



**Meeting Location:**  
Council Chambers, 3<sup>rd</sup> Floor  
216 Prospect Street  
Port Orchard, WA 98366

**Contact us:**  
Phone (360) 876-4407  
[cityhall@portorchardwa.gov](mailto:cityhall@portorchardwa.gov)  
[www.portorchardwa.gov](http://www.portorchardwa.gov)

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**City of Port Orchard City Council  
Regular Meeting Agenda  
July 23, 2024  
6:30 p.m.**

*Due to construction at City Hall, and 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 on the 2<sup>nd</sup> floor of 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 REMOTE ONLY**

**Link:** <https://us02web.zoom.us/j/81447415769>

**Zoom Meeting ID:** 814 4741 5769

**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. CITIZENS COMMENTS** *(This is an opportunity for citizens to address the City Council on any topic. Comments are limited to 3 minutes per speaker. 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.)*

**4. 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 a Lease Agreement with Special Olympics Washington, South Kitsap Flag Football Program for Use of a Portion of Van Zee Park (Wallace) Page 4**

**D. Approval of Amendment No. 1 to Contract No. 017-23 with Systems for Public Safety, Inc., for the Upfitting of Emergency Vehicles (Brown) Page 11**

**E. Approval of the June 25, 2024, City Council Meeting Minutes Page 24**

**5. PRESENTATION**

**6. PUBLIC HEARING**

*(Accepting public testimony from citizens limited to the specific item listed)*

**7. EXECUTIVE SESSION** - Pursuant to RCW 42.30.110(1)(g), the City Council will hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

**8. BUSINESS ITEMS**

**A. Adoption of a Resolution Granting Final Plat Approval for McCormick West Division 13 (Bond) Page 28**

**B. Approval of an Employment Contract for the Chief of Police (Lund) Page 60**

**9. DISCUSSION ITEMS (No Action to be Taken)**

**10. REPORTS OF COUNCIL COMMITTEES**

**11. REPORT OF MAYOR**

**12. REPORT OF DEPARTMENT HEADS**

**13. CITIZEN COMMENTS** *(This is an opportunity for citizens to address the City Council on any topic. Comments are limited to 3 minutes per speaker. 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.)*

**14. CITY COUNCIL GOOD OF THE ORDER**

**15. 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.

**16. ADJOURNMENT**

**CITY COUNCIL ADVISORY 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.)*

<b>STANDING COMMITTEE</b>	<b>Date &amp; Time</b>	<b>Location</b>
<b>Economic Development and Tourism</b>	August 12, 2024; 9:30am – 2 <sup>nd</sup> Monday of the month	Remote Access
<b>Utilities</b>	August 13, 2024; 5:00pm – 2 <sup>nd</sup> Tuesday of the month	Remote Access
<b>Finance</b>	August 20, 2024; 4:00pm – 3 <sup>rd</sup> Tuesday of the month	Remote Access
<b>Transportation</b>	September 24, 2024; 4:30pm- 4 <sup>th</sup> Tuesday of the month	Remote Access
<b>Land Use</b>	August 21, 2024; 4:30pm – 3 <sup>rd</sup> Wednesday of the month	Remote Access
<b>Lodging Tax Advisory</b>	TBD 2024	Remote Access
<b>Sewer Advisory</b>	September 10, 2024' 3:00pm	Remote Access
<b>Outside Agency Committees</b>	Varies	Varies

ADA Requirements: In compliance with the Americans 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.

**REMINDER: Please silence all electronic devices while City Council is in session.**

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**Robert (Rob) Putaansuu**  
**Mayor**  
Administrative Official

**Eric Worden**  
**Councilmember Position 4**  
Land Use Committee  
Utilities/Sewer Advisory Committee  
KRCC-alt

Brandy Wallace, MMC, CPRO  
**City Clerk**  
Matt Brown  
**Police Chief**

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

**Heidi Fenton**  
**Councilmember Position 5**  
Utilities/Sewer Advisory Committee  
E/D & Tourism Committee  
Transportation Committee

Debbie Lund, CEBS SPHR SHRM-SCP  
**Human Resources Director**  
Nicholas Bond, AICP  
**Community Development Director**

**Jay Rosapepe**  
**Councilmember Position 2**  
Utilities/Sewer Advisory Committee, **Chair**  
Land Use Committee, **Chair**  
KEDA-alt

**Fred Chang**  
**Councilmember Position 6**  
**(Mayor Pro-Tempore)**  
E/D & Tourism Committee  
Finance Committee

Noah Crocker, M.B.A.  
**Finance Director**  
Denis Ryan, CPWP-M, CPRP  
**Public Works Director**

**Scott Diener**  
**Councilmember Position 3**  
Land Use Committee  
Transportation Committee  
Kitsap Public Health District

**John Morrissey**  
**Councilmember Position At-Large**  
Finance Committee  
E/D & Tourism Committee  
Lodging Tax, **Chair**  
Kitsap Economic Development Alliance  
PSRC EDD-alt  
Tim Drury  
**Municipal Court Judge**



## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4C

Meeting Date: July 23, 2024

Subject: Approval of a Lease Agreement with the Special Olympics Washington, South Kitsap Flag Football Program for Use of a Portion of Van Zee Park

Prepared By: Brandy Wallace, MMC  
City Clerk

**Summary:** The Special Olympics Washington, South Kitsap Flag Football Program, is requesting temporary use of a portion of Van Zee Park to practice for their Regionals. This organization has utilized the park for this event the last few years.

The proposed use of the field and lights will start August 6, 2024, and end on October 31, 2024, from 5:30PM to 7:00PM every Tuesday and Thursday.

The lights are on an automated system and will be set by Public Works. The lights will be set to turn on 30 minutes before the start of the use of the field and will turn off 30 minutes after the expected end time of the use of the field.

In 2023, the City leased the field for a rate of \$75. Staff was able to pull the usage from 2023 and determined that \$75 is still enough to cover both electricity/utilities and staff/admin costs for the administration of the lease.

**Recommendation:** City staff recommends approval of lease with the lease amount to be \$75.00.

**Relationship to Comprehensive Plan:** N/A

**Has this item been presented to Committee/Work Study? If so, which one:** N/A

**Motion for consideration:** "I move to authorize the Mayor to execute a lease with the Special Olympics Washington, South Kitsap Flag Football Program, for temporary use of the Van Zee Park, including the lights, as presented."

**Fiscal Impact:** A revenue of \$75

**Alternatives:** Do not authorize the use of the lights and/or provide direction to staff.

**Attachments:** Lease agreement and map.



**REAL PROPERTY LEASE  
AGREEMENT NO. \_\_\_\_\_**

LESSOR: CITY OF PORT ORCHARD, a municipal corporation

LESSEE: Special Olympics Washington, South Kitsap Flag Football Program, a non-profit corporation in the State of Washington

ASSESSOR'S TAX PARCEL ID#: Portion of tax parcel #352401-3-026-2000; 300 Tremont Street, Port Orchard, WA

This Lease is made and entered into by and between the CITY OF PORT ORCHARD, a municipal corporation organized and existing under the laws of the State of Washington, herein referred to as Lessor or the City, and Special Olympics Washington, South Kitsap Flag Football Program, herein referred to as Lessee.

**Section 1 - PREMISES**

For and in consideration of the mutual covenants hereinafter contained, Lessor does hereby agree to a non-exclusive lease, let and demise unto the Lessee of a portion of the park described below "as is" between the hours of 5:30 p.m. and 7:00 p.m., on Tuesdays and Thursdays:

Van Zee Park: A portion of Van Zee Park measuring approximately 150 feet by 240 feet as delineated on the attached Exhibit "A".

**Section 2 - TERM**

This lease shall commence on August 6, 2024, and end on October 31, 2024, unless extended pursuant to Section 3, or earlier terminated pursuant to Section 8.

**Section 3 - RENT**

The rent shall be seventy-five dollars (\$75.00) for the term of the lease payable in full without deduction or offset, to the Finance department of the City of Port Orchard on or before October 31, 2024.

**Section 4 – LEASE EXTENSION**

This lease may be extended upon written request of either party and written execution of an extension by both parties, prior to the end date.

**Section 5 - CONDITIONS OF USE**

- A. It is understood and agreed between the parties that the Lessee shall not utilize the premises other than for organizing and administering youth athletic programs.
- B. The Lessee shall comply with all regulations and guidance disseminated by all federal, state and local officials pertaining to the COVID-19 pandemic that are in effect on the date of the event, including the preparation and implementation of a COVID-19 Safety

Plan, face covering and social distancing requirements, and associated public health and safety infrastructure.

- C. The Lessee is prohibited to make any improvements to the PREMISES and the areas immediately adjacent to the PREMISES.
- D. Lessee shall maintain a clean and operational portable restroom available for use during practice hours.
- E. Lessee shall not sublease or rent any portion of the above-described real property without the prior written consent of Lessor, and consent to a sub-lease or rental agreement shall not be deemed to be consent to any subsequent sub-lease or rental agreement.
- F. Lessee agrees to maintain the above-described real property during the term of this lease and shall be responsible for the maintenance and upkeep of said area at all times, including but not limited to turf and shall be responsible for maintaining said area in an orderly state and sanitary condition.

#### **Section 6 - INDEMNIFICATION; INSURANCE.**

- A. Lessor, its officers, elected officials, employees and agents, shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the leased premises or any part thereof, or caused by and/or arising from any act or omission of Lessee or any of its agents, employees, licensees or invitees or by or from any accident on the leased premises or any fire or other casualty thereon or occasioned by the failure of Lessee to maintain said premises or to cause the same to be maintained in a safe condition or by a nuisance made or suffered thereon, or arising from any other cause whatsoever; and Lessee, as a material part of the consideration of this lease, hereby waives on its behalf all claims and demands against Lessor and hereby indemnifies and agrees to defend and hold Lessor, its officers, elected officials, employees and agents, entirely free and harmless from all liability for damages and costs of other persons for any such loss, damage or injury, together with all costs, reasonable attorney's fees and expenses arising therefrom.
- B. Lessee shall procure and maintain during the lease term a commercial general liability policy against claims for injuries to persons or damage to property that may arise from or in connection with Lessee's use of the leased premises. Said policy shall have insurance limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Said policy shall be endorsed to name the Lessor as an additional insured and to state that coverage shall not be cancelled unless Lessor has received thirty (30) days written notice by certified mail, return receipt requested.

**Section 7 - ASSIGNMENT**

Lessee shall not assign or transfer this lease or any interest therein without the prior written consent of Lessor, and such consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any such assignments without such consent shall be void, and shall at the option of Lessor, terminate with this lease.

**Section 8 - DEFAULT**

In the event the Lessee shall fail to keep and perform any of the covenants and agreements herein contained, including compliance with then-applicable COVID-19 public health directives or the maintenance of a proper insurance policy as described above, Lessor may terminate this lease by giving written notice to Lessee. Provided, however, that with the exception of Lessee's failure to maintain a proper insurance policy as described above, Lessee shall be given a minimum of five (5) days upon receiving written notice to cure any default prior to lease termination. Lessee's failure to maintain a proper insurance policy as described above is not subject to Lessee's right to cure and shall be grounds for immediate termination of the lease by Lessor. In the event of any such lease termination, Lessor, in addition to the other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises.

**Section 9 - WAIVER**

Lessor's waiver of one or more covenants or conditions shall not be construed as a waiver of a subsequent breach of the same or other covenants or conditions.

**Section 10 - PARTIES BOUND**

The covenants and conditions herein contained shall, subject to the provisions as to assignment and transfer, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

**Section 11 - LESSOR'S RESERVATION**

Lessor reserves the right, without liability to Lessee, to inspect the premises at reasonable times, upon reasonable notice, and without unreasonable interference to Lessee's activities on the premises.

**Section 12 - ENTIRE AGREEMENT**

This lease sets forth the entire agreement between the parties and it shall not be modified in any manner except by an instrument in writing executed by the parties.

**Section 13 - JURISDICTION, VENUE AND ATTORNEY FEES**

Any action for claims arising out of or relating to this lease shall be governed by the laws of the State of Washington. Venue shall be in Kitsap County Superior Court. In any suit or action instituted to enforce any right or obligation granted in this lease, the substantially

prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease the 23rd day of July 2024.

LESSOR:

City of Port Orchard

By: \_\_\_\_\_  
It's: Mayor

LESSEE:

Special Olympics Washington, South  
Kitsap Flag Football Program

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

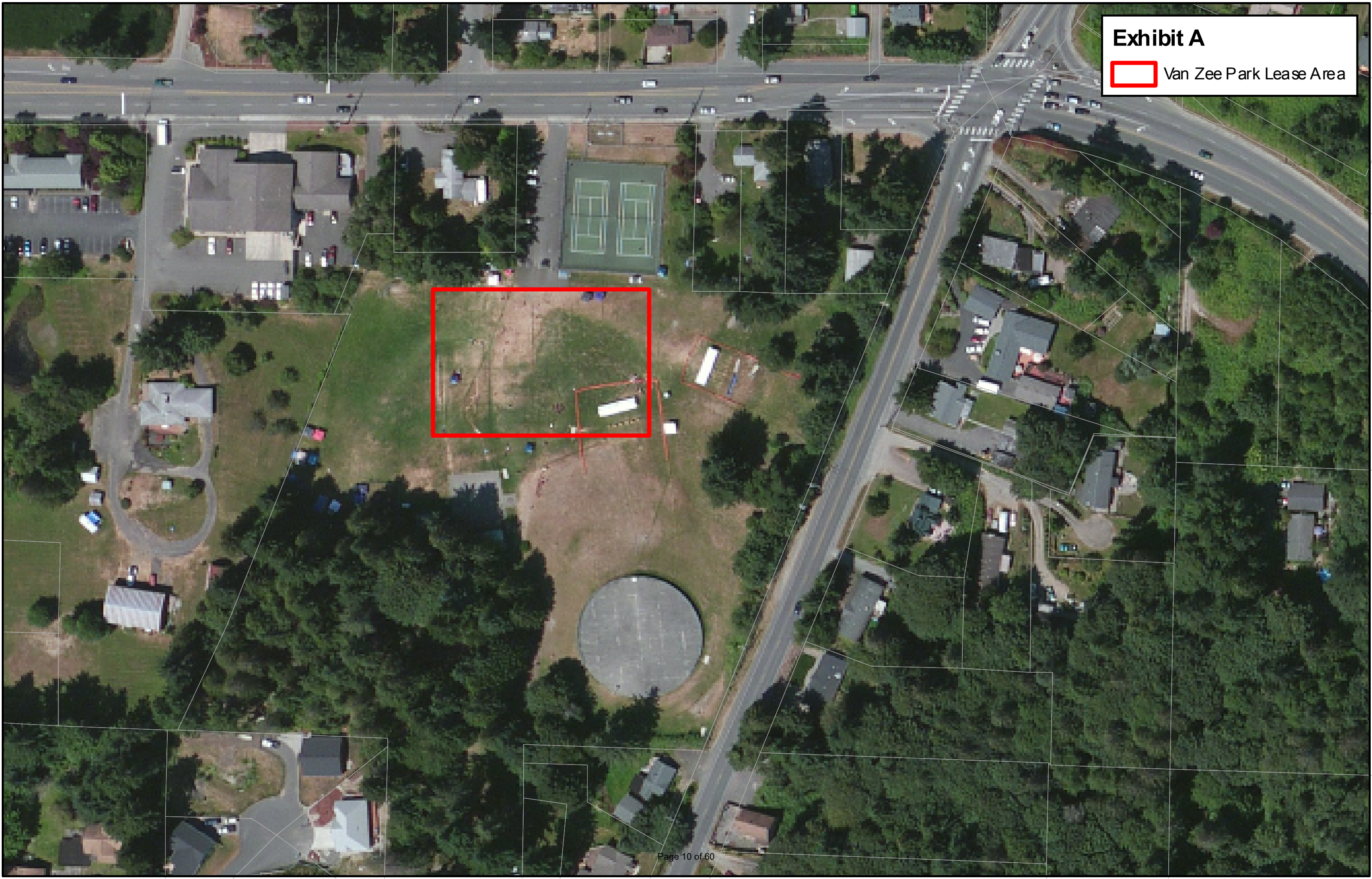
\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlette A. Archer, City Attorney

**Exhibit A**

 Van Zee Park Lease Area





## **Agenda Staff Report**

Agenda Item No.: Consent Agenda 4D

Meeting Date: July 23, 2024

Subject: Approval of an Amendment No. 1 to  
Contract No. 017-23 with Systems for  
Public Safety, Inc., for the Upfitting of  
Emergency Vehicles

Prepared By: M. Brown

**Summary:** In 2022, the Police Department recognized the need to update and modernize the City's fleet of emergency response vehicles. This modernization would include the upfitting of police vehicles with all necessary emergency equipment and lighting.

Pursuant to the City's Procurement policies, adopted by Resolution No. 036-22, the City's Police Department managed a full procurement process that resulted in the receipt of one (1) bid. The City selected Systems for Public Safety, Inc., for the Project and the City executed Contract No. 017-23 for these services in January 2023.

Since executing the original agreement, the City identified a need for three (3) additional vehicles to be upfitted by this vendor, and the original agreement allowed for the addition of more vehicles to the scope, subject to an annual rate increase by the vendor.

Amendment 1 to Contract No. 017-23 provides the City with the upfitting of a total of twelve (12) emergency vehicles, under the pricing terms and conditions of the Underlying Agreement.

**Recommendation:** Staff recommends the Council adopt a Resolution approving Amendment 1 to Contract No. 017-23 for the upfitting of police vehicles with all necessary emergency equipment and lighting in the amount of \$275,585.44 (applicable tax included), inclusive of all amounts paid to date.

**Relationship to Comprehensive Plan:** None

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

**Motion for consideration:** "I move to authorize the Mayor to sign Amendment 1 to Contract No. 017-23 with Systems for Public Safety, Inc., for the upfitting of police vehicles with all necessary emergency equipment and lighting in the amount of \$275,585.44 (applicable tax included), inclusive of all amounts paid to date.

**Fiscal Impact:** To be included in the Fall 2024 budget review.

**Alternatives:** Do not approve and offer additional guidance.

**Attachments:** Resolution  
Contract No. 017-23 Amendment 1  
Exhibit A - Contract No. 017-23  
Exhibit B – 2024 Pricing Lists



**RESOLUTION NO. \*\*-24**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, AMENDING CONTRACT NO. 017-023 FOR THE UPFITTING OF POLICE VEHICLES WITH ALL NECESSARY EMERGENCY EQUIPMENT AND LIGHTING.**

**WHEREAS**, in 2022, the City identified the need to update and modernize the City’s fleet of emergency response vehicles (“Project”); and

**WHEREAS**, through a full procurement process that resulted in the City’s receipt of one (1) bid, the City selected Systems for Public Safety Inc. as the vendor to provide the necessary services for the Project and the City executed Contract No. 017-023 for these services in January 6, 2023 (“Agreement”); and

**WHEREAS**, since executing the Agreement, the City identified the need for additional vehicles to be outfitted by this vendor; and

**WHEREAS**, the Agreement allowed for the addition of more vehicles to the scope, subject to an annual rate increase issued by the vendor; and

**WHEREAS**, the parties have negotiated an amendment to the Agreement for these additional vehicles to be outfitted, at the 2024 rates; and

**WHEREAS**, the Port Orchard City Council, at the 2015 recommendation of the State Auditor’s Office, wishes to document their selection/procurement process as described above for this particular contract by Resolution; 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 authorizes the Mayor to execute Amendment No. 1 to Contract No. 017-23 with Systems for Public Safety, Inc., for the upfitting of additional police vehicles with all necessary emergency equipment and lighting.

**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 on this 23<sup>rd</sup> day of July 2024.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

**Amendment No. 1 to Contract No. 017-023**  
**CITY OF PORT ORCHARD PRODUCT AND SERVICES AGREEMENT WITH**  
***System for Public Safety, Inc.***

THIS AMENDMENT No. 1 to Contract No. 017-23 (“Amendment”) is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Systems for Public Safety, Inc., a Washington corporation (“Vendor”). City and Consultant are each a “Party” and together “Parties” to this Amendment.

**RECITALS:**

WHEREAS, on the January 6, 2023, the City executed a Product and Services Agreement for the outfitting of police and emergency vehicles with the Vendor (“Underlying Agreement”); and

WHEREAS, the City has identified the need for additional vehicles, has separately approved those purchases, and now need to amend the Underlying Agreement to increase the number of police and emergency vehicles to be outfitted by the Vendor;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties thereto as follows:

**FIRST AMENDMENT TO AGREEMENT:**

1. **Amendment.** The Agreement is hereby amended in part to read as follows:

Section 4. Compensation and Payment. This section shall be amended to increase the total not to exceed sum to \$275,585.44, inclusive of all amounts paid to date under the Underlying Agreement.

Exhibit A/Attachment A – Scope of Work. This Exhibit A is amended, at Section 3, to identify the need to outfit an additional three (3) vehicles that require outfitting under the pricing terms and conditions of the Underlying Agreement, for a new total of twelve (12) vehicles for outfitting, including the nine (9) vehicles identified in the Underlying Agreement.

Attachment B – Price List. This Attachment B is amended to substitute the 2024 rates attached hereto as Exhibit A and incorporated into the Underlying Agreement by this reference.

2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of [DATE], 20  .

DATED this    day of                   , 20  .

CITY OF PORT ORCHARD, WASHINGTON

CONSULTANT

\_\_\_\_\_  
Robert Putaansuu, Mayor

\_\_\_\_\_  
Signature

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Charlotte A. Archer, City Attorney

**Systems for Public Safety Inc.**

2520 112th St. S.  
Lakewood, WA. 98499

Phone: 253-983-1103 Fax: 253-983-1101

Your One Stop Shop for Emergency Vehicle Needs

**INVOICE**

**46416**

Org. Est. # 050618

**Invoice from History**

Printed Date: 07/10/2024

**Work Completed: 07/03/2024**

**Port Orchard Police Department - Matt Brown**

546 Bay St  
Port Orchard, WA 98366

**2024 Ford - Police Interceptor Utility -**

Lic # : Odometer In : 14  
Unit # : 35 1114  
VIN # : 1FM5K8AC0 **RGA05691** Hat # : 06/27/24

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
Legacy Duo Core Bundle <i>Core Legacy Package</i>	1.00	3,380.00	3,380.00	Install all listed equipment and customer supplied radio.	52.00	4,950.00
Legacy Duo WeCanX Size: 48" <i>EB8DEDE</i>	1.00	0.00	n/c	Install secondary PA at rear of vehicle.	1.00	95.00
VEHICLE-TO-VEHICLE SYNC MODULE (In Lightbar) <i>CLBV2V</i>	1.00	224.77	224.77	Retrofit Opticom Install Radio to be supplied via Kitsap Co Radio ETA MAY Brand New L3Harris XL-200M, to come fully kitted Antenna will be multiband LMR Connection (LTE enabled)	2.00	190.00
Cencom CORE Siren Amplifier <i>C399</i>	1.00	0.00	n/c	Radio director: Scott Peabody speabody@kitsap911.org 360-552-8402		
WeCanX KNOB/SLIDE CONTROL HEAD <i>CCTL6</i>	1.00	0.00	n/c	Install Graphics Package Reflective		795.00
OBDII CANPORT KIT 2021 F150 <i>C399K7</i>	1.00	0.00	n/c	Department- Each Side Police- Each Side & Rear Service. Honor. Integrity- Each Side Flag- Rear Unit Number- Rear		
Core Output Expansion Module <i>CEM16</i>	2.00	201.00	402.00			
Core Microphone Extension Cable <i>01-0448144-000</i>	1.00	84.63	84.63			
Whelen PA Mic <i>WSMIC321</i>	1.00	127.72	127.72			
Core Mic "Y" Harness <i>COREHMIC</i>	1.00	65.00	65.00			
Strobe Preemption power supply, encodeable <i>PE215</i>	1.00	540.00	540.00			
Y-Harness for PE215 Opticom Power Supply <i>46-0743191-000</i>	1.00	26.67	26.67			
Strobe Cable <i>16/3 1/M</i>	25.00	2.84	71.00			
Micro-Thin Strobe Light <i>20.1850</i>	1.00	191.69	191.69			
100W Siren Speaker, Whelen <i>SA315P-</i>	1.00	204.00	204.00			
Universal Siren Speaker Bracket <i>SAK1</i>	1.00	24.00	24.00			
Flush Mount Light Head, Red/Blue <i>416300-RB</i>	2.00	72.86	145.72			
DIR,12 LED,HIDE-A-BLAST,TWIST LOCK,B/W <i>CD9012-PI-BW</i>	3.00	94.13	282.39			
DIR,12 LED,HIDE-A-BLAST,TWIST LOCK,R/W <i>CD9012-PI-RW</i>	1.00	94.13	94.13			

Visit us on the web: [www.systemsforpublicsafety.com](http://www.systemsforpublicsafety.com)

Email Address: [service@systemsforpublicsafety.com](mailto:service@systemsforpublicsafety.com)

**Systems for Public Safety Inc.**

2520 112th St. S.  
Lakewood, WA. 98499

Phone: 253-983-1103 Fax: 253-983-1101

Your One Stop Shop for Emergency Vehicle Needs

**INVOICE**

**46416**

Org. Est. # 050618

**Invoice from History**

Printed Date: 07/10/2024

**Work Completed: 07/03/2024**

**Port Orchard Police Department - Matt Brown**

546 Bay St  
Port Orchard, WA 98366

2024 Ford - Police Interceptor Utility -

Lic # :

Odometer In : 14

Unit # : 35 1114

VIN # : 1FM5K8AC0 RGA05691

Hat # : 06/27/24

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
3" Round Compartment Light, Red/White 3SRCCDCR	1.00	68.33	68.33			
Map Light 18" Gooseneck LED Red/White/UV L-5/18-LED-3-UV	1.00	81.43	81.43			
Whelen 12v White/Red 6" compartment light 60CREGCS	1.00	99.95	99.95			
PIU Mid-Height Angled Console C-VS-1210-INUT	1.00	368.64	368.64			
Whelen Cencom CCSRN, CCSRNTA, MPC03 Size: 4.0" C-EB40-CCS-1P	1.00	0.00	n/c			
Havis, 3" Face Plate, Fits Harris XL Control Head C-EB30-HXL-1P	1.00	0.00	n/c			
Havis Adjustable Arm Rest C-ARM-102	1.00	67.68	67.68			
11" Slide Out Locking Swing Arm/ Low Profile Tilt C-MD-119	1.00	264.24	264.24			
Self-Adjusting Double Cup Holder CUP2-1001	1.00	48.24	48.24			
USB-C & USB Type A Dual Port Charger C-USB-3	1.00	71.28	71.28			
Magnetic Mic Conversion Kit, Single Unit MMSU1	3.00	40.00	120.00			
Havis Mic Clip Bracket C-MCB	1.00	13.68	13.68			
USB to Type-C Cord, 15ft. Size: 15FT B07V3LYSBX	1.00	12.50	12.50			
RAM® Double Socket Arm with Diamond Plate RAM-B-103-238U	1.00	21.35	21.35			
UNPKD. RAM 1" BALL W/ 1/4"-20 ALUM STUD RAM-B-237U	1.00	8.48	8.48			
Trio Lighted Push Bumper BK2019ITU20PB9T	1.00	887.75	887.75			
#10 VS C RP Coated Poly Partition Tall w/ SCA 2020 PK0419ITU20TM	1.00	863.95	863.95			
Fender Protector Wraps Utility PB9	1.00	522.81	522.81			

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Your One Stop Shop for Emergency Vehicle Needs

**INVOICE**

**46416**

Org. Est. # 050618

**Invoice from History**

Printed Date: 07/10/2024

**Work Completed: 07/03/2024**

**Port Orchard Police Department - Matt Brown**

546 Bay St  
Port Orchard, WA 98366

2024 Ford - Police Interceptor Utility -

Lic # :  
Unit # : 35 1114  
VIN # : 1FM5K8AC0 RGA05691

Odometer In : 14

Hat # : 06/27/24

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
<i>FK0402ITU20</i>						
SPS Dual T-Rail Gun Mount SC5 lock #HK	1.00	475.21	475.21			
<i>GC14682UHK</i>						
Steel Window Barrier	1.00	261.01	261.01			
<i>WK0514ITU20</i>						
Int. Utility Cargo Window Barriers, set of 3	1.00	387.95	387.95			
<i>WK0040ITU20</i>						
Full Hard Seat w/#12 Poly Partition 2020	1.00	1,268.55	1,268.55			
<i>QK0566ITU20</i>						
EZ Lift Dual Drawer System-D2S-P1S simplex locks	1.00	3,069.41	3,069.41			
<i>TK1418ITU20</i>						
Power Distribution Unit	1.00	499.00	499.00			
<i>P6</i>						
DIN Rail Mount 30A/300V 8x3 Block Dist. Module	2.00	30.00	60.00			
<i>OONO30A</i>						
BLUE SEA 5045 ST BLADE FUSE BLOCK 4 CIRCUITS	1.00	30.13	30.13			
<i>78140B</i>						
Harness, Main Power	1.00	27.36	27.36			
<i>2022-10</i>						
Harness, Front End	1.00	164.96	164.96			
<i>2022-1</i>						
Harness, Console Power	1.00	151.91	151.91			
<i>2022-2</i>						
Harness, Console Core	1.00	159.91	159.91			
<i>2022-3-CORE</i>						
Harness, Partition	1.00	105.30	105.30			
<i>2022-6</i>						
Harness, Hatch	1.00	46.19	46.19			
<i>2022-8</i>						
Harness, Back End	1.00	226.91	226.91			
<i>2022-9</i>						
Harness, Expansion Module Power Plugs	1.00	5.00	5.00			
<i>2022-CEM</i>						
Harness, Ford Ground Plug	1.00	5.00	5.00			
<i>2022-FORD</i>						
2/C 20GA twisted Pair WC cable (per ft)	18.00	4.32	77.76			
<i>46-0443441-00</i>						

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Service Advisor : Burkhardt, Krista, Tech : DeVera, Malachi 1502 1502; King, Euger

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Org. Est. # 050618

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Printed Date: 07/10/2024

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**Port Orchard Police Department - Matt Brown**

546 Bay St

Port Orchard, WA 98366

2024 Ford - Police Interceptor Utility -

Lic # :

Unit # : 35 1114

VIN # : 1FM5K8AC0 RGA05691

Odometer In : 14

Hat # : 06/27/24

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
25Ft CAT 6E Shielded Ethernet Network Booted Cable 4775	1.00	14.95	14.95			
NMO Kit 17ft NMO58UPL	1.00	18.50	18.50			
Rain Cap, Black QWRCB	1.00	8.75	8.75			
Shipping on Equipment Freight	1.00	120.00	120.00			
Unleaded Gasoline FUEL	1.00	55.00	55.00			
7/2/24 Delivery to 546 Bay Street Port Orchard, WA 98367 via SPS Transport Truck TRANSPORT	1.00	75.00	75.00			
Shop Supplies			25.00			

Org. Estimate 21,442.70 Revisions 0.00 Current Estimate 21,442.70

<b>Labor:</b>	<b>5,235.00</b>
<b>Parts:</b>	<b>16,722.79</b>
<b>Sublet:</b>	<b>795.00</b>
<b>SubTotal:</b>	<b>22,752.79</b>
<b>Tax:</b>	<b>2,298.03</b>
<b>Total:</b>	<b>25,050.82</b>
<b>Bal Due:</b>	<b>\$25,050.82</b>

[ Payments - ]

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Vehicle Received: 2/12/2024

Customer Number : 1850

An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty work must be performed in our shop & cannot exceed the original cost of repair. Emergency Equipment warranty- New build Labor, 1 yr, LED products manf. 5yr warranty, non LED manf. 2yr warranty. Warranty does not cover labor to replace/repair products after 1st year;outside of 1st year, cost of labor will be billed for all repair work. NOTE: payment is Net 30 1% Prompt Pay if paid within 10 days, all past due accounts will accrue 2.0% monthly late fee.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**INVOICE**

**46418**

Org. Est. # 050612

**INVOICE**

Printed Date: 07/09/2024

**Port Orchard Police Department - Matt Brown**

546 Bay St  
Port Orchard, WA 98366

2024 Ford - Police Interceptor Utility -

Lic # :  
Unit # : 1106  
VIN # : 1FM5K8AC4 RGA05967

Odometer In : 1

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
Inner Edge FST/RST Core Bundle <i>Core Inner Edge Pkg.</i>	1.00	2,922.86	2,922.86	Install all listed emergency equipment and customer supplied radio.	47.50	4,500.00
Inner Edge FST WeCanX, Full Duo PIU <i>BSFW50Z</i>	1.00	0.00	n/c	Install Opticom Emitter and strobe tube with shroud. Radio to be supplied via Kitsap Co Radio Brand New L3Harris XL-200M, to come fully kitted Antenna will be multiband LMR Connection (LTE enabled)	2.00	190.00
Rear Inner Edge WCX CORE DUO <i>BS50Z</i>	1.00	0.00	n/c	Radio director: Scott Peabody speabody@kitsap911.org 360-552-8402		
Cencom CORE Siren Amplifier <i>C399</i>	1.00	0.00	n/c	1 unit to have customer supplied Setina Box (Setina packlist ID267197 4/5/22) (Customer ID WAWSPOR002 PO# Quote 37853)		
WeCanX KNOB/SLIDE CONTROL HEAD <i>CCTL6</i>	1.00	0.00	n/c	Brand new w/install kit: TK0841TU20 Cargo Box DSE-BSN TPA12419 Top Mount White Board TF02921TU20 Freestanding Cargo Bracket Kit		
OBDII CANPORT KIT 2021 F150 <i>C399K7</i>	1.00	0.00	n/c			
Core Output Expansion Module <i>CEM16</i>	2.00	201.00	402.00			
Strobe Preemption power supply, encodeable <i>PE215</i>	1.00	540.00	540.00			
Y-Harness for PE215 Opticom Power Supply <i>46-0743191-000</i>	1.00	26.67	26.67			
Strobe Cable <i>16/3 1/M</i>	25.00	2.84	71.00			
Micro-Thin Strobe Light <i>20.1850</i>	1.00	191.69	191.69			
Strobe Headliner Bracket <i>20.1825</i>	1.00	19.87	19.87			
Code 3 Siren Speaker W/Universal Bracket <i>C3900U</i>	1.00	254.08	254.08			
ION Slim LED DUO Red White <i>I2D</i>	1.00	144.99	144.99			
ION Slim LED DUO Blue White <i>I2E</i>	1.00	144.99	144.99			
Flush Mount Light Head, Red/Blue <i>416300-RB</i>	2.00	72.86	145.72			
DIR,12 LED,HIDE-A-BLAST,TWIST LOCK,B/W <i>CD9012-PI-BW</i>	3.00	94.13	282.39			
DIR,12 LED,HIDE-A-BLAST,TWIST LOCK,R/W <i>CD9012-PI-RW</i>	1.00	94.13	94.13			
Map Light 18" Gooseneck LED Red/White/UV	1.00	81.43	81.43			

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546 Bay St  
Port Orchard, WA 98366

2024 Ford - Police Interceptor Utility -

Lic # :  
Unit # : 1106  
VIN # : 1FM5K8AC4 RGA05967

Odometer In : 1

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
<i>L-5/18-LED-3-UV</i>						
PIU Mid-Height Angled Console <i>C-VS-1210-INUT</i>	1.00	368.64	368.64			
Havis Adjustable Arm Rest <i>C-ARM-102</i>	1.00	67.68	67.68			
3" Accessory Pocket <i>C-AP-0325-1</i>	1.00	36.72	36.72			
Self-Adjusting Double Cup Holder <i>CUP2-1001</i>	1.00	48.24	48.24			
USB-C & USB Type A Dual Port Charger <i>C-USB-3</i>	1.00	89.10	89.10			
Magnetic Mic Conversion Kit, Single Unit <i>MMSU1</i>	2.00	40.00	80.00			
Havis Mic Clip Bracket <i>C-MCB</i>	1.00	16.35	16.35			
Int. Utility Cargo Window Barriers, set of 3 <i>WK0040ITU20</i>	1.00	387.95	387.95			
#12VS 2ND COATED POLY PARTITION <i>PK0316ITU202ND</i>	1.00	499.01	499.01			
EZ Lift Dual Drawer System- D2S-P1S simplex locks <i>TK1418ITU20</i>	1.00	3,069.41	3,069.41			
Cargo Command Module works w/ EZ Lift Dual Drawer <i>TK1431ITU20</i>	1.00	475.21	475.21			
Power Distribution Unit <i>P6</i>	1.00	499.00	499.00			
DIN Rail Mount 30A/300V 8x3 Block Dist. Module <i>OONO30A</i>	1.00	30.00	30.00			
BLUE SEA 5045 ST BLADE FUSE BLOCK 4 CIRCUITS <i>78140B</i>	1.00	30.13	30.13			
Harness, Main Power <i>2022-10</i>	1.00	27.36	27.36			
Harness, Front End <i>2022-1</i>	1.00	164.96	164.96			
Harness, Console Power <i>2022-2</i>	1.00	151.91	151.91			
Harness, Console Core <i>2022-3-CORE</i>	1.00	159.91	159.91			

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Port Orchard, WA 98366

2024 Ford - Police Interceptor Utility -

Lic # :  
Unit # : 1106  
VIN # : 1FM5K8AC4 RGA05967

Odometer In : 1

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
Harness, Partition 2022-6	1.00	105.30	105.30			
Harness, Hatch 2022-8	1.00	46.19	46.19			
Harness, Back End 2022-9	1.00	226.91	226.91			
Harness, Expansion Module Power Plugs 2022-CEM	1.00	5.00	5.00			
Harness, Ford Ground Plug 2022-FORD	1.00	5.00	5.00			
2/C 20GA twisted Pair WC cable (per ft) 46-0443441-00	18.00	4.32	77.76			
25Ft CAT 6E Shielded Ethernet Network Booted Cable 4775	1.00	14.95	14.95			
NMO Kit 17ft NMO58UPL	1.00	18.50	18.50			
Rain Cap, Black QWRCB	1.00	8.75	8.75			
Power Port W/Cap CM216560	3.00	14.61	43.83			
Strip Tint 35% Tint-VS	1.00	55.00	55.00			
Tint 2 Front 20% Tint 2	1.00	125.00	125.00			
Shipping on Equipment Freight	1.00	100.00	100.00			
Shop Supplies			25.00			

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Lic # :

Unit # : 1106

VIN # : 1FM5K8AC4 RGA05967

Odometer In : 1

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
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Org. Estimate	17,162.69	Revisions	0.00	Current Estimate	17,162.69
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<b>Labor:</b>	<b>4,690.00</b>
<b>Parts:</b>	<b>12,380.59</b>
<b>SubTotal:</b>	<b>17,070.59</b>
<b>Tax:</b>	<b>1,724.13</b>
<b>Total:</b>	<b>18,794.72</b>
<b>Bal Due:</b>	<b>\$18,794.72</b>

[ Payments - ]

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Vehicle Received: 2/12/2024

Customer Number : 1850

An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty work must be performed in our shop & cannot exceed the original cost of repair. Emergency Equipment warranty- New build Labor, 1 yr, LED products manf. 5yr warranty, non LED manf. 2yr warranty. Warranty does not cover labor to replace/repair products after 1st year;outside of 1st year, cost of labor will be billed for all repair work. NOTE: payment is Net 30 1% Prompt Pay if paid within 10 days, all past due accounts will accrue 2.0% monthly late fee.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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Service Advisor : Burkhart, Krista, Tech : Please Select, Technician



## 1. CALL TO ORDER AND ROLL CALL

Mayor Putaansuu called the meeting to order at 6:30 p.m.

Roll call was taken by the City Clerk as follows:

Mayor Pro-Tem Chang	Present via Zoom
Councilmember Diener	Present via Zoom
Councilmember Fenton	Present via Zoom
Councilmember Morrissey	Present via Zoom
Councilmember Rosapepe	Present via Zoom
Councilmember Trenary	Present via Zoom
Councilmember Worden	Present via Zoom
Mayor Putaansuu	Present via Zoom

Staff present via Zoom: Public Works Director Ryan, Community Development Director Bond, Deputy Police Chief Brandon, Utilities Manager Brown, City Attorney Archer, City Clerk Wallace, and Deputy City Clerk Floyd.

The meeting streamed live on YouTube.

### A. PLEDGE OF ALLEGIANCE (Time Stamp: 01:05)

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

## 2. APPROVAL OF AGENDA (Time Stamp: 01:38)

**MOTION:** By Councilmember Trenary, seconded by Councilmember Fenton, to remove Business Item 7A, Adoption of an Ordinance Vacating City Right-of-Ways, a Portion of an Alley off of Taylor Street and a Portion of Austin Avenue Between Taylor Street and Smith Street; a Portion of Sweany Street off of Sidney Avenue and Most of the Alley Between Taylor Street and Divisions Street; and a Portion of an Alley off of Cline Street Between Sweany Street and Taylor Street and Approving Easements with Kitsap County.

**The motion carried.**

**MOTION:** By Councilmember Rosapepe, seconded by Councilmember Deiner, to approve the agenda as amended.

**The motion carried.**

**3. CITIZENS COMMENTS (Time Stamp: 03:40)**

There were no citizen comments.

**4. CONSENT AGENDA (Time Stamp: 04:05)**

- A. Approval of Voucher Nos. 87803 through 87833 and 87841 through 87859 including bank drafts in the amount of \$473,603.16 and EFT's in the amount of \$774,110.38 totaling \$1,247,713.54.
- B. Approval of Payroll Check Nos. 87834 through 87840 including bank drafts and EFT's in the amount of \$276,445.31 and Direct Deposits in the amount of \$269,557.03 totaling \$546,002.34.
- C. Adoption of a Resolution Confirming Mayoral Appointment to the Kitsap Public Facilities District **(Resolution No. 035-24)**
- D. Adoption of a Resolution Supporting the Washington State Public Works Board Loan Application Process for the Old Clifton Road Water Intertie Project **(Resolution No. 034-24)**
- E. Approval of the May 28, 2024, City Council Regular Meeting Minutes

**MOTION:** By Councilmember Trenary, seconded by Councilmember Morrissey, to approve the Consent Agenda as presented.

**The motion carried.**

**5. PRESENTATION**

There were no presentations.

**6. PUBLIC HEARING**

There were no public hearings.

**7. BUSINESS ITEMS**

- A. **Adoption of an Ordinance Amending the 2023-2024 Biennial Budget, Including Exhibit A (Time Stamp: 04:40)**

**MOTION:** By Councilmember Morrissey, seconded by Councilmember Fenton, to adopt an ordinance amending the 2023-2024 Biennial Budget for the City of Port Orchard.

**The motion carried.**  
**(Ordinance No. 012-24)**

- B. **Adoption of a Resolution Establishing an Investment Policy (Time Stamp 15:41)**

**MOTION:** By Councilmember Worden, seconded by Councilmember Diener, to adopt a resolution approving an Investment Policy for the City.

**The motion carried.  
(Resolution No. 036-24)**

Mayor Putaansuu recognized Utility Manager Jackie Brown for her hard work and dedication to the City. Ms. Brown will be retiring from the City.

**8. DISCUSSION ITEMS (No Action to be Taken)**

**A. Discussion on a Possible City Council Protocol Manual (Time Stamp 26:00)**

City Attorney Archer explained this is a conversation on a City Council protocol manual concept and she is referring to a document or manual that advises Council on different facets of their duties as Councilmembers and the way in which they interact with the public, City staff, and laws.

Council, Mayor, and staff continued the discussion which included executive sessions, advisory committees, council meetings, appeal hearings, protocol documents in other jurisdictions, voting, ethics, additional council discussion during meetings, separation of duties, training, implementation of updates, clarification of what the document will be titled, and content in the Port Orchard Municipal Code.

**Council direction:** Staff to draft the framework for the different sections of the manual and bring back for further discussion.

**9. REPORTS OF COUNCIL COMMITTEES (Time Stamp 1:18:00)**

Councilmember Diener reported on the June 25<sup>th</sup> Transportation Committee meeting.

Mayor Putaansuu reported on a presentation he gave to the Public Facilities Board and spoke about Kitsap Transit board meetings.

**10. REPORT OF THE MAYOR (Time Stamp 1:25:39)**

The Mayor reported on the following:

- Port Orchard Bay Street Association and the Festival of Chimes and Lights event.
- City Hall remodel update.
- Use of Kitsap County chambers for Council meetings.
- Housing rental assistance.
- In accordance with Ordinance 008-20 “Delegating Authority to the Mayor for Creating and Modification of Job Descriptions,” he reported his approval of the revised job description for the Associate Planner. Changes made for more accuracy, formatting, and to reflect current practice.
- AWC (Association of Washington Cities) Conference update from the previous week.
- Upcoming event honoring Former Councilmember John Clauson.

**11. REPORT OF DEPARTMENT HEADS (Time Stamp 1:41:40)**

Deputy Police Chief Brandon reported on Police department employment.

Public Works Director Ryan reported every operations vehicle has a 5-gallon spill kit, and reorganization of the Public Works department.

Community Development Director Bond reported on the comprehensive plan, accessory dwelling unit project with Kitsap County jurisdictions, and cancellation of the July Planning Commission meeting.

City Attorney Archer reported on the Grants Pass Decision.

City Clerk Wallace showed the Mayor and Council the setup for watching City Council meetings on the 2<sup>nd</sup> floor of City Hall.

## **12. CITIZEN COMMENTS ON ANY ITEM (Time Stamp 1:49:30)**

There were no citizen comments.

## **13. CITY COUNCIL GOOD OF THE ORDER (Time Stamp 1:49:39)**

Councilmember Worden congratulated Deputy Police Chief Brandon for being on the school board, spoke about the senior parade and thanked the Police department, Public Works Director Ryan, and City Clerk Wallace.

Councilmember Diener said he is out of town for the next Coffee with Council and asked if another Councilmember could attend in his place. He also asked if Councilmembers could raise their hand when voting while they are attending Council meetings through Zoom.

Councilmember Fenton said the Fathoms O' Fun Grand Parade and bridge blast is coming up. She also mentioned the Port Orchard Rotary will be having hotdog and hamburgers for the Givens Park.

Councilmember Rosapepe reminded everyone to make they are registered to vote, he will be at Coffee Oasis on July 5<sup>th</sup> and is hoping to do a little cleanup after the 4<sup>th</sup> of July and spoke about decorating the downtown planter Council tree.

## **14. EXECUTION SESSION**

There was no executive session.

## **15. ADJOURNMENT**

The meeting adjourned at 8:27 p.m. No other action was taken. Audio/Visual was successful.

---

Brandy Wallace, MMC, City Clerk

---

Robert Putaansuu, Mayor



## **Agenda Staff Report**

Agenda Item No.: Business Item 8A

Meeting Date: July 23, 2024

Subject: Adoption of a Resolution Granting Final  
Plat Approval for McCormick West  
Division 13

Prepared By: Nick Bond, AICP  
DCD Director

**Summary:** On May 21, 2024, McCormick Development Corporation submitted an application for final plat approval for Division 13 of the McCormick West subdivision project. The Kitsap County Hearing Examiner granted preliminary plat approval for the entirety of McCormick West with conditions on May 30, 2008. Pursuant to WAC 197-11-630 and 965, Kitsap County issued a Notice of Adoption of Existing Environmental Documents for this proposal. The McCormick West proposal was included with a group of projects known as the McCormick Urban Village under the South Kitsap Urban Growth Area / ULID #6 Supplemental Environmental Impact Statement (EIS). The ULID #6 DSEIS was issued October 26, 2001 and the ULID #6 FSEIS was issued January 9, 2002. The applicant for final plat submitted a request for an administrative minor plat amendment from the City of Port Orchard which was approved on February 12, 2021.

The final plat for Division 13 of the McCormick West subdivision creates 82 single-family residential lots and nine tracts. The applicant has installed or bonded for roadway illumination, roads, sidewalks, landscaping, critical area fencing, water and sewer, and storm drainage improvements, and the City has received acceptable bonds guaranteeing completion of any improvements not yet completed. Streets within this final plat are for public use and will be accepted into the City's road system.

**Recommendation:** Adoption of a resolution, granting approval of the final plat of Plat of McCormick West, Division 13.

**Relationship to Comprehensive Plan:** Not applicable

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

**Motion for consideration:** I move to adopt a resolution, as presented, granting final plat approval for McCormick West, Division 13.

**Fiscal Impact:** Income from building permit fees, ongoing maintenance of public infrastructure.



**Alternatives:** Approval with added conditions.

**Attachments:**

01 - Resolution

02 - Plat map

03 - Department of Community Development Approval Letter

04 - Public Works Approval Letter

05 - Bill of Sale

06 - Performance Bond for certain civil improvements

07 - Landscaping Performance Bond

**RESOLUTION NO. \*\*-24**

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON, GRANTING FINAL PLAT APPROVAL FOR AN 82-LOT AND 9-TRACT PLAT KNOWN AS MCCORMICK WEST DIVISION 13.**

**WHEREAS**, property owner Greg Krabbe, on behalf of McCormick Development Corporation (hereinafter “Applicant”), has submitted an application for final plat approval of the project known as McCormick West, Division 13 on undeveloped property located in the City of Port Orchard (hereinafter “the Property”); and

**WHEREAS**, in 2008, the Applicant received preliminary plat approval from the Kitsap County Hearing Examiner for a master planned subdivision of 606 acres into as many as 1,545 single-family residential lots known as McCormick West Preliminary Plat (Kitsap County file #05 30003); and

**WHEREAS**, the Property is subject to a Development Agreement vesting the property to certain development standards, recorded on December 19, 2011; and

**WHEREAS**, the Property is subject to a Development Agreement for traffic, recorded on October 21, 2005 as modified and recorded on February 19, 2021; and

**WHEREAS**, on February 12, 2021, the City of Port Orchard Development Director approved a Minor Plat Amendment to the McCormick West preliminary plat; and

**WHEREAS**, on May 21, 2024, application was submitted for the final plat of Division 13 of the McCormick West preliminary plat to include 82 single-family residential lots and 9 tracts; and

**WHEREAS**, City staff have reviewed the proposed final plat for compliance with the Port Orchard Municipal Code, and recommends approval subject to adequate bonding/securities in place to ensure the completion of remaining work in the event the Applicant should fail to comply with the terms of the preliminary plat approval; and

**WHEREAS**, the Director of Public Works has determined that the proposed means of sewage disposal and water supply are adequate as constructed or bonded, and recommends approval of the final plat; and

**WHEREAS**, the City Engineer recommends approval of the final plat; and

**WHEREAS**, the City Community Development Director recommends approval of the final plat; and

**WHEREAS**, the Applicant has secured bonds guaranteeing completion of certain improvements required by the Preliminary Plat Approval; and

**WHEREAS**, the City Council finds that the McCormick West Division 13 Final Plat conforms to all terms and conditions of the preliminary plat approval, as approved by the

Hearing Examiner, and that said subdivision meets the requirements of Chapter 58.17 RCW and other applicable state laws and local ordinances; and

**WHEREAS**, the City Council finds that the McCormick West Division 13 Final Plat conforms to the applicable zoning requirements and Port Orchard’s Comprehensive Plan; 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 Port Orchard City Council approves the final plat for McCormick West Division 13, as illustrated and as legally described in Exhibit A, attached hereto; and

**THAT:** The McCormick west Division 13 subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances, and regulations in effect at the time of approval for a period of five years after final plat approval, unless the City Council finds that a change in conditions has created a serious threat to the public health or safety in the subdivision.

**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 Clerk in authentication of such passage this 23<sup>rd</sup> day of July 2024.

\_\_\_\_\_  
Robert Putaansuu, Mayor

ATTEST:

\_\_\_\_\_  
Brandy Wallace, MMC, City Clerk

# MCCORMICK WEST DIVISION 13

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

SHEET 1 OF 10

### 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 FEE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

ALL WATER MAINS AND APPURTENANCES LOCATED WITHIN PUBLIC RIGHT-OF-WAYS OR WITHIN EASEMENTS DEDICATED TO THE CITY OF PORT ORCHARD ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF PORT ORCHARD.

ALL SANITARY SEWER MAINS, STORM DRAINAGE MAINS AND APPURTENANCES LOCATED WITHIN PUBLIC RIGHT-OF-WAYS OR WITHIN EASEMENTS DEDICATED TO THE CITY OF PORT ORCHARD ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF PORT ORCHARD.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED MCCORMICK WEST DIVISION 13 AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR \_\_\_\_\_, RECORDED UNDER KITSAP COUNTY AUDITOR'S FILE NOS. \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

MCCORMICK DEVELOPMENT CORPORATION,  
A WASHINGTON CORPORATION

JAMES N. TOSTI, AUTHORIZED SIGNATORY

### ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
                                  )SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, 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 AUTHORIZED SIGNATORY OF MCCORMICK DEVELOPMENT CORPORATION, A WASHINGTON CORPORATION, THE CORPORATION AND 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 THE 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 AND COMPANY.

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 AT \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

PRINT NOTARY NAME \_\_\_\_\_

### SURVEYOR'S ACKNOWLEDGMENT

STATE OF WASHINGTON )  
                                  )SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME,

GLENN R. SPRAGUE, PERSONALLY APPEARED, PROVED TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITH AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

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 AT \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

PRINT NOTARY NAME \_\_\_\_\_

### APPROVALS

#### CITY ENGINEER'S APPROVAL

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 BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY ENGINEER \_\_\_\_\_

#### 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_

#### CITY COUNCIL

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

#### 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 \_\_\_\_\_.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COUNTY TREASURER \_\_\_\_\_

#### COUNTY AUDITOR

FILED AT THE REQUEST OF GLENN R. SPRAGUE, P.L.S, THIS DAY OF \_\_\_\_\_, 20\_\_, AND RECORDED IN

VOLUME \_\_\_\_\_ OF PLATS, PAGE(S) \_\_\_\_\_, RECORDS OF KITSAP COUNTY, WASHINGTON.

AUDITOR'S FILE NUMBER \_\_\_\_\_

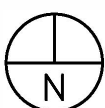
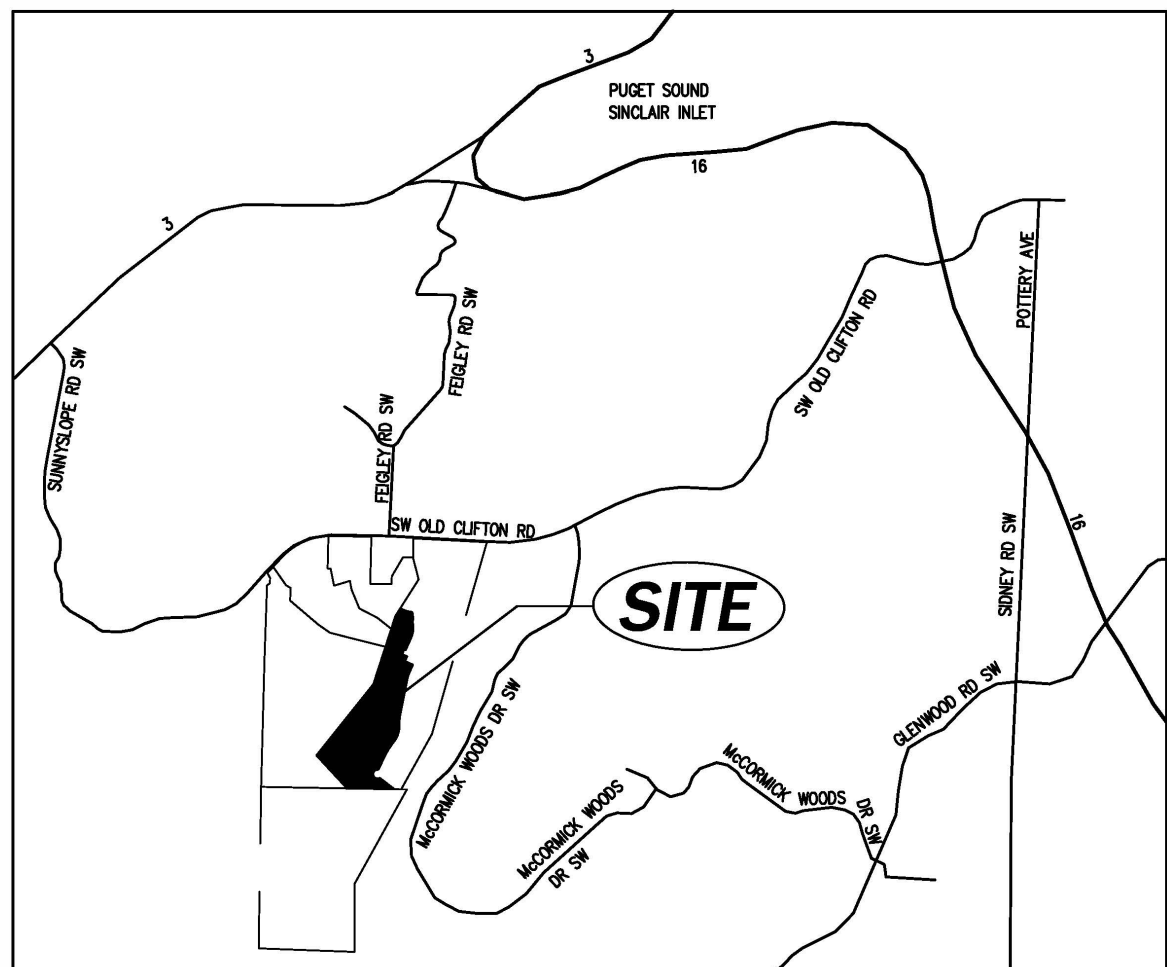
KITSAP COUNTY AUDITOR \_\_\_\_\_

### SURVEYOR CERTIFICATE

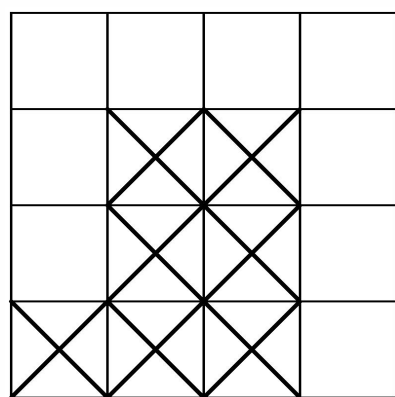
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MCCORMICK DEVELOPMENT CORPORATION, A WASHINGTON CORPORATION, IN \_\_\_\_\_ I HEREBY CERTIFY THAT THIS MAP FOR MCCORMICK WEST DIVISION 13, A PLAT COMMUNITY, 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; AND TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

GLENN R. SPRAGUE \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE NUMBER 41299



VICINITY MAP  
1" = 4,000'



THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4 & THE SW 1/4, NW 1/4, OF THE SE 1/4 OF SEC 17, TWP. 23N, RGE. 1E, W.M.



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
PLANNING  
SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877  
JOB NO. 21062A



# MCCORMICK WEST DIVISION 13

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

**SHEET 2 OF 10**

**LEGAL DESCRIPTION**

THE LAND IN THE COUNTY OF KITSAP, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

TRACTS 1H AND 1S, MCCORMICK WEST DIVISION 11, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 35 OF PLATS, PAGES 234 THROUGH 244, INCLUSIVE, AN AMENDMENT OF VOLUME 35 OF PLATS, PAGES 214 THROUGH 223, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

APN: 5696-000-141-0008 AND 5696-000-150-0006

**RESTRICTIONS OF RECORD**

- THIS SITE IS SUBJECT TO A SETTLEMENT FOR SURFACE AND GROUNDWATERS OF COULTER CREEK AND THE DRAINAGE BASIN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, AS RECORDED UNDER RECORDING NO. 8005020087.
- THIS SITE IS SUBJECT TO A WATER ALLOCATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NO. 9209170094.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND ASSESSMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODE RECORDED UNDER RECORDING NUMBER 202006240286. SAID DOCUMENT SUPERSEDES AND REPLACES ALL PREVIOUSLY RECORDED DECLARATIONS FOR MCCORMICK WOODS PUD. AMENDMENT(S) AND/OR MODIFICATION(S) OF SAID COVENANTS RECORDED UNDER RECORDING NUMBERS 202102170330, 202109070143, 202202240060, 202203230009, 202309130040 AND 202312040077.
- THIS SITE IS SUBJECT TO PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE MCCORMICK WOODS ASSOCIATION AND ANY TAX, FEE, ASSESSMENTS OR CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.
- THIS SITE IS SUBJECT TO AN ANNEXATION AGREEMENT/DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 201112190136. AMENDMENT(S) AND/OR MODIFICATION(S) THERETO RECORDED UNDER RECORDING NUMBERS 202208100091.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT OF AGREEMENTS, EASEMENTS, COVENANTS AND RECORDED INTERESTS IN PROPERTY" RECORDED UNDER RECORDING NUMBER 201512310228.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PORT ORCHARD AND MCCORMICK FOR THE DEVELOPMENT AND FUNDING OF CERTAIN TRANSPORTATION IMPROVEMENTS" RECORDED UNDER RECORDING NUMBER 202102190203. AMENDMENT(S) AND/OR MODIFICATION(S) THERETO RECORDED UNDER RECORDING NUMBER 202403080017.
- THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANT ASSOCIATED WITH PERFORMANCE OF SITE STABILIZATION AND EROSION AND SEDIMENTATION CONTROL" RECORDED UNDER RECORDING NUMBER 202103040174.
- THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED ON THE FACE OF THE PLAT OF MCCORMICK WEST DIVISION 11, RECORDED IN VOLUME 35 OF PLATS, PAGES 234 THROUGH 244, INCLUSIVE, BEING AN AMENDMENT OF VOLUME 35 OF PLATS, PAGES 214 THROUGH 223, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON, SHOWN HEREON WHERE APPLICABLE.
- THIS SITE IS SUBJECT TO A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF AND FUNDING OF CERTAIN PARK IMPROVEMENTS AND PARK IMPACT FEE CREDITS AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 202210050135.

**DEVELOPMENT ENGINEERING NOTES**

- NO DIRECT VEHICULAR ACCESS SHALL BE ALLOWED TO TELFORD WAY SW.
- OWNERS OF RESIDENTIAL LOTS WITHIN THIS PLAT ARE RESTRICTED FROM OBSTRUCTING, DIVERTING, OR RECHANNELING STORMWATER FLOWS PRIOR TO REVIEW AND APPROVAL OF THE CITY OF PORT ORCHARD PUBLIC WORKS.
- PURSUANT TO POMC CHAPTER 16.50, PRIOR TO ISSUANCE OF BUILDING PERMITS FOR RESIDENTIAL DWELLING UNITS, SCHOOL IMPACT FEES SHALL BE PAID.

**MAINTENANCE COVENANTS**

PROPERTY OWNERS (WITHIN THE PLAT) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING WITHIN THE EXISTING AND PROPOSED RIGHT-OF-WAY INCLUDING ANY STRUCTURES OTHER THAN ROADWAY, STORM DRAINAGE FACILITIES, AND TRAFFIC SIGNAGE. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING OF LAWN AREAS.

**TRACT NOTES**

- TRACT 13-A, A WETLAND/OPEN SPACE & STORM DRAINAGE TRACT, SHALL BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION. THE MCCORMICK WOODS ASSOCIATION SHALL HAVE THE RIGHT TO ENTER SAID TRACT IN ORDER TO OPERATE, INSPECT, MAINTAIN OR RECONSTRUCT THE STORM DRAIN FACILITIES WITHIN THE TRACT. A SPLIT THREE-RAIL WOOD FENCE SHALL BE INSTALLED BETWEEN THE REAR YARDS OF RESIDENTIAL LOTS AND CRITICAL AREA BUFFER BOUNDARIES. MAINTENANCE OF SAID FENCE SHALL BE RESPONSIBILITY OF THE MCCORMICK WOODS ASSOCIATION.
- TRACTS 13-B, OPEN SPACE & UTILITIES TRACTS, SHALL BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION. CITY OF PORT ORCHARD SHALL HAVE THE RIGHT TO ENTER SAID TRACT IN ORDER TO OPERATE, INSPECT, MAINTAIN OR RECONSTRUCT THE WATER FACILITIES WITHIN THE TRACT.
- TRACTS 13-C, TRACT 13-D AND TRACT 13-E, OPEN SPACE TRACTS, SHALL BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION.
- TRACT 13-F, A PRIVATE ACCESS & UTILITIES TRACT, SHALL BE OWNED AND MAINTAINED BY MCCORMICK WOODS ASSOCIATION. CITY OF PORT ORCHARD SHALL HAVE THE RIGHT TO ENTER SAID TRACT IN ORDER TO OPERATE, INSPECT, MAINTAIN OR RECONSTRUCT THE STORM DRAIN AND SEWER FACILITIES WITHIN THE TRACT. PRIVATE ACCESS BENEFITS LOTS 291 AND 292.
- TRACTS 13-G, 13-H & 13-J ARE FUTURE DEVELOPMENT TRACTS. SAID TRACTS SHALL BE OWNED AND MAINTAINED BY MCCORMICK DEVELOPMENT CORPORATION.
- TRACT I INTENTIONALLY SKIPPED

**PUBLIC PEDESTRIAN ACCESS EASEMENT ( P.P.A.E.) PROVISION**

THIS PLAT IS SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT (P.P.A.E.) SHOWN HEREON OVER LOTS 293/294; 298/299; 328/329; 335/TR 13-C; 341/342; & TRACT 13-J. SAID PUBLIC PEDESTRIAN ACCESS EASEMENT IS FOR THE PURPOSE OF ACCESSING MAIL BOX/KIOSK WITHIN SAID EASEMENT. THE MCCORMICK WOODS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THE MAIL BOX/KIOSK FACILITIES WITHIN SAID EASEMENTS AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.

**LOT CORNER OFFSET TABLE**

LOTS	FRONT LOT CORNER OFFSET DISTANCE	LOTS	*REAR LOT CORNER OFFSET DISTANCE	LOTS	*REAR LOT CORNER OFFSET DISTANCE
237/238	6.40	255/256	1.00	321/322	1.00
238/239	6.40	256/257	2.00	330/331	1.00
239/240	6.40	258/259	2.00	334/335	1.00
240/241	6.40	259/260	3.00		
241/242	6.40	260/262	1.00		
242/243	6.40	262/263	2.00		
243/244	6.40	265/266	1.00		
244/245	6.40	266/113A	2.00		
258/259	6.40	113J/289	1.00		
259/260	6.40	293/TR13F	3.00		
260/261	6.40	293/TR13F	1.00		
283/284	6.40	293/294	1.00		
288/289	10.20	294/295	1.00		
289/290	6.40	308/TR13H	1.00		
290/TR	6.90	308/309	1.00		
300/TR	6.70	309/310	1.00		
323/TR	7.80	310/311	1.00		
335/TR	6.40	311/312	1.00		
336/TR	6.40				

**EASEMENT PROVISIONS**

- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, CASCADE NATURAL GAS, WAVE BROADBAND, CENTURYLINK, EARTHUNK AND ANY CABLE TELEVISION COMPANY, KITSAP COUNTY, CITY OF PORT ORCHARD, ANY OTHER PUBLIC OR PRIVATE UTILITY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON ALL PROPERTY ABUTTING PRIVATE OR PUBLIC ROADWAYS WITHIN THE PLAT, AS DEPICTED HEREON; IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, SANITARY SEWER, WATER, CABLE TELEVISION SERVICE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES STATED. ALL PERMANENT UTILITY SERVICES SHALL BE PROVIDED BY UNDERGROUND SERVICE EXCLUSIVELY. THE LOCATION AND DIMENSIONS OF THESE UTILITY EASEMENTS ARE SHOWN ON THE FACE OF THIS PLAT AND LABELED P.U.E. (PUBLIC UTILITY EASEMENT)
- ALL LOTS WITH WALLS ARE HEREBY SUBJECT TO AN EASEMENT 5.0 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL INTERIOR LOT LINES AND 5.0 FEET IN WIDTH PARALLEL WITH AND ABUTTING ALL REAR LOT LINES FOR THE PURPOSE OF INSTALLATION, REPAIR AND MAINTENANCE OF WALLS AND STORM DRAIN FACILITIES. IN THE EVENT A LOT LINE ADJUSTMENT IS APPROVED BY THE CITY AFTER THE RECORDING OF THIS PLAT, THE EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF THESE EASEMENTS AND THE WALLS AND STORM DRAIN FACILITIES WITHIN SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOT(S) AND/OR TRACT(S) DERIVING BENEFIT FROM SAID EASEMENT. UPON COMPLETION OF ANY WORK DONE WITHIN THE EASEMENT THEY SHALL BE FULLY AND IMMEDIATELY RESTORED BY THOSE RESPONSIBLE FOR THE WORK TO THEIR ORIGINAL OR BETTER CONDITION. THESE EASEMENTS HAVE NOT BEEN DEPICTED HEREIN AND ARE HEREBY GRANTED TO THE MCCORMICK WOODS ASSOCIATION, THEIR CONTRACTOR(S) AND/OR ASSIGNS.
- A 10-FOOT PRIVATE STORM DRAIN EASEMENT (S.D.E.) IS HEREBY DEDICATED OVER, UNDER AND UPON THE BURDENED/BENEFITED LOTS SHOWN HEREON. SAID PRIVATE STORM DRAIN EASEMENT IS FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THEIR PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENTS AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.  
THE BURDEN/BENEFITED LOTS ARE: 236/235; 238-239/237,239-240; 241/242; 243-244/244-245; 246/247; 249/248; 250-251/251-252; 253/254; 256/255; 258-259/257-258; 261/260; 262/263; 266/265; 289/290, TR 13-J; 292/291; 293/294; 295/296; 297-298/298-299; 301/TR 13-H; 308-309/308, TR 13-H; 311-312/310-311; 313-314/314-315; 316/317; 319-320/318-319; 322/321; 323/324; 325-326/326-327; 328-329/329-330; 332/331; 335/334; 338/337; 340-341/339-340; 344/343
- A PUBLIC WATER EASEMENT IS HEREBY DEDICATED TO THE CITY OF PORT ORCHARD SHOWN HEREON OVER LOTS 237, 238, 239, 245, 251, 252, 258 & 301. THE CITY OF PORT ORCHARD SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE WATER FACILITIES WITHIN SAID EASEMENT AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.
- A PRIVATE SHARED ACCESS EASEMENT IS HEREBY DEDICATED TO THE OWNERS OF LOTS 290, 291 & 292 SHOWN HEREON OVER TRACT 13-F. THE MCCORMICK WOODS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SHARED ACCESS FACILITIES WITHIN SAID EASEMENT AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.
- A RECIPROCAL PRIVATE SHARED ACCESS AND UTILITIES EASEMENT OVER TRACTS 13-G, 13-H, & 13-J FOR FUTURE DEVELOPMENT PURPOSES IS HEREBY DEDICATED TO MCCORMICK DEVELOPMENT CORPORATION, MCCORMICK COMMUNITIES, LLC., AND THEIR SUCCESSORS & ASSIGNS. SAID OWNERS SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND RECONSTRUCTION OF SAID EASEMENT FACILITIES CONNECTING SAID FUTURE TRACTS.
- A PUBLIC STORM DRAIN EASEMENT IS HEREBY DEDICATED TO THE CITY OF PORT ORCHARD SHOWN HEREON OVER LOT 293 AND TRACT 13-E. THE CITY OF PORT ORCHARD SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE STORM DRAIN FACILITIES WITHIN SAID EASEMENT AND SHALL HAVE A RIGHT OF ENTRY FOR THIS PURPOSE.
- THIS PLAT IS SUBJECT TO A SIGHT DISTANCE EASEMENT SHOWN HEREON OVER LOTS 197, 208, 209, 222, 253, 254 AND 265. THE AREA WITHIN THE SIGHT TRIANGLE SHALL BE SUBJECT TO RESTRICTIONS ON PLACEMENT OF POTENTIAL SIGHT OBSTRUCTIONS (SIGNS, TREES, FENCES, BUS SHELTERS, ETC.) TO MAINTAIN A CLEAR VIEW ON THE INTERSECTION APPROACH. SIGHT OBSTRUCTIONS THAT MAY BE EXCLUDED FROM THESE REQUIREMENTS INCLUDE UTILITY POLES, REGULATORY SIGNS. SIGHT OBSTRUCTIONS ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY ENGINEER.

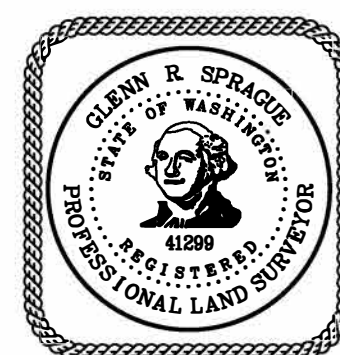
**PLAT NOTES**

- ALL EXTERIOR DIVISION 13 PLAT CORNERS, INTERIOR REAR LOT CORNERS AND THOSE MARKED BY A REBAR SYMBOL HEREON ARE MARKED WITH A 1/2" REBAR WITH YELLOW PLASTIC CAP, STAMPED CORE 41299, UNLESS OTHERWISE NOTED IN THE REAR LOT CORNER OFFSET TABLE. FRONT LOT CORNERS FOR LOTS IN DIVISION 13 ARE MARKED WITH A ROCK NAIL AND FLASHER, STAMPED CORE 41299, SET IN THE CURB LINE AND OFFSET ALONG THE LOT LINE PROJECTED FROM THE FRONT LOT CORNER TOWARDS THE ADJACENT ROAD A DISTANCE OF 6.120 FEET UNLESS OTHERWISE NOTED IN THE LOT CORNER OFFSET TABLE (THIS SHEET, LOWER LEFT).
- THE ENTIRETY OF THE MCCORMICK WEST DIVISION 13 PROJECT IS BEING DONE UNDER THE DIRECT SUPERVISION OF GLENN R. SPRAGUE, LS#41299. THE PROPERTY CORNER STAKING, INCLUDING THE OFFSET FRONT AND REAR LOT CORNERS, HAS BEEN DONE UNDER THE DIRECT SUPERVISION OF GLENN R. SPRAGUE, LS#41299.
- THE MCCORMICK WOODS ASSOCIATION WAS ESTABLISHED ON JULY 21, 1986, CORPORATION NO. 2-376064-8.
- A MINIMUM OF ONE TREE PER LOT SHALL BE INSTALLED WITHIN THE FRONT YARD OF EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THAT LOT.  
  
DECLARANT NOTE: THE HOMEOWNER SHALL BE RESPONSIBLE FOR PLANTING THE TREE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. THE HOMEOWNER SHALL BE RESPONSIBLE FOR TREE MAINTENANCE AND REPLACEMENT IF NECESSARY.
- IMPERVIOUS AREA PER LOT IS ACCOUNTED FOR IN THE OVERALL DRAINAGE FACILITIES INSTALLED. IMPERVIOUS SURFACE ALLOWED PER LOT AS FOLLOWS: ALL LOTS BETWEEN 4,900 TOTAL SQUARE FEET AND 6,000 TOTAL SQUARE FEET ARE GRANTED 3,350 SQUARE FEET OF IMPERVIOUS SURFACE. ALL LOTS WITH 6,000 TOTAL SQUARE FEET OR MORE ARE GRANTED 3,911 SQUARE FEET OF IMPERVIOUS SURFACE. LOT 337 AT 5,676 TOTAL SQUARE FEET IS AN EXCEPTION AND IS GRANTED 3,911 SQUARE FEET OF IMPERVIOUS SURFACE.  
  
LOTS 265 AND 266 DO NOT TIE INTO THE OVERALL DRAINAGE FACILITIES BUT INSTEAD HANDLE IMPERVIOUS SURFACES THROUGH A DISPERSION SYSTEM DESIGN SPECIFICALLY FOR EACH LOT. IMPERVIOUS SURFACE ALLOWED FOR THESE LOTS WILL BE THE CODE ALLOWED 80% COVERAGE OR 4,000 SQUARE FEET, WHICHEVER IS LESS.
- ALL LOTS SHALL ACCESS FROM INTERIOR ROADS ONLY.

**LOT/HOUSE NUMBER DESIGNATION TABLES**

LOTS WHICH MEET CITY STANDARD FOR 3-CAR GARAGE: LOTS 235 THROUGH 266, 293, 300, 313, 317, 323 THROUGH 344.

LOT	HOUSE NUMBER	LOT	HOUSE NUMBER	LOT	HOUSE NUMBER
235	5342 THORNHILL AVE SW	263	4165 SW BIGLER WAY	319	4160 SW BIGLER WAY
236	5352 THORNHILL AVE SW	264	5763 TRACE DR SW	320	4140 SW BIGLER WAY
237	5362 THORNHILL AVE SW	265	5733 TRACE DR SW	321	4120 SW BIGLER WAY
238	5372 THORNHILL AVE SW	266	5703 TRACE DR SW	322	4100 SW BIGLER WAY
239	5382 THORNHILL AVE SW	289	5961 THORNHILL AVE SW	323	5801 THORNHILL AVE SW
240	5392 THORNHILL AVE SW	290	5951 THORNHILL AVE SW	324	5781 THORNHILL AVE SW
241	5402 THORNHILL AVE SW	291	5941 THORNHILL AVE SW	325	5761 THORNHILL AVE SW
242	5422 THORNHILL AVE SW	292	5931 THORNHILL AVE SW	326	5741 THORNHILL AVE SW
243	5442 THORNHILL AVE SW	293	5921 THORNHILL AVE SW	327	5721 THORNHILL AVE SW
244	5462 THORNHILL AVE SW	294	5911 THORNHILL AVE SW	328	5711 THORNHILL AVE SW
245	5482 THORNHILL AVE SW	295	5901 THORNHILL AVE SW	329	5701 THORNHILL AVE SW
246	5502 THORNHILL AVE SW	296	5891 THORNHILL AVE SW	330	5681 THORNHILL AVE SW
247	5522 THORNHILL AVE SW	297	5871 THORNHILL AVE SW	331	5661 THORNHILL AVE SW
248	5542 THORNHILL AVE SW	298	5851 THORNHILL AVE SW	332	5631 THORNHILL AVE SW
249	5562 THORNHILL AVE SW	299	5831 THORNHILL AVE SW	333	5601 THORNHILL AVE SW
250	5582 THORNHILL AVE SW	300	5811 THORNHILL AVE SW	334	5571 THORNHILL AVE SW
251	5602 THORNHILL AVE SW	301	5980 THORNHILL AVE SW	335	5541 THORNHILL AVE SW
252	5622 THORNHILL AVE SW	308	4182 SW MULLER LN	336	5501 THORNHILL AVE SW
253	5642 THORNHILL AVE SW	309	4162 SW MULLER LN	337	5481 THORNHILL AVE SW
254	5662 THORNHILL AVE SW	310	4142 SW MULLER LN	338	5461 THORNHILL AVE SW
255	5682 THORNHILL AVE SW	311	4122 SW MULLER LN	339	5441 THORNHILL AVE SW
256	5702 THORNHILL AVE SW	312	4102 SW MULLER LN	340	5421 THORNHILL AVE SW
257	5722 THORNHILL AVE SW	313	4101 SW MULLER LN	341	5401 THORNHILL AVE SW
258	5742 THORNHILL AVE SW	314	4121 SW MULLER LN	342	5391 THORNHILL AVE SW
259	5762 THORNHILL AVE SW	315	4141 SW MULLER LN	343	5381 THORNHILL AVE SW
260	5782 THORNHILL AVE SW	316	4161 SW MULLER LN	344	5371 THORNHILL AVE SW
261	5802 THORNHILL AVE SW	317	4181 SW MULLER LN		
262	4145 SW BIGLER WAY	318	4180 SW BIGLER WAY		



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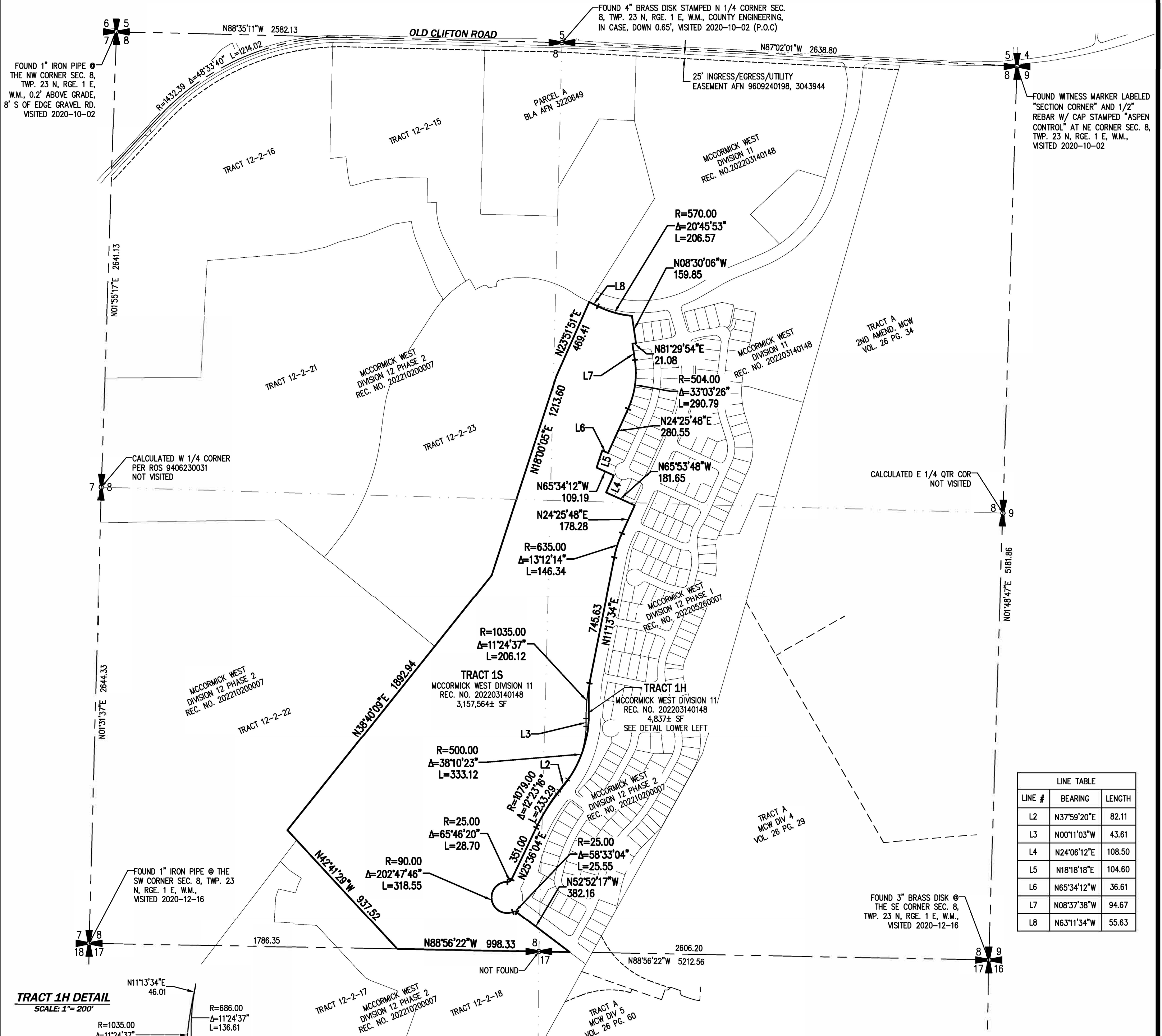


# MCCORMICK WEST DIVISION 13

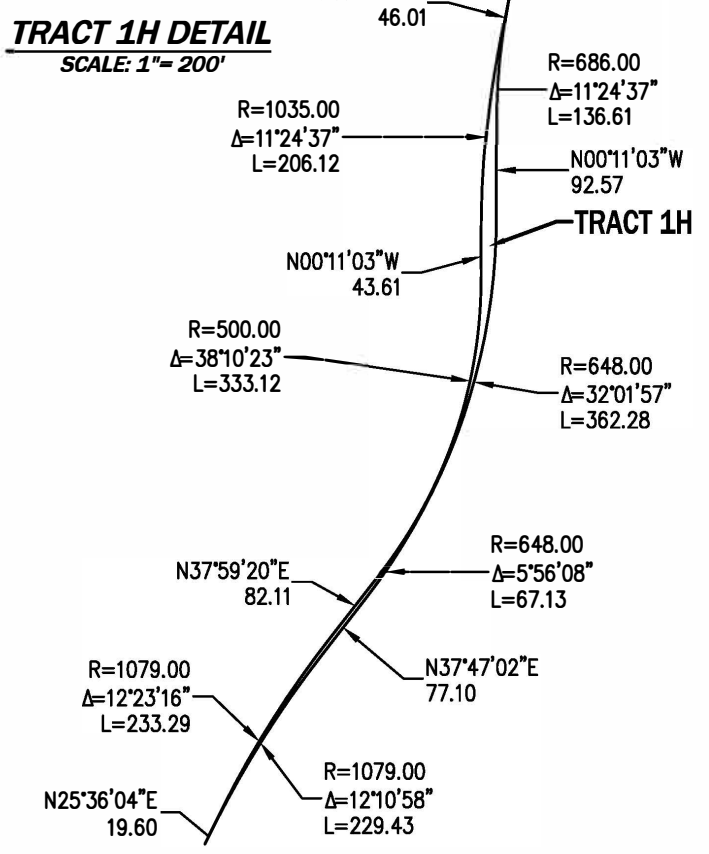
PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

SHEET 3 OF 10

## EXISTING BOUNDARY DETAIL



LINE TABLE		
LINE #	BEARING	LENGTH
L2	N37°59'20"E	82.11
L3	N00°11'03"W	43.61
L4	N24°06'12"E	108.50
L5	N18°18'18"E	104.60
L6	N65°34'12"W	36.61
L7	N08°37'38"W	94.67
L8	N63°11'34"W	55.63



### SURVEY NOTES

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY, SUBDIVISION GUARANTEE NO. 5003353-0009003E, EFFECTIVE DATE APRIL 17, 2024. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- THIS IS A FIELD TRAVERSE SURVEY. A THREE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
- ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT AS RECENTLY AS JUNE, 2022.
- ALL DISTANCES ARE IN US FEET AT GROUND LEVEL.

### REFERENCES

- BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 202103180067 RECORDS OF KITSAP COUNTY, WASHINGTON.
- MCCORMICK WEST DIVISION 11, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 35 OF PLATS, PAGES 234 THROUGH 244, INCLUSIVE, AN AMENDMENT OF VOLUME 35 OF PLATS, PAGES 214 THROUGH 223, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON

### BASIS OF BEARINGS

N87°02'01"W BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER SECTION 8 PER BOUNDARY LINE ADJUSTMENT LU20-BLA-01 RECORDED UNDER AUDITOR'S FILE NUMBER 202103180067 RECORDS OF KITSAP COUNTY, WASHINGTON



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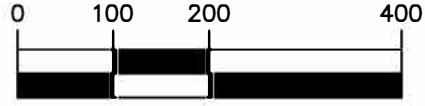
PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



**WETLAND NOTES**

1. WETLAND(WL) DELINEATION AND BUFFER PER SOUNDVIEW CONSULTANTS LLC REPORT FILE NO. 1564.0002 DATED JULY 18, 2022.
2. OFFSITE EXTENTS OF WETLAND(S) AND BUFFER(S) SHOWN HEREON MAY NOT BE SHOWN IN THEIR ENTIRETY.

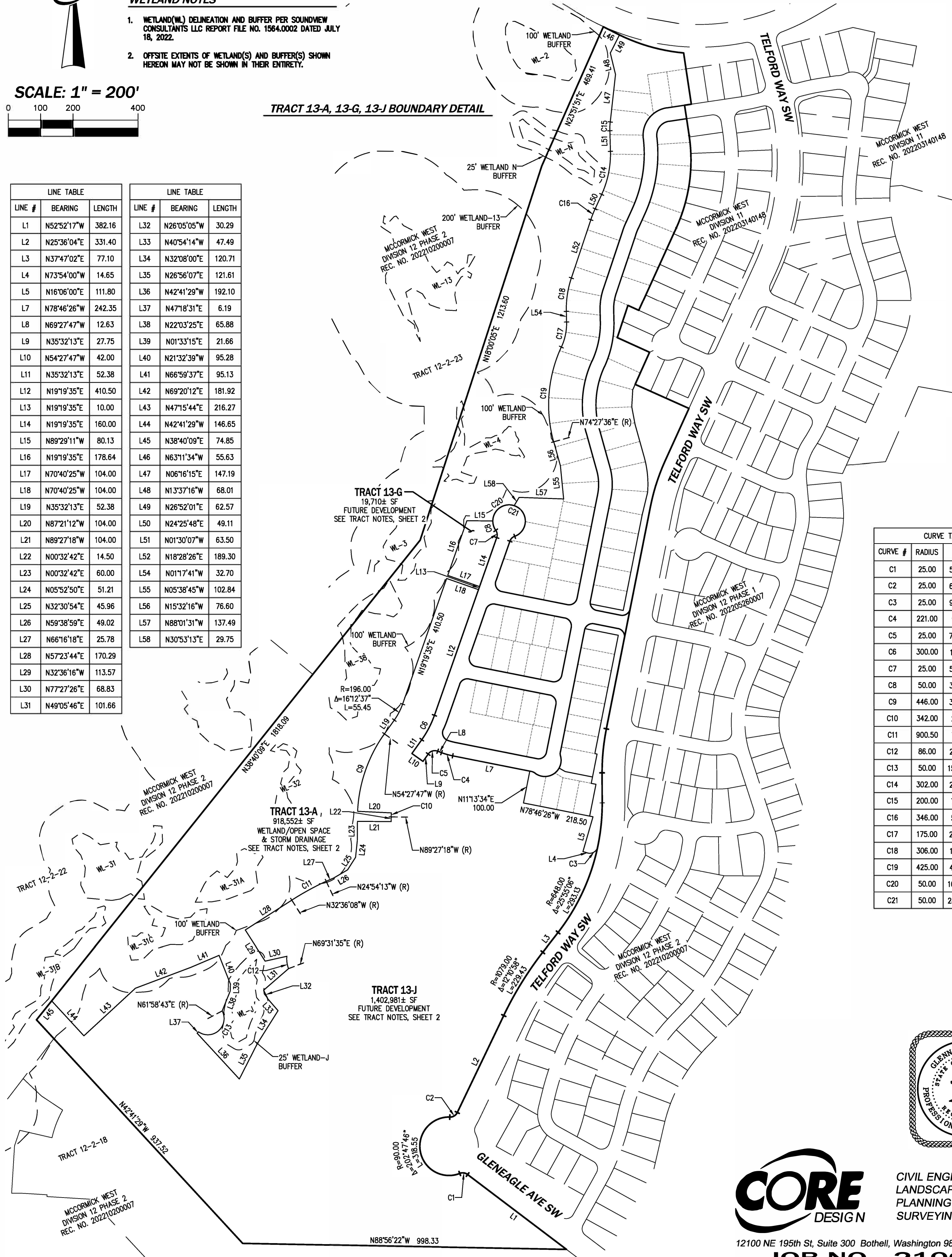
SCALE: 1" = 200'



**TRACT 13-A, 13-G, 13-J BOUNDARY DETAIL**

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N52°52'17"W	382.16	L32	N26°05'05"W	30.29
L2	N25°36'04"E	331.40	L33	N40°54'14"W	47.49
L3	N37°47'02"E	77.10	L34	N32°08'00"E	120.71
L4	N73°54'00"W	14.65	L35	N26°56'07"E	121.61
L5	N16°06'00"E	111.80	L36	N42°41'29"W	192.10
L6	N78°46'26"W	242.35	L37	N47°18'31"E	6.19
L7	N69°27'47"W	12.63	L38	N22°03'25"E	65.88
L8	N35°32'13"E	27.75	L39	N01°33'15"E	21.66
L9	N54°27'47"W	42.00	L40	N21°32'39"W	95.28
L10	N35°32'13"E	52.38	L41	N66°59'37"E	95.13
L11	N19°19'35"E	410.50	L42	N69°20'12"E	181.92
L12	N19°19'35"E	10.00	L43	N47°15'44"E	216.27
L13	N19°19'35"E	160.00	L44	N42°41'29"W	146.65
L14	N89°29'11"W	80.13	L45	N38°40'09"E	74.85
L15	N19°19'35"E	178.64	L46	N63°11'34"W	55.63
L16	N70°40'25"W	104.00	L47	N06°16'15"E	147.19
L17	N70°40'25"W	104.00	L48	N13°37'16"W	68.01
L18	N35°32'13"E	52.38	L49	N26°52'01"E	62.57
L19	N87°21'12"W	104.00	L50	N24°25'48"E	49.11
L20	N89°27'18"W	104.00	L51	N01°30'07"W	63.50
L21	N00°32'42"E	14.50	L52	N18°28'26"E	189.30
L22	N00°32'42"E	60.00	L53	N01°17'41"W	32.70
L23	N05°52'50"E	51.21	L54	N05°32'45"W	102.84
L24	N32°30'54"E	45.96	L55	N15°32'16"W	76.60
L25	N59°38'59"E	49.02	L56	N88°01'31"W	137.49
L26	N66°16'18"E	25.78	L57	N30°53'13"E	29.75
L27	N57°23'44"E	170.29			
L28	N32°36'16"W	113.57			
L29	N77°27'26"E	68.83			
L30	N49°05'46"E	101.66			
L31					

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00	58°33'04"	25.55
C2	25.00	65°46'20"	28.70
C3	25.00	94°14'04"	41.12
C4	221.00	9°18'39"	35.91
C5	25.00	75°00'00"	32.72
C6	300.00	16°12'38"	84.88
C7	25.00	53°54'32"	23.52
C8	50.00	35°05'46"	30.63
C9	446.00	32°53'25"	256.02
C10	342.00	2°06'06"	12.54
C11	900.50	7°41'55"	121.00
C12	86.00	25°45'53"	38.67
C13	50.00	152°59'07"	133.50
C14	302.00	25°55'55"	136.68
C15	200.00	7°46'22"	27.13
C16	346.00	5°57'22"	35.97
C17	175.00	26°04'03"	79.62
C18	306.00	19°46'06"	105.58
C19	425.00	40°18'45"	299.02
C20	50.00	107°34'37"	93.88
C21	50.00	284°17'46"	248.10



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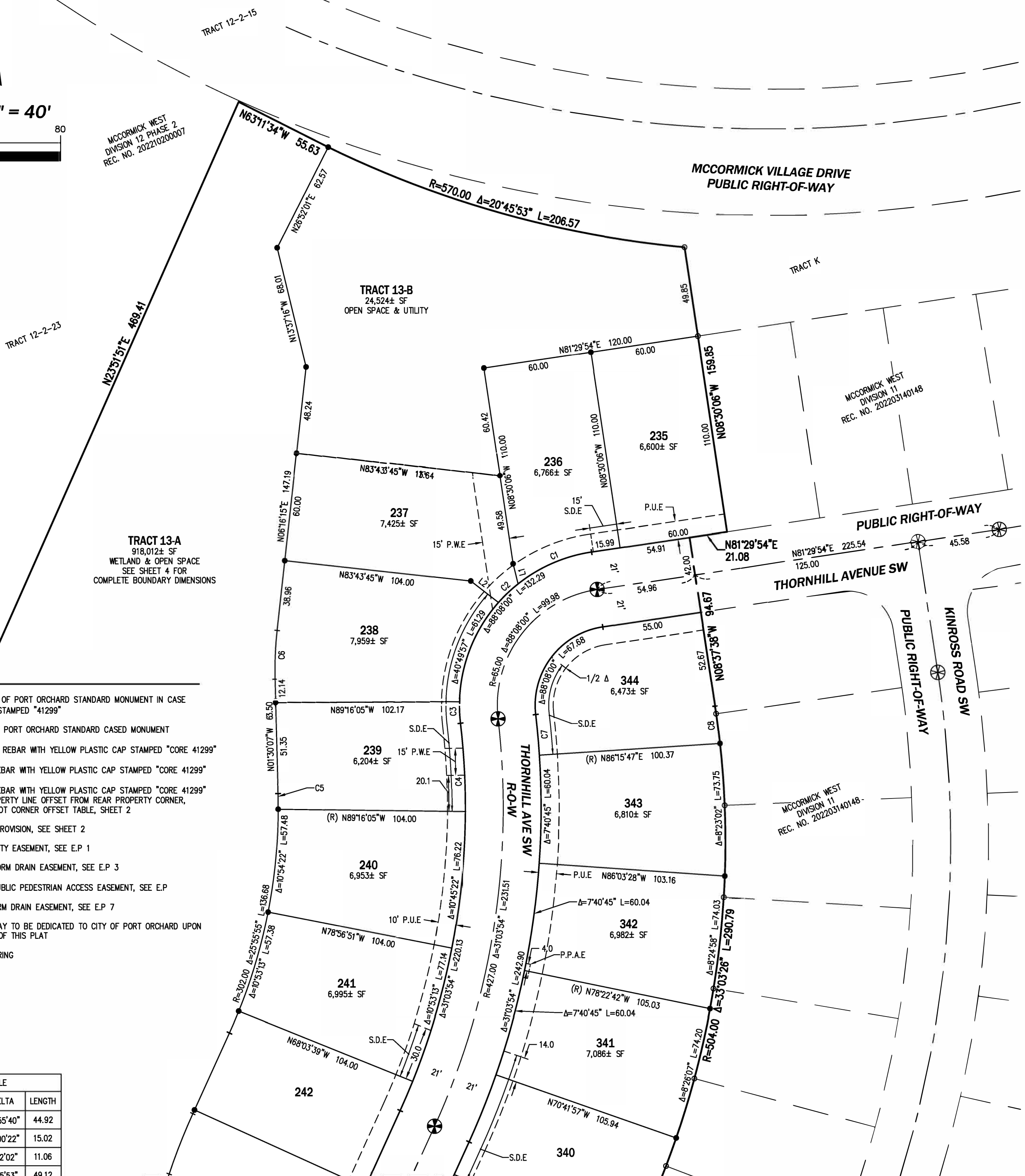
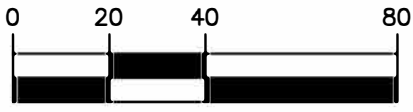
# MCCORMICK WEST DIVISION 13

SHEET 5 OF 10

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



SCALE: 1" = 40'



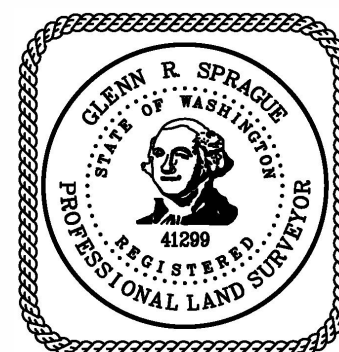
**LEGEND**

- ⊕ FOUND CITY OF PORT ORCHARD STANDARD MONUMENT IN CASE W/ PUNCH STAMPED "41299"
- ⊕ SET CITY OF PORT ORCHARD STANDARD CASED MONUMENT
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299" ALONG PROPERTY LINE OFFSET FROM REAR PROPERTY CORNER, SEE REAR LOT CORNER OFFSET TABLE, SHEET 2
- E.P. EASEMENT PROVISION, SEE SHEET 2
- P.U.E. PUBLIC UTILITY EASEMENT, SEE E.P 1
- S.D.E. PRIVATE STORM DRAIN EASEMENT, SEE E.P 3
- P.P.A.E. 2.5' X 8' PUBLIC PEDESTRIAN ACCESS EASEMENT, SEE E.P
- P.S.D.E. PUBLIC STORM DRAIN EASEMENT, SEE E.P 7
- R-O-W RIGHT OF WAY TO BE DEDICATED TO CITY OF PORT ORCHARD UPON RECORDING OF THIS PLAT
- (R) RADIAL BEARING

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	86.00	29°55'40"	44.92
C2	86.00	10°00'22"	15.02
C3	86.00	7°22'02"	11.06
C4	406.00	6°55'53"	49.12
C5	302.00	1°38'54"	8.69
C6	200.00	7°46'22"	27.13
C7	448.00	2°53'53"	22.66
C8	504.00	2°22'16"	20.86

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N14°00'39"W	11.52
L2	N52°09'01"W	19.46

SEE SHEET 6



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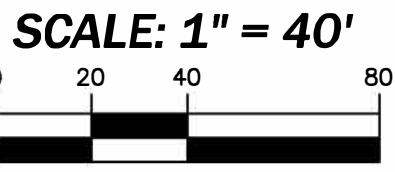
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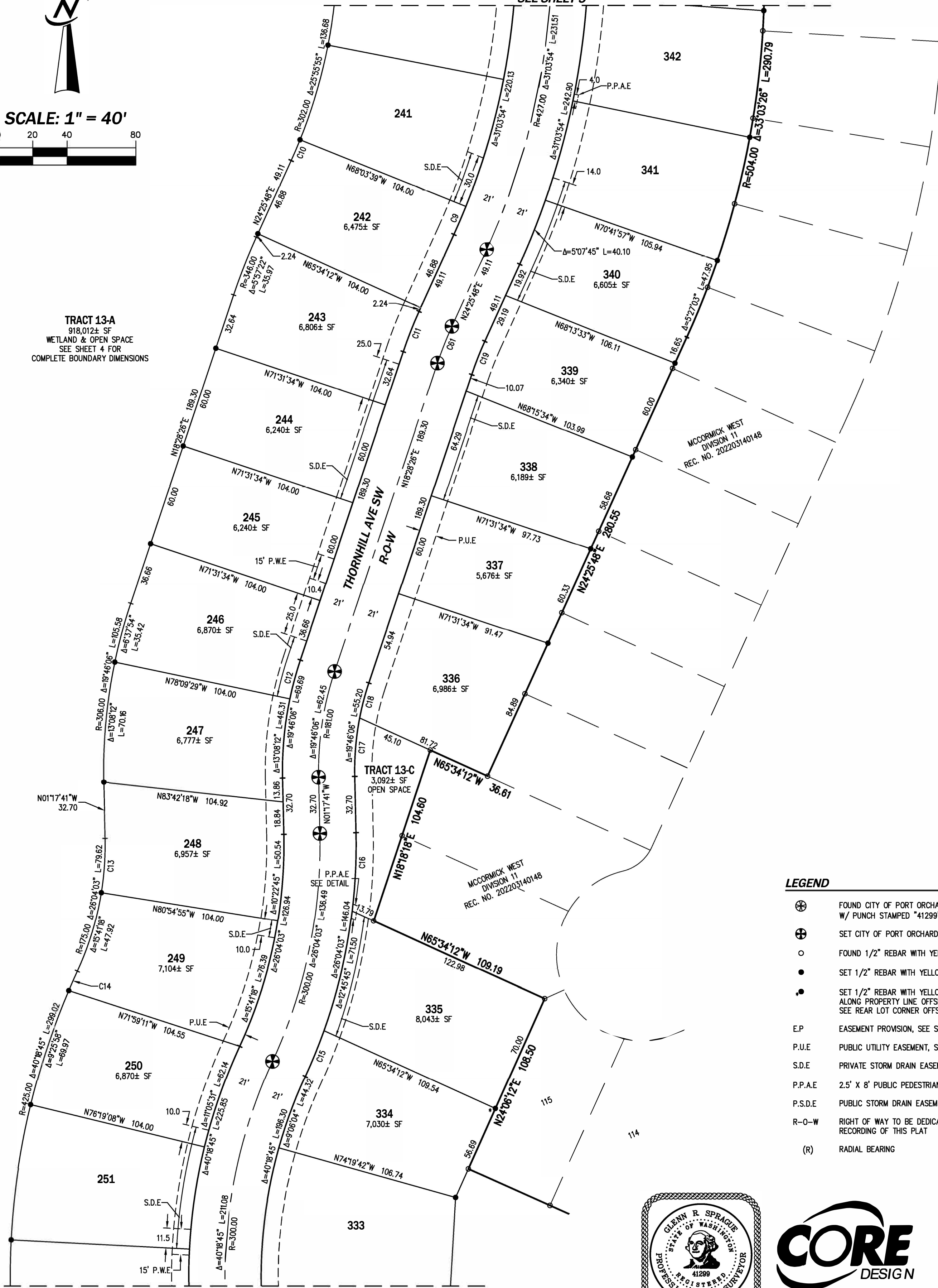
# MCCORMICK WEST DIVISION 13

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
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CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



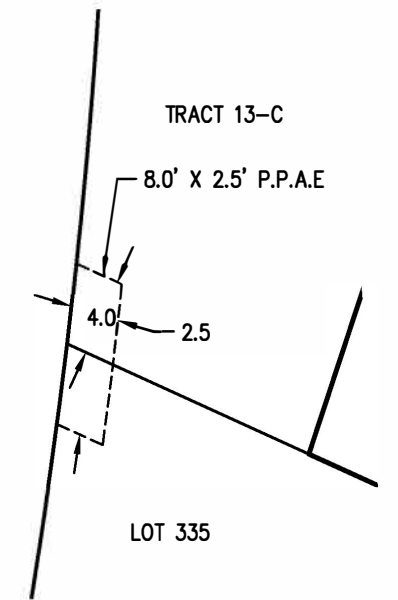
**TRACT 13-A**  
918,012± SF  
WETLAND & OPEN SPACE  
SEE SHEET 4 FOR  
COMPLETE BOUNDARY DIMENSIONS

SEE SHEET 5



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C9	406.00	2°29'27"	17.65
C10	302.00	2°29'27"	13.13
C11	242.00	5°57'22"	25.16
C12	202.00	6°37'54"	23.38
C13	175.00	10°22'45"	31.70
C14	425.00	1°39'33"	12.31
C15	321.00	5°08'40"	28.82
C16	321.00	8°09'38"	45.72
C17	160.00	12°13'11"	34.12
C18	160.00	7°32'55"	21.08
C19	200.00	5°57'22"	20.79
C61	221.00	5°57'22"	22.97

**P.P.A.E. DETAIL**  
NTS



**LEGEND**

- ⊗ FOUND CITY OF PORT ORCHARD STANDARD MONUMENT IN CASE W/ PUNCH STAMPED "41299"
- ⊕ SET CITY OF PORT ORCHARD STANDARD CASED MONUMENT
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299" ALONG PROPERTY LINE OFFSET FROM REAR PROPERTY CORNER, SEE REAR LOT CORNER OFFSET TABLE, SHEET 2
- E.P. EASEMENT PROVISION, SEE SHEET 2
- P.U.E. PUBLIC UTILITY EASEMENT, SEE E.P. 1
- S.D.E. PRIVATE STORM DRAIN EASEMENT, SEE E.P. 3
- P.P.A.E. 2.5' X 8' PUBLIC PEDESTRIAN ACCESS EASEMENT, SEE E.P.
- P.S.D.E. PUBLIC STORM DRAIN EASEMENT, SEE E.P. 7
- R-O-W RIGHT OF WAY TO BE DEDICATED TO CITY OF PORT ORCHARD UPON RECORDING OF THIS PLAT
- (R) RADIAL BEARING



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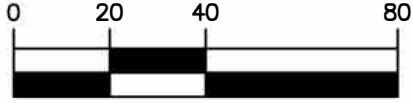


# MCCORMICK WEST DIVISION 13

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
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CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON

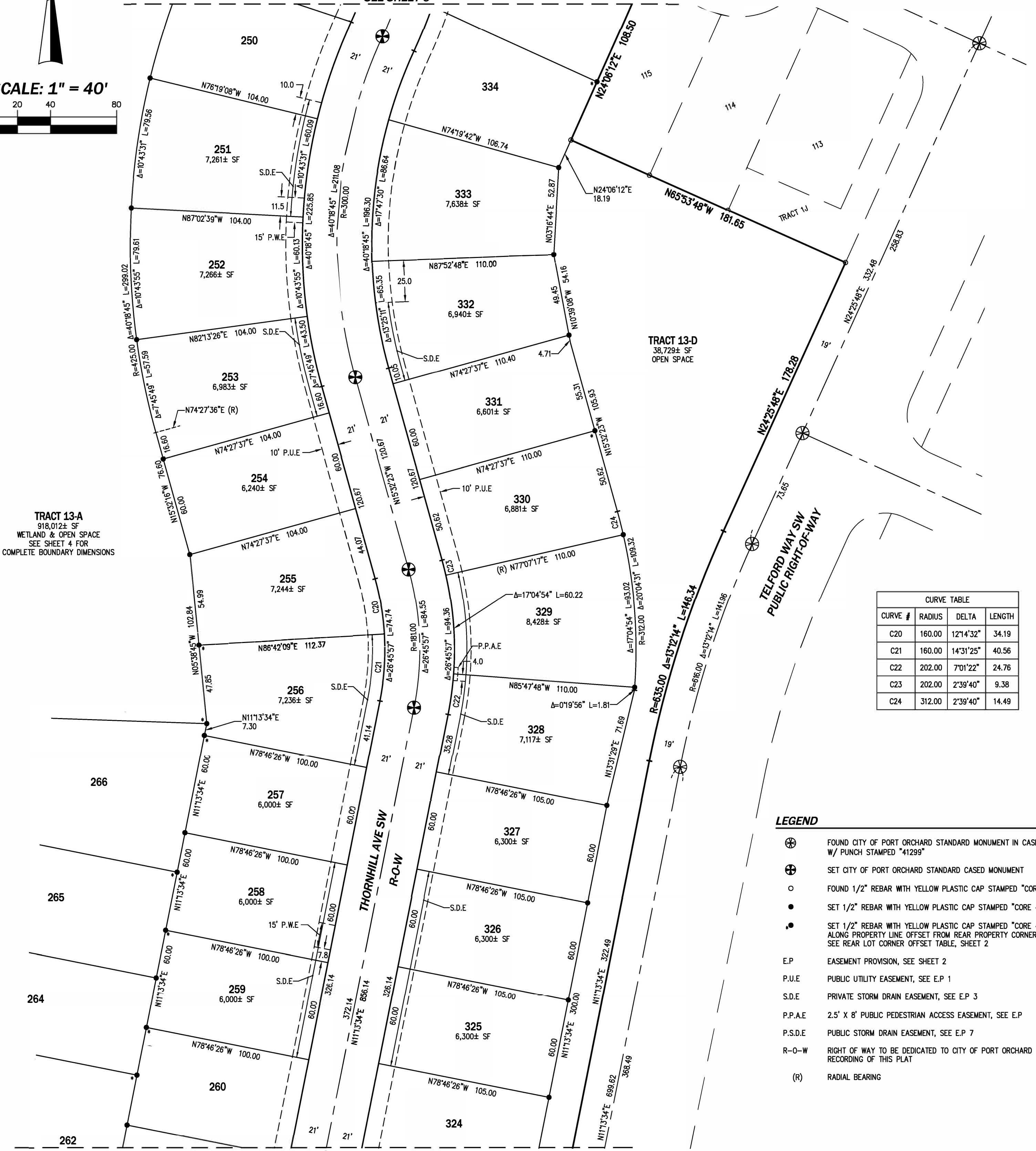


SCALE: 1" = 40'



SEE SHEET 6

SEE SHEET 8



TRACT 13-A  
918,012± SF  
WETLAND & OPEN SPACE  
SEE SHEET 4 FOR  
COMPLETE BOUNDARY DIMENSIONS

TRACT 13-D  
38,729± SF  
OPEN SPACE

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C20	160.00	121°4'32"	34.19
C21	160.00	14°31'25"	40.56
C22	202.00	7°01'22"	24.76
C23	202.00	2°39'40"	9.38
C24	312.00	2°39'40"	14.49

**LEGEND**

- FOUND CITY OF PORT ORCHARD STANDARD MONUMENT IN CASE W/ PUNCH STAMPED "41299"
- SET CITY OF PORT ORCHARD STANDARD CASED MONUMENT
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
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- P.S.D.E. PUBLIC STORM DRAIN EASEMENT, SEE E.P. 7
- R-O-W RIGHT OF WAY TO BE DEDICATED TO CITY OF PORT ORCHARD UPON RECORDING OF THIS PLAT
- (R) RADIAL BEARING



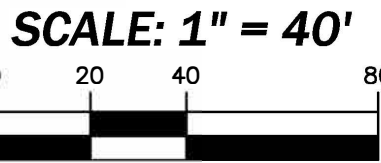
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12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877  
**JOB NO. 21062A**

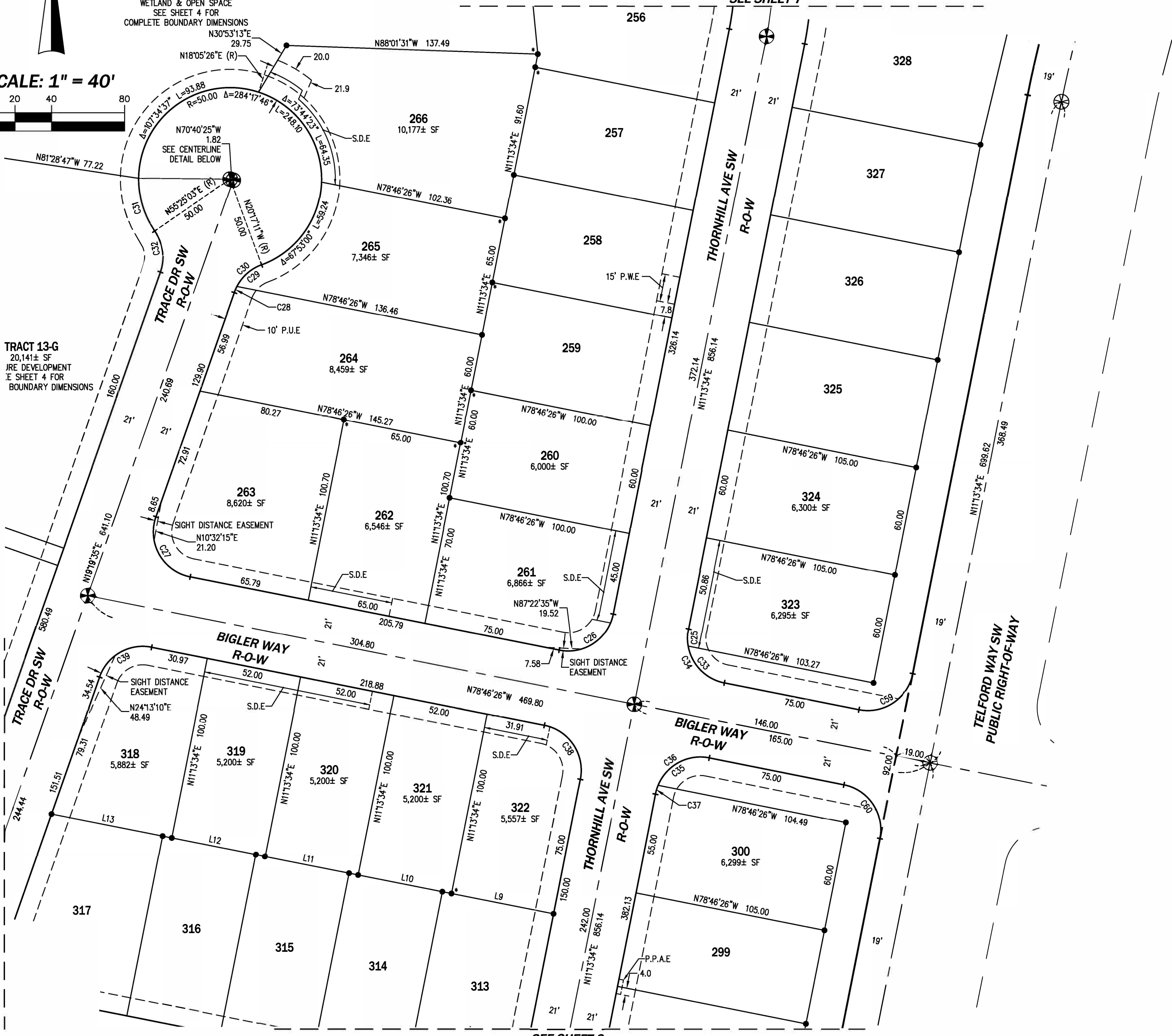


# MCCORMICK WEST DIVISION 13

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



**TRACT 13-A**  
918,012± SF  
WETLAND & OPEN SPACE  
SEE SHEET 4 FOR  
COMPLETE BOUNDARY DIMENSIONS  
N30°53'13"E  
29.75

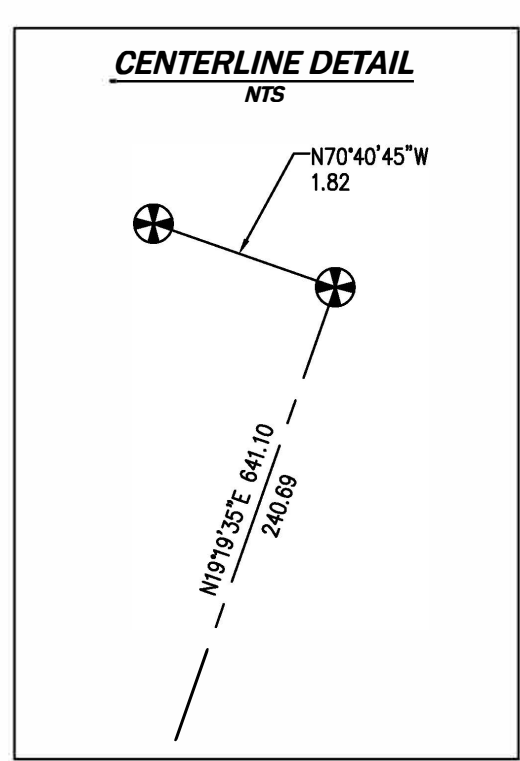


**TRACT 13-G**  
20,141± SF  
JRE DEVELOPMENT  
SEE SHEET 4 FOR  
BOUNDARY DIMENSIONS

SEE SHEET 9

SEE SHEET 9

- LEGEND**
- ⊕ FOUND CITY OF PORT ORCHARD STANDARD MONUMENT IN CASE W/ PUNCH STAMPED "41299"
  - ⊕ SET CITY OF PORT ORCHARD STANDARD CASED MONUMENT
  - FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
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  - E.P. EASEMENT PROVISION, SEE SHEET 2
  - P.U.E. PUBLIC UTILITY EASEMENT, SEE E.P. 1
  - S.D.E. PRIVATE STORM DRAIN EASEMENT, SEE E.P. 3
  - P.P.A.E. 2.5' X 8' PUBLIC PEDESTRIAN ACCESS EASEMENT, SEE E.P.
  - P.S.D.E. PUBLIC STORM DRAIN EASEMENT, SEE E.P. 7
  - R-O-W RIGHT OF WAY TO BE DEDICATED TO CITY OF PORT ORCHARD UPON RECORDING OF THIS PLAT
  - (R) RADIAL BEARING



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C25	25.00	21°26'37"	9.36
C26	25.00	90°00'00"	39.27
C27	25.00	98°06'01"	42.80
C28	25.00	8°24'15"	3.67
C29	25.00	41°59'00"	18.32
C30	25.00	50°23'14"	21.99
C31	50.00	35°05'46"	30.63
C32	25.00	53°54'32"	23.52
C33	25.00	68°33'23"	29.91

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C34	25.00	90°00'00"	39.27
C35	25.00	78°27'47"	34.24
C36	25.00	90°00'00"	39.27
C37	25.00	11°32'13"	5.03
C38	25.00	90°00'00"	39.27
C39	25.00	81°53'59"	35.74
C59	25.00	90°00'00"	39.27
C60	25.00	90°00'00"	39.27

LINE TABLE		
LINE #	BEARING	LENGTH
L9	N78°46'26"W	56.91
L10	N78°46'26"W	52.00
L11	N78°46'26"W	52.00
L12	N78°46'26"W	52.00
L13	N78°46'26"W	66.90



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
PLANNING  
SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877  
**JOB NO. 21062A**

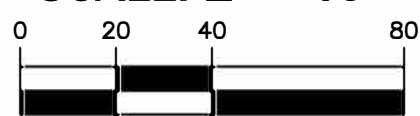


# MCCORMICK WEST DIVISION 13

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



SCALE: 1" = 40'



**LEGEND**

- ⊕ FOUND CITY OF PORT ORCHARD STANDARD MONUMENT IN CASE W/ PUNCH STAMPED "41299"
- ⊕ SET CITY OF PORT ORCHARD STANDARD CASED MONUMENT
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 41299"
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- P.P.A.E. 2.5' X 8' PUBLIC PEDESTRIAN ACCESS EASEMENT, SEE E.P.
- P.S.D.E. PUBLIC STORM DRAIN EASEMENT, SEE E.P. 7
- R-O-W RIGHT OF WAY TO BE DEDICATED TO CITY OF PORT ORCHARD UPON RECORDING OF THIS PLAT
- (R) RADIAL BEARING

LINE TABLE		
LINE #	BEARING	LENGTH
L3	N59°22'04"W	28.55
L4	N60°06'26"W	21.79
L6	N78°46'26"W	14.91
L7	N78°46'26"W	7.00
L8	N88°57'07"W	30.29
L14	N78°46'26"W	61.81
L15	N78°46'26"W	52.00
L16	N78°46'26"W	52.00
L17	N78°46'26"W	52.00
L18	N78°46'26"W	62.00

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C40	25.00	90°00'00"	39.27
C41	25.00	98°06'01"	42.80
C42	25.00	81°53'59"	35.74
C43	25.00	90°00'00"	39.27
C44	25.00	90°00'00"	39.27

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C52	30.00	25°50'31"	13.53
C53	50.00	40°48'36"	35.61
C54	50.00	34°28'11"	30.08
C55	50.00	23°04'26"	20.14
C56	50.00	43°19'48"	37.81

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C57	30.00	25°50'31"	13.53



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
PLANNING  
SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877

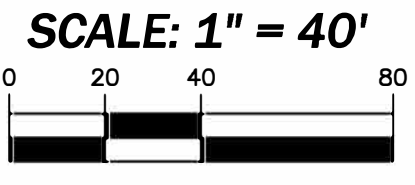
JOB NO. 21062A



# MCCORMICK WEST DIVISION 13

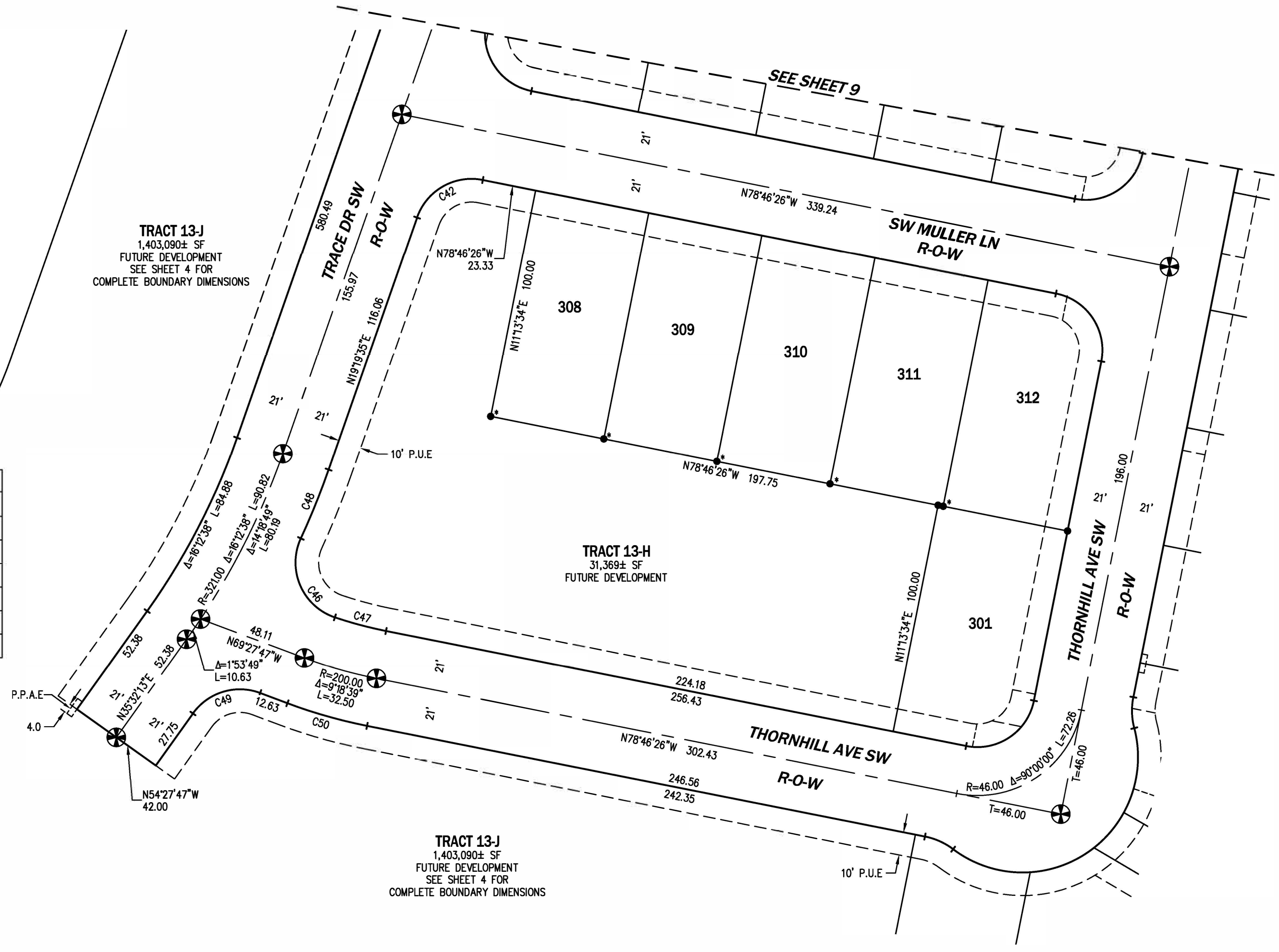
SHEET 10 OF 10

PORTIONS OF THE SE 1/4 OF THE NW 1/4 & SW 1/4 OF THE NE 1/4 & THE NE 1/4, SE 1/4, SW 1/4 OF THE SW 1/4  
& THE SW 1/4, NW 1/4, OF THE SE 1/4 OF  
SECTION 8, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.  
CITY OF PORT ORCHARD, KITSAP COUNTY, WASHINGTON



TRACT 13-J  
1,403,090± SF  
FUTURE DEVELOPMENT  
SEE SHEET 4 FOR  
COMPLETE BOUNDARY DIMENSIONS

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C42	25.00	81°53'59"	35.74
C46	25.00	96°07'58"	41.95
C47	179.00	7°20'50"	22.95
C48	342.00	5°22'47"	32.11
C49	25.00	75°00'00"	32.72
C50	221.00	9°18'39"	35.91

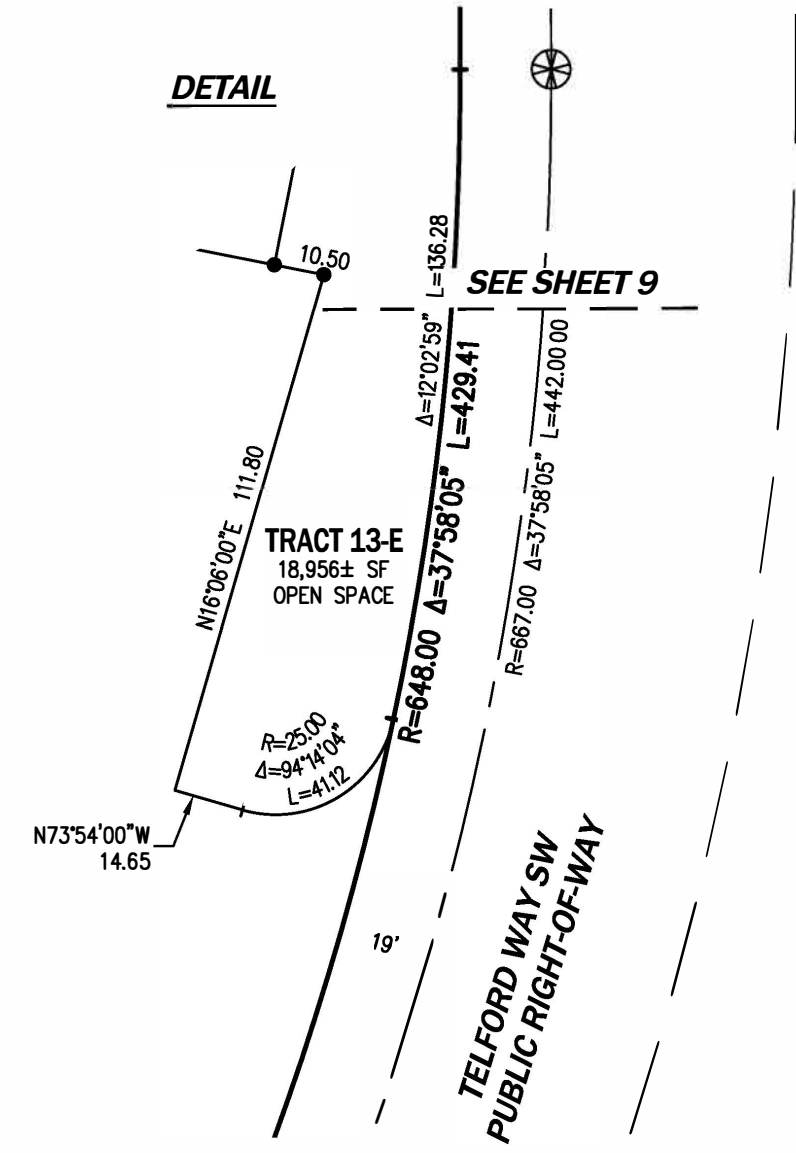


TRACT 13-H  
31,369± SF  
FUTURE DEVELOPMENT

**LEGEND**

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- P.S.D.E. PUBLIC STORM DRAIN EASEMENT, SEE E.P 7
- R-O-W RIGHT OF WAY TO BE DEDICATED TO CITY OF PORT ORCHARD UPON RECORDING OF THIS PLAT
- (R) RADIAL BEARING

**DETAIL**



CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
PLANNING  
SURVEYING

12100 NE 195th St, Suite 300 Bothell, Washington 98011 425.885.7877  
**JOB NO. 21062A**



## CITY OF PORT ORCHARD

### Development Director

216 Prospect Street, Port Orchard, WA 98366

Phone: (360) 874-5533 • Fax: (360) 876-4980

[planning@portorchardwa.gov](mailto:planning@portorchardwa.gov)

[www.portorchardwa.gov](http://www.portorchardwa.gov)

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July 1, 2024

City Council  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366

Re: Recommendation of Approval of Final Plat for McCormick Woods West Division 13, file number LU24-PLAT FINAL-01.

Dear City Council,

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the conditions in the Kitsap County Hearing Examiner Decision dated May 30, 2008 and the subsequent administrative minor plat amendment decision issued by the City of Port Orchard Development Director on February 12, 2021. An appropriate performance bond has been received by the City of Port Orchard for certain civil improvements which adequately satisfies the conditions of preliminary plat approval. An appropriate performance bond has been received by the City of Port Orchard for certain landscaping improvements which adequately satisfies the conditions of preliminary plat approval.

The subdivision complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development. I therefore recommend approval of the final plat.

Sincerely,

*Nicholas Bond*

Nicholas Bond, AICP  
City Development Director

**BILL OF SALE**

THIS BILL OF SALE is made and executed this 11<sup>TH</sup> day of JUNE, 2024, by and between McCormick Development Corp, a Washington Limited Liability Corporation, hereinafter called the "Grantor" and the City of Port Orchard, a Municipal Corporation, hereinafter called the "Grantee."

**WITNESSETH:**

That the Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, sets over, assigns, transfers and delivers and warrants to the City of Port Orchard ownership in the following described personal property situated in Kitsap County, State of Washington, and installed by the Grantor to date, TO WIT:

Public sewer mains and public road and storm improvements and associated appurtenances constructed on-site at the McCormick West Division 13 project located on parcel 5696-000-150-0006. These improvements are further described in Exhibit A and itemized in Exhibit B, both of which are attached hereto and incorporated herein by this reference.

The Grantor hereby warrants that it is the lawful and sole owner of all the personal property above conveyed, that such items are free from all liens and encumbrances, that the Grantor has the full power to convey and transfer the same, and that the Grantor will defend the same against the claims and demands of any and all persons lawfully making claims thereto. The Grantor further warrants that the execution of this Bill of Sale is an authorized act of said Grantor.

Dated at KIRKLAND, Washington, this 11<sup>TH</sup> day of JUNE, 2024

**GRANTOR:** (McCormick Development Corp)

By: [Signature]

Its: Authorized Signatory

Print Name: James N Tosti

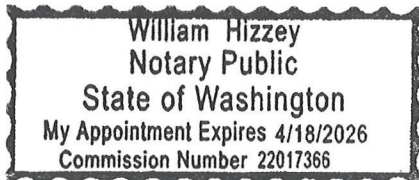
[Remainder of page intentionally left blank]



STATE OF WASHINGTON )  
COUNTY OF KING )ss

On this 11 day of JUNE, 2024 before me personally appeared JAMES TUSTE, to me known to be the managing member for MCCORMICK DEVELOPMENT CORP, a limited liability corporation, that executed the within and foregoing instrument, and acknowledged the 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/she was authorized to execute said instrument.

Given under my hand and official seal this 11 day of JUNE, 2024.



William Hizey  
Notary Public in and for the State of Washington,  
residing in WOODINVILLE  
My commission expires 4/18/26

Dated at Port Orchard, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF PORT ORCHARD**

By: \_\_\_\_\_  
Rob Putaansuu, Mayor

STATE OF WASHINGTON )  
COUNTY OF KITSAP )ss

On this day and year above personally appeared before me, Rob Putaansuu, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Port Orchard for the uses and purposes therein mentioned, and on oath states he is authorized to execute the said instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Exhibit A**  
List of Required Improvements

The following provides a general description of the improvements conveyed under this Bill of Sale related to the "McCormick West Division 13" project as shown in the approved construction plans prepared by Core Design Inc. with the City approval dated 05.02.22.

- 1.) *Specific improvements conveyed under this Bill of Sale include the following elements found within this approved construction drawings set as follows.*
  - a. *Public sewer main extension, associated manholes and appurtenances within the plat as shown on below plan sheets*
    - i. *C5.00-C5.11*
  - b. *Public water main extensions, associated fittings and appurtenances within the plat as shown on below plan sheets.*
    - i. *C6.00-C6.11*
  - c. *Public road and storm improvements associated structures and appurtenances within the plat as shown on below plan sheets.*
    - i. *C3.45-C4.42*

The items, quantity and value of the improvements described above and conveyed under this Bill of Sale are presented in Exhibit B and are associated with City of Port Orchard Permit #s PW21-054 and PW21-055.

Exhibit B



GENERAL CONTRACTORS

1333 Lloyd Parkway - Port Orchard, WA 98367  
(360) 876-9737 - Fax (360) 876-9760

"Building on a Reputation of Quality"

Monday, June 10, 2024

Attn: Nick Tosti  
McCormick Communities LLC  
805 Kirkland Ave, Suite 200  
Kirkland WA 98033

RE: McCormick West Division 13 Bill of Sale

**DIVISION 13**

	Quantity	Unit	U/P	SUB-TOTAL	TAX
<b>Crushed Rock under HMA / Concrete Inc. Road A</b>					
4" CSBC under HMA Per 4/19/22 Email	17,956.00	SY	\$8.00	\$143,648.00	USE
6" CSTC under HMA	17,956.00	SY	\$11.15	\$200,209.40	USE
4" CSTC under Concrete Walk, Drive	6,491.00	SY	\$13.00	\$84,383.00	USE
12" CSTC under Pedestrian Path along Road A (Per Div. 11/12 detail.)	1,000.00	SY	\$22.00	\$22,000.00	USE
Shoulder Rock	217.00	TON	\$50.00	\$10,850.00	USE
<b>Concrete</b>					
18" Rolled Curb and Gutter	9,200.00	LF	\$20.00	\$184,000.00	USE
5" Sidewalks	59,860.00	SF	\$5.70	\$341,202.00	USE
ADA Ramps	30.00	EA	\$2,000.00	\$60,000.00	USE
Sawcut & Demo (Road B 30+48, 20' R)	1.00	LS	\$9,609.00	\$9,609.00	USE
<b>Asphalt (price based on liquid oil asphalt at \$700/ton)</b>					
3" HMA	15,800.00	SY	\$22.50	\$355,500.00	USE
<b>Main Line Storm System</b>					
12" CPEP including camera & testing	4,600.00	LF	\$52.00	\$239,200.00	USE
Type 1 CB	14.00	EA	\$1,809.00	\$25,326.00	USE
48" T2 CB (Inc 60" CB)	35.00	EA	\$6,710.00	\$234,850.00	USE
Rip Rap (Road B Swale)	90.00	TONS	\$45.00	\$4,050.00	USE
Connections	3.00	EA	\$2,978.00	\$8,934.00	USE
12" Trash Rack	4.00	EA	\$1,235.00	\$4,940.00	USE
<b>Water System</b>					
PRV	1.00	EA	\$67,914.00	\$67,914.00	SALES
Services	121.00	EA	\$1,628.00	\$196,988.00	SALES
8" DI Pipe (Includes Field Lock & 4")	5,200.00	LF	\$69.90	\$363,480.00	SALES
8" Fittings	47.00	EA	\$728.00	\$34,216.00	SALES
8" Valves	15.00	EA	\$1,594.00	\$23,910.00	SALES
Air Vac	2.00	EA	\$5,500.00	\$11,000.00	SALES
Blow Off	2.00	EA	\$3,500.00	\$7,000.00	SALES
Hydrants - Includes New Testing Requirement	9.00	EA	\$8,022.00	\$72,198.00	SALES
<b>Sewer System</b>					
6" Service	121.00	EA	\$2,143.00	\$259,303.00	USE
8" Sewer	4,890.00	LF	\$47.00	\$229,830.00	USE
Sewer Connections	3.00	EA	\$2,115.00	\$6,345.00	USE
48" SSMH (GU Lining)	28.00	EA	\$9,923.00	\$277,844.00	USE
Signs / Striping Estimate	1.00	LS	\$52,972.00	\$52,972.00	USE
<b>MISC ITEMS:</b>					
Monuments	30.00	EA	\$1,037.00	\$31,110.00	USE
			<b>SUB TOTAL</b>	<b>\$3,562,811.40</b>	
			<b>9.3% W.S.S.T</b>	<b>\$72,233.66</b>	
			<b>TOTAL</b>	<b>\$3,635,045.06</b>	

\*\*\*USE TAX INCLUDED IN ITEMS LISTED



# CITY OF PORT ORCHARD

## Public Works Director

216 Prospect Street, Port Orchard, WA 98366  
Phone: (360) 876-4991 • Fax: (360) 876-4980  
www.portorchardwa.gov

---

July 17, 2024

Port Orchard City Council  
City of Port Orchard  
216 Prospect Street  
Port Orchard, WA 98366

Re: Recommendation of Approval of Final Plat for McCormick West Division 13

Dear City Council:

In accordance with RCW 58.17.150(2), I hereby state that I have reviewed the subdivision documents for conformance to applicable land use regulations and to the Conditions and Mitigation Measures within the Kitsap County Hearing Examiner's Findings, Conclusions and Decision dated May 30, 2008 and a minor plat amendment dated February 12, 2021. The subdivision as presented complies with all terms and conditions of the approved preliminary plat that are within the authority of the Department of Community Development.

I also state that the City of Port Orchard has confirmed that it has sufficient sewage disposal, pursuant to the recent completion of the McCormick Sewerage Lift Stations No. 1 and No. 2 improvements as outlined in the 2018 City of Port Orchard McCormick Woods Lift Stations No. 1 and No. 2 Agreement. With regards to water supply capacity, the development is located within the City of Port Orchard's Retail Water Service Area and sufficient water supply is available. Finally, the final plat documents have been reviewed, and I have confirmed that all working drawings and specifications for the improvements have been prepared in conformance with City standards and that all required improvements are either complete and accepted, or that a Performance Bond has been established for all unfinished work. I therefore recommend approval of the final plat. If you should have any questions, or need additional information, please feel free to contact me at this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Chris Hammer', with a long horizontal flourish extending to the right.

K. Chris Hammer, P.E.  
City Engineer

**CITY OF PORT ORCHARD  
MAINTENANCE/WARRANTY BOND FOR PRIVATE SECTOR PROJECTS**

(Note: Before the Performance Bond can be released the City must receive the two years Maintenance/Warranty Bond)

Project #, Permit #, or Contract #: \_\_\_\_\_  
Surety Bond #: \_\_\_\_\_  
Date Posted: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized  
under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in the  
State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port  
Orchard, Washington, in the sum of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) 20% Total Contract Amount, lawful money of the United States of America, for  
the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such  
that:

WHEREAS, the above named Principal has constructed and installed certain improvements on  
public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following  
written and final acceptance of the project in order to provide security for the obligation of the Principal to  
repair and/or replace said improvements against defects in workmanship, materials or installation during the  
twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City.  
It is understood and agreed that this obligation shall continue in effect until released in writing by the City,  
but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this  
Bond are as follows: (insert complete description of work here)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. The Principal and Surety agree that the work and improvements installed in the above-referenced  
project shall remain free from defects in material, workmanship and installation (or, in the case of  
landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the  
same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or  
cessation of the state of the project or improvements as accepted by the City during the twenty-four (24)  
month period after final and written acceptance, and includes, but is not limited to, repair or replacement of  
defective workmanship, materials or installations.



C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY COMPANY**  
**(Signature must be notarized)**

**DEVELOPER/OWNER**  
**(Signature must be notarized)**

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CITY OF PORT ORCHARD**

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

City of Port Orchard

Print Name: \_\_\_\_\_

216 Prospect Street

Its \_\_\_\_\_

Port Orchard, WA 98366

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

(360) 876-4991







**CITY OF PORT ORCHARD  
PERFORMANCE BOND FOR PRIVATE SECTOR PROJECTS**

(Note: City must receive the two years Maintenance/Warranty Bond prior to releasing Performance Bond)

PROJECT or PERMIT # \_\_\_\_\_  
CONTRACT # \_\_\_\_\_  
SURETY BOND #: \_\_\_\_\_  
DATE ACCEPTED: \_\_\_\_\_  
PROJECT COMPLETION DATE: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Location: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_ a corporation organized  
under the laws of the State of \_\_\_\_\_, and authorized to transact surety business  
in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port  
Orchard, Washington, in the sum of \_\_\_\_\_  
(\$\_\_\_\_\_), 150% of the total construction amount for Private Developers, lawful  
money of the United States of America, for the payment of which sum we and each of us bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE  
CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to perform  
the following project within the City: \_\_\_\_\_  
\_\_\_\_\_ ; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the  
project; and that such improvements be constructed in full compliance with City standards, and the plans and  
specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or constructed  
within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until  
released in writing by the City of Port Orchard, but only after the Principal has performed and satisfied the  
following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: *(Insert complete description here or  
add summary here and refer to a separate detailed description attached as Exhibit A.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file by \_\_\_\_\_ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Port Orchard, its officers, officials and agents from any claim for such payment.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above. Therefore, a Performance Bond in the amount of 150% of the anticipated construction costs to guarantee the Work to be completed shall be provided prior to the commencement of Work and will be released upon completion and acceptance of all Work and upon receipt of the 2-year Maintenance/Warranty Bond. All bonds must be in a form approved by the City.
6. The Principal shall indemnify and hold harmless the City of Port Orchard, its officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), 20% of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

**B. Default.**

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this Bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the terms of the contract or to the work to be performed by the Principal or the specifications accompanying the same shall in any way affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation on this Performance Bond in a like amount.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Kitsap County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY COMPANY  
(Signature must be notarized)**

**PRINCIPAL  
(Signature must be notarized)**

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CITY OF PORT ORCHARD**

ACCEPTED DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: MARK DORSEY, P.E.

ITS: CITY ENGINEER

BUSINESS NAME: CITY OF PORT ORCHARD

ADDRESS: 216 PROSPECT STREET

CITY/STATE/ZIP: PORT ORCHARD, WA 98366

PHONE NUMBER: 360-876-4991

**FORM P-1 NOTARY BLOCK**

(Use for Individual/Sole Proprietor Only)

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, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**FORM P-2 NOTARY BLOCK**

(Use for Partnership or Corporation Only)

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 as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**FORM P-3 NOTARY BLOCK**

(Use for Surety Company Only)

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 as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## **Agenda Staff Report**

Agenda Item No.: Business Item 8B

Meeting Date: July 23, 2024

Subject: Approval of an Employment Contract for  
the Chief of Police

Prepared By: Debbie Lund  
HR Director

**Summary:** Matt Brown has served as the Chief of Police for the City of Port Orchard since July 8, 2019. His initial employment contract expired on May 27, 2024, and was extended by council through July 27, 2024. The Chief and the Mayor have negotiated a new contract with a proposed start date of July 28, 2024.

The contract for your consideration is a three year contact with the option for up to two additional one year extensions.

All materials related to this contract have been sent to you by the City Attorney under privilege.

**Recommendation:** Staff recommends the Council authorize the Mayor to sign the employment contract with Matt Brown for continued service as the Chief of Police as presented.

**Relationship to Comprehensive Plan:** N/A

**Has this item been presented to Committee/Work Study? If so, which one:** No.

**Motion for consideration:** "I move to authorize the Mayor to sign a contract with Matt Brown for continuing service as the Chief of Police."

**Fiscal Impact:** All expenses currently provide for in the 2024 budget.

**Alternatives:** Do not approve and provide alternative guidance

**Attachments:** Employment Contract with Matthew H. Brown (provided to council under privilege by City Attorney)