



Meeting Location:
City Hall
Council Chambers
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
Email cityhall@portorchardwa.gov
www.portorchardwa.gov

City Council Regular Meeting Tuesday, May 12, 2026 6:30 PM

Pursuant to the Open Public Meetings Act, Chapter 42.30 RCW, the City Council is conducting its public meeting in a hybrid format with options for in-person attendance in the Council Chambers at City Hall or remote viewing and participation via Zoom (link below). The meeting is streamed live on the City's YouTube channel, click [here](#).

Remote Access

Link: <https://us02web.zoom.us/j/89294675108>
Zoom Meeting ID: 892 9467 5108
Zoom Call-In: 1 253 215 8782

Guiding Principles

Are we raising the bar in all of our actions?
Are we honoring the past, but not living in the past?
Are we building positive connections with our community and outside partners?
Is the decision-making process building a diverse, equitable, and inclusive community?

1. Call to Order

A. Pledge of Allegiance

2. Approval of Agenda

3. Public Hearing at 6:35PM

(Accepting public testimony from citizens limited to the specific items listed.)

A. McCormick Village Development Agreement (Bond)

4. Citizen Comments

(This is an opportunity for citizens to address the City Council on agenda items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

5. Consent Agenda

(Items listed are to be considered routine in nature and are grouped together in a single motion. A Councilmember may remove an item for separate consideration upon request. In the event of such request, the item is placed under Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

- C. Approval of Minutes: April 21, 2026, Council Work Study Session
- D. Approval of Change Order No.1 to Contract C018-20 with SMS Cleaning, Inc. for Janitorial Services (Ryan)
- E. Approval of Change Order No. 1 to HVAC Maintenance Contract C030-25 with Hermanson, Inc. (Ryan)
- F. Approval to Accept a Special Event Application and Waive the Required Timeline and to Approve Road Closure: Port Orchard Night Market (Wallace)

6. Presentation

7. Business Items

- A. Adoption of an Ordinance Amending Port Orchard Municipal Code to Establish an Administrative Approval Process for Final Plats, Update Bonding Provisions, and Make Related Amendments (Bond)
- B. Adoption of an Ordinance Approving the Development Agreement with McCormick Communities, LLC for the McCormick Urban Village (Bond)
- C. Adoption of a Resolution Authorizing Submission of an Opportunity Zone Nomination for Census Tract 923 (Bond)
- D. Adoption of a Resolution Authorizing the Retention of ER&R Vehicle #1012 and Expanding the Existing Public Works Fleet (Ryan)
- E. Adoption of a Resolution Accepting a 2026 Congressionally Directed Spending Appropriation for the Bay Street Reconstruction Project (Ryan)
- F. Approval of Amendment No. 1 to Contract C088-25 with Transpo Group Inc. for Additional Services Related to the SW Old Clifton Road / Anderson Hill Road Intersection Improvements (Ryan)

8. Discussion Items

(No Action to Be Taken.)

9. Reports of Council Committees

(Three council members serve on the committee with staff to make collaborative recommendations about work product. Staff then prepares the items for full Council consideration based on the Committee's discussion.)

- A. Council Advisory Committees

10. Report of Mayor

11. Report of Department Directors

12. Citizen Comments

(This is an opportunity for citizens to address the City Council on any items that are not associated with a Public Hearing on this agenda. Comments are limited to 3 minutes. Please approach the podium or raise your Zoom hand if viewing remotely and wait to be recognized by the Mayor. Then, state your name for the official record. If you are attending remotely by Zoom via telephone, enter *9 from your keypad to raise your hand.)

13. Good of the Order

14. Executive Session

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

15. Adjournment

ADA Requirements

In compliance with the American with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (360) 876-4407. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

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For Committee Membership please visit <https://portorchardwa.gov/city-council-advisory-committees/>.



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Public Hearing at 3.A. McCormick Village Development Agreement (Bond)

6:35PM:

Meeting Date: May 12, 2026

Presenter: Nick Bond, Community Development Director

Summary and Background:

This staff report provides background and analysis for the City Council's consideration of a proposed Development Agreement between the City of Port Orchard and McCormick Communities, LLC for the McCormick Urban Village. The purpose of tonight's public hearing is to receive testimony on the proposal before the Council considers an ordinance authorizing execution of the Agreement.

The Development Agreement applies to approximately 24 acres located at Feigley Road W and Yarrow Street. The property is planned for development as the McCormick Urban Village, a mixed-use neighborhood anticipated to include 378 middle-housing units, approximately 31,700 square feet of commercial retail, and extensive supporting infrastructure. The site is located near a future school site and within proximity to existing and planned public parks. The intent of the project is to establish a walkable neighborhood center that integrates middle housing, pedestrian-oriented commercial uses, and compact infrastructure to serve the growing residential area.

The Agreement establishes vested development standards pursuant to Chapter 20.26 POMC and RCW 36.70B. To achieve the design objectives of the Urban Village, the Developer requests flexibility from several City development standards. These departures are intended to support superior design principles, respond to site constraints, and enhance walkability.

The departures included in the Agreement are:

- Use of pervious surface alternatives where impervious coverage cannot remain under 80 percent.
- Allowance for parking in excess of minimum parking requirements.
- Authorization for porches and stairs to extend into the front-yard setback while maintaining a minimum two-foot setback from the lot line.
- Reduction of required façade-variation elements to a minimum of one.
- Permission to use board-and-batten siding on visible façades without the masonry element otherwise required.
- Reduced setbacks for detached garages and carriage units on constrained non-standard lots.

- Modified window-transparency requirements for commercial storefront and non-storefront commercial or mixed-use zones.

These departures remain subject to applicable State building codes, which control if any conflict arises.

In consideration for the design flexibility provided, the Developer agrees to complete the full design of the Parish Creek Augmentation Station, a water-system improvement identified in the City's adopted Water System Plan that will increase permitted pumping capacity at Well 11. Design work will begin once the City has secured all necessary easements and mapping for the augmentation route. Upon completion, the Developer will assign all design rights to the City. The parties also agree to negotiate an amendment to the 2022 Water Capital Facilities Charge Credit Agreement (C048-22) so that the Parish Creek Augmentation Station may qualify for credit, without requiring changes to unrelated portions of the 2022 agreement unless mutually agreed.

The application for the Development Agreement was submitted on September 18, 2025 and processed consistent with POMC 20.26 and state law. Public notice for this hearing was issued in accordance with POMC 20.25. The City's SEPA Responsible Official issued a Determination of Non-Significance on April 23, 2026, and the comment and appeal period concluded with no appeal filed.

Staff finds that the Development Agreement aligns with the City's goals for housing variety, neighborhood services, and infrastructure planning, and that the public benefit associated with the Parish Creek Augmentation Station design is proportional to the flexibility requested. Staff recommends that the City Council, following the public hearing, consider adoption of the ordinance approving the Development Agreement and authorizing the Mayor to execute it.

Relationship to Comprehensive Plan: 2 - Land Use
3 - Housing

Recommendation: Open and hold the public hearing.

Motion for Consideration: N/A

Has item been presented to Committee/Work Study? Yes
If so, which one: Work Study and Land Use Committee

Fiscal Impact: None foreseen.

Alternatives: N/A

Attachments:

1. McCormick North Development Agreement 2026(11188220.7) with Exhibits

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PORT ORCHARD AND McCORMICK
COMMUNITIES, LLC FOR THE DEVELOPMENT OF McCORMICK URBAN
VILLAGE**

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Port Orchard, a non-charter, optional code Washington municipal corporation, hereinafter the “**City**,” and McCormick Communities, LLC, a Washington limited liability company, hereinafter the “**Developer**” (individually, a “**Party**” and collectively, the “**Parties**”). The Parties hereby agree as follows:

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, Port Orchard adopted Chapter 20.26 of the Port Orchard Municipal Code (“POMC”) which establishes the standards and procedures for Development Agreements in Port Orchard; and

WHEREAS, Chapter 20.26 POMC is consistent with State law; and

WHEREAS, the Property previously had a development agreement which was approved on November 9, 2010 (Contract 068-10) for the development of the Property, however, that development agreement expired on November 9, 2025; and

WHEREAS, the Developer applied for a new Development Agreement on September 18, 2025 under Chapter 20.26 POMC and such Agreement has been processed consistently with the POMC and State law; and

WHEREAS, on June 7, 2022, the Developer submitted a complete application for a 153 lot subdivision for the Property LU22-Plat-Prelim-02 which vested the Property to the POMC on the date of submittal; and

WHEREAS, on April 8, 2025, the City Council approved Resolution 015-25 granting final plat to McCormick North Village Residential East, the final plat associated with LU22-Plat-Prelim-02; and

WHEREAS, this Development Agreement by and between the City of Port Orchard and the Developer (hereinafter the “Development Agreement”), relates to the development known as the McCormick Urban Village, which is located at: Feigley Road W and Yarrow St (Kitsap County Tax Parcel numbers for the Subject Property are attached to this Agreement as **Exhibit B**) (hereinafter the “**Subject Property**”); and

WHEREAS, the Subject Property is close to a future school site and close to public parks; and

WHEREAS, the Developer’s project will help to create a walkable neighborhood center near to schools and parks that includes middle housing and provides needed commercial services and amenities for densifying residential areas; and

WHEREAS, it is in the City’s and the public’s interest to facilitate the expedited development of the Developer’s Project in order to provide services and amenities for residents and to enable the creation of housing that is affordable for more individuals and families; and

WHEREAS, by increasing density with middle housing and developing commercial retail in the same area, the McCormick Urban Village will reduce vehicular traffic, and create a more walkable neighborhood center which will improve quality of life for residents located within and near the Subject Property; and

WHEREAS, in order to facilitate the project having superior design principles, some flexibility on applicable code provisions is appropriate and is off set by the public benefit of having a development with superior design; and

WHEREAS, as consideration to the City for the design flexibility described herein, McCormick agrees to begin design on the City’s Parish Creek Augmentation Station, a water system improvement identified in the City’s water system plan that will increase the city’s allowed pumping rates at Well 11; and

WHEREAS, the Parties agree to revisit the 2022 Water Capital Facilities Charge Credit Agreement (C048-22) to add the Parish Creek Augmentation Station project (a subset of CIP project #22 as identified in the City’s water system plan) to the agreement and to outline the terms of the credit as it relates to the design and construction of this project, pursuant to POMC 13.04.030, after the city secures all necessary easements and maps; and

WHEREAS, the Developer shall be under no obligation to amend other sections of the 2022 Water Capital Facilities Charge Credit Agreement unrelated to the addition of this one project, unless mutually agreed upon; and

WHEREAS, in consideration of the benefits conferred by this new Agreement, which reflect the current plans of both the City and the Owner, the Parties deem it in their best interests to enter into this Agreement; and

WHEREAS, the City Council held a public hearing on May 12, 2026 regarding this Agreement; and

WHEREAS, after a public hearing, by Ordinance No. [xxx], the City Council authorized the Mayor to sign this Agreement with the Owner.

AGREEMENT

Section 1. The Project. The Project is the development and use of the Property, consisting of 24 acres in the City of Port Orchard. The Project consists of the development of the McCormick Urban Village which is expected to be comprised of 378 middle housing units, 31,700 square feet of retail, and 230,000 square feet of additional infrastructure improvements (“**Project**”).

Section 2. Developer’s Property. The Project site is legally described and depicted in Exhibit “A” and is attached hereto and incorporated herein by this reference (“**Subject Property**” or “**Property**”).

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Ordinance” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200 and Chapter 20.26 POMC.

b) “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) “Council” means the duly elected legislative body governing the City of Port Orchard.

d) “Design Guidelines” means the design requirements contained in the Port Orchard Municipal Code.

e) “Director” means the City’s Community Development Director or Director of Planning and Building.

f) “Effective Date” means the effective date of the Adopting Ordinance.

g) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Port Orchard in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building design guidelines. Existing Land Use Regulation does not include non-land use regulations, which include taxes, impact fees, utility connection fees, storm water control regulations, and all construction codes (i.e., International Residential Code, International Building Code, Energy Code, etc.).

h) “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Subject Property.
- b) Exhibit B – List of Parcels of the Subject Property to which this Development Agreement applies.
- c) Exhibit C – Final Plat Map McCormick Woods Village East approved by Resolution No. 15-25.
- d) Exhibit D – Preliminary Plat Conceptual Map for McCormick LU24-Plat-Prelim-01.
- e) Exhibit E – Description and components for Parish Creek Augmentation Station

These exhibits are each attached to this Agreement and incorporated herein by this reference as if set forth in full.

Section 5. Parties to Development Agreement. The Parties to this Agreement are:

- a) The “City” is the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366.
- b) The “Developer” or “Property Owner” is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 805 Kirkland Ave., Suite 200, Kirkland, WA 98033-8150.

Section 6. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of

ten (10) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

Section 8. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer. Notwithstanding this Agreement, except as modified by this Agreement, the Developer is vested to the land use control ordinances in effect at the time of its application for the subdivisions under application number LU22-Plat-Prelim-02, LU24-Plat-Prelim-01, and the final plat approved via Resolution 15-25. Provided, however, that, consistent with state law, this Agreement does not vest the Developer to standards which are not considered “land use control ordinances.”

Section 9. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

Section 10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City’s code, and shall not require an amendment to this Agreement, provided however, that amendments to related plats shall be processed under Chapter 20.88 POMC.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Required Public Improvement Design.

a) Developer acknowledges and agrees that as a condition of granting this Agreement, that Developer will design the City’s Parish Creek Augmentation Station (“**Water System Improvement**”). The Water System Improvement is identified in the City’s water system plan and will increase the City’s allowed pumping rates at Well 11. The Water System Improvement shall be designed to City standards and meet the requirements set forth in **Exhibit E** which is attached hereto and incorporated herein by this reference.

b) Developer will commence design only after city has secured the necessary easements

and mapping of the augmentation route and location.

c) Once Developer has completed design of the Water System Improvement, Developer shall assign all rights to the design to the City. All design costs will be eligible for a credit pursuant to POMC 13.04.030 under a future agreement between the Parties as described in “d” below.

d) The Parties entered into a prior agreement for water facility improvements in 2022. That agreement was titled the Water Capital Facilities Charge Credit Agreement (C048-22) (“**Water Credit Agreement**”). The Parish Creek Augmentation Station project is not included in the Water Credit Agreement. The Parties agree to negotiate in good faith to amend the Water Credit Agreement to provide credit for the design and possible construction of the Water Improvements set forth in this Agreement.

Section 13. Existing Fees and Charges.

Reserved.

Section 14. Design Flexibility; Departures Granted. The City grants the following design departures for this Development Project:

a) **Lot Coverage (single family, Fourplex, Courtyard Apartments) (POMC 20.34.030).** The following pervious solutions listed below shall be acceptable when impervious percentage is not possible to remain under 80%. These departures are only granted to the extent that the improvements meet ADA compliance.

1. Pervious Concrete
2. Porous Asphalt
3. Permeable Interlocking Concrete Pavers (PICP)

b) **Parking (excess stalls) (POMC 20.38.270; POMC 20.124.100; POMC 20.124.150).** Parking stalls on private property in excess of the minimum development code requirements are exempt from POMC 20.124.100 and 20.124.150 but must be concrete, asphalt, paver tile surface, or other similar paving.

c) **Porch Standards (POMC 20.122.060).** Porches & stairs can extend into the front yard setback, provided at least 2 feet is maintained from the lot line, and no more than 20% of buildings in any one contiguous streetscape is less than 3’ from Right of Way, provided, however, this departure shall not relieve the builder from any requirements of the building code. If there is a conflict between the building code and this Agreement, the building code shall prevail.

d) **Façade Variation (POMC 20.139.035.(3)(a).iii.B).** The minimum alternative elements to meet different façade elevations variation shall be 1.

e) **Siding Materials (POMC 20.139.040.1.b).** Board-and-batten siding without masonry permitted on façades observable from any street or public space.

f) **Detached Garages and Carriage Units (POMC 20.38.230).** Detached garages

and carriage units are permissible along the frontage on non-standard lots constrained by critical areas or other limitations. The detached garage and carriage unit façade shall have a reduced side street and primary set back of 2' to allow the necessary separation from the critical areas.

g) **Transparency (Windows) (POMC 20.32.130 and 20.32.140).** Thirty percent (30%) minimum transparency in Commercial Storefront Zones and twenty percent (20%) minimum transparency for nonresidential zones, commercial zones that are not in Commercial Storefront Zones, and second stories in all zones.

Section 15. Default.

a) Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

b) After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Port Orchard Municipal Code for violations of this Development Agreement and the Code.

Section 16. Termination. This Agreement shall expire and/or terminate as provided below:

a) This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

b) This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement and submits applications for development of the Property that are inconsistent with such permits and approvals.

c) This Agreement shall terminate upon the expiration of the term identified in Section 7, which expiration date is [INSERT DATE] or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and

effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

d) Termination and Modification. Upon termination, any further development of the property shall conform to the development regulations applicable to the property at the time of permit application. The Developer understands that under POMC 20.25.020(7), the City is prohibited from modifying this development agreement by extending the termination date. The Developer further understands that any request for a modification shall be consistent with the city's development regulations applicable to the property at the time of the request, not the original execution date of this Development Agreement.

Section 17. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 18. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the then existing planning and zoning laws).

Section 19. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement with a sale of the underlying property. The Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 20. Binding on Successors; Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 21. Amendment to Agreement; Effect of Agreement on Future Actions. Modifications to this Agreement shall be in writing, signed by the duly authorized representatives

of the parties, be consistent with chapter 20.26 POMC, and, where considered substantive as determined by the director, follow the same procedures set forth in chapter 20.26 POMC. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

Section 22. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 23. Notices. Notices, demands, and correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 24. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 25. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Kitsap County Superior Court or the U.S. District Court for Western Washington.

Section 26. No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not create any rights enforceable by any party who is not a party to this Agreement.

Section 27. City's right to breach. The parties agree that the City may, without incurring any liability, engage in action that would otherwise be a breach if the City makes a determination on the record that the action is necessary to avoid a serious threat to public health and safety, or if the action is required by federal or state law.

Section 28. Developer's Compliance. The City's duties under the agreement are expressly conditioned upon the Developer's or Property Owner's substantial compliance with each and every term, condition, provision and/or covenant in this Agreement, including all applicable federal, state, and local laws and regulations and the Developer's/Property Owner's obligations as identified in any approval or project permit for the property identified in this Agreement.

Section 29. Limitation on City's Liability for Breach. Any breach of this Agreement by the City shall give right only to damages under state contract law and shall not give rise to any liability under Chapter 64.40 RCW, the Fifth and Fourteenth Amendments to the U.S. Constitution, or similar state constitutional provisions.

Section 30. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer. In such event, Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 31. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof.

Section 32. Recording. This Agreement shall be recorded against the Subject Property with the real property records of the Kitsap County Auditor. During the term of the Agreement, it is binding upon the owners of the property and any successors in interest to such property.

Section 33. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

McCORMICK COMMUNITIES, LLC:

CITY OF PORT ORCHARD

By _____

By _____

Its _____

Robert Putaanssu
Its Mayor

ATTEST:

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Patrick Schneider
Attorney for McCormick Communities

Jennifer Robertson
City Attorney's Office

NOTARY BLOCK FOR McCORMICK COMMUNITIES, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of **McCormick Communities, LLC**, a Washington limited liability company, to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: _____, 2026.

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at: _

My Commission expires: _____

Mar 23, 2026

CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

EXHIBIT A

LEGAL DESCRIPTION OF PERIMETER OF AFFECTED PROPERTIES

ALL LOTS AND TRACTS OF MCCORMICK WOODS VILLAGE EAST, ACCORDING TO THE PLAT RECORDED IN VOLUME 37 OF PLATS, PAGE(S) 43-53, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH LOTS 1 AND 3, CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP 01), RECORDED IN VOLUME 24 OF SHORT PLATS, PAGE 152 THROUGH 153, UNDER AUDITOR'S FILE NO. 202208230176, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., RECORDS OF KITSAP COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF PORT ORCHARD FOR SW BELLEVUE WAY, AS DESCRIBED IN RIGHT OF WAY DEDICATION DEED RECORDED UNDER AUDITOR'S FILE NO. 202504230029.

ALL SITUATE IN KITSAP COUNTY, WASHINGTON.

Mar 23, 2026

CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

EXHIBIT B

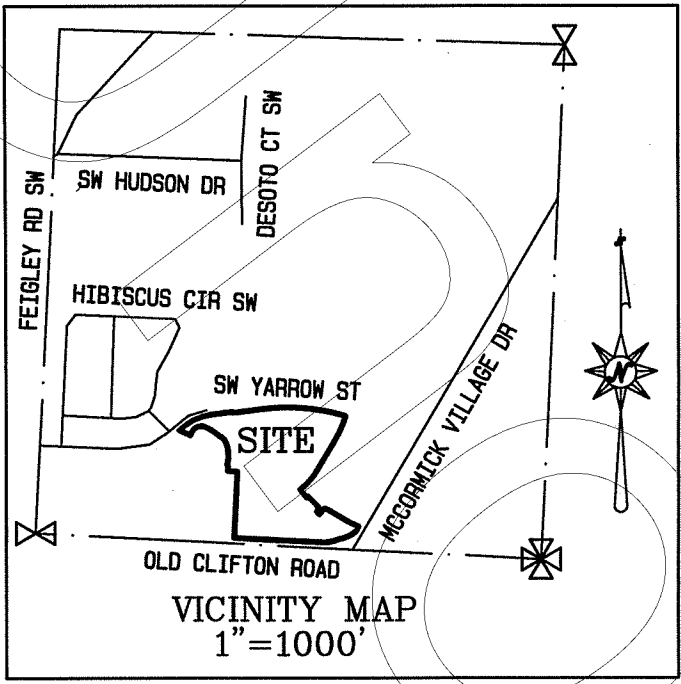
List of Parcels

Parcel Number	Lot Designation	Parcel Number	Lot Designation
5735-000-001-0000	1	5735-000-042-0001	42
5735-000-002-0009	2	5735-000-043-0000	43
5735-000-003-0008	3	5735-000-044-0009	44
5735-000-004-0007	4	5735-000-045-0008	45
5735-000-005-0006	5	5735-000-046-0007	46
5735-000-006-0005	6	5735-000-047-0006	47
5735-000-007-0004	7	5735-000-048-0005	48
5735-000-008-0003	8	5735-000-049-0004	49
5735-000-009-0002	9	5735-000-050-0000	50
5735-000-010-0009	10	5735-000-051-0009	51
5735-000-011-0008	11	5735-000-052-0008	52
5735-000-012-0007	12	5735-000-053-0007	53
5735-000-013-0006	13	5735-000-054-0006	54
5735-000-014-0005	14	5735-000-055-0005	55
5735-000-015-0004	15	5735-000-056-0004	56
5735-000-016-0003	16	5735-000-057-0003	57
5735-000-017-0002	17	5735-000-058-0002	58
5735-000-018-0001	18	5735-000-059-0001	59
5735-000-019-0000	19	5735-000-060-0008	60
5735-000-020-0007	20	5735-000-061-0007	61
5735-000-021-0006	21	5735-000-062-0006	62
5735-000-022-0005	22	5735-000-063-0005	63
5735-000-023-0004	23	5735-000-064-0004	64
5735-000-024-0003	24	5735-000-065-0003	65
5735-000-025-0002	25	5735-000-066-0002	66
5735-000-026-0001	26	5735-000-067-0001	67
5735-000-027-0000	27	5735-000-079-0007	Tract A
5735-000-028-0009	28	5735-000-069-0009	Tract B
5735-000-029-0008	29	5735-000-070-0006	Tract C
5735-000-030-0005	30	5735-000-071-0005	Tract D
5735-000-031-0004	31	5735-000-072-0004	Tract E
5735-000-032-0003	32	5735-000-073-0003	Tract F
5735-000-033-0002	33	5735-000-074-0002	Tract G
5735-000-034-0001	34	5735-000-080-0004	Tract H
5735-000-035-0000	35	5735-000-075-0001	Tract I
5735-000-036-0009	36	5735-000-076-0000	Tract J
5735-000-037-0008	37	5735-000-077-0009	Tract W
5735-000-038-0007	38	5735-000-078-0008	Tract X
5735-000-039-0006	39	5695-000-084-0404	Wetlands
5735-000-040-0003	40	5695-000-084-0107	Resi West
5735-000-041-0002	41		

Exhibit C

MCCORMICK WOODS VILLAGE EAST

A PORTION OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC. 05, TWP. 23N., RNG. 1E. W.M. CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN THE FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN THEREON AND USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON. THE UNDERSIGNED OWNERS HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. THIS SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

THE BREMERTON WATER AND PORT ORCHARD SEWER UTILITIES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS, SHOWN HEREON, ARE TO BE DEDICATED TO THE CITY OF BREMERTON AND CITY OF PORT ORCHARD, RESPECTIVELY.

THE STORM CONVEYANCE SYSTEM LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS, SHOWN HEREON, ARE TO BE DEDICATED TO THE CITY OF PORT ORCHARD.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 7th DAY OF April, 2025.

MCCORMICK VILLAGES LLC,
A WASHINGTON CORPORATION

[Signature]

BY: JAMES N. TESTI

ITS: Authorized Signatory

APPROVAL

CITY ENGINEER

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY/SHORT PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES. EXAMINED AND APPROVED

BY ME THIS 8th DAY OF April, 2025.

[Signature]
CITY ENGINEER

CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD THIS

8th DAY OF April, 2025.

ATTEST:
[Signature]
CITY CLERK

[Signature]
MAYOR

CITY FINANCE DIRECTOR

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

EXECUTED THIS 15th DAY OF April, 2025.

[Signature]
FINANCE DIRECTOR

AUDITOR'S CERTIFICATE

FILED AT THE REQUEST OF STEPHEN H WOODS, PLS, THIS 23rd DAY OF April, 2025, AND RECORDED IN VOLUME 37 OF PLATS, PAGE(S) 043-053 RECORDS OF KITSAP COUNTY, WASHINGTON.

[Signature] by *[Signature]*
KITSAP COUNTY AUDITOR
FEE: \$432.00

COUNTY TREASURER

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAS BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR 2025.

EXECUTED THIS 23rd DAY OF April, 2025.

[Signature] by *[Signature]*
COUNTY TREASURER

Parcel # 5695-000-084-0206

COMMUNITY DEVELOPMENT DIRECTOR

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE TOWN/CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES. EXAMINED AND APPROVED

THIS 15th DAY OF April, 2025.

[Signature] *[Signature]*
COMMUNITY DEVELOPMENT DIRECTOR DATE

LAND SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MCCORMICK DEVELOPMENT CORP., A WASHINGTON CORPORATION, IN SEPTEMBER, 2025. I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK WOODS VILLAGE EAST PLAT, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; ALL MONUMENTS AND LOT CORNERS ARE SET OR BONDED WITH THE CITY AND WILL BE SET PRIOR TO RELEASE OF THE BOND; THAT THIS PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

[Signature] 4/2/25
STEPHEN H. WOODS, P.L.S. 38965 DATE

Job No. 21-198

LEGAL DESCRIPTION:

LOT 2, CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP-01), RECORDED IN VOLUME 24 OF SHORT PLATS, PAGE 152 THROUGH 153, UNDER AUDITOR'S FILE NO. 202208230176, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., RECORDS OF KITSAP COUNTY, WASHINGTON.

BASIS OF BEARING:

ALL BEARINGS AND DISTANCES FROM CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP-01), RECORDED IN VOLUME 24 OF SHORT PLATS, PAGE 152 THROUGH 153, UNDER AUDITOR'S FILE NO. 202208230176, RECORDS OF KITSAP COUNTY, WASHINGTON.

SURVEYOR'S NOTES:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
- 2) UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.
- 3) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED OCTOBER 08, 2024, THE DATE OF THIS FIELD SURVEY.
- 4) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, 5TH AMENDED GUARANTEE NUMBER 5003353-0003619E, DATED JANUARY 30, 2025. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- 5) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.
- 6) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE LOT 2, CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP-01) INTO 67 LOTS AND 13 TRACTS.

TRACT NOTES:

- 1) TRACT A IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC, FOR THE BENEFIT OF LOTS 16, 17, 18 AND 19.
- 2) TRACT B IS A FUTURE DEVELOPMENT TRACT FOR RECREATION OPEN SPACE, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 3) TRACT C IS AN OPEN SPACE AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 4) TRACT D IS AN OPEN SPACE, PARKING AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 5) TRACT E IS AN OPEN SPACE AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 6) TRACT F IS AN ACCESS AND PARKING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 7) TRACT G IS AN OPEN SPACE AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 8) TRACT H IS AN ACCESS AND PARKING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 9) TRACT I IS A FUTURE DEVELOPMENT TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 10) TRACT J IS A STORM AND OPENSACE TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 11) TRACT K IS AN ACCESS AND PARKING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 12) TRACT L IS A WETLAND BUFFER TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 13) TRACT X IS A FUTURE RIGHT-OF-WAY TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.

UTILITY EASEMENT:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO CASCADE NATURAL GAS, ANY WATER COMPANY, US POSTAL SERVICE, QWEST COMMUNICATIONS COMPANY, PUGET SOUND ENERGY, INC., ANY CABLE TELEPHONE COMPANY, ANY CITY, KITSAP COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING, BUT NOT LIMITED TO, PRIVATE ROOF DRAINS) AND OTHER UTILITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON ALL THE UTILITY EASEMENTS AS SHOWN ON THE FACE OF THIS PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THERETO, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION BY EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED.

SHEET INDEX:

- SHEET 1: ACKNOWLEDGEMENTS, APPROVALS, SIGNATURE BLOCKS DEDICATION, SURVEYOR'S NOTES, TITLE REPORT ITEM NOTES, AND BASIS OF BEARING, LEGAL DESCRIPTIONS, SURVEYOR'S CERTIFICATE AND UTILITY EASEMENT NOTE.
- SHEET 2: INDEX MAP AND LOT ADDRESSES
- SHEET 3: SURVEY CONTROL SKETCH AND DETAIL "A"
- SHEET 4: PLAT MAP.
- SHEET 5: PLAT MAP.
- SHEET 6: PLAT MAP.
- SHEET 7: PLAT MAP.
- SHEET 8: EASEMENTS LAYOUT.
- SHEET 9: EASEMENT DETAILS.
- SHEET 10: EASEMENT DETAILS.
- SHEET 11: EASEMENT DETAILS.

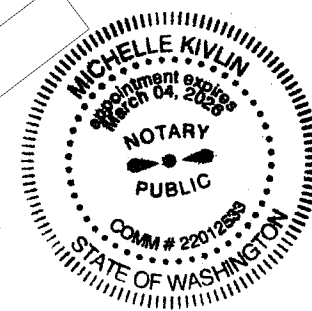
ACKNOWLEDGEMENTS:

STATE OF WASHINGTON)
COUNTY OF Pierce) SS

ON THIS 7th DAY OF April, 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED James N. Testi TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE Authorized Signatory OF MCCORMICK VILLAGES LLC, A WASHINGTON CORPORATION, THE COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING IN FOX ISLAND
MY COMMISSION EXPIRES: March 4, 2026
Michelle Kivlin / Michelle Kivlin
PRINT NOTARY NAME

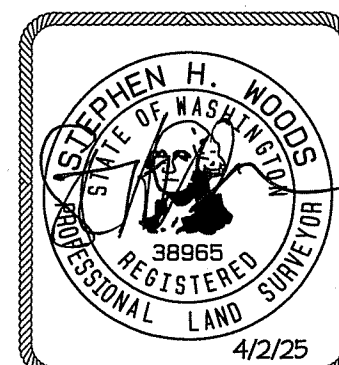
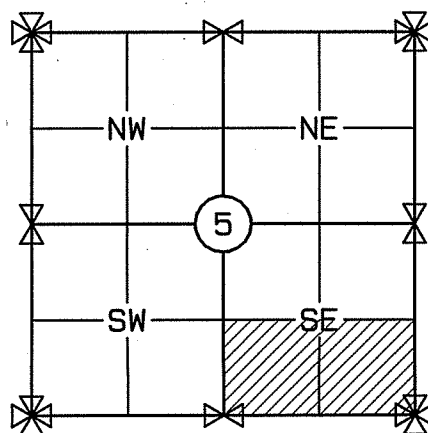


TITLE REPORT ITEM NOTES:

- 1) DELETED BY TITLE COMPANY.
- 2) ITEM CONCERNING AN ACCESS EASEMENT RECORDED UNDER RECORDING NO. 3043944. MODIFICATION AND PARTIAL TERMINATION RECORDED UNDER RECORDING NO. 200504280244. PARTIAL RELEASE OF SAID EASEMENT RECORDED UNDER RECORDING NO. 200510310347. REMAIN OF EASEMENT IS IN PUBLIC RIGHT-OF-WAY. NOT SHOWN HEREON.
- 3) DELETED BY TITLE COMPANY.
- 4) ITEM CONCERNING A DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NO. 201012210340. NON-SURVEY RELATED.
- 5) ITEM CONCERNING AN ASSIGNMENT OF AGREEMENTS, EASEMENTS, COVENANTS AND RECORDED INTERESTS IN PROPERTY, RECORDED UNDER RECORDING NO. 201512310228. NON-SURVEY RELATED.
- 6) ITEM CONCERNING A DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NO. 202102190203. AMENDMENT AND MODIFICATION RECORDED UNDER RECORDING NO. 202403080017. NON-SURVEY RELATED.
- 7) ITEM CONCERNING A DECLARATION OF COVENANT ASSOCIATED WITH PERFORMANCE OF SITE STABILIZATION AND EROSION AND SEDIMENTATION CONTROL, RECORDED UNDER RECORDING NO. 202104120199. NON-SURVEY RELATED.
- 8-9) TITLE COMPANY CONCERNS. NON-SURVEY RELATED.
- 10) ITEM CONCERNING A DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NO. 202210050135. NON-SURVEY RELATED.
- 11) ITEM CONCERNING A DEED OF TRUST RECORDED UNDER RECORDING NO. 202407290138. NON-SURVEY RELATED.
- 12) ITEM CONCERNING AN ASSIGNMENTS OF LEASES AND/OR RENTS RECORDED UNDER RECORDING NO. 202407290139. NON-SURVEY RELATED.
- 13) ITEM CONCERNING FISCAL RESPONSIBILITY IN THE PROPERTY. NON-SURVEY RELATED.

PLAT NOTE:

- 1) ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.
- 2) IF ANY PORTION OF PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION TRANSFERS OWNERSHIP SO THAT MORE THAN ONE OWNER CONTROLS LAND WITHIN THE SUBDIVISION, CC&RS SHALL BE CREATED AND RECORDED.



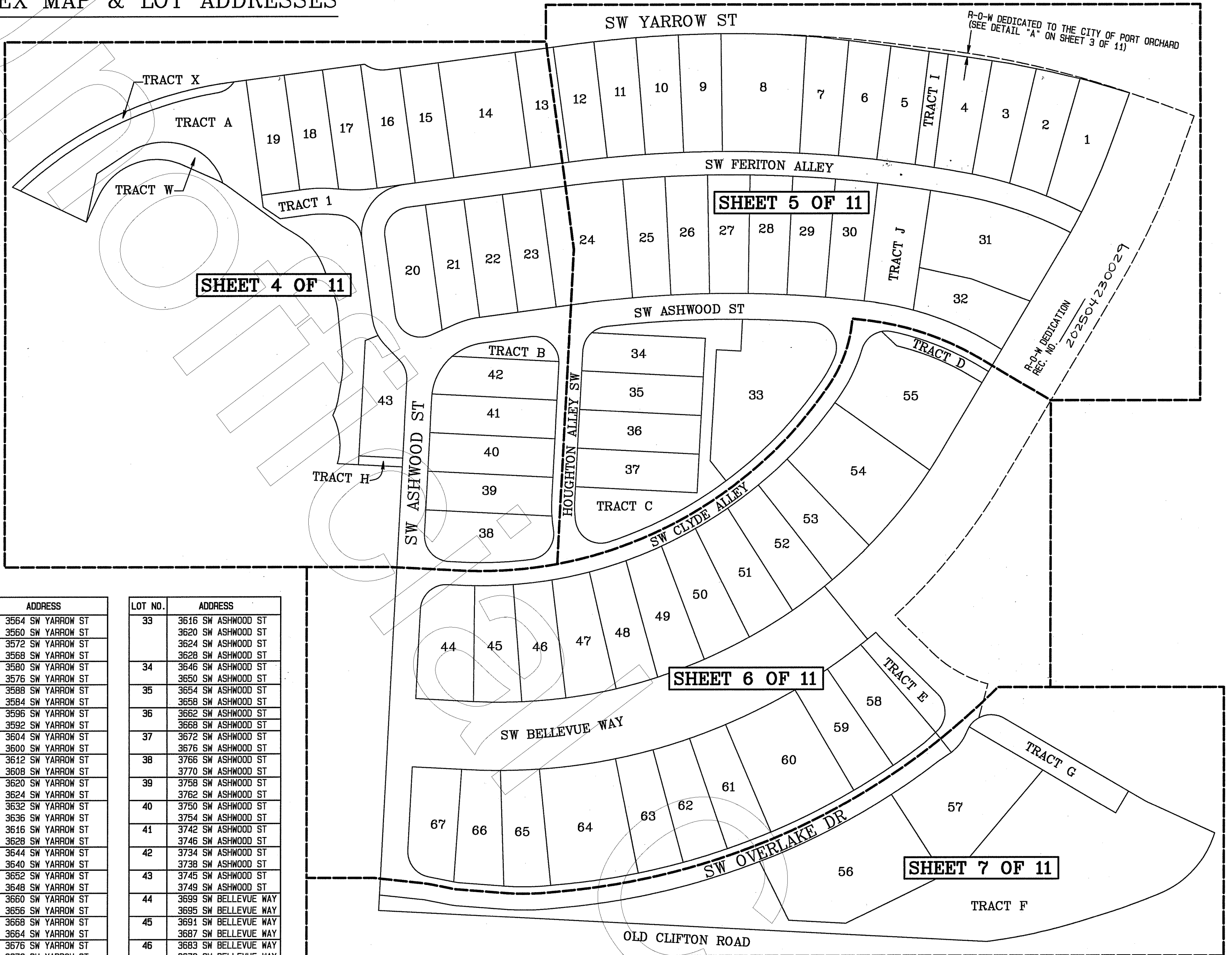
CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS-SURVEYORS LAND PLANNERS
4706 97th Street NW, Suite #100, Big Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourplc.com

SHEET 1 OF 11

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McCORMICK WOODS VILLAGE EAST

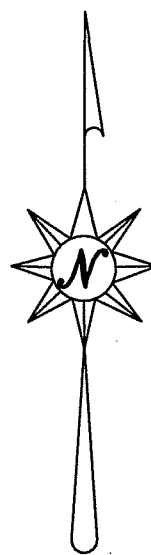
INDEX MAP & LOT ADDRESSES



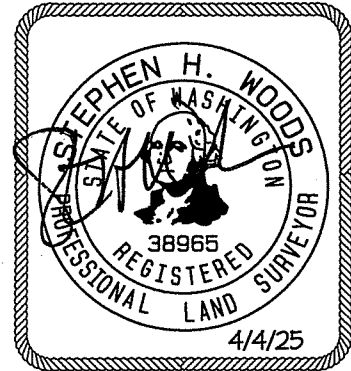
LOT NO.	ADDRESS
1	3564 SW YARROW ST
	3560 SW YARROW ST
2	3572 SW YARROW ST
	3568 SW YARROW ST
3	3580 SW YARROW ST
	3576 SW YARROW ST
4	3588 SW YARROW ST
	3584 SW YARROW ST
5	3596 SW YARROW ST
	3592 SW YARROW ST
6	3604 SW YARROW ST
	3600 SW YARROW ST
7	3612 SW YARROW ST
	3608 SW YARROW ST
8	3620 SW YARROW ST
	3624 SW YARROW ST
	3632 SW YARROW ST
	3636 SW YARROW ST
	3644 SW YARROW ST
	3640 SW YARROW ST
9	3644 SW YARROW ST
	3640 SW YARROW ST
10	3652 SW YARROW ST
	3648 SW YARROW ST
11	3660 SW YARROW ST
	3656 SW YARROW ST
12	3668 SW YARROW ST
	3664 SW YARROW ST
13	3676 SW YARROW ST
	3672 SW YARROW ST
14	3684 SW YARROW ST
	3688 SW YARROW ST
	3696 SW YARROW ST
	3700 SW YARROW ST
	3680 SW YARROW ST
	3692 SW YARROW ST
15	3708 SW YARROW ST
	3704 SW YARROW ST
16	3716 SW YARROW ST
	3712 SW YARROW ST
17	3724 SW YARROW ST
	3720 SW YARROW ST
18	3732 SW YARROW ST
	3728 SW YARROW ST
19	3740 SW YARROW ST
	3736 SW YARROW ST
20	3729 SW ASHWOOD ST
	3733 SW ASHWOOD ST
21	3721 SW ASHWOOD ST
	3725 SW ASHWOOD ST
22	3713 SW ASHWOOD ST
	3717 SW ASHWOOD ST
23	3705 SW ASHWOOD ST
	3709 SW ASHWOOD ST
24	3693 SW ASHWOOD ST
	3697 SW ASHWOOD ST
	3681 SW ASHWOOD ST
	3685 SW ASHWOOD ST
	3701 SW ASHWOOD ST
	3689 SW ASHWOOD ST
25	3643 SW ASHWOOD ST
	3647 SW ASHWOOD ST
26	3639 SW ASHWOOD ST
	3641 SW ASHWOOD ST
27	3633 SW ASHWOOD ST
	3637 SW ASHWOOD ST
28	3629 SW ASHWOOD ST
	3631 SW ASHWOOD ST
29	3609 SW ASHWOOD ST
	3613 SW ASHWOOD ST
30	3601 SW ASHWOOD ST
	3605 SW ASHWOOD ST
31	3551 SW BELLEVUE WAY
	3547 SW BELLEVUE WAY
	3563 SW BELLEVUE WAY
	3559 SW BELLEVUE WAY
	3543 SW BELLEVUE WAY
	3555 SW BELLEVUE WAY
32	3571 SW BELLEVUE WAY
	3567 SW BELLEVUE WAY
33	3608 SW ASHWOOD ST
	3612 SW ASHWOOD ST

LOT NO.	ADDRESS
33	3616 SW ASHWOOD ST
	3620 SW ASHWOOD ST
	3624 SW ASHWOOD ST
	3628 SW ASHWOOD ST
34	3646 SW ASHWOOD ST
	3650 SW ASHWOOD ST
35	3654 SW ASHWOOD ST
	3658 SW ASHWOOD ST
36	3662 SW ASHWOOD ST
	3666 SW ASHWOOD ST
37	3672 SW ASHWOOD ST
	3676 SW ASHWOOD ST
38	3766 SW ASHWOOD ST
	3770 SW ASHWOOD ST
39	3758 SW ASHWOOD ST
	3762 SW ASHWOOD ST
40	3750 SW ASHWOOD ST
	3754 SW ASHWOOD ST
41	3742 SW ASHWOOD ST
	3746 SW ASHWOOD ST
42	3734 SW ASHWOOD ST
	3738 SW ASHWOOD ST
43	3745 SW ASHWOOD ST
	3749 SW ASHWOOD ST
44	3699 SW BELLEVUE WAY
	3695 SW BELLEVUE WAY
45	3691 SW BELLEVUE WAY
	3687 SW BELLEVUE WAY
46	3683 SW BELLEVUE WAY
	3679 SW BELLEVUE WAY
47	3675 SW BELLEVUE WAY
	3671 SW BELLEVUE WAY
48	3667 SW BELLEVUE WAY
	3663 SW BELLEVUE WAY
49	3659 SW BELLEVUE WAY
	3655 SW BELLEVUE WAY
50	3651 SW BELLEVUE WAY
	3647 SW BELLEVUE WAY
51	3643 SW BELLEVUE WAY
	3639 SW BELLEVUE WAY
52	3635 SW BELLEVUE WAY
	3631 SW BELLEVUE WAY
53	3627 SW BELLEVUE WAY
	3623 SW BELLEVUE WAY
54	3619 SW BELLEVUE WAY
	3615 SW BELLEVUE WAY
	3607 SW BELLEVUE WAY
	3603 SW BELLEVUE WAY
	3611 SW BELLEVUE WAY
	3599 SW BELLEVUE WAY
55	3595 SW BELLEVUE WAY
	3591 SW BELLEVUE WAY
	3583 SW BELLEVUE WAY
	3579 SW BELLEVUE WAY
	3587 SW BELLEVUE WAY
	3575 SW BELLEVUE WAY
56	3626 SW OVERLAKE DR
	3630 SW OVERLAKE DR
	3634 SW OVERLAKE DR
	3638 SW OVERLAKE DR
	3642 SW OVERLAKE DR
	3646 SW OVERLAKE DR
57	3602 SW OVERLAKE DR
	3606 SW OVERLAKE DR
	3610 SW OVERLAKE DR
	3614 SW OVERLAKE DR
	3620 SW OVERLAKE DR
58	3596 SW BELLEVUE WAY
	3592 SW BELLEVUE WAY
59	3604 SW BELLEVUE WAY
	3600 SW BELLEVUE WAY
60	3612 SW BELLEVUE WAY
	3616 SW BELLEVUE WAY
	3624 SW BELLEVUE WAY
	3628 SW BELLEVUE WAY
	3608 SW BELLEVUE WAY
	3620 SW BELLEVUE WAY
61	3636 SW BELLEVUE WAY
	3632 SW BELLEVUE WAY
62	3644 SW BELLEVUE WAY
	3640 SW BELLEVUE WAY
63	3652 SW BELLEVUE WAY

LOT NO.	ADDRESS
63	3648 SW BELLEVUE WAY
64	3660 SW BELLEVUE WAY
	3664 SW BELLEVUE WAY
	3672 SW BELLEVUE WAY
	3676 SW BELLEVUE WAY
	3686 SW BELLEVUE WAY
65	3682 SW BELLEVUE WAY
	3678 SW BELLEVUE WAY
66	3690 SW BELLEVUE WAY
	3686 SW BELLEVUE WAY
67	3698 SW BELLEVUE WAY
	3694 SW BELLEVUE WAY



0 60 120
SCALE:
1" = 60'



Job No. 21-198

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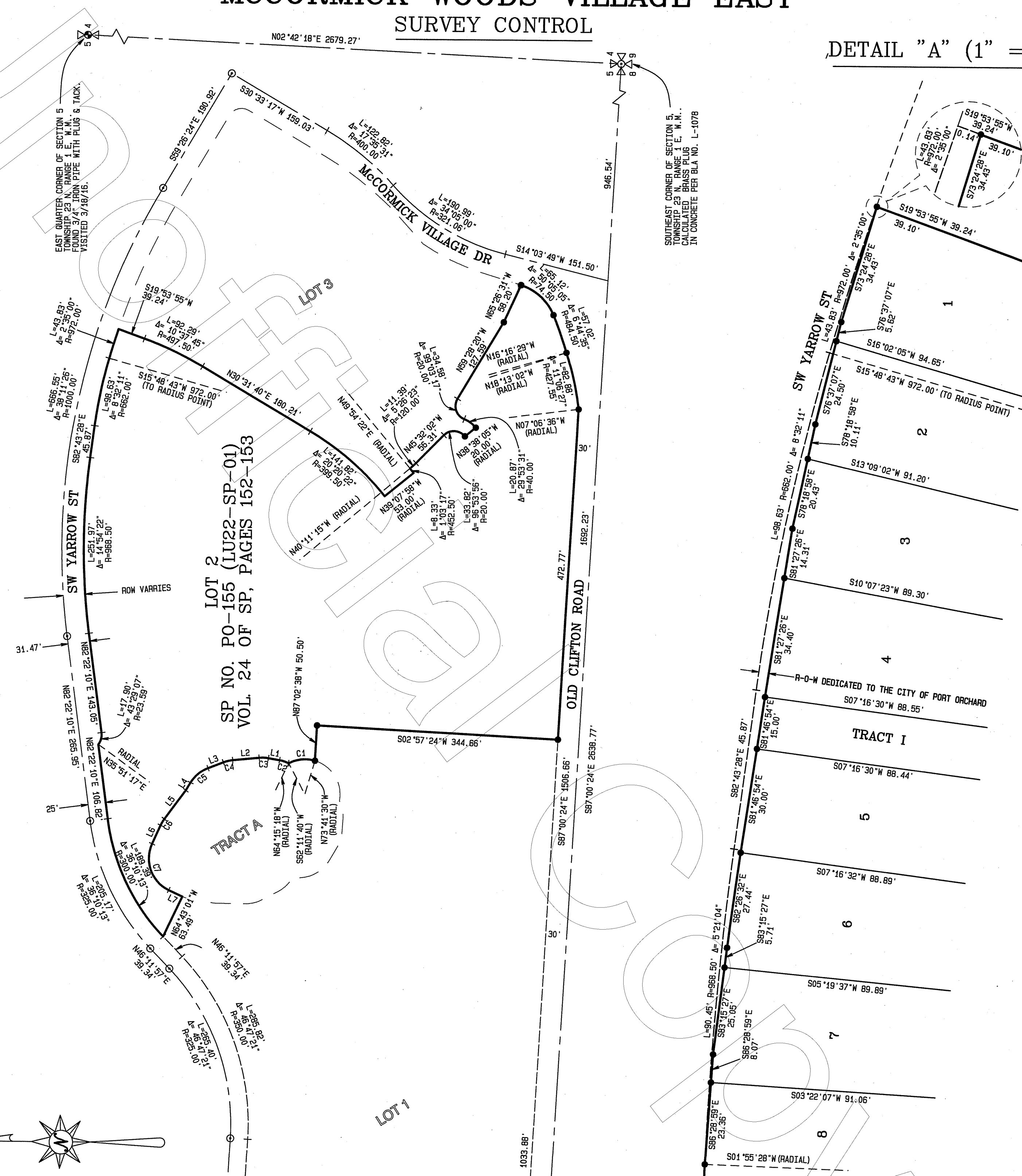
SHEET 2 OF 11

V:037 P:044

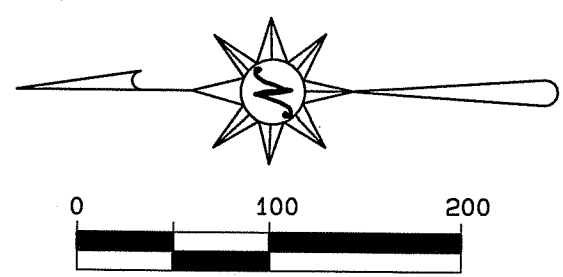
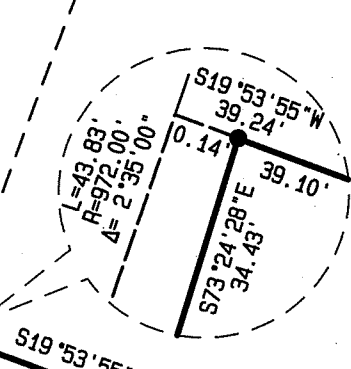
McCORMICK WOODS VILLAGE EAST

SURVEY CONTROL

DETAIL "A" (1" = 20')



SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 23 N., RANGE 1 E., M.M.M., CALCULATED BRASS PLUG IN CONCRETE PER B.L.A. NO. L-1078



SCALE:
1" = 100'

LEGEND:
 ● = FOUND MONUMENT AS NOTED
 ○ = CALCULATED MONUMENT POSITION

SITE AREA:
 363832 SQ FT
 (8.352 ACRES)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N09°45'57"E	16.29'
L2	N05°39'35"W	38.26'
L3	N21°13'42"W	23.13'
L4	N58°56'07"W	12.93'
L5	N53°49'14"W	51.12'
L6	N65°51'16"W	29.13'
L7	S25°08'21"W	21.73'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	38.50'	44°06'50"	50.00'
C2	13.94'	15°58'45"	50.00'
C3	13.46'	15°25'32"	50.00'
C4	13.59'	15°34'07"	50.00'
C5	32.91'	37°42'25"	50.00'
C6	10.50'	12°02'05"	50.00'
C7	77.67'	89°00'23"	50.00'

SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 23 N., RANGE 1 E., M.M.M., FOUND 4" BRASS DISK WITH PUNCH, VISITED 3-18-16



Job No. 21-198

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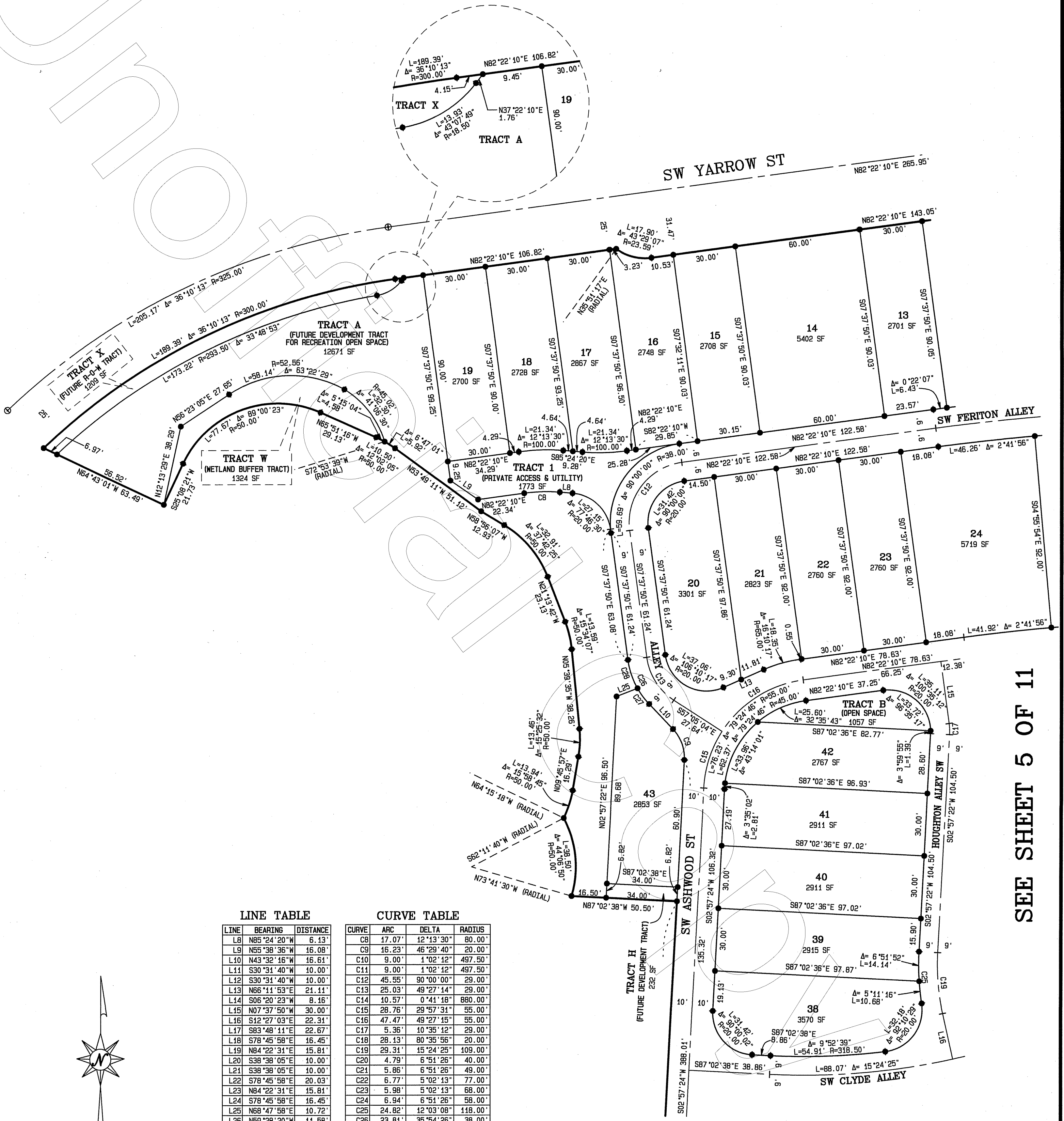
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SHEET 3 OF 11

Sho:d L30:V

McCORMICK WOODS VILLAGE EAST

202504230046 04/23/2025 10:52:13 AM Page 4 of 11



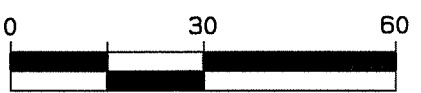
LINE TABLE

LINE	BEARING	DISTANCE
L8	N85°24'20"W	6.13'
L9	N55°38'36"W	16.08'
L10	N43°32'16"W	16.61'
L11	S30°31'40"W	10.00'
L12	S30°31'40"W	10.00'
L13	N66°11'53"E	21.11'
L14	S06°20'23"W	8.16'
L15	N07°37'50"W	30.00'
L16	S12°27'03"E	22.31'
L17	S83°48'11"E	22.67'
L18	S78°45'58"E	16.45'
L19	N84°22'31"E	15.81'
L20	S38°38'05"E	10.00'
L21	S38°38'05"E	10.00'
L22	S78°45'58"E	20.03'
L23	N84°22'31"E	15.81'
L24	S78°45'58"E	16.45'
L25	N68°47'58"E	10.72'
L26	N59°28'20"W	11.58'
L27	N59°28'20"W	11.58'
L28	N59°28'20"W	11.58'
L29	S30°31'40"W	10.00'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C8	17.07'	12°13'30"	80.00'
C9	16.23'	46°29'40"	20.00'
C10	9.00'	1°02'12"	497.50'
C11	9.00'	1°02'12"	497.50'
C12	45.55'	90°00'00"	29.00'
C13	25.03'	49°27'14"	29.00'
C14	10.57'	0°41'18"	880.00'
C15	28.76'	29°57'31"	55.00'
C16	47.47'	49°27'15"	55.00'
C17	5.36'	10°35'12"	29.00'
C18	28.13'	80°35'56"	20.00'
C19	29.31'	15°24'25"	109.00'
C20	4.79'	6°51'26"	40.00'
C21	5.86'	6°51'26"	49.00'
C22	6.77'	5°02'13"	77.00'
C23	5.98'	5°02'13"	68.00'
C24	6.94'	6°51'26"	58.00'
C25	24.82'	12°03'08"	118.00'
C26	23.81'	35°54'26"	38.00'
C27	9.38'	14°08'34"	38.00'
C28	14.43'	21°45'52"	38.00'
C29	20.87'	29°53'31"	40.00'
C30	3.66'	10°29'13"	20.00'

910:0 p 130:1



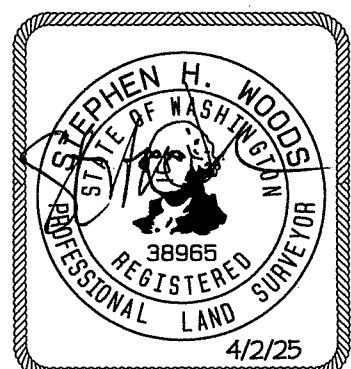
SCALE:
1" = 30'

LEGEND:

- = FOUND MONUMENT AS NOTED
- = CALCULATED MONUMENT POSITION
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.

SEE SHEET 5 OF 11

Job No. 21-198



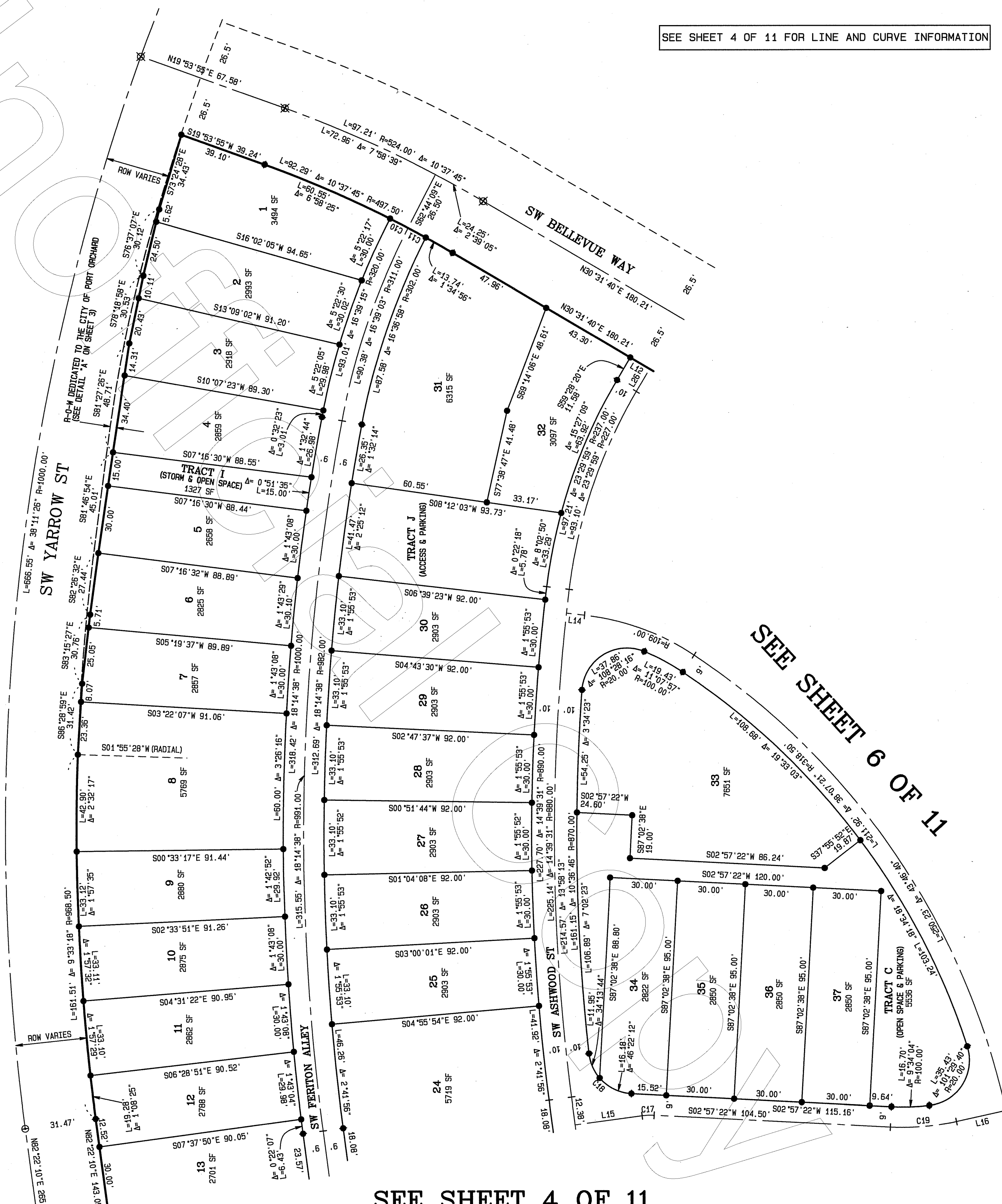
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SHEET 4 OF 11

VOLUME/PAGE

McCORMICK WOODS VILLAGE EAST

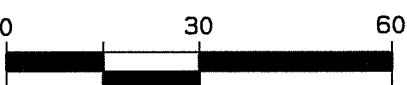
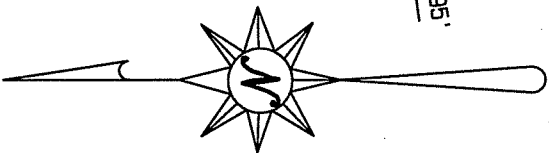
SEE SHEET 4 OF 11 FOR LINE AND CURVE INFORMATION



SEE SHEET 6 OF 11

SEE SHEET 4 OF 11

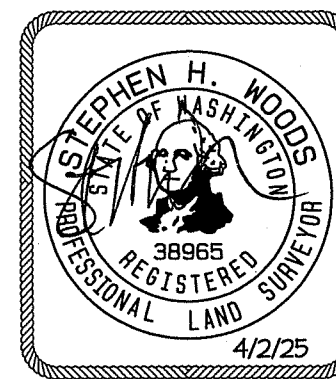
LHO:d LEO:N



SCALE:
1" = 30'

LEGEND:

- = FOUND MONUMENT AS NOTED
- = CALCULATED MONUMENT POSITION
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
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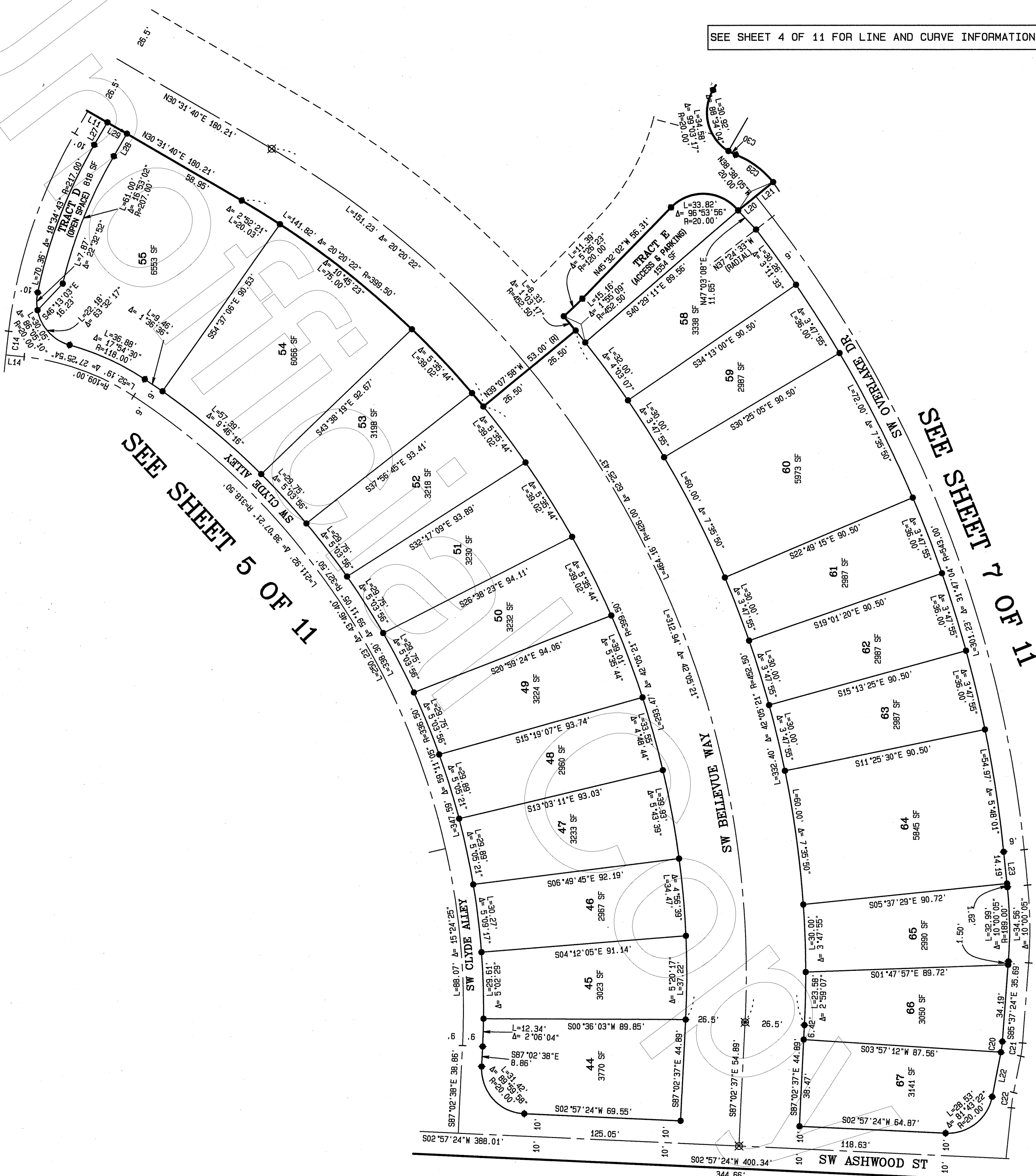
SHEET 5 OF 11

Job No. 21-198

VOLUME/PAGE

McCORMICK WOODS VILLAGE EAST

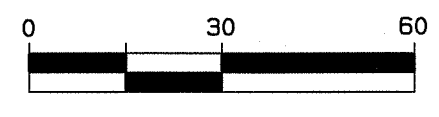
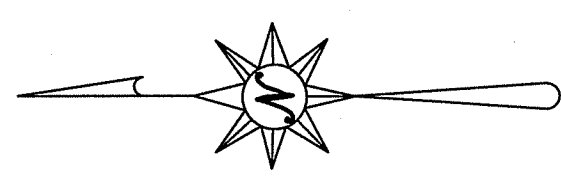
SEE SHEET 4 OF 11 FOR LINE AND CURVE INFORMATION



SEE SHEET 5 OF 11

SEE SHEET 7 OF 11

8:04B 1:30:1



SCALE:
1" = 30'

- LEGEND:**
- = FOUND MONUMENT AS NOTED
 - = CALCULATED MONUMENT POSITION
 - = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
 - ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.



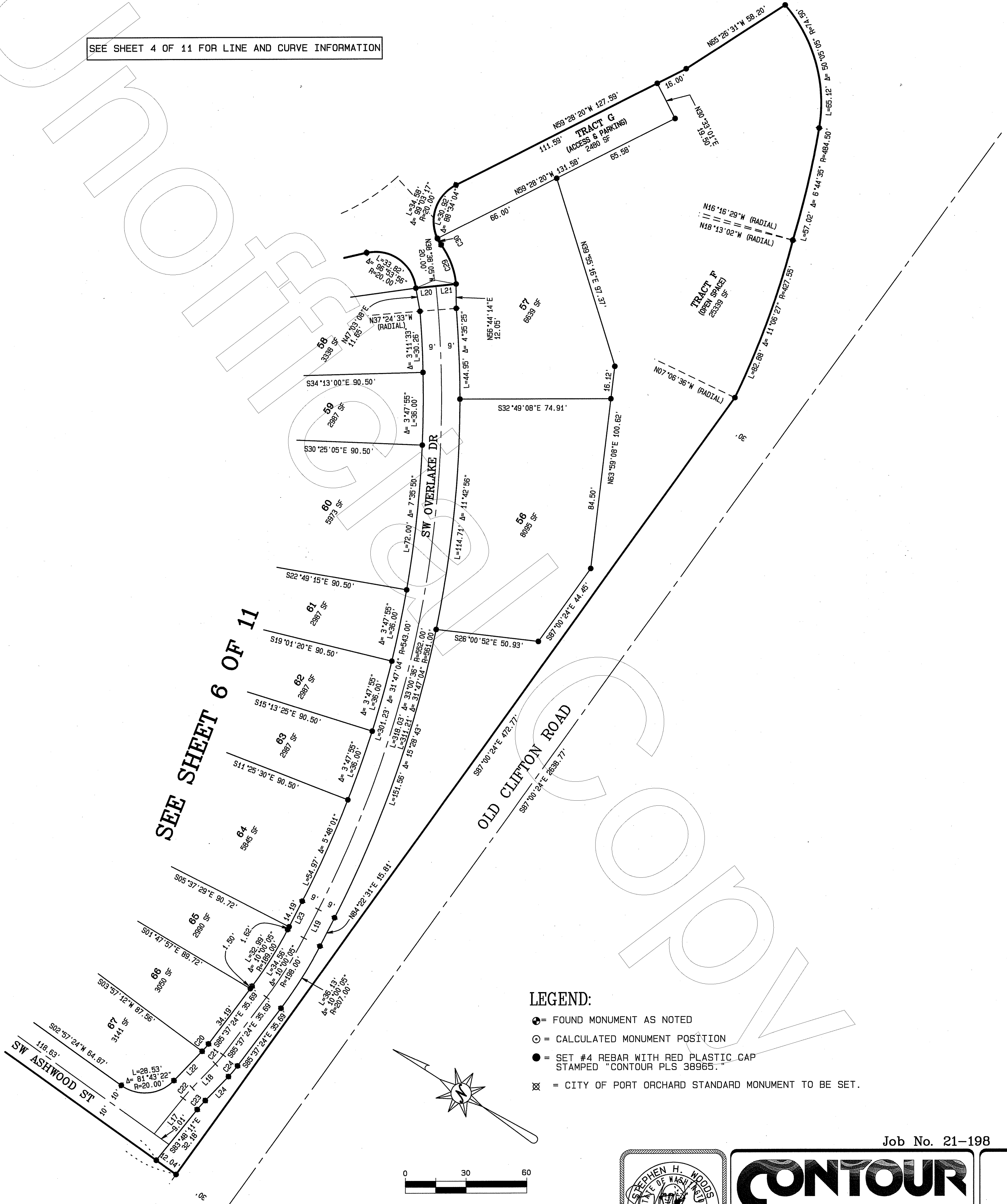
Job No. 21-198

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SHEET 6 OF 11

McCORMICK WOODS VILLAGE EAST

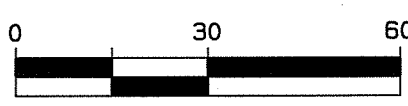
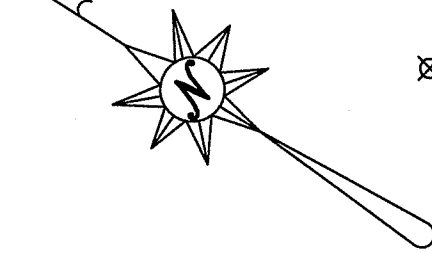
SEE SHEET 4 OF 11 FOR LINE AND CURVE INFORMATION



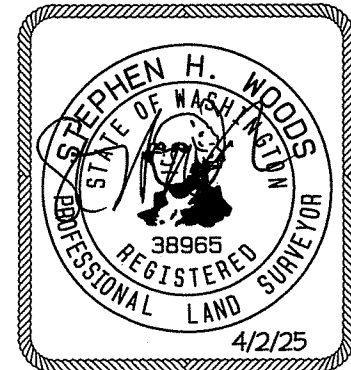
SEE SHEET 6 OF 11

LEGEND:

- = FOUND MONUMENT AS NOTED
- ⊙ = CALCULATED MONUMENT POSITION
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.



SCALE:
1" = 30'



Job No. 21-198

CONTOUR

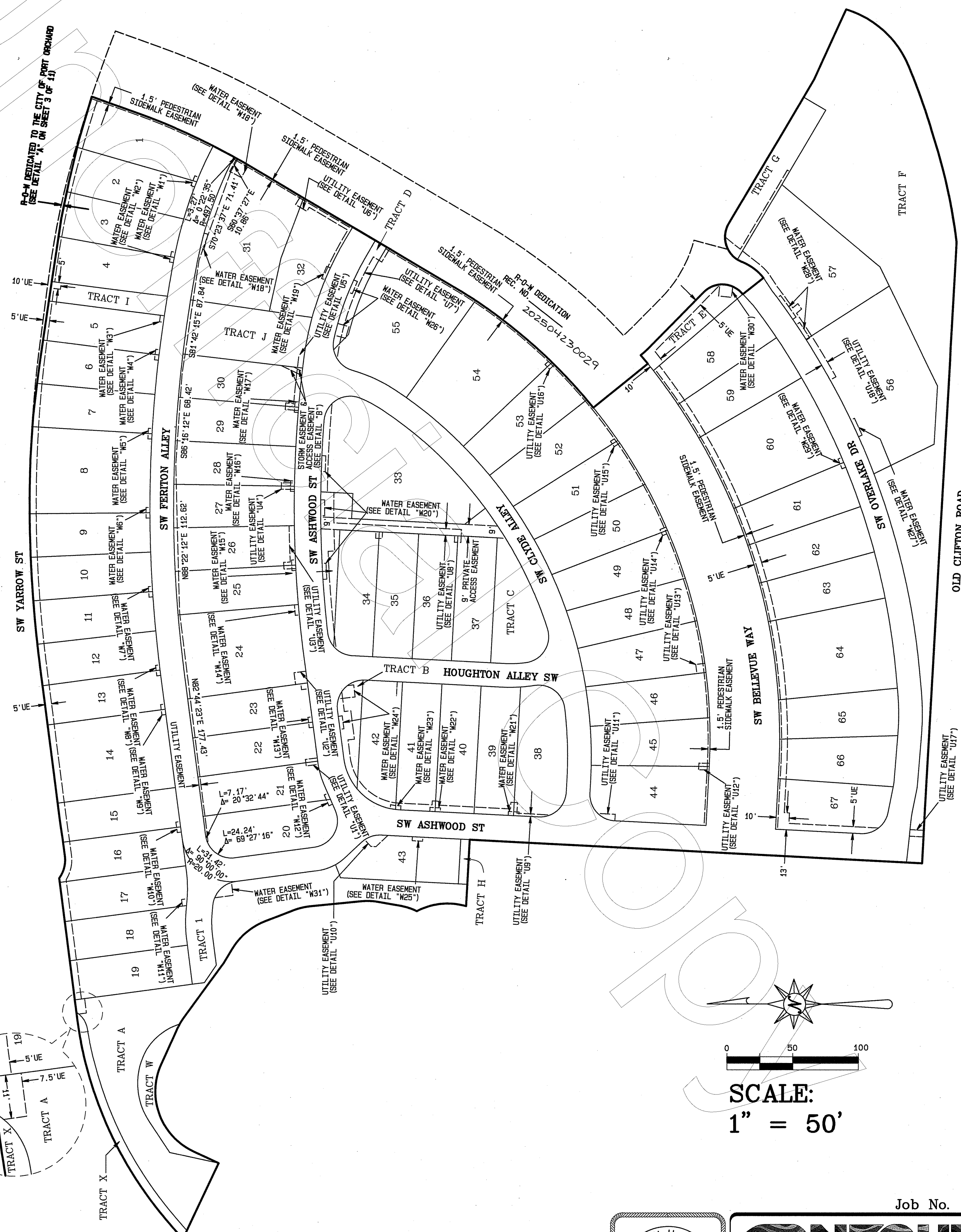
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SHEET 7 OF 11

V:031 P:049

McCORMICK WOODS VILLAGE EAST

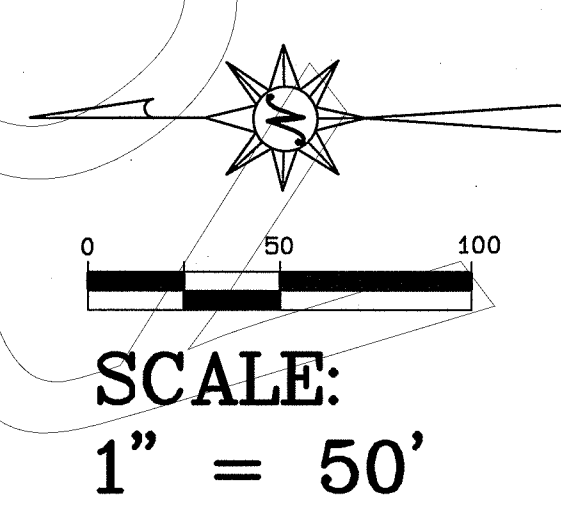
EASEMENT LAYOUT



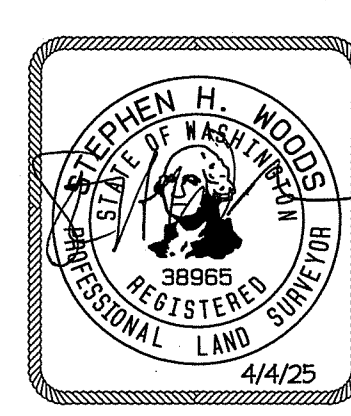
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LEGEND:
UE = UTILITY EASEMENT

SEE EASEMENT DETAILS ON SHEETS 9, 10 AND 11 OF 11



Job No. 21-198



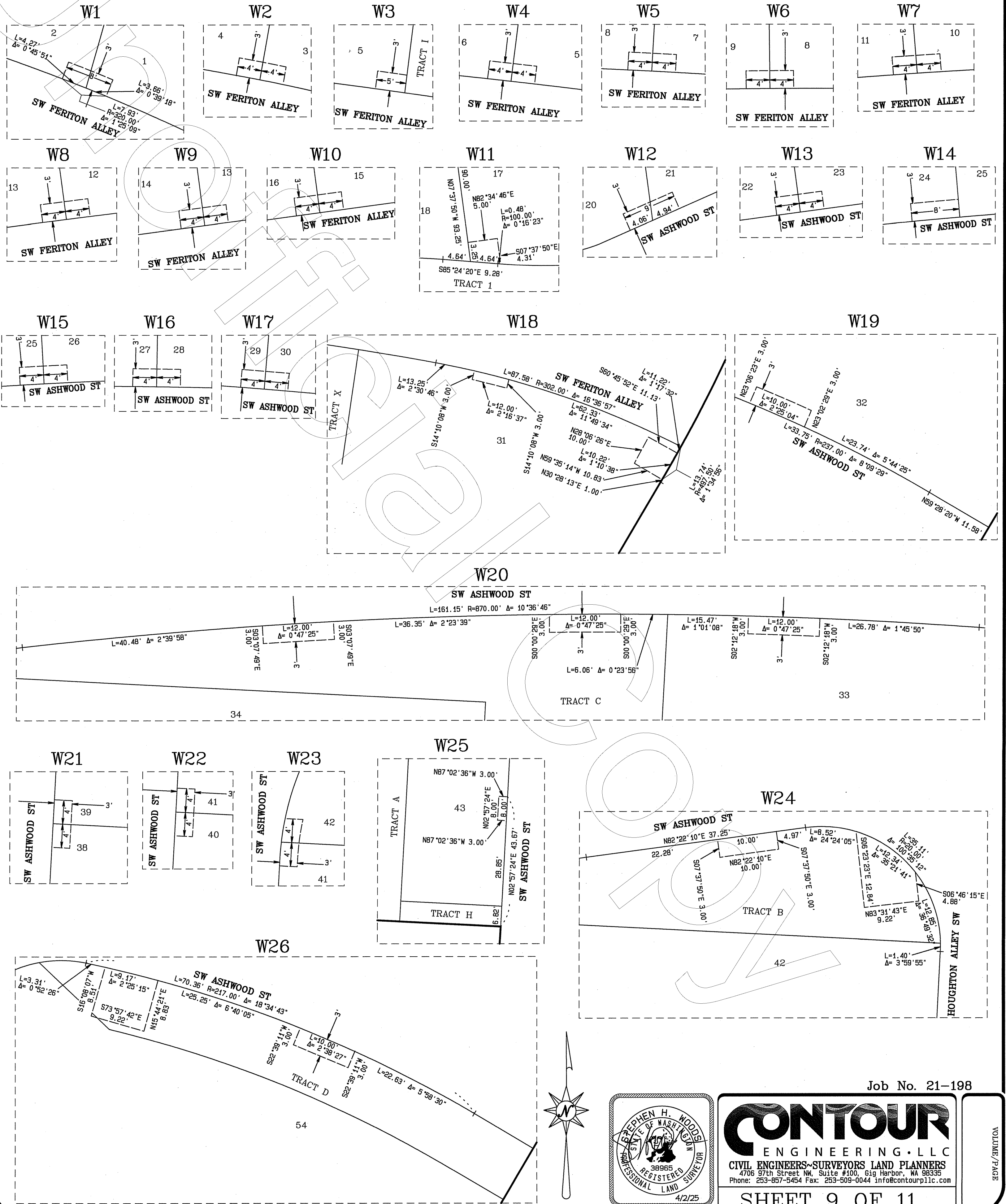
CONTOUR
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SHEET 8 OF 11

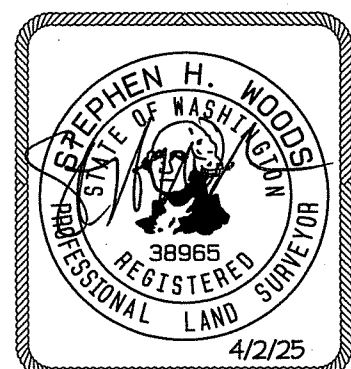
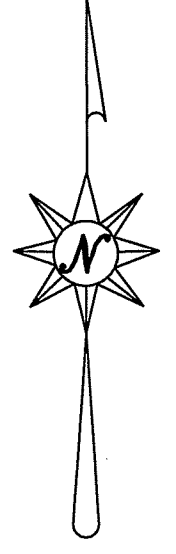
VOLUME/PAGE

McCORMICK WOODS VILLAGE EAST

EASEMENT DETAILS



V:037 P:051



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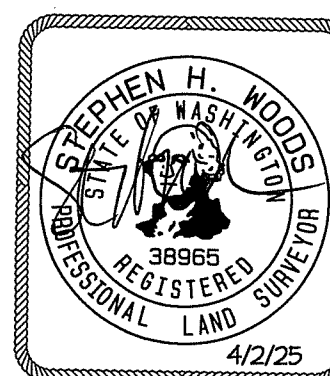
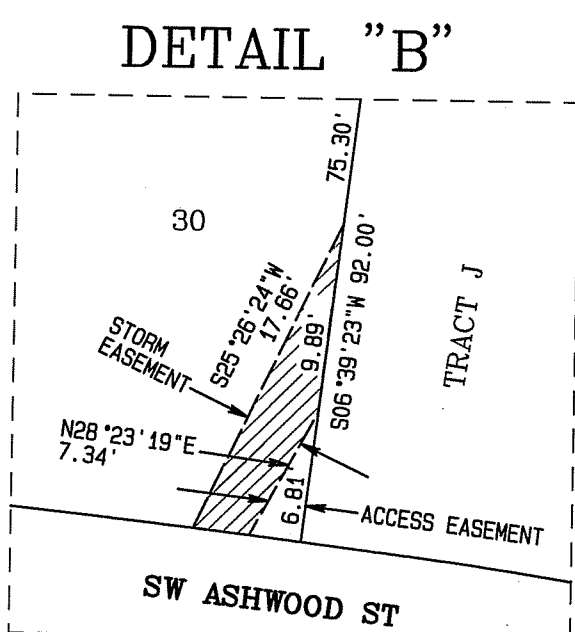
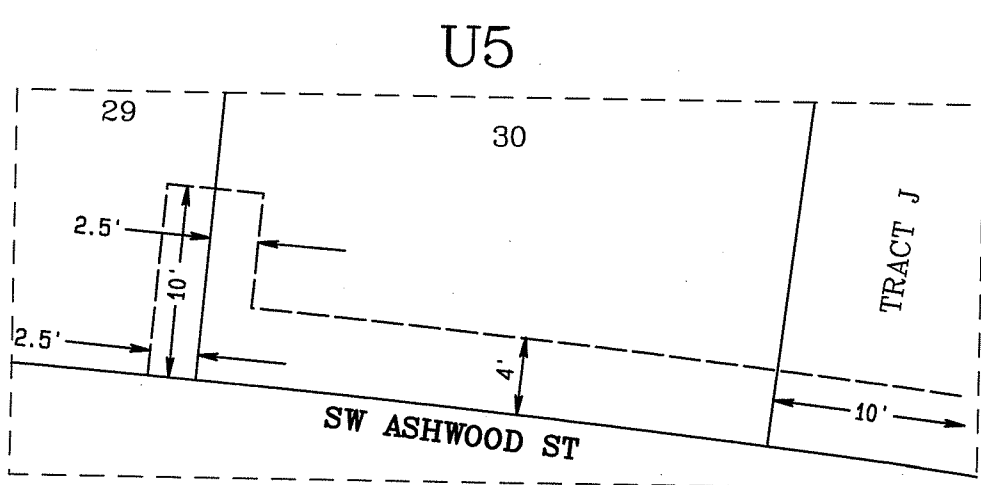
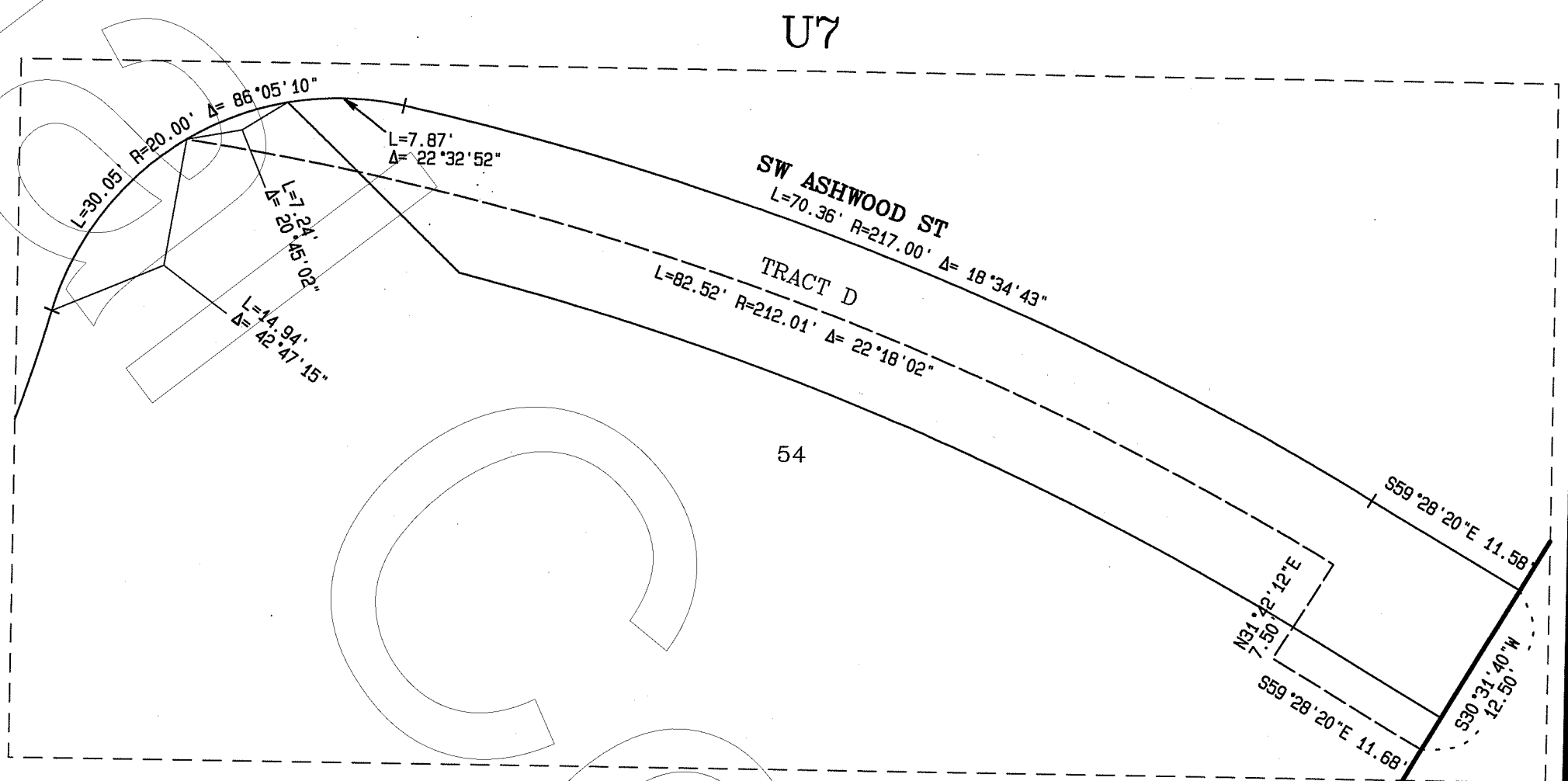
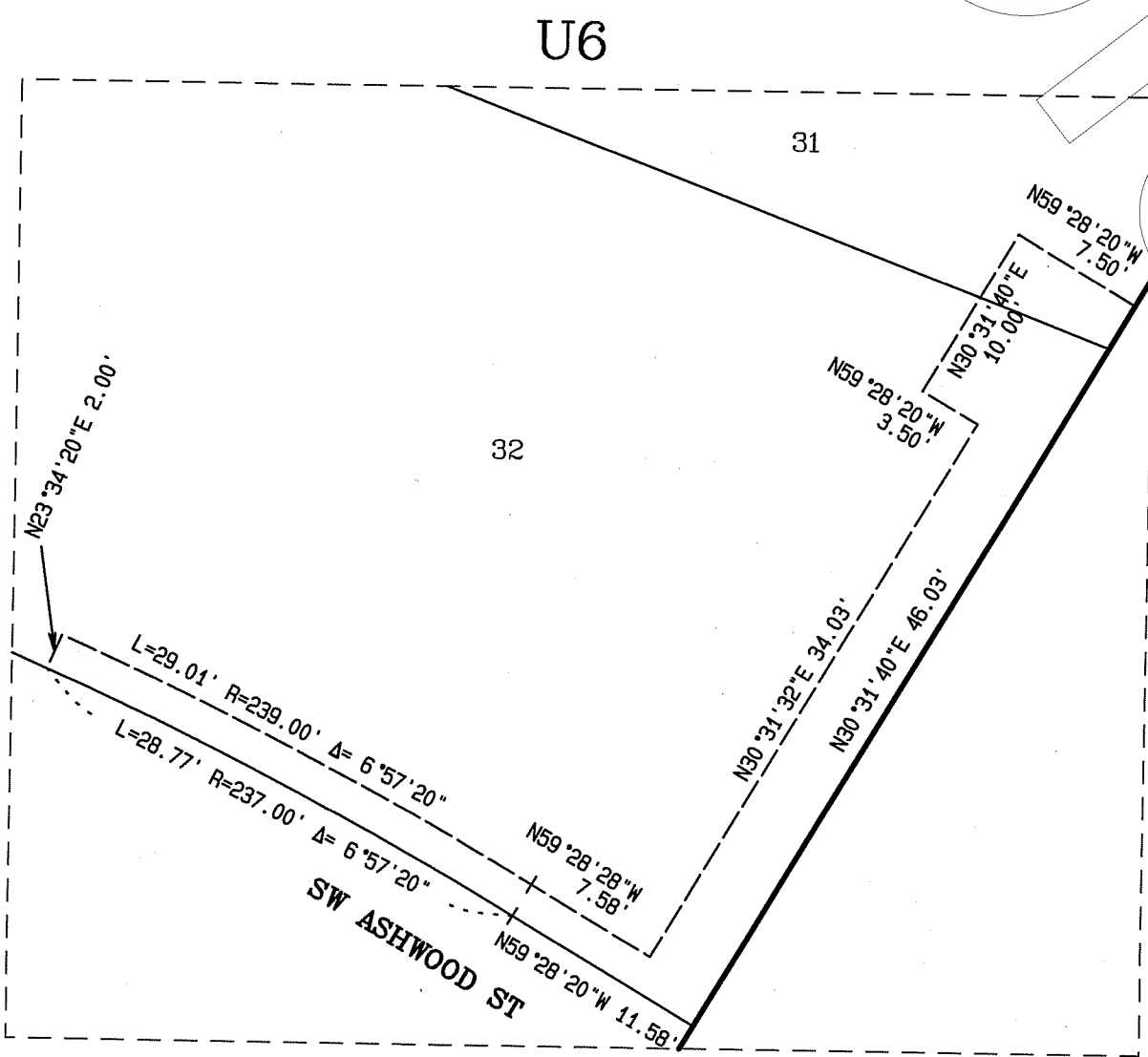
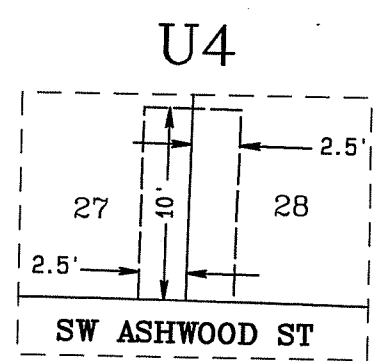
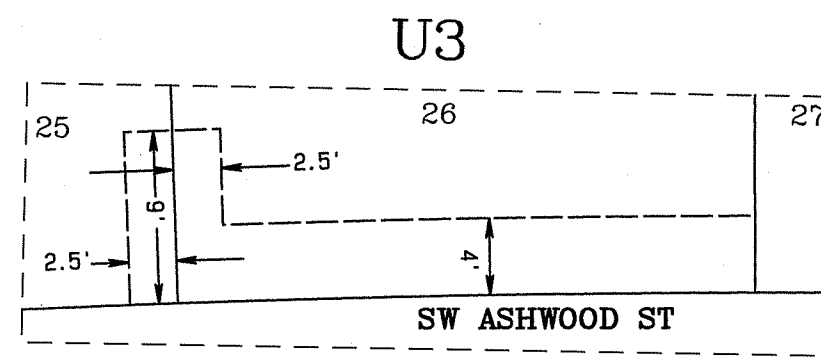
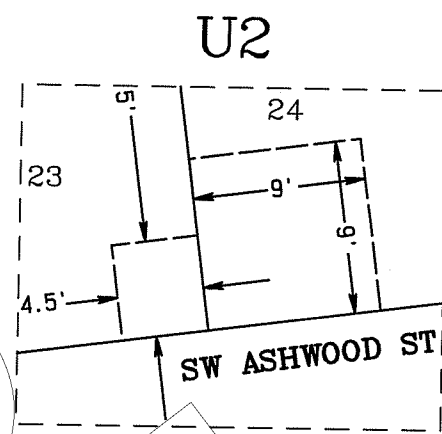
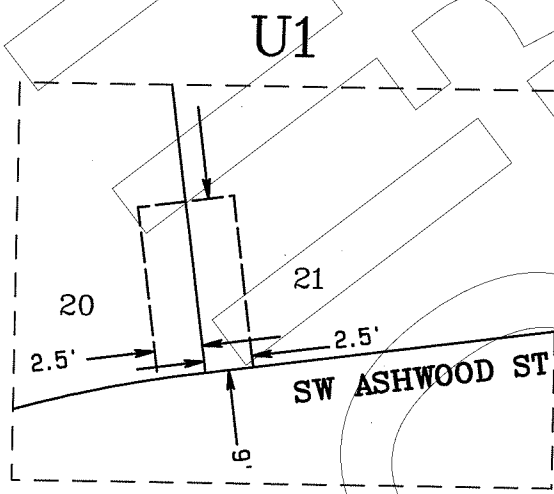
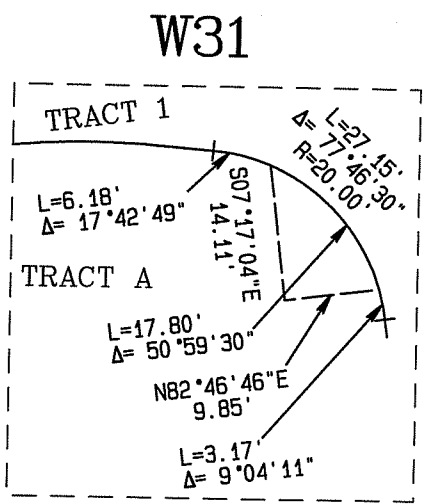
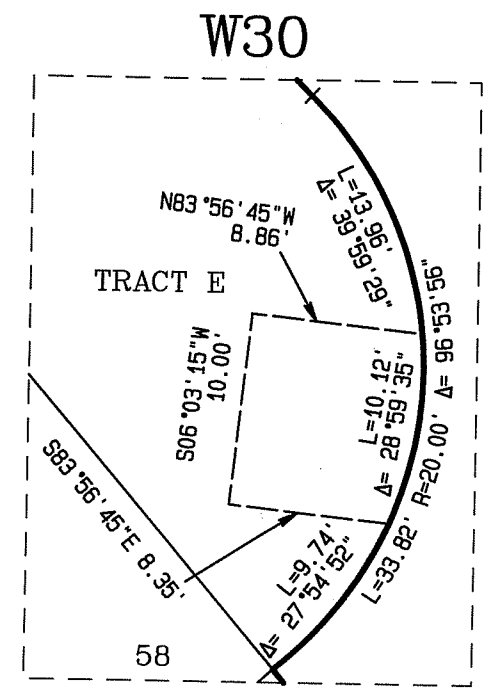
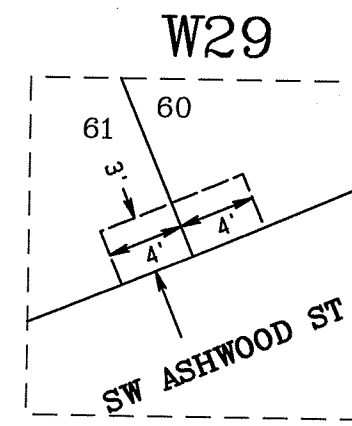
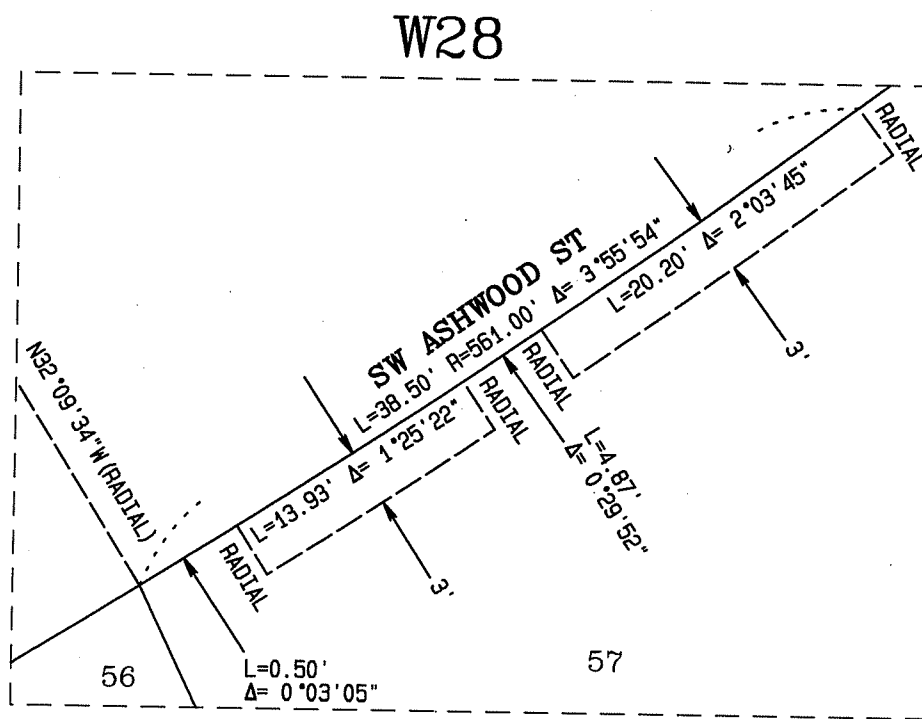
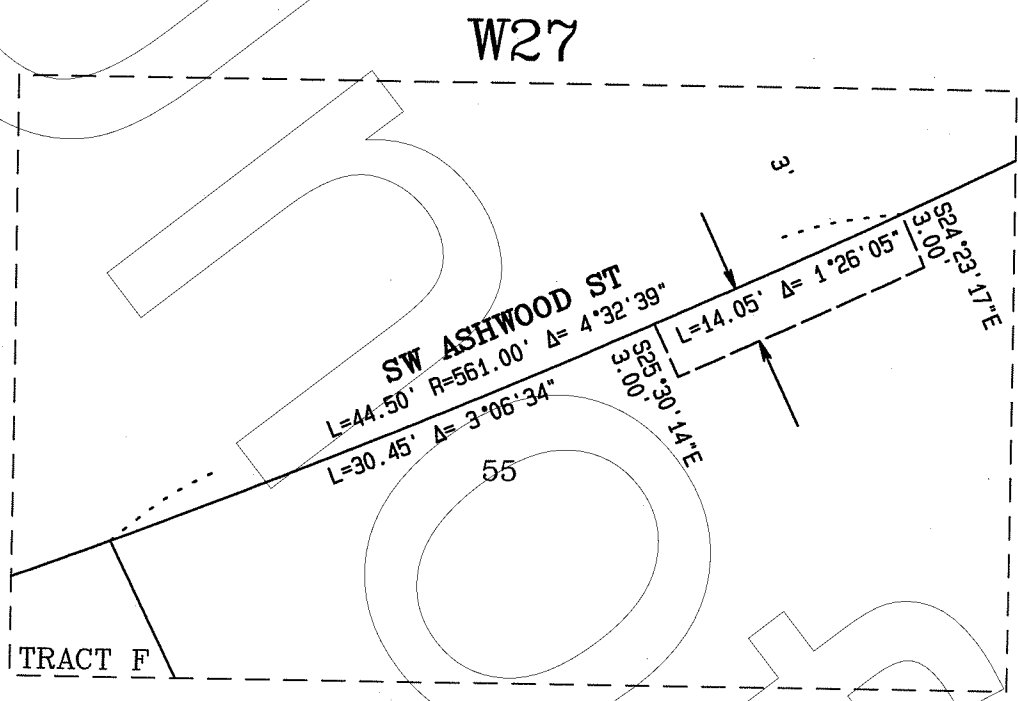
SHEET 9 OF 11

VOLUME/PAGE

McCORMICK WOODS VILLAGE EAST

EASEMENT DETAILS

2025042300046 04/23/2025 10:52:13 AM Page 10 of 11



Job No. 21-198

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SHEET 10 OF 11

VOLUME / PAGES

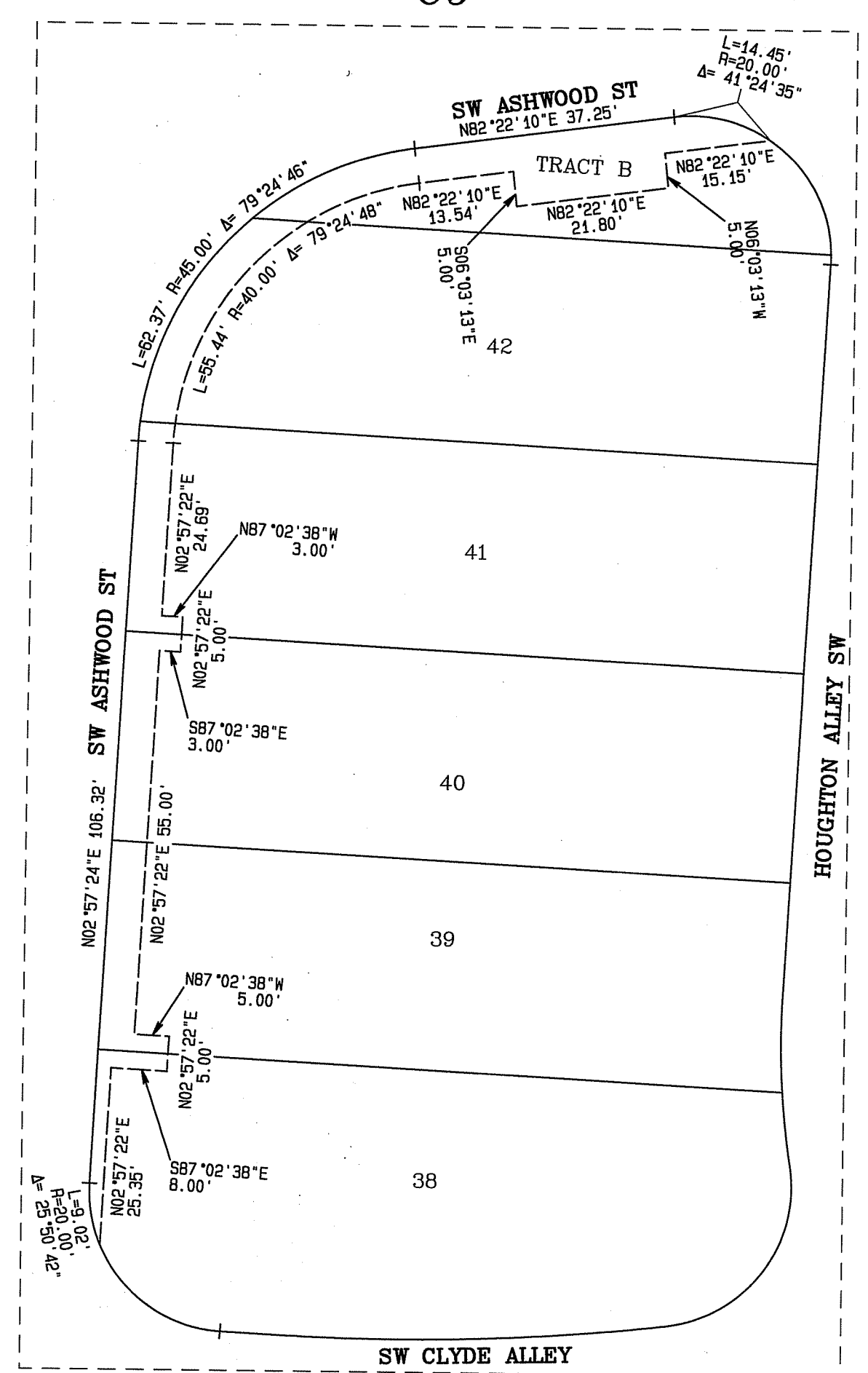
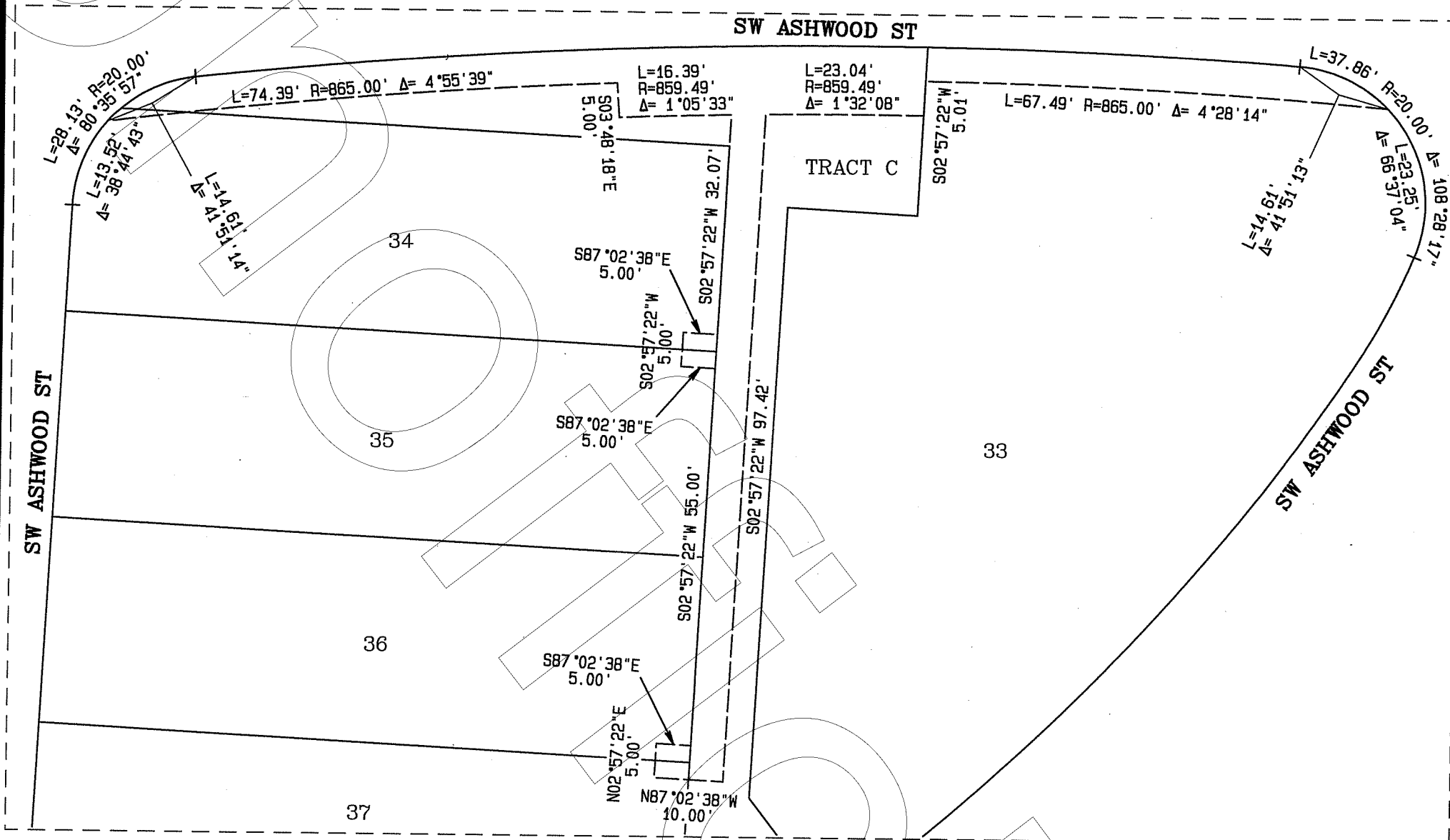
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McCORMICK WOODS VILLAGE EAST

EASEMENT DETAILS

U8

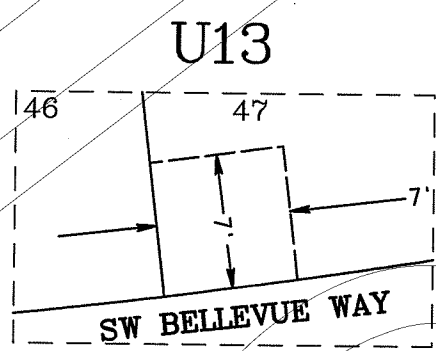
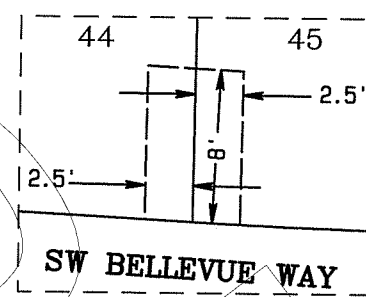
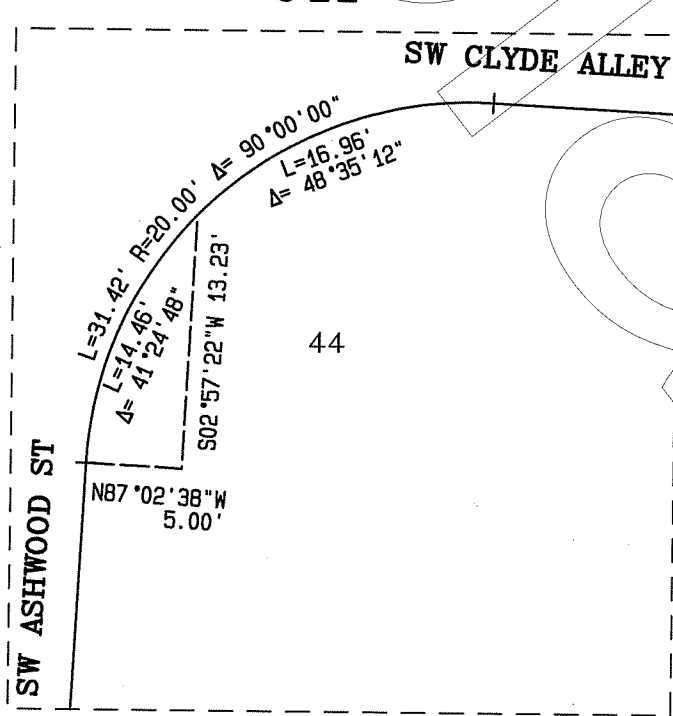
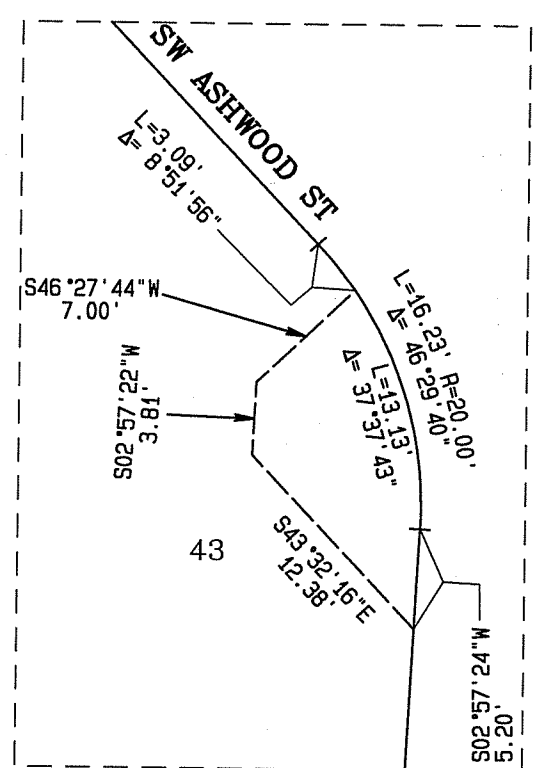
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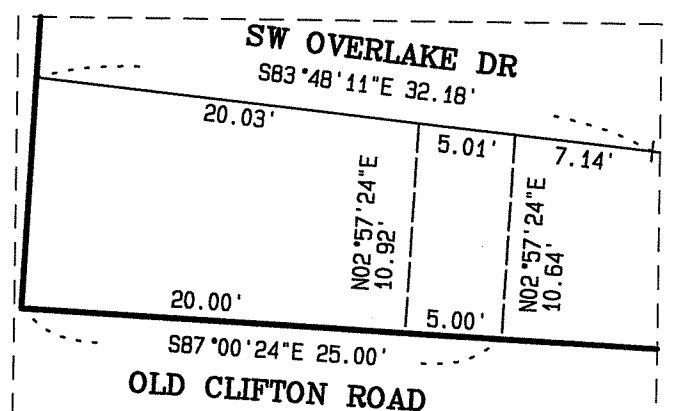
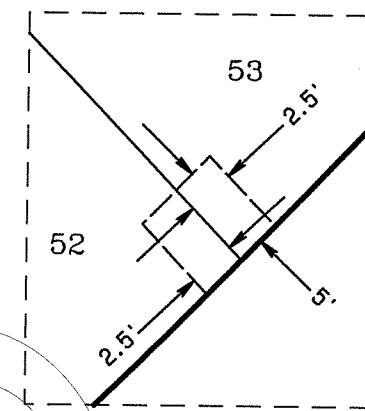
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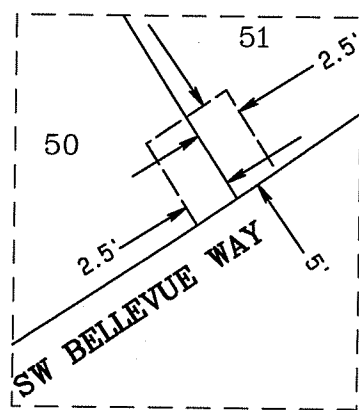
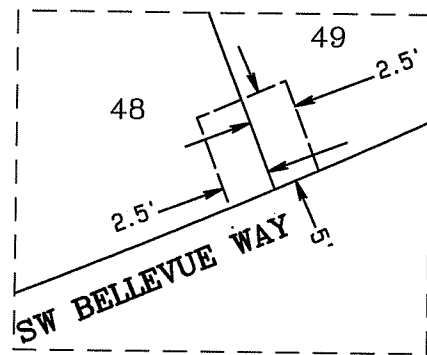
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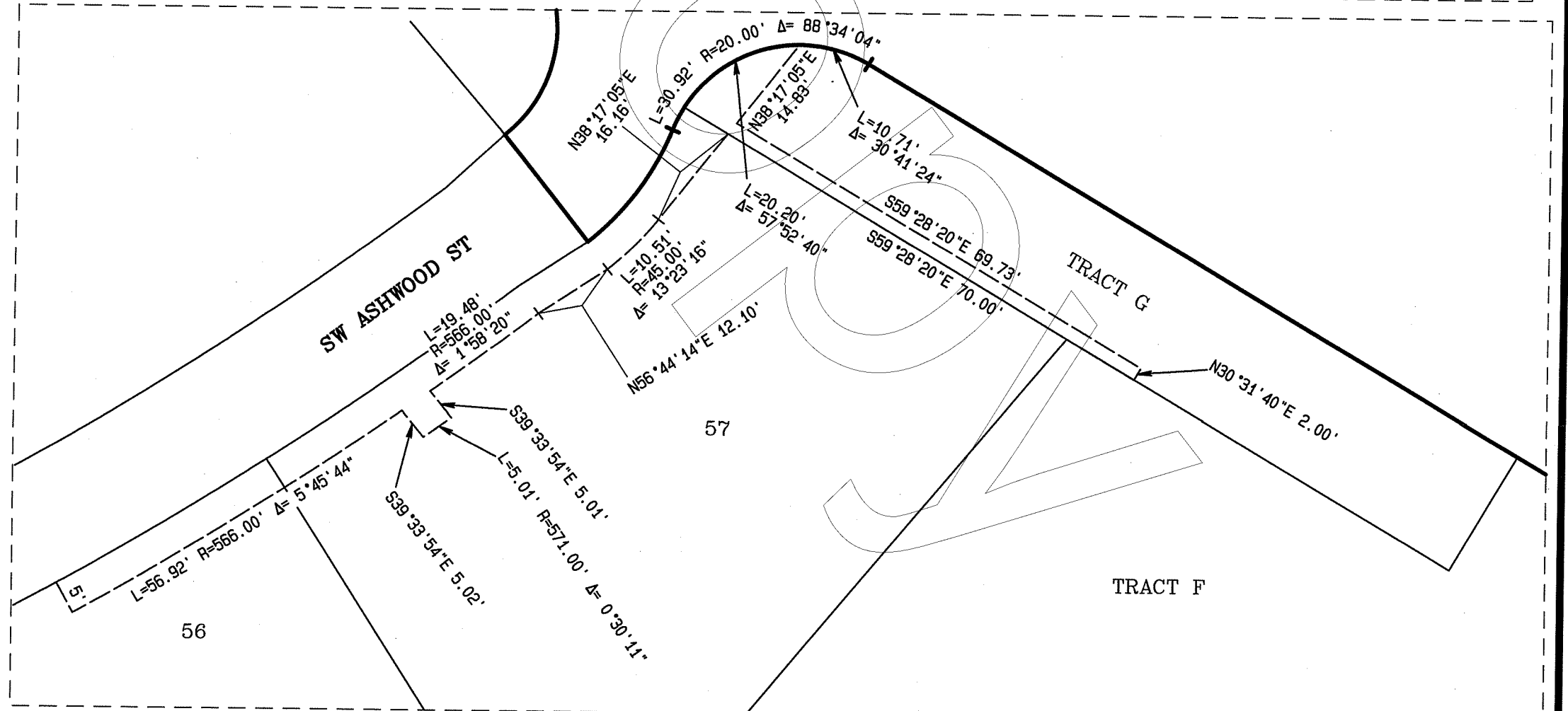


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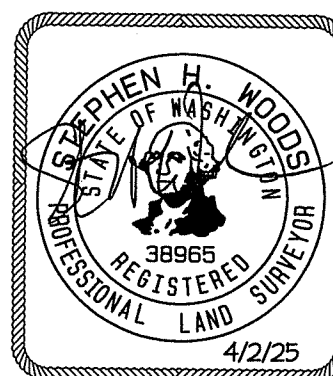
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U18



Job No. 21-198



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SHEET 11 OF 11

VOLUME/PAGE

V:037 P:053

Exhibit E

Design the Parish Creek Augmentation Station, located on City-owned property at 4871 SW Old Clifton Road, Port Orchard, WA 98367 and proposed to cross parcels 072301-1-008-2001 and 072301-1-009-2000 located to the west of the City-owned property. The facility will be designed to provide controlled conveyance of supplemental water flows west toward Parish Creek to support ecological function.

The augmentation station will be capable of delivering up to 250 gallons per minute (gpm) of flow to the receiving system. The station will be connected to an existing source-water supply line and will include manual flow control (valve), metering, de-chlorination, and conveyance infrastructure necessary to reliably introduce augmentation flows to Parish Creek.



Meeting Location:
216 Prospect Street
Port Orchard, WA 98366

Contact us:
Phone (360) 876-4407
Email
cityhall@portorchardwa.gov
www.portorchardwa.gov

**City Council
Minutes
Work Study Session of Tuesday, April 21, 2026**

1. Call to Order

Mayor Putaansuu called the meeting to order at 6:30pm

Roll call was taken by the City Clerk as follows:

Councilmember Dedman	Present
Councilmember Diener	Present
Councilmember Fenton	Present
Mayor Pro-tem Morrissey	Present
Councilmember Rosapepe	Present
Councilmember Trenary	Present
Councilmember Worden	Present
Mayor Putaansuu	Present

Staff present: Public Works Director Ryan, Finance Director Crocker, Community Development Director Bond, City Clerk Wallace, Deputy City Clerk Floyd and Communications Specialist Hansen.

Audio/Visual was successful.

A. Pledge of Allegiance

Mayor Putaansuu led the audience and Council in the Pledge of Allegiance.

2. Discussion Items

A. Utilities Low-Income and Leak Credit

Finance Director Crocker provided a presentation titled 'Finance Committee Low Income Discounted Utility Rate Program 4.21.2026. Council and staff discussed the program.

Finance Director Crocker provided a presentation titled 'Finance Committee Water Leak Policy 04.21.2026'. Council and staff discussed the presentation.

Council direction: Council asked for this to be marketed so the public is aware and asked for a 6-month follow-up.

B. Budget Amendment

Finance Director Crocker provided proposals for the 2026 budget amendment.

Council direction: No direction was given to staff.

C. Amendments to POMC 20.22, 20.80, 20.90 and 20.98 – Final Plat Processing

Community Development Director Bond provided a presentation titled 'Proposed Code Amendments Final Plat Processing, POMC 20.22, 20.80, 20.98, Establishing an Administrative Approval Pathway & Modernizing Bonding Procedures'. Council and staff discussed the proposed amendments.

Council direction: No direction was given to staff.

D. City of Port Orchard Building Refacing Grant Program

Community Development Director Bond discussed the City of Port Orchard Building Refacing Grant Program. Council and staff discussed the program.

Council direction: Council suggested changes to the eligibility criteria and requested an ordinance be brought forward for adoption.

3. Good of the Order

Councilmember Fenton discussed changes to the City's business license code.

4. Adjournment

The meeting adjourned at 8:08 p.m. No other action was taken.



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Consent Agenda: 5.D.

Approval of Change Order No.1 to Contract C018-20 with SMS Cleaning, Inc. for Janitorial Services (Ryan)

Meeting Date: May 12, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

On May 27, 2025, the City Council approved a contract with SMS Cleaning, Inc. (Contract C052-25) for janitorial services at five City-owned facilities: City Hall, the Department of Community Development, the Public Works Shop, the Greenwood Building, and the Active Club. The contract was awarded following a competitive bidding process conducted via the MRSC Roster. Public Works is now requesting approval of a Change Order to exercise the City's renewal option under the existing contract. This renewal provides for continued janitorial services for an additional year and includes several updates to the scope and cost structure:

- A 3.9% annual rate increase, applicable beginning July 1, 2026.
- The addition of janitorial services for the new Lumsden Building, effective immediately.
- An updated contract termination date of July 1, 2027.

The total contract amount will increase \$68,502.28 to reflect these additions and the extended service period.

SMS Cleaning, Inc. has performed reliably under the initial contract term, and their continued service will ensure consistency and quality in the maintenance of City facilities.

Relationship to Comprehensive Plan:

Recommendation:

Staff recommends that the City Council approve the Change Order to Contract C052-25 with SMS Cleaning, Inc., authorizing the renewal of janitorial services for an additional year, incorporating the 3.9% rate adjustment effective July 1, 2026, adding janitorial services for the Lumsden Building effective immediately, and extending the contract through July 1, 2027.

Motion for Consideration:

I move to approve a Change Order to Contract C052-25 with SMS Cleaning, Inc. for janitorial

services, extending the contract through July 1, 2027, for a new contract total of \$132,464.64.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

This service is budgeted under 001.05.518.30.40. No budget amendments are necessary.

Alternatives:

Do not approve the Change Order and provide further direction to staff.

Attachments:

1. C052-25 Amendment No.1

CITY OF PORT ORCHARD

Authorization for Amendment No. 1

Date: <u>May 12, 2026</u> Project: <u>Janitorial Services for City Facilities</u> Contract / Job # <u>C052-25</u>	Contractor: <u>SMS Cleaning, Inc.</u> <u>3118 Judson St, Unit 889</u> <u>Gig Harbor, WA 98335</u>
--	--

THIS Amendment AUTHORIZES THE FOLLOWING CHANGES TO THE CONTRACT:

The contract amount is hereby increased to reflect the cost of exercising the renewal option for one additional year of services. This increase includes a 3.9% annual rate adjustment, which shall not take effect until July 1, 2026, as well as the addition of the new Lumsden Building, for which services shall begin immediately. Additionally, the term of the contract is amended to establish a new termination date of July 1, 2027. Except as expressly modified by this Change Order, all other terms and conditions of the Underlying Agreement shall remain unchanged and in full force and effect.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$63,962.36	\$0.00	\$63,962.36	01-Jul-25	Council
Amendment 1	\$68,502.28	\$0.00	\$68,502.28	12-May-26	Council
Total Contract		\$0.00	\$132,464.64		

I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Contractor Approval Signature

Public Works Director

Printed Name & Title

Printed Name

Public Works Contracts Greater than \$35,000: Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **\$50,000-\$100,000 require Mayoral Approval. \$100,000 and over require Council Approval**

Public Works Contracts under \$35,000, change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

Public Works Contracts unbudgeted and under \$7,500: All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

All Departments: Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. **With a maximum aggregate amount of \$100,000.** Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Approved: _____
Mayor

Attest: _____
City Clerk

Council Approval Date



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Consent Agenda: 5.E. Approval of Change Order No. 1 to HVAC Maintenance Contract C030-25 with Hermanson, Inc. (Ryan)

Meeting Date: May 12, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

In January 2025, the City issued an Invitation to Bid (ITB) utilizing the MRSC Purchased Services Roster seeking annual HVAC preventative maintenance and repair services for City Hall. Hermanson Company submitted the lowest responsive and responsible bid and was awarded the contract at the established annual amount of \$29,279.28. Hermanson has performed the work satisfactorily throughout the current term and continues to meet the City's maintenance needs for City Hall's HVAC systems.

Public Works recently conducted a review of HVAC maintenance needs across all City-owned facilities and determined that expanding the existing contract to include additional buildings would be beneficial. Hermanson provided pricing to incorporate the DCD, the Port Orchard Library, the South Shed, the Lumsden Building, the Operations Shop, and the Kitsap County Prosecutor's Family Support Division building. The cost to add these facilities is \$12,738.00. When combined with the established City Hall amount, the new annual contract total for all facilities is \$42,017.28. With the addition of the upcoming contract year, the revised cumulative contract amount will be \$71,296.56.

This amendment will renew HVAC maintenance services at City Hall for an additional year at the established bid amount and will extend service coverage to the additional facilities identified above. Public Works recommends approval of the amendment to ensure consistent, reliable maintenance of HVAC systems throughout all City buildings.

Relationship to Comprehensive Plan:

Recommendation:

Staff recommends that the City Council authorize the Mayor to execute the proposed amendment to the HVAC maintenance services contract with Hermanson Company in the amount of \$42,017.28, extending the contract by one year and expanding the scope of work to include all City-owned facilities.

Motion for Consideration: I move to authorize the Mayor to execute a contract amendment with Hermanson Company to provide HVAC maintenance for an additional year at City Hall and additional City facilities for a new total contract amount of \$71,296.56.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact:

The total amendment amount of \$42,017.28 will be funded within the existing Public Works Facilities Maintenance budget. No additional appropriation is required.

Alternatives: Do not approve and provide further guidance.

Attachments:

1. C030-25 Change Order 1 - Hermanson
2. City of Port Orchard

CITY OF PORT ORCHARD

Authorization for Change Order No.1

Date: <u>05/12/26</u>	Contractor: <u>Hermanson Company, LLP</u>
Project: <u>HVAC Maintenance</u>	<u>1221 2nd Ave N</u>
Contract / Job # <u>C030-25</u>	<u>Kent, WA 98032</u>

THIS Change Order No. 1 AUTHORIZES THE FOLLOWING CHANGES TO THE CONTRACT:

This change order renews annual HVAC maintenance services for City Hall at the established bid amount and expands the contract to include additional City facilities. Adding these locations increases the annual contract total to \$42,017.28, resulting in a revised cumulative contract amount of \$71,296.56. This amendment also extends the contract term through July 1, 2027, ensuring continued, consistent HVAC maintenance across all identified City buildings.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$29,279.28	\$0.00	\$29,279.28	25-Feb-25	Mayor
Change Order 1	\$42,017.28	\$0.00	\$42,017.28	12-May-26	Council
		\$0.00			
Total Contract	\$42,017.28	\$0.00	\$71,296.56		

I have reviewed the Change Order information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Contractor Approval Signature

Public Works Director

Printed Name & Title

Printed Name

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All Departments: Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. **With a maximum aggregate amount of \$100,000.** Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Approved: _____
Mayor

Attest: _____
City Clerk

Council Approval Date



PREVENTATIVE MAINTENANCE MECHANICAL PARTNER

CITY OF PORT ORCHARD

DEPARTMENT OF COMMUNITY DEVELOPMENT, KITSAP COUNTY PROSECUTOR, LIBRARY, SOUTH SHED, PUBLIC WORKS FACILITY, AND 1333 LLOYD PARKWAY



Annie Stichter
Service Executive
astichter@hermanson.com
(206) 375-2851



EMERGENCY SERVICE AT YOUR FINGERTIPS

Call (866) 575-7574 for immediate service 24 hours per day, 7 days per week.
service@hermanson.com

Emergency services outside of the contract will be available at any time, day or night. Should emergency services be required, there will be a separate billing for all labor and materials at your preferred contract rates.

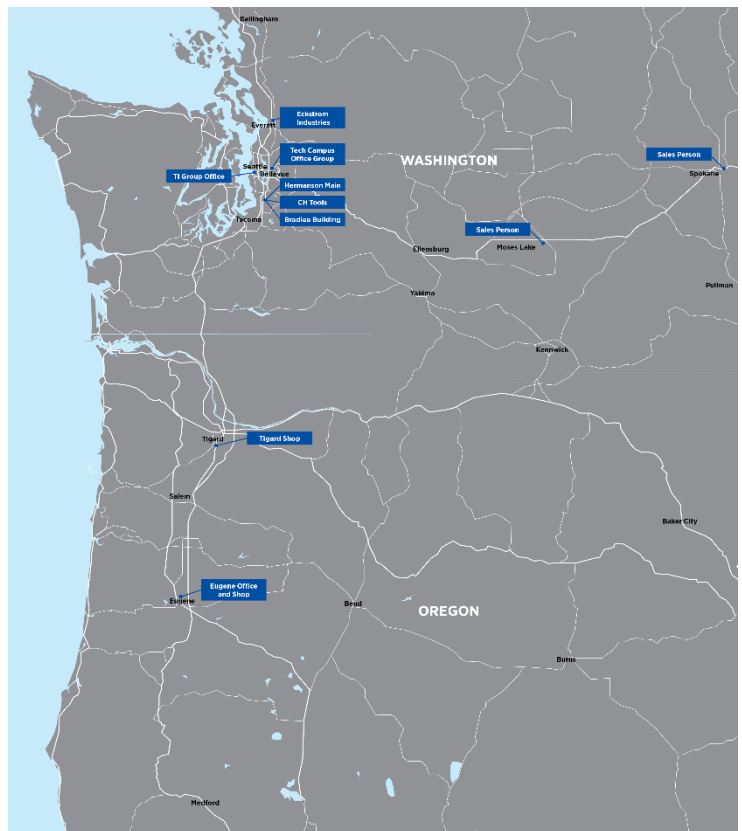
SERVICE CAPABILITIES

Hermanson provides scheduled maintenance, equipment change-out and retrofit for all types and makes of mechanical systems.

Custom designed maintenance agreements give our customers the means to fend off problems and expensive failures. A scheduled maintenance program assures maximum system efficiency. It allows us to spot and correct potential problems before they become serious and shorten the life of your equipment.

The Hermanson Service goal is to provide practical solutions that result in maximum comfort, optimum air quality, and dependable equipment operation. You can count on Hermanson for quality service, well-trained and experienced personnel, and single source responsibility, backed by our commitment to customer satisfaction.

HVAC SERVICE & MAINTENANCE	PLUMBING SERVICE	TAB & COMMISSIONING
Chiller Service & Rebuilds	Backflow Device Testing	Building Tune-Ups
Boiler Service & Rebuilds	Hot Water Tanks	Fire Damer Testing
Air Conditioning	Water Coolers	Indoor Air Quality Assessments
Heating	Circulating Pumps	Air Balance
Ventilation	Pressure Regulating Valves	Water Balance
Controls	Mixing Valves	Building Envelope Assessments
Pneumatic Controls	Tempering Valves	QA/QC
Air Compressors	Water Treatment	Third Part Commissioning
Cooling Towers		
Refrigerant Retrofits		
Refrigerant Tracking		
Predictive Services		
Vibration Analysis		
Oil Analysis		
Laser Alignment		





THE FOLLOWING SCOPE OF COVERAGE HAS BEEN TAILORED SPECIFICALLY TO OUTLINE THE MAINTENANCE AND SERVICE SCHEDULE BEING PROVIDED FOR YOUR FACILITY AT 720 PROSPECT ST, 730 PROSPECT ST, 87 SIDNEY AVE, 2035 SIDNEY AVE, 1535 VIVIAN CT., AND 1333 LLOYD PARKWAY, PORT ORCHARD, WA 98367.

PREVENTIVE MAINTENANCE APPROACH

Our preventative maintenance approach provides the necessities a customer requires to ensure proper efficiency of their equipment through a maintenance schedule. Hermanson will complete all maintenance tasks necessary for your equipment and provide an in-depth inspection of the components to verify they are operating within normal parameters. There are additional maintenance options on an as-needed basis depending on the site such as controls maintenance and/or plumbing.

SPECIFIC SCOPE OF COVERAGE:

HVAC preventative maintenance per the attached "Equipment Schedule and Scope of Coverage," including:

1. Quarterly (4x/yr) inspections and preventative maintenance on the Packaged Units, Furnaces, and Indoor Split Systems.
2. Annual (1x/yr) inspections and preventative maintenance on the Outdoor Condensing Units and Unit Heaters.
3. Filter changes occur with the number of inspections on all applicable equipment as directed in the "Equipment Schedule" provided below.
4. Annual belt changes and outdoor coil cleaning on all applicable equipment at time best suited to extend operation of equipment based on technician's technical experience.

General Scope of Coverage:

1. Written reports for maintenance inspections and provide repair quotes as necessary.
2. Written reports for service calls.
3. Priority scheduling and response for all Hermanson Company service offerings.
4. 24x7 Emergency Response availability.
5. Guaranteed 30-minute call back and four (4) hour on-site for emergency service calls.
6. Service history tracking by Equipment ID for all equipment under contract.
7. Preferred service rate equivalent to contract labor rate for all services performed at this location.

Comments / Clarifications/Exclusions:

1. See attached equipment list.
2. All repair services performed above and beyond this scope shall be billed separately from this maintenance and service agreement and shall not be deemed a part of the maintenance program unless specified.
3. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs that are not covered under this agreement for services.
4. Any addendums or modifications to this agreement are still subject to the terms and conditions of this originating document. Any ambiguity between the addendum and original agreement is to be considered in favor of the original contract.
5. Overtime is not included in this proposal.
6. Washington State sales tax is not included.
7. Absent breach of contract, if a contract is cancelled within 60 days of the next maintenance interval, any costs accrued for materials required to perform the maintenance, will be a chargeable expense to the customer.
8. This Agreement is part of, and is subject to, Contract No. 23-280: HVAC Maintenance Services through KCDA.
9. Filters and belts shall be furnished and installed by Hermanson.

MAINTENANCE & SERVICE PRICING:

Hermanson will provide services as defined in this proposal, priced as follows and subject to the following terms & conditions:

Select (✓ Box)	Programs	Annual Amount (WSST not included)
	Department of Community Development	\$1,183
	Kitsap County Prosecutor Family Support Division	\$4,353
	Library	\$3,764
	South Shed	\$668
	Public Works Facility	\$733
	1333 Lloyd Parkway	\$2,037
	TOTAL	\$12,738



Pre-Authorized Repair Limit: **\$500.00** per maintenance visit

GENERAL NOTES:

The routine maintenance work necessary for the proper operation of your systems will be the responsibility of Hermanson Company as part of this agreement. Maintenance will be performed during normal working hours which are defined as 7:00 AM to 4:00 PM, Monday through Friday, exclusive of union-sanctioned holidays.

AGREEMENT TERM:

This agreement shall remain in effect for a period of one (1) year, and from year to year thereafter. If for whatever reason either party is not satisfied with the performance of the other, either party may provide a thirty (30) day written notification with the intention not to continue. Customer has the ability to cancel this Agreement within (30) days of commencement.

COMMENCEMENT DATE:

This agreement will start on February 25, 2026.

This agreement is accepted by:

INSERT COMPANY NAME

HERMANSON COMPANY, LLP

Signature of Authorized Representative

Printed Name

Title

Date

Signature of Authorized Representative

Printed Name

Title

Date

EQUIPMENT LIST:

DEPT OF COMMUNIT DEVELOPMENT:

Eq Tag	Make	Model #	Serial #	Equipment Type
RTU-1	TRANE	UNREADABLE	UNREADABLE	Packaged Unit

KITSAP COUNTY PROSECUTER:

Eq Tag	Make	Model #	Serial #	Equipment Type
RTU-1	YORK	ZE048H12A1C1AAA1A3	N2M4025804	Packaged Unit
RTU-2	YORK	ZE048H12A1C1AAA1A3	N2E3646643	Packaged Unit
RTU-3	YORK	ZE036H10A1C1AAA1A3	N2M4010174	Packaged Unit
ODU-1	CARRIER	24SPA660W301	2623E13174	Split System
AHU-1	CARRIER	NOT LISTED	NOT LISTED	Split System

LIBRARY:

Eq Tag	Make	Model #	Serial #	Equipment Type
RTU-1	TRANE	4YCC4048A109DAB	183012419L	Packaged Unit
ODU-1	TRANE	2TTR1036A1000AA	3453P5A5F	Split System
ODU-2	TRANE	2TTR1036A1000AA	3453WJP5F	Split System
ODU-3	MITSUBISHI	MUY-GE12NA	2001449	Split System
IDU-1	TRANE	FIELD VERIFY	FIELD VERIFY	Split System
IDU-2	TRANE	FIELD VERIFY	FIELD VERIFY	Split System
IDU-3	MITSUBISHI	FIELD VERIFY	FIELD VERIFY	Split System

SOUTH SHED:

Eq Tag	Make	Model #	Serial #	Equipment Type
AHU-1	AMERICAN STANDARD	UC17	FIELD VERIFY	Air Handler
HEATER-1	REZNOR	FIELD VERIFY	FIELD VERIFY	Unit Heater
HEATER-2	REZNOR	FIELD VERIFY	FIELD VERIFY	Unit Heater

PUBLIC WORKS FACILITY:

Eq Tag	Make	Model #	Equipment Type
AHU-1	BRYANT	CASAXA048021AAAA	Air Handler
HEATER-1	REZNOR	FIELD VERIFY	Unit Heater
HEATER-2	REZNOR	FIELD VERIFY	Unit Heater

1333 LLOYD PARKWAY:

Eq Tag	Make	Model #	Equipment Type	Subtype
ODU-1	TRANE	FIELD VERIFY	Split System	Condensing Unit-Split System
ODU-2	CARRIER	FIELD VERIFY	Split System	Condensing Unit-Split System
IDU-1	TRANE	FIELD VERIFY	Split System	Furnace with Coil
IDU-2	CARRIER	FIELD VERIFY	Split System	Furnace with Coil

AGREEMENT TERMS & CONDITIONS

Customer: defined as the party to whom Hermanson Company makes The Proposal.

Independent Contractors: Hermanson and Customer are independent contractors; not to be considered principal and agent. Nothing contained in these terms and conditions shall be construed as to create a partnership, dealership, reseller, agency, employment, or joint venture relationship. Customer does not have the right to bind or otherwise obligate Hermanson in any manner, nor may Customer represent to anyone that it has the right to do so.

Pricing: This agreement price can be adjusted at the time of contract renewal. An escalation of 5% or an increase based on C.P.I.; whichever is greater at the time of renewal. If an annual renewal is required, notification will be provided from Customer to Hermanson within 30 days of renewal date.

HERMANSON'S OBLIGATIONS

1. Provide preventative maintenance designed to keep the equipment operating at peak efficiency, minimize breakdowns, extend equipment life and reduce energy consumption.
2. Provide an Account Manager that is available to answer any questions relating to the contract itself and any items addressed herein.
3. Take all reasonable precautions to avoid damage to property or injury to persons.
4. Instruct the Customer in the basic operation of the system to provide the best operating efficiency or conditions.
5. Assign a primary and back-up service technician to your facility.
6. Comply with the insurance requirements of any applicable property managers or property owners.

CUSTOMER'S OBLIGATIONS

The customer shall be responsible for and agrees to:

1. Properly operate the equipment in accordance with the applicable operating manuals and recommend procedures and ensure that qualified personnel are provided for such operation.
2. Promptly report unusual equipment operation conditions or operation to Hermanson.
3. Furnish Hermanson personnel with safe, clean and unobstructed access to all equipment to be serviced. If additional items, such as ladder or lift, are required for access to equipment, customer shall notify Hermanson prior to arrival.
4. Accept the judgment of Hermanson Company as to the best means and methods to be employed for any corrective or repair work necessary and to have repairs made promptly, and that failure to do so will release and terminate all obligations of Hermanson Company, but not the obligations of the Customer to Hermanson Company.
5. Provided service calls not covered under the contract, payment will be due upon receipt of invoice. An invoice is deemed delinquent (30) days after date of invoice receipt. It is agreed that a late charge will be added to delinquent accounts at the rate of one and one half percent (1 ½ %) per month or the highest legal limit.
6. If Customer fails to comply with Hermanson's invoicing requirements or fails to provide adequate assurance of full performance to Hermanson within a reasonable time after requested, Hermanson may defer further work until payment or compliance is made, require payment prior to performance for any future work, demand immediate payment on all amounts then owed, elect to pursue collection action (including without limitation, attorney's fees and all associated costs to pursue collection action,) or may cancel all or any part of the repair or maintenance pending with the Customer.
7. If Customer chooses to cancel the Agreement prior to the 1st renewal, Customer agrees to pay Hermanson the remainder of the contract price mutually agreed upon at date of contract commencement. Customer acknowledges that if the cancellation is the result of a material breach by Hermanson, then Customer is not obligated to pay and may cancel the Agreement without penalty. If service is cancelled before the term of the contract, Hermanson reserves the right to be paid in lieu of monies received and will provide documentation of labor rates, material mark up, and associated documentation of work performed.
8. Provide a dumpster or means of disposing filters/belts and other small consumable items onsite that are removed from customer's equipment during routine maintenance or repairs. If no dumpster is provided or able to be utilized, Hermanson Company has the right to charge a dump fee of \$250/visit.

EXCLUSIONS:

1. Force Majeure: Hermanson shall not be liable for any delay in, or impairment of, performance resulting in whole or part from any force majeure event, including but not limited to: acts of God, labor disruptions, acts of war, acts of terrorism, governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship products, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstances or cause beyond reasonable control of Hermanson in the conduct of its business.
2. Services by others: any changes, adjustments, services or repairs made to the equipment by others than Hermanson, unless approved by Hermanson in writing, may, at Hermanson's option, terminate Hermanson's obligation to render further service to the equipment so affected. In such cases, no refund of any portion of the Service Fee shall be provided.

3. Asbestos & Abatement: to be interpreted in reference to the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous waste or hazardous materials. In the event that such event occurs, Hermanson's only obligation is to notify the Customer and at Hermanson's discretion, provide potential solution at an additional cost. Following the disclosure by Hermanson to Customer, Hermanson shall have the right thereafter to suspend its work until such findings are removed. Any work that was in progress that was then suspended shall be extended for an amount of time equal to the suspension.

TAXES AND OTHER GOVERNMENT CHARGES

There will be added charges in the amount of any present and future sales taxes or any other governmental charges or assessments, including environmental charges or hereafter imposed by existing or future laws with respect to any services rendered or parts supplied.

WARRANTIES

1. Satisfaction Guarantee: All services will be performed in a workmanlike manner; conform to the specifications provided by Hermanson to the Customer; and be warranted for (1) year after performance of services.
2. If services are improperly performed and Customer notifies Hermanson of defect, then any subsequent services to cure the defect shall be warranted on the express condition that the defect occurred during the intended purpose and have not been subject to modifications by Customer or any third party.
3. Except as otherwise expressly stated in the work order, Hermanson makes no warranties whatsoever, including without limitation any implied warranty of merchantability, any implied warranty of fitness for a particular purpose and any implied warranties otherwise arising from course of dealing or trade.
4. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, with Hermanson be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.
5. Hermanson expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
6. In cases of any failure to perform its obligations under this Agreement, Hermanson's liability to repair or replace as a form of remedy, will be Customer's sole remedy option. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse by Customer, Customer's agent, or another party acting at request of Customer, and shall not extend beyond the term of this Agreement.

VENUE AND CHOICE OF LAW

The Agreement shall be interpreted and governed substantively and procedurally by the laws of the State of Washington. The venue for any lawsuit which shall be brought by or against Hermanson shall be in the County of King, State of Washington.

INDEMNIFICATION

1. Customer shall defend, indemnify and hold harmless Hermanson, Third-Party Providers, and their respective officers, directors, employees, subcontractors and agents (each individually, an "Indemnified Party") from and against any and all claims, suits, liabilities, damages, settlements, charges, taxes and any other losses or expenses (including reasonable attorneys' fees) (collectively "Liabilities") for physical injury to, illness or death of, any third party regardless of status and damage to or destruction of any tangible property which the third party may sustain or incur, to the extent such Liabilities relate to the services; except for such Liabilities relating to or arising out of a final judgment of gross negligence or willful misconduct of the Indemnified Party.
2. In any action, suit or proceeding brought against an Indemnified Party by reason of any such claim as specified above, Customer shall resist and defend such action, suit or proceeding by counsel of its choice, at the sole expense of Customer, provided that (i) the Indemnified Party notifies Customer promptly in writing of the claim; (ii) Customer's counsel does not give rise to a conflict of interest with respect to the Indemnified Party; (iii) Customer has the sole control of the defense and all related settlement negotiation but shall keep the Indemnified Party reasonably informed of status; and (iv) the Indemnified Party provides Customer with all reasonably necessary assistance, information, and authority to perform the foregoing at Customer's expense.

COMPLETE AGREEMENT

1. The terms and agreements in any Hermanson forms; acknowledgements; quoted repairs; invoices; and work orders are incorporated herein by reference. These terms and conditions constitute the entire and exclusive agreement between Customer and Hermanson. There are not representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of the Agreement which are not fully expressed herein.

2. **Modifications of Terms:** No additions or modifications of Hermanson's terms and conditions by Customer shall be binding upon Hermanson, unless agreed to in writing by an authorized representative of Hermanson. If any other correspondence submitted by Customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in Hermanson's acknowledgment, Hermanson's performance under the purchase order shall not be construed as an assent to any of the terms and conditions proposed by the Customer, and will not constitute a waiver by Hermanson of any of the terms and conditions contained herein.
3. **Severability:** If any portion of these terms and conditions is found to be invalid or unenforceable, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Consent Agenda: 5.F. Approval to Accept a Special Event Application and Waive the Required Timeline and to Approve Road Closure: Port Orchard Night Market (Wallace)

Meeting Date: May 12, 2026

Presenter: Brandy Wallace, City Clerk

Summary and Background:

City staff received a Special Event application for a series of Night Markets on April 30, 2026. The event is to take place on Saturdays, June 20, July 11, August 22, and September 12, 2026.

Since this application was received less than the required 120 days it requires Council approval to allow staff to accept and process the application. In addition, Council to consider the approval of a road closure. The application states the following:

EVENT: Port Orchard Night Market

TYPE: Vendor Fair

DATE: Saturdays, June 20, July 11, August 22, and September 12, 2026

TIME: Set up starts at 3:00 pm; Open to the public at 6:00 p.m. until 10:00 p.m. and Tear-down by 11pm

LOCATION: Sidney Parkway, Parking Lot #2 between Sidney Avenue and Frederick Street

CLOSURE: Parking Lot #2, between Sidney Avenue and Frederick Street and Frederick Street

In addition, pursuant to Port Orchard Municipal Code 5.94.050(4), staff shall bring forward the special event application to the City council for approval when the event requires a street or highway closure. Staff and outside agencies are still reviewing the application and are working towards ensuring safety measures and traffic control are in place.

The required notice, pursuant to POMC 5.94.050(3), allowing citizens to provide written comments regarding how allowing the special event will impact their property, business, or quality of life will still be noticed upon council accepting the application.

Staff is in support of the road closure as presented and is continuing to work on the final details of the event with the applicant, ensuring the closure is to the safety and traffic control standards outlined in City, State, and Federal codes.

Relationship to Comprehensive Plan: 6 - Economic Development

Recommendation:

Motion for Consideration: I move to accept the Port Orchard Night Market application and for staff to process and to waive POMC 5.94.030(3) for this event. In addition, approve the road closures as required in POMC 5.94.050(4), as presented.

Has item been presented to Committee/Work Study? No

If so, which one: N/A

Fiscal Impact: Revenue of \$100 from the applicant for a processing fee and \$15 for Master Vendor license processing fee; General Fund. Possible staff and equipment costs associated with closing the road; General Fund.

Alternatives: Deny and not modify the time submittal requirement.

Attachments:

- 1. P O Night Market Special Event App
- 2. IMG_9322
- 3. IMG_9321



SPECIAL EVENT PERMIT APPLICATION

(PORT ORCHARD MUNICIPAL CODE 5.94 AND 5.96 and Resolution No. 022-25)

STANDARD PROCESSING FEE: \$100.00



Event Information

Event Name: <u>Port Orchard Night Market</u>	
Type of Event: <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Walk/Run <input type="checkbox"/> Parade <input type="checkbox"/> Vendor Fair <input type="checkbox"/> Concert <input type="checkbox"/> Block Party <input type="checkbox"/> Other: _____	
Event or Organization Website: <u>www.POBISA.com</u>	
Description of event: <u>Festival of vendors and Food Trucks</u> <u>This is our 6th year</u>	

Event Date and Time

Event Dates: Indicate Dates/Times OPEN to attendees			Hours: Open until closing each day		Expected Daily Attendance:
Day 1	Day: <u>6/20/26</u>	Date: <u>6/20/26</u>	Start Time: <u>6pm</u>	End Time: <u>10pm</u>	<u>1000</u>
Day 2	Day: <u>Saturday</u>	Date: <u>7/11/26</u>	Start Time: <u>6pm</u>	End Time: <u>10pm</u>	<u>1000</u>
Day 3	Day: <u>Saturday</u>	Date: <u>8/22/26</u>	Start Time: <u>6pm</u>	End Time: <u>10pm</u>	<u>1000</u>
Day 4	Day: <u>Saturday</u>	Date: <u>9/12/26</u>	Start Time: <u>6pm</u>	End Time: <u>10pm</u>	<u>1000</u>
Day 5	Day: _____	Date: _____	Start Time: _____	End Time: _____	
Event Setup Starts:			Event Take Down Complete:		Total Attendance: <i>(add all rows and columns)</i>
Start Day/Date: _____		Start Time: <u>3pm</u>	End Day/Date: _____	End Time: <u>11pm</u>	
Event Location:	Describe the location that your event will be located at. Include street names and/or parks. Attached required map.				
<u>Lot 2 Behind the public market + Josephines. This year we will also need to include the new lot by marina office</u>					

Applicant Information*

Sponsoring Organization Name: <i>Port Orchard Waterfront Association</i>					
Do you have an active City Business License?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	What is your UBI number?	
Applicant Contact Name: <i>Samantha Smith</i>					
Title: <i>President/ Organizer</i>					
Physical Address: <i>701 Bay Street</i>			Mailing Address: (if different from street address)		
City: <i>Port Orchard</i>	State: <i>WA</i>	Zip: <i>98366</i>	City:	State:	Zip:
Phone: <i>360-271-0137</i>	Alternate Phone: <i>Same</i>		Email: <i>Same@josephinesmcc.com</i>		

**Please note the applicant information provided may be shared for inquiries made on event details*

Admission Fees:

Does your event require a paid fee for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does your event require minimum or suggested donation for participants and/or spectators?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Admission/participation fee/ suggest donations amount(s):		

Use of City Streets and/or State Highway

STATE HIGHWAY:

Will this event require closure of a State Highway (most common is Bay Street/SR166)? Yes No

If yes, which highway: Bay Street/SR 166 Sedgwick Road Mile Hill Drive

For State Highway Closures, the sponsoring organization must submit the application to the city at least 120 calendar days before the event date. Upon city approval of the event, the sponsoring organization shall seek permission from the Washington State Department of Transportation (WSDOT) by completing an online application. Once permission is granted from WSDOT, a copy of the Letter of Acknowledgment or an Agreement will need to be provided to the city 45 days prior to the event. WSDOT's online application is located at: <https://www.wsdot.wa.gov/contact/events/special-events>

CITY PROPERTY/STREETS (Right-of-way): Port Orchard Municipal Code 5.94.020(7) states "Right-of-way (ROW)" means any road, public parking lot, city street, highway, boulevard or place in the city open as a matter of right to public travel and shall include arterials, neighborhood streets, alleys, bicycle paths and pedestrian ways; including streets or portions thereof which are designated as portions of the state highway system."

Will this event require closure of any of the below public property/ right-of-way? Yes No

If yes, indicate what type of public property is requested to be closed and the location (select all that apply):

A. City Park(s):

- Van Zee Park
 McCormick Village Park
 Central Park
 Givens Park
 Paul Powers Park
 Etta Turner Park
 Rockwell Park

B. Parking Lot(s):

- Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street.
 Lot 5: all parking on City Hall property in front of the Police department
 Lot 8: employee parking lot east of City Hall adjacent to Prospect Alley which is between Kitsap Street and Prospect Street.

C. Sidewalk(s) describe the location of the sidewalk being closed:

Along Fredrick but will be open to public

D. Street(s): please fill out the "Details of Closure" section below and provide a traffic control plan of the area impacted.

1) Details of Closure(s):

Street Name:	Between (cross street):	And (cross street):	Start Date:	Start Time:	End Date:	End Time:
<i>Example Sidney Ave</i>	<i>Kitsap Street</i>	<i>Division Street</i>	<i>00/00/0000</i>	<i>00:00 am</i>	<i>00/00/0000</i>	<i>00:00 pm</i>
<i>Fredrick</i>	<i>Bay St</i>	<i>Lot 2</i>	<i>Each Event</i>	<i>3:00 pm</i>		<i>3:00 pm</i>
Additional details: (attach additional pages as needed for more streets and/or more details about use.)						

2) Traffic Control Plan:

A traffic control plan is required for all street and highway closures and **must be submitted with this application.** See [Example Site Plan](#). The following is required to be on the plan(s):

- Detour route(s)
 Pedestrian and Bicycle routes
 Volunteers: how many, where, how long, etc.

- Signs/Barriers: How many, what kind of signs, where will they be located, who is putting them up, who will be taking them down, etc.

Certified flaggers: how many will there be, where will they be stationed, what time will they be there, what time will they be gone, etc.

Should your event require traffic control and certified flaggers to manage the road closures, provide the following information:

Name of the Traffic Control company:		
Point of Contact Name:		
Phone:	Alternate Phone:	Email:

Public Works and Police Services

Special events may require the use of public works and police officers for public safety. This may result in additional costs to the organizer. The organizer will be notified if coordination with the Public Works and Police is required.

The following are services that will be required to be charged to the organizer:

Public Works:

- Setting up street closure signs
- Setting up barricades

Police:

- Setting up command center on event site
- Officers providing security

Please provide who the invoice should be sent to:

Name company: Port Orchard Waterfront Association		
Name: Samantha Smith		
Address: 701 Bay Street Port Orchard, WA 98364		
Phone:	Alternate Phone:	Email:
360-271-0137		Sam@josephinesmerc.com

Parking Impacts

Have parking impacts been coordinated with neighbors (residential/business)? Yes No

If yes, how will parking be provided for participants and visitors (including handicapped parking)? You may submit a map to show the available parking for this event in place of providing a written description below.

Guests can still park in all open spots.
It is after farmer's market so not as impactful

***The City of Port Orchard cannot grant permission for the use of private property for parking. It is the event sponsor's responsibility to contact property owner (business, residential, schools) if you want permission to park on their property.**

Neighborhood – Business Notification

The city clerk's office shall notify the public of each special event proposed to allow citizens to provide written comments regarding how allowing the special event will impact their property, business or quality of life. The city clerk will consider any information provided and may deny the special event permit application if a showing is made of severe financial impact or other undue hardship on a citizen's property, business or quality of life.

Alcohol Sales/Services

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor & Cannabis Board (WSLCB) regulations, licensing, and permit requirements. WSLCB Special Occasion and other Licenses and related fees for alcohol sales/service at events are not included in the City's Special Event Permit. Visit the WSLCB website, <https://lcb.wa.gov/> for additional information and to apply for the appropriate license / Permit.

Will alcohol be sold or consumed at your event? Yes* No

***If yes, you must contact the Washington State Liquor and Cannabis Board for a special liquor license.**

Food Sales/Service

You will need to reach out to the Kitsap Public Health District as they may require a temporary food establishment permit. Visit their website at <https://kitsapublichealth.org/FoodSafety/foodvendors.php> or call (360) 728-2235 for information.

Will your event have any food service and/or sales? Yes No If yes, how many: 5

Will your event have professional catering? Yes No If yes, how many: _____

Will your event have food truck(s)? Yes No If yes, how many: 2

may change

Washington State Fire Code section 105.6.30 Mobile food preparation vehicles is defined as:

An operational permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems. Contact Community Development.

- [Food Truck Safety Handout](#)
- [Mobile Food Preparation Vehicle Permit Application](#)

Garbage and Recycling

Collection Stations: How many bins are you providing as collection containers at your event?	
Recycle <u>4</u>	Garbage <u>8</u>

Will you manage your own recycling and garbage collection or will it be managed by a vendor?

Self-Haul: Yes No

List vendor/company, if applicable: Waste Management

Detail your plan for waste management within the event area and surrounding neighborhood:

Cans placed out an hour before event. Cans dumped every 30 minutes or as need in allowed dumpster

Restrooms

Prove the number of restrooms that will be available to the public for your event: 10 Males 12 Females 6 Handicap

Below is an example of the estimated amounts needed per number of users recommended in the *FEMA Special Events Contingency Planning: Job Aids Manual March 2005 (updated May 2010)*.

Toilet facilities for events where alcohol is not available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	1	2	2	6	2
<1,000	2	4	4	9	4
<2,000	4	8	6	12	6
<3,000	6	15	10	18	10
<5,000	8	25	17	30	17

Toilet facilities for events where alcohol is available

Patrons	Males			Females	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	3	8	2	13	2
<1,000	5	10	4	16	4
<2,000	9	15	7	18	7
<3,000	10	20	14	22	14
<5,000	12	30	20	40	20

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

Master Multi-Vendor Event License

Will your event have vendors? Yes No

If so, how many anticipated exhibitors/vendors will be at your event? 60

If so, will they be selling merchandise and/ or food? Yes No – If you indicated Yes, please see the Food section on Page 4 of this application.

POMC 5.96, if your event has two or more vendors engaged in public property vending, you are required to have a Master Multi-Vendor Event License (MMVEL). The MMVEL fee is \$15.00 per day or \$200 per month. POMC 5.96.020(3)(a) states the sponsor of the master event shall provide a list of participating vendors, their business names, their addresses and their State Tax Revenue Identification Numbers to the city clerk within three working days after the first day of the operation.

- No public vending is allowed within twenty-five (25) feet of any municipal building, monument, or fountain, OR within ten (10) feet of intersection sidewalks.
- Vending devices must be removed from vending sites daily between the hours of 10:00 p.m. and 6:00 a.m.
- Vending devices and vending sites must always be clean and orderly. The vendor must furnish a suitable refuse container and is responsible for the daily disposal of refuse deposited therein. Refuse containers must be removed each day along with vending devices.
- Vendors may engage in public property vending only in the location specified in the public property license. The location shall be deemed the vending site.
- Utility service connections are not permitted, except electrical when provided with written permission from the adjacent property owner. Electrical lines are not allowed overhead or lying in the pedestrian portion of the sidewalk.
- No mechanical audio or noisemaking devices are allowed, and no hawking is allowed.
- A vinyl or canvas umbrella may be added to the vending device, but its open diameter may not exceed eight and one-half feet. Any part of the umbrella must have a minimum of seven feet of vertical clearance to the area on which the vending device stands.
- Individual vendor advertising signs may be placed only upon the vending device. Temporary master event advertising signs may be placed as approved by the city engineer; and
- No conduct shall be permitted which violates any other section of the Port Orchard Municipal Code.

Tents

Does your event include a tent or membrane structure? Yes No Not Applicable

If yes, what is the tent size: 10x10 Does the tent have sides? Yes No N/A

May be required to obtain a permit per POMC 20.200.016. Please contact Community Development (360) 874-5533.

Event Signage

Are you planning to put up temporary signs? Yes No

POMC 20.132.290 "Temporary sign" (which may include special event sign) means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable signs as defined by this chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter. Please contact the Community Development Department at (360) 874-5533 if you have questions or if you need to apply for a sign permit.

Amplified Sound

Does your event have any amplified sound? Yes No

Indicate dates/time of any amplified sound below:			
Day: <i>Saturday</i>	Date: <i>6/20</i> <i>7/11</i> <i>8/22</i> <i>9/12</i>	Start Time: <i>6pm</i>	End Time: <i>10pm</i>
Day:	Date:	Start Time:	End Time:
Day:	Date:	Start Time:	End Time:
Describe what sound will be amplified, and at what hours (e.g., 7:00am announcements, 8:00am background music, etc.):			
<i>Background music facing the water</i>			
Describe what equipment will be used for amplified sound, and at what locations (show in maps):			
<i>2 Speakers + 1 Microphone</i>			
Describe schematics and direction of amplified sound (show in maps, attach supporting documents as needed)			
<i>On top of Josephine's roof directed toward water</i>			

Noise levels generated shall not be in excess of allowable levels, consistent with POMC 9.24.050. For more information please contact the Port Orchard Police Department (360) 876-1700.

Site Map

A site map is **required** to be submitted to include the following when applicable:

- Vendors
- Beer Garden
- Signage
- Canopies/Tents
- Public entrances and exits
- Road closures and detours
- Traffic patterns with directional arrows/routes
- Fire Lanes

- Surrounding street names
- Garbage/Recycling
- Barricades
- Food trucks
- Generators
- Cooking areas
- First Aid
- Parking
- Restrooms
- Wash stations
- If event is a run/walk, list start and stop locations and water/rest stations:

Insurance

The sponsoring organization must submit proof of liability insurance naming the City of Port Orchard as an additional insured by endorsement. Coverage shall remain in force throughout the event. The policy shall have primary coverage limits of at least the following:

\$1,000,000 Liability and \$1,000,000 Bodily Injury

Additional insurance may be required where alcohol is being served. Special Event Insurance for events held at city-owned facilities can be purchased at <http://eventinsurance.hubinternational.com/>.

eventinsurance.hubinternational.com




Release

I certify that the event for which this permit is to be used will not be in violation of any City of Port Orchard ordinance.

By applying for this special event permit, the organization or entity obtaining such permit agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from all claims, injuries, damages, losses, or suits, including attorney fees and costs, arising out of or in conjunction with the activities or operations performed by the applicant or on the applicant's behalf resulting from the issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

The information on this form is considered a public record and is subject to public disclosure laws in Chapter 42.56 RCW.

I, as the President or Chair of my organization, agree to the terms and conditions listed above.

Signature of President/Chair of Organization

Print Name

Date

FOR CITY CLERK'S OFFICE USE ONLY

Date Special Event Fee Paid (\$100): _____

Receipt No.: _____

Insurance Certificate(s) Received: _____



Legend:

- Food Truck
- Food Tent
- Non-Cooking
- Generator

Groups of non-cooking tents are 2-3 ft apart

58
 57
 56
 55
 54
 53
 52
 51
 45
 46
 47
 48
 49
 50

←20+ ft→
 ←10+ ft→
 ←20+ ft→
 ←20+ ft→
 ←20+ ft→
 ←20+ ft→

FREDERICK
 EXIT

SIDNEY AVE



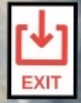
PORT ORCHARD MARINA

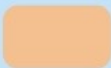
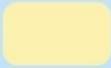

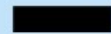
WALKING PATH

FREDERICK

JOSEPHINE'S

DIRT LOT



-  Food Truck
-  Food Tent
-  Non-Cooking 10x10
-  Generator

Groups of non-cooking tents are 2-3 ft apart



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Business Items: 7.A. Adoption of an Ordinance Amending Port Orchard Municipal Code to Establish an Administrative Approval Process for Final Plats, Update Bonding Provisions, and Make Related Amendments (Bond)

Meeting Date: May 12, 2026

Presenter: Nick Bond, Community Development Director

Summary and Background:

The City Council is asked to consider adoption of amendments to the Port Orchard Municipal Code (POMC) that establish an administrative approval process for final plats and update related bonding provisions. The proposed changes align local procedures with state law, streamline subdivision processing, and remove duplicative public hearings that occur after all preliminary plat conditions have been satisfied.

Under current POMC Chapters 20.22, 20.80, and 20.90, final plats are processed as Type IV decisions, requiring public notice, and an additional public hearing. This structure mirrors the preliminary plat process, even though preliminary plats already undergo a full public hearing before the Hearing Examiner.

By the time a final plat is submitted, all conditions of preliminary approval have been addressed through construction and Land Disturbing Activity Permit review. State law treats final plat review as a ministerial action. As a result, a second public hearing provides no additional public benefit and adds unnecessary time and uncertainty to the end of the subdivision process.

In early 2026, staff presented an analysis of these issues to both the Planning Commission and the City Council's Land Use Committee. Both bodies supported development of an administrative pathway for final plat approval. During drafting, staff also identified the need to update bonding provisions in POMC 20.98 to ensure consistency with an administrative process. The proposed ordinance clarifies when bonding may be accepted, which improvements are eligible, and the procedures for reviewing and approving bonds.

The draft ordinance was reviewed by the City Attorney and transmitted to the Washington State Department of Commerce for the required 60-day review. Commerce approved expedited review. A SEPA Determination of Non-Significance (DNS) was issued and no appeals were filed.

A properly noticed public hearing was held before the Planning Commission on March 5, 2026.

No public testimony was provided. The Commission deliberated on the proposed amendments and unanimously recommended approval.

The ordinance would:

- Establish an administrative approval process for final plats.
- Remove the requirement for a second public hearing after preliminary plat approval.
- Update bonding provisions in POMC 20.98 to clarify eligibility, timing, and administrative review procedures.
- Make related housekeeping amendments for consistency across POMC Title 20.

Relationship to Comprehensive Plan: 2 - Land Use
3 - Housing

Recommendation: Staff recommends that the City Council adopt an Ordinance amending the Port Orchard Municipal Code to establish an administrative final plat approval process and update bonding provisions consistent with state law and current development review practices.

Motion for Consideration: “I move to adopt an Ordinance amending the Port Orchard Municipal Code to establish an administrative approval process for final plats, update bonding provisions, and make related amendments as recommended by the Planning Commission.”

Has item been presented to Committee/Work Study? Yes
If so, which one: Land Use Committee
City Council Work Study

Fiscal Impact: None foreseen

Alternatives: Do not approve the Ordinance and provide additional direction to staff.

Attachments:

1. 01 - ORD - FINAL PLAT PROCESSING - ATTY MARKUP 4-15-2026(11226013.2) POST PC

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, REGARDING SUBDIVISIONS, AMENDING PORT ORCHARD MUNICIPAL CODE CHAPTERS 20.22, 20.80, 20.90, AND 20.98 TO UPDATE PROCEDURES FOR SUBDIVISION OF LAND, CREATING AN ADMINISTRATIVE PROCESS FOR FINAL PLAT APPROVAL AND MAKING CONSISTENCY EDITS FOR THE SAME, AMENDING THE FOLLOWING SECTIONS OF THE PORT ORCHARD MUNICIPAL CODE: 20.22.020 (TABLE), 20.22.040, 20.80.020, 20.80.060, 20.90.010, 20.90.040, 20.90.050, 20.90.060, AND 20.98.030, PROVIDING FOR SEVERABILITY, CORRECTIONS, AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orchard has undertaken a comprehensive review of its subdivision and final plat procedures contained in Port Orchard Municipal Code (POMC) Chapters 20.22, 20.80, 20.90, and 20.98 to ensure consistency with state law and to identify opportunities to streamline final plat processing; and

WHEREAS, in late 2025 City staff initiated an evaluation of the City's existing subdivision procedures and identified that the current final plat review process may be duplicative, procedurally burdensome, and not fully aligned with the ministerial nature of final plat approval under state law; and

WHEREAS, staff presented preliminary findings to the Planning Commission in February 2026, outlining concerns that the City's Type IV final plat process, requiring public notice, a public hearing, and a recommendation to the City Council, results in a second public hearing even though all required improvements and conditions of preliminary plat approval have already been satisfied; and

WHEREAS, preliminary subdivisions are processed as Type III permits and already undergo a full public hearing before the Hearing Examiner, whose decision includes binding Conditions of Approval that address applicable code requirements and public comments, thereby providing applicants with clear and predictable standards for subsequent construction and review; and

WHEREAS, requiring an additional public hearing at the final plat stage, after all conditions have been met, is redundant and may introduce unnecessary uncertainty into what state law defines as a ministerial compliance review, and may create confusion and false expectations of the public in relation to issuance of final plat approval; and

WHEREAS, RCW 58.17.100 authorizes a legislative body to delegate final plat approval authority to a planning commission or administrative staff, provided that approval is granted

once the applicant has demonstrated compliance with the conditions of preliminary plat approval and applicable regulations; and

WHEREAS, staff and the Planning Commission have determined that establishing an administrative approval pathway for final plats would streamline the review process, reduce unnecessary procedural steps, and better reflect the ministerial nature of final plat review; and

WHEREAS, staff also identified the need to update POMC 20.98 to provide an administrative mechanism for the acceptance and approval of performance bonds for minor incomplete improvements, ensuring that bonding procedures support and integrate with the administrative final plat approval process; and

WHEREAS, amendments have been prepared to clarify procedural steps, responsibilities, and bonding provisions within POMC Chapters 20.22, 20.80, 20.90, and 20.98, ensuring consistency with state law and supporting an efficient, predictable, and legally compliant final plat review framework; and

WHEREAS, on February 18, 2026 and March 18, 2026 the Land Use Committee reviewed and discussed the proposed amendments; and

WHEREAS, on May 5, 2026 the Planning Commission held a properly noticed public hearing on the proposed amendments, take testimony, deliberate, and forward a recommendation of approval to the City Council in accordance with POMC procedures; and

WHEREAS, the City Council finds that the proposed amendments promote efficient administration, reduce unnecessary procedural duplication, and align the City’s subdivision regulations with state law requirements for ministerial final plat review; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby adopts the above recitals as findings in support of this Ordinance.

SECTION 2. Section Table 20.22.020 “Permit Review Classifications” of the Port Orchard Municipal Code is hereby amended to read as follows:

Table 20.22.020 – Permit Review Classifications.

Table 20.22.020 – Permit Review Type Classifications				
Type I Director Decision Judicial Appeal	Type II Director Decision HE Appeal	Type III HE Decision Judicial Appeal	Type IV City Council Decision Judicial Appeal	Type V City Council Decision GMHB Appeal

Building Permit ¹ (Subtitle X of this title)	Short Plat, Unit Lot Subdivisions, Preliminary, Alteration of Preliminary, Alteration of Final, Vacation of Final (Chapters 20.86 and 20.96 POMC)	Preliminary Plat, Preliminary Plat Major Modifications, Alteration of Final, Vacation of Final (Chapters 20.88 and 20.96 POMC)	Final Plat (Chapter 20.90 POMC)	Development Agreement (Chapter 20.26 POMC)
Binding Site Plan, Final (Chapter 20.94 POMC)	Temporary Use Permit (Chapter 20.58 POMC)	Variance (Chapter 20.28 POMC)	Site-Specific Rezone without Comprehensive Plan Amendment (Chapter 20.42 POMC)	Comprehensive Plan Amendment – Land Use Map Amendment, Text Amendment (Chapter 20.04 POMC)
Preliminary Plat – Minor Modifications (Chapter 20.88 POMC)	Binding Site Plan – Preliminary, Alteration of Preliminary, Alteration of Final, Vacation of Final (Chapter 20.94 POMC)	Conditional Use Permit (Chapter 20.50 POMC)		Legislative Zoning Map Amendment (Chapter 20.06 POMC)
Minor Land Disturbing Activity Permit (Chapter 20.140 POMC and POMC § 20.150.100)	Stormwater Drainage Permit (Chapter 20.150 POMC)	Shoreline Substantial Development Permit, Conditional Use Permit, and Nonadministrative Variance (Chapter 20.164 POMC)		POMC Title 20 Code Amendment (Chapter 20.06 POMC)
Boundary Line Adjustment (Chapter 20.84 POMC)	Sign Permit (if SEPA required) (Chapter 20.132 POMC)	Planned Residential Developments		Annexations ²
Code Interpretation (Chapter 20.10 POMC)	Shoreline Substantial Development Permit, Administrative (Chapter 20.164 POMC)	Final Plat – Alteration or Vacation (Chapter 20.96 POMC)		
Legal Nonconforming Permit (Chapter 20.54 POMC)	Sign Variance (Chapter 20.132 POMC)	View Protection Overlay District (VPOD) Variance (POMC § 20.38.860)		
Short Plat, Final (Chapter 20.86 POMC)	Major Land Disturbing Activity Permit (Chapter 20.140 POMC and POMC § 20.150.100)	Flood Damage Prevention Variance (Chapter 20.170 POMC)		
Sign Permit (if SEPA not required) (Chapter 20.132 POMC)	Variance – Administrative (Chapter 20.28 POMC)	Flood Damage Prevention Appeal (Chapter 20.170 POMC)		
Master Sign Plan	Final Plat (Chapter 20.90 POMC)			
Shoreline Permit Exemption (Chapter 20.164 POMC)				
Temporary Use Permit, Extension (Chapter 20.58 POMC)				

SECTION 3. Section 20.22.040 of the Port Orchard Municipal Code is hereby amended to read as follows:

20.22.040. Type II (administrative decision, hearing examiner appeal).

- (1) General. Type II applications are defined pursuant to POMC § 20.22.020. All Type II applications must meet all applicable requirements of the POMC in addition to the requirements specified below.
- (2) Preapplication Conference. Type II actions are required to participate in a preapplication conference pursuant to POMC § 20.24.010. A limited preapplication conference may be allowed for projects that do not require substantial review by other departments such as variances and design review without SEPA or street improvement requirements.
- (3) Notice of Application. Type II applications require a notice of application pursuant to Chapter 20.25 POMC.
- (4) Review of Application.
 - (a) The director shall commence permit review pursuant to Chapter 20.24 POMC. The director shall determine which city departments are responsible for reviewing or commenting on an application and shall ensure the affected departments receive a copy of the application, or appropriate parts of the application.
 - (b) Following a determination of technical completeness and determination of consistency pursuant to POMC § 20.24.090, the director shall approve, approve with conditions, or deny all Type II applications. Conditions may be imposed directly on the plans (red-lining), through other documentation reflected on the plans, or in a written staff report or other decision document, to ensure the requirements of city codes and regulations are met without going through another correction cycle before permit issuance.
- (5) Public Hearing. No public hearing is required for Type II decisions.
- (6) Decision. Type II decisions are subject to the maximum 100-day timeline requirement pursuant to POMC § 20.24.110. A decision for a Type II action shall be made in writing by the director and shall include the following information:
 - (a) A description of the proposal and a listing of permits or approvals included in the application;
 - (b) A statement of the applicable criteria and standards in this code and other applicable law;

-
- (c) A statement of background information and facts relied upon by the department which show the application does or does not comply with the approval criteria;
- (d) A summary of public comment received and how the department or applicant responded to the public comments or concerns; and
- (e) The decision to deny or approve the application and, if approved, any conditions of approval necessary to ensure the proposed development will comply with applicable law.
- (7) Notice of Decision. Public notice of a Type II decision shall be provided pursuant to POMC § 20.24.100. Notice of a short plat or binding site plan shall be provided in the same manner as notice of application as set forth in Chapter 20.25 POMC.
- (8) Administrative Appeal. A Type II decision, except for shoreline substantial development permits and shoreline variances, may be appealed to the hearing examiner within 14 calendar days of the notice of decision. A decision on a shoreline substantial development permit or shoreline variance may be appealed to the State Shorelines Hearings Board pursuant to Chapter 20.164 POMC. Shoreline appeal procedures and information are available from the department or from the State Department of Ecology. Administrative appeals of director decisions to the hearing examiner are to be made on forms provided by the city and shall include the following information:
- (a) A brief statement regarding how the appellant is significantly affected by or interested in the matter appealed;
- (b) A specific clear and comprehensible statement of the appellant's issues on appeal, noting appellant's specific exceptions and objections to the decision or action being appealed;
- (c) The specific relief requested, such as reversal or modification; and
- (d) Signature, address, and phone and fax number of the appellant, and name and address of appellant's designated representative, if any.
- (9) Judicial Appeal. The decision of the hearing examiner on a Type II appeal may be appealed to superior court.
- (9)(10) For Final Plats, no notice of application or public hearing is required. Decisions are ministerial and may be appealed to the Hearing Examiner within 14 days.

SECTION 4. Section 20.80.020 “Authority” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.80.020. Authority.

This subtitle is adopted pursuant to the provisions of Chapter 58.17 RCW and the general police powers granted to the city pursuant to Chapters 35A.13 and 35A.63 RCW and other applicable laws. Pursuant to RCW 58.17.100, City Council delegates final plat approval authority to the Director as an administrative decision under Chapter 20.22 POMC.

SECTION 5. Section 20.80.060 “Document forms” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.80.060. Document forms.

All short plats, final plats, unit lot subdivisions, replats or binding site plans shall contain the elements listed in RCW 58.17.160. In addition, the legal description of the subdivision, unit lot subdivision, binding site plan, or boundary line adjustment, and easements, dedications, acknowledgements, and other statements, shall appear substantially in the form as follows, based on the type of land division to be recorded:

(1) Easements (Sample Utility Easement).

An easement is reserved for and granted to (the names of all the utilities, public and private, serving the area) and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by exercise of rights and privileges herein granted.

(2) Dedication. Roads not dedicated to the public must be clearly marked on the face of the plat. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the said donee or donees, grantee or grantees, for their use for the purpose intended by the grantors or donors.

Know All Persons by these Presents that we, the undersigned owners in the fee simple or contract purchaser and mortgage holder of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown thereon and use thereof for all public

purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the streets and avenues shown hereon. The undersigned owners hereby waive all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. This subdivision has been made with our fee consent and in accordance with our desires.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __ day of _____

[Signature blocks and Notary Certificate to follow.]

- (3) Acknowledgements or Notary Certificate. The forms for notary certificates are set forth in RCW 42.44.100.
- (4) Surveyor's Certificate.

I hereby certify that the plat of _____ is based upon a complete and actual survey and subdivision of Section_, Township_, Range_, East W.M.; that the courses and distances are shown correctly thereon, that the monuments have been set and the lot and block corners staked correctly on the ground; that this is a true and correct representation of the lands actually surveyed and that I have fully complied with the provisions of the statutes and platting regulations.

Certificate: _____

Expiration: _____

Date: _____

- (5) City Engineer's Approval.

I hereby certify that this final/short plat/unit lot subdivision, is consistent with all applicable Town/City improvement standards and requirements in force on the date of preliminary/short plat approval. I have approved this final/short plat/ unit lot subdivision as to the layout of streets, alleys and other rights-of-way, design of bridges, sewage and water systems and other structures. Examined and approved by me this __day of __, 20__.

City Engineer.

(6) Community Development Director's Approval.

I hereby certify that this final/short plat/unit lot subdivision is consistent with all applicable Town/City improvement standards and requirements in force on the date of preliminary/short plat approval. I have approved this final/short plat/ unit lot subdivision, as to the layout of streets, alleys and other rights-of-way, design of bridges, sewage and water systems and other structures. Examined and approved by me this ___day of __, 20__.

Community Development Director.

(7) ~~City Council~~ Final Plat Approval.

SURVEYOR'S CERTIFICATE

I hereby certify that this plat is based upon a complete and actual survey and subdivision of Section _____, Township _____, Range _____, East W.M.; that the courses and distances are shown correctly thereon; that the monuments have been set and the lot and block corners staked correctly on the ground; that this is a true and correct representation of the lands actually surveyed and that I have fully complied with the provisions of the statutes and platting regulations.

Registered Land Surveyor

Certificate No. _____ Date: _____

CITY ENGINEER'S APPROVAL

I hereby certify that this final plat is consistent with all applicable City improvement standards and requirements in force on the date of preliminary plat approval. I have approved this final plat as to layout of streets, alleys, rights-of-way, design of bridges, sewage and water systems, and other structures.

City Engineer Date: _____

COMMUNITY DEVELOPMENT DIRECTOR'S APPROVAL

Pursuant to RCW 58.17.100 and delegated authority under POMC, I hereby approve this final plat, finding that it conforms to the terms of preliminary plat approval and applicable City and State law.

Community Development Director Date: _____

HEALTH/WATER-SEWER RECOMMENDATION

Recommendation for approval provided by:

Local Health Department / Water-Sewer Utility Date: _____

CITY FINANCE DIRECTOR CERTIFICATION

I hereby certify that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied, or discharged.

City Finance Director Date: _____

COUNTY TREASURER CERTIFICATION

This is to certify that all taxes heretofore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office.

County Treasurer Date: _____

COUNTY AUDITOR RECORDING

Filed at the request of _____ this _____ day of _____, 20____, and recorded in Volume _____ of Plats, Page(s) _____, Records of _____ County, Washington.

County Auditor Approved by the City Council of the City of _____, this _____ day of _____.

~~Mayor~~

ATTEST:

~~City Clerk~~

(8) City Finance Director Approval.

I hereby certify that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

Executed this __ day of ____, 20__.

Finance Director

(9) County Treasurer Approval.

This is to certify that all taxes heretofore levied and which has become a lien upon the lands herein described, have been fully paid and discharged, according to the records of my office, up to and including the year __.

Executed this __ day of ____, 20__.

County Treasurer

(10) County Auditor.

Filed at the request of _____, this day of _____, 20__, and recorded in Volume _____ of Plats, page(s) _____, Records of _____ County, Washington.

County Auditor

SECTION 6. Section 20.90.010 “Decision type – Review procedure” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.90.010. Decision type – Review procedure.

A final plat is a Type ~~IV~~II land use decision and shall be subject to the requirements of and processed in accordance with the procedures for such applications and decisions as set forth in Chapter 20.22 POMC. However, Final Plats do not require a public hearing or notice of application. A Final Plat Decision shall be issued by the Director consistent with POMC 20.90.040 and may be appealed to the Hearing Examiner.

SECTION 7. Section 20.90.040 “Criteria for approval” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.90.040. Criteria for approval.

The Director shall verify and document all of the following before granting final plat approval:~~A final plat application shall be approved if the subdivision proposed for approval:~~

- (1) That the final plat m~~Meets~~ all general requirements for plat approval as set forth in POMC § 20.88.040; ~~and~~
- (2) That the final plat s~~Substantially~~ conforms to all terms of the preliminary plat approval; ~~and~~
- (3) That the final plat m~~Meets~~ the requirements of Chapter 58.17 RCW, other applicable state laws, this chapter, and any other applicable city ordinances which were in effect at the time of preliminary plat approval;~~;~~
- (4) Confirmation that the engineering elements of the final plat meet all applicable city standards and requirements;
- (5) That a w~~Written~~ recommendation for approval has been received from the local health department or the agency furnishing water and sewer services;
- (6) That performance and/or maintenance bonds have been provided consistent with the requirements of POMC 20.98.030 to guarantee completion of required public improvements;
- (7) A survey has been prepared and certified by a licensed land surveyor in compliance with RCW 58.09 and RCW 58.17.250; and
- ~~(3)~~(8) Certification that all taxes and delinquent assessments for the property have been paid.

SECTION 8. Section 20.90.050 “Time limitation for approval” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.90.050. Time limitation for approval.

The final decision to approve or deny a final plat shall be made within 30 calendar days after the final plat application ~~was is determined complete~~ filed, unless the applicant consents to an extension of such time period.

SECTION 9. Section 20.90.060 “Recording – Expiration” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.90.060. Recording – Expiration.

- (1) All final subdivisions shall be filed for record with the office of the Kitsap County auditor. The applicant shall furnish one copy of the recorded document to the department and one copy shall be filed with the office of the Kitsap County assessor.
- (2) Approvals of final subdivisions shall automatically expire if the plans are not recorded within one year of the written approval date.
- ~~(2)~~(3) Lots may not be sold until final plat is approved and recorded with County Auditor.

SECTION 10. Section 20.98.030 “Bonds” of the Port Orchard Municipal Code is hereby amended to read as follows:

20.98.030. Bonds.

- (1) Authority to Accept Performance Bond May Be Posted in Lieu of Construction. The city, in its sole discretion, may waive the requirement that the public facilities or other improvements and dedications required under this chapter be completed/satisfied prior to the recording of the short plat or approval of the final plat, final unit lot subdivision, or final binding site plan, as long as the applicant posts a bond in accordance with this section. The city's decision to allow the applicant to post a bond allows the applicant to apply for building permits for lots in the plat, unit lot subdivision, or binding site plan before the dedications have been made or the improvements constructed.
- (2) When Performance Bond Is Appropriate. The city may consider a number of factors in the determination whether to allow a bond to be posted by an applicant, including, but not limited to:
 - (a) The date of the applicant's request to post a bond in light of the deadline for

recording of the short plat, or the deadline for submission of final plat, final unit lot subdivision, or final binding site plan applications, and the applicant's progress to date toward the completion of the public facilities;

- (b) The consequences that could result from the applicant's construction of the homes or other development contemplated by the proposed approval, before the necessary public facilities are completed/installed; and
 - (c) Any other issues that may affect the public health and safety.
- (3) **Acceptable Bonds.** No bond shall be accepted by the city unless it is submitted on the form approved in advance by the city attorney and from a bonding company licensed to do business in the state of Washington. The city engineer shall determine the amount of the bond, which shall be no less than 150 percent of the estimated cost of the public facilities or improvements. The city engineer shall make a recommendation as to the length of the ~~bond~~ time for completion of the bonded improvements, which shall be no longer than two years after the final approval.
- (4) **Warranty Bond.** Once the public facilities have been constructed, the dedications made, and city has inspected and approved the public facilities, the applicant shall provide the city with a warranty bond meeting all the requirements of this section to ensure the successful operation of the public facilities, for a period of two years after such inspection and approval.
- (5) **Delegation of Authority for Bond Acceptance.** The Community Development Director is delegated the authority to accept performance and/or maintenance bonds associated with final plat approvals, consistent with this section and POMC 20.90. Such bonds may only be accepted for improvements or dedications that, if deferred, will not create an adverse impact on the public's health, safety, or general welfare.
- ~~(4)~~(6) **Limitation on Delegated Authority.** If a proposed bond would cover improvements that are necessary to protect the public's health, safety, or general welfare, the authority to accept such bond remains with the City Council. In such cases, the Director shall prepare a recommendation and forward the bond agreement to the City Council for consideration and approval.

SECTION 11. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 12. Corrections. Upon the approval of the city attorney the city clerk, and/or the code publisher is authorized to make any necessary technical corrections to this ordinance,

including but not limited to the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 13. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 14. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this ____ day of _____ 2026.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Wallace, MMC, City Clerk

, Councilmember

APPROVED AS TO FORM:

Charlotte A. Archer, City Attorney

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.B. Adoption of an Ordinance Approving the Development Agreement with McCormick Communities, LLC for the McCormick Urban Village (Bond)

Meeting Date: May 12, 2026

Presenter: Nick Bond, Community Development Director

Summary and Background:

This staff report provides background and analysis to support the City Council’s consideration of an ordinance approving a Development Agreement between the City of Port Orchard and McCormick Communities, LLC for the McCormick Urban Village. Earlier this evening, the City Council conducted a duly noticed public hearing on the proposed Agreement. No further public testimony will be taken as part of Council action on the ordinance.

The Development Agreement applies to approximately 24 acres at Feigley Road W and Yarrow Street, planned for development as the McCormick Urban Village. The project envisions a mixed-use neighborhood including approximately 378 middle-housing units, 31,700 square feet of commercial retail space, and associated infrastructure. The site is located near a future school site and within proximity to existing and planned public parks. The intent is to create a walkable neighborhood center that integrates middle housing, pedestrian-oriented commercial uses, and compact infrastructure to serve the surrounding residential area.

The Agreement establishes vested development standards under Chapter 20.26 POMC and RCW 36.70B. To achieve the design objectives of the Urban Village, the Developer requests flexibility from several City development standards. These departures are intended to support superior design, respond to site constraints, and enhance walkability. The Agreement includes the following departures:

- Use of pervious surface alternatives where impervious coverage cannot remain under 80 percent.
- Allowance for parking in excess of minimum requirements.
- Authorization for porches and stairs to extend into the front-yard setback while maintaining a minimum two-foot setback.
- Reduction of required façade-variation elements to a minimum of one.
- Permission to use board-and-batten siding on visible façades without the otherwise required masonry element.
- Reduced setbacks for detached garages and carriage units on constrained non-standard lots.

- Modified window-transparency requirements for commercial storefront and non-storefront commercial or mixed-use zones.
- All departures remain subject to applicable State building codes, which control in the event of conflict.

In exchange for the design flexibility provided, the Developer agrees to complete the full design of the Parish Creek Augmentation Station, a water-system improvement identified in the City's adopted Water System Plan that will increase permitted pumping capacity at Well 11. Design work will begin once the City has secured the necessary easements and mapping for the augmentation route. Upon completion, the Developer will assign all design rights to the City. The Agreement also commits the parties to negotiate an amendment to the 2022 Water Capital Facilities Charge Credit Agreement (C048-22) to allow the Parish Creek Augmentation Station to qualify for credit, without modifying unrelated portions of the 2022 agreement unless mutually agreed.

The application for the Development Agreement was submitted on September 18, 2025, and processed consistent with POMC 20.26 and state law. Public notice for the hearing was issued in accordance with POMC 20.25. A SEPA Determination of Non-Significance was issued on April 23, 2026, and no appeals were filed.

Relationship to Comprehensive Plan: 2 - Land Use
3 - Housing

Recommendation: Staff finds that the Development Agreement supports the City's goals for housing variety, neighborhood-serving commercial uses, and coordinated infrastructure planning. Staff further finds that the public benefit associated with the Parish Creek Augmentation Station design is proportional to the flexibility requested.

Motion for Consideration: "I move to adopt an Ordinance approving the Development Agreement between the City of Port Orchard and McCormick Communities, LLC for the McCormick Urban Village and authorizing the Mayor to execute the Agreement."

Has item been presented to Committee/Work Study? No

If so, which one: Land Use Committee
Work Study

Fiscal Impact: None Foreseen

Alternatives: Do not approve the Ordinance and provide staff additional direction related to the Development Agreement.

Attachments:

1. ORD - Development Agreement - McCormick North 20260505(11234932.1)
2. McCormick North Development Agreement 2026(11188220.7) with Exhibits

ORDINANCE NO. __ -26

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORT ORCHARD AND McCORMICK COMMUNITIES, LLC FOR THE McCORMICK URBAN VILLAGE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to RCW 36.70B.170, the City Council has the authority to review and enter into development agreements that govern the development and use of real property within the City; and

WHEREAS, the City Council has adopted standards and procedures governing the City's use of development agreements, codified at Chapter 20.26 of the Port Orchard Municipal Code (POMC); and

WHEREAS, McCormick Communities, LLC ("Developer") owns or controls approximately 24 acres of property located at Feigley Road W and Yarrow Street, identified in the Development Agreement as the "Subject Property"; and

WHEREAS, on September 18, 2025, the Developer submitted an application for a Development Agreement pursuant to Chapter 20.26 POMC; and

WHEREAS, the Development Agreement establishes vested development standards, identifies permitted uses and development intensities, provides design departures, and outlines obligations of both parties, including the Developer's agreement to design the Parish Creek Augmentation Station as consideration for the requested flexibility; and

WHEREAS, the City provided public notice of the Development Agreement and of the May 12, 2026 public hearing in accordance with POMC 20.25; and

WHEREAS, on April 23, 2026, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed Development Agreement; and

WHEREAS, the Port Orchard City Council held a duly noticed public hearing on May 12, 2026, received public testimony, and reviewed the proposed Development Agreement, staff report, and related materials; and

WHEREAS, the City Council finds that the Development Agreement is consistent with the

City's Comprehensive Plan, applicable development regulations, and the public interest; and

WHEREAS, the City Council, after careful consideration of the Development Agreement and all public comments and testimony, finds that the Development Agreement is consistent with the City's Comprehensive Plan and development regulations, the Growth Management Act, Chapter 36.70A RCW, and that the amendments herein are in the best interests of the residents of the City; **now, therefore,**

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Findings. The City Council adopts all of the "Whereas" sections of this ordinance and all "Whereas" sections of the Development Agreement as findings in support of this ordinance.

SECTION 2. Authorization to Execute. The City Council approves of and authorizes the Mayor to execute the Development Agreement with McCormick Communities, LLC, as provided in "Exhibit A" of this Ordinance.

SECTION 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Corrections. Upon the approval of the city attorney, the city clerk and/or code publisher is authorized to make any necessary technical corrections to this Ordinance or to Exhibit "C", including but not limited to the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers, and any reference thereto.

SECTION 5. Effective Date. This Ordinance shall be published in the official newspaper of the city and shall take full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of publishing the entire Ordinance, as authorized by state law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 12th day of May, 2026.

Robert Putansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Sponsored by:

Charlotte A. Archer, City Attorney
PUBLISHED:

Jay Rosapepe, Council Member

EFFECTIVE DATE:

EXHIBIT A: DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORT ORCHARD AND
McCORMICK COMMUNITIES, LLC FOR THE DEVELOPMENT OF McCORMICK
URBAN VILLAGE

EXHIBIT A: McCORMICK COMMUNITIES, LLC, DEVELOPMENT AGREEMENT FOR THE
DEVELOPMENT OF McCORMICK URBAN VILLAGE

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF PORT ORCHARD AND McCORMICK
COMMUNITIES, LLC FOR THE DEVELOPMENT OF McCORMICK URBAN
VILLAGE**

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Port Orchard, a non-charter, optional code Washington municipal corporation, hereinafter the “**City**,” and McCormick Communities, LLC, a Washington limited liability company, hereinafter the “**Developer**” (individually, a “**Party**” and collectively, the “**Parties**”). The Parties hereby agree as follows:

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, Port Orchard adopted Chapter 20.26 of the Port Orchard Municipal Code (“POMC”) which establishes the standards and procedures for Development Agreements in Port Orchard; and

WHEREAS, Chapter 20.26 POMC is consistent with State law; and

WHEREAS, the Property previously had a development agreement which was approved on November 9, 2010 (Contract 068-10) for the development of the Property, however, that development agreement expired on November 9, 2025; and

WHEREAS, the Developer applied for a new Development Agreement on September 18, 2025 under Chapter 20.26 POMC and such Agreement has been processed consistently with the POMC and State law; and

WHEREAS, on June 7, 2022, the Developer submitted a complete application for a 153 lot subdivision for the Property LU22-Plat-Prelim-02 which vested the Property to the POMC on the date of submittal; and

WHEREAS, on April 8, 2025, the City Council approved Resolution 015-25 granting final plat to McCormick North Village Residential East, the final plat associated with LU22-Plat-Prelim-02; and

WHEREAS, this Development Agreement by and between the City of Port Orchard and the Developer (hereinafter the “Development Agreement”), relates to the development known as the McCormick Urban Village, which is located at: Feigley Road W and Yarrow St (Kitsap County Tax Parcel numbers for the Subject Property are attached to this Agreement as **Exhibit B**) (hereinafter the “**Subject Property**”); and

WHEREAS, the Subject Property is close to a future school site and close to public parks; and

WHEREAS, the Developer’s project will help to create a walkable neighborhood center near to schools and parks that includes middle housing and provides needed commercial services and amenities for densifying residential areas; and

WHEREAS, it is in the City’s and the public’s interest to facilitate the expedited development of the Developer’s Project in order to provide services and amenities for residents and to enable the creation of housing that is affordable for more individuals and families; and

WHEREAS, by increasing density with middle housing and developing commercial retail in the same area, the McCormick Urban Village will reduce vehicular traffic, and create a more walkable neighborhood center which will improve quality of life for residents located within and near the Subject Property; and

WHEREAS, in order to facilitate the project having superior design principles, some flexibility on applicable code provisions is appropriate and is off set by the public benefit of having a development with superior design; and

WHEREAS, as consideration to the City for the design flexibility described herein, McCormick agrees to begin design on the City’s Parish Creek Augmentation Station, a water system improvement identified in the City’s water system plan that will increase the city’s allowed pumping rates at Well 11; and

WHEREAS, the Parties agree to revisit the 2022 Water Capital Facilities Charge Credit Agreement (C048-22) to add the Parish Creek Augmentation Station project (a subset of CIP project #22 as identified in the City’s water system plan) to the agreement and to outline the terms of the credit as it relates to the design and construction of this project, pursuant to POMC 13.04.030, after the city secures all necessary easements and maps; and

WHEREAS, the Developer shall be under no obligation to amend other sections of the 2022 Water Capital Facilities Charge Credit Agreement unrelated to the addition of this one project, unless mutually agreed upon; and

WHEREAS, in consideration of the benefits conferred by this new Agreement, which reflect the current plans of both the City and the Owner, the Parties deem it in their best interests to enter into this Agreement; and

WHEREAS, the City Council held a public hearing on May 12, 2026 regarding this Agreement; and

WHEREAS, after a public hearing, by Ordinance No. [xxx], the City Council authorized the Mayor to sign this Agreement with the Owner.

AGREEMENT

Section 1. The Project. The Project is the development and use of the Property, consisting of 24 acres in the City of Port Orchard. The Project consists of the development of the McCormick Urban Village which is expected to be comprised of 378 middle housing units, 31,700 square feet of retail, and 230,000 square feet of additional infrastructure improvements (“**Project**”).

Section 2. Developer’s Property. The Project site is legally described and depicted in Exhibit “A” and is attached hereto and incorporated herein by this reference (“**Subject Property**” or “**Property**”).

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Ordinance” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200 and Chapter 20.26 POMC.

b) “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) “Council” means the duly elected legislative body governing the City of Port Orchard.

d) “Design Guidelines” means the design requirements contained in the Port Orchard Municipal Code.

e) “Director” means the City’s Community Development Director or Director of Planning and Building.

f) “Effective Date” means the effective date of the Adopting Ordinance.

g) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Port Orchard in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building design guidelines. Existing Land Use Regulation does not include non-land use regulations, which include taxes, impact fees, utility connection fees, storm water control regulations, and all construction codes (i.e., International Residential Code, International Building Code, Energy Code, etc.).

h) “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. Exhibits. Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Subject Property.
- b) Exhibit B – List of Parcels of the Subject Property to which this Development Agreement applies.
- c) Exhibit C – Final Plat Map McCormick Woods Village East approved by Resolution No. 15-25.
- d) Exhibit D – Preliminary Plat Conceptual Map for McCormick LU24-Plat-Prelim-01.
- e) Exhibit E – Description and components for Parish Creek Augmentation Station

These exhibits are each attached to this Agreement and incorporated herein by this reference as if set forth in full.

Section 5. Parties to Development Agreement. The Parties to this Agreement are:

- a) The “City” is the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366.
- b) The “Developer” or “Property Owner” is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 805 Kirkland Ave., Suite 200, Kirkland, WA 98033-8150.

Section 6. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of

ten (10) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer.

Section 8. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer. Notwithstanding this Agreement, except as modified by this Agreement, the Developer is vested to the land use control ordinances in effect at the time of its application for the subdivisions under application number LU22-Plat-Prelim-02, LU24-Plat-Prelim-01, and the final plat approved via Resolution 15-25. Provided, however, that, consistent with state law, this Agreement does not vest the Developer to standards which are not considered “land use control ordinances.”

Section 9. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

Section 10. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City’s code, and shall not require an amendment to this Agreement, provided however, that amendments to related plats shall be processed under Chapter 20.88 POMC.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Required Public Improvement Design.

a) Developer acknowledges and agrees that as a condition of granting this Agreement, that Developer will design the City’s Parish Creek Augmentation Station (“**Water System Improvement**”). The Water System Improvement is identified in the City’s water system plan and will increase the City’s allowed pumping rates at Well 11. The Water System Improvement shall be designed to City standards and meet the requirements set forth in **Exhibit E** which is attached hereto and incorporated herein by this reference.

b) Developer will commence design only after city has secured the necessary easements

and mapping of the augmentation route and location.

c) Once Developer has completed design of the Water System Improvement, Developer shall assign all rights to the design to the City. All design costs will be eligible for a credit pursuant to POMC 13.04.030 under a future agreement between the Parties as described in “d” below.

d) The Parties entered into a prior agreement for water facility improvements in 2022. That agreement was titled the Water Capital Facilities Charge Credit Agreement (C048-22) (“**Water Credit Agreement**”). The Parish Creek Augmentation Station project is not included in the Water Credit Agreement. The Parties agree to negotiate in good faith to amend the Water Credit Agreement to provide credit for the design and possible construction of the Water Improvements set forth in this Agreement.

Section 13. Existing Fees and Charges.

Reserved.

Section 14. Design Flexibility; Departures Granted. The City grants the following design departures for this Development Project:

a) **Lot Coverage (single family, Fourplex, Courtyard Apartments) (POMC 20.34.030).** The following pervious solutions listed below shall be acceptable when impervious percentage is not possible to remain under 80%. These departures are only granted to the extent that the improvements meet ADA compliance.

1. Pervious Concrete
2. Porous Asphalt
3. Permeable Interlocking Concrete Pavers (PICP)

b) **Parking (excess stalls) (POMC 20.38.270; POMC 20.124.100; POMC 20.124.150).** Parking stalls on private property in excess of the minimum development code requirements are exempt from POMC 20.124.100 and 20.124.150 but must be concrete, asphalt, paver tile surface, or other similar paving.

c) **Porch Standards (POMC 20.122.060).** Porches & stairs can extend into the front yard setback, provided at least 2 feet is maintained from the lot line, and no more than 20% of buildings in any one contiguous streetscape is less than 3’ from Right of Way, provided, however, this departure shall not relieve the builder from any requirements of the building code. If there is a conflict between the building code and this Agreement, the building code shall prevail.

d) **Façade Variation (POMC 20.139.035.(3)(a).iii.B).** The minimum alternative elements to meet different façade elevations variation shall be 1.

e) **Siding Materials (POMC 20.139.040.1.b).** Board-and-batten siding without masonry permitted on façades observable from any street or public space.

f) **Detached Garages and Carriage Units (POMC 20.38.230).** Detached garages

and carriage units are permissible along the frontage on non-standard lots constrained by critical areas or other limitations. The detached garage and carriage unit façade shall have a reduced side street and primary set back of 2' to allow the necessary separation from the critical areas.

g) **Transparency (Windows) (POMC 20.32.130 and 20.32.140).** Thirty percent (30%) minimum transparency in Commercial Storefront Zones and twenty percent (20%) minimum transparency for nonresidential zones, commercial zones that are not in Commercial Storefront Zones, and second stories in all zones.

Section 15. Default.

a) Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

b) After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Port Orchard Municipal Code for violations of this Development Agreement and the Code.

Section 16. Termination. This Agreement shall expire and/or terminate as provided below:

a) This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

b) This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement and submits applications for development of the Property that are inconsistent with such permits and approvals.

c) This Agreement shall terminate upon the expiration of the term identified in Section 7, which expiration date is [INSERT DATE] or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and

effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

d) Termination and Modification. Upon termination, any further development of the property shall conform to the development regulations applicable to the property at the time of permit application. The Developer understands that under POMC 20.25.020(7), the City is prohibited from modifying this development agreement by extending the termination date. The Developer further understands that any request for a modification shall be consistent with the city's development regulations applicable to the property at the time of the request, not the original execution date of this Development Agreement.

Section 17. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 18. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the then existing planning and zoning laws).

Section 19. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement with a sale of the underlying property. The Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 20. Binding on Successors; Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 21. Amendment to Agreement; Effect of Agreement on Future Actions. Modifications to this Agreement shall be in writing, signed by the duly authorized representatives

of the parties, be consistent with chapter 20.26 POMC, and, where considered substantive as determined by the director, follow the same procedures set forth in chapter 20.26 POMC. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

Section 22. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 23. Notices. Notices, demands, and correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 24. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 25. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Kitsap County Superior Court or the U.S. District Court for Western Washington.

Section 26. No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not create any rights enforceable by any party who is not a party to this Agreement.

Section 27. City's right to breach. The parties agree that the City may, without incurring any liability, engage in action that would otherwise be a breach if the City makes a determination on the record that the action is necessary to avoid a serious threat to public health and safety, or if the action is required by federal or state law.

Section 28. Developer's Compliance. The City's duties under the agreement are expressly conditioned upon the Developer's or Property Owner's substantial compliance with each and every term, condition, provision and/or covenant in this Agreement, including all applicable federal, state, and local laws and regulations and the Developer's/Property Owner's obligations as identified in any approval or project permit for the property identified in this Agreement.

Section 29. Limitation on City's Liability for Breach. Any breach of this Agreement by the City shall give right only to damages under state contract law and shall not give rise to any liability under Chapter 64.40 RCW, the Fifth and Fourteenth Amendments to the U.S. Constitution, or similar state constitutional provisions.

Section 30. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer. In such event, Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 31. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof.

Section 32. Recording. This Agreement shall be recorded against the Subject Property with the real property records of the Kitsap County Auditor. During the term of the Agreement, it is binding upon the owners of the property and any successors in interest to such property.

Section 33. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

McCORMICK COMMUNITIES, LLC:

CITY OF PORT ORCHARD

By _____

By _____

Its _____

Robert Putaanssu
Its Mayor

ATTEST:

Brandy Wallace, CMC, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Patrick Schneider
Attorney for McCormick Communities

Jennifer Robertson
City Attorney's Office

NOTARY BLOCK FOR PORT ORCHARD

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that **Robert Putaansuu** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Mayor of Port Orchard** to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: _____, 2026.

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

Mar 23, 2026

CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

EXHIBIT A

LEGAL DESCRIPTION OF PERIMETER OF AFFECTED PROPERTIES

ALL LOTS AND TRACTS OF MCCORMICK WOODS VILLAGE EAST, ACCORDING TO THE PLAT RECORDED IN VOLUME 37 OF PLATS, PAGE(S) 43-53, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON;

TOGETHER WITH LOTS 1 AND 3, CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP 01), RECORDED IN VOLUME 24 OF SHORT PLATS, PAGE 152 THROUGH 153, UNDER AUDITOR'S FILE NO. 202208230176, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., RECORDS OF KITSAP COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF PORT ORCHARD FOR SW BELLEVUE WAY, AS DESCRIBED IN RIGHT OF WAY DEDICATION DEED RECORDED UNDER AUDITOR'S FILE NO. 202504230029.

ALL SITUATE IN KITSAP COUNTY, WASHINGTON.

Mar 23, 2026

CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

EXHIBIT B

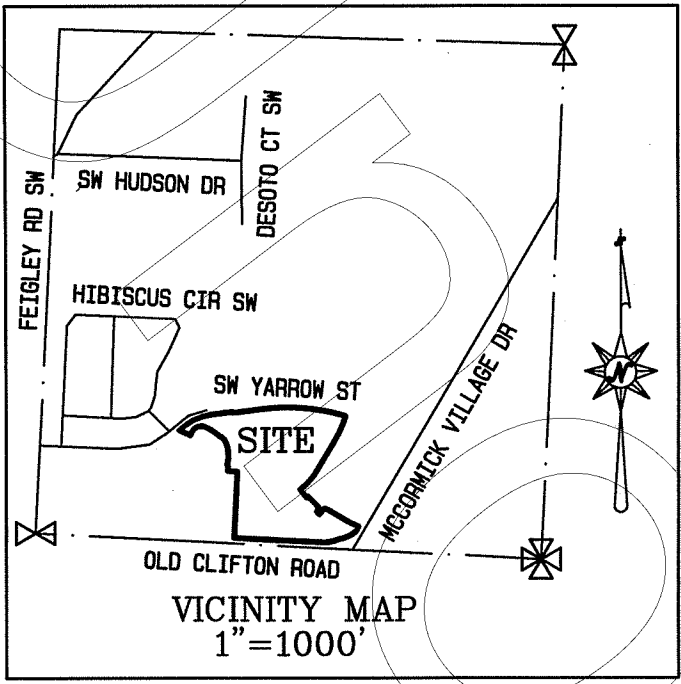
List of Parcels

Parcel Number	Lot Designation	Parcel Number	Lot Designation
5735-000-001-0000	1	5735-000-042-0001	42
5735-000-002-0009	2	5735-000-043-0000	43
5735-000-003-0008	3	5735-000-044-0009	44
5735-000-004-0007	4	5735-000-045-0008	45
5735-000-005-0006	5	5735-000-046-0007	46
5735-000-006-0005	6	5735-000-047-0006	47
5735-000-007-0004	7	5735-000-048-0005	48
5735-000-008-0003	8	5735-000-049-0004	49
5735-000-009-0002	9	5735-000-050-0000	50
5735-000-010-0009	10	5735-000-051-0009	51
5735-000-011-0008	11	5735-000-052-0008	52
5735-000-012-0007	12	5735-000-053-0007	53
5735-000-013-0006	13	5735-000-054-0006	54
5735-000-014-0005	14	5735-000-055-0005	55
5735-000-015-0004	15	5735-000-056-0004	56
5735-000-016-0003	16	5735-000-057-0003	57
5735-000-017-0002	17	5735-000-058-0002	58
5735-000-018-0001	18	5735-000-059-0001	59
5735-000-019-0000	19	5735-000-060-0008	60
5735-000-020-0007	20	5735-000-061-0007	61
5735-000-021-0006	21	5735-000-062-0006	62
5735-000-022-0005	22	5735-000-063-0005	63
5735-000-023-0004	23	5735-000-064-0004	64
5735-000-024-0003	24	5735-000-065-0003	65
5735-000-025-0002	25	5735-000-066-0002	66
5735-000-026-0001	26	5735-000-067-0001	67
5735-000-027-0000	27	5735-000-079-0007	Tract A
5735-000-028-0009	28	5735-000-069-0009	Tract B
5735-000-029-0008	29	5735-000-070-0006	Tract C
5735-000-030-0005	30	5735-000-071-0005	Tract D
5735-000-031-0004	31	5735-000-072-0004	Tract E
5735-000-032-0003	32	5735-000-073-0003	Tract F
5735-000-033-0002	33	5735-000-074-0002	Tract G
5735-000-034-0001	34	5735-000-080-0004	Tract H
5735-000-035-0000	35	5735-000-075-0001	Tract I
5735-000-036-0009	36	5735-000-076-0000	Tract J
5735-000-037-0008	37	5735-000-077-0009	Tract W
5735-000-038-0007	38	5735-000-078-0008	Tract X
5735-000-039-0006	39	5695-000-084-0404	Wetlands
5735-000-040-0003	40	5695-000-084-0107	Resi West
5735-000-041-0002	41		

Exhibit C

McCORMICK WOODS VILLAGE EAST

A PORTION OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC. 05, TWP. 23N., RNG. 1E. W.M. CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS IN THE FEE SIMPLE OR CONTRACT PURCHASER AND MORTGAGE HOLDER OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES SHOWN THEREON AND USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES...

THE BREMERTON WATER AND PORT ORCHARD SEWER UTILITIES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS, SHOWN HEREON, ARE TO BE DEDICATED TO THE CITY OF BREMERTON AND CITY OF PORT ORCHARD, RESPECTIVELY.

THE STORM CONVEYANCE SYSTEM LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS, SHOWN HEREON, ARE TO BE DEDICATED TO THE CITY OF PORT ORCHARD.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 7th DAY OF April, 2025.

MCCORMICK VILLAGES LLC, A WASHINGTON CORPORATION

Signature of James N. Tosti

BY: JAMES N. TOSTI

ITS: AUTHORIZED SIGNATORY

APPROVAL

CITY ENGINEER

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY/SHORT PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES. EXAMINED AND APPROVED

BY ME THIS 8th DAY OF April, 2025.

Signature of City Engineer

CITY ENGINEER

CITY COUNCIL

APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORCHARD THIS

8th DAY OF April, 2025.

Signature of City Clerk

CITY CLERK

MAYOR

CITY FINANCE DIRECTOR

I HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

EXECUTED THIS 15th DAY OF April, 2025.

Signature of Finance Director

FINANCE DIRECTOR

AUDITOR'S CERTIFICATE

FILED AT THE REQUEST OF STEPHEN H WOODS, PLS, THIS 23rd DAY OF April, 2025, AND RECORDED IN VOLUME 37 OF PLATS, PAGE(S) 043-053 RECORDS OF KITSAP COUNTY, WASHINGTON.

Signature of Auditor

KITSAP COUNTY AUDITOR

FEES: \$432.00

COUNTY TREASURER

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAS BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED, HAVE BEEN FULLY PAID AND DISCHARGED, ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR 2025.

EXECUTED THIS 23rd DAY OF April, 2025.

Signature of County Treasurer

COUNTY TREASURER

COMMUNITY DEVELOPMENT DIRECTOR

I HEREBY CERTIFY THAT THIS FINAL PLAT IS CONSISTENT WITH ALL APPLICABLE TOWN/CITY IMPROVEMENT STANDARDS AND REQUIREMENTS IN FORCE ON THE DATE OF PRELIMINARY PLAT APPROVAL. I HAVE APPROVED THIS FINAL PLAT AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND OTHER STRUCTURES. EXAMINED AND APPROVED

THIS 15th DAY OF April, 2025.

Signature of Community Development Director

COMMUNITY DEVELOPMENT DIRECTOR

4/15/2025 DATE

LAND SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MCCORMICK DEVELOPMENT CORP., A WASHINGTON CORPORATION, IN SEPTEMBER, 2025. I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK WOODS VILLAGE EAST PLAT, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; ALL MONUMENTS AND LOT CORNERS ARE SET OR BONDED WITH THE CITY AND WILL BE SET PRIOR TO RELEASE OF THE BOND; THAT THIS PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

Signature of Surveyor

STEPHEN H. WOODS, P.L.S. 38965

DATE

Job No. 21-198

LEGAL DESCRIPTION:

LOT 2, CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP-01), RECORDED IN VOLUME 24 OF SHORT PLATS, PAGE 152 THROUGH 153, UNDER AUDITOR'S FILE NO. 202208230176, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 5, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., RECORDS OF KITSAP COUNTY, WASHINGTON.

BASIS OF BEARING:

ALL BEARINGS AND DISTANCES FROM CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP-01), RECORDED IN VOLUME 24 OF SHORT PLATS, PAGE 152 THROUGH 153, UNDER AUDITOR'S FILE NO. 202208230176, RECORDS OF KITSAP COUNTY, WASHINGTON.

SURVEYOR'S NOTES:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
- 2) UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.
- 3) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED OCTOBER 08, 2024, THE DATE OF THIS FIELD SURVEY.
- 4) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, 5TH AMENDED GUARANTEE NUMBER 5003353-0003619E, DATED JANUARY 30, 2025. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- 5) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.
- 6) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE LOT 2, CITY OF PORT ORCHARD SHORT PLAT NO. PO-155 (LU22-SP-01) INTO 67 LOTS AND 13 TRACTS.

TRACT NOTES:

- 1) TRACT A IS A PRIVATE ACCESS AND UTILITY TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC, FOR THE BENEFIT OF LOTS 16, 17, 18 AND 19.
- 2) TRACT B IS A FUTURE DEVELOPMENT TRACT FOR RECREATION OPEN SPACE, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 3) TRACT C IS AN OPEN SPACE AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 4) TRACT D IS AN OPEN SPACE, PARKING AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 5) TRACT E IS AN OPEN SPACE AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 6) TRACT F IS AN ACCESS AND PARKING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 7) TRACT G IS AN OPEN SPACE AND LANDSCAPING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 8) TRACT H IS AN ACCESS AND PARKING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 9) TRACT I IS A FUTURE DEVELOPMENT TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 10) TRACT J IS A STORM AND OPENSPACE TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 11) TRACT K IS AN ACCESS AND PARKING TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 12) TRACT L IS A WETLAND BUFFER TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.
- 13) TRACT X IS A FUTURE RIGHT-OF-WAY TRACT, TO BE OWNED/MAINTAINED BY MCCORMICK VILLAGES LLC.

UTILITY EASEMENT:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO CASCADE NATURAL GAS, ANY WATER COMPANY, US POSTAL SERVICE, QWEST COMMUNICATIONS COMPANY, PUGET SOUND ENERGY, INC., ANY CABLE TELEPHONE COMPANY, ANY CITY, KITSAP COUNTY, ANY OTHER PUBLIC OR PRIVATE UNDERGROUND UTILITY SERVICE (INCLUDING, BUT NOT LIMITED TO, PRIVATE ROOF DRAINAGE) AND OTHER UTILITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON ALL THE UTILITY EASEMENTS AS SHOWN ON THE FACE OF THIS PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND REMOVE UTILITY SYSTEMS, LINES, FIXTURES AND APPURTENANCES ATTACHED THERETO, FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES STATED, WITH THE UNDERSTANDING THAT ANY GRANTEE SHALL BE RESPONSIBLE FOR ALL UNNECESSARY DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION BY EXERCISE OF RIGHTS AND PRIVILEGES HEREIN GRANTED.

SHEET INDEX:

- SHEET 1: ACKNOWLEDGEMENTS, APPROVALS, SIGNATURE BLOCKS DEDICATION, SURVEYOR'S NOTES, TITLE REPORT ITEM NOTES, AND BASIS OF BEARING, LEGAL DESCRIPTIONS, SURVEYOR'S CERTIFICATE AND UTILITY EASEMENT NOTE.
- SHEET 2: INDEX MAP AND LOT ADDRESSES
- SHEET 3: SURVEY CONTROL SKETCH AND DETAIL "A"
- SHEET 4: PLAT MAP.
- SHEET 5: PLAT MAP.
- SHEET 6: PLAT MAP.
- SHEET 7: PLAT MAP.
- SHEET 8: EASEMENTS LAYOUT.
- SHEET 9: EASEMENT DETAILS.
- SHEET 10: EASEMENT DETAILS.
- SHEET 11: EASEMENT DETAILS.

ACKNOWLEDGEMENTS:

STATE OF WASHINGTON)
COUNTY OF Pierce) SS

ON THIS 7th DAY OF April, 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED James N. Tosti, TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE SIGNATORY OF MCCORMICK VILLAGES LLC, A WASHINGTON CORPORATION, THE COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

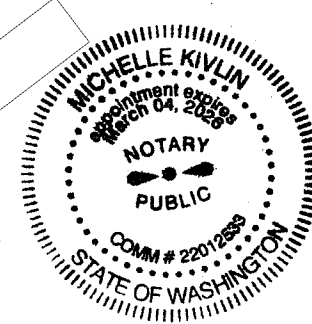
NOTARY PUBLIC IN AND FOR THE STATE

OF WASHINGTON, RESIDING IN FOX ISLAND

MY COMMISSION EXPIRES: March 4, 2026

Signature of Notary Michelle Kivlin

PRINT NOTARY NAME

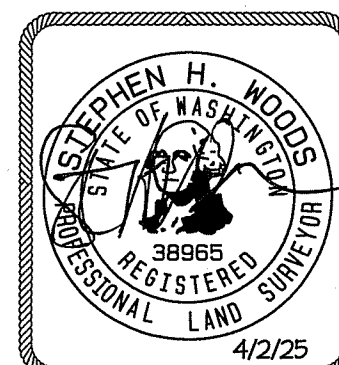
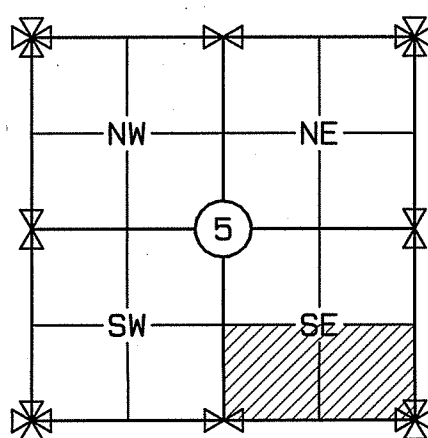


TITLE REPORT ITEM NOTES:

- 1) DELETED BY TITLE COMPANY.
- 2) ITEM CONCERNING AN ACCESS EASEMENT RECORDED UNDER RECORDING NO. 3043944. MODIFICATION AND PARTIAL TERMINATION RECORDED UNDER RECORDING NO. 200504280244. PARTIAL RELEASE OF SAID EASEMENT RECORDED UNDER RECORDING NO. 200510310347. REMAIN OF EASEMENT IS IN PUBLIC RIGHT-OF-WAY. NOT SHOWN HEREON.
- 3) DELETED BY TITLE COMPANY.
- 4) ITEM CONCERNING A DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NO. 201012210340. NON-SURVEY RELATED.
- 5) ITEM CONCERNING AN ASSIGNMENT OF AGREEMENTS, EASEMENTS, COVENANTS AND RECORDED INTERESTS IN PROPERTY, RECORDED UNDER RECORDING NO. 201512310228. NON-SURVEY RELATED.
- 6) ITEM CONCERNING A DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NO. 202102190203. AMENDMENT AND MODIFICATION RECORDED UNDER RECORDING NO. 202403080017. NON-SURVEY RELATED.
- 7) ITEM CONCERNING A DECLARATION OF COVENANT ASSOCIATED WITH PERFORMANCE OF SITE STABILIZATION AND EROSION AND SEDIMENTATION CONTROL, RECORDED UNDER RECORDING NO. 202104120199. NON-SURVEY RELATED.
- 8-9) TITLE COMPANY CONCERNS. NON-SURVEY RELATED.
- 10) ITEM CONCERNING A DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NO. 202210050135. NON-SURVEY RELATED.
- 11) ITEM CONCERNING A DEED OF TRUST RECORDED UNDER RECORDING NO. 202407290138. NON-SURVEY RELATED.
- 12) ITEM CONCERNING AN ASSIGNMENTS OF LEASES AND/OR RENTS RECORDED UNDER RECORDING NO. 202407290139. NON-SURVEY RELATED.
- 13) ITEM CONCERNING FISCAL RESPONSIBILITY IN THE PROPERTY. NON-SURVEY RELATED.

PLAT NOTE:

- 1) ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.
- 2) IF ANY PORTION OF PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION TRANSFERS OWNERSHIP SO THAT MORE THAN ONE OWNER CONTROLS LAND WITHIN THE SUBDIVISION, CC&RS SHALL BE CREATED AND RECORDED.



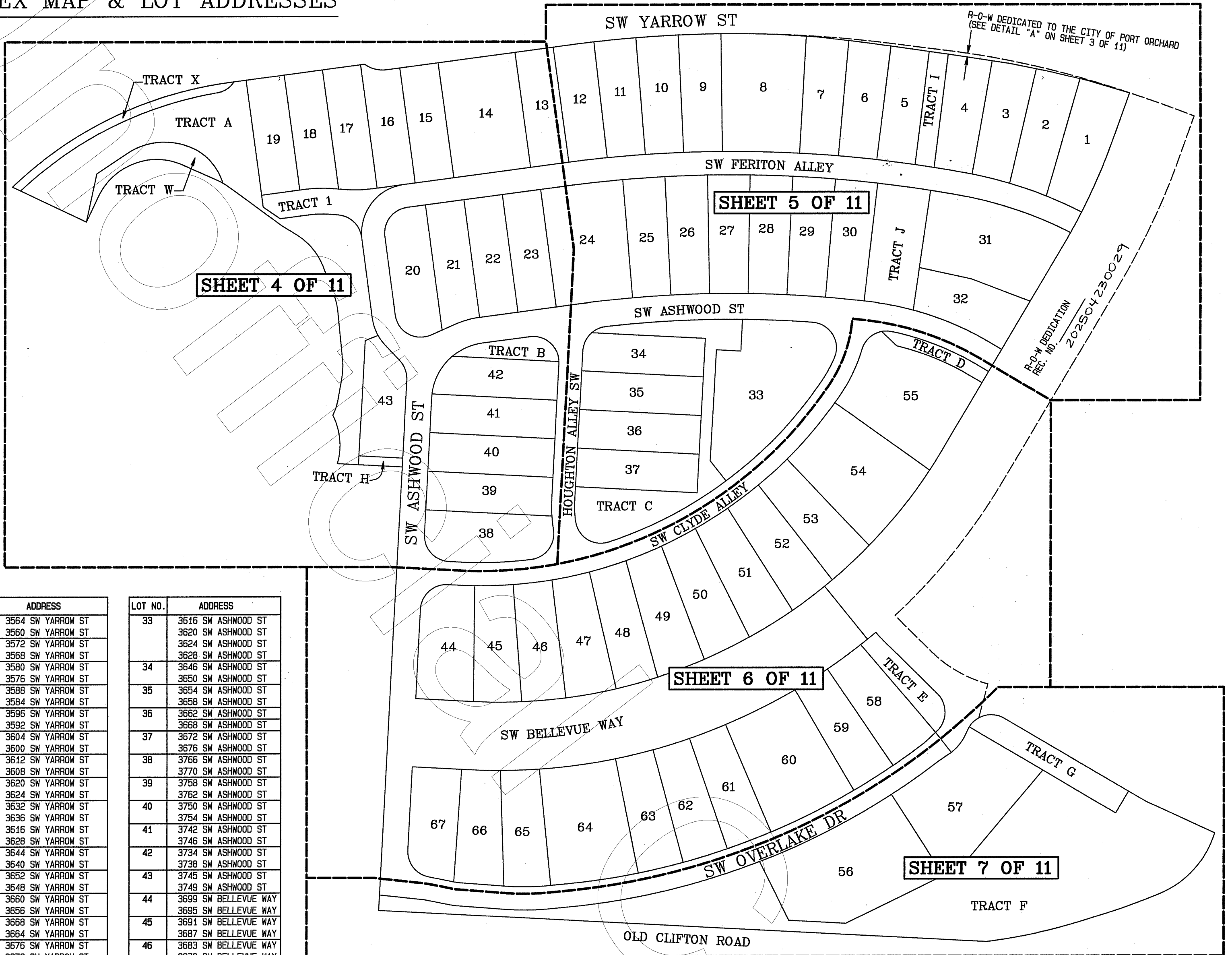
CONTOUR ENGINEERING LLC
CIVIL ENGINEERS-SURVEYORS LAND PLANNERS
4706 97th Street NW, Suite #100, Big Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SHEET 1 OF 11

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McCORMICK WOODS VILLAGE EAST

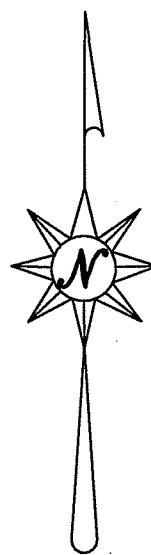
INDEX MAP & LOT ADDRESSES



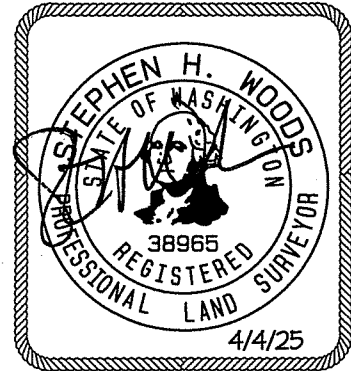
LOT NO.	ADDRESS
1	3564 SW YARROW ST
	3560 SW YARROW ST
2	3572 SW YARROW ST
	3568 SW YARROW ST
3	3580 SW YARROW ST
	3576 SW YARROW ST
4	3588 SW YARROW ST
	3584 SW YARROW ST
5	3596 SW YARROW ST
	3592 SW YARROW ST
6	3604 SW YARROW ST
	3600 SW YARROW ST
7	3612 SW YARROW ST
	3608 SW YARROW ST
8	3620 SW YARROW ST
	3624 SW YARROW ST
	3632 SW YARROW ST
	3636 SW YARROW ST
	3644 SW YARROW ST
	3648 SW YARROW ST
9	3644 SW YARROW ST
	3640 SW YARROW ST
10	3652 SW YARROW ST
	3648 SW YARROW ST
11	3660 SW YARROW ST
	3656 SW YARROW ST
12	3668 SW YARROW ST
	3664 SW YARROW ST
13	3676 SW YARROW ST
	3672 SW YARROW ST
14	3684 SW YARROW ST
	3688 SW YARROW ST
	3696 SW YARROW ST
	3700 SW YARROW ST
	3680 SW YARROW ST
	3692 SW YARROW ST
15	3708 SW YARROW ST
	3704 SW YARROW ST
16	3716 SW YARROW ST
	3712 SW YARROW ST
17	3724 SW YARROW ST
	3720 SW YARROW ST
18	3732 SW YARROW ST
	3728 SW YARROW ST
19	3740 SW YARROW ST
	3736 SW YARROW ST
20	3729 SW ASHWOOD ST
	3733 SW ASHWOOD ST
21	3721 SW ASHWOOD ST
	3725 SW ASHWOOD ST
22	3713 SW ASHWOOD ST
	3717 SW ASHWOOD ST
23	3705 SW ASHWOOD ST
	3709 SW ASHWOOD ST
24	3693 SW ASHWOOD ST
	3697 SW ASHWOOD ST
	3681 SW ASHWOOD ST
	3685 SW ASHWOOD ST
	3701 SW ASHWOOD ST
	3689 SW ASHWOOD ST
25	3643 SW ASHWOOD ST
	3647 SW ASHWOOD ST
26	3639 SW ASHWOOD ST
	3641 SW ASHWOOD ST
27	3633 SW ASHWOOD ST
	3637 SW ASHWOOD ST
28	3629 SW ASHWOOD ST
	3631 SW ASHWOOD ST
29	3609 SW ASHWOOD ST
	3613 SW ASHWOOD ST
30	3601 SW ASHWOOD ST
	3605 SW ASHWOOD ST
31	3551 SW BELLEVUE WAY
	3547 SW BELLEVUE WAY
	3563 SW BELLEVUE WAY
	3559 SW BELLEVUE WAY
	3543 SW BELLEVUE WAY
	3555 SW BELLEVUE WAY
32	3571 SW BELLEVUE WAY
	3567 SW BELLEVUE WAY
33	3608 SW ASHWOOD ST
	3612 SW ASHWOOD ST

LOT NO.	ADDRESS
33	3616 SW ASHWOOD ST
	3620 SW ASHWOOD ST
	3624 SW ASHWOOD ST
	3628 SW ASHWOOD ST
34	3646 SW ASHWOOD ST
	3650 SW ASHWOOD ST
35	3654 SW ASHWOOD ST
	3658 SW ASHWOOD ST
36	3662 SW ASHWOOD ST
	3666 SW ASHWOOD ST
37	3672 SW ASHWOOD ST
	3676 SW ASHWOOD ST
38	3766 SW ASHWOOD ST
	3770 SW ASHWOOD ST
39	3758 SW ASHWOOD ST
	3762 SW ASHWOOD ST
40	3750 SW ASHWOOD ST
	3754 SW ASHWOOD ST
41	3742 SW ASHWOOD ST
	3746 SW ASHWOOD ST
42	3734 SW ASHWOOD ST
	3738 SW ASHWOOD ST
43	3745 SW ASHWOOD ST
	3749 SW ASHWOOD ST
44	3699 SW BELLEVUE WAY
	3695 SW BELLEVUE WAY
45	3691 SW BELLEVUE WAY
	3687 SW BELLEVUE WAY
46	3683 SW BELLEVUE WAY
	3679 SW BELLEVUE WAY
47	3675 SW BELLEVUE WAY
	3671 SW BELLEVUE WAY
48	3667 SW BELLEVUE WAY
	3663 SW BELLEVUE WAY
49	3659 SW BELLEVUE WAY
	3655 SW BELLEVUE WAY
50	3651 SW BELLEVUE WAY
	3647 SW BELLEVUE WAY
51	3643 SW BELLEVUE WAY
	3639 SW BELLEVUE WAY
52	3635 SW BELLEVUE WAY
	3631 SW BELLEVUE WAY
53	3627 SW BELLEVUE WAY
	3623 SW BELLEVUE WAY
54	3619 SW BELLEVUE WAY
	3615 SW BELLEVUE WAY
	3607 SW BELLEVUE WAY
	3603 SW BELLEVUE WAY
	3611 SW BELLEVUE WAY
	3599 SW BELLEVUE WAY
55	3595 SW BELLEVUE WAY
	3591 SW BELLEVUE WAY
	3583 SW BELLEVUE WAY
	3579 SW BELLEVUE WAY
	3587 SW BELLEVUE WAY
	3575 SW BELLEVUE WAY
56	3626 SW OVERLAKE DR
	3630 SW OVERLAKE DR
	3634 SW OVERLAKE DR
	3638 SW OVERLAKE DR
	3642 SW OVERLAKE DR
	3646 SW OVERLAKE DR
57	3602 SW OVERLAKE DR
	3606 SW OVERLAKE DR
	3610 SW OVERLAKE DR
	3614 SW OVERLAKE DR
	3620 SW OVERLAKE DR
58	3596 SW BELLEVUE WAY
	3592 SW BELLEVUE WAY
59	3604 SW BELLEVUE WAY
	3600 SW BELLEVUE WAY
60	3612 SW BELLEVUE WAY
	3616 SW BELLEVUE WAY
	3624 SW BELLEVUE WAY
	3628 SW BELLEVUE WAY
	3608 SW BELLEVUE WAY
	3620 SW BELLEVUE WAY
61	3636 SW BELLEVUE WAY
	3632 SW BELLEVUE WAY
62	3644 SW BELLEVUE WAY
	3640 SW BELLEVUE WAY
63	3652 SW BELLEVUE WAY

LOT NO.	ADDRESS
63	3648 SW BELLEVUE WAY
64	3660 SW BELLEVUE WAY
	3664 SW BELLEVUE WAY
	3672 SW BELLEVUE WAY
	3676 SW BELLEVUE WAY
	3656 SW BELLEVUE WAY
	3668 SW BELLEVUE WAY
65	3682 SW BELLEVUE WAY
	3678 SW BELLEVUE WAY
66	3690 SW BELLEVUE WAY
	3686 SW BELLEVUE WAY
67	3698 SW BELLEVUE WAY
	3694 SW BELLEVUE WAY



0 60 120
SCALE:
1" = 60'



Job No. 21-198

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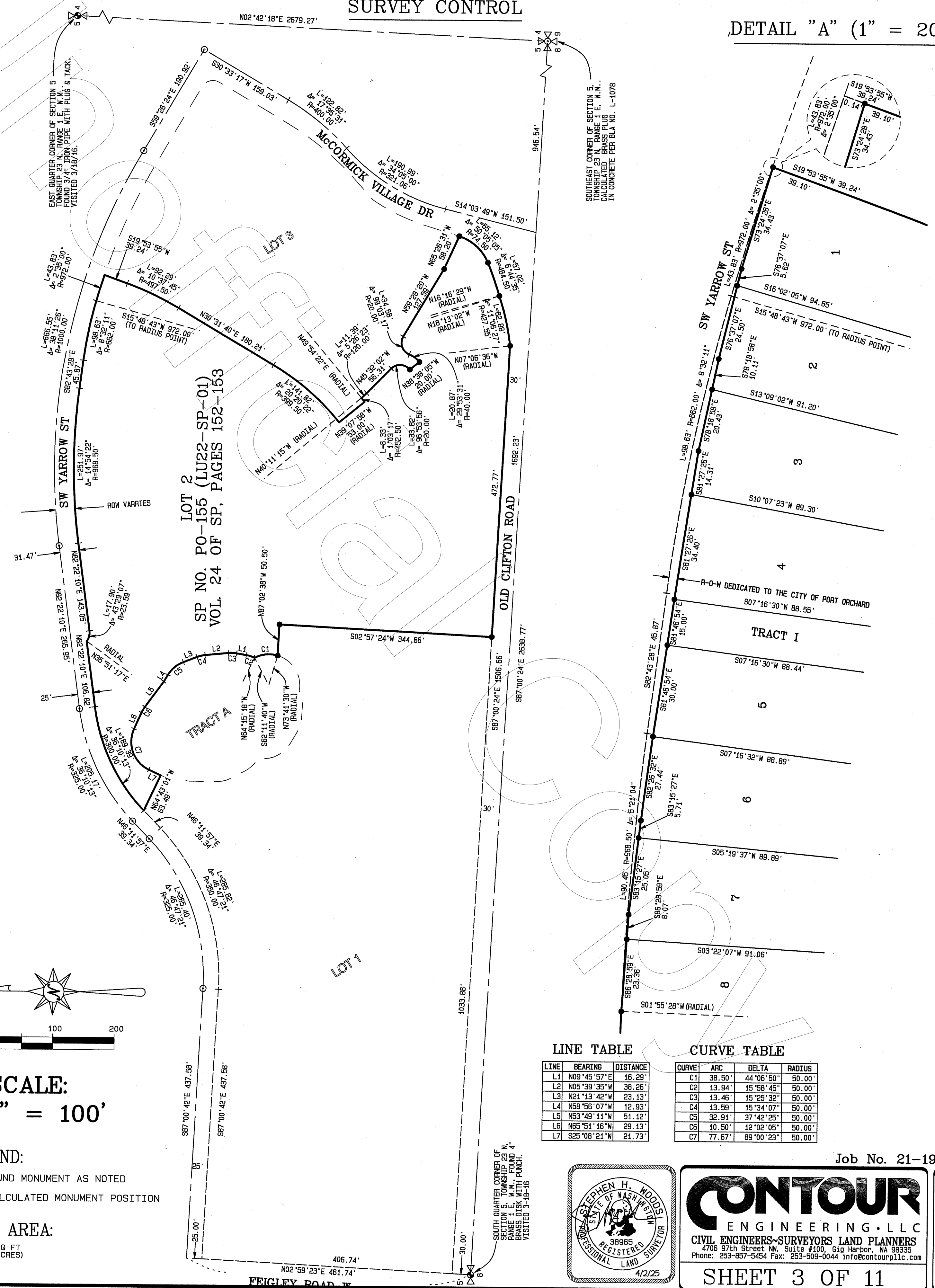
SHEET 2 OF 11

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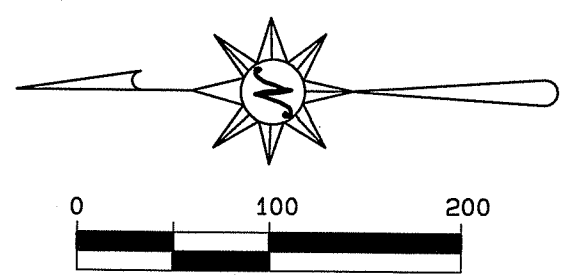
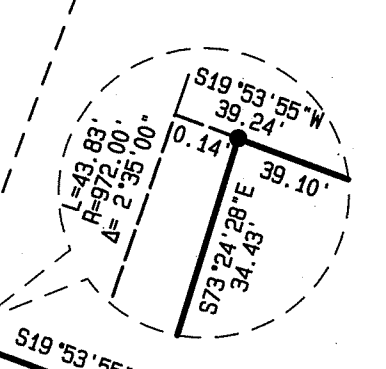
McCORMICK WOODS VILLAGE EAST

SURVEY CONTROL

DETAIL "A" (1" = 20')



SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 23 N., RANGE 1 E., M.M.M., CALCULATED BRASS PLUG IN CONCRETE PER B.L.A. NO. L-1078



SCALE:
1" = 100'

LEGEND:
 ● = FOUND MONUMENT AS NOTED
 ○ = CALCULATED MONUMENT POSITION

SITE AREA:
 363832 SQ FT
 (8.352 ACRES)

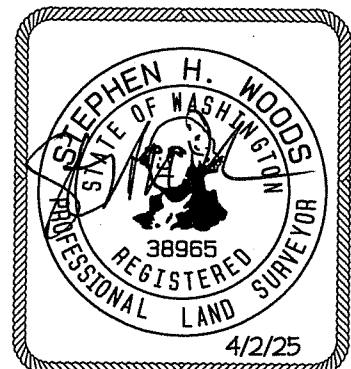
LINE TABLE

LINE	BEARING	DISTANCE
L1	N09°45'57"E	16.29'
L2	N05°39'35"W	38.26'
L3	N21°13'42"W	23.13'
L4	N58°56'07"W	12.93'
L5	N53°49'14"W	51.12'
L6	N65°51'16"W	29.13'
L7	S25°08'21"W	21.73'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C1	38.50'	44°06'50"	50.00'
C2	13.94'	15°58'45"	50.00'
C3	13.46'	15°25'32"	50.00'
C4	13.59'	15°34'07"	50.00'
C5	32.91'	37°42'25"	50.00'
C6	10.50'	12°02'05"	50.00'
C7	77.67'	89°00'23"	50.00'

SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 23 N., RANGE 1 E., M.M.M., FOUND 4" BRASS DISK WITH PUNCH, VISITED 3-18-16



Job No. 21-198

CONTOUR

ENGINEERING • LLC

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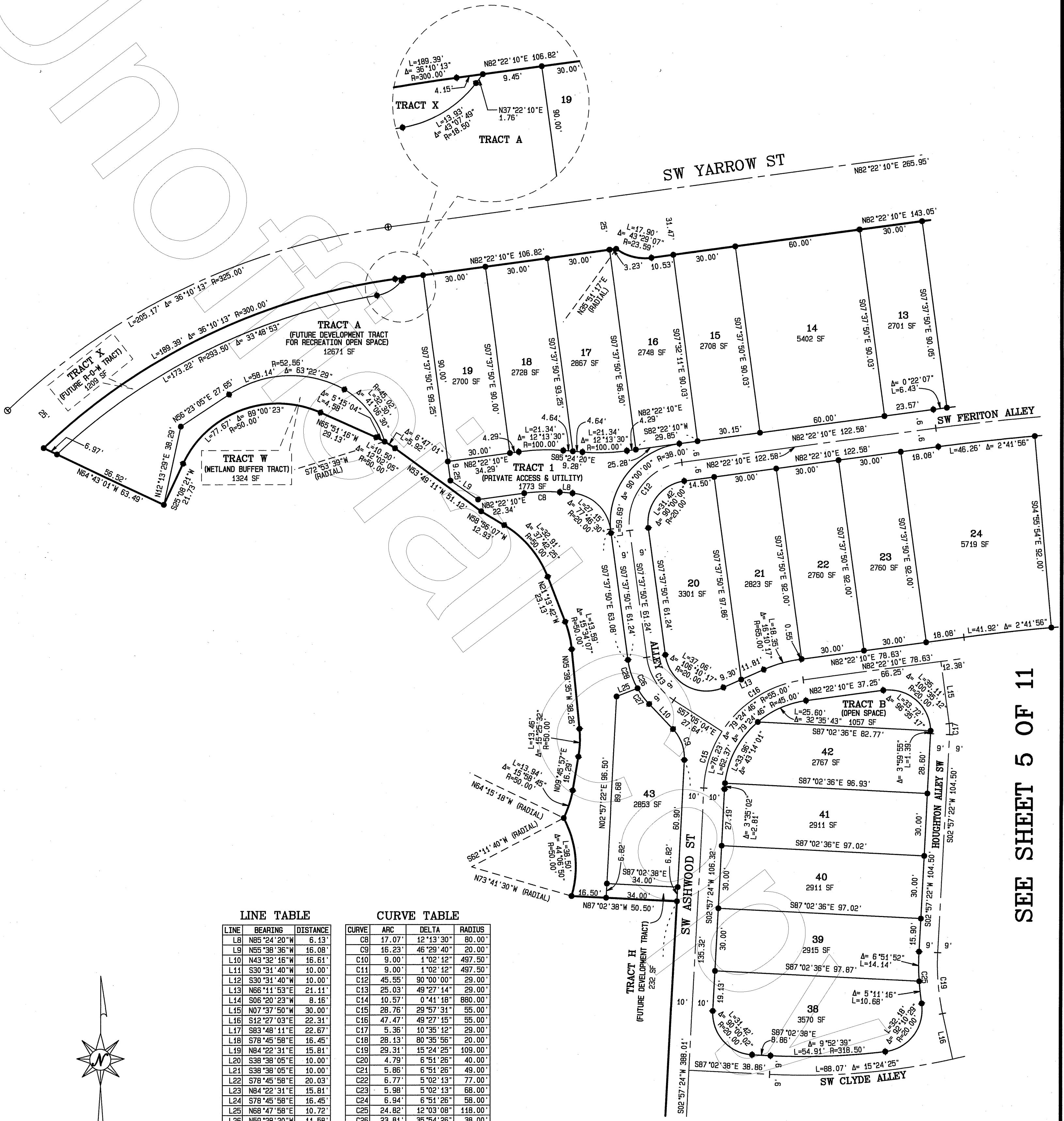
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
 Phone: 253-857-5454 Fax: 253-509-0044 info@contourp11c.com

SHEET 3 OF 11

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McCORMICK WOODS VILLAGE EAST

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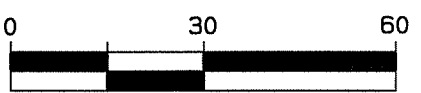


LINE TABLE

LINE	BEARING	DISTANCE
L8	N85°24'20"W	6.13'
L9	N55°38'36"W	16.08'
L10	N43°32'16"W	16.61'
L11	S30°31'40"W	10.00'
L12	S30°31'40"W	10.00'
L13	N66°11'53"E	21.11'
L14	S06°20'23"W	8.16'
L15	N07°37'50"W	30.00'
L16	S12°27'03"E	22.31'
L17	S83°48'11"E	22.67'
L18	S78°45'58"E	16.45'
L19	N84°22'31"E	15.81'
L20	S38°38'05"E	10.00'
L21	S38°38'05"E	10.00'
L22	S78°45'58"E	20.03'
L23	N84°22'31"E	15.81'
L24	S78°45'58"E	16.45'
L25	N68°47'58"E	10.72'
L26	N59°28'20"W	11.58'
L27	N59°28'20"W	11.58'
L28	N59°28'20"W	11.58'
L29	S30°31'40"W	10.00'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C8	17.07'	12°13'30"	80.00'
C9	16.23'	46°29'40"	20.00'
C10	9.00'	1°02'12"	497.50'
C11	9.00'	1°02'12"	497.50'
C12	45.55'	90°00'00"	29.00'
C13	25.03'	49°27'14"	29.00'
C14	10.57'	0°41'18"	880.00'
C15	28.76'	29°57'31"	55.00'
C16	47.47'	49°27'15"	55.00'
C17	5.36'	10°35'12"	29.00'
C18	28.13'	80°35'56"	20.00'
C19	29.31'	15°24'25"	109.00'
C20	4.79'	6°51'26"	40.00'
C21	5.86'	6°51'26"	49.00'
C22	6.77'	5°02'13"	77.00'
C23	5.98'	5°02'13"	68.00'
C24	6.94'	6°51'26"	58.00'
C25	24.82'	12°03'08"	118.00'
C26	23.81'	35°54'26"	38.00'
C27	9.38'	14°08'34"	38.00'
C28	14.43'	21°45'52"	38.00'
C29	20.87'	29°53'31"	40.00'
C30	3.66'	10°29'13"	20.00'



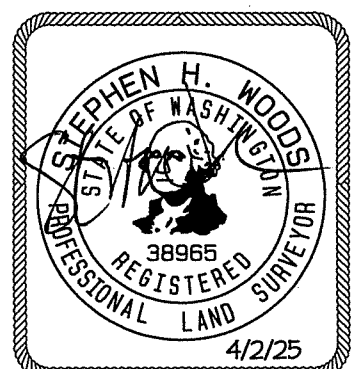
SCALE:
1" = 30'

LEGEND:

- = FOUND MONUMENT AS NOTED
- = CALCULATED MONUMENT POSITION
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.

SEE SHEET 5 OF 11

Job No. 21-198



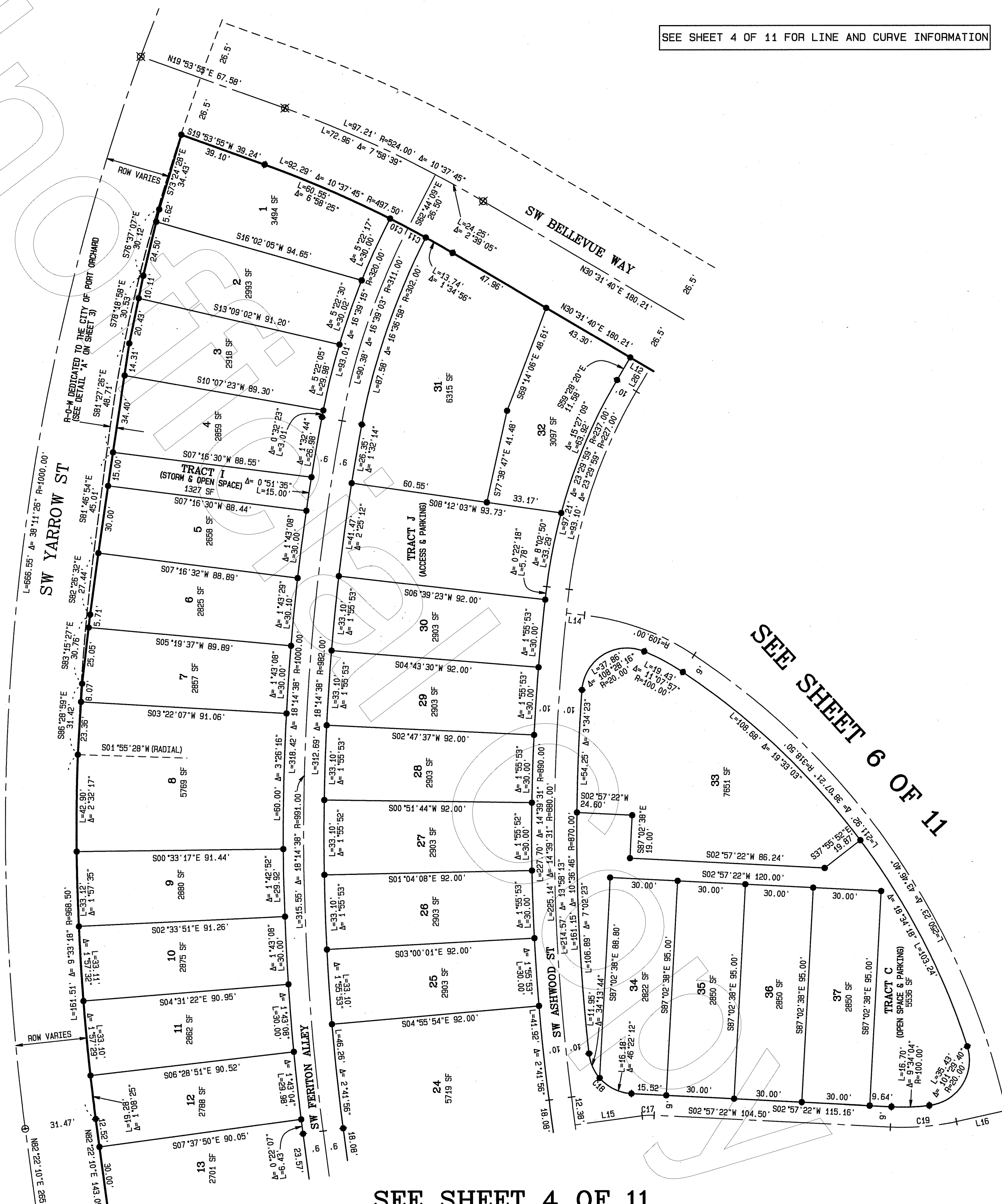
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SHEET 4 OF 11

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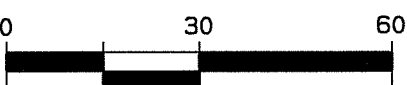
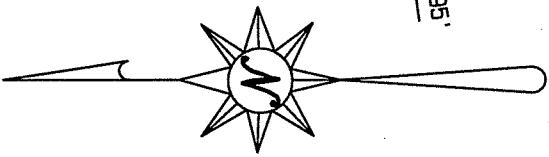
McCORMICK WOODS VILLAGE EAST

SEE SHEET 4 OF 11 FOR LINE AND CURVE INFORMATION



SEE SHEET 4 OF 11

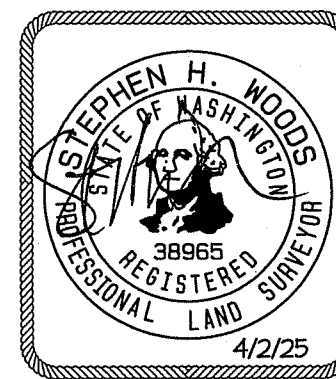
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SCALE:
1" = 30'

LEGEND:

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- = CALCULATED MONUMENT POSITION
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
- ⊗ = CITY OF PORT ORCHARD STANDARD MONUMENT TO BE SET.



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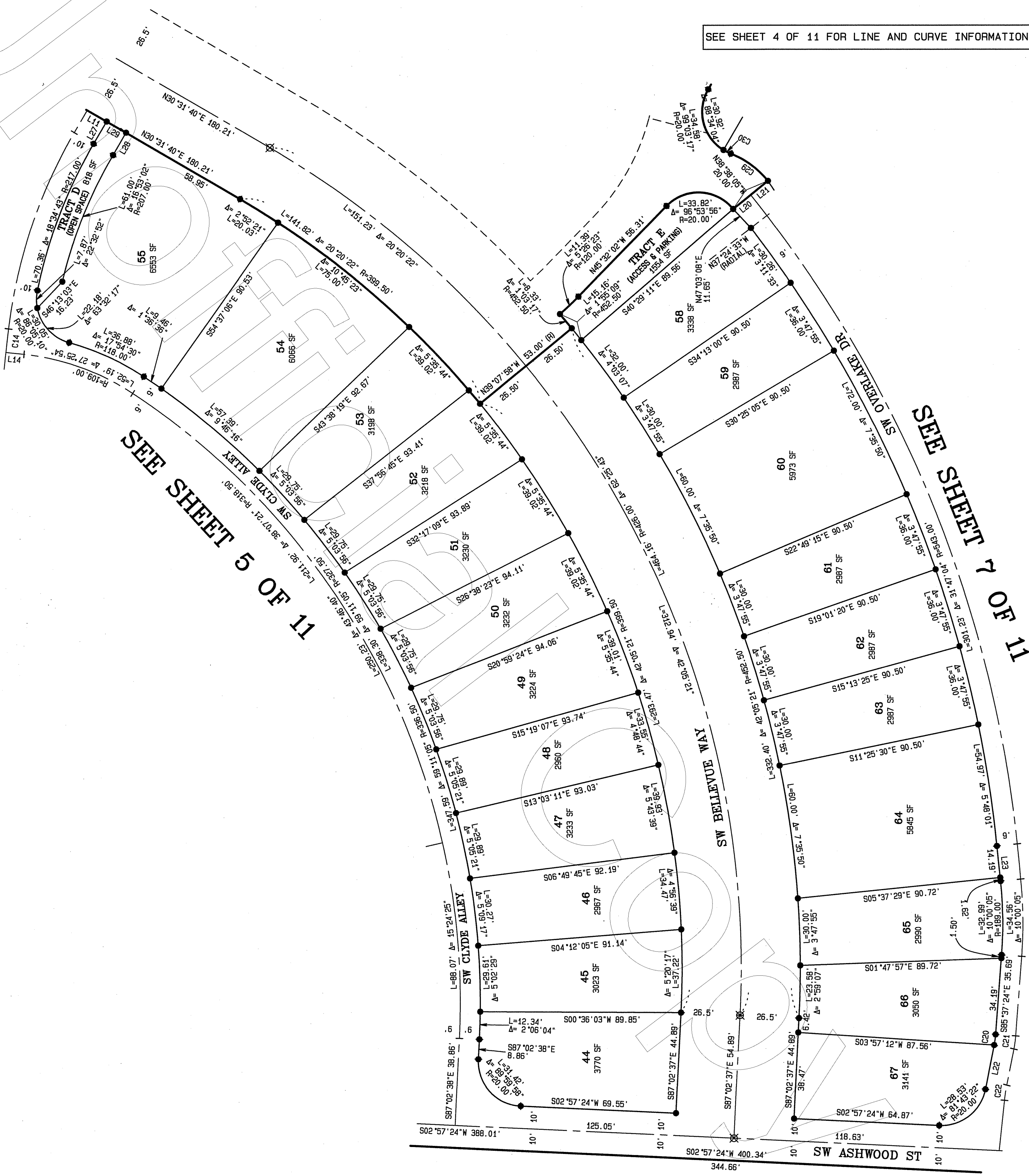
SHEET 5 OF 11

Job No. 21-198

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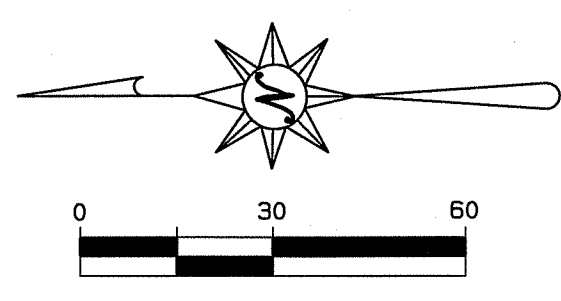
SEE SHEET 4 OF 11 FOR LINE AND CURVE INFORMATION



SEE SHEET 5 OF 11

SEE SHEET 7 OF 11

8:04B 1:30:1



- LEGEND:**
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Job No. 21-198

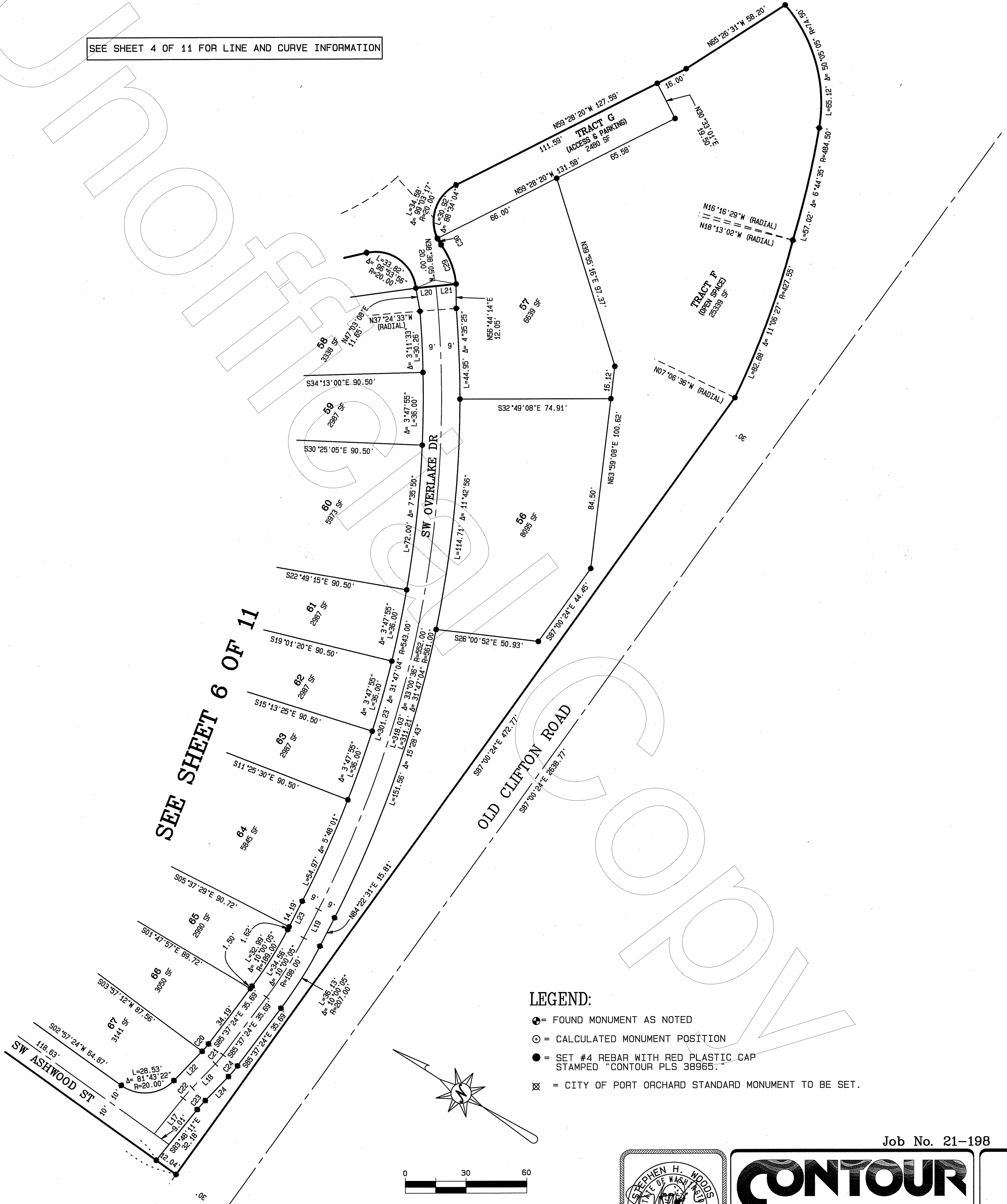
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SHEET 6 OF 11

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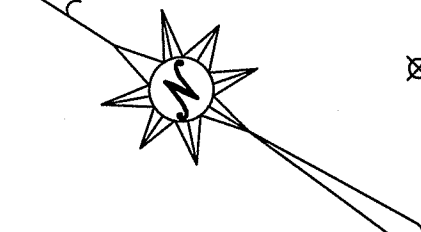
SEE SHEET 4 OF 11 FOR LINE AND CURVE INFORMATION



SEE SHEET 6 OF 11

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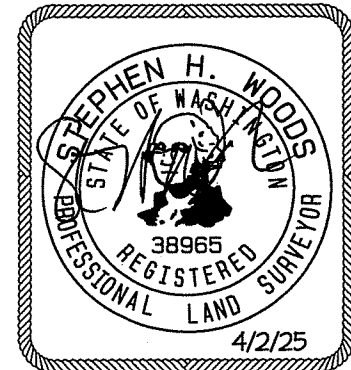
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SCALE:
1" = 30'

V:031 P:049

Job No. 21-198



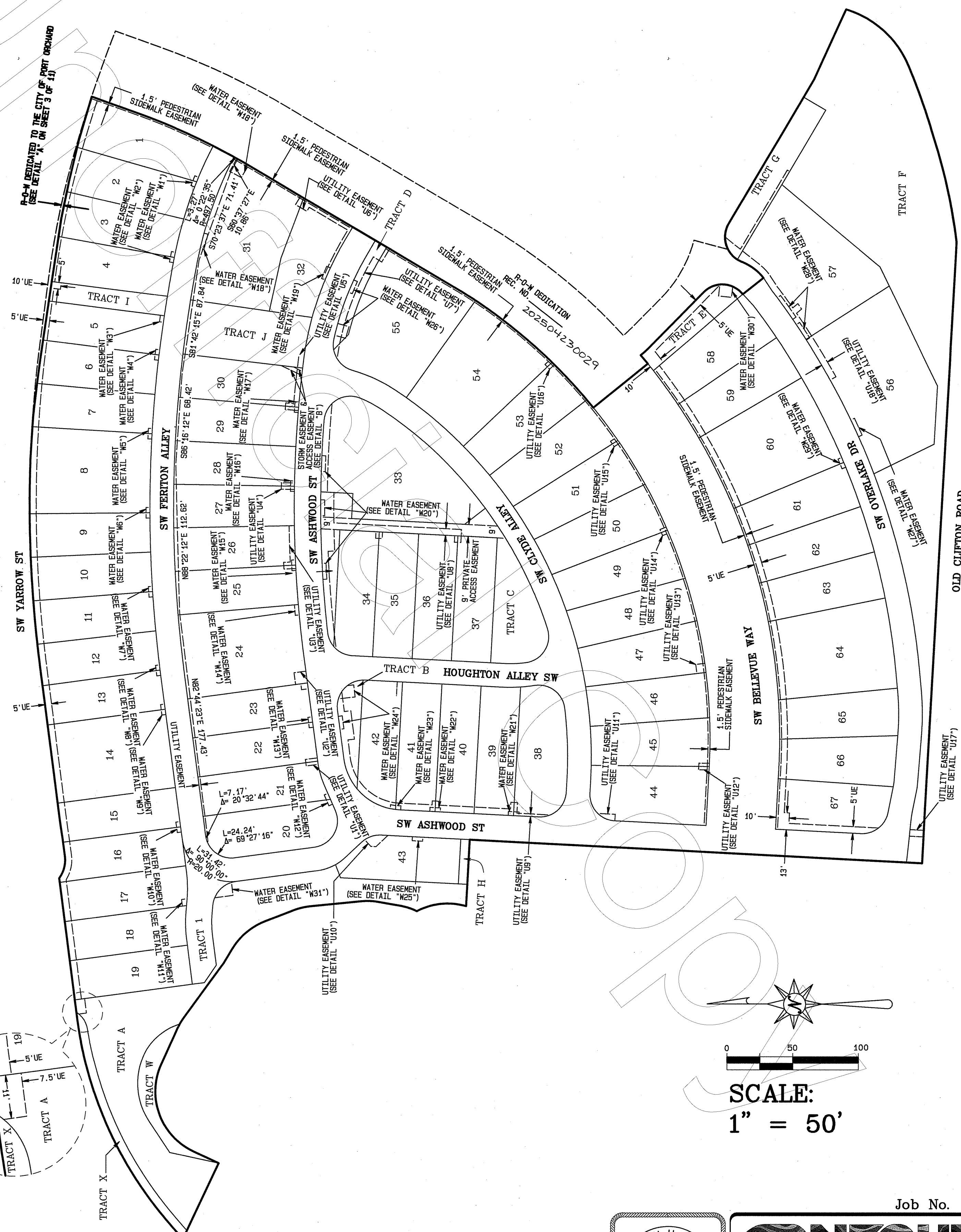
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SHEET 7 OF 11

VOLUME/PAGE

McCORMICK WOODS VILLAGE EAST

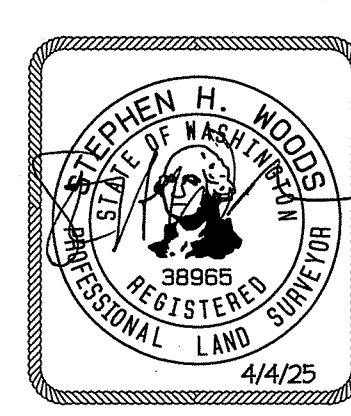
EASEMENT LAYOUT



1:031 P:050

LEGEND:
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SEE EASEMENT DETAILS ON SHEETS 9, 10 AND 11 OF 11



Job No. 21-198

CONTOUR

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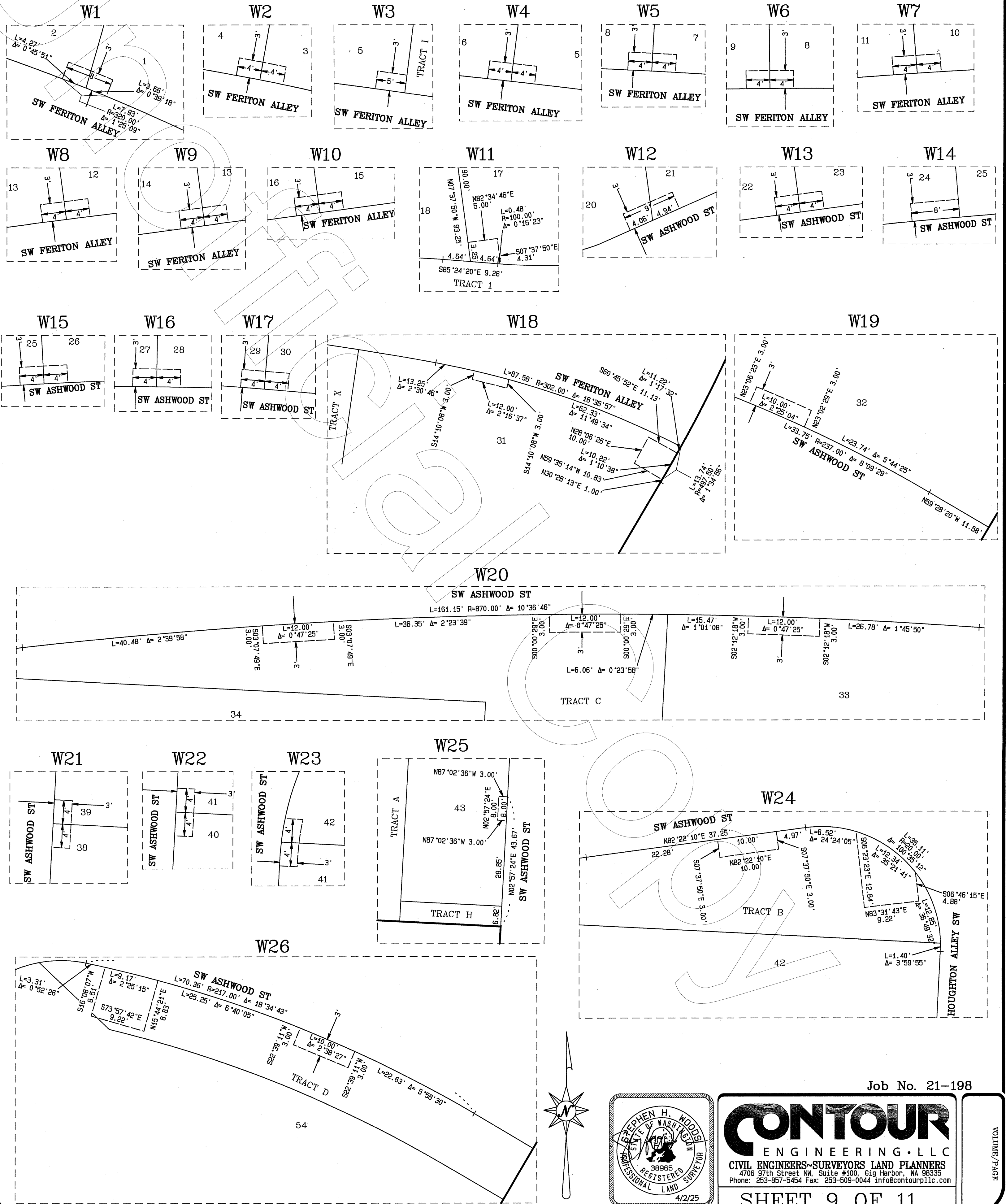
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SHEET 8 OF 11

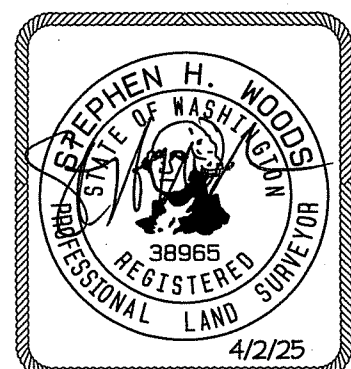
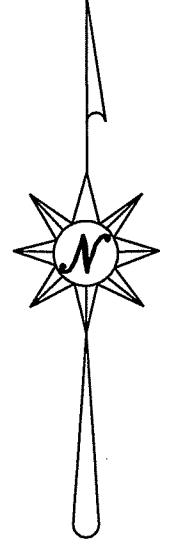
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McCORMICK WOODS VILLAGE EAST

EASEMENT DETAILS



V:037 P:051



Job No. 21-198

CONTOUR

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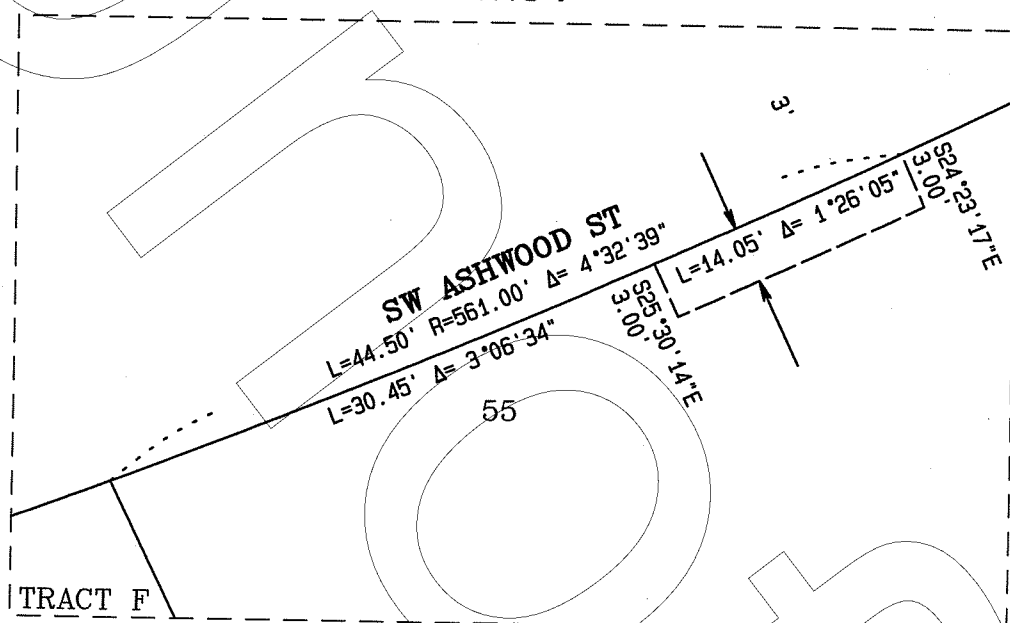
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SHEET 9 OF 11

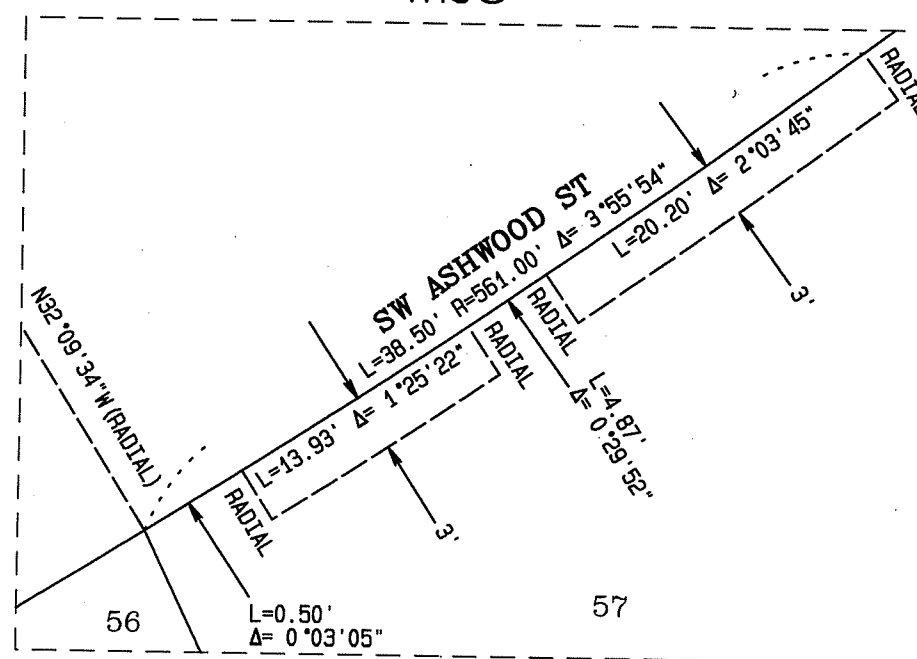
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EASEMENT DETAILS

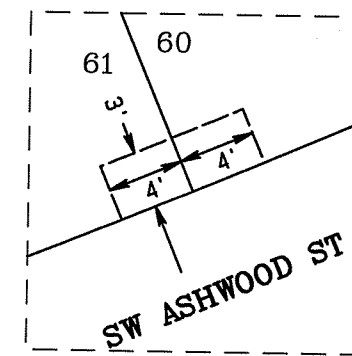
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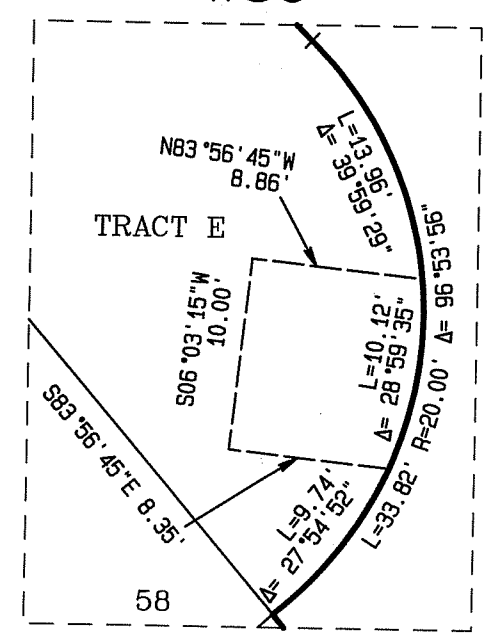
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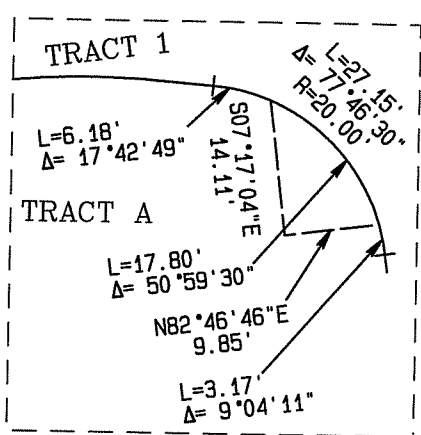
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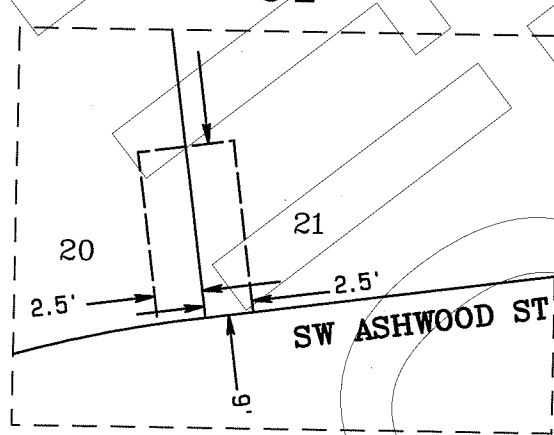
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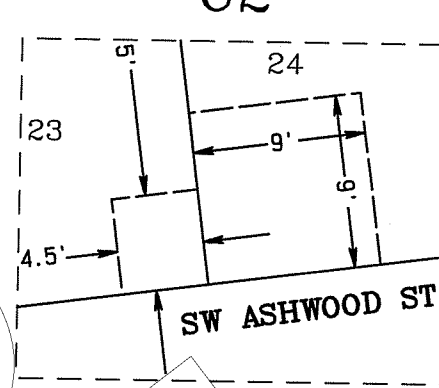
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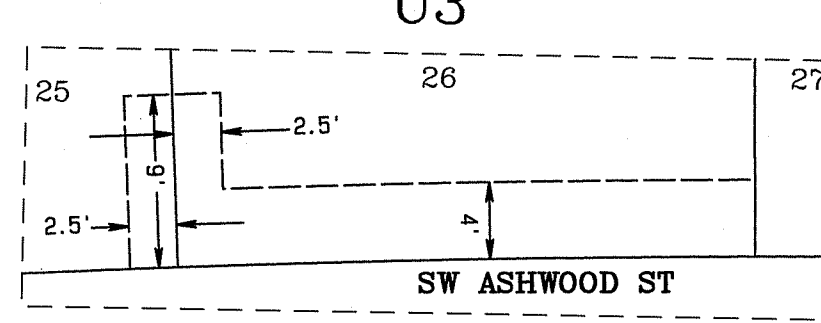
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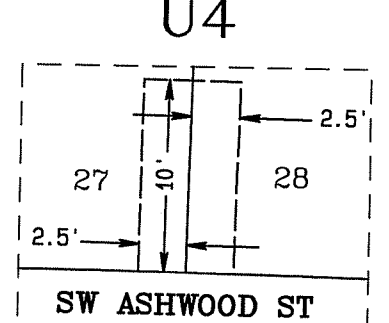
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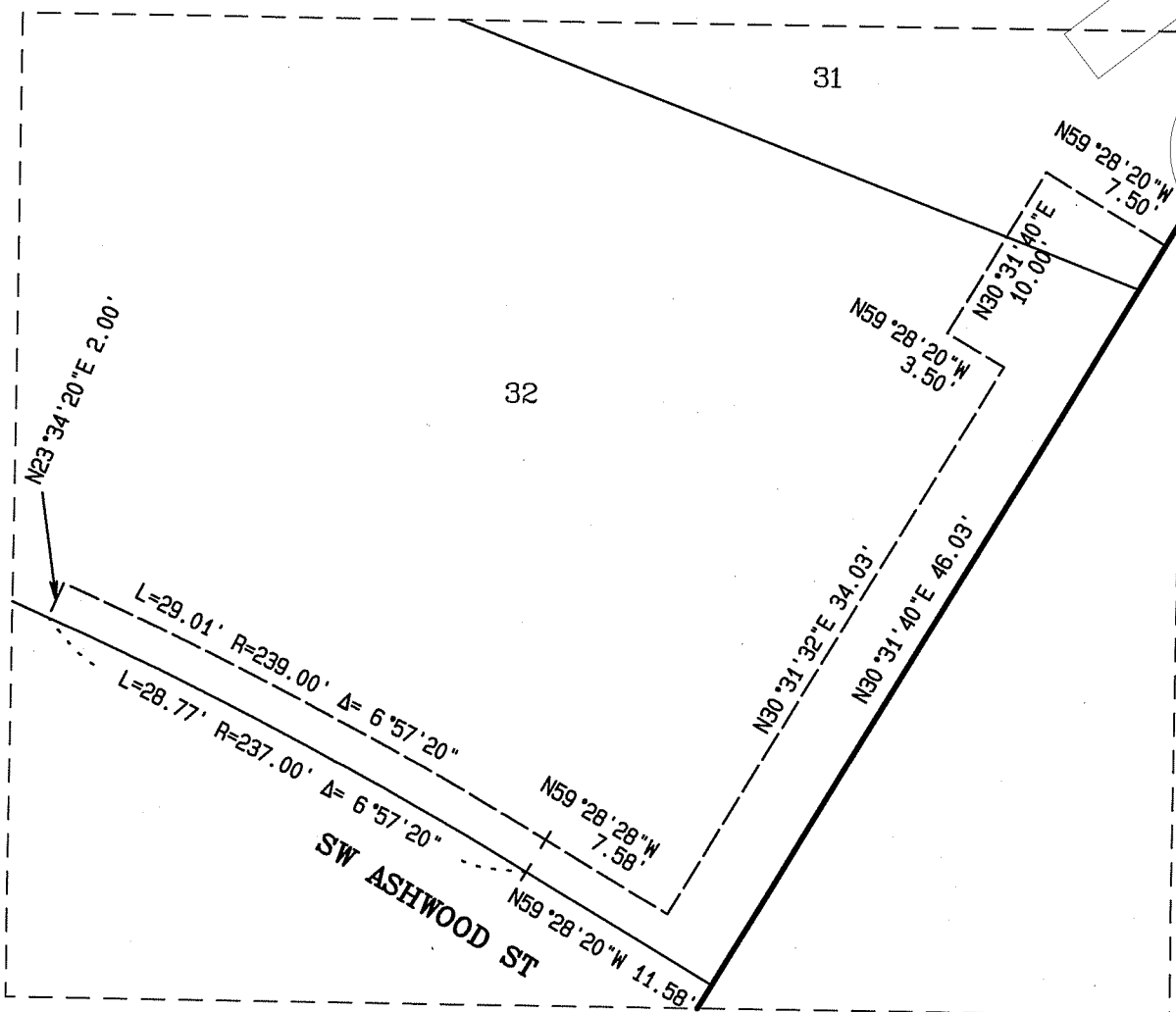
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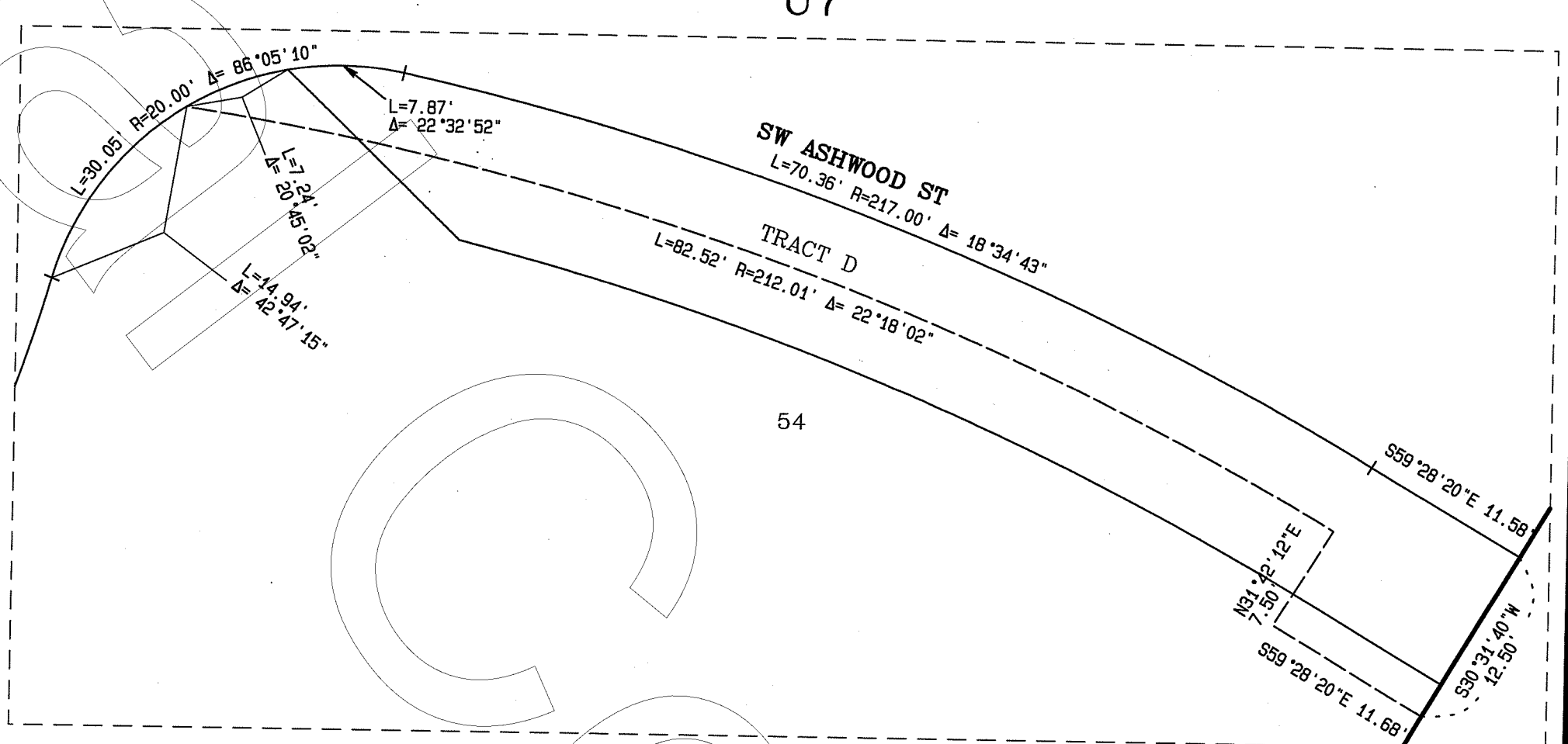
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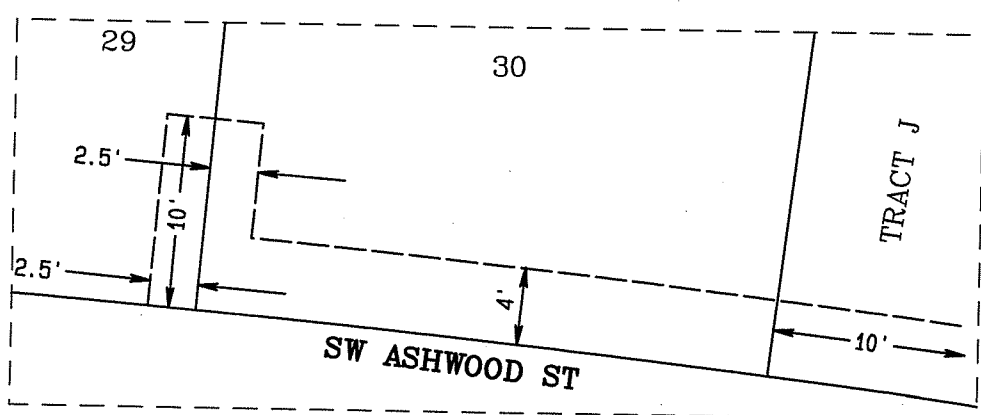
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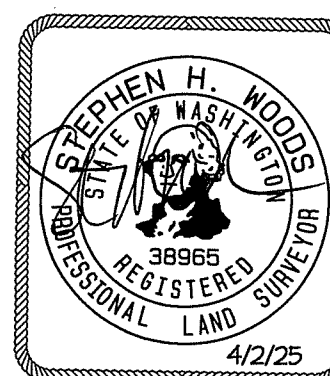
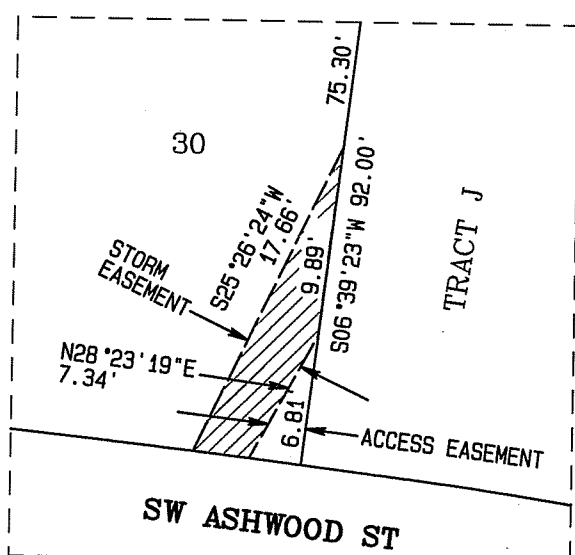
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U5



DETAIL "B"



Job No. 21-198

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SHEET 10 OF 11

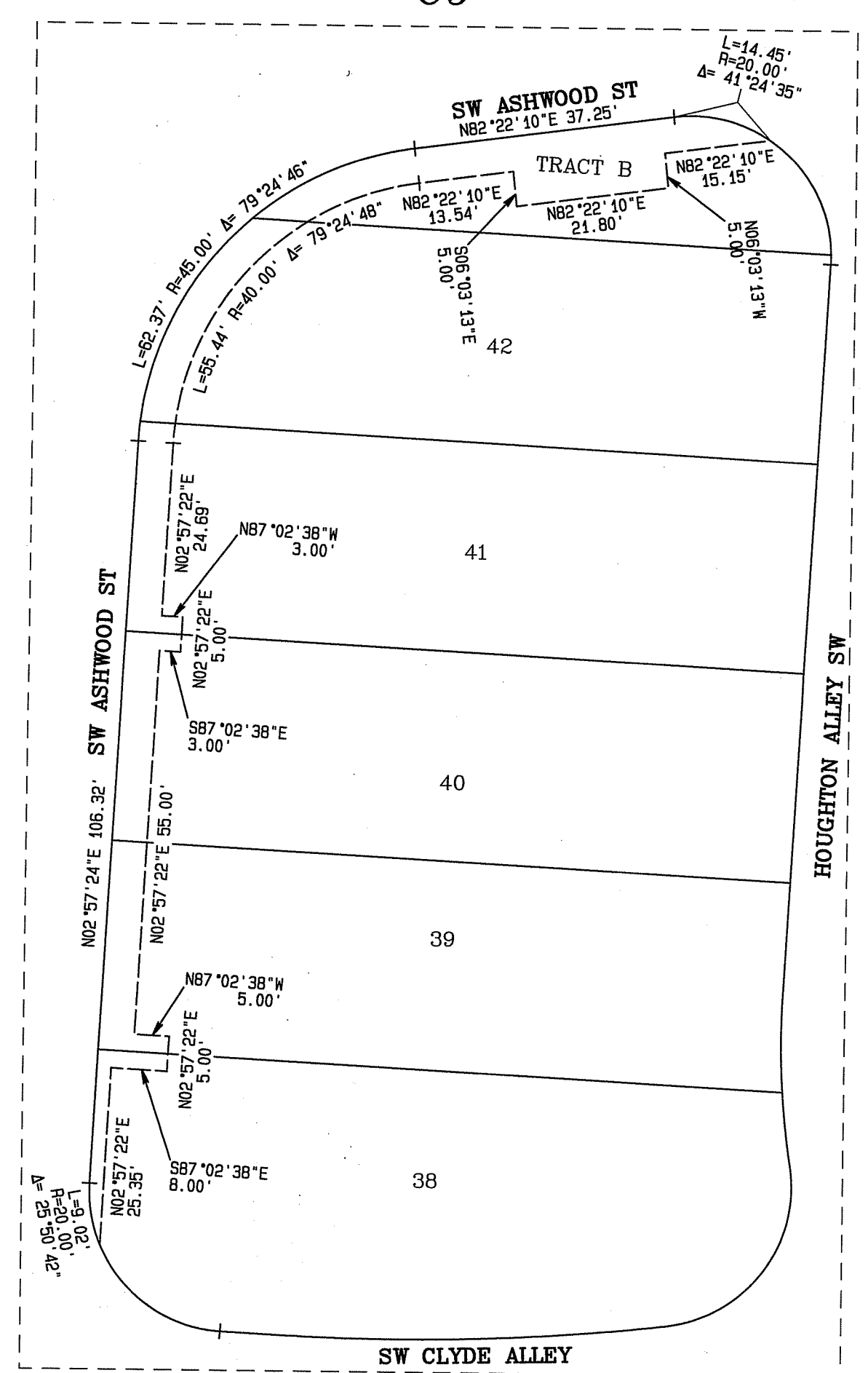
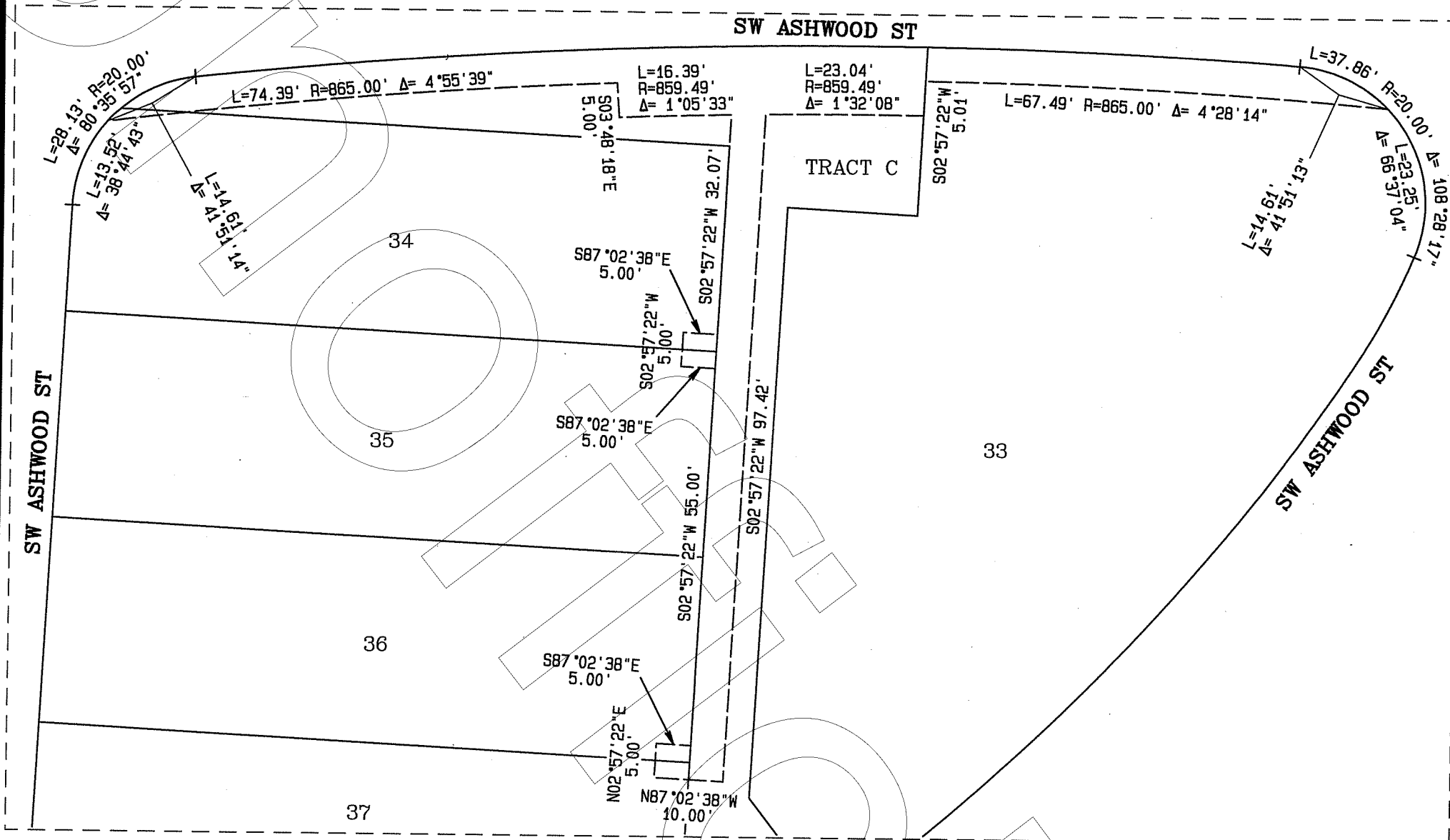
VOLUME/PAGES

McCORMICK WOODS VILLAGE EAST

EASEMENT DETAILS

U8

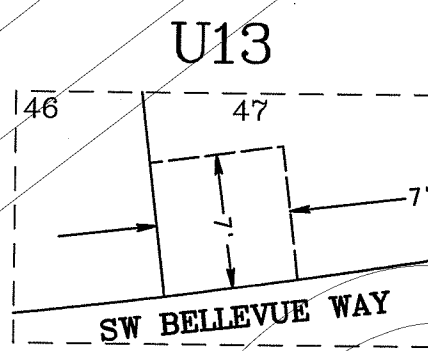
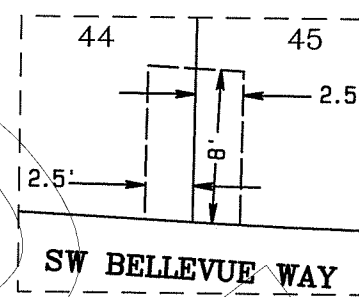
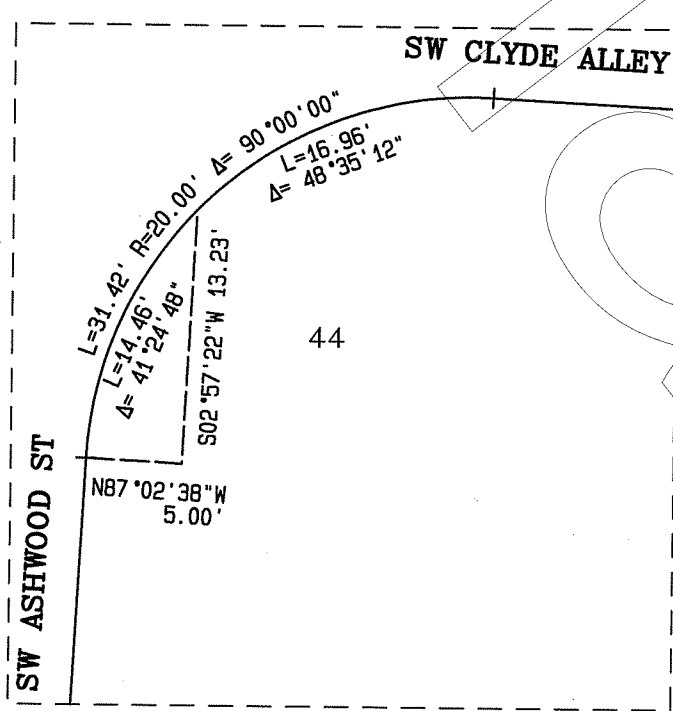
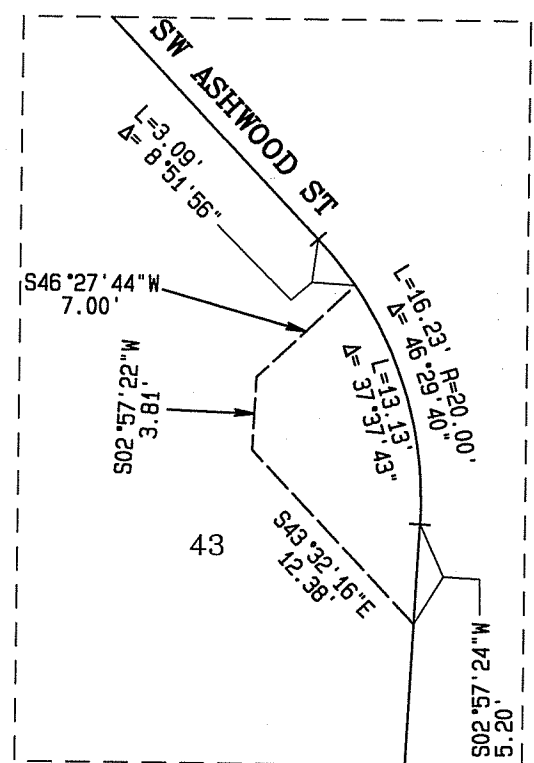
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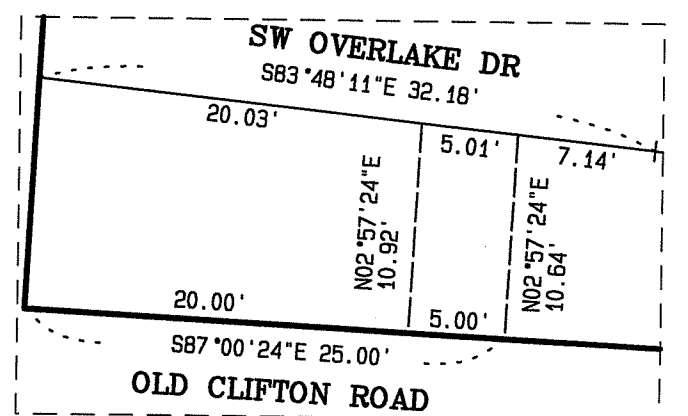
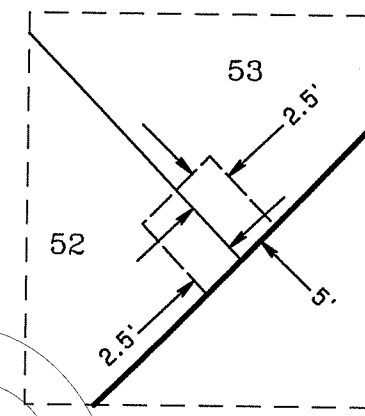
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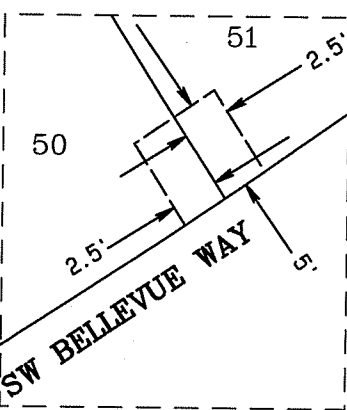
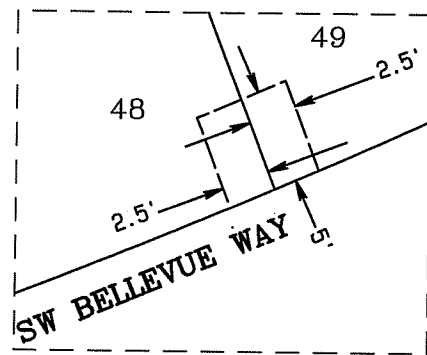
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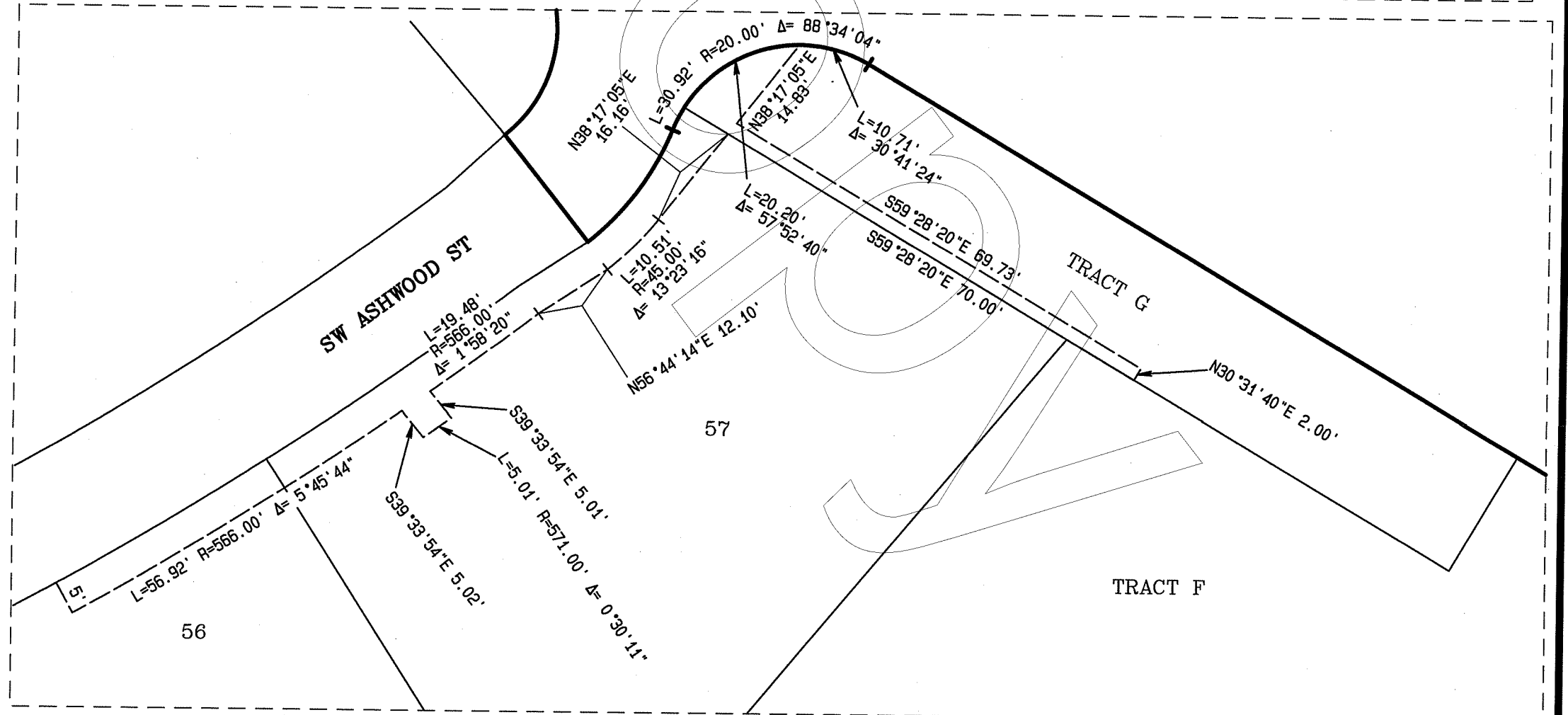


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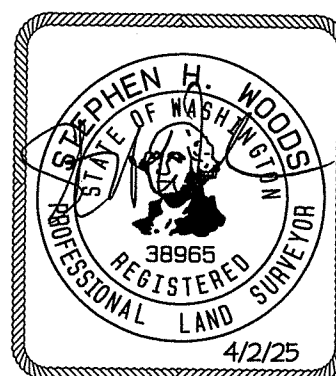
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SHEET 11 OF 11

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V:037 P:053

Mar 23, 2026

CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

EXHIBIT D

VILLAGE WEST PRELIMINARY PLAT



Exhibit E

Design the Parish Creek Augmentation Station, located on City-owned property at 4871 SW Old Clifton Road, Port Orchard, WA 98367 and proposed to cross parcels 072301-1-008-2001 and 072301-1-009-2000 located to the west of the City-owned property. The facility will be designed to provide controlled conveyance of supplemental water flows west toward Parish Creek to support ecological function.

The augmentation station will be capable of delivering up to 250 gallons per minute (gpm) of flow to the receiving system. The station will be connected to an existing source-water supply line and will include manual flow control (valve), metering, de-chlorination, and conveyance infrastructure necessary to reliably introduce augmentation flows to Parish Creek.



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Business Items: 7.C. Adoption of a Resolution Authorizing Submission of an Opportunity Zone Nomination for Census Tract 923 (Bond)
Meeting Date: May 12, 2026
Presenter: Nick Bond, Community Development Director

Summary and Background:

The purpose of this report is to summarize the public process conducted on April 28, 2026 regarding potential Opportunity Zone (OZ) designation for Census Tract 923 and to present a Resolution for Council consideration directing staff to prepare and submit a nomination to the State of Washington.

The federal Opportunity Zone program, established in 2017, is intended to encourage long-term private investment in designated census tracts through federal tax incentives. Investors may defer eligible capital gains by reinvesting them into Qualified Opportunity Funds, which must in turn invest in real estate or operating businesses located within OZ-designated areas. Investments held for at least ten years may qualify for additional federal tax benefits. These incentives are designed to attract private capital, support job creation, and stimulate economic development in communities that meet federal eligibility criteria.

Port Orchard received two OZ designations during the state's initial nomination cycle. Since then, federal reforms have strengthened reporting requirements, refined eligibility standards, and emphasized measurable community benefits. Updated federal criteria have resulted in only two Port Orchard census tracts qualifying for the 2026 designation cycle, including Census Tract 923.

The Washington State Department of Commerce will administer a competitive nomination process, with demonstrated community support identified as a key scoring factor.

On April 28, 2026, the City Council held a duly noticed public hearing to receive testimony from residents, businesses, and stakeholders regarding whether the City should pursue OZ designation for Census Tract 923. Staff presented an overview of the program, recent federal updates, and the state's evaluation process. Public comments were received, and Council deliberated on the potential benefits and considerations associated with submitting a nomination.

Following testimony and discussion, the Council directed staff to prepare a Resolution expressing the City’s intent to pursue Opportunity Zone designation and authorizing staff to prepare and submit a nomination package to the Washington State Department of Commerce.

Relationship to Comprehensive Plan: 6 - Economic Development

Recommendation: Based on Council direction at the April 28, 2026 meeting, staff recommends adoption of the attached Resolution authorizing preparation and submittal of an Opportunity Zone nomination for Census Tract 923.

Motion for Consideration: “I move to approve the Resolution authorizing City staff to prepare and submit an application for Opportunity Zone designation for Census Tract 923 as presented.”

Has item been presented to Committee/Work Study? Yes

If so, which one: City Council

Fiscal Impact: None foreseen.

Alternatives: Do not approve the Resolution.

Attachments:

- 1. 2 RESO Opportunity Zone 20260505(11235801.1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, DIRECTING STAFF TO PREPARE AND SUBMIT AN APPLICATION FOR OPPORTUNITY ZONE DESIGNATION FOR CENSUS TRACT 932

WHEREAS, the federal Opportunity Zone (OZ) program was established under the Tax Cuts and Jobs Act of 2017 to encourage long-term private investment in designated census tracts, and subsequent federal legislation including the Consolidated Appropriations Act of 2021 has strengthened reporting and compliance requirements for Qualified Opportunity Funds; and

WHEREAS, the U.S. Department of the Treasury has authorized a new Opportunity Zone designation cycle in 2026, and updated federal eligibility rules have narrowed qualifying areas statewide; and

WHEREAS, Census Tract 932 is one of only two census tracts within Port Orchard city limits that qualifies under the revised 2026 federal eligibility criteria, and designation may provide access to economic development incentives intended to attract private capital investment, support job creation, and strengthen local community development outcomes; and

WHEREAS, the City of Port Orchard held a public hearing on April 21, 2026, to solicit community input regarding whether the City should pursue designation for Census Tract 932, and documented legislative and community support strengthens the City's competitiveness under the Washington State Department of Commerce scoring process; and

WHEREAS, the City Council finds pursuing the Opportunity Zone designation for Census Tract 932 is in the best interests of the City because it aligns with multiple goals contained in the City's Comprehensive Plan and subarea plans for Sedgwick-Bethel and Bethel-Lund, and carries no direct fiscal impact to the City but potentially provides economic development as set forth herein; now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City of Port Orchard shall prepare, complete, and submit an application to the Washington State Department of Commerce seeking Opportunity Zone designation for

Census Tract 932, including all required materials necessary to support a competitive nomination during the 2026 designation cycle. The Mayor or his designee is authorized to take all action consistent with this authorization to effectuate the direction herein.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this _____ day of _____ 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Wallace, MMC, City Clerk



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
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Agenda Staff Report

Business Items: 7.D.
Adoption of a Resolution Authorizing the Retention of ER&R Vehicle #1012 and Expanding the Existing Public Works Fleet (Ryan)

Meeting Date: May 12, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City's Equipment Rental and Revolving Fund (ER&R) fleet plan originally identified ER&R Vehicle #1012 for surplus and replacement during the current biennium. Upon further review of operational needs and staffing growth within Public Works, the department recommends retaining Vehicle #1012 and expanding the fleet.

Public Works has added operational personnel in recent months, resulting in increased daily demand for shared fleet resources. The Public Works Operations Administration team requires access to a dedicated vehicle to support inter-facility travel, field coordination, project visits, and day-to-day operational duties. The existing fleet cannot consistently meet this need, and retaining Vehicle #1012 provides an immediate and cost-effective solution without requiring the purchase of a new vehicle at this time.

A mechanical evaluation confirmed that Vehicle #1012 remains serviceable with two minor repairs required to maintain safe operation. These repairs are estimated at \$800 and are expected to extend the useful life of the vehicle by approximately five years with routine maintenance. The budget implications associated with retaining the vehicle in the fleet are as follows:

- \$800 in repairs required in year one
- \$11,000 annual contribution to the ER&R replacement reserve for a future replacement vehicle (five-year cycle; estimated EV SUV replacement cost \$55,000)
- \$600 annual operations and maintenance for routine maintenance and minor repairs

These costs will be incorporated as part of ER&R Fund operations and future replacement planning. Retaining Vehicle #1012 supports operational continuity for Public Works and ensures that the growing Operations team has reliable access to a vehicle to perform essential duties.

Relationship to Comprehensive Plan:

Recommendation: Staff recommends adoption of the Resolution authorizing the retention of ER&R Vehicle #1012, removal of the vehicle from the surplus list, and approval of the resulting ER&R fleet expansion.

Motion for Consideration: I move to approve a Resolution authorizing the retention of ER&R Vehicle #1012, removing the vehicle from the surplus list, and expanding the Public Works ER&R fleet accordingly.

Has item been presented to Committee/Work Study? No
If so, which one: N/A

Fiscal Impact: This action results in increased ER&R obligations associated with repairing and maintaining Vehicle #1012 and funding its future replacement. The financial impacts include \$800 in repairs for the first year, \$600 annually for operations and maintenance, and \$11,000 annually to build the replacement fund for a future vehicle. These adjustments require a budget amendment and are supported by the Equipment Rental and Revolving Fund.

Alternatives: Do not approve and provide further direction.

Attachments:

1. RESOLUTION - Vehicle #1012
2. Fleet Modification Request - signed

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, APPROVING
THE PURCHASE OF VEHICLES FOR THE EQUIPMENT RENTAL REVOLVING FUND**

WHEREAS, the City of Port Orchard maintains an Equipment Rental and Revolving Fund (ER&R Fund 500) to support the acquisition, maintenance, and replacement of fleet vehicles; and

WHEREAS, ER&R Vehicle #1012 was originally scheduled for surplus and replacement under the adopted 2025–2026 Biennial Budget and Fleet Plan; and

WHEREAS, the Public Works Operations Administration team requires access to a dedicated vehicle to support inter-facility travel, field coordination, and operational duties, which cannot be reliably met using the current fleet; and

WHEREAS, retaining ER&R Vehicle #1012 will allow Public Works to meet this increased operational demand without immediate acquisition of a new vehicle, ensuring adequate vehicle availability for PW Operations Administration; and

WHEREAS, the City’s Fleet Services staff have evaluated the condition of Vehicle #1012 and determined that only minor repairs—estimated at \$800—are required to maintain the vehicle in safe and functional working condition for an additional estimated five years; and

WHEREAS, retaining the vehicle requires annual contributions to the ER&R replacement fund in the amount of \$11,000 to support future replacement, and ongoing annual maintenance and repair costs estimated at \$600; and

WHEREAS, the City Council finds that the retention of Vehicle #1012 is in the public interest, supports operational continuity, and represents a cost-effective fleet management strategy; and

WHEREAS, to retain the vehicle, the City must formally remove Vehicle #1012 from the surplus list and authorize the expansion of the ER&R fleet. Now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City Council hereby authorizes the retention of ER&R Vehicle #1012 by removing it from the surplus list and continuing its use within the Public Works Engineering Division; approves the expansion of the ER&R fleet by one vehicle to reflect its continued inclusion; and acknowledges the fiscal impacts associated with retaining Vehicle #1012, including the estimated \$800 in first-year repairs, \$600 in annual maintenance and repairs, and the annual \$11,000 contribution to the ER&R replacement reserve, and authorizes these costs to be incorporated into the ER&R Fund through the mid-biennium budget adjustment.

THAT: The Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 12th day of May, 2026.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk



Equipment Rental & Revolving Fund Fleet Modification Request Form

Please state the business case for a change in the fleet standard replacement or modification.

Existing Vehicle: ER&R Vehicle #1012 – PW Operations
(Currently scheduled for surplus under the adopted ER&R replacement plan)

Requested Vehicle: Retention of ER&R Vehicle #1012 and expansion of the Public Works fleet by one unit (vehicle to be reassigned for Public Works Operations Administration use)

Business Case for Changes: Public Works is requesting authorization to retain ER&R Vehicle #1012 rather than surplus it as originally planned, and to formally expand the ER&R fleet by one vehicle. The Public Works Department has experienced increased staffing levels in both operational and administrative functions, resulting in higher daily demand for shared fleet resources. A dedicated vehicle is now needed to support PW Operations Administration for inter-facility travel, field coordination, project site visits, and other operational duties.

Retaining Vehicle #1012 provides an immediate and cost-effective solution that meets this increased operational demand without requiring the purchase of an additional vehicle at this time. The vehicle has been evaluated by Fleet Services and, with minor repairs estimated at \$800, is expected to remain serviceable for approximately five additional years with routine maintenance. Maintaining this vehicle in the fleet ensures adequate transportation support for PW Operations Administration while allowing for proper long-term replacement planning through the ER&R program.

Cost:

- \$800 — Year-one repairs required to keep the vehicle in service
- \$11,000 annually — Contribution to the ER&R replacement fund for future replacement (based on estimated EV SUV replacement cost of \$55,000 over five years)
- \$600 annually — Routine operations and maintenance costs

I have reviewed the vehicles and equipment listed above. The information included above represents the fleets' current state and my departments assessment of future needs for the fleet.

Department Director

Eric Evans

Eric Evans (May 8, 2026 10:07:32 PDT)

Mechanic

Date

05/08/26

Date

Fleet Modification Request

Final Audit Report

2026-05-08

Created:	2026-05-07
By:	Sayre Thompson (sthompson@portorchardwa.gov)
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"Fleet Modification Request" History

-  Document created by Sayre Thompson (sthompson@portorchardwa.gov)
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-  Document e-signed by Eric Evans (eevans@portorchardwa.gov)
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-  Agreement completed.
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City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.E.
Adoption of a Resolution Accepting a 2026 Congressionally Directed Spending Appropriation for the Bay Street Reconstruction Project (Ryan)

Meeting Date: May 12, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City of Port Orchard has been awarded \$3,554,000 as earmarked Federal Highways Administration funding through 2026 Congressionally Directed Spending for the Bay Street Re-Construction Project, based on action by Senator Cantwell. This appropriation is one of the items included in the fiscal year 2026 Consolidated Appropriations Act, and the award was confirmed by WSDOT in a letter dated April 29, 2026. The funding is restricted to work located within the Bay Street project area and must follow all required federal guidelines, as administrated by FHWA and WSDOT Local Programs. The project will rebuild a key portion of Port Orchard’s downtown infrastructure, which currently faces challenges such as aging utilities and flooding risks related to sea-level rise. The project area is located within a federally designated Opportunity Zone and is near HUD “Low Mod” communities, making reinvestment in this corridor especially important. These improvements support the City’s Downtown Subarea Plan and are expected to contribute to broader downtown revitalization and long-term community and economic activity.

The total estimated cost of the project is \$10,695,000, with the City contributing \$4.2 million and an additional \$3 million in federal funding already secured. These newly-awarded funds provide the remaining federal support needed to advance the project into the construction planning phase in 2026. As required by the federal award, the project must include a 13.5 percent non-federal match, be formally obligated by September 30, 2029, and all funds must be spent by September 30, 2034. The project must also be included in the City’s current TIP/STIP, meet ADA standards, and comply with reporting requirements, including monthly progress billings and twice-annual project reports. With this funding in place, the City can proceed with the next stages of the project and continue planning for construction.

Relationship to Comprehensive Plan: 8 - Transportation

7 - Utilities

6 - Economic Development

Recommendation:

Staff recommends that the City Council accept the Congressionally Directed Spending award of \$3,554,000 for the Bay Street / Downtown Port Orchard Reconstruction Project, and authorize the Mayor to execute all necessary agreements with WSDOT and FHWA to obligate and expend the funds in compliance with federal and state requirements.

Motion for Consideration:

I move to adopt Resolution accepting \$3,554,000 in a Congressionally Directed Spending appropriation for the Bay Street / Downtown Port Orchard Reconstruction Project (WA404).

Has item been presented to Committee/Work Study? No

If so, which one: n/a

Fiscal Impact:

The award provides \$3,554,000 in federal funding. The required 13.5% match is satisfied through existing City contributions included in the adopted Capital Improvement Plan. Funds are reimbursement-based. This action does not require additional appropriation beyond what is currently programmed in the City’s capital budget.

Alternatives: Do not approve and provide further guidance.

Attachments:

- 1. 2026 CDS Earmarks Port Orchard
- 2. RESOLUTION - Bay Street Reconstruction Funding

April 29, 2026

Mr. Denis Ryan
Public Works Director
City of Port Orchard
216 Prospect Street
Port Orchard, WA 98366

**RE: Bay Street Re-Construction
FFY 2026 Congressionally Directed Spending (Earmarks)
Federal Funding**

Dear Mr. Ryan:

WSDOT is pleased to advise you that the above-mentioned project was identified in the Consolidated Appropriations Act, 2026, to receive FHWA earmark funds. The federal funding is limited as detailed below:

Bay Street Re-Construction **\$3,554,000**
Demo ID: WA404
ALN: 20.205

Scope: Project title defines the scope of work on which the funds may be legally expended. The funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project title.

NOTE: Funds require 13.5% non-federal match. Funds must be obligated by September 30, 2029, or they expire. Also, funds must be expended by September 30, 2034, or the funds shall expire and no longer available.

In order to meet state and federal requirements, the following are required:

- ***Project expenditures incurred before receiving notice from Local Programs of federal fund authorization are not eligible for reimbursement.***
- Please refer to the Local Programs web page for detailed information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ [Local Agency Guidelines \(LAG\) manual](#) for detailed requirements regarding programming, authorization, reimbursement, etc.
 - ✓ Projects utilizing federal funds must be included in your current Transportation Improvement Program (TIP) as a complete programmed project. Once your TIP amendment is approved, WSDOT will amend the Statewide Transportation Improvement Program (STIP).

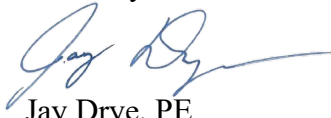
Mr. Denis Ryan
City of Port Orchard
April 29, 2026

- ✓ [Funding and billing forms.](#)
- ✓ [Local Project Report](#) is required to be completed by the end of June and December each year. To access the database you will need an account name and password. Your account name is **Port Orchard** and your password is **PorOr576**. The password is case sensitive.
 - If the project is not actively pursued, or becomes inactive (23 CFR 630), the project is at risk of being cancelled and funds repaid.
 - FHWA requires that all projects are ADA compliant upon completion or the federal funds must be repaid.

As a reminder, Local Programs requires all agencies to submit monthly progress billings to ensure timely reimbursement of eligible federal expenditures.

For questions or assistance, please contact your Region Local Programs Engineer, John Ho at 564.669.1018 or John.Ho@wsdot.wa.gov.

Sincerely,



Jay Drye, PE
Director
Local Programs

JD:st:cdm

cc: Kelly McGourty, Transportation Director, PSRC
John Ho, PE, Olympic Region Local Programs Engineer

RESOLUTION NO.

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ACCEPTING FEDERAL HIGHWAY ADMINISTRATION CONGRESSIONALLY DIRECTED SPENDING FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE BAY STREET / DOWNTOWN PORT ORCHARD RECONSTRUCTION PROJECT.

WHEREAS, the City of Port Orchard is undertaking the Bay Street / Downtown Port Orchard Reconstruction Project to upgrade aging infrastructure, reduce flooding risk, and support economic redevelopment within the Downtown Subarea Plan; and

WHEREAS, the Federal Highway Administration has awarded the City \$3,554,000 in Congressionally Directed Spending (Earmark WA404) as confirmed by the Washington State Department of Transportation Local Programs Office; and

WHEREAS, these funds require a 13.5% non-federal match, must be obligated by September 30, 2029, and must be expended by September 30, 2034; and

WHEREAS, the City has adequate matching funds identified in its adopted Capital Improvement Program; and

WHEREAS, acceptance of this funding supports the project's progression into construction and aligns with the City's adopted capital planning. Now, therefore;

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City hereby accepts the award of \$3,554,000 in FHWA Congressionally Directed Spending funds for the Bay Street / Downtown Port Orchard Reconstruction Project.

THAT: The City hereby accepts the award of \$3,554,000 in FHWA Congressionally Directed Spending funds for the Bay Street / Downtown Port Orchard Reconstruction Project.

THAT: This Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 12th May, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC



City of Port Orchard
216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Business Items: 7.F. Approval of Amendment No. 1 to Contract C088-25 with Transpo Group Inc. for Additional Services Related to the SW Old Clifton Road / Anderson Hill Road Intersection Improvements (Ryan)

Meeting Date: May 12, 2026

Presenter: Denis Ryan, Public Works Director

Summary and Background:

The City executed Contract C088-25 with Transpo Group Inc. on August 29, 2025 for design services for the SW Old Clifton Road and Anderson Hill Road SW Intersection Improvements Project in an amount not to exceed \$294,300.00. The project builds upon a previous 75% design completed in 2018 and advances it to full 100% design, including updated standards, permitting, utility coordination, roadway geometry, pedestrian features, environmental review, and illumination upgrades.

During project development, several additional needs were identified that were not included in the original contract scope:

- Project management and subconsultant coordination
- Additional topographic survey work due to updated grading impacts and stream delineation requirements (Subtask 2.3 – Supplemental Topographic Survey)
- Additional environmental permitting tasks, including a stream delineation and mitigation plan (Task 3 – Environmental Permitting)

These additional services are outlined in Exhibit A-1 – Scope of Work and are necessary to complete the required environmental documentation and final design.

Transpo Group provided a revised fee estimate in the amount of \$30,800.00, as shown in the Amendment 1 Cost Estimate Worksheet dated April 23, 2026.

Amendment No. 1 adds these tasks and updates the contract total accordingly but does not modify other terms of the Agreement.

Relationship to Comprehensive Plan: 8 - Transportation

Recommendation: Staff recommends approval of Amendment No. 1 to Contract C088-25 with Transpo Group Inc. to include additional design, survey, and permitting services as described in

Exhibit A-1, and to increase the contract amount by \$30,800.00, for a new total contract value of \$325,100.00.

Motion for Consideration: I move to approve Amendment No. 1 to Contract C088-25 with Transpo Group Inc. in the amount of \$30,800.00 for additional design, survey, and environmental permitting services for the SW Old Clifton Road and Anderson Hill Road SW Intersection Improvements Project.

Has item been presented to Committee/Work Study? No
If so, which one: N/A

Fiscal Impact:
Ordinance 007-26 amended the 2025-2026 budget and provided additional funding for Anderson Hill RAB to cover the additional cost of \$30,800.00. The adjustment will be supported from a restricted revenue source from Bayside Developer fee revenue, consistent with the fiscal approach described for the original contract approval.

Alternatives: Do not approve and provide further guidance.

- Attachments:**
1. C088-25 Amendment No. 1
 2. RESOLUTION - Old Clifton Anderson Hill

CITY OF PORT ORCHARD

Authorization for Amendment No. 1

Date: <u>4/23/2026</u> Project: <u>Anderson Hill RAB Design</u> Contract / Job # <u>C088-25</u>	Contractor: <u>Transpo Group Inc.</u> <u>12131 113th Ave NE,</u> <u>Suite 203 Kirkland, WA 98034</u>
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THIS Amendment AUTHORIZES THE FOLLOWING CHANGES TO THE CONTRACT C088-25:
 and a revised fee estimate as described in Exhibit A-1 – Scope of Work and the Amendment 1 Fee Estimate. Agreement C088-25 is amended to include supplemental project management, additional survey work (Subtask 2.3 – Supplemental Topographic Survey), and environmental permitting services including a stream delineation and mitigation plan, as further detailed in Exhibit A-1. The fee for these additional services shall be as shown in the Amendment 1 Cost Estimate Worksheet dated April 23, 2026. In all other respects, the underlying Agreement between the parties shall remain in full force and effect, amended as set forth herein, but only as set forth herein.

Contract History					
	Amount	Sales Tax	Total	Date	Appvd by
Original Contract	\$294,300.00	\$0.00	\$294,300.00	29-Aug-25	Council
Change Order 1	\$30,800.00	\$0.00	\$30,800.00	12-May-26	Council
Total Contract	\$30,800.00	\$0.00	\$325,100.00		

I have reviewed the Amendment information above and certify that to the best of my knowledge descriptions and costs are true and accurate.

Contractor Approval Signature

Public Works Director

Printed Name & Title

Printed Name

Public Works Contracts Greater than \$35,000: Change Orders that do not exceed 10%, with a maximum of \$50,000, of either legally authorized budget limit or contract amount established by City Council can be approved by the Public Works Director. Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **\$50,000-\$100,000 require Mayoral Approval. \$100,000 and over require Council Approval**

Public Works Contracts under \$35,000, change orders that individually do not exceed \$7,500 with an aggregate cap of \$10,000.

Public Works Contracts unbudgeted and under \$7,500: All Change Orders that do not exceed an aggregate cap of \$7,500 (Excluding underlying value), provided there are departmental funds available in the budget.

All Departments: Mayor approves any and all Change orders that do not exceed 10% of either authorized budget limit or contract amount established by City Council. **With a maximum aggregate amount of \$100,000.** Total Contract Amount shall reset to reflect new Council-approved contract totals authorized prior to the requested change order. **Any individual Change order that is over \$100,000 requires Council approval.**

Approved: _____
Mayor

Attest: _____
City Clerk

Council Approval Date

Exhibit A-1 – Scope of Work

Client Name:	City of Port Orchard		
Project Name:	SW Old Clifton Rd/Anderson Hill Rd SW Intersection Improvements		
Original Agreement Dated:	August 29, 2025		
Amendment Dated:	April 23, 2026	TG:	1.25220.00

The existing Agreement for Services between Transpo Group (Transpo) and the City of Port Orchard (Client) is amended to include the following additional services and revised fee projection. All terms and conditions described in the Agreement remain in force and are not modified by this Amendment.

Scope of Services

In addition to the services described in Exhibit A of the Agreement, Transpo will provide the following services:

TASK 1 Project Management / Meetings

The CONSULTANT will provide ongoing project management and subconsultant coordination associated with the additional work outlined in this contract amendment.

TASK 2 Data Collection and Analysis

SUBTASK 2.3 – Supplemental Topographic Survey (PACE)

The original scope of services assumed no additional survey work would be necessary. Due to additional grading impacts and to support the stream delineation efforts, additional survey is necessary for the project.

The CONSULTANT will use in-house survey staff to perform all field survey work to supplement and extend the current topographic plan as shown in ATTACHMENT A. Supplemental survey information will include additional topographic information in the northwest and northeast corners of the intersection, along the south right-of-way (ROW) line, and the shoulders extending west of the project. Additionally, the CONSULTANT will survey flags placed under Task 3 as described below, pothole locations if available, and review existing ROW.

Subtask 2.3 Assumptions

- *The CLIENT will coordinate right-of-entries, if needed. The CONSULTANT will notify the CLIENT of any right-of-entry needs to conduct the work.*

Subtask 2.3 CONSULTANT Deliverables

- *Topographic survey CAD file, incorporating newly collected survey data, merged with original survey file to provide a single, consolidated base mapping dataset.*

Subtask 2.3 CLIENT Responsibilities

- *Coordinate right-of-entries, as needed.*

TASK 3 Environmental Permitting (GeoEngineers)

The original scope of services assumed the 2018 critical areas report and mitigation plan would be used for permitting purposes. To account for updated code requirements, revised project impact boundaries, and verify the stream delineation, the CONSULTANT will conduct a site visit and prepare a stream delineation report with buffer mitigation plan.



The CONSULTANT will conduct a site visit to delineate the stream with flags within the project area. A sketch of the flag locations will be prepared and provided for survey purposes (Subtask 2.3). A stream delineation report will be prepared for permitting purposes. This report will document onsite conditions, stream type, buffer width, and proposed buffer mitigation. The mitigation plan will be based on impact areas provided by the design team such as, but not limited to: staging areas, excavation areas, and other permanent and temporary impacts. The CONSULTANT will also recommend plant selections to be installed as mitigation for stream buffer impacts based on an assessment of the area from the site visit.

Task 3 Assumptions

- *The CLIENT will secure permission for the CONSULTANT to access the project area for the site visit. The CONSULTANT will notify the CLIENT of any right-of-entry needs to conduct the work.*
- *The site visit will be conducted by up to two biologists. It is anticipated the work will be completed in one day.*
- *No wetlands are present within the project site or within 300 feet of the project work area. No more than one stream will be identified and delineated during the site visit.*
- *The project will only result in stream buffer impacts; i.e. there will be no direct impacts to the stream.*
- *Project impacts are assumed to be compensated for with buffer enhancements including native plantings.*
- *There will be one round of revisions to the stream delineation report before the report is finalized.*
- *Report figures will be developed using the most recent survey base file, which will incorporate surveyed points for the stream delineation flags.*
- *The CLIENT is responsible for permitting fees, if any.*

Task 3 CONSULTANT Deliverables

- *Site visit*
- *Stream delineation and mitigation plan report*

Task 3 CLIENT Responsibilities

- *Coordinate right-of-entries, as needed.*
- *Pay permitting fees, if any.*

Cost Estimate Worksheet

Number / Project Name
1.25220.00

Billing rates are effective from June 28, 2025 through June 26, 2026, within the ranges shown in the attachment
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager

	Project Manager	Quality Control	Civil Lead	Traffic Lead	Civil Support	Traffic Support	Project Admin
initials	BK	RP	CAC2	DGN	VM	NH2	CLF
labor category	Eng L5	Prin L7	Eng L5	Eng L4	Eng L3	Anyl L2	PA L4
cost rate	\$225.00	\$280.00	\$230.00	\$195.00	\$160.00	\$150.00	\$175.00

Labor:

Work Task								Hours	Cost
1 Project Management / Meetings	8		2	2				12	\$2,650
								0	\$0
								0	\$0
Total Hours	8	0	2	2	0	0	0	12	
Labor Costs	\$1,800	\$0	\$460	\$390	\$0	\$0	\$0		\$2,650

Reimbursable Expenses:

Item	Reimburs. Cost
1 Application	
2 Business Meals	
3 Mileage	
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	
Total Reimbursable Expenses	\$0

Subconsultants:

Firm	Subs. Cost
1 PACE	\$11,173
2 GeoEngineers	\$16,940
3 Subconsultant C	
4 Subconsultant D	
5 Subconsultant E	
Total Subconsultants	\$28,113

TOTAL ESTIMATE	\$30,800
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RESOLUTION NO.

A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, ACCEPTING A 2026 FEDERAL HIGHWAY ADMINISTRATION CONGRESSIONALLY DIRECTED SPENDING APPROPRIATION FOR THE BAY STREET / DOWNTOWN PORT ORCHARD RECONSTRUCTION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Port Orchard is undertaking the Bay Street / Downtown Port Orchard Reconstruction Project to upgrade aging infrastructure, reduce flooding risk, and support economic redevelopment within the Downtown Subarea Plan; and

WHEREAS, the City has been awarded \$3,554,000 in Congressionally Directed Spending (Federal Highway Administration Earmark WA404), via the 2026 Consolidated Appropriations Act, as confirmed by the Washington State Department of Transportation Local Programs Office; and

WHEREAS, these funds require the City to comply with all applicable federal regulations for this transportation project, and further require a 13.5% non-federal match, must be obligated by September 30, 2029, and must be expended by September 30, 2034; and

WHEREAS, the City has identified this Project on its Transportation Improvement Program, and has adequate matching funds identified in its adopted Capital Improvement Program; and

WHEREAS, acceptance of this funding supports the project's progression into construction and aligns with the City's adopted capital planning. Now, therefore;

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: It is the intent of the Port Orchard City Council that the recitals set forth above are hereby adopted and incorporated as findings in support of this Resolution.

THAT: The City hereby accepts the award of \$3,554,000 in FHWA Congressionally Directed Spending funds for the Bay Street / Downtown Port Orchard Reconstruction Project.

THAT: The Mayor is authorized to execute all necessary documents to effectuate receipt of the appropriation, and to take all further actions associated with acceptance of the funds.

THAT: This Resolution shall take full force and effect upon passage and signatures hereon.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the Clerk in authentication of such passage this 12th May, 2026.

Robert Putaansuu, Mayor

ATTEST:

City Clerk, Brandy Wallace, MMC

CITY COUNCIL ADVISORY COMMITTEE MEETING DATES

STANDING COMMITTEE	Date & Time	Location
Economic Development and Tourism	May 11, 2026; 9:30am; 2nd Monday of the month	Remote Access
Utilities	May 12, 2026; 4:30pm; 2nd Tuesday of the month	Remote Access
Finance	May 19, 2026; 4:30pm; 3rd Tuesday of the month	Remote Access
Transportation	May 26; 2026; 4:45pm 4 th Tuesday of the month	Remote Access
Land Use	May 20, 2026; 4:45pm; 3rd Wednesday of the month	Remote Access
Lodging Tax Advisory	TBD; 2026	City Hall
Sewer Advisory	June 16, 2026; 3:30pm	1333 Lloyd Parkway
Outside Agency Committees	Varies	Varies
Ad-hoc Review of POMC 2.04	TBD; 2026	City Hall

*Dates subject to change

MAYOR

Robert (Rob) Putaansuu
Mayor
 Administrative Official

CITY COUNCIL

Scott Diener
Councilmember Position 3
 Land Use Committee
 Transportation Committee

Mark Trenary
Councilmember Position 1
 Finance Committee, **Chair**
 Transportation Committee
 KRCC-alt
 KEDA-alt

Jay Rosapepe
Councilmember Position At-Large
 Utilities/Sewer Advisory Committee, **Chair**
 Land Use Committee, **Chair**
 Kitsap Public Health District
 PSRC-alt
 Kitsap Transit

John Morrissey
Councilmember Position 2
Mayor Pro-Tem
 Finance Committee
 E/D & Tourism Committee, **Chair**
 Lodging Tax, **Chair**
 Kitsap Economic Development Alliance

Eric Worden
Councilmember Position 4
 Transportation Committee, **Chair**
 Finance Committee

Heidi Fenton
Councilmember Position 5
 Utilities/Sewer Advisory Committee
 E/D & Tourism Committee
 KRCC
 911-alt

Shirah Dedman
Councilmember Position 6
 E/D & Tourism Committee
 Utilities/Sewer Advisory Committee
 Land Use Committee

DEPARTMENT DIRECTORS

Tim Drury
Municipal Court Judge

Debbie Lund, CEBS SPHR SHRM-SCP
Human Resources Director

Noah Crocker, M.B.A.
Finance Director

Brandy Wallace, MMC, CPRO
City Clerk

Matt Brown
Police Chief

Nicholas Bond, AICP
Community Development Director

Denis Ryan, CPWP-M, CPRP
Public Works Director