any are due) and real property taxes (if any are due) prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy. Seller and Buyer shall split equally the Closing Agent's escrow fees.

6. OCCUPANCY & POSSESSION: Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Seller shall not be responsible for any items left on the Property. Buyer assumes all risks of loss to the Property from the date of Closing and shall be responsible and liable for maintenance from that date and shall have accepted the Property in its existing condition as of the time of Closing.

7. ASSIGNABILITY: Neither Seller nor Buyer can assign or be released from this Contract except as provided under paragraphs 9 (a) and (c).

8. TITLE:

(a) Deed: At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed, conveying good and marketable title to said Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable; any Permitted Exceptions to the Title Report (Exhibit B).

(b) Title Insurance: At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted/Subordinated Exceptions.

9. CONTINGENCIES:

(a) Council Approval: The sale of the Property is subject to approval by the SeaTac City Council approving the sale of the Property. If such approval is not granted by _____ (date), Seller or Buyer may terminate this Agreement upon written notice to the other. Upon such termination, neither party shall have any further rights or obligations to the other hereunder.

(b) Right of Entry: On the day prior to the Closing Date, or on the a Date prior to the time of Closing, as specified by Buyer and scheduled in advance with Seller, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that Seller has maintained the Property as required by the terms of this AS-IS Agreement and has met all other contractual obligations.

(c) Risk of Loss: Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may,

in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

10. SELLER'S REPRESENTATIONS, AND COVENANTS: Seller represents, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

(a) Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations.

(b) No Leases: The Property is not subject to any leases, tenancies, or rights of persons in possession;

(c) Contamination: Seller, or employee/agent of Seller, does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property. Without limitation, the foregoing specifically excludes any warranties or representations with respect to the structural condition of the Property, the area of land being purchased, the existence or non-existence of any hazardous substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of hazardous substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term hazardous substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) Fees and Commissions: No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transaction contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with the Seller or any action taken by the Seller.

(e) Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein.

11. BUYER'S REPRESENTATIONS: Buyer represents to the Seller at the date of execution of this Agreement and the date of closing that:

(a) Authority: Buyer, and the person(s) signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken;

(b) Condition of Property: Buyer acknowledges that Seller has provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Section 9(b), Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 10 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to hazardous substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

(c) Fees and Commissions: Buyer shall pay for any broker's or other commissions or fees incurred by the Buyer in connection with the sale of the Property and Buyer shall indemnify and hold Seller harmless from all such claims for commission and/or fees.

(d) Indemnification: Buyer agrees to indemnify, defend, and hold harmless Seller, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability, and common law.

12. NOTICES: Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

City of SeaTac
4800 So. 188th St.
SeaTac, WA 98188
Attn: _____

TO BUYER:

Attn: _____

13. WASTE; ALTERATION OF PROPERTY: Prior to closing Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals, or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

14. ALTERATIONS TO THE PROPERTY AFTER SALE: Buyer agrees that if any alternation or improvement is to be made to the Property, such alteration and improvement must comply with all current codes and standards, including City of SeaTac's Municipal Code and applicable standards based on permits granted by the City prior to commencing any work.

15. ENTIRE AGREEMENT: This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

16. SURVIVAL OF WARRANTIES: The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Signed in duplicate original.

BUYER:

By: _____
Title: _____
Date: _____

SELLER:

CITY OF SEATAC,
a Washington municipal corporation

By: _____
Title: _____
Date: _____

EXHIBITS: **Exhibit A – Legal Description**
Exhibit B – Permitted Exceptions in Title Report

**EXHIBIT A
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION

Insert legal description

EXAMPLE

KING COUNTY PIN _____

**EXHIBIT B
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

PERMITTED EXCEPTIONS

**CITY OF SEATAC
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the City of SeaTac City Council will conduct a public hearing on Tuesday, January 9, 2024, at 6:00 P.M. or soon thereafter for the purpose of considering:

**THE PROPOSED SURPLUS AND SALE OF REAL PROPERTY AT
1140 SOUTH 200TH STREET**

**All interested persons are invited to provide comments
on the above issue (see instructions below).**

HYBRID MEETING: This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live streamed on the City's website www.seatacwa.gov/seatvlive.

PUBLIC HEARING COMMENTS: The City Council will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2 p.m. the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record. Instructions for providing comments are located at the following link:

<https://www.seatacwa.gov/government/city-council/council-meeting-information/council-meetings-hybrid-meetings-and-public-participation>.

Dates of publication in the Seattle Times: Tuesdays, December 26, 2023 and January 2, 2024



SeaTac City Council

Request for Council Action

Agenda Bill #: 6344

Council consideration: A Resolution authorizing the surplus of real property at 1140 South 200th Street that was originally acquired to facilitate construction of the South 200th Street and Des Moines Memorial Drive South Intersection project (PW CIP ST-065) and to execute a purchase and sale agreement to sell the property.

Date Action Requested: RCM: 01/09/24

Review Dates: T&PW: 11/06/23

Prepared By: Florendo Cabudol, City Engineer

Amount: \$125,000

Budgeted?: No

Applicable Fund Name: Streets Fund (#102)

ANALYSIS: The property located at 1140 South 200th Street was acquired, in its entirety, as part of the Des Moines Memorial Drive South and South 200th Street Intersection project (ST-065). The property was acquired due to the additional right-of-way (ROW) area needed to construct the project. The impact of the construction left the remaining property unusable because there was insufficient space to construct a new septic system (the existing septic system was compromised by the project). Therefore, the entire property was acquired, and the residents relocated to a different home.

With the project complete, staff entered a process to sell the property. The first step was to assess the value of the property and determine that there was no near-term or long-term use for the City. Following this step, a public hearing was scheduled for the January 9, 2024, Regular Council meeting to formally surplus and authorize executing a purchase and sale agreement for the property (see attached Resolution).

Next, outreach will be made to nearby local public agencies, utility providers, abutting property owners, and parties who have expressed interest in purchasing the property (see Draft Notice). A Request for Proposal (RFP) will be requested from interested parties with a minimum offer of \$123,000 (King County Assessed Value). After a proposal is accepted, a purchase and sale agreement (sample agreement attached) will be executed between the City and the buyer.

BUDGET SIGNIFICANCE: The purchase of this property used Transportation Capital Improvement Program funds (#307) which originated from the Streets Fund (#102); therefore, a separate revenue account will be created in the Street Fund to receive the proceeds (\$125,000) from this sale.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): At the November 6, 2023, Special Transportation and Public Works Committee meeting, the Committee voted to move the item forward to the full Council as an action item, with a recommendation to approve.

ALTERNATIVE(S): Do not pass the Resolution and provide direction to staff.

ATTACHMENTS:

Resolution

Notice of Property Sale

Attachment to Notice of Property Sale

Map

Purchase and Sale Agreement