

**Virtual Meeting Participation:**

Due to the COVID-19 Emergency, the May 11, 2020 Board meeting will be conducted by phone. Per the [Governor Proclamation 20-28](#) Open Public Meetings Act, a physical meeting location will not be provided for this meeting. The public is welcome to participate in the meeting by joining via phone by calling 253-215-8782 and entering Meeting ID No. 85416195583.

**Public Comment:**

To facilitate the public comment portion of the virtual meeting efficiently, we ask that anyone interested in providing public comment to the Board to please email your comments to [djacobson@piercetransit.org](mailto:djacobson@piercetransit.org) or mail to Deanne Jacobson, Pierce Transit, 3701 96<sup>th</sup> ST SW, Lakewood WA, 98499. Providing comments 24 hours in advance of the meeting will ensure that they are distributed to the Board. There will be no oral public comments received during this virtual meeting.

**Call to Order**

**Roll Call**

**Presentations**

**Public Comment** – Accepting written comments only

**Consent Agenda**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)*

1. Approval of Vouchers, April 1, 2020 to April 30. 2020
2. Approval of Minutes, April 13, 2020 regular meeting
3. Ratification of Contracts Executed Pursuant to the COVID-19 Emergency Declaration

**Action Agenda**

1. FS 2020-025, Authorizing the CEO to Execute a Purchase and Sale Agreement to Acquire Real Property for the Spanaway Transit Center Project from LMO Spanaway, LLC, located at 20710 Mountain Highway East in Spanaway, Washington

Janine Robinson  
Senior Planner

**Staff Updates/Discussion**

1. CEO's Report – COVID-19 Update

Sue Dreier  
Chief Executive Officer

**Informational Board Items**

**Adjournment**

**Closed Session** – Labor strategies,  
pursuant to RCW 42.30.140 (4)(b)

American Disability Act (ADA) accommodations are available with a 72-hour notice. Please contact the Clerk's office at 253-581-8066 for special accommodations.

**PIERCE TRANSIT**  
**Board Payments Over \$50,000**  
**Payments From: Apr 1, 2020 to Apr 30, 2020**  
**Cash and Investment Balance: 105,125,197.23**

Payment Numbers CK 00373470 through CK 00373707  
 Wire Numbers EFT 00004019 through EFT 00004296  
 No Advance Travel Checks  
 Total \$9,011,791.59

Payments in Excess of \$50,000 are as follows:

<b>Operating Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
CHK	00373493	PIERCE COUNTY BUDGET & FINANCE	Policing Services 03/20	287,146.50
CHK	00373553	PIERCE COUNTY BUDGET & FINANCE	FERRY ALLOCATION 2019	1,147,818.96
CHK	00373573	VOYAGER FLEET SYSTEMS INC	FUEL VANPOOL CLOSE DT 04/01/20	133,453.25
CHK	00373601	MULTICARE HEALTH SYSTEM	ADHE SVCS 02/20	54,767.59
CHK	00373619	ATU LOCAL 758 CORP	EE DED PP9 2020	51,570.13
CHK	00373691	MULTICARE HEALTH SYSTEM	ADHE SVCS 01/20	56,143.02
EFT	00004050	SOUND TRANSIT	ST IRS CNG FUEL CREDIT 2018	204,206.50
EFT	00004066	FIRST TRANSIT	02/2020 FIRST TRANSIT	530,175.70
EFT	00004071	ASSOCIATED PETROLEUM	FUEL USAGE	82,035.02
EFT	00004080	CUMMINS INC	MISC BUS INVENTORY PARTS	91,491.43
EFT	00004109	SOUND TRANSIT	2019 CNG FUEL CREDIT	279,400.54
EFT	00004128	GREAT WEST RETIREMENT	PP 08 2020 EMPOWER	88,537.24
EFT	00004129	ICMA RETIREMENT	PP 08 2020 ICMA	234,745.96
EFT	00004133	AWC	AWC BGLI APRIL 20	1,213,655.75
EFT	00004142	CUMMINS INC	MISC BUS INVENTORY PARTS	50,111.07
EFT	00004176	US BANK CORPORATE PAYMENT SYST	MISC BUSN EXPENSES	68,622.48
EFT	00004193	COST MANAGEMENT SERVICES INC	CNG USAGE 03/20	77,201.50
EFT	00004200	FIRST TRANSIT	03/2020 FIRST TRANSIT	522,591.01
EFT	00004240	GREAT WEST RETIREMENT	PP 9 2020 EMPOWER	82,479.15
EFT	00004241	ICMA RETIREMENT	PP 9 2020 ICMA	216,007.91
EFT	00004245	GIRO INC	HASTUS SUPP 04/20-04/21	217,121.00
<b>Payments for Fund 1 Total</b>				<b>5,689,281.71</b>
<b>Self Insurance Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
CHK	00373502	ALLIANT INSURANCE SERVICES	INSURANCE WC 04/01/20-04/01/22	65,229.00
<b>Payments for Fund 4 Total</b>				<b>65,229.00</b>
<b>Capital Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
CHK	00373656	R.C. ZEIGLER COMPANY	CONSTR B4 ELEV 10/19-01/20	60,729.37
CHK	00373679	CITY TREASURER - TPU	PRJ MGMT WATERWALL ART PH1	251,750.00
EFT	00004027	COLUMBIA FORD	VEHICLE PURCHASE	161,936.60
EFT	00004110	SOUND TRANSIT	ngORCA Capital 20-004	40,235.93
EFT	00004126	WSP USA, INC.	ARCH SVC BRT 12/19	393,105.84
EFT	00004176	US BANK CORPORATE PAYMENT SYST	1030 BENCHES FOR IT REMODEL	13,208.69
EFT	00004251	COMMONSTREET CONSULTING LLC	ACQUISITION SVC BRT 03/20	50,846.52
EFT	00004261	HUITT-ZOLLARS INC.	DESIGN SVC BMP 02/29/20	131,689.57
EFT	00004289	WA ST TRANSIT INSURANCE POOL	PROF SVC CAWS GAINES 03/20	47,408.72
<b>Payments for Fund 9 Total</b>				<b>1,150,911.24</b>
<b>Total Payments in Excess of \$50,000.00</b>				<b>6,905,421.95</b>

May 1, 2020 8:33:36 AM

**Pierce Transit**  
**Payment Certification for Apr 30, 2020**  
**Payments Apr 1, 2020 to Apr 30, 2020**

**Payment Numbers CK 00373470 through CK 00373707**  
**Wire Numbers EFT 00004019 through EFT 00004296**  
**No Advance Travel Checks**

Bank ID	Check Numbr	Check Date	Amount	Vendor Name
01	CHK	00373470	04/02/2020	28.94 AT&T
01	CHK	00373471	04/02/2020	28.27 AT&T
01	CHK	00373472	04/02/2020	112.91 AT&T
01	CHK	00373473	04/02/2020	114.85 AT&T
01	CHK	00373474	04/02/2020	265.61 AT&T
01	CHK	00373475	04/02/2020	2,990.50 AT&T
01	CHK	00373476	04/02/2020	44,889.40 BRIDGESTONE AMERICA
01	CHK	00373477	04/02/2020	150.24 COMCAST
01	CHK	00373478	04/02/2020	240.18 COMCAST
01	CHK	00373479	04/02/2020	150.24 COMCAST
01	CHK	00373480	04/02/2020	395.59 COMCAST
01	CHK	00373481	04/02/2020	1,763.03 CUSTOM IMPRESSIONS
01	CHK	00373482	04/02/2020	4,100.00 D2 CREATIVE LLC
01	CHK	00373483	04/02/2020	8.23 DAVID LOE
01	CHK	00373484	04/02/2020	513.34 GENES TOWING CORP
01	CHK	00373485	04/02/2020	1,788.70 GILCHRIST CHEVROLET
01	CHK	00373486	04/02/2020	197.80 HARBOR FREIGHT TOOLS
01	CHK	00373487	04/02/2020	13,782.50 IBI GROUP A CALIFORNIA PARTNER
01	CHK	00373488	04/02/2020	426.06 LAKEVIEW LIGHT & POWER CO
01	CHK	00373489	04/02/2020	966.11 LOWE'S COMPANIES INC
01	CHK	00373490	04/02/2020	7,303.00 MULTICARE HEALTH SYSTEM
01	CHK	00373491	04/02/2020	35.71 OFFICE DEPOT CORP
01	CHK	00373492	04/02/2020	1,040.52 PACIFIC TORQUE
<b>01</b>	<b>CHK</b>	<b>00373493</b>	<b>04/02/2020</b>	<b>287,146.50 PIERCE COUNTY BUDGET &amp; FINANCE</b>
01	CHK	00373494	04/02/2020	21,210.56 PUGET SOUND ENERGY
01	CHK	00373495	04/02/2020	159.21 SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00373496	04/02/2020	3,250.00 SIMON AND COMPANY INC
01	CHK	00373497	04/02/2020	1,250.00 TACOMA FARMERS MARKET
01	CHK	00373498	04/02/2020	68.41 THE TRUCK SHOP
01	CHK	00373499	04/02/2020	12,159.50 JEANNETTE TWITTY
01	CHK	00373500	04/02/2020	1,555.05 UNITED FINANCE COMPANY
01	CHK	00373501	04/02/2020	236.39 WALTER E NELSON CO.
<b>01</b>	<b>CHK</b>	<b>00373502</b>	<b>04/09/2020</b>	<b>65,229.00 ALLIANT INSURANCE SERVICES</b>
01	CHK	00373503	04/09/2020	232.26 APPLIED INDUSTRIAL TECHNOLOGIE
01	CHK	00373504	04/09/2020	48.80 AT&T
01	CHK	00373505	04/09/2020	26.17 AT&T
01	CHK	00373506	04/09/2020	2,225.00 ATU LOCAL 758 CORP
01	CHK	00373507	04/09/2020	15,420.46 BRIDGESTONE AMERICA
01	CHK	00373508	04/09/2020	103.50 CALIFORNIA STATE DISBURSEMENT
01	CHK	00373509	04/09/2020	61.32 CENTURY LINK
01	CHK	00373510	04/09/2020	1,191.30 CHAPTER 13 TRUSTEE
01	CHK	00373511	04/09/2020	535.93 CITY OF GIG HARBOR
01	CHK	00373512	04/09/2020	10,896.93 CITY TREASURER - TPU
01	CHK	00373513	04/09/2020	249.57 CLF WAREHOUSE
01	CHK	00373514	04/09/2020	803.25 CLINICAL REFERENCE LABORATORY
01	CHK	00373515	04/09/2020	5,224.71 COLONIAL SUPPLEMENTAL LIFE
01	CHK	00373516	04/09/2020	140.24 COMCAST
01	CHK	00373517	04/09/2020	155.18 COMCAST
01	CHK	00373518	04/09/2020	52.51 COMM ON POLITICAL EDUCATION
01	CHK	00373519	04/09/2020	324.00 DAILY JOURNAL OF COMMERCE INC
01	CHK	00373520	04/09/2020	217.95 DATA SECURITY CORP
01	CHK	00373521	04/09/2020	975.58 DM RECYCLING CO INC
01	CHK	00373522	04/09/2020	230.79 DON SMALL AND SONS
01	CHK	00373523	04/09/2020	75.00 DSHS
01	CHK	00373524	04/09/2020	50.00 EMPLOYMENT SECURITY DEPA
01	CHK	00373525	04/09/2020	50.00 FORMFOX, INC.
01	CHK	00373526	04/09/2020	434.00 FRANKE TOBEY JONES
01	CHK	00373527	04/09/2020	123.57 FRUITLAND MUTUAL WATER COMPANY
01	CHK	00373528	04/09/2020	3,613.99 GENES TOWING CORP
01	CHK	00373529	04/09/2020	354.31 GILCHRIST CHEVROLET
01	CHK	00373530	04/09/2020	216.68 HAROLD LEMAY ENTERPRISES
01	CHK	00373531	04/09/2020	588.67 HAWAII STATE TAX COLLECTOR
01	CHK	00373532	04/09/2020	625.25 HOME DEPOT CREDIT SERVICES
01	CHK	00373533	04/09/2020	880.75 IAM & AW

01	CHK	00373534	04/09/2020	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00373535	04/09/2020	65.32	INSTRUMENTS SALES & SVC INC
01	CHK	00373536	04/09/2020	766.57	INTERNAL REVENUE SERVICE
01	CHK	00373537	04/09/2020	3,082.58	JOHNSON CONTROLS
01	CHK	00373538	04/09/2020	3,591.67	KING COUNTY FINANCE
01	CHK	00373539	04/09/2020	4,697.35	LEVEL 3 (CENTURY LINK)
01	CHK	00373540	04/09/2020	16,366.82	MACHINISTS HEALTH &
01	CHK	00373541	04/09/2020	1,013.00	MICHAEL G MALAIER
01	CHK	00373542	04/09/2020	79.70	MINUTEMAN PRESS
01	CHK	00373543	04/09/2020	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00373544	04/09/2020	378.62	NELSON TRUCK
01	CHK	00373545	04/09/2020	136.40	NH DEPT OF H & HS
01	CHK	00373546	04/09/2020	2,442.44	NORTHWEST IAM BENEFIT TRUST
01	CHK	00373547	04/09/2020	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00373548	04/09/2020	61.80	O'REILLY AUTO PARTS
01	CHK	00373549	04/09/2020	7,159.31	PACIFIC TORQUE
01	CHK	00373550	04/09/2020	74.60	PAPE MATERIAL HANDLING
01	CHK	00373551	04/09/2020	40.00	PHILLIPP CRANE
01	CHK	00373552	04/09/2020	16,199.00	PHOTOSHELTER
<b>01</b>	<b>CHK</b>	<b>00373553</b>	<b>04/09/2020</b>	<b>1,147,818.96</b>	<b>PIERCE COUNTY BUDGET &amp; FINANCE</b>
01	CHK	00373554	04/09/2020	658.90	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373555	04/09/2020	5,351.62	PROFESSIONAL PLASTICS
01	CHK	00373556	04/09/2020	82.01	PTBA PETTY CASH
01	CHK	00373557	04/09/2020	1,180.69	QUADIENT LEASING USA INC
01	CHK	00373558	04/09/2020	3,187.49	R E AUTO ELECTRIC
01	CHK	00373559	04/09/2020	562.63	REX PEGG FABRICS INC
01	CHK	00373560	04/09/2020	11.82	ROSEN SUPPLY
01	CHK	00373561	04/09/2020	4,563.64	SNIDER ENERGY
01	CHK	00373562	04/09/2020	373.36	SONITROL PACIFIC
01	CHK	00373563	04/09/2020	2,083.34	SOUTH SOUND TOGETHER
01	CHK	00373564	04/09/2020	72.59	TACOMA DAILY INDEX
01	CHK	00373565	04/09/2020	25.07	TACOMA RUBBER STAMP & MARKING
01	CHK	00373566	04/09/2020	93.42	TEEPLE PRODUCTIONS LLC
01	CHK	00373567	04/09/2020	220.40	TERMINIX COMMERCIAL
01	CHK	00373568	04/09/2020	267.04	TESSCO TECHNOLOGIES INC
01	CHK	00373569	04/09/2020	593.35	TX CHILD SUPPORT SDU
01	CHK	00373570	04/09/2020	531.00	UNITED SITE SERVICES (Everson)
01	CHK	00373571	04/09/2020	916.17	UNITED WAY OF PIERCE COUNTY
01	CHK	00373572	04/09/2020	500.00	U S POSTAL SVC (PRMT RENEW)
<b>01</b>	<b>CHK</b>	<b>00373573</b>	<b>04/09/2020</b>	<b>133,453.25</b>	<b>VOYAGER FLEET SYSTEMS INC</b>
01	CHK	00373574	04/09/2020	123.50	WA ST DEPT OF LICENSING
01	CHK	00373575	04/09/2020	966.55	WALTER E NELSON CO.
01	CHK	00373576	04/16/2020	100.00	ARTHUR L FARMER
01	CHK	00373577	04/16/2020	289.00	BUILDERS EXCHANGE OF WA
01	CHK	00373579	04/16/2020	7,428.19	CENTURY LINK
01	CHK	00373580	04/16/2020	617.62	CENTURY LINK
01	CHK	00373581	04/16/2020	43,095.72	CITY OF FEDERAL WAY
01	CHK	00373582	04/16/2020	3,686.82	CITY TREASURER - TPU
01	CHK	00373583	04/16/2020	210.25	CITY TREASURER - TPU
01	CHK	00373584	04/16/2020	706.19	CLF WAREHOUSE
01	CHK	00373585	04/16/2020	150.18	COMCAST
01	CHK	00373586	04/16/2020	171.83	COMCAST
01	CHK	00373587	04/16/2020	150.18	COMCAST
01	CHK	00373588	04/16/2020	7,650.00	CONFERENCE OF MINORITY TRANSP
01	CHK	00373589	04/16/2020	1,500.00	DOWNTOWN ON THE GO
01	CHK	00373590	04/16/2020	513.34	GENES TOWING CORP
01	CHK	00373591	04/16/2020	30.68	GILCHRIST CHEVROLET
01	CHK	00373592	04/16/2020	6,159.34	HAROLD LEMAY ENTERPRISES
01	CHK	00373593	04/16/2020	35,771.72	IPKEYS TECHNOLOGIES LLC
01	CHK	00373594	04/16/2020	237.30	JOAQUIN'S TREE EXPERT COMPANY
01	CHK	00373595	04/16/2020	361.77	JON-DON
01	CHK	00373596	04/16/2020	48,131.11	LAKEVIEW LIGHT & POWER CO
01	CHK	00373597	04/16/2020	203.75	LEMAY MOBILE SHREDDING
01	CHK	00373598	04/16/2020	680.29	LEVEL 3 (CENTURY LINK)
01	CHK	00373599	04/16/2020	3,291.49	LEVEL 3 (CENTURY LINK)
01	CHK	00373600	04/16/2020	28.83	MINUTEMAN PRESS
<b>01</b>	<b>CHK</b>	<b>00373601</b>	<b>04/16/2020</b>	<b>54,767.59</b>	<b>MULTICARE HEALTH SYSTEM</b>
01	CHK	00373602	04/16/2020	1,220.00	MULTICARE HEALTH SYSTEM
01	CHK	00373603	04/16/2020	23.20	O'REILLY AUTO PARTS
01	CHK	00373604	04/16/2020	74.50	OFFICE DEPOT CORP
01	CHK	00373605	04/16/2020	789.63	PACIFIC TORQUE
01	CHK	00373606	04/16/2020	440.19	PENINSULA LIGHT

01	CHK	00373607	04/16/2020	3,113.30	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373608	04/16/2020	6,250.00	PREMIER MEDIA GROUP
01	CHK	00373609	04/16/2020	1,054.22	R E AUTO ELECTRIC
01	CHK	00373610	04/16/2020	316.78	REX PEGG FABRICS INC
01	CHK	00373611	04/16/2020	56.60	SIX ROBBLEES INC
01	CHK	00373612	04/16/2020	7,319.34	SNIDER ENERGY
01	CHK	00373613	04/16/2020	500.00	SOURCE PANEL
01	CHK	00373614	04/16/2020	1,591.00	UNITED SITE SERVICES (Everson)
01	CHK	00373615	04/16/2020	1,330.76	WALTER E NELSON CO.
01	CHK	00373616	04/16/2020	527.26	WURTH USA INC
01	CHK	00373617	04/23/2020	29.92	AT&T
01	CHK	00373618	04/23/2020	91.21	AT&T
<b>01</b>	<b>CHK</b>	<b>00373619</b>	<b>04/23/2020</b>	<b>51,570.13</b>	<b>ATU LOCAL 758 CORP</b>
01	CHK	00373620	04/23/2020	10,689.33	AWC EMPLOYEE BENEFIT TRUST
01	CHK	00373621	04/23/2020	122.24	BUNCE RENTALS INC
01	CHK	00373622	04/23/2020	103.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00373623	04/23/2020	2,030.00	CATHOLIC COMMUNITY SERVICES
01	CHK	00373624	04/23/2020	73.09	CENTURY LINK
01	CHK	00373625	04/23/2020	1,191.30	CHAPTER 13 TRUSTEE
01	CHK	00373626	04/23/2020	39,036.00	CITY OF LAKEWOOD
01	CHK	00373627	04/23/2020	1,580.96	CITY TREASURER - TPU
01	CHK	00373628	04/23/2020	427.17	CLF WAREHOUSE
01	CHK	00373629	04/23/2020	150.24	COMCAST
01	CHK	00373630	04/23/2020	150.18	COMCAST
01	CHK	00373631	04/23/2020	5,603.59	COMCAST
01	CHK	00373632	04/23/2020	94.01	DISH
01	CHK	00373633	04/23/2020	75.00	DSHS
01	CHK	00373634	04/23/2020	50.00	EMPLOYMENT SECURITY DEPA
01	CHK	00373635	04/23/2020	1,454.49	GENES TOWING CORP
01	CHK	00373636	04/23/2020	583.14	GILCHRIST CHEVROLET
01	CHK	00373637	04/23/2020	126.62	GRAYBAR ELECTRIC
01	CHK	00373638	04/23/2020	32.94	HARBOR FREIGHT TOOLS
01	CHK	00373639	04/23/2020	359.88	HAWAII STATE TAX COLLECTOR
01	CHK	00373640	04/23/2020	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00373641	04/23/2020	220.00	INTERNAL REVENUE SERVICE
01	CHK	00373642	04/23/2020	3,211.28	IVANTI INC
01	CHK	00373643	04/23/2020	169.81	JASON SWAN
01	CHK	00373644	04/23/2020	59.50	L.N. CURTIS & SONS
01	CHK	00373645	04/23/2020	2,891.29	LAKWOOD WATER DISTRICT
01	CHK	00373646	04/23/2020	1,013.00	MICHAEL G MALAIER
01	CHK	00373647	04/23/2020	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00373648	04/23/2020	8,013.95	MULTICARE HEALTH SYSTEM
01	CHK	00373649	04/23/2020	136.40	NH DEPT OF H & HS
01	CHK	00373650	04/23/2020	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00373651	04/23/2020	66.79	O'REILLY AUTO PARTS
01	CHK	00373652	04/23/2020	394.48	PARKLAND LIGHT & WATER CO
01	CHK	00373653	04/23/2020	371.05	PUGET SOUND ENERGY
01	CHK	00373654	04/23/2020	166.23	PURCELL TIRE & RUBBER COMPANY
01	CHK	00373655	04/23/2020	39.56	RAINIER SUPPLY
<b>01</b>	<b>CHK</b>	<b>00373656</b>	<b>04/23/2020</b>	<b>60,729.37</b>	<b>R.C. ZEIGLER COMPANY</b>
01	CHK	00373657	04/23/2020	1,127.24	REX PEGG FABRICS INC
01	CHK	00373658	04/23/2020	862.61	RPAL US MANAGEMENT LLC
01	CHK	00373659	04/23/2020	2,903.67	SNIDER ENERGY
01	CHK	00373660	04/23/2020	420.00	T-MOBILE USA, INC
01	CHK	00373661	04/23/2020	76.25	TESSCO TECHNOLOGIES INC
01	CHK	00373662	04/23/2020	593.35	TX CHILD SUPPORT SDU
01	CHK	00373663	04/23/2020	1,569.86	UNITED PARCEL SERVICE
01	CHK	00373664	04/23/2020	4,355.02	UNITED STATES SEATING
01	CHK	00373665	04/23/2020	906.17	UNITED WAY OF PIERCE COUNTY
01	CHK	00373666	04/23/2020	13,542.85	VERIZON WIRELESS
01	CHK	00373667	04/23/2020	7,363.97	VERIZON WIRELESS
01	CHK	00373668	04/23/2020	1,783.47	WA ST DEPT OF REVENUE
01	CHK	00373669	04/30/2020	262.16	AT&T
01	CHK	00373670	04/30/2020	80.08	AT&T
01	CHK	00373671	04/30/2020	906.65	AT&T
01	CHK	00373672	04/30/2020	954.34	AT&T
01	CHK	00373673	04/30/2020	1,287.45	AT&T
01	CHK	00373674	04/30/2020	2,195.29	AT&T
01	CHK	00373675	04/30/2020	2,013.61	AT&T
01	CHK	00373676	04/30/2020	171.25	ATLAS SUPPLY INC
01	CHK	00373677	04/30/2020	723.74	CITY OF PUYALLUP
01	CHK	00373678	04/30/2020	962.31	CITY TREASURER - TPU

01	CHK	00373679	04/30/2020	251,750.00	CITY TREASURER - TPU
01	CHK	00373680	04/30/2020	150.24	COMCAST
01	CHK	00373681	04/30/2020	240.18	COMCAST
01	CHK	00373682	04/30/2020	150.24	COMCAST
01	CHK	00373683	04/30/2020	192.00	DAILY JOURNAL OF COMMERCE INC
01	CHK	00373684	04/30/2020	364.30	DELL USA LP
01	CHK	00373685	04/30/2020	5,702.78	DIAMOND PARKING SERVICES LLC
01	CHK	00373686	04/30/2020	93.63	GENES TOWING CORP
01	CHK	00373687	04/30/2020	265.22	GILCHRIST CHEVROLET
01	CHK	00373688	04/30/2020	21.36	HI-STRENGTH BOLT
01	CHK	00373689	04/30/2020	423.31	LAKEVIEW LIGHT & POWER CO
01	CHK	00373690	04/30/2020	32.56	MINUTEMAN PRESS
01	CHK	00373691	04/30/2020	56,143.02	MULTICARE HEALTH SYSTEM
01	CHK	00373692	04/30/2020	106.63	O'REILLY AUTO PARTS
01	CHK	00373693	04/30/2020	57.65	OFFICE DEPOT CORP
01	CHK	00373694	04/30/2020	99.97	PACIFIC TORQUE
01	CHK	00373695	04/30/2020	514.40	PENINSULA LIGHT
01	CHK	00373696	04/30/2020	45,000.00	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373697	04/30/2020	4,068.48	PUGET SOUND ENERGY
01	CHK	00373698	04/30/2020	11,988.99	QUADIENT INC
01	CHK	00373699	04/30/2020	223.84	RAINIER SUPPLY
01	CHK	00373700	04/30/2020	1,169.70	REX PEGG FABRICS INC
01	CHK	00373701	04/30/2020	3,595.50	SOURCE PANEL
01	CHK	00373702	04/30/2020	196.00	UNITED SITE SERVICES (Everson)
01	CHK	00373703	04/30/2020	4,186.41	VERIZON WIRELESS
01	CHK	00373704	04/30/2020	802.15	VERIZON WIRELESS
01	CHK	00373705	04/30/2020	19,034.55	EMPLOYMENT SECURITY DEPT WASHI
01	CHK	00373706	04/30/2020	345.20	WALTER E NELSON CO.
01	CHK	00373707	04/30/2020	176.98	WOODWARD EQUIPMENT
01	EFT	00004019	04/01/2020	3,518.77	XEROX FINANCIAL SERVICES
01	EFT	00004020	04/02/2020	1,725.00	A & E IMAGING
01	EFT	00004021	04/02/2020	4,491.36	AARON'S INDUSTRIAL
01	EFT	00004022	04/02/2020	37,600.55	ABSHER CONSTRUCTION COMPANY
01	EFT	00004023	04/02/2020	1,216.68	ACCOUNTING PRINCIPALS INC
01	EFT	00004024	04/02/2020	21,609.39	ASSOCIATED PETROLEUM
01	EFT	00004025	04/02/2020	5,366.01	ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00004026	04/02/2020	478.32	CINTAS FIRE PROTECTION
01	EFT	00004027	04/02/2020	161,936.60	COLUMBIA FORD
01	EFT	00004028	04/02/2020	248.56	COMMERCIAL BRAKE & CLUTCH
01	EFT	00004029	04/02/2020	49,443.20	CTS (CABLING & TECH SVCS)
01	EFT	00004030	04/02/2020	7,066.34	CUMMINS INC
01	EFT	00004031	04/02/2020	74.00	DENA WITHROW
01	EFT	00004032	04/02/2020	208.00	DRUG FREE BUSINESS
01	EFT	00004033	04/02/2020	1,370.00	EASTER SEALS WASHINGTON
01	EFT	00004034	04/02/2020	110.25	FINISHMASTER, INC
01	EFT	00004035	04/02/2020	1,992.45	GALLS LLC
01	EFT	00004036	04/02/2020	676.25	GARDA CL NORTHWEST INC
01	EFT	00004037	04/02/2020	25,815.96	GILLIG LLC
01	EFT	00004038	04/02/2020	63.26	GRAINGER
01	EFT	00004039	04/02/2020	1,985.24	HERITAGE-CRYSTAL CLEAN LLC
01	EFT	00004040	04/02/2020	894.15	HOLMES DISTRIBUTING
01	EFT	00004041	04/02/2020	14,203.08	JENCO DEVELOPMENT
01	EFT	00004042	04/02/2020	1,750.79	LARSCO INC
01	EFT	00004043	04/02/2020	3,796.69	MALLORY SAFETY & SUPPLY LLC
01	EFT	00004044	04/02/2020	10,005.35	PACIFIC POWER PRODUCTS
01	EFT	00004045	04/02/2020	32.85	PROTERRA INC
01	EFT	00004046	04/02/2020	958.73	SAYBR CONTRACTORS INC
01	EFT	00004047	04/02/2020	228.58	SCHETKY NORTHWEST SALES INC
01	EFT	00004048	04/02/2020	33.88	SEATTLE AUTOMOTIVE DIST.
01	EFT	00004049	04/02/2020	1,342.27	SHI INTERNATIONAL CORP
01	EFT	00004050	04/02/2020	205,337.00	SOUND TRANSIT
01	EFT	00004051	04/02/2020	400.00	MARK W MEROD
01	EFT	00004052	04/02/2020	62.20	STANDARD PARTS CORP
01	EFT	00004053	04/02/2020	230.95	STAPLES
01	EFT	00004054	04/02/2020	185.70	TACOMA DODGE CHRYSLER JEEP
01	EFT	00004055	04/02/2020	998.09	TACOMA SCREW
01	EFT	00004056	04/02/2020	166.17	TACOMA TROPHY
01	EFT	00004057	04/02/2020	4,538.26	THE AFTERMARKET PARTS CO LLC
01	EFT	00004058	04/02/2020	187.60	THERMO KING NW INC
01	EFT	00004059	04/02/2020	914.66	TINY'S TIRE
01	EFT	00004060	04/02/2020	9.38	UNIFIRST CORPORATION
01	EFT	00004061	04/02/2020	1,050.09	VEHICLE MAINTENANCE PROGRAM

01	EFT	00004062	04/02/2020	53.57	WAXIE SANITARY SUPPLY
01	EFT	00004063	04/02/2020	2,918.68	WESTERN PETERBILT
01	EFT	00004064	04/02/2020	96.27	WILLIAMS OIL FILTER
01	EFT	00004065	04/06/2020	34,380.47	GALLS LLC
<b>01</b>	<b>EFT</b>	<b>00004066</b>	<b>04/07/2020</b>	<b>530,175.70</b>	<b>FIRST TRANSIT</b>
01	EFT	00004067	04/09/2020	4,215.00	A CUSTOMER'S POINT OF VIEW
01	EFT	00004068	04/09/2020	1,134.79	ACCOUNTING PRINCIPALS INC
01	EFT	00004069	04/09/2020	1,574.30	ALLSTREAM
01	EFT	00004070	04/09/2020	11,717.24	AMB TOOLS & EQUIPMENT
<b>01</b>	<b>EFT</b>	<b>00004071</b>	<b>04/09/2020</b>	<b>82,035.02</b>	<b>ASSOCIATED PETROLEUM</b>
01	EFT	00004072	04/09/2020	10.96	BATTERIES PLUS
01	EFT	00004073	04/09/2020	4,701.77	BATTERY SYSTEMS
01	EFT	00004074	04/09/2020	63.55	BLANCHARD AUTO ELECTRIC CO
01	EFT	00004075	04/09/2020	170.20	CHRISTINE BARRY
01	EFT	00004076	04/09/2020	318.88	CINTAS FIRE PROTECTION
01	EFT	00004077	04/09/2020	2,418.57	COMMERCIAL BRAKE & CLUTCH
01	EFT	00004078	04/09/2020	2,641.66	CONNECTIQ LABS INC
01	EFT	00004079	04/09/2020	2,309.45	CTS (CABLING & TECH SVCS)
<b>01</b>	<b>EFT</b>	<b>00004080</b>	<b>04/09/2020</b>	<b>91,491.43</b>	<b>CUMMINS INC</b>
01	EFT	00004081	04/09/2020	250.00	CYBERSOURCE CORP.
01	EFT	00004082	04/09/2020	4,020.37	ELTEC SYSTEMS LLC
01	EFT	00004083	04/09/2020	833.43	EMERALD SERVICES, INC
01	EFT	00004084	04/09/2020	2,995.00	ANA LABORATORIES INC
01	EFT	00004085	04/09/2020	123.16	FINISHMASTER, INC
01	EFT	00004086	04/09/2020	582.35	GENFARE
01	EFT	00004087	04/09/2020	25,530.52	GILLIG LLC
01	EFT	00004088	04/09/2020	2,097.58	GRAINGER
01	EFT	00004089	04/09/2020	2,309.00	HERC RENTALS INC
01	EFT	00004090	04/09/2020	4,200.00	HIGH LINE SOFTWARE INC
01	EFT	00004091	04/09/2020	1,207.32	KORUM FORD
01	EFT	00004092	04/09/2020	2,512.76	LUMINATOR MASS TRANSIT LLC
01	EFT	00004093	04/09/2020	4,962.92	MALLORY SAFETY & SUPPLY LLC
01	EFT	00004094	04/09/2020	1,430.62	SIRENNET.COM
01	EFT	00004095	04/09/2020	13,500.00	MEDSTAR CABULANCE INC
01	EFT	00004096	04/09/2020	1,145.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00004097	04/09/2020	275.76	NEOPART TRANSIT LLC
01	EFT	00004098	04/09/2020	5,000.00	NORTHWEST BUS SALES INC.
01	EFT	00004099	04/09/2020	7,416.70	PACIFIC POWER PRODUCTS
01	EFT	00004100	04/09/2020	18.41	PACIFIC WELDING SUPPLY INC
01	EFT	00004101	04/09/2020	18,659.20	PARAMETRIX ENGINEERING
01	EFT	00004102	04/09/2020	2,235.10	QUALITY PRESS
01	EFT	00004103	04/09/2020	279.06	RED WING SHOE STORE
01	EFT	00004104	04/09/2020	8,628.66	SAYBR CONTRACTORS INC
01	EFT	00004105	04/09/2020	1,300.15	SCHETKY NORTHWEST SALES INC
01	EFT	00004106	04/09/2020	439.67	SEATTLE AUTOMOTIVE DIST.
01	EFT	00004107	04/09/2020	990.00	SITECRAFTING INC.
01	EFT	00004108	04/09/2020	17,155.23	SMS CLEANING INC
<b>01</b>	<b>EFT</b>	<b>00004109</b>	<b>04/09/2020</b>	<b>279,400.54</b>	<b>SOUND TRANSIT</b>
<b>01</b>	<b>EFT</b>	<b>00004110</b>	<b>04/09/2020</b>	<b>50,115.67</b>	<b>SOUND TRANSIT</b>
01	EFT	00004111	04/09/2020	179.49	SOUTH TACOMA GLASS
01	EFT	00004112	04/09/2020	685.79	STANDARD PARTS CORP
01	EFT	00004113	04/09/2020	4,562.35	STAPLES
01	EFT	00004114	04/09/2020	1,215.69	TACOMA DODGE CHRYSLER JEEP
01	EFT	00004115	04/09/2020	852.33	TACOMA SCREW
01	EFT	00004116	04/09/2020	11,391.87	TECHNICAL SECURITY INTEGRATION
01	EFT	00004117	04/09/2020	38,003.97	THE AFTERMARKET PARTS CO LLC
01	EFT	00004118	04/09/2020	3,715.10	TRAPEZE SOFTWARE GROUP
01	EFT	00004119	04/09/2020	1,954.72	UNIFIRST CORPORATION
01	EFT	00004120	04/09/2020	212.29	REDDAWAY
01	EFT	00004121	04/09/2020	1,603.47	VEHICLE MAINTENANCE PROGRAM
01	EFT	00004122	04/09/2020	53.57	WAXIE SANITARY SUPPLY
01	EFT	00004123	04/09/2020	1,104.91	WESTERN FLUID COMPONENTS
01	EFT	00004124	04/09/2020	4,091.88	WESTERN PETERBILT
01	EFT	00004125	04/09/2020	91.35	WILLIAMS OIL FILTER
<b>01</b>	<b>EFT</b>	<b>00004126</b>	<b>04/09/2020</b>	<b>393,105.84</b>	<b>WSP USA, INC.</b>
01	EFT	00004127	04/09/2020	3,518.77	XEROX FINANCIAL SERVICES
<b>01</b>	<b>EFT</b>	<b>00004128</b>	<b>04/10/2020</b>	<b>88,537.24</b>	<b>GREAT WEST RETIREMENT</b>
<b>01</b>	<b>EFT</b>	<b>00004129</b>	<b>04/10/2020</b>	<b>234,745.96</b>	<b>ICMA RETIREMENT</b>
01	EFT	00004130	04/10/2020	16,698.83	NAVIA BENEFIT SOLUTIONS
01	EFT	00004131	04/10/2020	6,936.25	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00004132	04/10/2020	7,550.73	WA ST CHILD SUPPORT REGISTRY
<b>01</b>	<b>EFT</b>	<b>00004133</b>	<b>04/13/2020</b>	<b>1,213,655.75</b>	<b>AWC</b>



01	EFT	00004134	04/16/2020	80.58	AIRGAS-NOR PAC INC
01	EFT	00004135	04/16/2020	1,123.45	ACCOUNTING PRINCIPALS INC
01	EFT	00004136	04/16/2020	10,651.18	ASSOCIATED PETROLEUM
01	EFT	00004137	04/16/2020	694.57	BATTERY SYSTEMS
01	EFT	00004138	04/16/2020	364.64	BRAUN CORPORATION
01	EFT	00004139	04/16/2020	2,407.74	BRIOTIX
01	EFT	00004140	04/16/2020	1,574.47	CINTAS FIRE PROTECTION
01	EFT	00004141	04/16/2020	25.10	COMMERCIAL BRAKE & CLUTCH
<b>01</b>	<b>EFT</b>	<b>00004142</b>	<b>04/16/2020</b>	<b>50,111.07</b>	<b>CUMMINS INC</b>
01	EFT	00004143	04/16/2020	1,156.98	FINISHMASTER, INC
01	EFT	00004144	04/16/2020	39,209.10	GILLIG LLC
01	EFT	00004145	04/16/2020	636.96	GRAINGER
01	EFT	00004146	04/16/2020	1,340.35	HERC RENTALS INC
01	EFT	00004147	04/16/2020	420.70	HOLMES DISTRIBUTING
01	EFT	00004148	04/16/2020	1,039.16	INTELLICORP RECORDS INC
01	EFT	00004149	04/16/2020	7,317.50	JAYRAY
01	EFT	00004150	04/16/2020	182.94	KORUM FORD
01	EFT	00004151	04/16/2020	44.25	LARSCO INC
01	EFT	00004152	04/16/2020	6,105.24	MALLORY SAFETY & SUPPLY LLC
01	EFT	00004153	04/16/2020	24,167.66	MOHAWK MFG & SUPPLY
01	EFT	00004154	04/16/2020	161.88	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00004155	04/16/2020	10,598.05	NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00004156	04/16/2020	3,635.40	PACIFIC POWER PRODUCTS
01	EFT	00004157	04/16/2020	4,570.00	PACIFICA LAW GROUP
01	EFT	00004158	04/16/2020	761.57	PRINT NW
01	EFT	00004159	04/16/2020	507.31	PROTECTION 1
01	EFT	00004160	04/16/2020	1,977.84	QUALITY PRESS
01	EFT	00004161	04/16/2020	1,244.85	SAMBA HOLDINGS INC
01	EFT	00004162	04/16/2020	777.78	SEATTLE AUTOMOTIVE DIST.
01	EFT	00004163	04/16/2020	1,467.03	SOUND TRANSIT
01	EFT	00004164	04/16/2020	11,250.00	SOUTH SOUND 911
01	EFT	00004165	04/16/2020	191.07	SOUTH TACOMA GLASS
01	EFT	00004166	04/16/2020	484.96	STANDARD PARTS CORP
01	EFT	00004167	04/16/2020	1,007.56	STAPLES
01	EFT	00004168	04/16/2020	1,781.43	TACOMA DODGE CHRYSLER JEEP
01	EFT	00004169	04/16/2020	1,365.37	TACOMA SCREW
01	EFT	00004170	04/16/2020	343.44	TACOMA TROPHY
01	EFT	00004171	04/16/2020	41,494.84	THE AFTERMARKET PARTS CO LLC
01	EFT	00004172	04/16/2020	339.59	THOMSON REUTERS-WEST
01	EFT	00004173	04/16/2020	16,073.70	JEANNETTE TWITTY
01	EFT	00004174	04/16/2020	49,874.80	TRAPEZE SOFTWARE GROUP
01	EFT	00004175	04/16/2020	1,173.34	UNIFIRST CORPORATION
<b>01</b>	<b>EFT</b>	<b>00004176</b>	<b>04/16/2020</b>	<b>81,831.17</b>	<b>US BANK CORPORATE PAYMENT SYST</b>
01	EFT	00004177	04/16/2020	12,509.10	WA ST AUDITOR
01	EFT	00004178	04/16/2020	515.71	WESTERN FLUID COMPONENTS
01	EFT	00004179	04/16/2020	1,480.41	WESTERN PETERBILT
01	EFT	00004180	04/16/2020	1,666.05	WILLIAMS OIL FILTER
01	EFT	00004181	04/16/2020	18,915.45	WSP USA, INC.
01	EFT	00004182	04/16/2020	892.92	XEROX FINANCIAL SERVICES
01	EFT	00004183	04/20/2020	13,317.43	GALLS LLC
01	EFT	00004184	04/23/2020	12,466.56	WA ST DEPT OF REVENUE
01	EFT	00004185	04/23/2020	1,196.13	ACCOUNTING PRINCIPALS INC
01	EFT	00004186	04/23/2020	483.69	ALLSTREAM
01	EFT	00004187	04/23/2020	10,656.92	AMAZON.COM CORPORATE CREDIT
01	EFT	00004188	04/23/2020	2,693.29	ANGI ENERGY SYSTEMS
01	EFT	00004189	04/23/2020	32,908.95	ASSOCIATED PETROLEUM
01	EFT	00004190	04/23/2020	547.44	BATTERY SYSTEMS
01	EFT	00004191	04/23/2020	229.38	BRAUN CORPORATION
01	EFT	00004192	04/23/2020	1,519.52	COMMERCIAL BRAKE & CLUTCH
<b>01</b>	<b>EFT</b>	<b>00004193</b>	<b>04/23/2020</b>	<b>77,201.50</b>	<b>COST MANAGEMENT SERVICES INC</b>
01	EFT	00004194	04/23/2020	20,368.47	CUMMINS INC
01	EFT	00004195	04/23/2020	235.63	DRIVELINES NW INC
01	EFT	00004196	04/23/2020	6,429.15	EXCEL GLOVES & SAFETY SUPPLIES
01	EFT	00004197	04/23/2020	17.31	FEDERAL EXPRESS CORP
01	EFT	00004198	04/23/2020	0.16	FERGUSON
01	EFT	00004199	04/23/2020	2,305.57	FINISHMASTER, INC
<b>01</b>	<b>EFT</b>	<b>00004200</b>	<b>04/23/2020</b>	<b>522,591.01</b>	<b>FIRST TRANSIT</b>
01	EFT	00004201	04/23/2020	23,277.20	GILLIG LLC
01	EFT	00004202	04/23/2020	1,586.33	GRAINGER
01	EFT	00004203	04/23/2020	28.35	GUARDIAN SECURITY GROUP INC
01	EFT	00004204	04/23/2020	4,291.00	HIGH LINE SOFTWARE INC
01	EFT	00004205	04/23/2020	2,476.12	IWG TOWERS ASSETS I LLC

01	EFT	00004206	04/23/2020	12,536.66	K & L GATES
01	EFT	00004207	04/23/2020	6,574.16	KORUM FORD
01	EFT	00004208	04/23/2020	461.59	LYTX INC
01	EFT	00004209	04/23/2020	3,318.41	MALLORY SAFETY & SUPPLY LLC
01	EFT	00004210	04/23/2020	66.88	MCGUIRE BEARING CO
01	EFT	00004211	04/23/2020	571.22	MOHAWK MFG & SUPPLY
01	EFT	00004212	04/23/2020	9,618.27	MOSS ADAMS LLP
01	EFT	00004213	04/23/2020	430.34	NORTHWEST STEEL & PIPE CO
01	EFT	00004214	04/23/2020	229.92	OUTFITTER SATELLITE INC
01	EFT	00004215	04/23/2020	48,318.46	PACIFIC POWER PRODUCTS
01	EFT	00004216	04/23/2020	351.76	PLATT ELECTRIC SUPPLY
01	EFT	00004217	04/23/2020	7,881.74	PROSCI, INC.
01	EFT	00004218	04/23/2020	9,723.96	QBSI-XEROX
01	EFT	00004219	04/23/2020	454.12	SAYBR CONTRACTORS INC
01	EFT	00004220	04/23/2020	265.76	SEATTLE AUTOMOTIVE DIST.
01	EFT	00004221	04/23/2020	13,624.08	SHI INTERNATIONAL CORP
01	EFT	00004222	04/23/2020	649.00	SITECRAFTING INC.
01	EFT	00004223	04/23/2020	200.00	MARK W MEROD
01	EFT	00004224	04/23/2020	1,002.24	STANDARD PARTS CORP
01	EFT	00004225	04/23/2020	9,014.50	SUMMIT LAW GROUP PLLC
01	EFT	00004226	04/23/2020	4,690.77	TACOMA COMMUNITY COLLEGE
01	EFT	00004227	04/23/2020	347.22	TACOMA DODGE CHRYSLER JEEP
01	EFT	00004228	04/23/2020	656.31	TACOMA SCREW
01	EFT	00004229	04/23/2020	32,450.33	THE AFTERMARKET PARTS CO LLC
01	EFT	00004230	04/23/2020	99.08	THERMO KING NW INC
01	EFT	00004231	04/23/2020	9.50	TITUS-WILL TOYOTA
01	EFT	00004232	04/23/2020	1,493.48	UNIFIRST CORPORATION
01	EFT	00004233	04/23/2020	506.07	REDDAWAY
01	EFT	00004234	04/23/2020	1,396.21	VEHICLE MAINTENANCE PROGRAM
01	EFT	00004235	04/23/2020	3,672.03	VIX TECHNOLOGY USA INC
01	EFT	00004236	04/23/2020	2,063.06	WAXIE SANITARY SUPPLY
01	EFT	00004237	04/23/2020	2,132.74	WESTERN FLUID COMPONENTS
01	EFT	00004238	04/23/2020	2,165.27	WESTERN PETERBILT
01	EFT	00004239	04/23/2020	53.63	WILLIAMS OIL FILTER
<b>01</b>	<b>EFT</b>	<b>00004240</b>	<b>04/24/2020</b>	<b>82,479.15</b>	<b>GREAT WEST RETIREMENT</b>
<b>01</b>	<b>EFT</b>	<b>00004241</b>	<b>04/24/2020</b>	<b>216,007.91</b>	<b>ICMA RETIREMENT</b>
01	EFT	00004242	04/24/2020	16,616.32	NAVIA BENEFIT SOLUTIONS
01	EFT	00004243	04/24/2020	6,446.12	WA ST CHILD SUPPORT REGISTRY
01	EFT	00004244	04/24/2020	6,996.89	TACOMA EMPLOYEES RETIREMENT SY
<b>01</b>	<b>EFT</b>	<b>00004245</b>	<b>04/30/2020</b>	<b>217,121.00</b>	<b>GIRO INC</b>
01	EFT	00004246	04/30/2020	148.37	AARON'S INDUSTRIAL
01	EFT	00004247	04/30/2020	38.59	ASSOCIATED PETROLEUM
01	EFT	00004248	04/30/2020	3,143.92	BATTERY SYSTEMS
01	EFT	00004249	04/30/2020	1,500.28	CHEVRON PRODUCTS CO.
01	EFT	00004250	04/30/2020	1,321.81	COMMERCIAL BRAKE & CLUTCH
<b>01</b>	<b>EFT</b>	<b>00004251</b>	<b>04/30/2020</b>	<b>50,846.52</b>	<b>COMMONSTREET CONSULTING LLC</b>
01	EFT	00004252	04/30/2020	5,342.16	CTS (CABLING & TECH SVCS)
01	EFT	00004253	04/30/2020	30,650.27	CUMMINS INC
01	EFT	00004254	04/30/2020	13.12	FEDERAL EXPRESS CORP
01	EFT	00004255	04/30/2020	35.15	FINISHMASTER, INC
01	EFT	00004256	04/30/2020	676.25	GARDA CL NORTHWEST INC
01	EFT	00004257	04/30/2020	3,506.86	GENFARE
01	EFT	00004258	04/30/2020	37,046.91	GILLIG LLC
01	EFT	00004259	04/30/2020	2,963.47	GRAINGER
01	EFT	00004260	04/30/2020	1,776.24	HERITAGE-CRYSTAL CLEAN LLC
<b>01</b>	<b>EFT</b>	<b>00004261</b>	<b>04/30/2020</b>	<b>131,689.57</b>	<b>HUITT-ZOLLARS INC.</b>
01	EFT	00004262	04/30/2020	59.05	KORUM FORD
01	EFT	00004263	04/30/2020	894.41	LUMINATOR MASS TRANSIT LLC
01	EFT	00004264	04/30/2020	1,527.71	MALLORY SAFETY & SUPPLY LLC
01	EFT	00004265	04/30/2020	17,371.60	MB ELECTRIC LLC
01	EFT	00004266	04/30/2020	271.60	MCGUIRE BEARING CO
01	EFT	00004267	04/30/2020	4,291.87	SIRENNET.COM
01	EFT	00004268	04/30/2020	3,010.75	MOHAWK MFG & SUPPLY
01	EFT	00004269	04/30/2020	30,841.77	MOSS ADAMS LLP
01	EFT	00004270	04/30/2020	78.88	MOTIVE SYSTEMS ENGINEERING
01	EFT	00004271	04/30/2020	24.44	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00004272	04/30/2020	76.23	NORTHWEST STEEL & PIPE CO
01	EFT	00004273	04/30/2020	70.53	NORTHWEST WIRE ROPE & SLING CO
01	EFT	00004274	04/30/2020	298.21	PACIFIC POWER PRODUCTS
01	EFT	00004275	04/30/2020	1,888.63	QBSI-XEROX
01	EFT	00004276	04/30/2020	35,642.92	REDMON GROUP INC.
01	EFT	00004277	04/30/2020	602.05	SEATTLE AUTOMOTIVE DIST.

01	EFT	00004278	04/30/2020	5,692.36	SHI INTERNATIONAL CORP
01	EFT	00004279	04/30/2020	1,863.21	SOUND TRANSIT
01	EFT	00004280	04/30/2020	415.78	SOUTH TACOMA GLASS
01	EFT	00004281	04/30/2020	2,331.45	STANDARD PARTS CORP
01	EFT	00004282	04/30/2020	4,262.42	STAPLES
01	EFT	00004283	04/30/2020	1,400.00	SUPERION LLC
01	EFT	00004284	04/30/2020	2,196.61	TACOMA SCREW
01	EFT	00004285	04/30/2020	15,180.72	THE AFTERMARKET PARTS CO LLC
01	EFT	00004286	04/30/2020	21,076.28	JEANNETTE TWITTY
01	EFT	00004287	04/30/2020	24,937.40	TRAPEZE SOFTWARE GROUP
01	EFT	00004288	04/30/2020	2,524.73	UNIFIRST CORPORATION
<b>01</b>	<b>EFT</b>	<b>00004289</b>	<b>04/30/2020</b>	<b>55,893.22</b>	<b>WA ST TRANSIT INSURANCE POOL</b>
01	EFT	00004290	04/30/2020	68.53	WAXIE SANITARY SUPPLY
01	EFT	00004291	04/30/2020	1,752.91	WESMAR
01	EFT	00004292	04/30/2020	731.63	WESTERN FLUID COMPONENTS
01	EFT	00004293	04/30/2020	2,079.18	WESTERN PETERBILT
01	EFT	00004294	04/30/2020	42.37	WILLIAM WAKAN
01	EFT	00004295	04/30/2020	135.84	WILLIAMS OIL FILTER
01	EFT	00004296	04/30/2020	16,150.99	WSP USA, INC.
<b>Total Payments</b>				<b><u>\$9,011,791.59</u></b>	

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
REGULAR BOARD MEETING  
MINUTES**

**April 13, 2020**

**CALL TO ORDER**

Chair Woodards called the virtual Board meeting to order at 4:02 p.m.

**ROLL CALL**

Commissioners present:

Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma  
Marty Campbell, Vice Chair of the Board, Pierce County Councilmember  
Nancy Henderson, Town of Steilacoom Councilmember  
*(representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom)*  
Daryl Eidinger, City of Edgewood Mayor *(representing Fife/Milton//Edgewood)*  
Conor McCarthy, City of Tacoma Councilmember  
Bruce Dammeier, Pierce County Executive  
Kent Keel, City of University Councilmember  
Don Anderson, City of Lakewood Mayor

Commissioners excused:

Robin Farris, Puyallup City Councilmember

Staff present:

Sue Dreier, Chief Executive Officer  
Deanne Jacobson, Clerk of the Board  
Aaron Millstein, General Counsel from K&L Gates

**Opening Remarks and Housekeeping Items**

Chair Woodards welcomed Board Members, staff and citizens to the virtual meeting and provided instructions for participation to attendees. She announced that oral public comments will not be received today; however, citizens were given the opportunity to submit written comments prior to the meeting. She noted that no written comments were submitted.

**CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)*

Commissioners Dammeier and Henderson **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 8-0.

1. Approval of Vouchers, February 1, 2020 to February 29, 2020  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Payment Nos. 372959 through 373226  
Wire Nos. 3472 through 3746  
No Advance Travel Check  
Total \$4,892,171.23

Approval of Vouchers, March 1, 2020 to March 31, 2020  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Payment Nos. 373227 through 373469  
Wire Nos. 3747 through 4018  
Advance Travel Check Nos. 1438 through 1438  
Total \$7,520,205.73

2. Minutes: February 10, 2020 regular meeting and March 5, 2020 Board Retreat
3. CTAG Quarterly Update from Q4 of 2019 and Q1 of 2020.
4. FS 2020-016, Authorized the Chief Executive Officer to enter into and execute a Subrecipient Agreement SC-107335 with Pierce County, in substantially the same form as Exhibit A attached hereto, for Pierce Transit to manage and expend federal CMAQ funds in the amount of \$58,500 to provide a Trip Reduction Support Services Program to employers and/or residents in Pierce County for the term of March 1, 200 to March 31, 2022.
5. FS 2020-017, Authorized the Chief Executive Officer to enter into and execute Amendment No. 2 with Commonstreet Consulting, Contract No. PT-16-19, to provide property acquisition services for the proposed Pacific Avenue / State Route 7 Bus Rapid Transit Project in a not to exceed amount of \$1,564,930.00.
6. FS 2020-018, Authorized the CEO to execute a sole source, multi-year licensing and subscription agreement with Genfare to update the software of the farebox system in an amount not to exceed \$269,084.
7. FS 2020-019, Authorized the Chief Executive Officer to enter into and execute a Memorandum of Understanding with the City of Tacoma for Operation and Maintenance of a Glass Recycling Station at Narrows Park & Ride.
8. FS 2020-020, Authorized the Chief Executive Officer to enter into and execute a sole source, three-year agreement, maintenance and support agreement with Giro, Inc., for maintenance and support of Pierce Transit's automated scheduling and dispatch system in an amount not to exceed \$733,892.

9. FS 2020-021, Authorized the purchase of the mobile access routers (MARS) routers from CDW in an amount not to exceed \$293,026.35.
10. FS 2020-022, Authorized the Chief Executive Officer to enter into and execute Amendment No. 1 with ELTEC Systems, LLC, to increase the contract amount by \$150,000 for a total not to exceed contract amount of \$350,000 for purposes of executing elevator routine and required compliance maintenance and repairs.

## **ACTION AGENDA**

### **1. FS 2020-023, Authority to Execute Amendment No. 2 with Parametrix (Contract PT-18-19) for Preconstruction Advisory Services for the Proposed Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project**

Executive Director of Planning and Community Development Ryan Wheaton presented on the item, noting that Parametrix, under Amendment No. 1 in the amount of \$102,862, provided preliminary work and support in assisting Pierce Transit in obtaining the GC/CM project delivery method approval for the proposed BRT project. He noted that Amendment No. 2 expands the scope of service to include preconstruction support services, inclusive of project management support and permitting. Mr. Wheaton noted that the contract amount is for \$566,283 and is paid from the monies received from the Sound Transit 3 package.

Upon inquiry, General Counsel Aaron Millstein affirmed that based on his discussions with staff, the items on today's agenda, including FS 2020-023, fall within the definition of the Governor's Proclamation in that the agenda items considered today are necessary and routine or relate to the public health emergency relating to COVID 19. The consideration of interim contracts relating to significant public projects that are underway or ongoing aligns with the guidance offered by the Washington Attorney General's Office as being deemed routine and necessary. Delaying these projects would harm the project(s) as a result of the unintended consequences relating to the delay of the project.

Upon inquiry from Commissioner McCarthy, Executive Director of Finance Brett Freshwaters provided additional information relating to the procurement of the contact, the work that Parametrix performed under Amendment No. 1, and the work to be performed under Amendment No. 2.

Commissioners Campbell and Dammeier **moved** and seconded to authorize the Chief Executive Officer to enter into and execute Amendment No. 2 with Parametrix, Contract No. PT-18-19, to provide preconstruction advisory services for the proposed Bus Rapid Transit Pacific Avenue / State Route 7 Project in a not to exceed amount of \$669,145.

Motion **carried**, 8-0.

### **2. FS 2020-024, A Resolution of the Board of Commissioners of Pierce Transit Proclaiming an Emergency Due to the Public Health Risks Caused by the Outbreak of COVID-19 Pursuant to RCW 38.52; Ratifying the Emergency Declarations and Related Actions Authorized by the CEO; Waiving Certain Procurement Requirements; Ratifying Temporary Administrative Leave Policies and Procurement**

## **Contracts Relating to the Emergency; and Authorizing the CEO to Utilize Emergency Powers Granted to Municipal Corporations Pursuant to RCW 38.52**

Chief Executive Officer Sue Dreier presented on the item and reviewed the actions she has taken in response to COVID-19 in protecting employees and customers from the virus and maintaining the financial sustainability of the agency.

Commissioners Keel and Campbell **moved** and seconded to approve Resolution No. 2020-010, declaring that an Emergency exists due to the COVID-19 outbreak and authorizing the CEO to utilize emergency powers granted to municipal corporations pursuant to RCW 38.52 and ratifying previous actions that the Chief Executive Officer has taken as described in Exhibits A-F to maintain the continuity of operations and to protect the health and safety of employees and riders.

Commissioner McCarthy raised concerns about the communication provision that allows for the CEO to consult with the Chair or Vice Chair in lieu of the full Board about potential emergency actions that may be taken during the emergency. It was noted that the CEO will provide a full report to the Board of the actions taken during the emergency.

Motion **carried**, 7-1, with Commissioner McCarthy voting no.

### **STAFF UPDATES/DISCUSSION**

#### **CEO's Report – Financial Update**

CEO Dreier thanked her Executive Team for their work in responding to the COVID 19 pandemic. She reported two employees tested positive for the virus and staffing levels are down. She discussed the health screening process that was conducted for five days to institute the behavior of employees not coming to work sick. She reported that ridership has dropped to approximately 65 percent, but Pierce Transit is still providing about 8,000 rides a day, which includes providing service to essential workers. She noted that she has been holding regular virtual meetings to keep employees informed. She stated that the fiscal impacts from the virus will most likely result in reduced service at the end of 2020 and 2021, and most likely will lead to some level of reduced staffing.

Executive Director of Finance Brett Freshwaters provided a presentation on the fiscal impacts that COVID 19 is projected to have on the Agency and reviewed potential mitigation measures that could be taken. He noted that Pierce Transit is expecting a significant drop in sales tax revenue and the Agency may not know the full impact of revenue collections until August 2020. The Agency is currently operating fare free to avoid the spread of the virus.

Mr. Freshwaters reviewed the potential mitigation efforts the Agency is looking at to maintain financial sustainability, which could include employee furloughs, suspension of capital projects, and only spending on essential services/projects. Pierce Transit expects to receive about \$22 million from the Cares Act. The Agency has approximately \$9 million in reserves.

A steering committee will be implemented to guide on how to restore service back. Right-sizing staffing to service levels will need to be looked at to make sure the Agency remains sustainable.

Commissioner Campbell noted that the 8000 rides/day shows that buses provide an essential service. He advocated for the Agency to look at service reductions to be conducted in a strategic way and not done in a “peanut butter” type of an approach.

Commissioner Dammeier stated that this is a very challenging time and we haven’t seen impacts like these since World War II. He noted that the federal government will need to continue to offer programs and funding to help mitigate the financial impact caused by the virus. He encouraged the Agency to be creative in ways to minimize the damage to the community and to be open to new ideas, especially to one-time federal funding that may come available.

Commissioner Keel encouraged the Agency to stay plugged into lobbying efforts and funding programs that become available.

CEO Dreier announced that the Board Composition Review Meeting will most likely be rescheduled to June 2020. She also reported that Board action on the Classification and Compensation study has been postponed but she would still like to move forward with it in the future. She noted that it is important that the Agency look at doing things differently to create a mobility dynamic.

### **INFORMATIONAL BOARD ITEMS**

**Chair Report** - Chair Woodards announced that the April 16, 2020, Service Delivery and Capital Committee meeting has been cancelled.

On behalf of the Board of Commissioners, she extended thanks and appreciation to the front-line workers of Pierce Transit for showing up each day and providing service to the community during this time.

**Sound Transit Update** – No update.

**PSRC Transportation Policy Board Update** – No update.

**Commissioner Comments** – No comments.

**EXECUTIVE SESSION** – None.

### **ADJOURNMENT**

Commissioners Campbell and Eiding **moved** and seconded to adjourn the meeting at 5:11 p.m.

Motion **carried**, 8-0.

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Deanne Jacobson  
Clerk of the Board

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Victoria Woodards, Chair  
Board of Commissioners



**TO:** Board of Commissioners

**FROM:** Sue Dreier, Chief Executive Officer

**DATE:** May 5, 2020

**SUBJECT:** Ratification of Contracts Executed Under the COVID-19 Emergency Declaration

Pursuant to Pierce Transit’s procurement policies and Section 3.13.080 of the Pierce Transit Code, the Board of Commissioners shall ratify all contracts that were executed under a declaration of emergency. The following contracts listed below were executed under the COVID-19 Emergency Declaration, declared by the Chief Executive Officer on March 5, 2020, and were ratified by the Board of Commissioners at their May 11, 2020 virtual Board Meeting.

Contract No.	Vendor	Purpose	Date of Execution	Expenditure Amount
1045	Top2Bottom Janitorial Services, LLC	Amendment No. 2 – increasing the original \$50,000 contract amount by \$95,000 to add bus sanitizing at Commerce St. Tunnel and South Hill Mall due to COVID-19 and extending the contract through June 2020.	4/17/20	\$95,000
PT-01-15	SMS Janitorial Services	Amendment No. 6, adding \$94,000 to the existing contract amount of \$597,195 for janitorial services for Buildings 4 and 5 due to COVID-19.	4/17/20	\$94,000



**TITLE:** Authorize the Chief Executive Officer to Execute a Purchase and Sale Agreement to Acquire Real Property for the Spanaway Transit Center Project from LMO Spanaway, LLC, located at 20710 Mountain Highway East in Spanaway, Washington

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Janine Robinson, Senior Planner

**RELATED ACTION:**

10/14/19 – The Board of Commissioners authorized the CEO to negotiate and execute those agreements as are customary and necessary for the voluntary acquisition of the real property at the preferred site for the Spanaway Transit Center in an amount not to exceed the fair market value established by the highest reasonable appraisal and to further authorize her to pay the eligible relocation and reestablishment expenses associated therewith, however, if the total cost of the acquisition, relocation, and reestablishment costs for the property exceeds the highest reasonable appraisal for the Spanaway Transit Center property acquisition, then the CEO must obtain approval from the Board.

3/28/2019 - The Executive Finance Committee authorized a contract with KPFF for Architectural and Engineering Services for the Spanaway Turnaround Facility (FS 2019-019).

10/8/2018 - The Board of Commissioners approved Resolution No. 2018-040 Amending the 2018 Capital Budget to Include Funding for the Pacific Avenue/SR7 Park and Ride and Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with the Washington State Department of Transportation to Receive Regional Mobility Grant Funds for the Pacific Avenue/SR7 Park and Ride

**ATTACHMENTS:**

**RELATION TO STRATEGIC PLAN:** Customer

Exhibit A - Site Location;  
 Exhibit B - Purchase and Sale Agreement

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: Spanaway Transit Center - (Project No. 556)

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 410,000	The total project budget for the Spanaway Transit Center is \$5,025,000.
Grant/Other Amounts	\$ 1,640,000	
Total Expenditure	\$ 2,050,000	

**BACKGROUND:**

This is a request to authorize the CEO to execute a purchase and sale agreement to acquire real property for the new Spanaway Transit Center. The Board authorized acquisition of the property at its meeting held on October 14, 2019. This Fact Sheet and updated motion reflect the need to update the Board on negotiations and property valuation since last fall. Consideration of this motion is important at this time because the project's grant funding timeline requires completion by mid-2021, and Board action is being sought to complete the necessary property acquisition phase.

**Grant Funding**

Pierce Transit received a \$4,000,000 grant from Washington State Department of Transportation (WSDOT) for the site selection and development of a turnaround facility in Spanaway to support the existing Route 1 and the future Bus Rapid Transit (BRT) project. The grant has an expiration date of June 30, 2021. The grant requires \$1,025,000 in local funds as match. Our original grant request was for \$8,000,000 with \$2,000,000 in local funds to build a 250-stall park and ride and turnaround. The available funds offered to Pierce Transit for this project resulted in only \$5,025,000 available to complete the project. The project is now considered Phase 1 of a larger project. This phase will build a transit center and bus layover facility, operator comfort station, and approximately 30 park and ride stalls. This phased approach is amenable to our grantor, WSDOT.

**Project Need**

The corridor is currently served by Route 1, which is Pierce Transit's most utilized fixed route with an average of 1.1 million boardings a year on the Pacific Ave/SR 7 portion of the route. Buses and SHUTTLE vehicles currently use a pullout to pick up passengers at the south terminus of Route 1 adjacent to Walmart. The pullout does not have capacity to hold more Route 1 buses and SHUTTLE vehicles. The pullout only provides one shelter, a bench and serves over 300 passengers per weekday. There are no restrooms or break facilities for operators. This project will include a facility that provides adequate parking and shelters for passengers while also providing a bus turnaround and a comfort station for operators. The Spanaway Transit Center will serve as the southern terminus for the Route 1 and the future BRT.

**Site Selection**

During 2019, Pierce Transit completed a site selection process to locate a suitable property for the transit center. The process identified 15 sites along the SR7 corridor within about a half mile of the existing terminus of the Route 1 at the Spanaway Wal-Mart. The initial sites identified were a minimum of about three acres and could be acquired by early 2020. The sites were then reviewed using more detailed criteria, including:

- Access to a Signalized Intersection
- Vehicle Access and Circulation
- Site Cost
- Existing Site Development/Business Relocation
- Proximity to Route 1 Terminus
- Site Topography
- Size of Site
- Visibility from SR7
- Pedestrian and Bike Access
- Zoning/Land Use
- Potential for Hazardous Materials
- Site Availability
- Potential for Shared Use
- Availability of Water Utilities
- Availability of Sewer Utilities

Eight sites were eliminated based on the initial review. Conceptual designs were prepared for the remaining seven sites to more fully examine for any fatal flaws, especially related to the key criteria for a transit facility –

access. Three sites were eliminated during this second round of review. Staff held meetings with Pierce County and WSDOT to further examine access and other issues related to the remaining four sites and two more sites were eliminated, leaving two finalist sites. Of the two sites, the recommended site is significantly larger, is located south of the Route 1 terminus and at the edge of the Public Transportation Benefit Area (PTBA), and has a willing seller. The site was not initially listed for sale, but the owner had indicated they were getting the site ready to put on the market.

### **Recommended Site**

The recommended site, shown in Exhibit A, is 7.32 acres with a large frontage on SR 7, and its size can provide for a phased project. Additional park and ride stalls may be added as demand increases in this area.

A Phase I Environmental Site Assessment (ESA) found that the site has been used as a dismantling operation for mobile homes and a dumping area for unknown debris since approximately 2002, as well as overflow storage for an adjacent wrecking yard. A Phase II ESA was completed in Fall 2019 to assess potential environmental liability, remediation costs, and potential impacts to construction activities. The results indicate the presence of heavy metals (arsenic and lead) and cPAH contamination in shallow soil at the subject property. The cost estimate for remediation of approximately 28 cubic yards of soil is \$56,000.

In addition, there is a tenant on the property. The property owner of the wrecking yard to the north has a month-to-month lease on the small home on the property. Information provided indicates that this was originally used as an office, but the neighbor re-rents the home to an employee as a residence for about \$1,200 per month.

### **Negotiations and Valuations**

The Board's original motion in October 2019 was to:

*Delegate authority to the CEO to negotiate and execute those agreements as are customary and necessary for the voluntary acquisition of the real property at the preferred site for the Spanaway Transit Center in an amount not to exceed the fair market value established by the highest reasonable appraisal and to further authorize her to pay the eligible relocation and reestablishment expenses associated therewith, however, if the total cost of the acquisition, relocation, and reestablishment costs for the property exceeds the highest reasonable appraisal for the Spanaway Transit Center property acquisition, then the CEO must obtain approval from the Board.*

All negotiations have proceeded from the start with willing sellers. An offer letter was presented to the sellers on November 29, 2019 for the original appraised value of \$1,430,000. The sellers were given the opportunity to obtain their own appraisal, with reasonable costs paid for by Pierce Transit. The owners' appraisal was provided to Pierce Transit on December 17, 2019 and valued the property at \$2,550,000. At about the same time, the seller listed the property for sale through a broker for \$3,250,000. Pierce Transit hired an appraisal reviewer to review the owners' appraisal and the owners' appraisal was deemed above market value. The reviewer adjusted recommended just compensation to \$2,105,000, which included a downward adjustment for demolition. The Phase II ESA work was not complete at that time, so the \$56,000 remediation estimate downward adjustment, rounded, brought the agency's recommended just compensation to \$2,047,300. A new offer was presented to the sellers for this amount on January 11, 2020, and they have agreed to a rounded selling price of \$2,050,000.

Since that time, the sellers, with their attorney, have been working on clearing other owners off the title. Several other owners were bought out about 10 years ago and the final deeds were not properly recorded; one remains. The Purchase and Sale Agreement provides for that title issue to be addressed prior to closing.

STAFF RECOMMENDATION:

Authorize the CEO execute a purchase and sale agreement to acquire real property for the Spanaway Transit Center located at 20710 Mountain Highway East in Spanaway, Washington in the amount of \$2,050,000. This provides the agency with the needed turnaround facility, operator comfort station and park and ride located at the Route 1 and future BRT terminus and utilizes the available WSDOT Regional Mobility Grant funds.

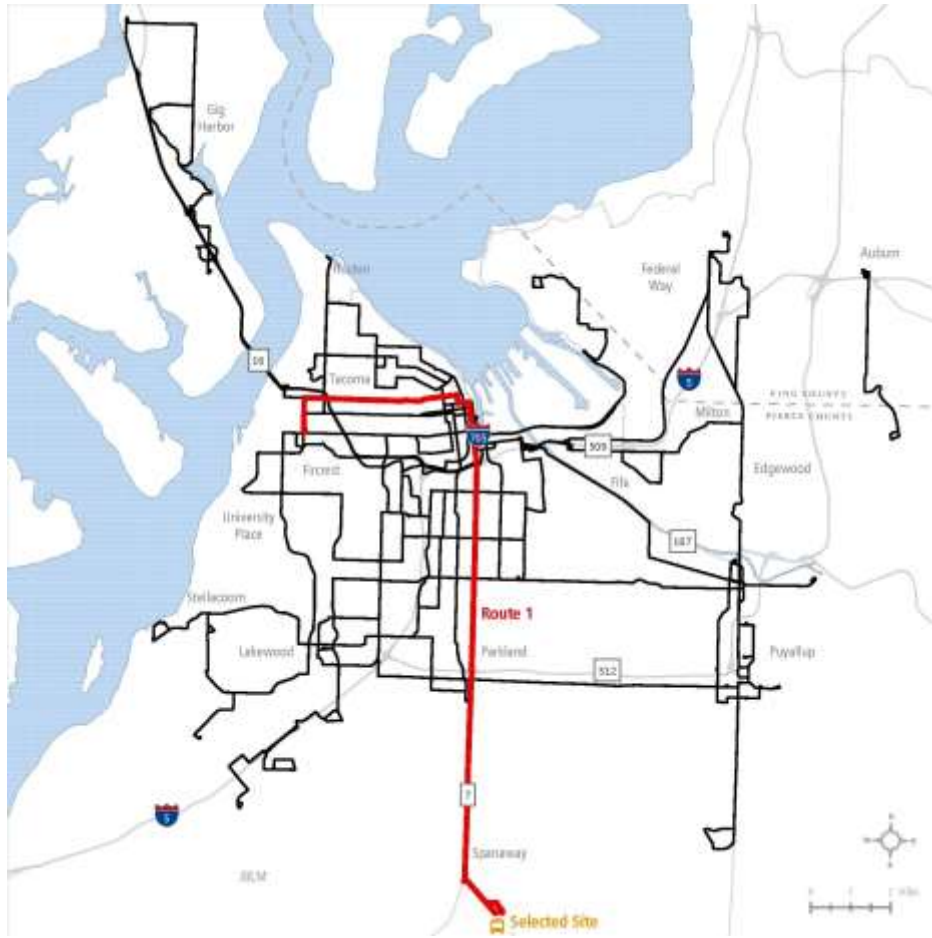
ALTERNATIVES:

Do not authorize purchase of the selected property. Doing so would jeopardize the \$4,000,000 in grant funds because the project would not be able to be completed by the grant funding closing date of June 30, 2021.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute a purchase and sale agreement to acquire Real Property for the Spanaway Transit Center Project, located at 20710 Mountain Highway East in Spanaway, Washington, from LMO Spanaway, LLC, in the amount of \$2,050,000.

Exhibit A: Site Location



PURCHASE AND  
SALE AGREEMENT

BY AND BETWEEN

PIERCE COUNTY  
PUBLIC  
TRANSPORTATION  
BENEFIT AREA  
CORPORATION,  
a municipal corporation of the State of Washington, Purchaser

AND

LMO SPANAWAY, LLC,  
a Washington limited liability company, Seller

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the Effective Date (hereinafter defined), by and between LMO Spanaway, LLC, a Washington limited liability company (“Seller”), and Pierce County Public Transportation Benefit Area Corporation, a municipal corporation of the State of Washington (“Purchaser”).

### RECITALS

- A. Seller owns the Property (hereinafter defined).
- B. Purchaser wishes to acquire the Property to develop a transit center at the Property.
- C. On November 29, 2019, Purchaser submitted an offer to purchase the Property from Seller’s predecessor-in-interest, and Seller agreed to the principal terms of the proposed transaction.
- D. Purchaser has the powers of eminent domain pursuant to RCW 36.57A.090 et. seq. and has notified Seller that Purchaser has such authority to acquire the Property in an eminent domain proceeding. Purchaser wishes to acquire the Property for a legitimate public purpose beneficial to the citizens of Pierce County.
- E. Pursuant to Washington Administrative Code 458-61A-206, transfer of the Property as contemplated herein is not subject to real estate excise tax.
- F. Seller desires to convey to Purchaser, and Purchaser desires to acquire from Seller, in lieu of an imminent threat of condemnation, the Property on the terms and conditions set forth herein.

### AGREEMENTS

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **PURCHASE AND SALE OF THE PROPERTY**. Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and accept the Property from Seller, on the terms and conditions set forth in this Agreement. The “Property” shall include:

**1.1 Land**. The land legally described in Exhibit “A” attached hereto and made a part hereof (the “Land”), together with all strips and gores, easements, right-of-way, licenses, interests, rights and appurtenances appertaining to the Land, and all rights, titles and interests of Seller in and to any easements, rights-of-way, or other interests in, on or to any alley, highway, or street in, on across or adjoining the Land, if any; and



**1.2 Improvements.** All buildings, fixtures, mechanical systems, and other improvements (collectively, "Improvements") located on the Land; and

**1.3 Intangible Property.** Any and all other rights, titles, interests, privileges and appurtenances owned by Seller and in any way related to, or used in connection with, the use, occupancy and ownership of the Land and the Improvements.

No tangible personal property is included in the Property. Subject to any relocation assistance that may be available to Seller under RCW 8.26 et. seq. and other applicable law, Seller shall remove all tangible personal property from the Property not later than the Closing Date (hereinafter defined).

2. **PURCHASE PRICE.** The total purchase price for the Property is TWO MILLION FIFTY THOUSAND AND 00/100 DOLLARS (\$2,050,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

**2.1 Earnest Money.** Within ten (10) business days from the Effective Date, Purchaser shall deliver to Laura Lau ("Escrow Officer") at First American Title Insurance Company, 920 Fifth Avenue, Suite 1200, Seattle, WA 98104 ("Title Company") an earnest money deposit of \$1,000.00 ("Earnest Money") in the form of cash. The Earnest Money shall be deposited by Escrow Officer into an interest-bearing trust account. The Earnest Money shall be applied to the Purchase Price at Closing (hereinafter defined). If Purchaser fails to timely deliver the Earnest Money to Escrow Officer, this Agreement shall automatically terminate and neither party shall have any further rights or remedies under this Agreement except those that have accrued or that expressly survive the termination hereof.

**2.2 Remainder.** The remainder of the Purchase Price shall be paid at Closing.

3. **TITLE TO THE PROPERTY AND TITLE INSURANCE.**

**3.1 Title Review.** Purchaser has obtained a preliminary commitment for an owner's extended coverage policy of title insurance from the Title Company dated March 20, 2020, commitment no. NCS-980247-WA1 ("Title Commitment"), a copy of which has been made available to Seller. On or prior to the expiration of the Due Diligence Period (hereinafter defined), Purchaser shall notify Seller whether, in its sole and absolute judgment and discretion, it disapproves of any exception to title set forth therein ("Title Objection Notice"). All monetary liens or encumbrances, if any, and any lien or encumbrance incurred after the Effective Date without the consent of Purchaser (collectively, "Mandatory Cure Items") shall automatically be deemed disapproved. Seller acknowledges and agrees that the Title Commitment indicates that a portion of the Property is owned by a party(ies) other than Seller, and that such matter shall be deemed a Mandatory Cure Item for all purposes. Seller agrees that it will, as an additional Mandatory Cure Item, demonstrate to the satisfaction of Purchaser and the Title Company that Seller

is the sole fee owner of the entire Property prior to Closing. If Purchaser fails to deliver the Title Objection Notice, all other exceptions shown on the Title Commitment, other than Mandatory Cure Items, shall be deemed approved. Exceptions to title not disapproved or not deemed disapproved by Purchaser shall be “Permitted Encumbrances.” Seller shall cooperate by delivering to Escrow Officer customary owner’s affidavits required by Escrow Officer in connection with issuing an extended coverage policy of title insurance. Seller shall deliver marketable, fee title to the Property at Closing, free and clear of liens and exceptions, except Permitted Encumbrances.

**3.2 Survey/Title Update.** On or prior to Closing, Purchaser may obtain one or more updates or supplements to the Title Commitment and/or an ALTA/NSPS survey of the Property (“Survey”). If: (a) any update or supplement to the Title Commitment contains an exception to title not contained in the initial Title Commitment or any previous supplements thereto, or modifies any exception contained therein; or (b) the Survey discloses any matters not acceptable to Purchaser, Purchaser shall be entitled to disapprove any such title or survey matter by written notice to Seller delivered within ten (10) business days from Purchaser’s receipt of any update or supplement to the Title Commitment or Survey, as applicable (such notice, “Update/Survey Objection Notice”). The Title Objection Notice and the Update/Survey Objection Notice shall each and collectively be referred to as “Purchaser’s Objection Notice,” as indicated by context.

**3.3 Seller’s Cure Notice.** Seller shall have ten (10) business days after receipt of Purchaser’s Objection Notice within which to notify Purchaser in writing whether Seller will cure or remove any exceptions to title or survey matters disapproved or deemed disapproved by Purchaser (“Seller’s Cure Notice”). Notwithstanding anything to the contrary herein, Seller shall remove on or before Closing any and all Mandatory Cure Items. Seller’s failure to deliver Seller’s Cure Notice shall constitute Seller’s election not to remove any disapproved exceptions to title and any disapproved survey matters.

**3.4 Purchaser’s Response.** If Seller elects, or is deemed to have elected, not to remove all exceptions to title and any survey matters disapproved by Purchaser, not later than ten (10) business days after receipt of Seller’s Cure Notice, Purchaser may, in its sole and absolute judgment and discretion, elect to (a) terminate this Agreement by written notice to Seller, in which event Escrow Officer shall promptly refund the Earnest Money to Purchaser, and neither party shall have any further rights or remedies under this Agreement except those that have accrued or that expressly survive the termination hereof, or (b) proceed to Closing. If Purchaser fails to timely deliver the termination notice, Purchaser shall be deemed to have elected under clause (a) to terminate this Agreement. The Closing Date shall be extended as necessary to provide Seller and Purchaser the full benefit of the title review, objection and response periods set forth in Sections 3.1, 3.2, 3.3 and 3.4.

**3.5 Removal of Disapproved Matters.** Except for Permitted Encumbrances, Seller will cause all title exceptions it has elected to remove, all Mandatory Cure Items and any disapproved survey matters it has elected to remove, to be cleared, removed or remedied to Purchaser's satisfaction on or before Closing. If Seller fails to remove any disapproved exceptions to title or any disapproved survey matter that it has elected to remove, or any Mandatory Cure Items on or prior to Closing, Seller will be in default under this Agreement and Purchaser may, at Purchaser's election, exercise any one or more rights and remedies available to Purchaser under this Agreement or otherwise available in law and/or equity.

**3.6 Deed.** At Closing, Seller shall convey to Purchaser title to the Land and the Improvements by statutory warranty deed ("Deed"), subject only to the Permitted Encumbrances.

**3.7 Title Policy.** At Closing, Seller shall cause the Title Company to issue to Purchaser an owner's ALTA extended coverage policy of title insurance ("Title Policy") in the full amount of the Purchase Price insuring, as of Closing, fee simple title to the Property in Purchaser free and clear of all liens, encumbrances and defects except the Permitted Encumbrances, and including any endorsements requested by Purchaser.

**4. SELLER'S OBLIGATIONS.** From and after the Effective Date through and including the date of Closing (or the earlier termination of this Agreement):

**4.1 Compliance with Law.** Seller shall (a) operate and maintain the Property in accordance with all applicable law and reasonably prudent industry practices; and (b) obtain and maintain in full force and effect property and liability insurance policies relative to the Property that reasonably prudent owners in the Puget Sound area would obtain and maintain for properties similar to the Property.

**4.2 Sale.** Seller shall not sell, transfer, convey or encumber, or cause or permit to be sold, transferred, conveyed or encumbered, the Property, or any part thereof or interest therein. Without Purchaser's written consent in each case, Seller shall not grant, create, assume or permit to be created any mortgage, lien, lease, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property.

**4.3 Contracts.** Seller shall not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any maintenance, service, operation, repair or other contract or agreement relating to the use, maintenance or operation of the Property, or renew any contract, unless the same is cancelled effective on or prior to the Closing. Seller shall terminate all contracts, with the effective date of such terminations to be on or before the Closing.

**4.4 Leases.** Seller shall not enter into any lease, license or occupancy agreement with respect to the Property without Purchaser's prior written consent. Seller shall terminate all leases, licenses and occupancy agreements affecting the Property (including any approved by Purchaser), effective on or before the Closing.

**4.5 Cooperation.** Upon Purchaser's request, Seller shall reasonably cooperate with respect to any of Purchaser's development, zoning, or construction permit activities with respect to the Property (including, without limitation, providing signatures on applications as requested by Purchaser), but any zoning or similar applications affecting the entitlement status of the Property would not take effect prior to the Closing. Seller shall not be required to incur any third party expense in connection with such cooperation.

## **5. PURCHASER'S DUE DILIGENCE.**

**5.1 Due Diligence Period.** Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon Purchaser determining in its sole and absolute judgment and discretion that it is satisfied with all aspects of the Property including, without limitation, the environmental, geotechnical, access and physical aspects thereof, the suitability thereof for any and all of Purchaser's intended uses, and the financing, development, zoning, regulatory and/or other land use matters pertaining thereto. During the period commencing on the Effective Date and ending at 5:00 p.m. on the date which is sixty (60) calendar days following the Effective Date (as same may be extended from time to time, the "Due Diligence Period"), Purchaser shall have the right to inspect, investigate, test and examine the Property, at Purchaser's expense, which may include, without limitation, a phase 2 environmental site assessment, geotechnical inspection, soil boring tests, asbestos inspection and other inspection and testing as determined by Purchaser to be reasonably necessary to assess the condition of the Property. Purchaser may extend the Due Diligence Period by a reasonable period of time, not to exceed an additional sixty (60) calendar days, if additional inspection or testing of the Property is recommended by Purchaser's engineer or consultant, or Purchaser determines in its sole discretion that additional inspection or testing is necessary. In addition, if performance of any inspection is delayed by Force Majeure, Purchaser shall notify Seller of any such delay and the Due Diligence Period shall be extended by the same number of days as caused by the Force Majeure event (not to exceed sixty (60) calendar days in total). Purchaser will be deemed to have not extended the Due Diligence Period if Purchaser fails to send the extension or the delay notice on or prior to the expiration of the original Due Diligence Period. Purchaser's Due Diligence shall also include a review of the status of Due Diligence Materials (hereinafter defined). Seller shall reasonably cooperate, and shall instruct their agents, employees and representatives to reasonably cooperate, in facilitating Purchaser's due diligence review of the Property and the proposed transaction. Purchaser may terminate this Agreement at any time prior to expiration of the Due Diligence Period

for any or no reason. As used herein, “Force Majeure” means events or states of facts caused in whole or in part by war, natural catastrophe, strikes, walkouts or other labor disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, epidemic, pandemic or other public health crisis, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused), including, without limitation, Purchaser’s Board of Commissioners being unable to hold a meeting to approve Closing (hereinafter defined) (or it being impracticable to hold such meeting) in accordance with applicable law.

**5.2 Due Diligence Materials.** Within five (5) days of the Effective Date, Seller shall deliver to Purchaser, for inspection and review all materials specified below that are in Seller’s possession or control (“Due Diligence Materials”). If Seller thereafter discovers any additional items that should have been included among the Due Diligence Materials, Seller shall promptly deliver them to Purchaser. The Due Diligence Materials shall include (a) all reports concerning the condition of the Property, including all geotechnical and environmental assessment reports prepared with respect to the Property or that are currently being performed by or for Seller, (b) all licenses, permits, improvement agreements, bonds, development agreements, leases, agreements, contracts, documents, instruments, relating to the Property, (c) all surveys, plats or plans that affect or relate to the Property, (d) all books and records relating to the Property, (e) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous materials in, on, under or about the Property, and any other written information relating to the environmental condition or potential contamination of the Property; (f) notice of any existing or threatened litigation that affects or relates to the Property and copies of any pleadings with respect to that litigation; (g) copies of any plans, specifications and construction or fixture warranties related to the Property; and (h) maintenance records for the Property for the five (5) years preceding the Effective Date. Should Seller fail to timely deliver to Purchaser all of the Due Diligence Materials, the Due Diligence Period shall be extended for one (1) day for each day of delay in Purchaser’s receipt of all of the Due Diligence Materials.

**5.3 Notice to Proceed.** On or prior to the expiration of the Due Diligence Period, Purchaser shall notify Seller of its approval of the Property and waiver of the inspection contingency. If Purchaser notifies Seller on or prior to the expiration of the Due Diligence Review Period that it is satisfied with the Property (“Notice to Proceed”), the parties hereto shall proceed to Closing. In the event that Purchaser does not give Seller a Notice to Proceed on or prior to the expiration of the Due Diligence Period, this Agreement shall automatically terminate, in which event Escrow Officer shall promptly or refund the Earnest Money to Purchaser, and neither party shall have any further rights or remedies

under this Agreement except those that have accrued or that expressly survive termination hereof.

**5.4 Access.** During the Due Diligence Period, Purchaser (and/or its consultants, contractors, agents and representatives) may enter the Property at all reasonable times to perform reasonable tests, engineering studies, surveys, soil tests, and other inspections, studies and tests on the Property as Purchaser may deem necessary. Purchaser shall defend, indemnify and hold Seller harmless for, from and against any claim, loss or liability or any claim of lien or damage in connection with any entry on the Property by Purchaser or any activities on the Property by Purchaser, its agents, employees and independent contractors except to the extent of any negligence or wilful misconduct on the part of any of the Seller or otherwise attributable to pre-existing conditions affecting the Property. With respect to any contractual matters that Purchaser establishes are within the scope of RCW 4.24.115, the scope of this indemnity shall be limited with regard to damages for bodily injury to persons or damage to property resulting from the concurrent negligence of Purchaser and of Seller, as to which Purchaser is to indemnify Seller to the extent of the negligence of the Purchaser. This obligation to defend, indemnify and hold Seller harmless shall survive any termination or rescission under this Agreement.

**6. CLOSING.**

**6.1 Closing Date.** This transaction shall be closed at a place, time, and date to be selected by Purchaser and reasonably acceptable to Seller, but in any event on or before \_\_\_\_\_, 2020 (the "Closing Date") unless mutually agreed upon by both parties. The word "Closing" refers to the closing of this transaction. If Seller or Buyer determines in its reasonable discretion that it is unable or commercially impracticable to proceed to Closing due to Force Majeure, such party shall have the right to extend Closing by a reasonable period (not to exceed sixty (60) days in the aggregate) upon delivery of written notice to the other party not later than three (3) Business Days before the then scheduled Closing Date.

**6.2 Manner and Place of Closing.** This transaction shall be closed through an escrow arrangement by the Escrow Officer.

**6.3 Prorations, Adjustments.** All ad valorem real property taxes, assessments, and utility charges (collectively, "Expenses"), shall be prorated and adjusted between the parties as of the Closing Date. Seller and Purchaser agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller shall receive the benefit of all income and shall pay all expenses of the Property prior to Closing and Purchaser shall

receive all income and shall pay all expenses of the Property from and after Closing. This Section 6.3 shall survive Closing.

**6.4 Payment of the Purchase Price.** Purchaser shall pay the total purchase price in cash at Closing, subject to any adjustments provided in this Agreement.

**6.5 Payment of Closing Costs.** Purchaser will pay all escrow and recording fees for this transaction, and other customary closing costs. Purchaser shall not be responsible for recurring expenses such as property taxes that are due, any utility charges that are due, and assessments that are due or liens against the Property, all of which shall be paid by Seller on or prior to Closing. Purchaser will pay for title insurance. Purchaser will pay the excise tax (to the extent no exemption applies) and the escrow fee. Seller and Purchaser shall pay their respective attorneys' fees. No real estate commission is associated with the sale of the Property.

**6.6 Events of Closing.** Provided the Escrow Officer has received Purchaser's deposit of the Purchase Price (less the Earnest Money), and the closing conditions set forth in Section 6.9 are satisfied or waived by Purchaser, this transaction shall be closed on the Closing Date as follows:

- (a) Purchaser shall pay to Seller, by deposit of the entire Purchase Price with the Escrow Officer, in immediately available funds via wire transfer or such other means of funding acceptable to Escrow Officer. The Purchase Price shall be adjusted for the Expenses and costs set forth in Section 6.3 and Section 6.5.
- (b) Any Expenses and costs set forth in Agreement Section 6.3 and Section 6.5 required to be paid by Seller at Closing shall be paid and satisfied of record at Seller's expense.
- (c) Seller shall deliver to Escrow Officer, originals of each of the following executed and acknowledged (if applicable) by Seller:
  - i. Deed;
  - ii. An assignment of intangibles conveying all of Seller's right, title and interest to all intangible property relating to the Property, in a form reasonably acceptable to Seller and Purchaser, to be negotiated during the Due Diligence Period;
  - iii. An environmental indemnity with respect to Seller's obligations under Section 8.1(e), in a form reasonably acceptable to Seller and Purchaser, to be negotiated during the Due Diligence Period;

- iv. Seller's Certification of non-foreign Status;
- v. An owner's affidavit and indemnity in the Title Company's form;
- vi. Any instrument necessary to release any liens against the Property;
- vii. A Washington real estate excise tax affidavit prepared by the Escrow Officer; and
- viii. Any other instrument or document that may be reasonably required by Purchaser or Escrow Officer to consummate the transaction.

(d) Purchaser shall deliver to Escrow Officer, originals of each of the following executed and acknowledged (if applicable) by Seller:

- i. A Washington real estate excise tax affidavit prepared by the Escrow Officer; and
- ii. Any other instrument or document that may be reasonably required by Purchaser or Escrow Officer to consummate the transaction.

**6.7 Possession.** Purchaser will take legal possession at Closing.

**6.8 Casualty/Condemnation.** If any portion of the Property is damaged or becomes subject to a condemnation action (or a conveyance in lieu of condemnation) or a threat thereof, Seller shall promptly notify Purchaser thereof. At any time prior to the then-scheduled Closing Date, upon delivery of written notice to Seller, Purchaser may, in its sole and absolute discretion, elect to (a) terminate this Agreement, or (b) proceed to Closing, notwithstanding such damage or condemnation. If Purchaser so elects to terminate this Agreement, this Agreement shall terminate as of the date set forth in Purchaser's termination notice, Escrow Officer shall promptly refund the Earnest Money to Purchaser, and from and after termination, neither party shall have any further rights or remedies under this Agreement except those that have accrued or that expressly survive termination hereof. If Purchaser elects to proceed to Closing, all condemnation award and/or insurance proceeds, as applicable, shall be paid to Purchaser at Closing (and if any condemnation award or insurance proceeds remain unpaid as of Closing, at Closing, Seller shall assign all of their rights to such award or proceeds, as applicable, to Purchaser).

**6.9 Closing Conditions.** Notwithstanding anything in this Agreement to the contrary, Purchaser's obligation to complete the transaction contemplated by this Agreement is subject to and conditioned upon the following conditions precedent:



- (a) Title Company shall have irrevocably committed to issue the Title Policy;
- (b) All of the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of Closing.
- (c) Seller's delivery to Escrow Officer of the instruments, documents and monies described in Section 6.6;
- (d) Seller is not in default of any term or condition set forth in this Agreement;
- (e) Purchaser's satisfaction with or waiver, on or before Closing, of all other conditions precedent for the benefit of Purchaser as set forth in this Agreement; and
- (f) Purchaser's Board of Commissioners shall have taken any action necessary to approve or otherwise authorize Purchaser to proceed with the consummation of the transactions contemplated in this Agreement.

**6.10 Failure or Waiver of Conditions Precedent.** If any of the conditions precedent set forth in Section 6.9 is not satisfied on or prior to the Closing Date, Purchaser may elect to (a) terminate this Agreement, in which event Escrow Officer shall promptly refund the Earnest Money to Purchaser, and neither party shall have any further rights or remedies under this Agreement except those that have accrued or that expressly survive termination hereof, or (b) defer the Closing for such period of time as may be reasonably necessary (but not more than thirty (30) days in the aggregate) to permit such condition to be satisfied, or (c) waive the unsatisfied condition and proceed to Closing. Notwithstanding anything to the contrary in the foregoing, if any condition precedent set forth in Section 6.9 is not satisfied due to a default on the part of Seller, Purchaser shall have the rights and remedies set forth in Section 7.

## **7. FAILURE TO CLOSE.**

**7.1 Purchaser's Remedies.** If Seller fails to close without legal excuse, or otherwise defaults in the performance of its material obligations hereunder, Purchaser may at its option exercise any remedy available to it by law or in equity under the circumstances including, but not limited to, the remedy of specific performance and enforcement of this Agreement through an action in eminent domain. Without limiting the foregoing, if Seller fails to close without legal excuse, or otherwise defaults in the performance of its material obligations hereunder, Seller shall reimburse Purchaser for all actual, out-of-pocket costs incurred by Purchaser in connection with this Agreement, including, without limitation, all costs relating to inspection of the Property and attorneys' fees.

**7.2 Seller's Remedies.** If Closing does not occur due to Purchaser's default hereunder, Seller, as its exclusive remedy, shall be entitled to terminate this Agreement and keep the Earnest Money as liquidated damages.

**8. REPRESENTATIONS; CONDITION OF PROPERTY.**

**8.1 Seller's Representations and Warranties.** Seller represents, warrants and covenants to Purchaser as follows:

(a) To the best of Seller's knowledge, there are no actions, suits, proceedings or litigation pending or threatened against Seller or relating to any of the Property in any court or before any administrative agency that might result in Seller being unable to consummate the transaction contemplated by this Agreement.

(b) Seller has received no notice that the Property or any condition existing thereon or any present use thereof violates any law, rule or regulation, and to the best of Seller's knowledge, no such violation exists.

(c) There are no outstanding agreements of sale, options, or other rights of third parties to acquire the Property or any interest therein, except this Agreement. Seller is not currently a party to any lease, license or other similar occupancy agreement with respect to the use or occupancy of the Property.

(d) There are no contracts or agreements with respect to the Property to which Seller is a party or by which it is bound relating to construction, architectural services, parking, maintenance or other supplies or services, management, leasing or brokerage services, or any equipment leases that are currently, or relating to any other matters with respect to the Property in effect and will be in effect after Closing.

(e) Except as disclosed on Schedule 8.1(e) attached hereto, no hazardous materials or substances has been used, released, disposed, stored or discharged on or about the Property; the Property is free of hazardous materials and substances; and there is no environmental contamination on or affecting the Property. There is no violation of any environmental law on or affecting the Property. Seller is not aware of, and have not received any notice (written or oral) of, any environmental complaint, order, directive, investigation or other communication alleging the presence of any hazardous material or substance, or any environmental contamination or any environmental violation on or about the Property from any governmental agency or any third party. In the event environmental contamination is found on or about the Property and determined to be caused by any Seller Party (except as disclosed on Schedule 8.1(e)), or Seller is found to be in breach of any

of the foregoing representations and warranties, or any hazardous material or substance introduced by any Seller Party is found to be on or about the Property in violation of any applicable law, Seller agrees to defend, indemnify, and hold Purchaser harmless against any claim for damage, loss, injury, penalty, liens, fines, costs and expense (including reasonable attorneys' fees), injunctive relief, and/or administrative enforcement. As used herein, "Seller Party" means Seller and its predecessor(s) in interest, and their respective representatives, agents, employees, contractors and any other person acting for or on behalf of Seller. This Section 8.1(e) shall survive Closing.

(f) To the best of Seller's knowledge, there are no pending or threatened condemnation or similar proceedings or assessments affecting the Property.

(g) Subject to resolution of the Mandatory Cure Items, Seller holds good and marketable title to all Property, free and clear of any liens and encumbrances.

(h) Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (September 23, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Neither Seller nor any beneficial owner of Seller: (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (iii) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(i) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

(j) Seller is a limited liability company validly existing under the laws of the State of Washington. Seller has the legal power, right and authority to enter into this Agreement and the documents required to be executed by Seller under this Agreement and to consummate the transaction contemplated by this Agreement. All requisite (corporate, partnership, limited liability company or otherwise) action has been taken by Seller in connection with executing this Agreement and the

documents required hereby. No consent of any other party is required for the performance by Seller of its obligations hereunder.

**8.2 Survival.** All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date and shall survive Closing and not be merged into any documents delivered at Closing.

**9. GENERAL PROVISIONS.**

**9.1 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**9.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.

**9.3 Notices.** Notices under this Agreement shall be in writing, addressed to the person entitled to such notice, and sent by either: (a) United States mail, return receipt requested (deemed received three (3) business days following deposit in the United States mail); (b) recognized overnight express service which customarily maintains a contemporaneous permanent delivery record (deemed received on the next business day); or (c) email to the address of such person as set forth in this Agreement with confirmation of delivery (deemed received upon confirmation of receipt) (provided, however, that delivery by email shall not be effective unless delivery by one of the foregoing methods is made within two (2) business days after email delivery), or such address or addresses designated in writing from time to time. Notices shall be sent to:

Seller: LMO Spanaway, LLC  
8122 S. 14th St.  
Tacoma, WA 98465  
Attn: Larry O'Neil and Marjorie O'Neil  
Email: loneil7701@aol.com

Purchaser: Pierce County Public Transportation Benefit Area  
Corporation  
P.O. Box 99070  
3701 96th Street SW  
Lakewood, WA 98499  
Attn: Janine Robinson, Senior Planner  
Email: jarobinson@piercetransit.org

Copy to: K&L Gates LLP  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104

Attn: Rhys W. Hefta  
Email: Rhys.Hefta@klgates.com

Each party may change its address for notice by giving not less than five (5) days' prior notice of such change to the other party in the manner set forth above.

**9.4 Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**9.5 Attorneys' Fees.** In the event suit, arbitration or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

**9.6 Integration.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties and states the entire agreement of the parties, and the Parties shall not be bound by any stipulations, representations, agreements or promises, oral or otherwise, not included in or attached to this Agreement.

**9.7 Applicable Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington.

**9.8 Brokers.** Each party hereto represents and warrants to the other party that s/he/it/they has(have) had no dealings with any broker in connection with negotiation or execution of this Agreement. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other person claiming a commission or fee in connection with this transaction and arising out of its own conduct.

**9.9 Changes in Writing.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

**9.10 Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's members, elected officials, officers, employees, and agents.

**9.11 Facsimile Signatures.** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Officer, the parties shall confirm facsimile transmitted signatures by signing an original document.

**9.12 Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**9.13 Invalidity of Provisions.** If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect as long as the substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

**9.14 Saturday, Sunday and Legal Holidays.** Unless expressly provided to the contrary elsewhere in this Agreement, in computing any period of time described herein the day of the act or event from which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period of time shall be extended to the next business day. The final day of any such period shall end at 5:00 p.m., Pacific Time.

**9.15 Survival of Covenants.** Any covenants and agreements which this Agreement does not require to be fully performed prior to the Closing Date shall survive the Closing Date and shall be fully enforceable thereafter in accordance with their terms.

**9.16 Joint and Several.** If Seller is comprised of more than one person, each Seller shall be jointly and severally liable for the obligations and liabilities on the part of Seller(s) under this Agreement.

## **10. Additional Provisions**

**10.1 Seller's Disclosure.** The Property constitutes commercial real estate as defined in RCW 60.42.005 and RCW 64.06.005(1), thereby requiring Seller to deliver to Purchaser the completed disclosure statement in RCW 64.06.013, unless said disclosure statement is expressly waived in whole or in part by Purchaser. Pursuant to RCW 64.06.010(7), Purchaser hereby waives its right to receive the completed disclosure statement in RCW 64.06.013, with the exception of the "Environmental" section thereof. Seller shall deliver to Purchaser the completed "Environmental" section of the disclosure statement within five (5) business days after the Effective Date.

**10.2 Effective Date.** The date on which the last of Seller and Purchaser signs this Agreement is the "Effective Date" of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

SELLER:

LMO Spanaway, LLC,  
a Washington limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Larry O'Neil  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Marjorie O'Neil  
Title:



PURCHASER:

Pierce County Public Transportation Benefit Area Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

Legal Description

The Land referred to herein below is situated in the County of Pierce, State of Washington, and is described as follows:

PARCEL A:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER

OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, AND THE

SOUTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 5;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID HIGHWAY 16.30 FEET;

THENCE SOUTHWESTERLY 14.95 FEET TO A POINT ON SAID EAST LINE OF SAID SUBDIVISION 24.08 FEET SOUTH OF

SAID INTERSECTION;

THENCE NORTH 24.08 FEET TO THE POINT OF BEGINNING;

ALSO BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF

SAID SECTION 3;

THENCE NORTH 556.76 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF PRIMARY STATE HIGHWAY

NO. 5 AND THE EAST LINE OF SAID SUBDIVISION;

THENCE NORTH 42°05' WEST ALONG SAID LINE OF SAID HIGHWAY 83.62 FEET;

THENCE SOUTH 43°12' WEST, 856.07 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST

QUARTER;

THENCE EAST ALONG SAID SOUTH LINE 646.06 FEET TO THE PLACE OF BEGINNING.

PARCEL B:

LOTS 1 THROUGH 15, INCLUSIVE, MILLER'S COURT, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS AT PAGES 9, RECORDS OF PIERCE COUNTY, WASHINGTON. APN: 031803-301-9, APN: 588500-001-0,

APN: 588500-002-0, APN: 588500-003-0, APN: 588500-004-0, APN: 588500-005-0, APN: 588500-006-0, APN: 588500-007-0, APN: 588500-008-0, APN: 588500-009-0, APN: 588500-010-0, APN: 588500-011-0, APN: 588500-012-0, APN: 588500-013-0, APN: 588500-014-0, APN: 588500-015-0

SCHEDULE 8.1(e)

Environmental Disclosure

Per the Limited Phase II Environmental Site Assessment dated February 28, 2020 by Landau Associates, the following environmental conditions are present at the Property:

“The results of the Limited Phase II ESA indicate the presence of heavy metals (arsenic and lead) and cPAH contamination in shallow soil at the subject property. TPH, VOCs, and PCBs were not detected in any soil sample at concentrations exceeding the MTCA Method A CULs. The impacted area is presumed to be limited, and confined to the upper depth. A targeted soil remedial excavation is recommended, and can be integrated into existing plans for site redevelopment. Groundwater was not encountered during this investigation and is located at a depth greater than 20 ft bgs; no potential impacts to groundwater were identified.”