



CITY OF
CRESTVIEW
CITY COUNCIL

CITY COUNCIL REGULAR MEETING AGENDA
JUNE 26, 2023
6:00 P.M.
CITY COUNCIL CHAMBERS

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 3:00 p.m. the day of the meeting) to cityclerk@cityofcrestview.org.

- 1. Call to Order**
- 2. Invocation, Pledge of Allegiance**
 - 2.1. Pastor Drew Brassfield of Destiny Worship Center
- 3. Open Policy Making and Legislative Session**
- 4. Approve Agenda**
- 5. Presentations and Reports**
- 6. Consent Agenda**
 - 6.1. Approval of June 12, 2023 minutes
 - 6.2. Memorandum of Understanding- The Waters at Crestview
 - 6.3. Memorandum of Understanding- Retreat at Redstone
- 7. Public Hearings / Ordinances on Second Reading**
 - 7.1. Ord. 1932 - Third Avenue Annexation
 - 7.2. Ord. 1933 - Third Avenue Comprehensive Plan Amendment
 - 7.3. Ord. 1934 - Third Avenue Rezoning
 - 7.4. Ord. 1935 - Brookmeade Drive Annexation
 - 7.5. Ord. 1936 - Brookmeade Drive Comprehensive Plan Amendment
 - 7.6. Ord. 1937 - Brookmeade Drive Rezoning
- 8. Ordinances on First Reading**
- 9. Resolutions**
- 10. Action Items**
 - 10.1. PSAP Interlocal Agreement

10.2. Employee Assistance Program Contract

10.3. Twin Hills Gymnasium Roof Restoration and Renovations

10.4. Interlocal Cooperative Agreement- Aquatic Facility

11. City Clerk Report

11.1. Monthly Update

12. City Manager Report

12.1. Financial Update - Finance Director

12.2. Monthly Report - Public Services Update

12.3. PFAS Water Contamination Litigation

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Schrader, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting. Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jerry Whitten, Mayor
DATE: 4/27/2023
SUBJECT: Pastor Drew Brassfield of Destiny Worship Center

BACKGROUND:

Area clergy volunteer to provide the Invocation.

DISCUSSION:

The invocation is provided as a service to the community.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 6/14/2023
SUBJECT: Approval of June 12, 2023 minutes

BACKGROUND:

Draft minutes were distributed prior to the meeting.

DISCUSSION:

The item is a routine approval of past minutes.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the minutes of June 12, 2023.

Attachments

1. 06122023 City Council Regular Meeting Minutes Draft

City Council Minutes DRAFT
June 12, 2023
6:00 p.m.
Council Chambers

1. Call to Order

The Regular Meeting of the Crestview City Council was called to order at 6:00 p.m. by Mayor JB Whitten. Board members present: Mayor Pro-Tem Andrew Rencich, Council members: Doug Capps, Joe Blocker, and Ryan Bullard. Also present: City Manager Tim Bolduc, City Clerk Maryanne Schrader, City Attorney Jonathan Holloway, and various staff members. Councilmember Cynthia Brown was excused.

2. Invocation, Pledge of Allegiance

2.1. Pastor Ronnie Bearden of First Methodist Church of Crestview

The Invocation and Pledge of Allegiance was led by Pastor Ronnie Bearden of First Methodist Church of Crestview.

3. Open Policy Making and Legislative Session

Mayor JB Whitten went over the procedures and stated there was a quorum.

4. Approve Agenda

Mayor JB Whitten called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Doug Capps to approve the agenda, as presented.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0.
All ayes. Motion carried.

5. Presentations and Reports

5.1. Kiwanis Club Presentation

CRA Director Elizabeth Roy and Yvonne Shanklin representing the Kiwanis Club recognized the following departments for their assistance on Memorial Day: Parks and Recreation/Facility Services (Cody Suggs), Public Information Office (Melissa Carter), and the Fire and Police Combined Honor Guard.

6. Consent Agenda

Mayor JB Whitten called for action.

Motion by Councilmember Ryan Bullard and seconded by Councilmember Joe Blocker to approve the Consent Agenda, as presented.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0.
All ayes. Motion carried.

6.1. Approval of Minutes of May 22, 2023

6.2. Cartegraph CMMS Software Contract

6.3. AXON Taser/Cameras Contract

7. Public Hearings / Ordinances on Second Reading

No ordinances were brought forward for Second Reading.

8. Ordinances on First Reading

8.1. Ord. 1932 - Third Avenue Annexation

Senior Planner Nicholas Schwendt presented Ordinance 1932 - Third Avenue annexation to the City Council. He mentioned the next three ordinances are related to the property located at 2203 Third Avenue. He went over the current uses and stated a development order has not been received. He went over the mailings and postings that are required.

Senior Planner Nicholas Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 12.02 Acres of Contiguous Lands Located In Section 4, Township 3 North, Range 23 West, and Being Described As Set Forth Herein; Providing For Authority; Providing For Land Description; Providing For Boundary; Providing For Land Use and Zoning Designation; Providing For Amendment to the Base, Land Use and Zoning Maps; Providing For A Comprehensive Plan Amendment; Providing For Filing With the Clerk of Circuit Court of Okaloosa County, the Chief Administrative Officer of Okaloosa County and the Florida Department of State; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing for an Effective Date.

Mayor JB Whitten called for comment from the Council. In hearing none, he called for action.

Motion was made by Councilmember Doug Capps and seconded by Councilmember Joe Blocker to approve Ordinance 1932 on First Reading and move to Second Reading for final adoption.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes; 4; Nays: 0. All ayes. Motion carried.

8.2. Ord. 1933 - Third Avenue Comprehensive Plan Amendment

Senior Planner N. Schwendt presented Ordinance 1933 to the City Council for a future land use change regarding the Third Avenue Comprehensive Plan Amendment. He mentioned the fees were waived per the moratorium.

Senior Planner N. Schwendt asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For

Changing the Future Land Use Designation From Okaloosa County Mixed Use to Mixed Use (MU) on Approximately 12.02 Acres, More or Less, In Section 4, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten called for comment from the Council. In hearing none, he called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to approve Ordinance 1933 on First Reading and move to Second Reading for final adoption.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

8.3. Ord. 1934 - Third Avenue Rezoning

Senior Planner N. Schwendt presented to the City Council Ordinance 1934 regarding the Third Avenue Rezoning and asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 12.02 Acres, More or Less, of Real Property, Located In Section 4, Township 3 North, Range 23 West, From the Okaloosa County Mixed Use Zoning District to the Mixed Use (Mu) Zoning District; Providing For Authority; Providing For The Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten called for comment from the Council. In hearing none, he called for action.

Motion by Councilmember Doug Capps and seconded by Councilmember Joe Blocker to approve Ordinance 1934 on First Reading and move to Second Reading for final adoption.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

8.4. Ord. 1935 - Brookmeade Avenue Annexation

Senior Planner N. Schwendt presented Ordinance 1935 to the City Council stating the next three ordinances are regarding Brookmeade Drive. He went over the current uses stating the property is currently vacant and can be developed for commercial use. He stated the courtesy notices and postings have been made. He added the fees were waived per the moratorium. He then asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance Annexing to the City of Crestview, Florida, ± 2.36 Acres of Contiguous Lands Located In

Section 28, Township 3 North, Range 23 West, and Being Described as Set Forth Herein; Providing For Authority; Providing for Land Description; Providing For Boundary; Providing For Land Use and Zoning Designation; Providing For Amendment to the Base, Land Use and Zoning Maps; Providing for A Comprehensive Plan Amendment; Providing For Filing With the Clerk of Circuit Court of Okaloosa County, the Chief Administrative Officer of Okaloosa County and the Florida Department of State; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten called for comment from the Council. In hearing none, he called for action.

Motion by Andrew Rencich and seconded by Councilmember Joe Blocker to approve Ordinance 1935 on First reading and move to Second Reading for final adoption.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

8.5. Ord. 1936 - Brookmeade Avenue Comprehensive Plan Amendment

Senior Planner N. Schwendt presented Ordinance 1936 to the City Council stating the information was same as the annexation. He asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Amending Its Adopted Comprehensive Plan; Providing For Authority; Providing For Findings of Fact; Providing For Purpose; Providing For Changing the Future Land Use Designation From Okaloosa County Mixed Use to Commercial (C) on Approximately 2.36 Acres, More or Less, In Section 28, Township 3 North, Range 23 West; Providing For Future Land Use Map Amendment; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten called for comment from the Council. In hearing none, he called for action.

In reply to Councilmember D. Capps regarding the type of development that may be coming with the church and residential in the area, Senior Planner N. Schwendt replied that we do not have a development order yet.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Ryan Bullard to approve Ordinance 1936 on First Reading and move to Second Reading for final adoption.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

8.6. Ord. 1937 - Brookmeade Avenue Rezoning

Senior Planner N. Schwendt presented Ordinance 1937 to the City Council
Brookmeade Avenue Rezoning and asked the City Clerk to read the ordinance.

City Clerk Maryanne Schrader read the Ordinance by Title: An Ordinance of the City of Crestview, Florida, Providing For the Rezoning of 2.36 Acres, More or Less, of Real Property, Located In Section 28, Township 3 North, Range 23 West, From the Okaloosa County Mixed Use Zoning District to the Commercial Low-Intensity District (C-1) Zoning District; Providing For Authority; Providing For the Updating of the Crestview Zoning Map; Providing For Severability; Providing For Scrivener's Errors; Providing For Liberal Interpretation; Providing For Repeal of Conflicting Codes and Ordinances; and Providing For an Effective Date.

Mayor JB Whitten called for comment from the Council. In hearing none, he called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Ryan Bullard to approve Ordinance 1937 on First Reading and move to Second Reading for final adoption.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

9. Resolutions

10. Action Items

10.1. Main Street Improvements Constructability Review and CEI Services

City Manager Tim Bolduc stated the LEAD students would present the item. Alec Stapp, Public Services; Maddie Tatom, Code Enforcement; and Firefighter Kevin Walters came forward.

Alec explained that after three attempts to bid, no bids were received. In an effort to move forward, Alday-Howell was asked to review the RFP. After the design engineer submits comments, FDOT will have to approve the changes, and then the project will go out for bid again. He requested a motion to approve Alday-Howell Engineering Inc to provide Construction and Engineering services for the Crestview Main Street – Roadway Improvement project in the amount of \$280,670, upon receiving and selecting a bid.

Mayor JB Whitten called for comment from the Council.

Councilmember D. Capps asked if the amount is a ballpark figure, and Alec replied it was not adding that Jayce could provide additional information. City Manager T. Bolduc replied that is was a set amount.

Also, Mayor Pro-Tem A. Rencich commented that he was concerned about the

amount and the 365 days start time but understood. City Manager T. Bolduc replied that the 365 days will begin at the time the project is awarded. He explained that when we did not get any bids, we wanted another engineer to look at the RFP and determine why we did not receive any bids.

Mayor JB Whitten called for comment from the public. In hearing none, he called for action.

Motion by Mayor Pro-Tem Andrew Rencich and seconded by Councilmember Joe Blocker to approve the staff recommendation.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

10.2. Conceptual Plat - White Wolf Run

Senior Planner N. Schwendt explained that the White Wolf Run plat had gone through staff review. He explained that this subdivision is proposed just north and west of Jones Road with a connection. The developer is relocating Jones Road where it used to run, so the traffic will flow more easily. The subdivision has 232 lots which is the allowed density.

Mayor JB Whitten called for comment from the Council.

In response to Councilmember R. Bullard regarding whether it would impact the current sewer system, Public Services Director M. Criddle responded there is no immediate impact.

Mayor JB Whitten called for comment from the public. In hearing none, he called for action.

Motion by Councilmember Doug Capps and seconded by Councilmember Joe Blocker to approve the conceptual plat for White Wolf Run.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 4; Nays: 0. All ayes. Motion carried.

10.3. Conceptual Plat - Cherry Brook Subdivision

Senior Planner N. Schwendt explained that staff have reviewed the plat. The subdivision is proposed south of Point Center Road, which is south of Antioch Elementary School on Whitehurst Lane. The subdivision will consist of 106 lots, which are within the allowed density and will connect to Garrett Pit Road as a paved road.

Mayor JB Whitten called for comment from the Council.

Councilmember R. Bullard asked whether the sewer system went out that far. Civil Engineer, Matt Zinke, said the developer will pay for the lift station that needs to be built. Mr. Zinke mentioned the work on the system is dependent on the progress of the roadwork on PJ Adams.

Mayor JB Whitten called for action.

Motion by Councilmember Joe Blocker and seconded by Councilmember Doug Capps to approve the conceptual plat for the Cherry Brook subdivision.

Roll Call: Joe Blocker, Andrew Rencich, Doug Capps, Ryan Bullard. Ayes: 0; Nays: 0. All ayes. Motion carried.

11. City Clerk Report

City Clerk M. Schrader mentioned she would be attending the Florida Association of City Clerks Summer Conference from Friday, June 16th - Wednesday, June 21st.

12. City Manager Report

City Manager T. Bolduc had nothing more to report.

13. Comments from the Mayor and Council

Mayor JB Whitten asked for comments from the Council. No further comments.

Mayor JB Whitten said he had a good meeting with members of the Italian Air Force recently. He mentioned a Blood Drive for Sickle Cell Anemia on Thursday at the Community Center. He added the Juneteenth celebration is coming up on Monday, the 19th and will begin at 11:00 a.m. at Old Spanish Trail Park.

14. Comments from the Audience

Mayor JB Whitten asked for any public comment.

Shannon Hayes thanked the Council mentioning the May Day celebration sponsored by the Carver Hill Historical Society went well.

15. Adjournment

Mayor JB Whitten adjourned the meeting at 6:40 p.m.

Minutes approved this ___ day of ___, 2023.

JB Whitten
Mayor

Maryanne Schrader
City Clerk
Proper Notice having been duly given



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Memorandum of Understanding- The Waters at Crestview

BACKGROUND:

Staff received the initial application submittal for the Waters at Crestview project, a 288-unit apartment complex, at 300 Raspberry Road, on March 20, 2023. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Waters at Crestview project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$69,200.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

This MOU, if approved, also needs to be signed by the Mayor and the City Clerk.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

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Infrastructure – Satisfy current and future infrastructure needs.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Safety – Ensure the continuous safety of citizens and visitors.

Mobility – Provide safe, efficient and accessible means for mobility.

FINANCIAL IMPACT

This MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached Memorandum of Understanding to be sent to the Mayor and City Clerk for signature.

Attachments

1. MOU_TheWatersatCrestview_2023

MEMORANDUM OF UNDERSTANDING

Subject: Mirage Avenue Traffic Improvements

June 13, 2023

The Waters at Crestview

City of Crestview & The Waters at Crestview, LLC

Based upon the Waters at Crestview/City of Crestview Public Services comments dated May 15, 2023, this Memorandum of Understanding in reference to the Mirage Avenue Traffic Improvements has been provided with the following acknowledgements:

Whereas, the Operational Analysis dated April 10, 2023, indicates that traffic flow improvements and mitigation are not needed to facilitate the additional traffic projected from The Waters at Crestview. According to the traffic analysis performed by Dantin Consulting, LLC dated April 10, 2023, The Waters at Crestview, LLC agrees to provide the City of Crestview with a traffic contribution in the amount of \$69,200. Upon receipt of said contribution, the City of Crestview agrees to issue any necessary Certificates of Occupancy.

City of Crestview

The Waters at Crestview, LLC

Prescott Bailey

Digitally signed by Prescott Bailey
DN: C=US,
E=pbailey@stoagroup.com, O="Stoa
Group, LLC", CN=Prescott Bailey
Date: 2023.06.13 12:46:39-05'00'

By: JB Whitten, Mayor

By: Prescott Bailey, Director of Development

Maryanne Schrader, City Clerk

DAILY TRIP GENERATION ANALYSIS

11th Edition Trip Generation Manual, with 3rd Edition ITE Handbook (Gen. Urban/Suburban)

Project Name: Waters at Crestview, Crestview, FL

Land Use / ITE Code	Indep. Variable	Units/ Size	Daily Peak Hour Trip Rate/Equation	Daily Enter Split	Daily Exit Split	Daily Trips	Daily Enter	Daily Exit	Internal Capture Trips			External Trips			Pass-by %	Pass-by Trips			Net New External Trips			
									Total	Enter	Exit	Total	Enter	Exit		Total	Enter	Exit	Total	Enter	Exit	
Office																						
General Office/710	1000 SF	18,000	Ln(T)=0.87Ln(X)+3.05	50%	50%	262	131	131	27	24	3	235	107	128					235	107	128	
Subtotal Office		18,000				262	131	131	27	24	3	235	107	128		0	0	0	235	107	128	
Retail / Commercial																						
Subtotal Commercial / Retail		0				0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	
Restaurant																						
Subtotal Restaurant		0				0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	
Residential																						
Multi-family Housing /220 (Low-Rise Close to rail-transit, Gen Urban/Sub.)	DU	288	T=6.13(X)-550.73	50%	50%	1,215	607	608	27	3	24	1,188	604	584	0%	0	0	0	1,188	604	584	
Subtotal Residential		0				1,215	607	608	27	3	24	1,188	604	584		0	0	0	1,188	604	584	
Entertainment/Cinema																						
Subtotal Commercial / Retail		0				0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	
Hotel																						
Subtotal Hotel		0				0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	
TOTAL						1,476	738	738	54	27	27	1,423	711	712		0	0	0	1,423	711	712	
									Overall Int. Capture %:			4%			Overall Pass-by %:			0.0%				

* Apply PM Peak Hour Internal Capture % and Same Mode Split to Daily

Net New Trips (Less Mode Split): 1,423 711 712

Total Person Trips @ 1.18 veh. Occupancy (Multi-family only): 1636 819 817

4%	66	33	33
2%	32	16	16

Mode Split Trips: 98 49 49

Convert to Auto Trips (Reduction): 84 42 42

Use for Traffic Impact Fees: Net Automobile Trips: 1,339 669 670



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Memorandum of Understanding- Retreat at Redstone

BACKGROUND:

Staff received the initial application submittal for the Retreat at Redstone project, a 158-unit apartment complex, on Redstone Avenue East, on November 2, 2022. For commercial projects, Public Services staff reviews each project's traffic study or report, and any transportation related improvements proposed, to determine what improvements or contributions need to be made by the developer resulting from the impact of their proposed development, via a Memorandum of Understanding (MOU).

DISCUSSION:

For the Retreat at Redstone project, Public Services staff reviewed the traffic study provided, resulting in the attached MOU. In this specific case, the MOU provides for the developer to participate in costs not to exceed the total amount of \$60,000.00 to be held in escrow by the City of Crestview for proposed offsite roadway improvements that the City is constructing to mitigate traffic impacts. This cost was determined by an established per-trip cost based on the total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

This MOU, if approved, also needs to be signed by the Mayor and the City Clerk.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

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Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Safety – Ensure the continuous safety of citizens and visitors.

Mobility – Provide safe, efficient and accessible means for mobility.

FINANCIAL IMPACT

This MOU will provide funds to the City to construct improvements that will mitigate the traffic impact resulting from this development.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the attached Memorandum of Understanding to be sent to the Mayor and City Clerk for signature.

Attachments

1. Memorandum of Understanding - Retreat at Redstone

MEMORANDUM OF UNDERSTANDING

May, 10th, 2023

Subject: **Retreat at Redstone (the Development)**
City of Crestview, Florida & TrimCor Construction of FL, LLC(the Developer)

Based upon the City of Crestview Engineering Standards Manual Chapter 5.1, this Memorandum of Understanding is in reference to the proposed Retreat at Redstone (the Development) and has been provided with the following acknowledgements:

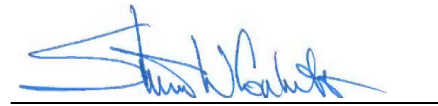
- The Development generates significant traffic capacity impacts to the surrounding roadway network and no offsite roadway improvements are proposed as part of the Development.
- The City of Crestview is constructing offsite roadway improvements to mitigate traffic impacts.
- The developer shall participate in cost not to exceed the total amount of \$60,000.00 to be held in escrow by the City of Crestview for these proposed improvements. This cost was determined by an established per trip cost based on total average trips per day generated by the development. The obligation to deposit the money in escrow and participate shall occur before the Development Order is issued.

City of Crestview

BY: J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

TrimCor Construction of FL, LLC



BY: Steven W. Corbett, Member



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Ordinance

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Ord. 1932 - Third Avenue Annexation

BACKGROUND:

On May 10, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2203 Third Avenue.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The Planning and Development Board recommended approval of the request on June 5, 2023, and the first reading was approved by the City Council on June 12, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Smith Family Trust
C/O Mary Joseph
124 Miracle Strip Pkwy SW
Unit 1500
Ft Walton Beach, FL 32548
Parcel ID: 04-3N-23-1840-0001-0010
Site Size: 12.02 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Public Lands	Public Lands	Public School
East	Commercial & Okaloosa County Mixed Use	Commercial Low-Intensity District (C-1), Commercial High-Intensity District (C-2) & Okaloosa County Mixed Use	Vacant, Commercial & Residential
South	Mixed Use	Mixed Use	Vacant & Residential
West	Residential	Single and Multi-Family Density Dwelling District (R-3)	Vacant

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential and/or low-intensity commercial use.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 2023.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for annexation have been waived for this application as it was received during the moratorium on annexation fees.

The cost of advertising was \$544.50.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests a motion to table this item until the August 14 City Council meeting.

Attachments

1. Exhibit Packet

ORDINANCE: 1932

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 12.02 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 04-3N-23-1840-0001-0010 (Deed recorded in Book 2631, page 3729, dated June 28, 2005)

Lot One (1) to Ten (10) inclusive of Block One (1) Oakdale Miniature Farms Subdivision according to plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida, LESS, begin at the Northeast corner of Lot Six (6) of Block One (1) of Oakdale Miniature Farms, Crestview, Florida, thence run in a Westerly direction along the North boundary of said Lot 6, One Hundred Feet; thence parallel with Garden Street run in a Southerly direction One Hundred Feet; thence parallel with the North boundary of said Lot 6 run in an Easterly direction One Hundred feet to Garden Street; thence on the West boundary of Garden Street in a Northerly direction run One Hundred feet to Point of Beginning. Being in said Lot Six (6) as per plat on file with the Clerk of Circuit Court of Okaloosa County, Florida.

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

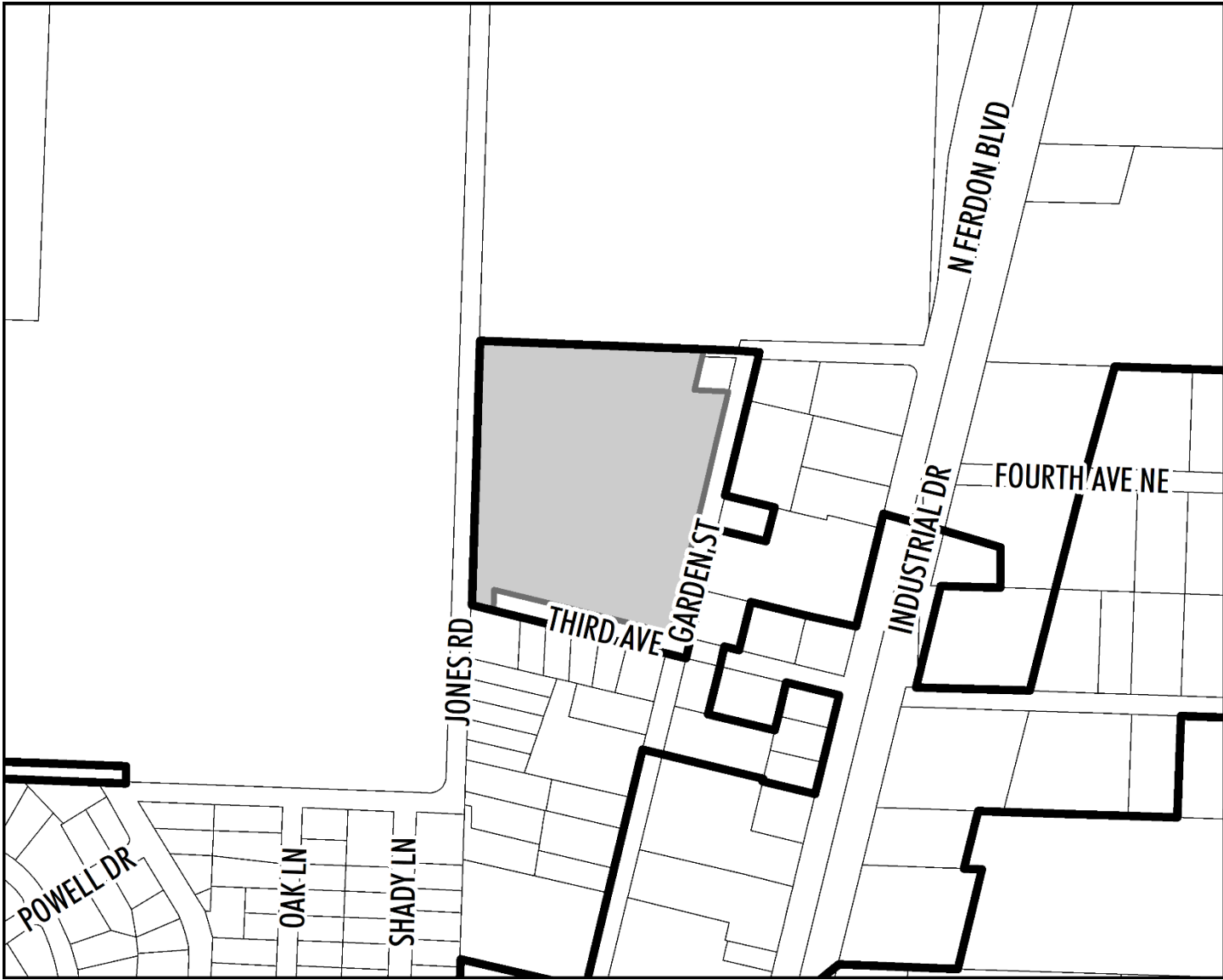
Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 26th day of June, 2023.

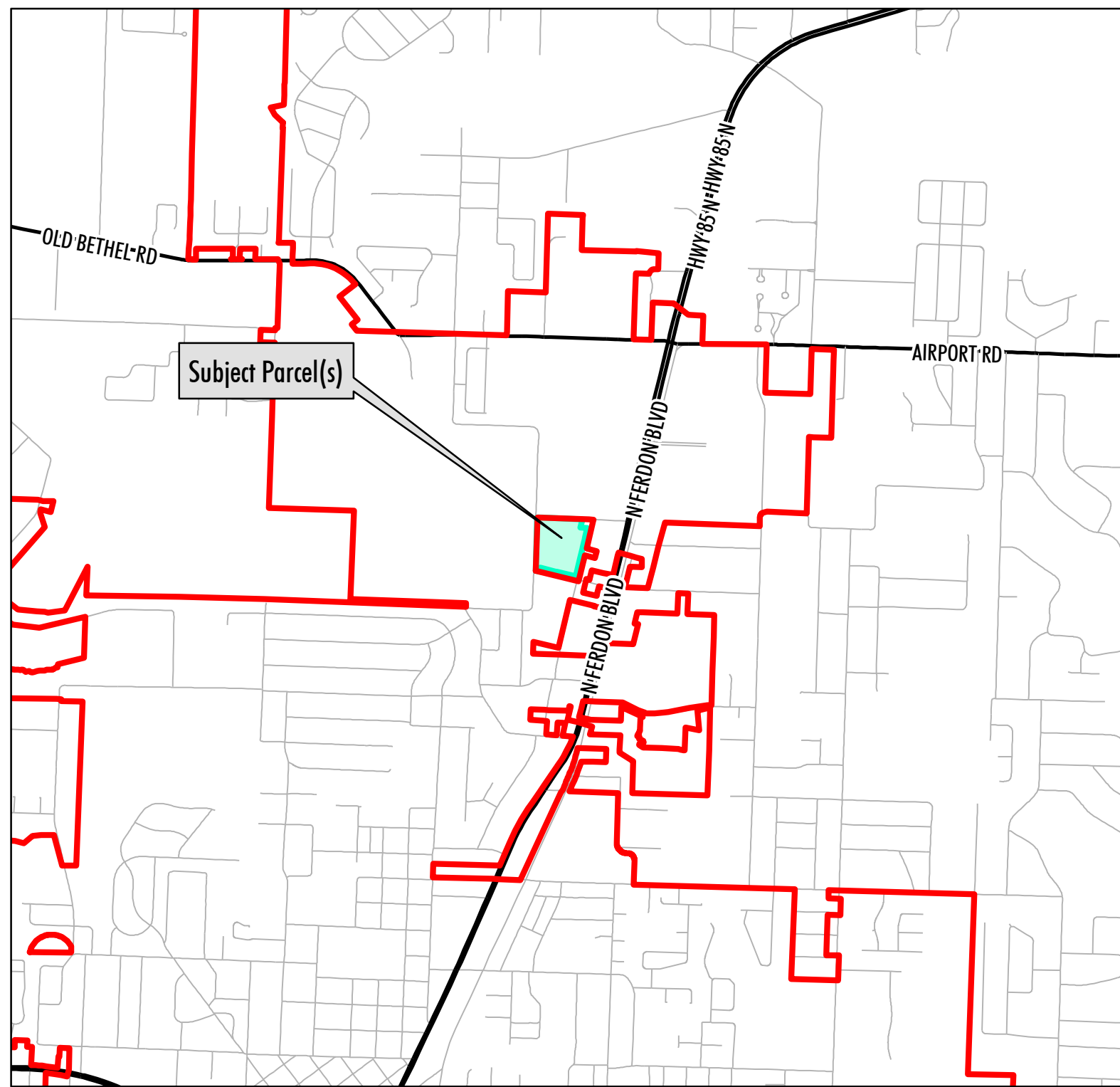
J. B. Whitten
Mayor



Vicinity Map



Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Existing Use

N



0 150 300
Feet

Legend

Subject Parcel

City Limits

Existing

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Improved A
- Municipal
- No AG Acre
- Office
- Private School
- Public School
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

JONES RD

THIRD AVE

GARDEN ST

N FERDON BLVD

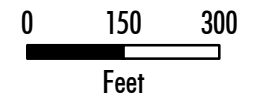
INDUSTRIAL DR

THIRD AVE

OAK LN

SHADY LN

Current Future Land Use



Legend

Subject Parcel

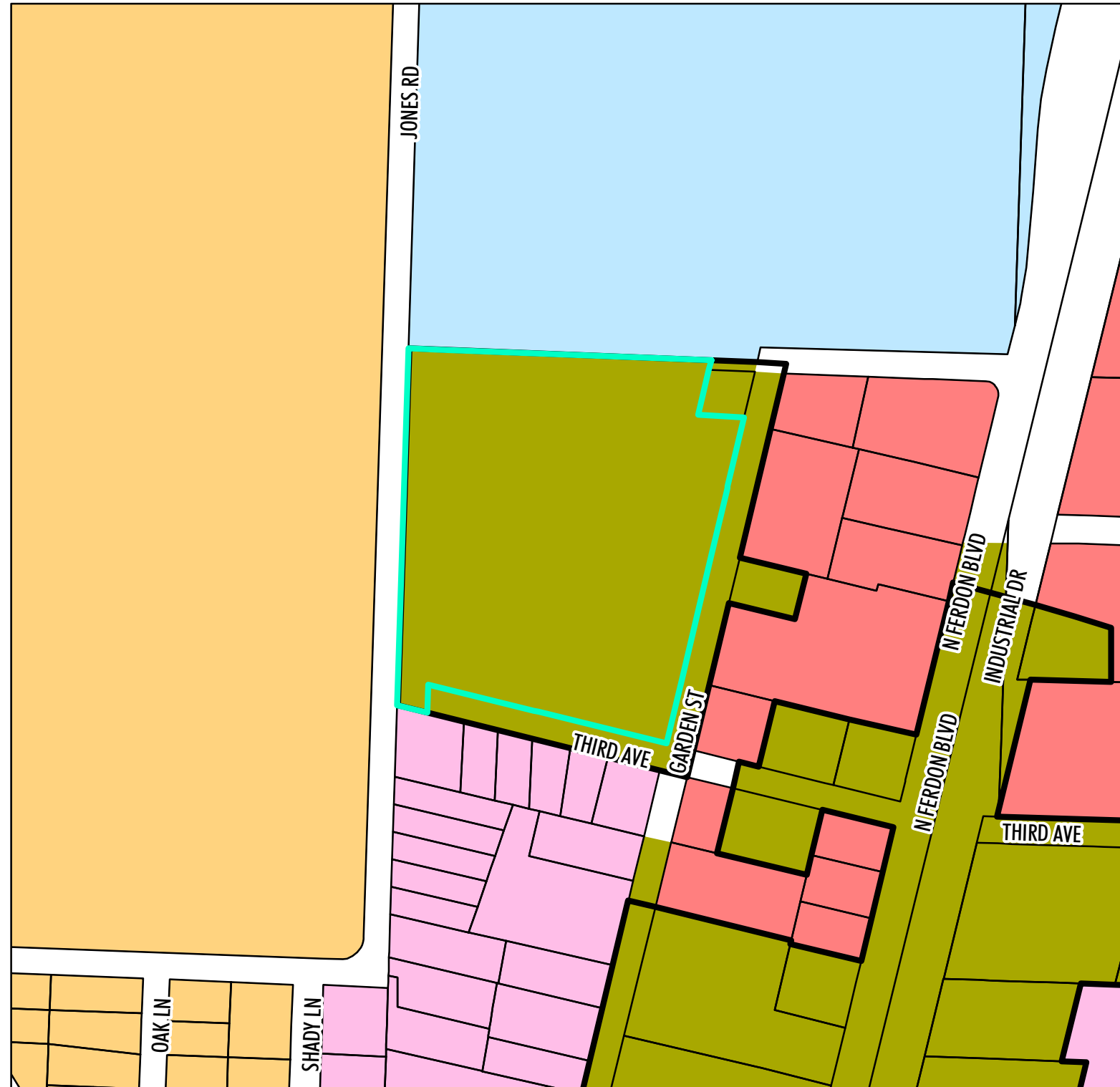
City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

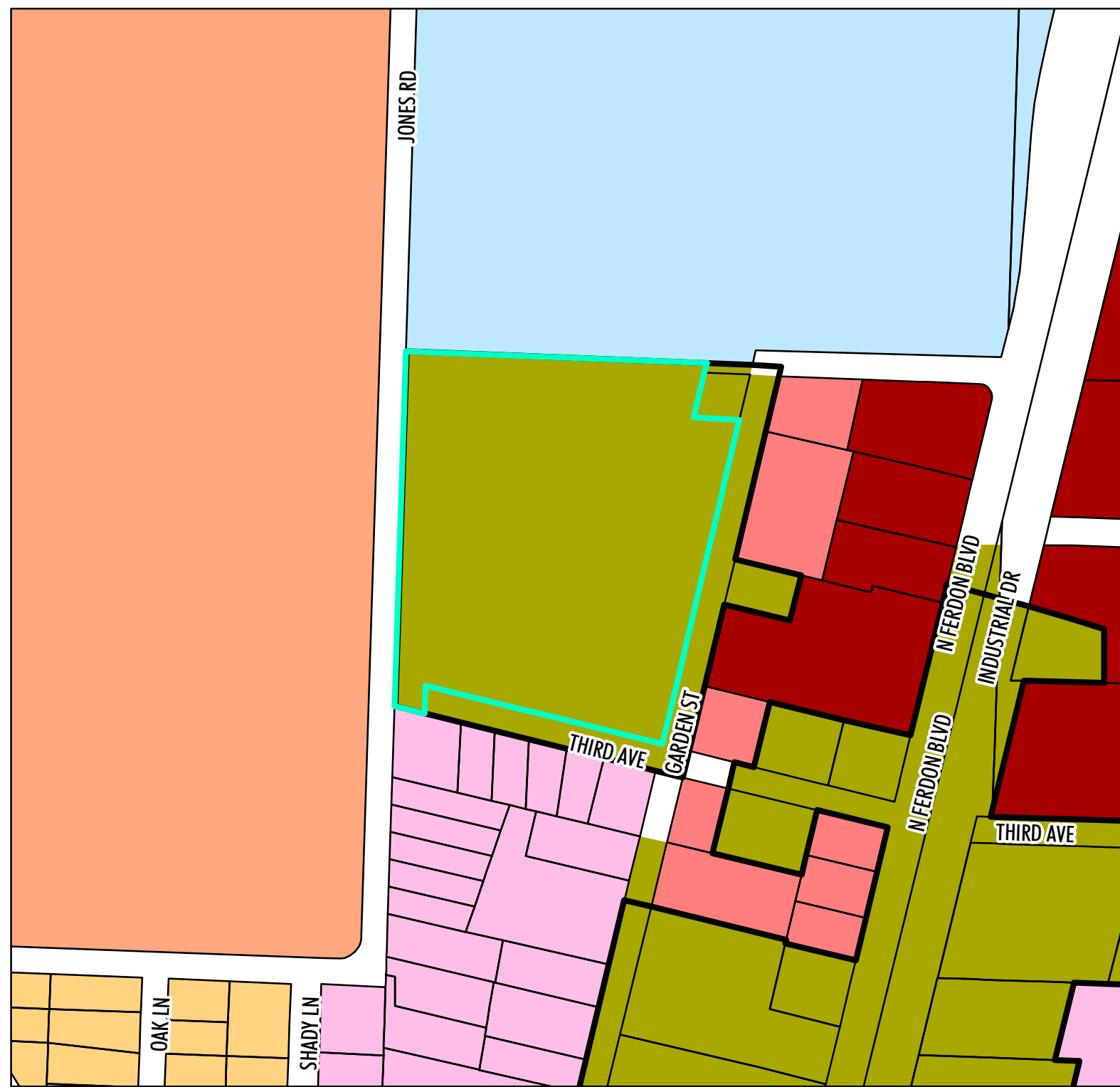
Current Zoning



0 150 300
Feet

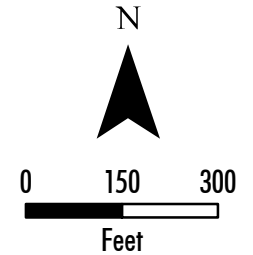
Legend

- Subject Parcel
- City Limits
- City Zoning**
 - Single Family Estate Dwelling District (R-1E)
 - Single Family Low Density District (R-1)
 - Single Family Medium Density District (R-2)
 - Single and Multi-Family Dwelling District (R-3)
 - Mixed Use (MU)
 - Commercial (C-1)
 - Commercial (C-2)
 - Industrial (IN)
 - Public Lands (P)
 - Conservation (E)
- County Zoning**
 - Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



Legend

Subject Parcel

City

City Future Land

Commercial

Industrial

Mixed Use

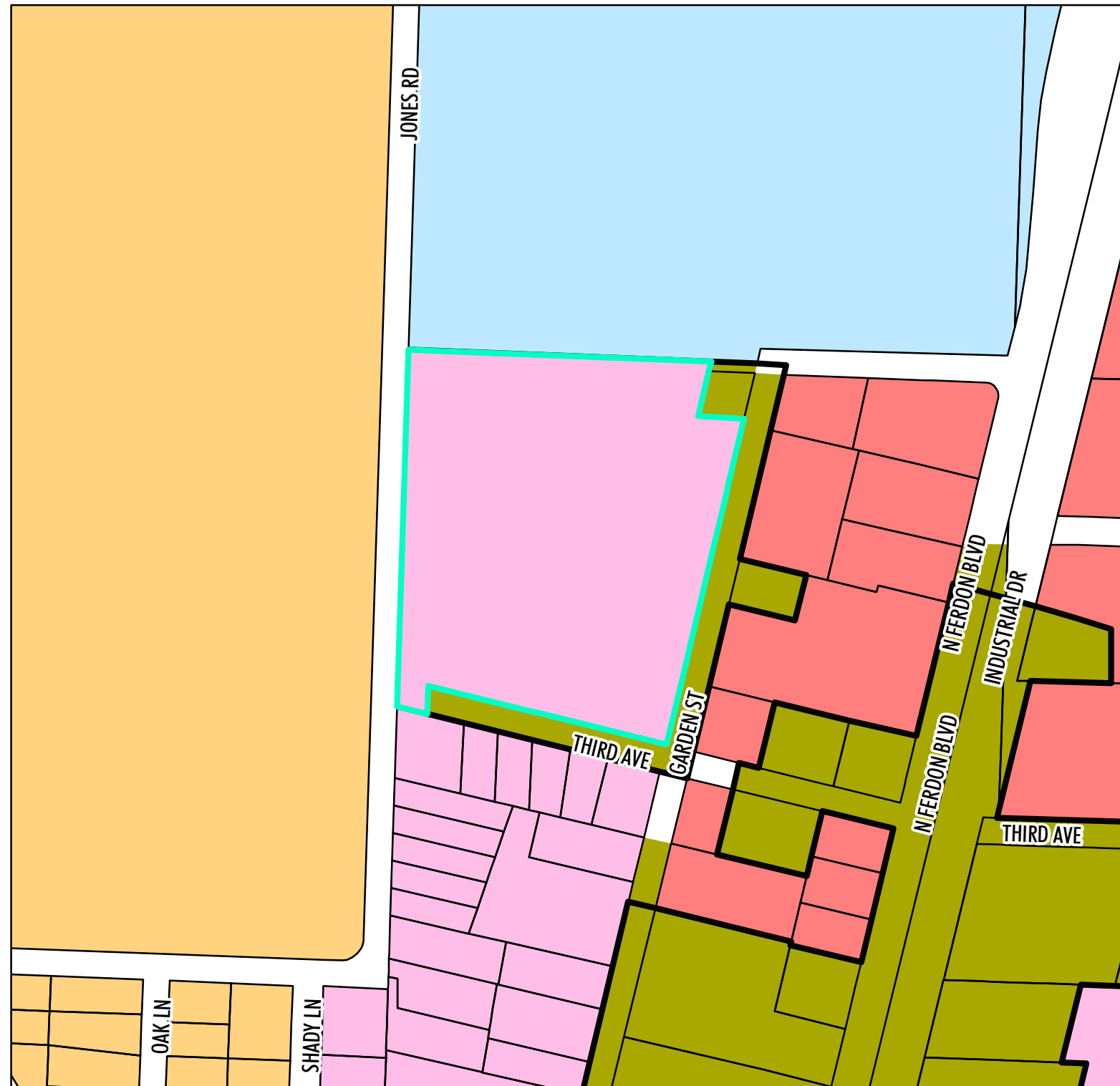
Conservation

Public Lands

Residential

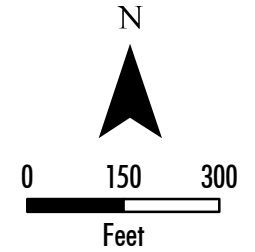
County Future Land

Mixed Use



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



Legend

Subject Parcel

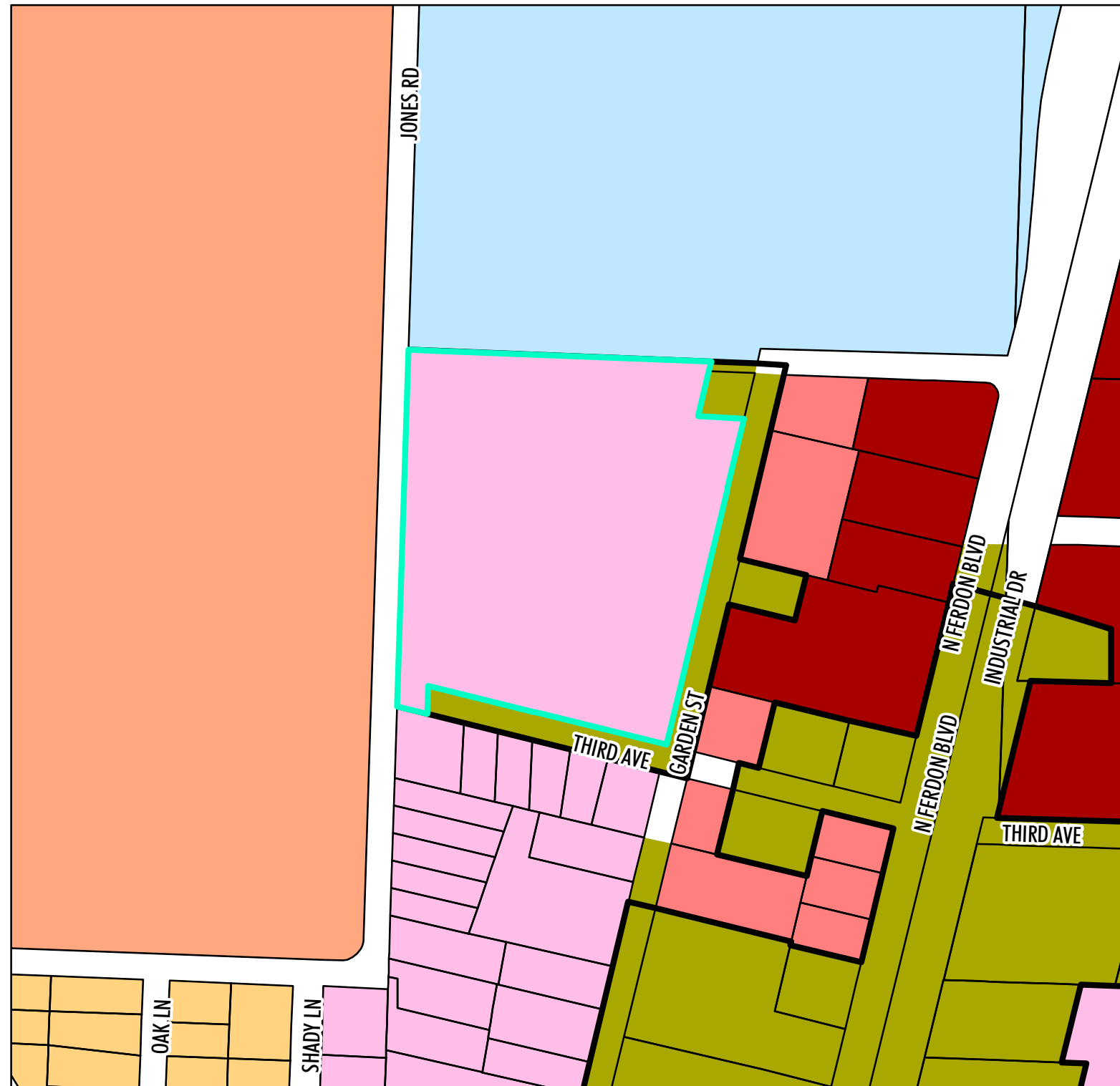
City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Ord. 1933 - Third Avenue Comprehensive Plan Amendment

BACKGROUND:

On May 10, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2203 Third Avenue.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The application requests the Mixed Use (MU) future land use designation for the property.

The Planning and Development Board recommended approval of the request on June 5, 2023, and the first reading was approved by the City Council on June 12, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Smith Family Trust
C/O Mary Joseph
124 Miracle Strip Pkwy SW
Unit 1500
Ft Walton Beach, FL 32548
Parcel ID: 04-3N-23-1840-0001-0010
Site Size: 12.02 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Public Lands	Public Lands	Public School
East	Commercial & Okaloosa County Mixed Use	Commercial Low-Intensity District (C-1), Commercial High-Intensity District (C-2) & Okaloosa County Mixed Use	Vacant, Commercial & Residential
South	Mixed Use	Mixed Use	Vacant & Residential

West	Residential	Single and Multi-Family Density Dwelling District (R-3)	Vacant
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The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential and/or low-intensity commercial use.

Staff reviewed the request for a comprehensive plan amendment and finds the following:

- The proposed future land use map designation is compatible with the surrounding area.
- The proposed future land use map designation is consistent with the city's comprehensive plan and land development code.
- The process for adoption of the future land use map amendment follows all requirements of Florida statute sections 163.3184 (3) and (5).
- The proposed amendment does not involve a text change to goals, policies, and objectives of the comprehensive plan. It only proposes a land use change to the future land use map for a site-specific small-scale development.
- The subject property is not located within an area of critical state concern.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 2023.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests a motion to table this item until the August 14 City Council meeting.

Attachments

1. Exhibit Packet

ORDINANCE: 1933

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE TO MIXED USE (MU) ON APPROXIMATELY 12.02 ACRES, MORE OR LESS, IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Mixed Use (MU) on a parcel of land containing 12.02 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 12.02 acres of land, more or less, from Okaloosa County Mixed Use to Mixed Use (MU). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 12.02 acres, more or less, is known as Parcel 04-3N-23-1840-0001-0010 and commonly described as:

Lot One (1) to Ten (10) inclusive of Block One (1) Oakdale Miniature Farms Subdivision according to plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida, LESS, begin at the Northeast corner of Lot Six (6) of Block One (1) of Oakdale Miniature Farms, Crestview, Florida, thence run in a Westerly direction along the North boundary of said Lot 6, One Hundred Feet; thence parallel with Garden Street run in a Southerly direction One Hundred Feet; thence parallel with the North boundary of said Lot 6 run in an Easterly direction One Hundred feet to Garden Street; thence on the West boundary of Garden Street in a Northerly direction run

One Hundred feet to Point of Beginning. Being in said Lot Six (6) as per plat on file with the Clerk of Circuit Court of Okaloosa County, Florida.

The Mixed Use (MU) Future Land Use Category is hereby imposed on Parcel 04-3N-23-1840-0001-0010. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 04-3N-23-1840-0001-0010 thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

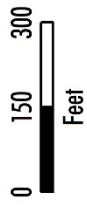
ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 26th day of June, 2023.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

Conservation (CON)

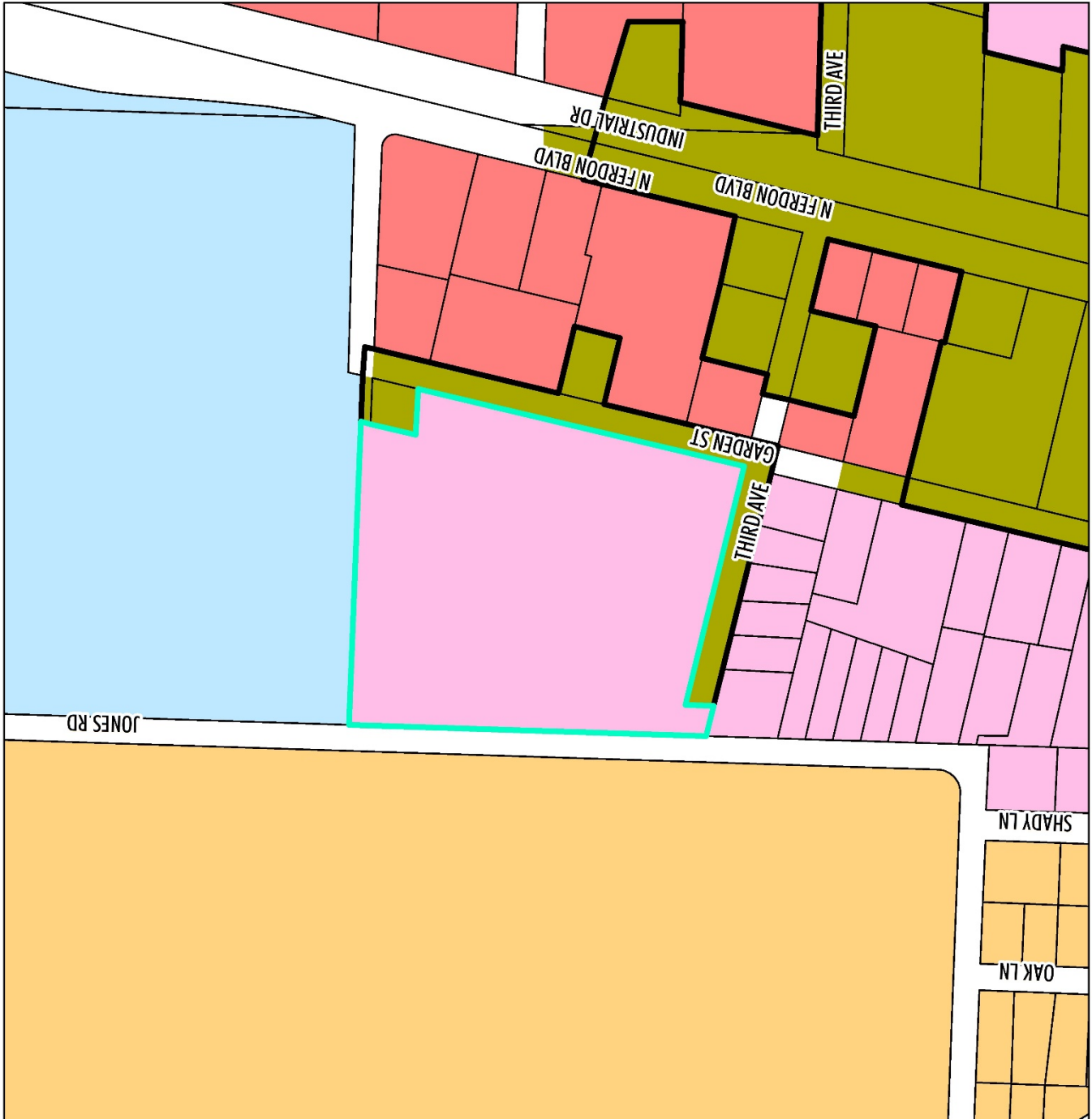
Public Lands (PL)

Residential (R)

County Future Land Use

Mixed Use (MU)

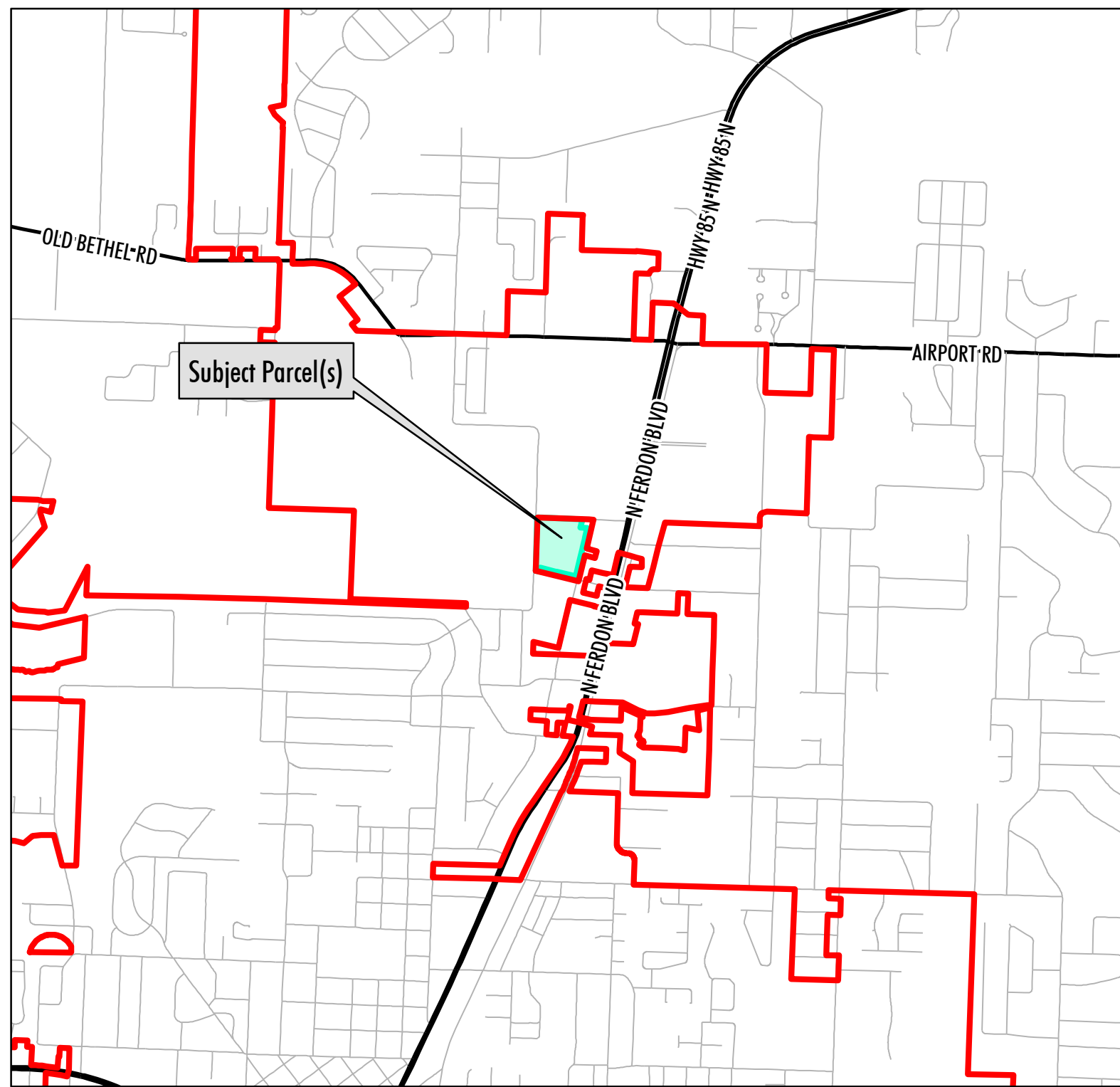
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



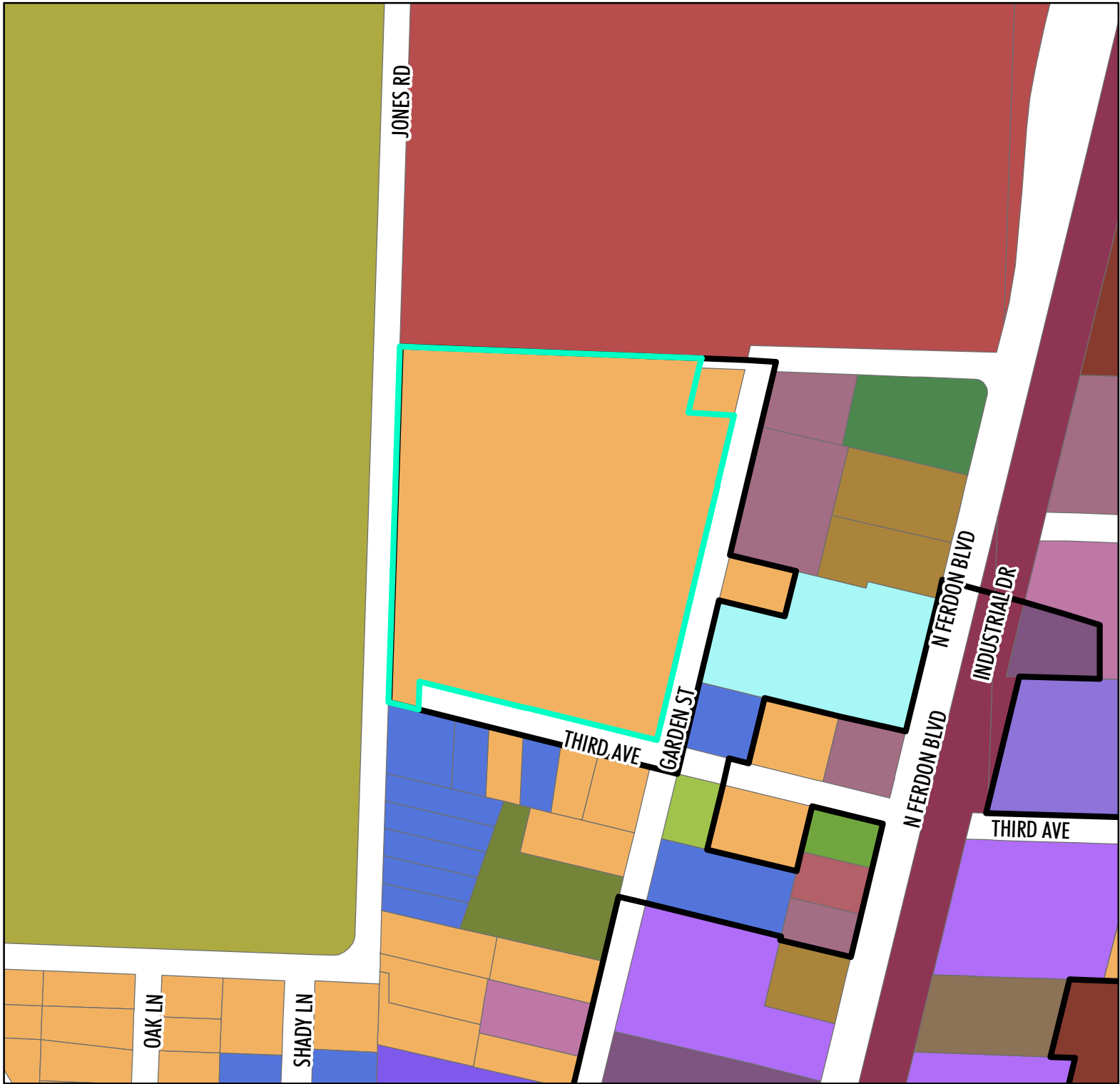
Vicinity Map



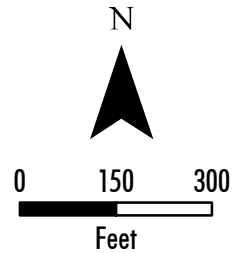
Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use



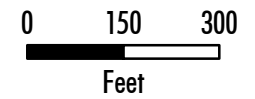
Legend

-  Subject Parcel
-  City Limits

Existing

-  Churches
-  Clubs/Lodges
-  Financial
-  Gym/Fitness
-  Improved A
-  Municipal
-  No AG Acre
-  Office
-  Private School
-  Public School
-  Restaurant
-  Service Shop
-  Single Family
-  Stores
-  Supermarket
-  Vacant
-  Vacant Commercial
-  Vacant/Commercial
-  Vehicle Sale
-  Warehouse

Current Future Land Use



Legend

Subject Parcel

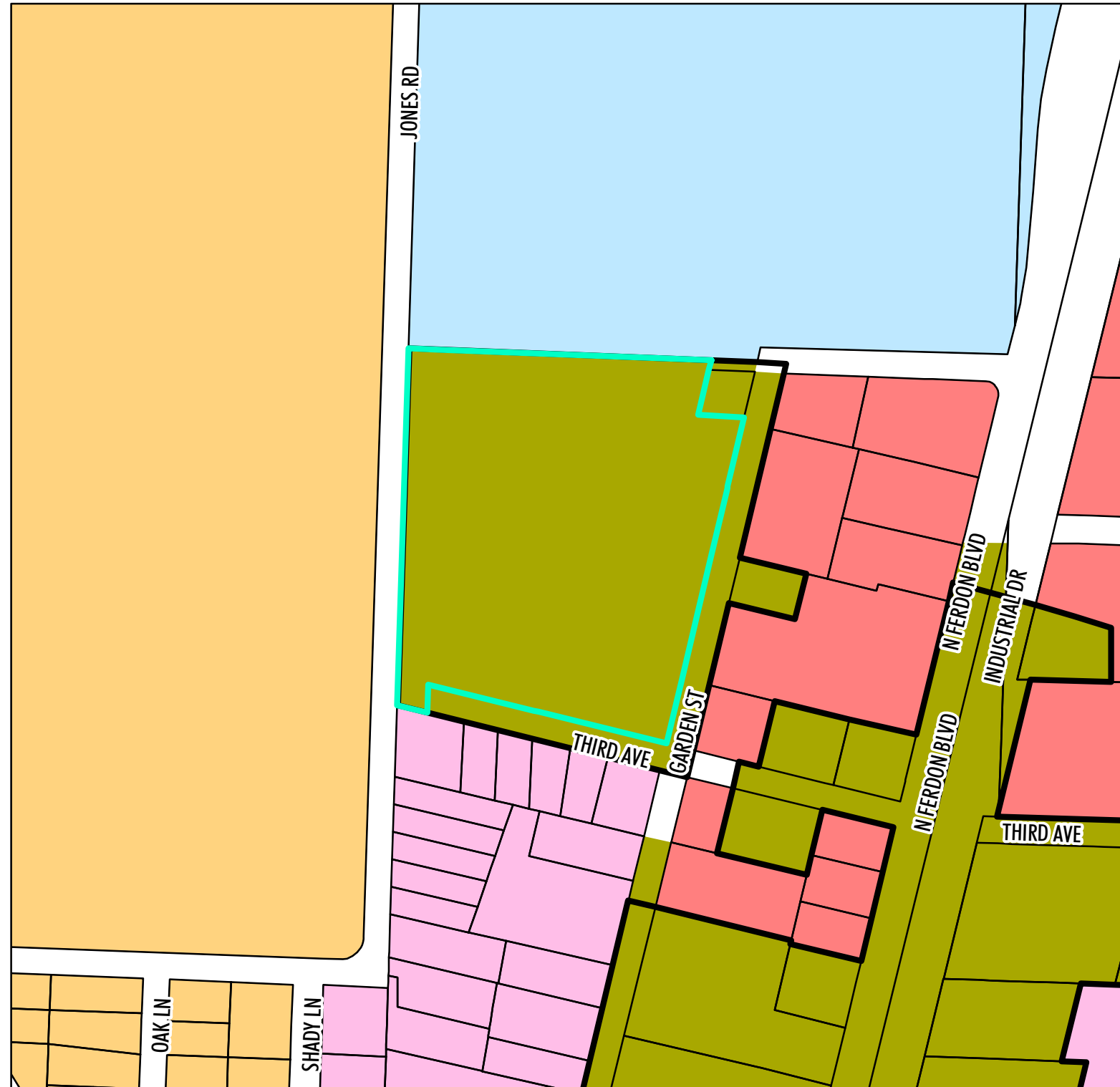
City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

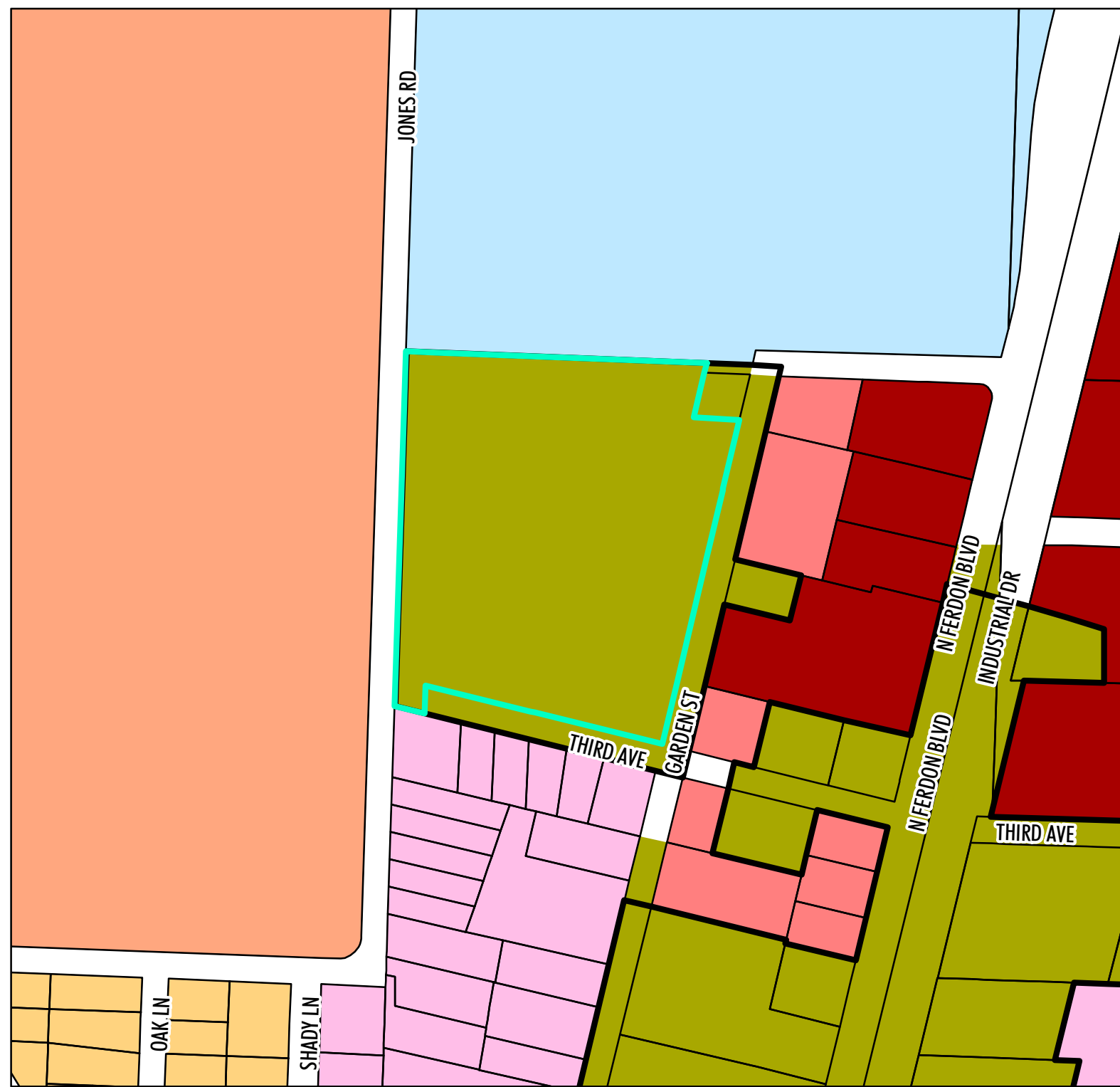
Current Zoning



0 150 300
Feet

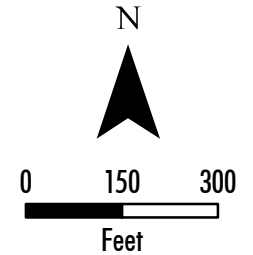
Legend

- Subject Parcel
- City Limits
- City Zoning**
 - Single Family Estate Dwelling District (R-1E)
 - Single Family Low Density District (R-1)
 - Single Family Medium Density District (R-2)
 - Single and Multi-Family Dwelling District (R-3)
 - Mixed Use (MU)
 - Commercial (C-1)
 - Commercial (C-2)
 - Industrial (IN)
 - Public Lands (P)
 - Conservation (E)
- County Zoning**
 - Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



Legend

Subject Parcel

City

City Future Land

Commercial

Industrial

Mixed Use

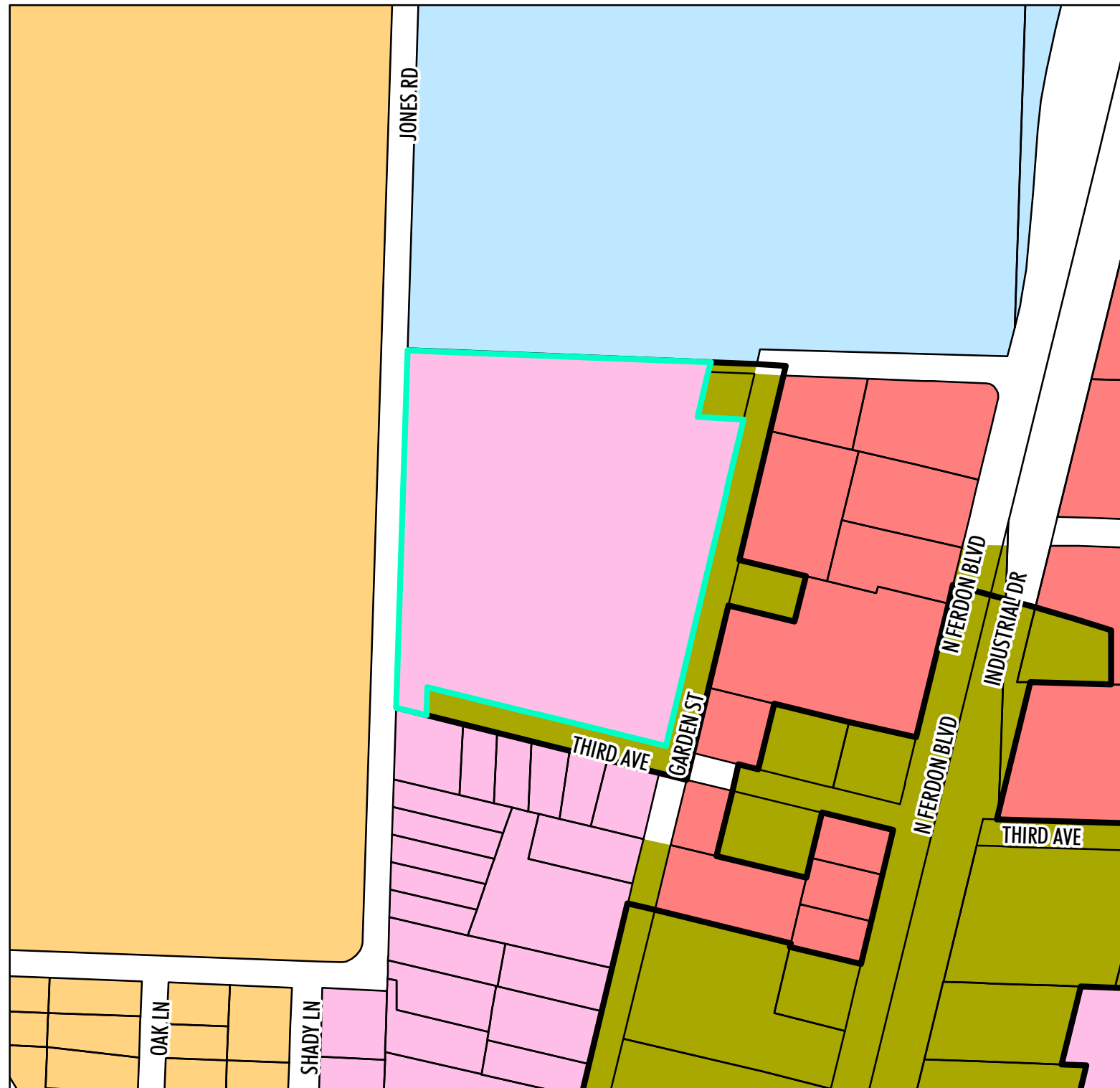
Conservation

Public Lands

Residential

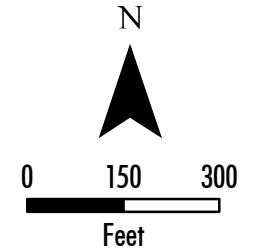
County Future Land

Mixed Use



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



Legend

Subject Parcel

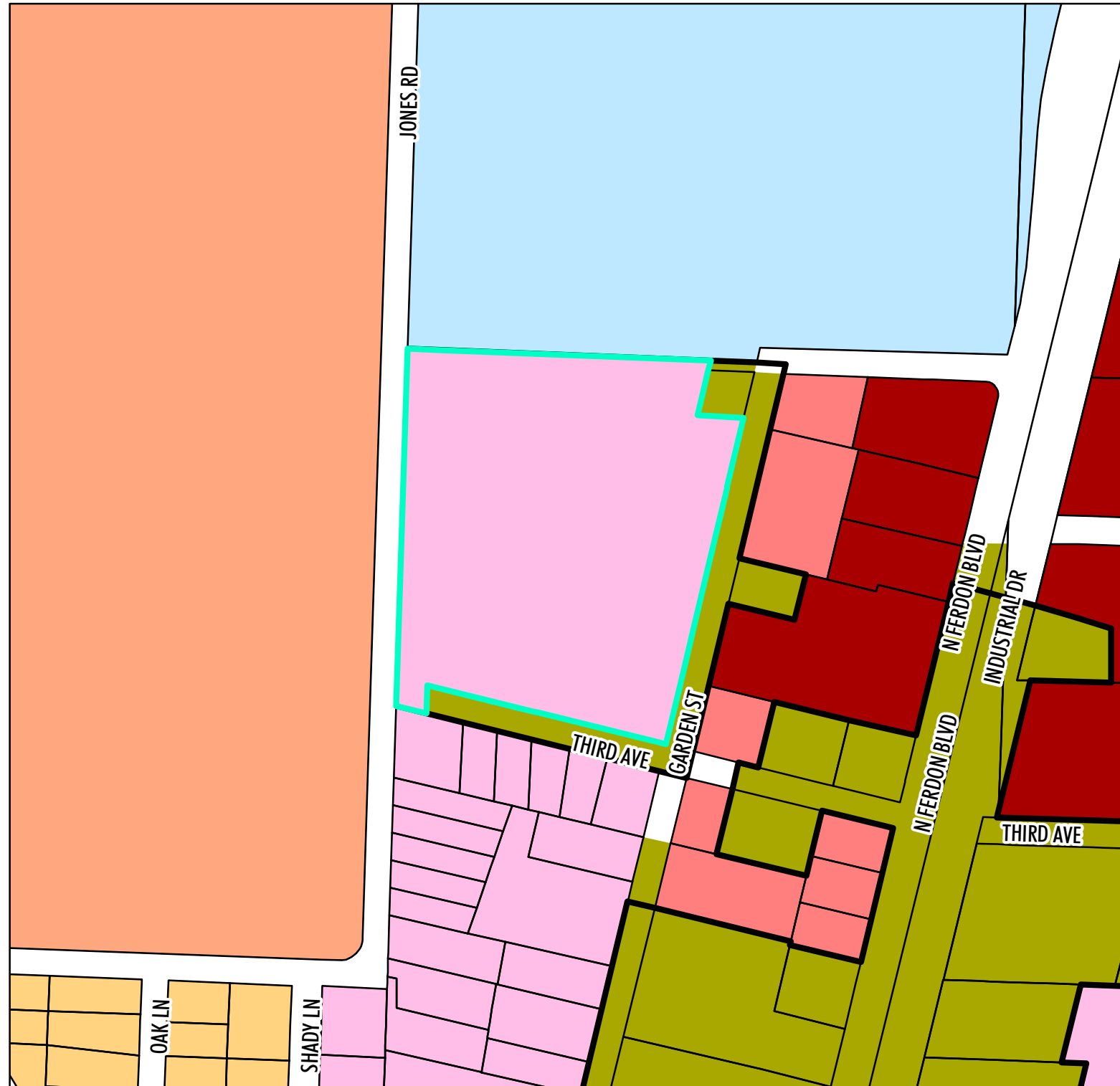
City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Ord. 1934 - Third Avenue Rezoning

BACKGROUND:

On May 10, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 2203 Third Avenue.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The application requests the Mixed Use (MU) zoning designation for the property.

The Planning and Development Board recommended approval of the request on June 5, 2023, and the first reading was approved by the City Council on June 12, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Smith Family Trust
C/O Mary Joseph
124 Miracle Strip Pkwy SW
Unit 1500
Ft Walton Beach, FL 32548
Parcel ID: 04-3N-23-1840-0001-0010
Site Size: 12.02 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Residential

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Public Lands	Public Lands	Public School
East	Commercial & Okaloosa County Mixed Use	Commercial Low-Intensity District (C-1), Commercial High-Intensity District (C-2) & Okaloosa County Mixed Use	Vacant, Commercial & Residential
South	Mixed Use	Mixed Use	Vacant & Residential

West	Residential	Single and Multi-Family Density Dwelling District (R-3)	Vacant
------	-------------	--	--------

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for residential and/or low-intensity commercial use.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 2023.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the rezoning request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests a motion to table this item until the August 14 City Council meeting.

Attachments

1. Exhibit Packet

ORDINANCE: 1934

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 12.02 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE MIXED USE (MU) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 12.02 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 12.02 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Mixed Use (MU) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1933, is hereby rezoned to Mixed Use (MU) to wit:

PIN # 04-3N-23-1840-0001-0010

Lot One (1) to Ten (10) inclusive of Block One (1) Oakdale Miniature Farms Subdivision according to plat on file in the Office of Clerk of Circuit Court, Okaloosa County, Florida, LESS, begin at the Northeast corner of Lot Six (6) of Block One (1) of Oakdale Miniature Farms, Crestview, Florida, thence run in a Westerly direction along the North boundary of said Lot 6, One Hundred Feet; thence parallel with Garden Street run in a Southerly direction One Hundred Feet; thence parallel with the North boundary of said Lot 6 run in an Easterly direction One Hundred feet to Garden Street; thence on the West boundary of Garden Street in a Northerly direction run One Hundred feet to Point of Beginning. Being in said Lot Six (6) as per plat on file with the Clerk of Circuit Court of Okaloosa County, Florida.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1933 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 26th day of June, 2023.

J. B. Whitten
Mayor

Adopted Zoning



0 150 300
Feet

Legend



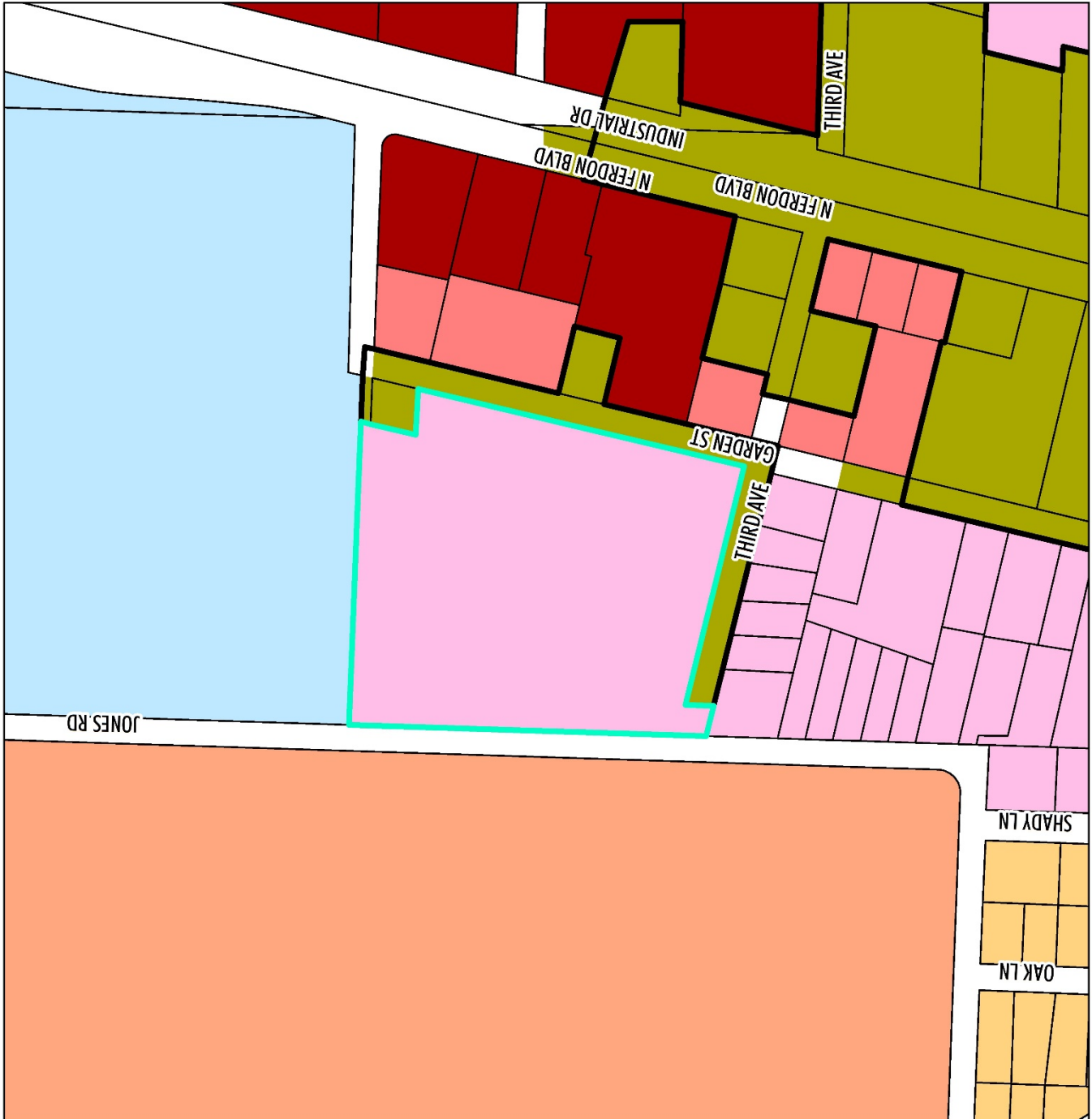
City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Mixed Use (MU)

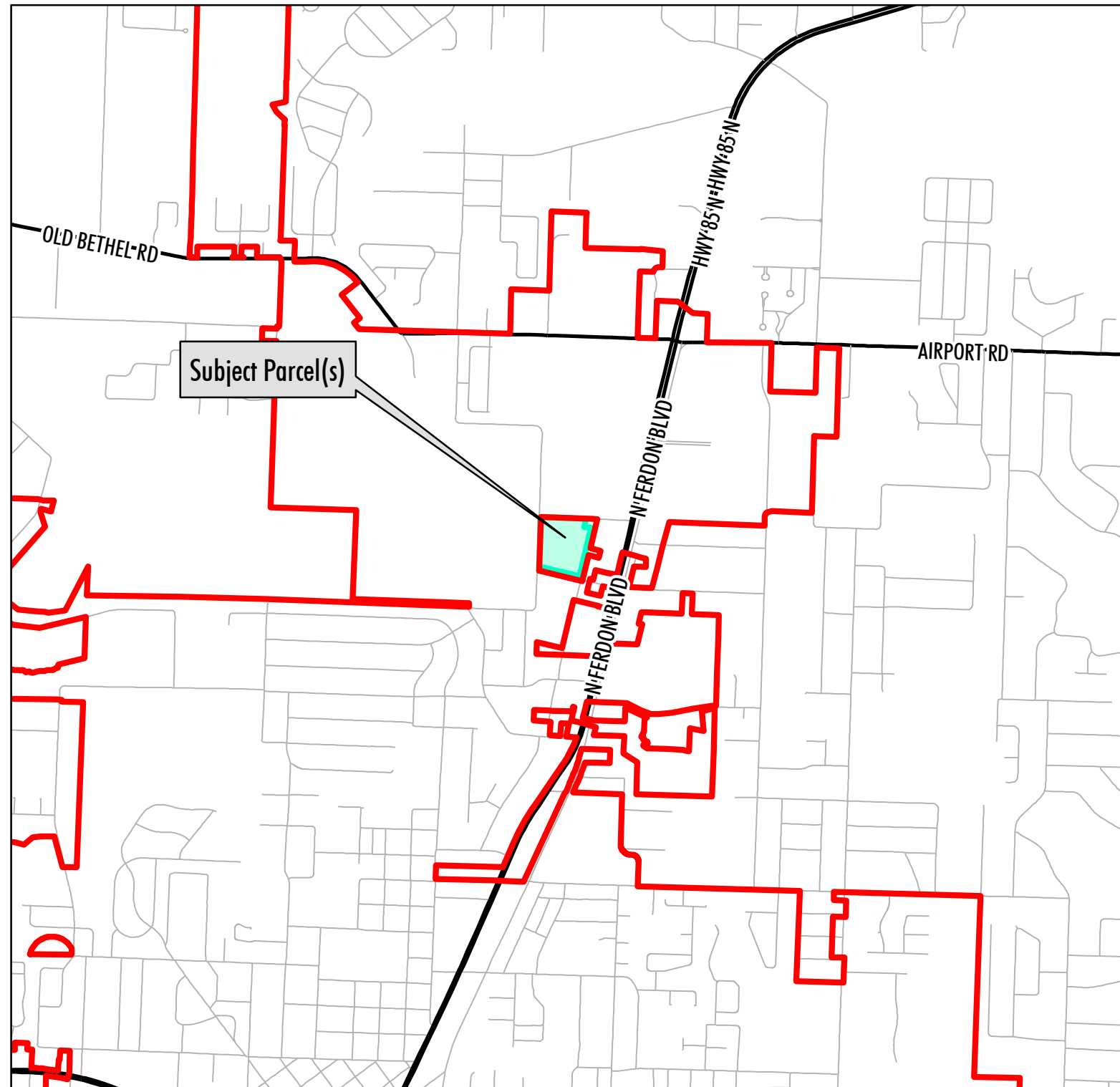
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



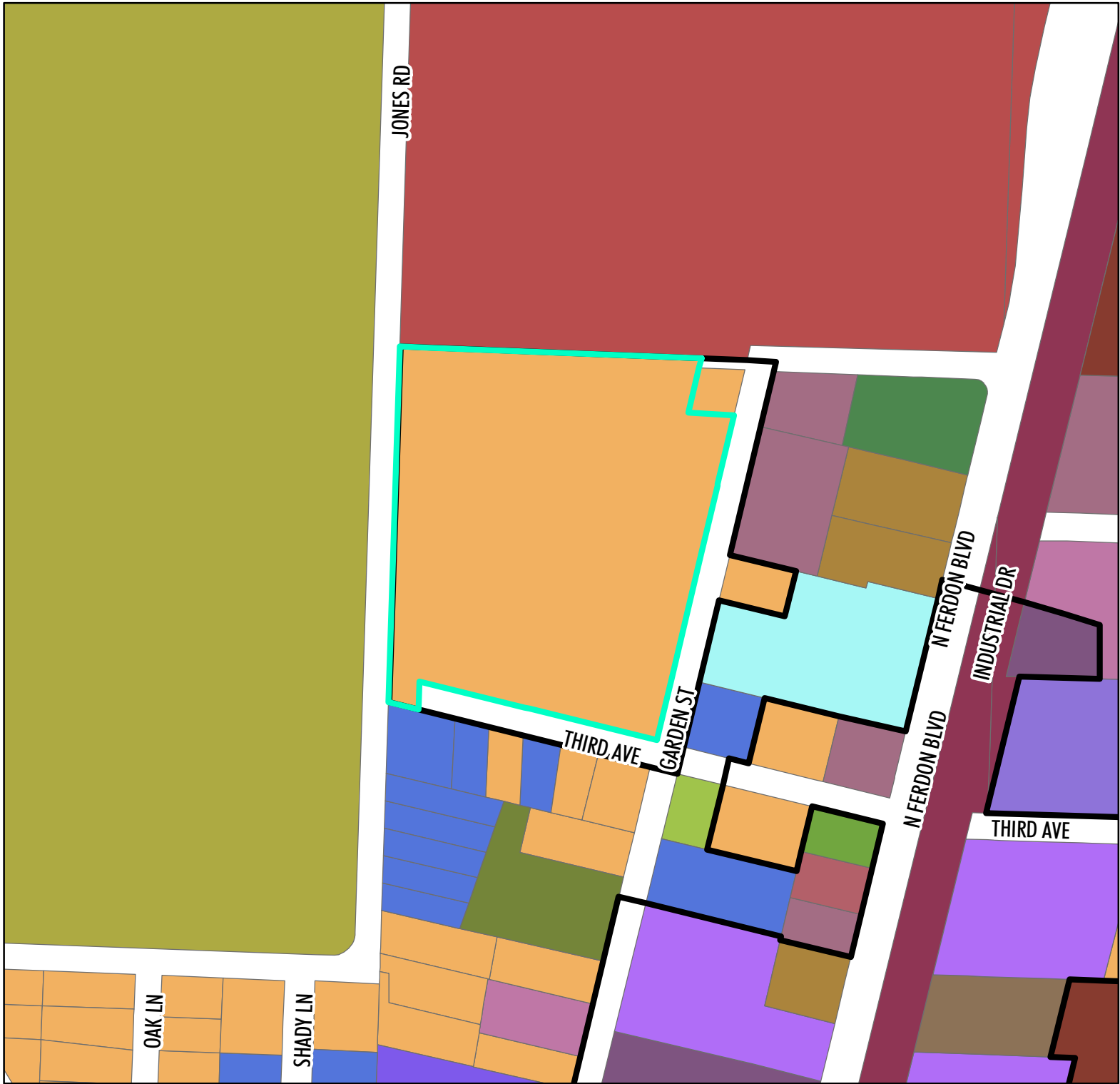
Vicinity Map



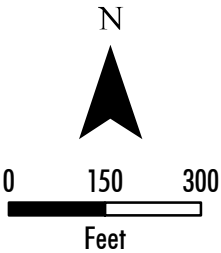
Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use



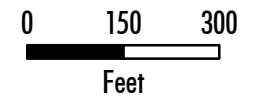
Legend

- Subject Parcel
- City Limits

Existing

- Churches
- Clubs/Lodges
- Financial
- Gym/Fitness
- Improved A
- Municipal
- No AG Acre
- Office
- Private School
- Public School
- Restaurant
- Service Shop
- Single Family
- Stores
- Supermarket
- Vacant
- Vacant Commercial
- Vacant/Commercial
- Vehicle Sale
- Warehouse

Current Future Land Use



Legend

Subject Parcel

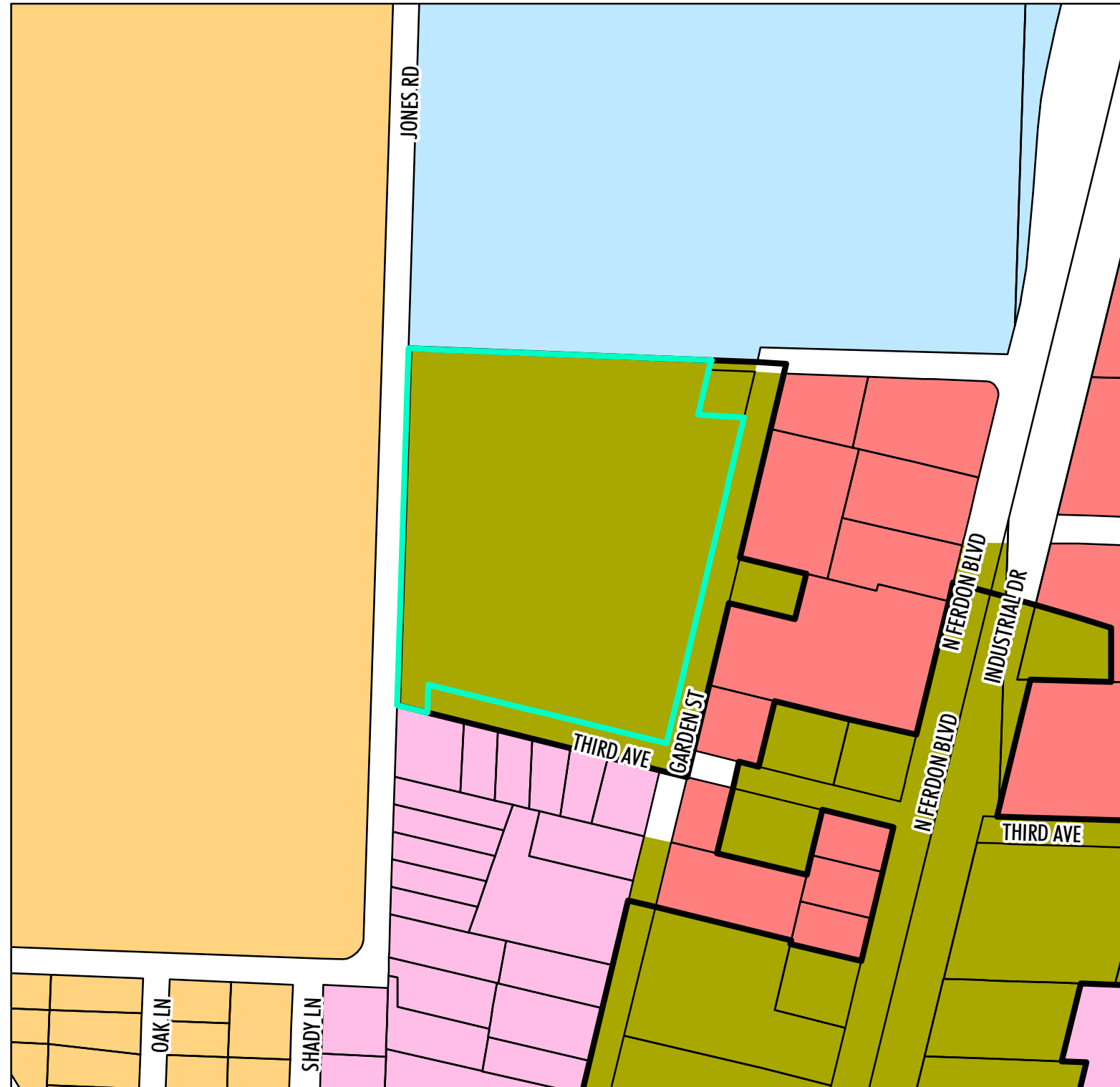
City Limits

City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Zoning



0 150 300
Feet

Legend

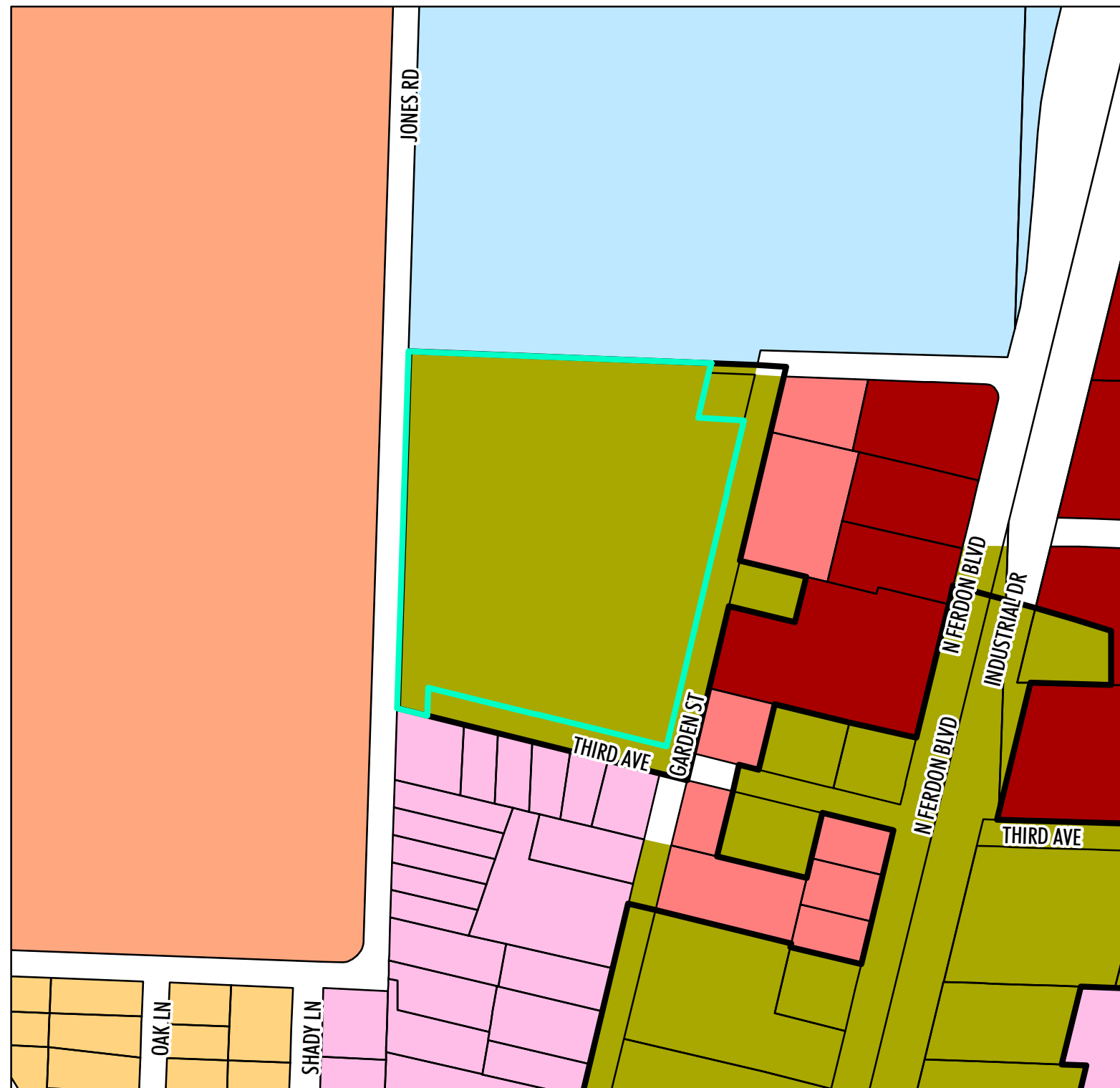
-  Subject Parcel
-  City Limits

City Zoning

-  Single Family Estate Dwelling District (R-1E)
-  Single Family Low Density District (R-1)
-  Single Family Medium Density District (R-2)
-  Single and Multi-Family Dwelling District (R-3)
-  Mixed Use (MU)
-  Commercial (C-1)
-  Commercial (C-2)
-  Industrial (IN)
-  Public Lands (P)
-  Conservation (E)

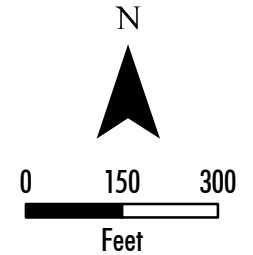
County Zoning

-  Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Future Land Use



Legend

Subject Parcel

City

City Future Land

Commercial

Industrial

Mixed Use

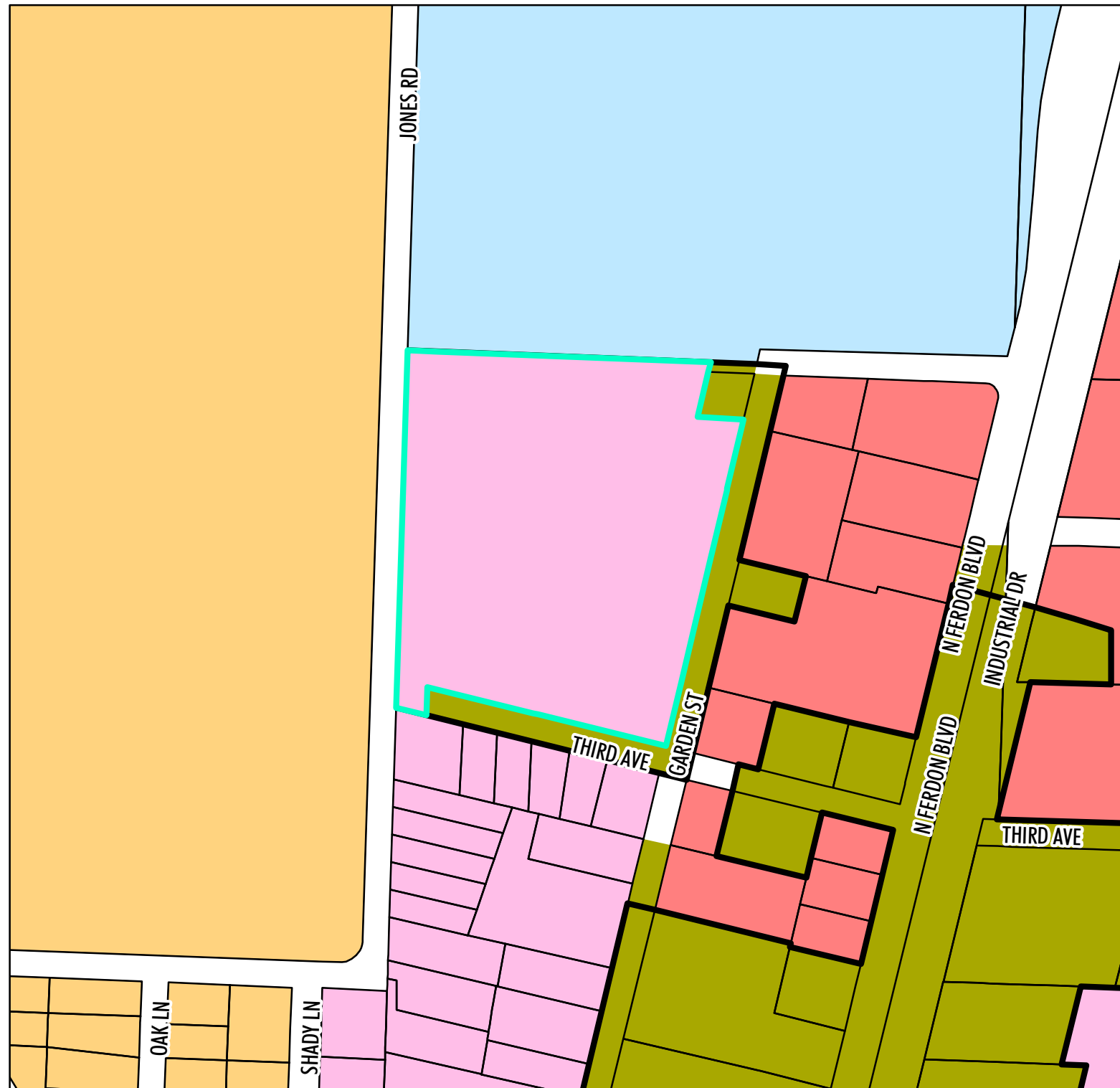
Conservation

Public Lands

Residential

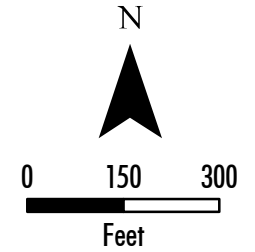
County Future Land

Mixed Use



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COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Proposed Zoning



Legend

Subject Parcel

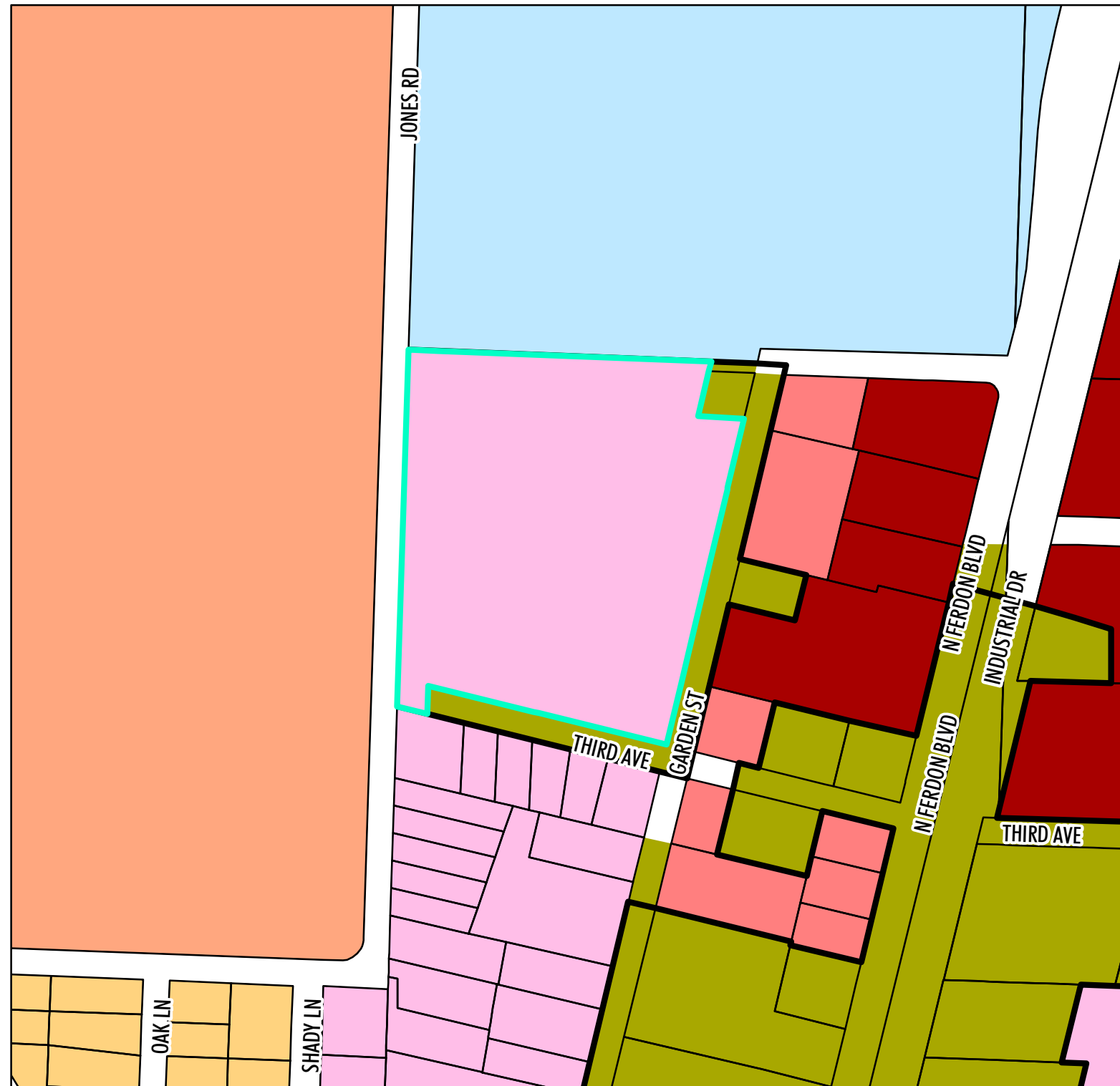
City Limits

City Zoning

- Single Family Estate Dwelling District (R-1E)
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- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Ord. 1935 - Brookmeade Drive Annexation

BACKGROUND:

On April 13, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located Brookmeade Drive.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The Planning and Development Board recommended approval of the request on June 5, 2023, and the first reading was approved by the City Council on June 12, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Magnolia Creeks LLC
107 N Partin Dr
Niceville, FL 32578
Parcel ID: 28-3N-23-0000-0013-001A
Site Size: 2.36 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
South	Mixed Use (MU)	Mixed Use (MU)	Vacant
West	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 2023.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for annexation have been waived for this application as it was received during the moratorium on annexation fees.

The cost of advertising was \$544.50.

The successful annexation of this property will have positive future impacts, including ad valorem revenue based on future taxable assessed value, development and building permit fees, and utility usage fees.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1935 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1935

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 2.36 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 2 – LAND DESCRIPTION. The following described unincorporated area contiguous to the City of Crestview, Florida, is hereby annexed to the City:

PIN # 28-3N-23-0000-0013-001A (Deed recorded in Book 3676, page 1703, dated May 23, 2023)

Beginning at the Southwest corner of the Northwest Quarter of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed N-2°14'21" E 660.81 feet along section line, thence S-88°02'11" E 500 feet, thence S-10°14'37" W 86.62 feet, thence S-38°23'37" E 90.15 feet, thence S-8°24'35" W 92.52 feet, thence S-40°53'07" W 59.33 feet, thence S-56°17'10" W 105.89 feet, thence S-33°56'18" W 361.27 feet to South line of Northwest Quarter thence N-88°03'24" W 224.1 feet to POB.

LESS AND EXCEPT Portion contained in Official Records Book 1422, Page 655

SECTION 3 – BOUNDARY. The existing boundary line of the City of Crestview, Florida, is modified to include the herein referenced tract of land and the base, zoning and land use maps shall be updated to reflect these changes pursuant to law.

SECTION 4 – LAND USE AND ZONING. Pursuant to general law, the property hereby annexed was subject to Okaloosa County land development, land use plan, and zoning or subdivision regulations, which shall remain in full force and effect until rezoning and land use changes are finalized by the City in compliance with the Comprehensive Plan.

SECTION 5 – COMPREHENSIVE PLAN UPDATE. Pursuant to Chapter 163.011, et seq. petitioner for annexation shall apply through the City for a Comprehensive Plan change which will designate the future land use category for the parcel, with a zoning designation to be assigned and run concurrent with the approval and adoption of the Comprehensive Plan amendment by the proper authorities.

SECTION 6 – MAP UPDATE. The Base, Zoning and Future Land Use Maps shall be updated at the earliest possible date.

SECTION 7 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 8 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 10 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 11 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

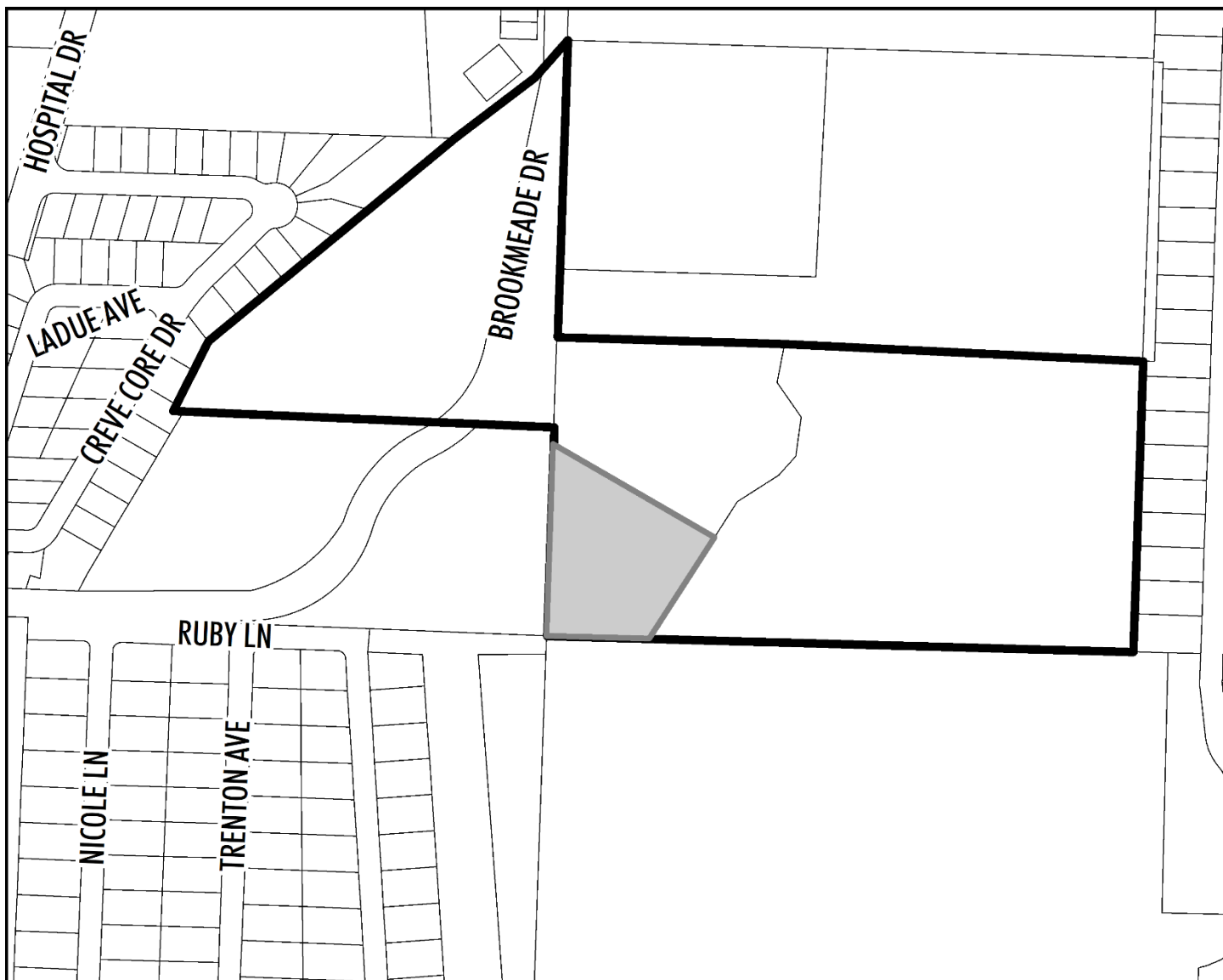
Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 26th day of June, 2023.

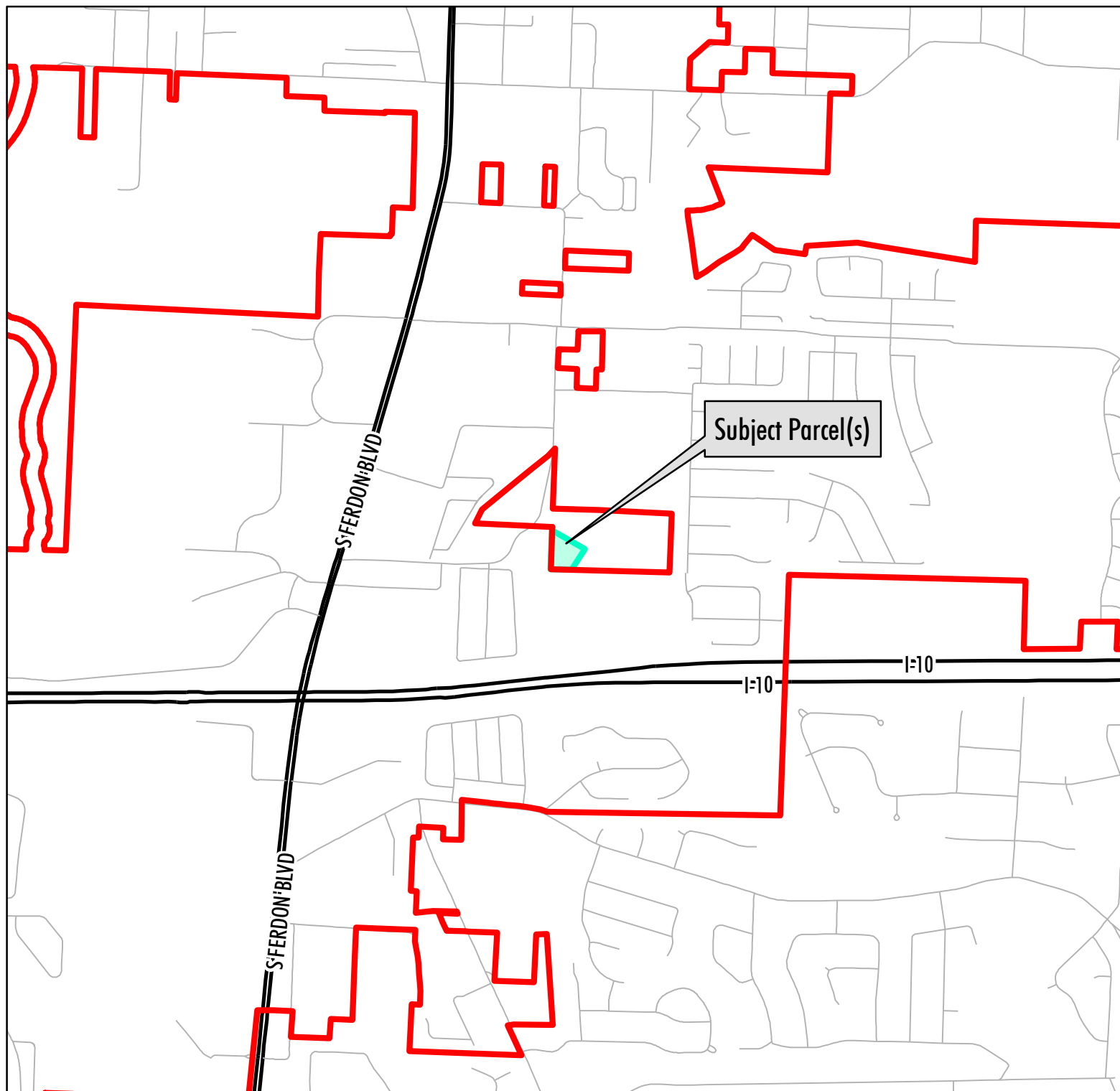
J. B. Whitten
Mayor



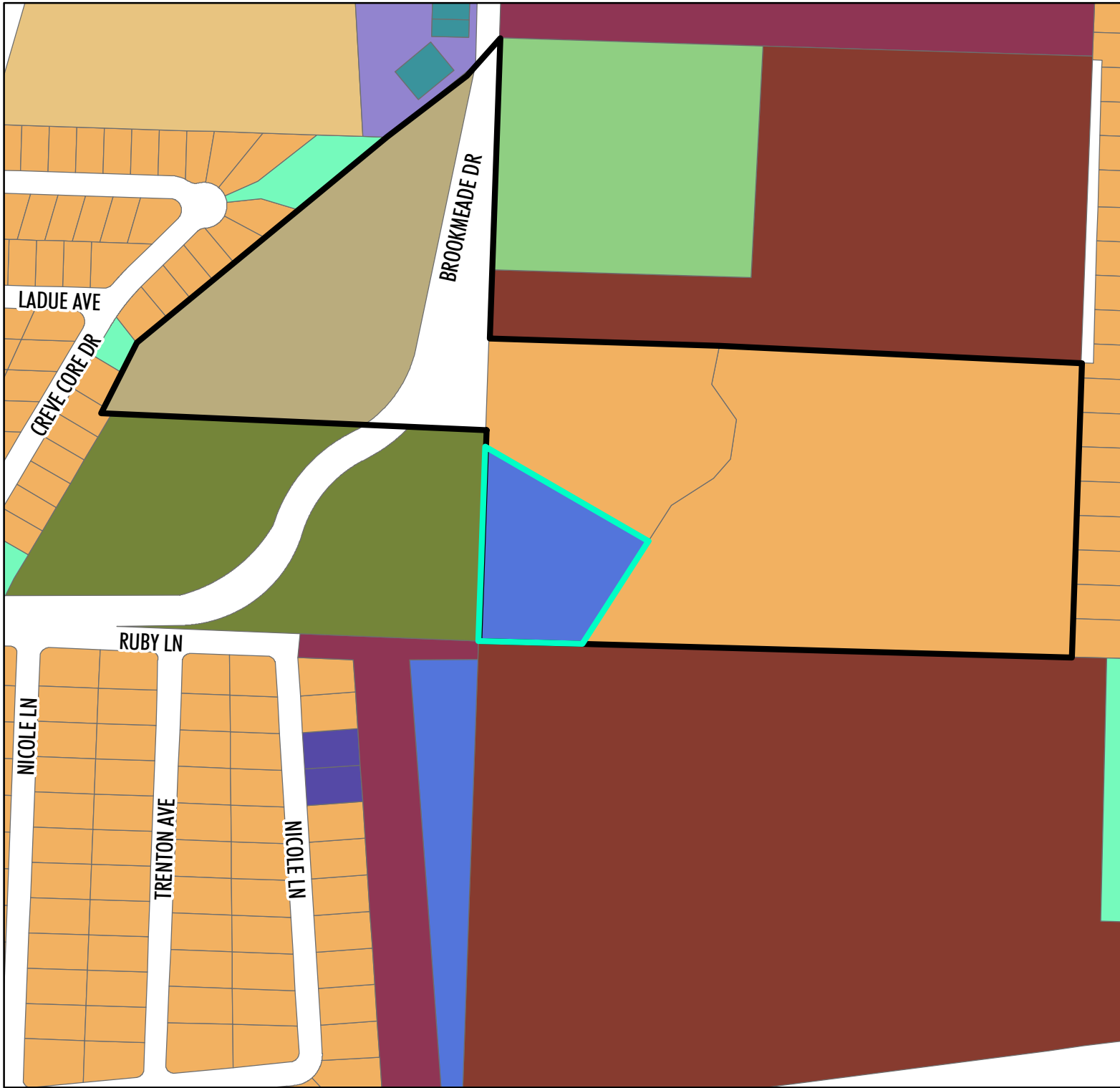
Vicinity Map



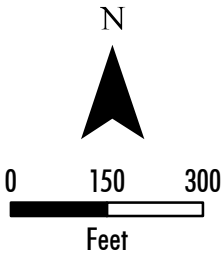
Not to Scale



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use



Legend

- Subject Parcel
- City Limits
- Existing Use**
- Churches
- Commercial
- Header Rec
- Homes for
- Multi-Family
- Municipal
- No AG Acre
- Res Common
- Single Family
- State
- Vacant
- Wasteland

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Future Land Use

N



0 150 300
Feet

Legend

Subject Parcel

City Limits

City Future Land Use

Commercial (C)

Industrial (IN)

Mixed Use (MU)

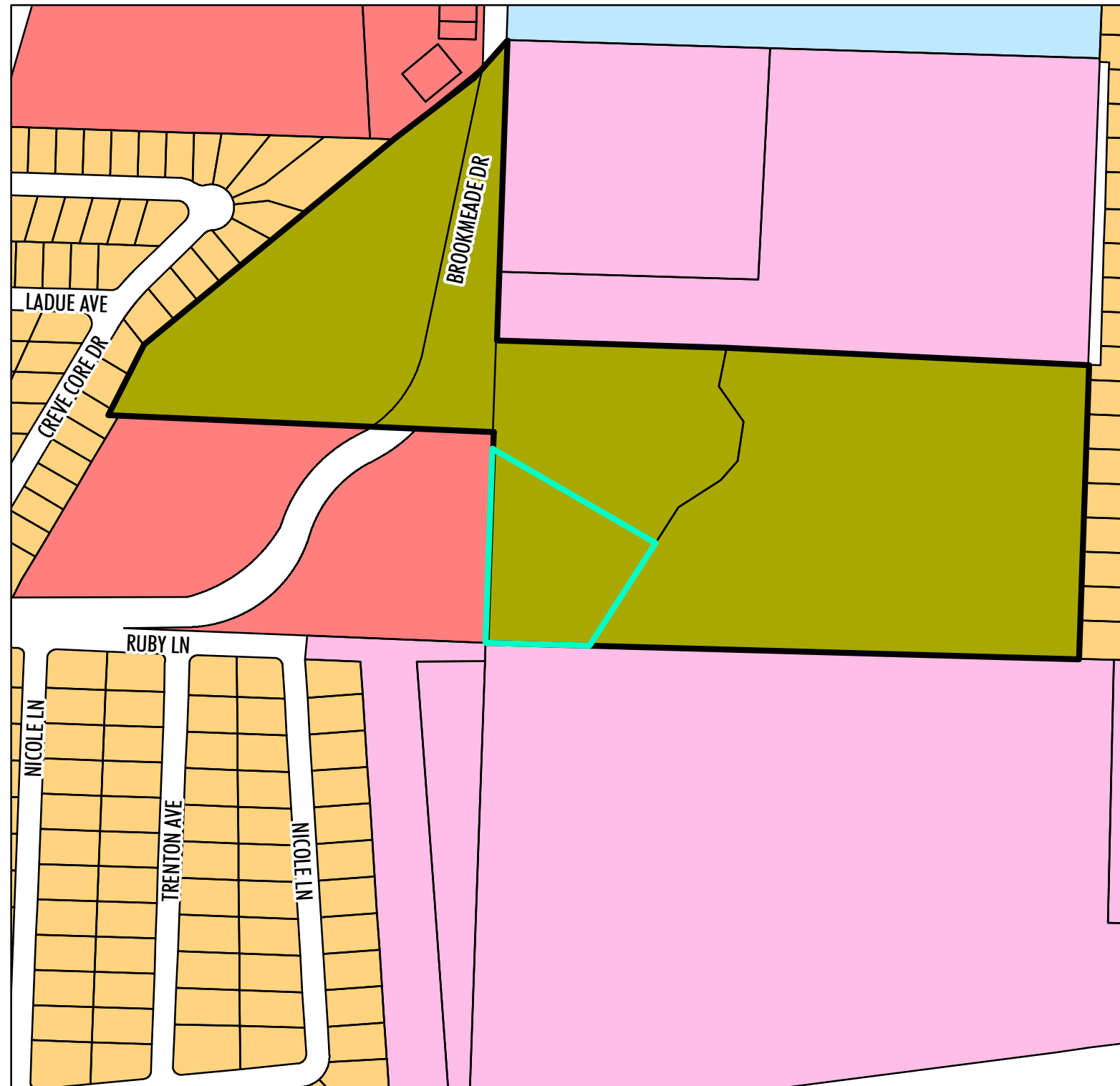
Conservation (CON)

Public Lands (PL)

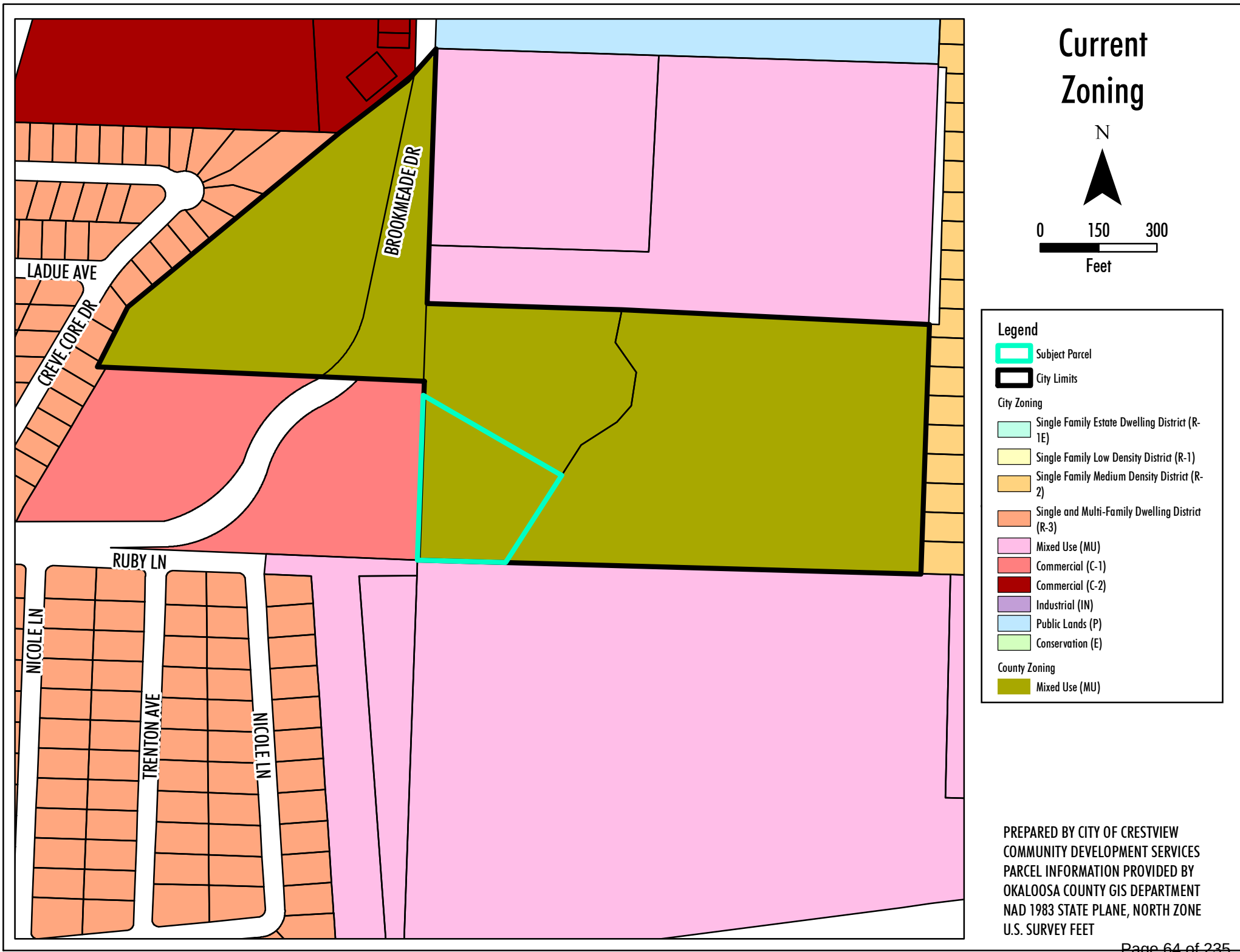
Residential (R)

County Future Land Use

Mixed Use (MU)



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City

City Future Land Use

 Commercial (C)

 Industrial

 Mixed Use

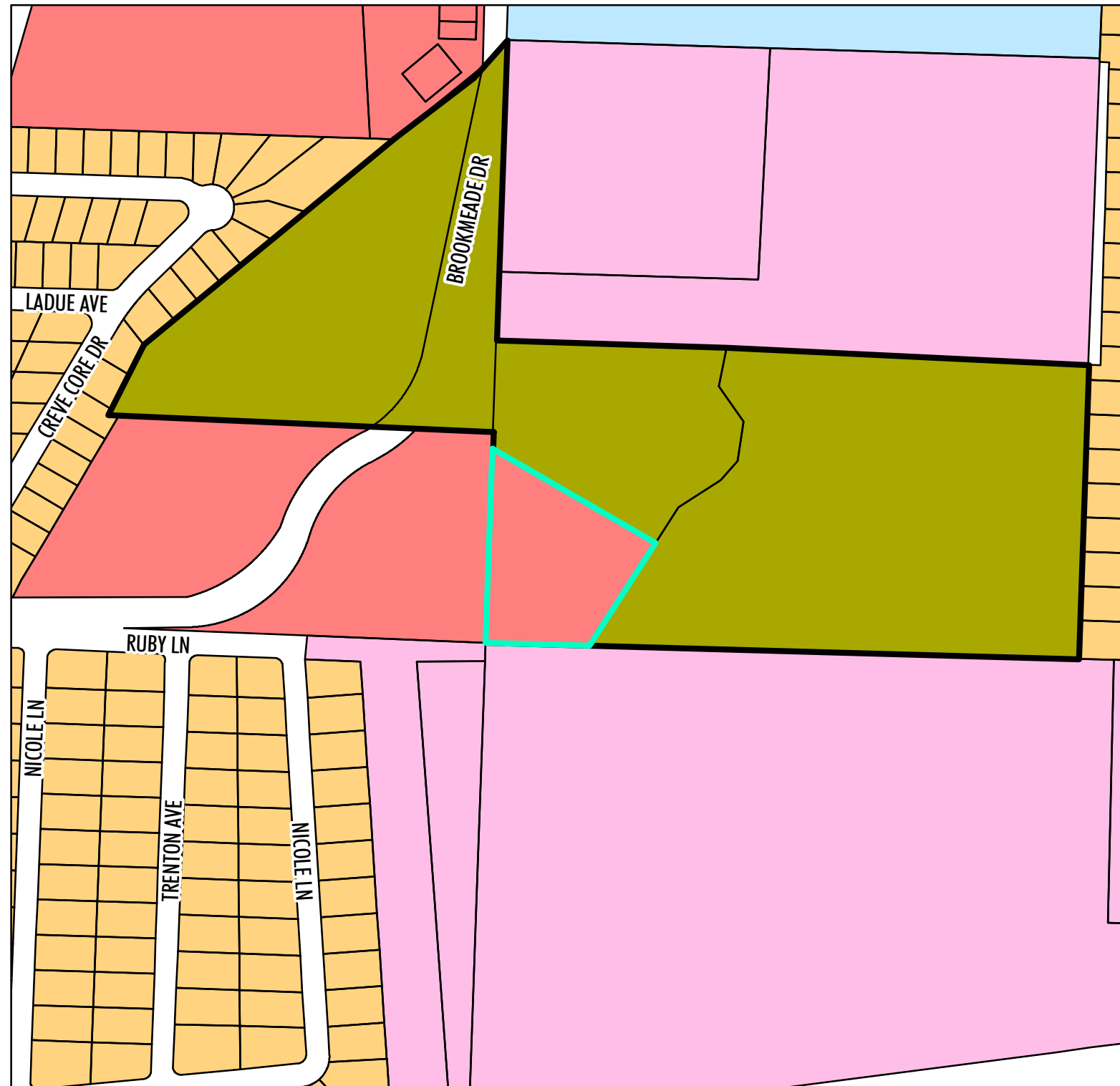
 Conservation (CON)

 Public Lands (PL)

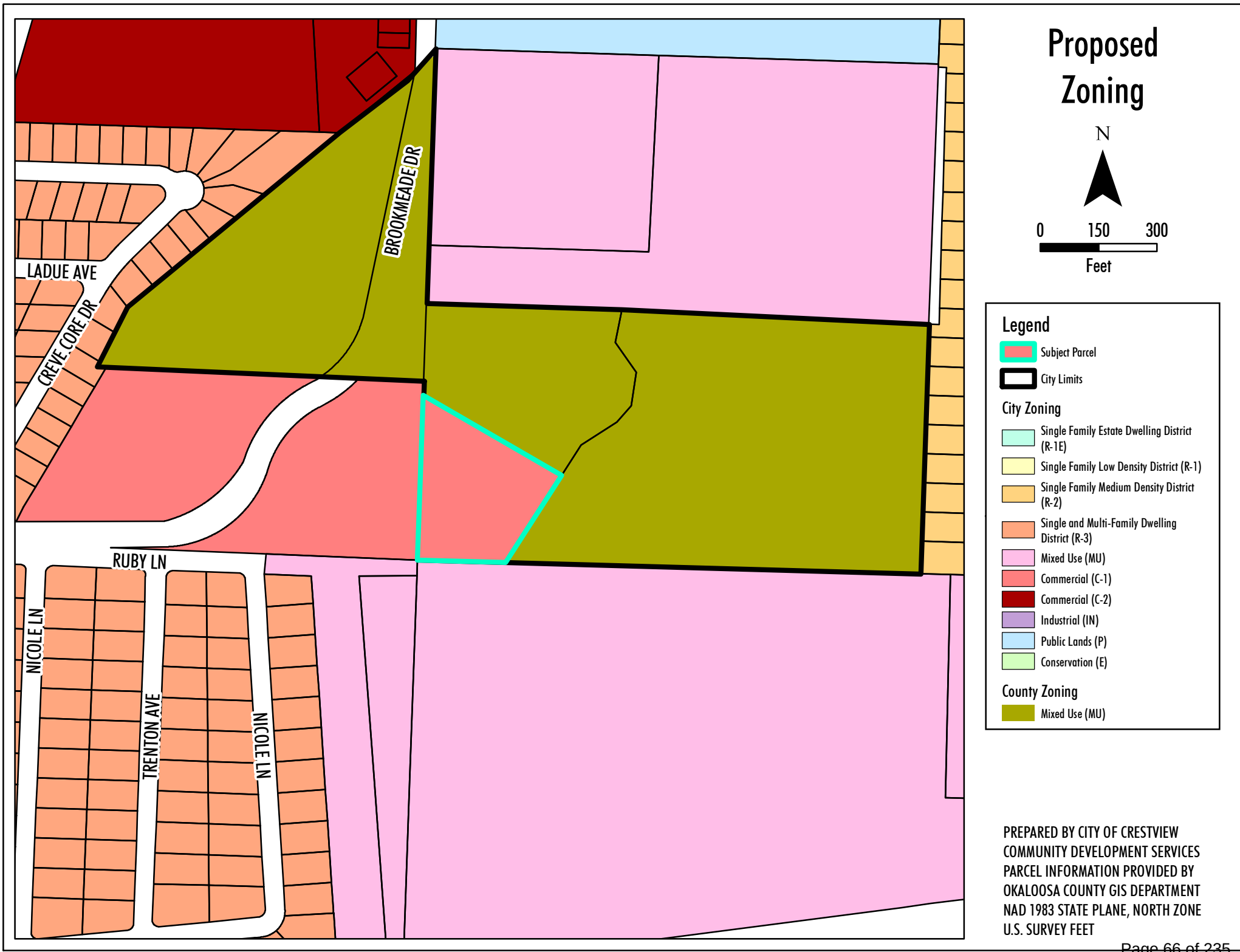
 Residential (R)

County Future Land Use

 Mixed Use



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET





Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Ord. 1936 - Brookmeade Drive Comprehensive Plan Amendment

BACKGROUND:

On April 13, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located Brookmeade Drive.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The application requests the Commercial (C) future land use designation for the property.

The Planning and Development Board recommended approval of the request on June 5, 2023, and the first reading was approved by the City Council on June 12, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Magnolia Creeks LLC
107 N Partin Dr
Niceville, FL 32578
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Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
South	Mixed Use (MU)	Mixed Use (MU)	Vacant
West	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use.

Staff has reviewed the application based on the criteria detailed in Florida statute 171.043 for annexations and finds the following:

- The property is contiguous to the city limits;
- The property is comprised of one (1) lot in unincorporated Okaloosa County, and is therefore considered compact;
- The annexation of the property would not create an enclave
- The subject property is not included in the boundary of another municipality; and,
- The subject property meets the definition of urban purposes.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 2023.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the comprehensive plan amendment have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the comprehensive plan amendment request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1936 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1936

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY MIXED USE TO COMMERCIAL (C) ON APPROXIMATELY 2.36 ACRES, MORE OR LESS, IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is Section 2 of the City Charter, §163.3187 F.S., §166.021 F.S., §166.041 F.S. and the adopted Comprehensive Plan.

SECTION 2 – FINDINGS OF FACT. The City Council of the City of Crestview finds the following:

- A. This amendment will promote compact, orderly development and discourage urban sprawl; and
- B. A public hearing has been conducted after "due public notice" by the Crestview Planning Board sitting as the Local Planning Agency with its recommendations reported to the City Council; and
- C. A public hearing has been conducted by the City Council after "due public notice"; and
- D. This amendment involves changing the future land use designation from Okaloosa County Mixed Use to Commercial (C) on a parcel of land containing 2.36 acres, more or less, lying within the corporate limits of the City; and
- E. This amendment is consistent with the adopted Comprehensive Plan and is in the best interests of the City and its citizens.

SECTION 3 – PURPOSE. The purpose of this Ordinance is to adopt an amendment to the "City of Crestview Comprehensive Plan: 2020." The amendment is described in Section 4 below.

SECTION 4 – FUTURE LAND USE MAP AMENDMENT. The Future Land Use Map is amended by changing the future land use category of a parcel containing approximately 2.36 acres of land, more or less, from Okaloosa County Mixed Use to Commercial (C). For the purposes of this Ordinance and Comprehensive Plan Amendment, the 2.36 acres, more or less, is known as Parcel 28-3N-23-0000-0013-001A and commonly described as:

Beginning at the Southwest corner of the Northwest Quarter of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed N-2°14'21" E 660.81 feet along section line, thence S-88°02'11" E 500 feet, thence S-10°14'37" W 86.62 feet, thence S-38°23'37" E 90.15 feet, thence S-8°24'35" W 92.52 feet, thence S-40°53'07" W 59.33 feet, thence S-56°17'10" W 105.89 feet, thence S-33°56'18" W 361.27 feet to South line of Northwest Quarter thence N-88°03'24" W 224.1 feet to POB.

The Commercial (C) Future Land Use Category is hereby imposed on Parcel 28-3N-23-0000-0013-001A. Exhibit A, which is attached hereto and made a part hereof by reference, graphically depicts the revisions to the Future Land Use Map and shows Parcel 28-3N-23-0000-0013-001A thereon.

SECTION 5 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 7 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9 – EFFECTIVE DATE. The effective date of this plan amendment and ordinance shall be thirty-one (31) days after adoption on second reading by the City Council, unless the amendment is challenged pursuant to §163.3187, F.S. If challenged, the effective date shall be the date a Final Order is issued by the State Land Planning Agency or the Administration Commission finding the amendment in compliance with §163.3184, F.S.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

Maryanne Schrader
City Clerk

Approved by me this 26th day of June, 2023.

J. B. Whitten
Mayor

Adopted Future Land Use



Legend

- Subject Parcel
- City Limits

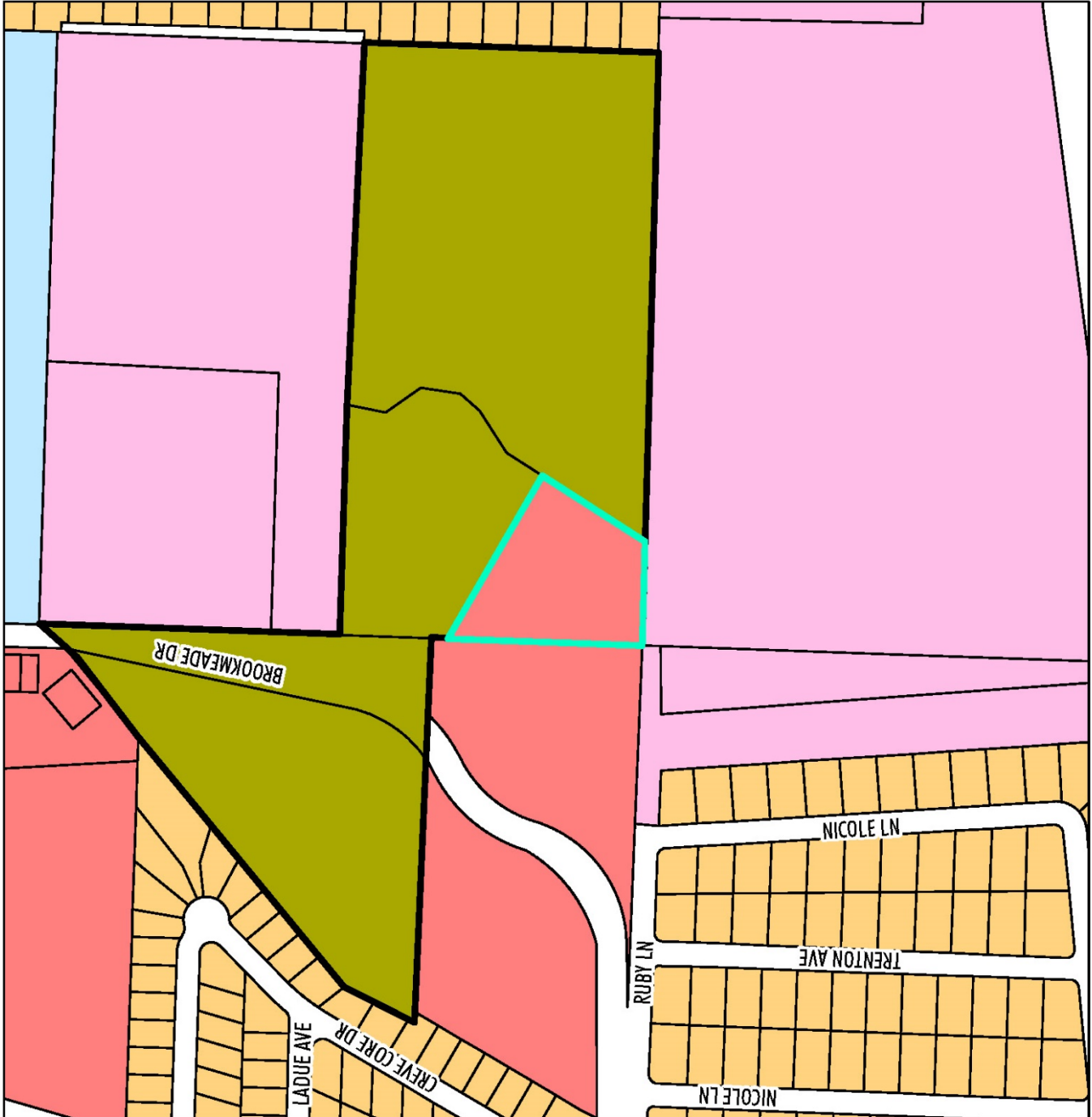
City Future Land Use

- Commercial (C)
- Industrial (IN)
- Mixed Use (MU)
- Conservation (CON)
- Public Lands (PL)
- Residential (R)

County Future Land Use

- Mixed Use (MU)

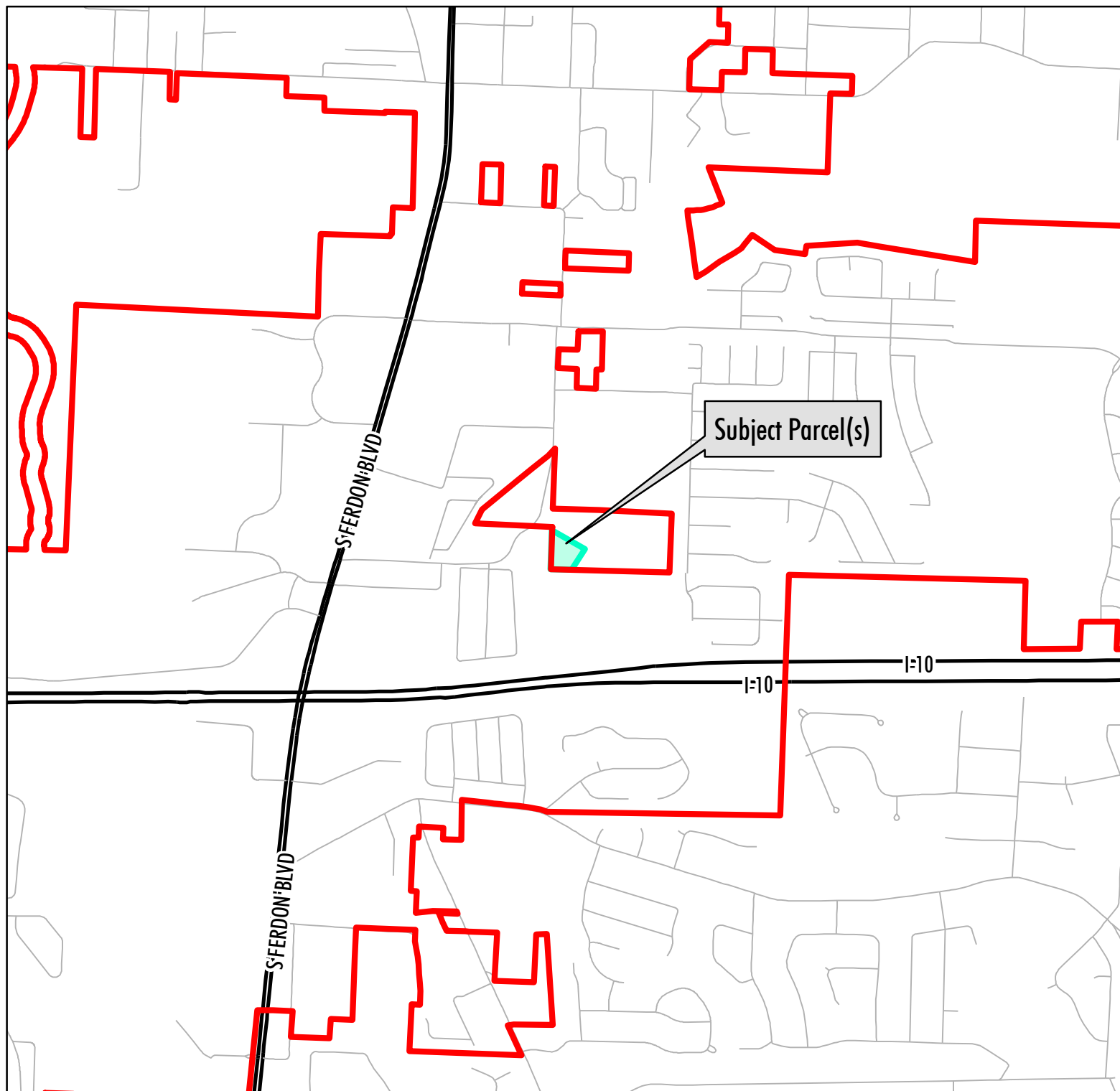
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



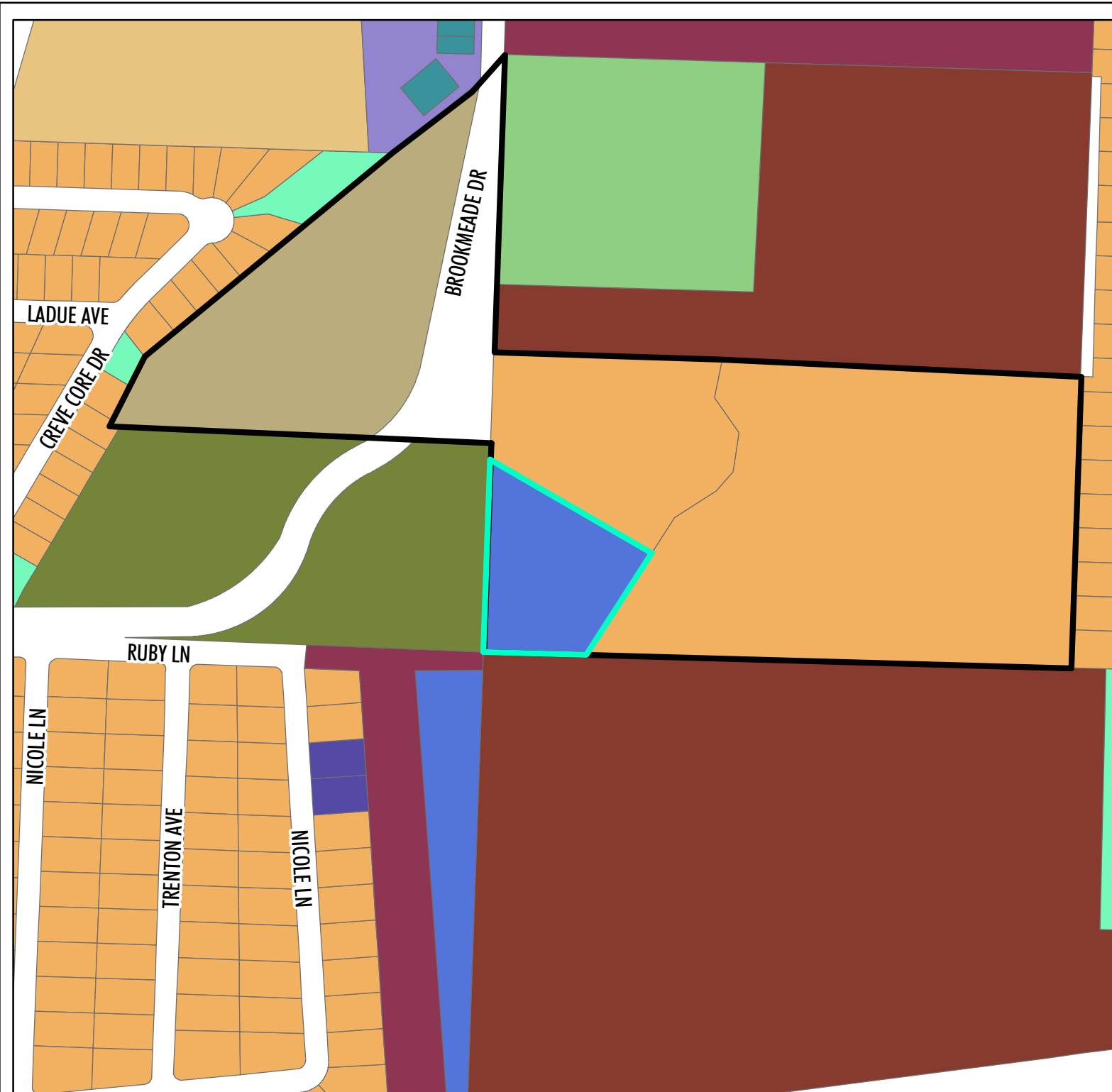
Vicinity Map



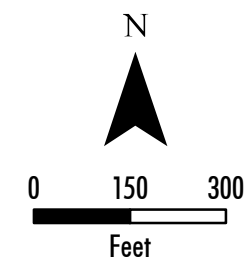
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Existing Use



Legend

Subject Parcel

City Limits

Existing Use

- Churches
- Commercial
- Header Rec
- Homes for
- Multi-Family
- Municipal
- No AG Acre
- Res Common
- Single Family
- State
- Vacant
- Wasteland

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
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NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Future Land Use

N



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

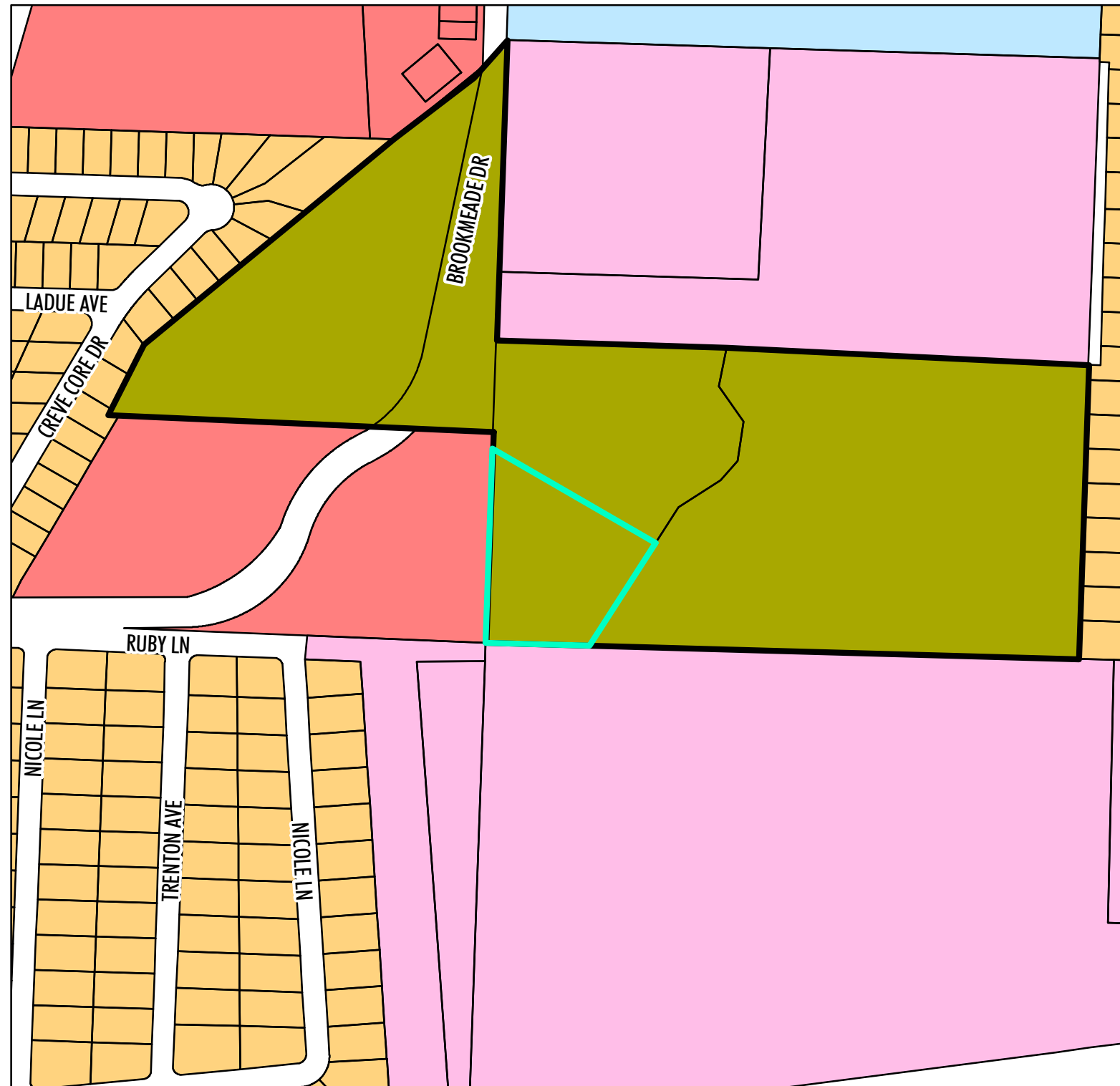
 Conservation (CON)

 Public Lands (PL)

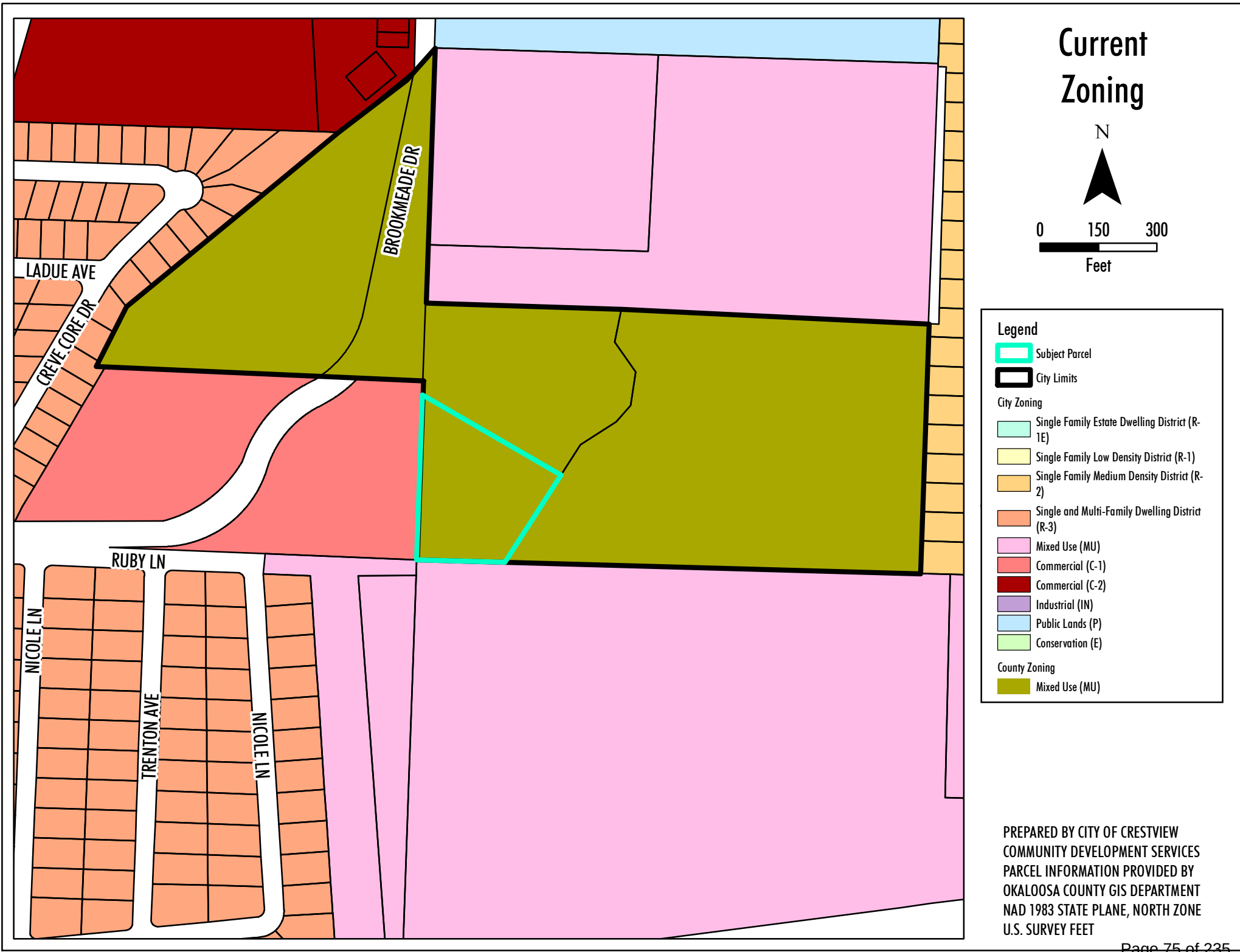
 Residential (R)

County Future Land Use

 Mixed Use (MU)



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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City

City Future Land Use

 Commercial (C)

 Industrial

 Mixed Use

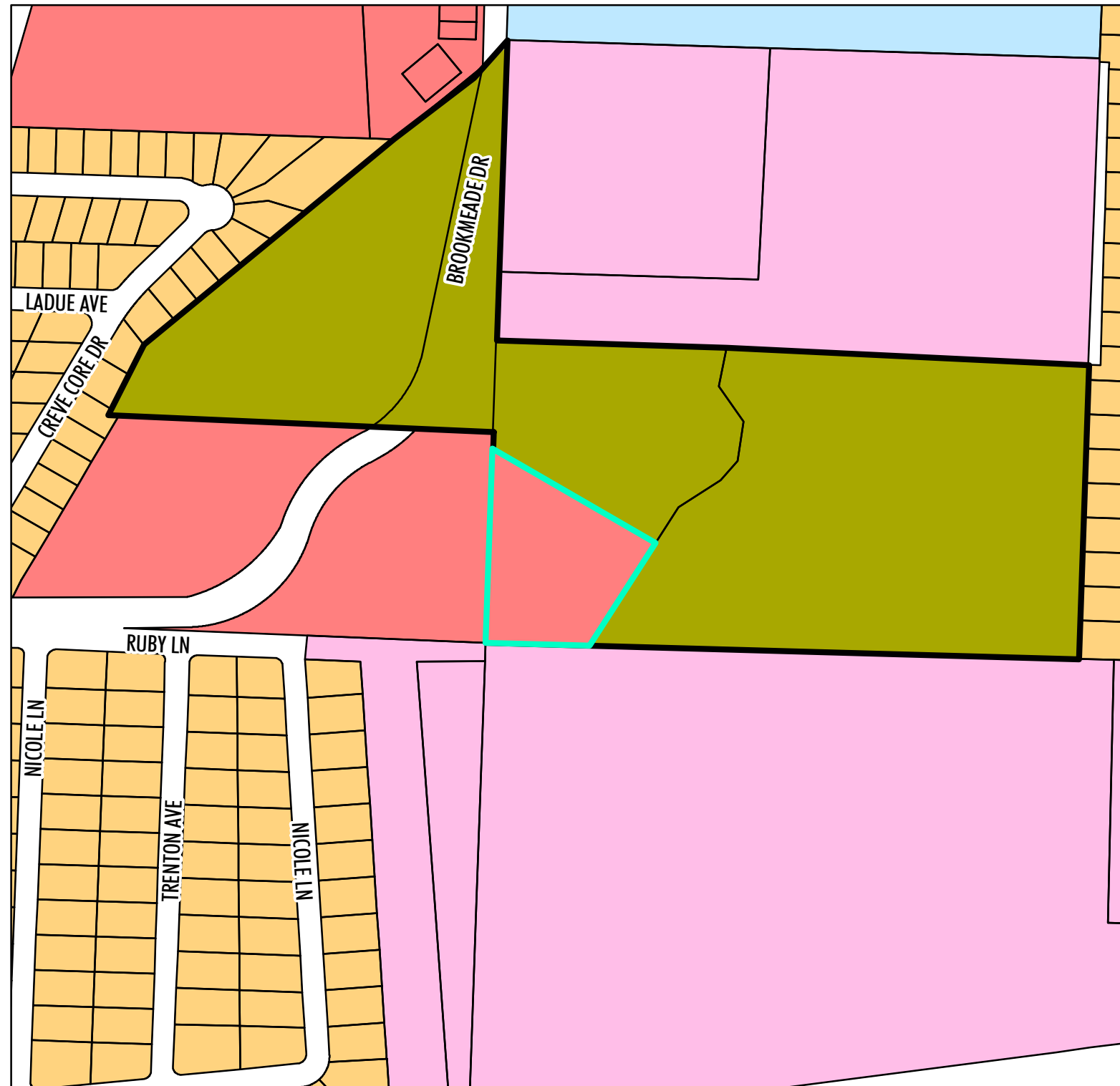
 Conservation (CON)

 Public Lands (PL)

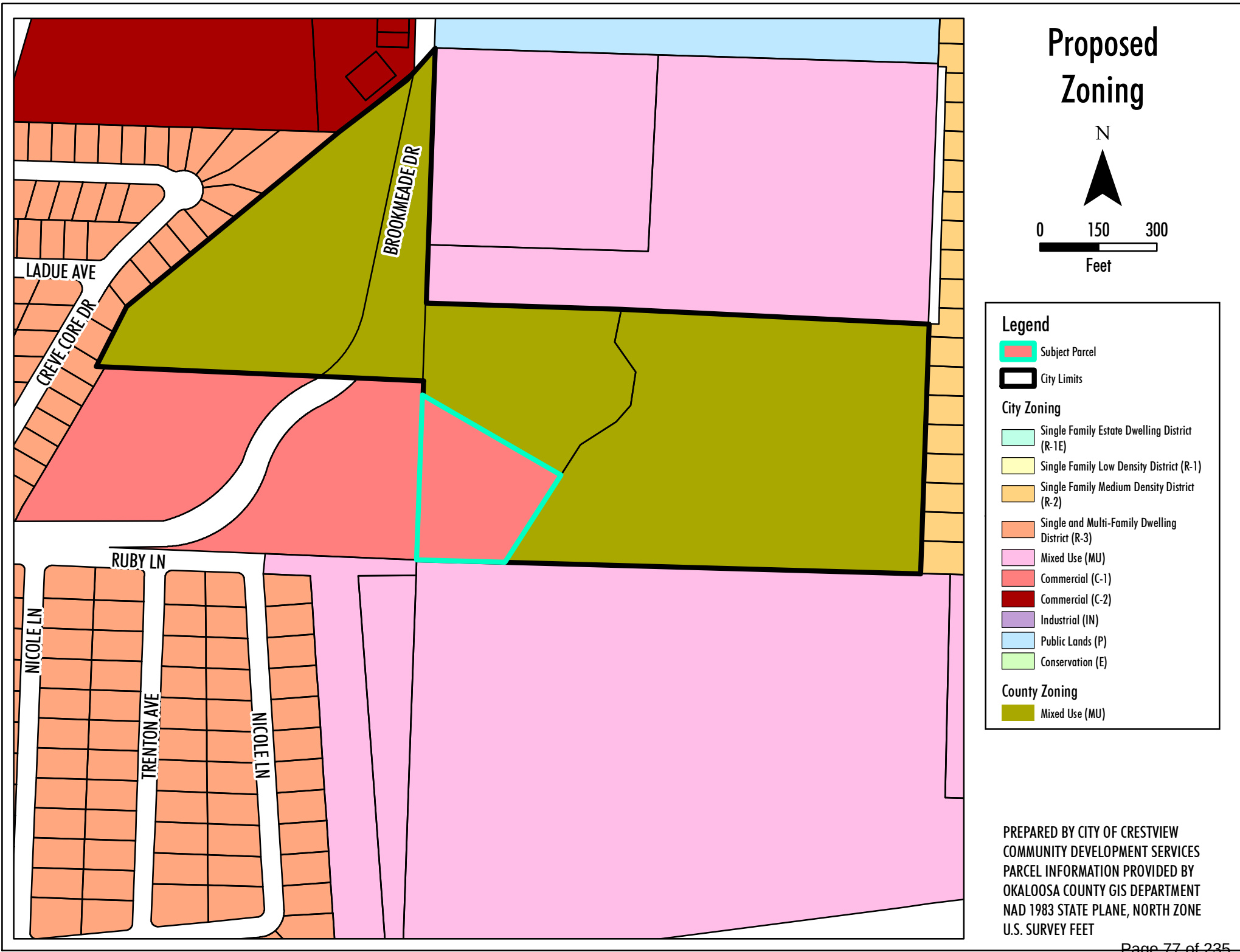
 Residential (R)

County Future Land Use

 Mixed Use



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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET





Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Second reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Barry Henderson, Development Services Director, Nicholas Schwendt, Senior Planner
DATE: 6/22/2023
SUBJECT: Ord. 1937 - Brookmeade Drive Rezoning

BACKGROUND:

On April 13, 2023, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located Brookmeade Drive.

The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Mixed Use.

The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval of the request on June 5, 2023, and the first reading was approved by the City Council on June 12, 2023.

DISCUSSION:

The property description is as follows:

Property Owner: Magnolia Creeks LLC
107 N Partin Dr
Niceville, FL 32578
Parcel ID: 28-3N-23-0000-0013-001A
Site Size: 2.36 acres
Current FLU: Okaloosa County Mixed Use
Current Zoning: Okaloosa County Mixed Use
Current Land Use: Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
East	Okaloosa County Mixed Use	Okaloosa County Mixed Use	Residential
South	Mixed Use (MU)	Mixed Use (MU)	Vacant
West	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant

The subject property is currently vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property can be developed for commercial use.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on May 15, 2023. The property was posted on May 22, 2023. An advertisement ran in the Crestview News Bulletin on May 25 and June 1, 2023.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability – Achieve long term financial sustainability.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request have been waived for this application as it was received during the moratorium on annexation fees. There is no additional cost of advertising as the rezoning request was included in the advertisement for annexation.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1937 on second reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1937

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 2.36 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 28, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY MIXED USE ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 2.36 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 2.36 acres, more or less, being formerly zoned Okaloosa County Mixed Use with the Commercial (C) Future Land Use Map designation recently ratified by the City Council through adoption of Ordinance 1936, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 28-3N-23-0000-0013-001A

Beginning at the Southwest corner of the Northwest Quarter of Section 28, Township 3 North, Range 23 West, Okaloosa County, Florida, proceed N-2°14'21" E 660.81 feet along section line, thence S-88°02'11" E 500 feet, thence S-10°14'37" W 86.62 feet, thence S-38°23'37" E 90.15 feet, thence S-8°24'35" W 92.52 feet, thence S-40°53'07" W 59.33 feet, thence S-56°17'10" W 105.89 feet, thence S-33°56'18" W 361.27 feet to South line of Northwest Quarter thence N-88°03'24" W 224.1 feet to POB.

LESS AND EXCEPT Portion contained in Official Records Book 1422, Page 655

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. The effective date of this Ordinance shall be the date Comprehensive Plan Amendment is adopted by Ordinance # 1936 and becomes legally effective.

Passed and adopted on second reading by the City Council of Crestview, Florida on the 26th day of June, 2023.

ATTEST:

Maryanne Schrader
City Clerk

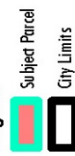
Approved by me this 26th day of June, 2023.

J. B. Whitten
Mayor

Adopted Zoning



Legend



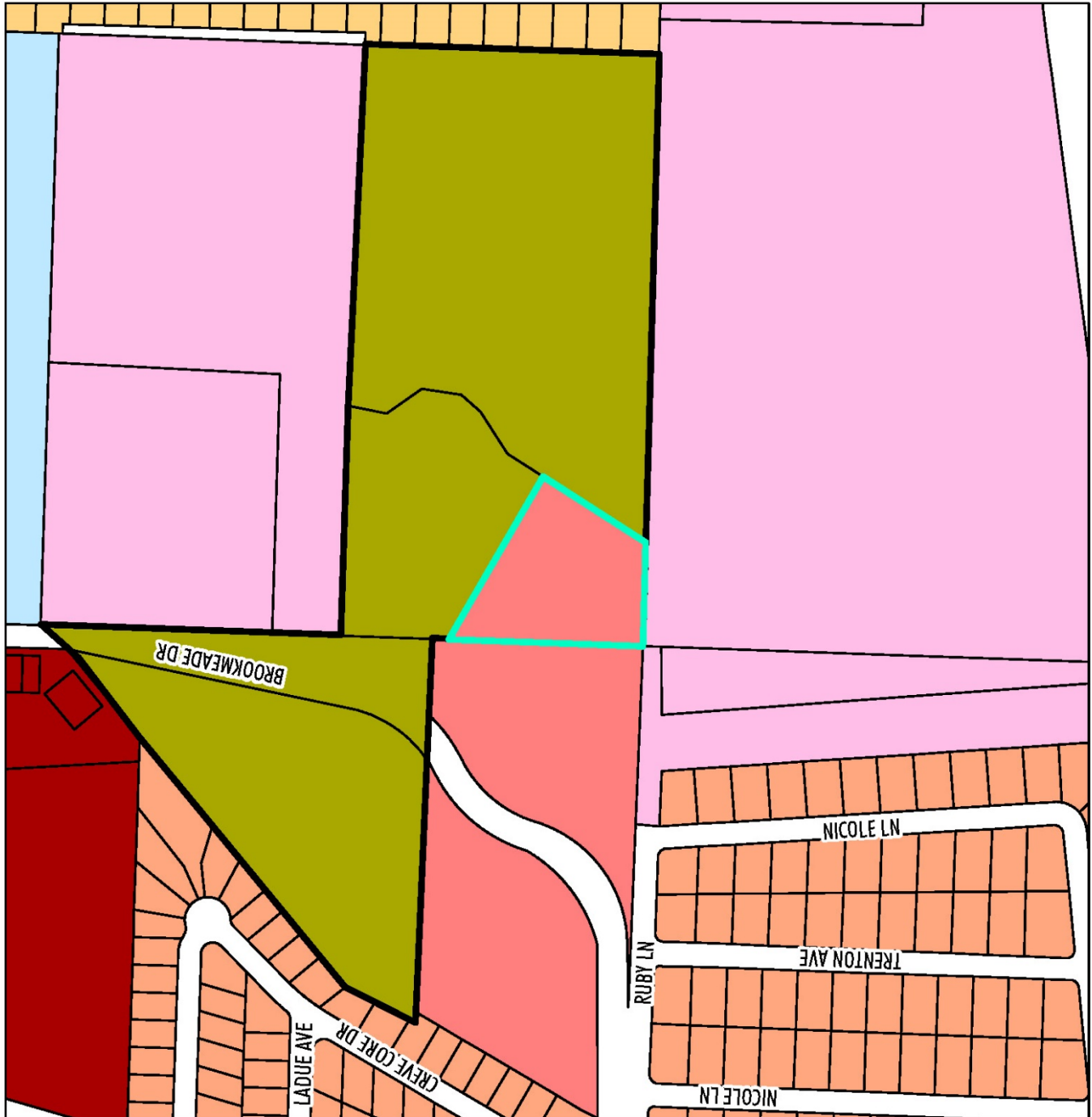
City Zoning

- Single Family Estate Dwelling District (R-1E)
- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Mixed Use (MU)

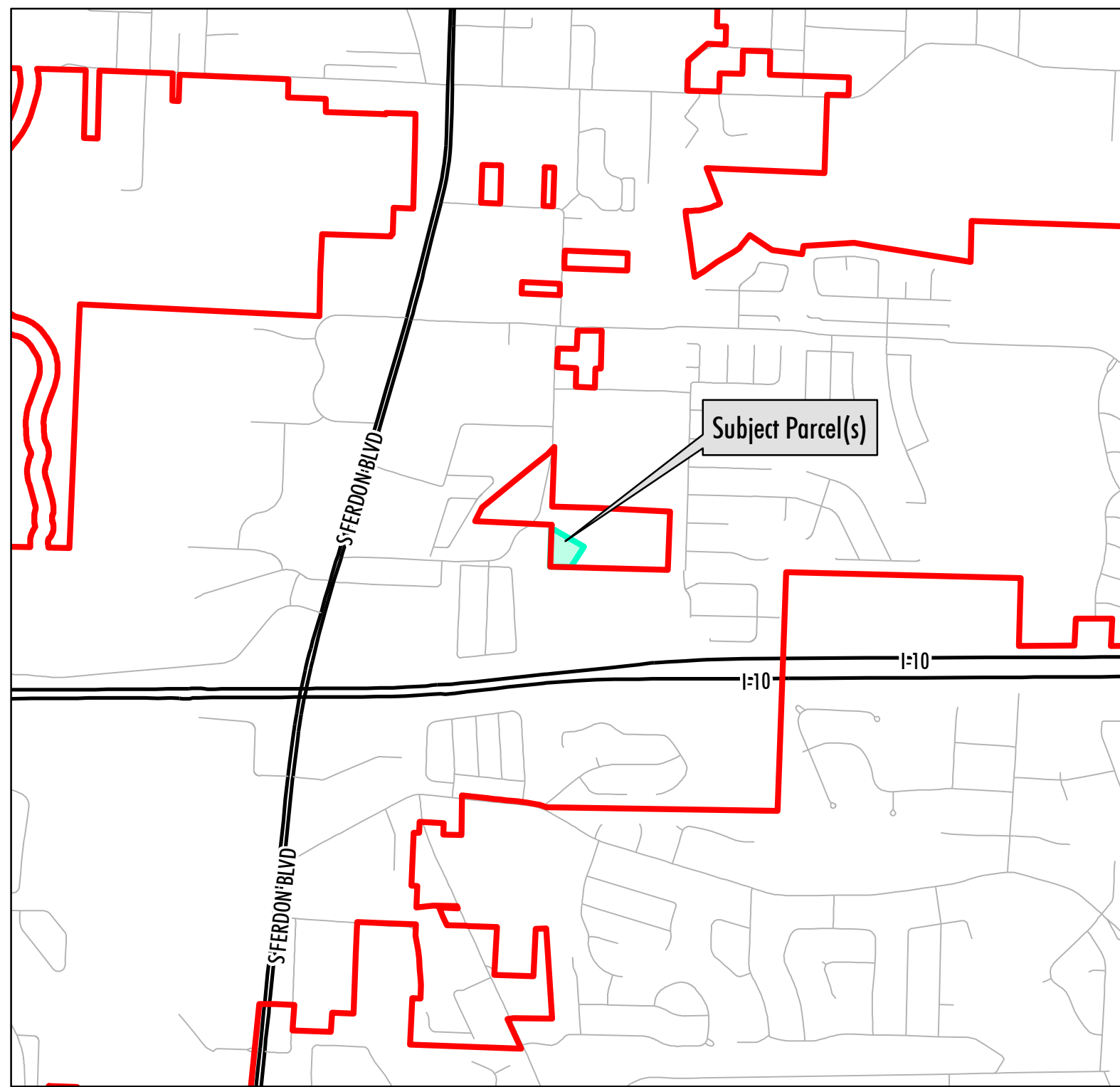
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



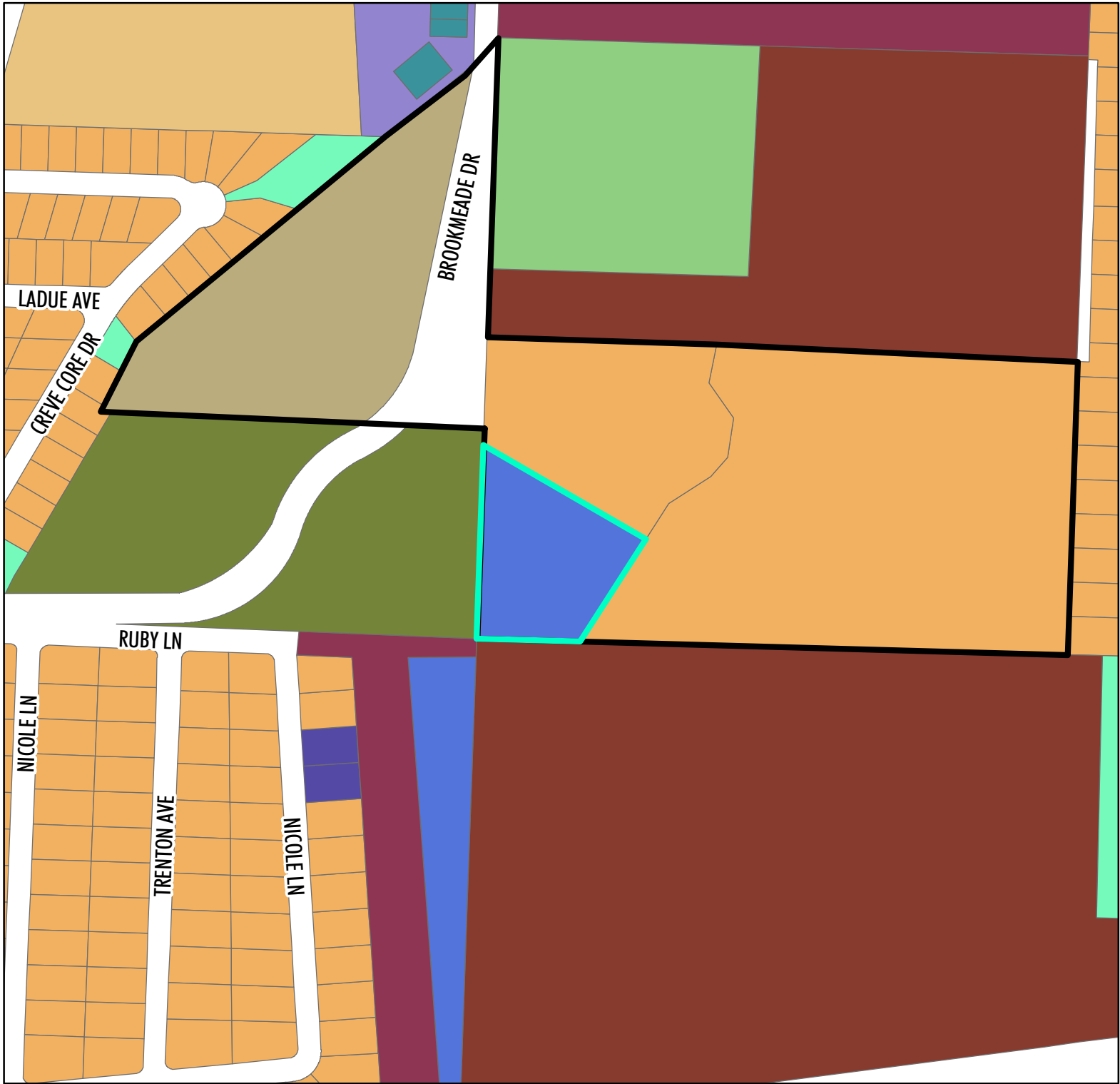
Vicinity Map



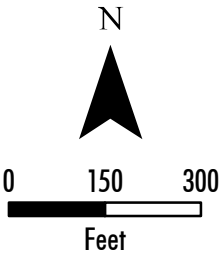
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U.S. SURVEY FEET



Existing Use



Legend

Subject Parcel

 City Limits**Existing Use** Churches Commercial Header Rec Homes for Multi-Family Municipal No AG Acre Res Common Single Family State Vacant Wasteland

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COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET

Current Future Land Use

N



0 150 300
Feet

Legend

 Subject Parcel

 City Limits

City Future Land Use

 Commercial (C)

 Industrial (IN)

 Mixed Use (MU)

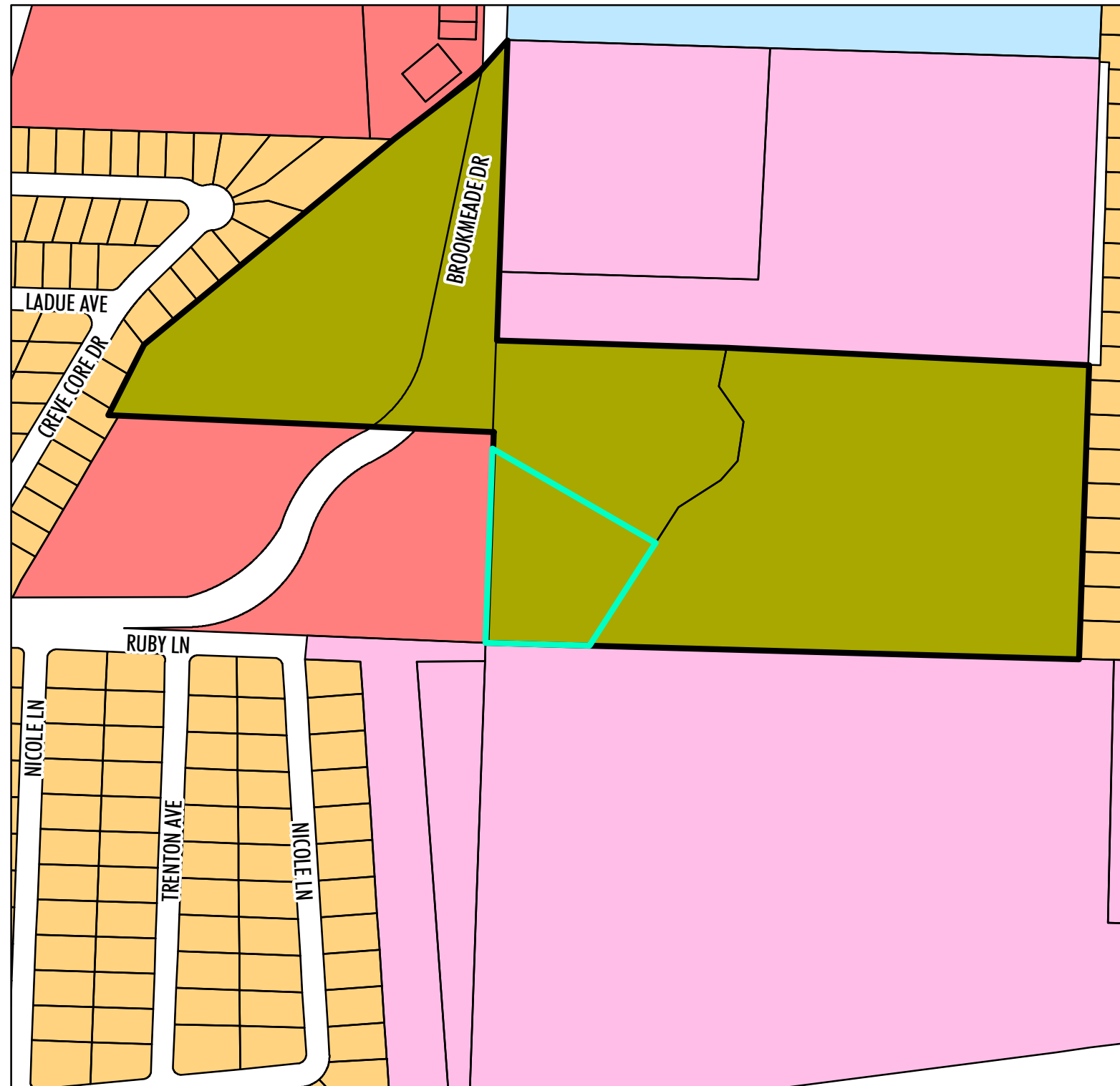
 Conservation (CON)

 Public Lands (PL)

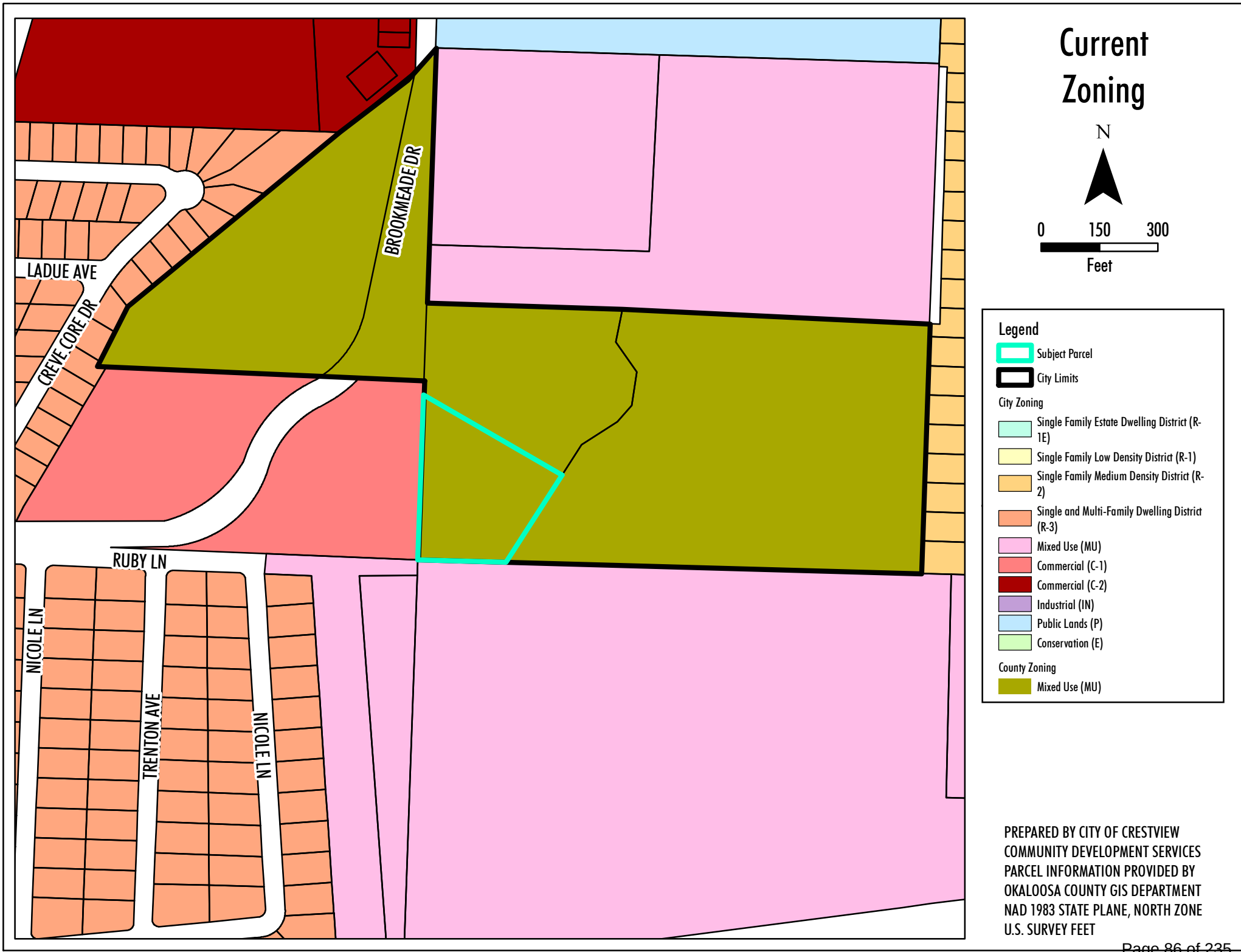
 Residential (R)

County Future Land Use

 Mixed Use (MU)



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OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Proposed Future Land Use



0 150 300
Feet

Legend

 Subject Parcel

 City

City Future Land Use

 Commercial (C)

 Industrial

 Mixed Use

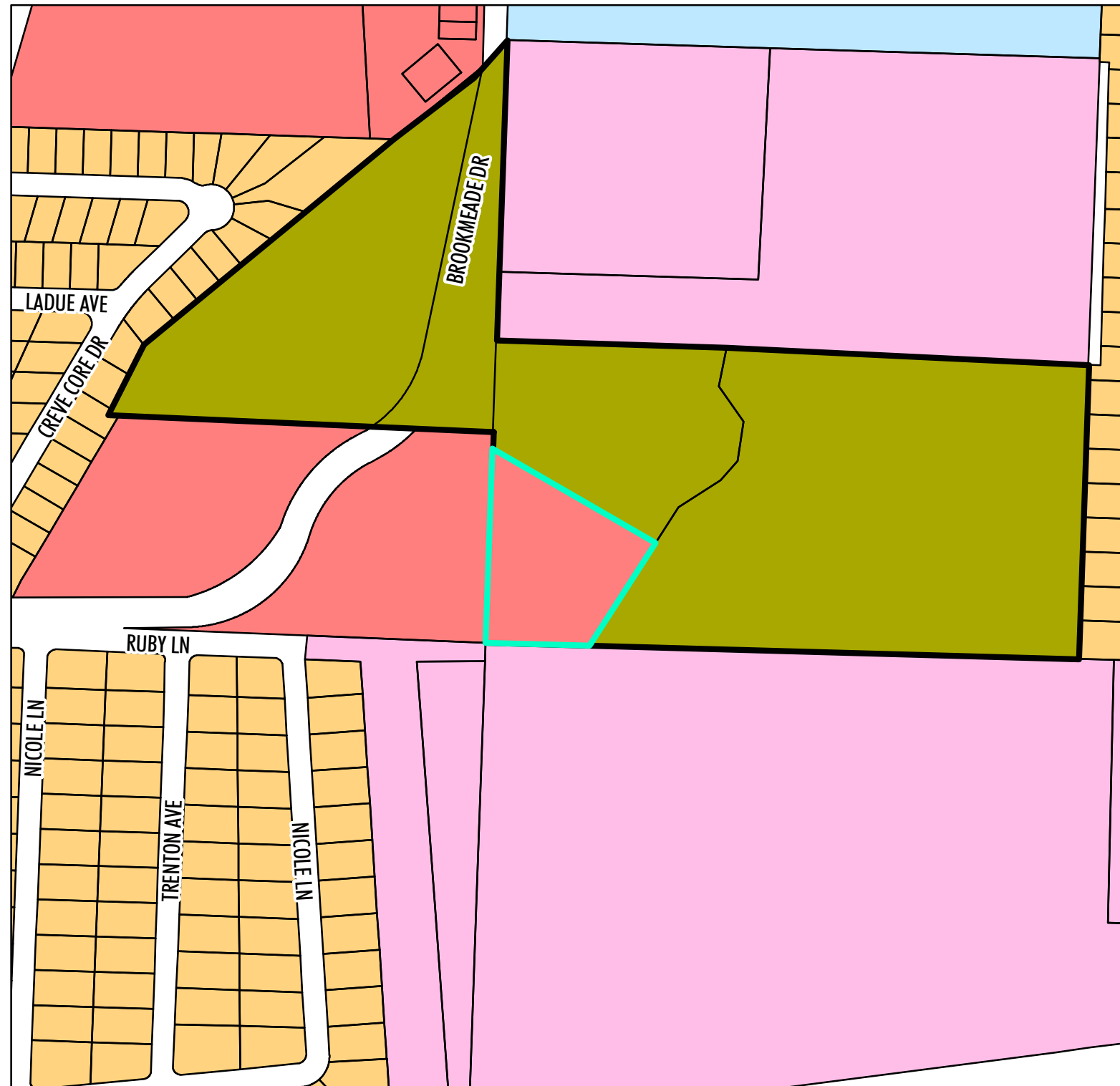
 Conservation (CON)

 Public Lands (PL)

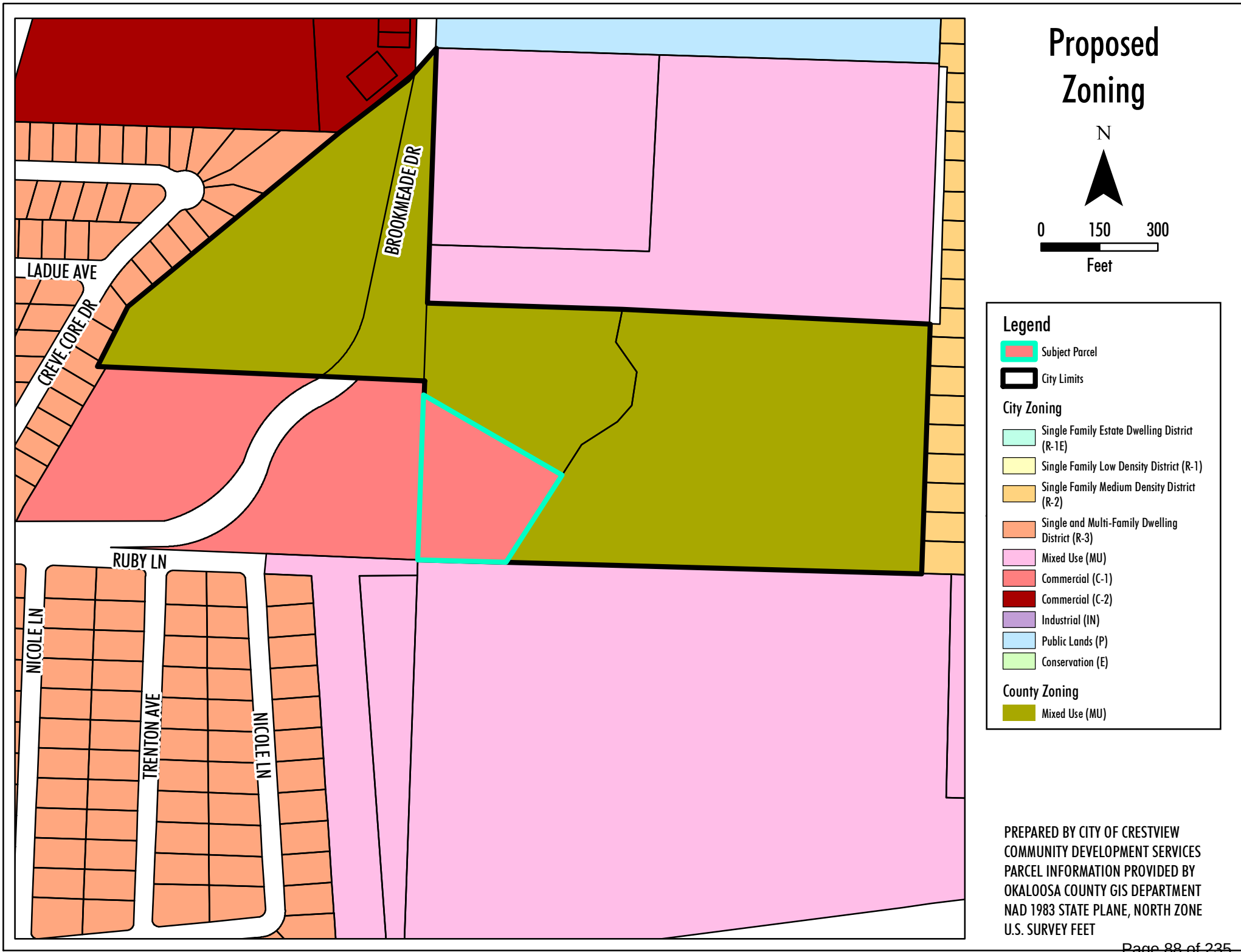
 Residential (R)

County Future Land Use

 Mixed Use



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes, Stephen McCosker, Police Chief
DATE: 6/22/2023
SUBJECT: PSAP Interlocal Agreement

BACKGROUND:

The City of Crestview received An Interlocal Agreement Between Okaloosa County First Responder Agencies. This agreement is a renewal of the previous agreement.

DISCUSSION:

Florida statute allows local governments to cooperate with each other to provide efficient services to their communities.

Prior to these interlocal agreements, if a 911 call was received by the incorrect dispatch center, the caller would have to be transferred to the correct office. This increased the amount of time needed to dispatch first responders.

This interlocal service agreement allows 911 dispatch offices to contact the first responder agency who has jurisdiction over the location of an emergency. Dispatch offices have access to a radio dispatch channel designated for these types of calls.

This agreement allows for faster response times, which could save lives.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows.

Foundational – these are the four areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency – To efficiently & effectively provide the highest quality of public services.

Quality of Life – these six areas focus on the overall experience when provided by the city.

Safety – Ensure the continuous safety of citizens and visitors.

FINANCIAL IMPACT

This agreement will have no financial impact on the City.

RECOMMENDED ACTION

Staff respectfully requests approval of this interlocal agreement.

Attachments

1. Expired PSAP Agreement
2. INTERLOCAL AGREEMENT PSAP 2023 LMH edits 2

Sheriff



Larry Ashley, Okaloosa County Sheriff

Headquarters: 50 2nd Street, Shalimar Florida 32579-1234
Phone: (850) 651-7410, Email: Sheriff@sheriff-okaloosa.org

To: Jay Best, FDLE Inspector Mutual Aid Office

From: David Allen, Captain Okaloosa County Sheriff's Office

Ref: HB 441 Public Safety Answering Point (PSAP) Okaloosa County Interlocal Agreements

In the attachment you will find the PSAP Inter-local Agreements signed by all PSAP centers within Okaloosa County, Florida. The following agencies have provided their signed agreements:

Okaloosa County Sheriff's Office

Niceville Police Department

Valparaiso Police Department

Crestview Fire Department and Crestview Police Department Consolidated Communications

Fort Walton Beach Police Department

All partnering agencies have provided the signed agreement and ensured inter-agency communications are operational as required under F.S.S. 163.01 "Florida Interlocal Cooperation Act of 1969". Should you have any question please feel free to contact me at any time.

A handwritten signature in blue ink, appearing to read "D Allen", with a long horizontal flourish extending to the right.

David Allen, Captain

Special Operations Division

Okaloosa County Sheriff's Office

850-685-1155

dallen@sheriff-okaloosa.org



The Okaloosa County Sheriff's Office is accredited by the
Commission for Florida Law Enforcement Accreditation
"The Okaloosa County Sheriff's Office provides equal access and equal
opportunity in employment and services and does not discriminate"

AN INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY FIRST RESPONDER AGENCIES

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission’s recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, FSS 365.179 requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies (“AGENCY” or collectively “AGENCIES” or “Parties”) within the county which provides for inter— agency communications as required under this law.

NOW, THEREFORE, in consideration of the foregoing, the AGENCIES agree as follows:

Article 1. Purpose

This agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on—duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

Article 2. Definitions

- A. “9-1-1 public safety answering point” or “PSAP” means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.

INTERLOCAL AGREEMENT- PSAP

- B. "First responder agency" includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, as is designated as a primary first responder for the service area in which a 9-1-1 public safety answering point receives 9-1-1 calls. See list of Okaloosa County First Responder Agencies, Exhibit A.
- C. "Public safety emergency" or "event" for purposes of this Interlocal Agreement includes, but is not limited to, an incident where a person(s) is actively engaging in causing death or serious bodily injury to multiple victims. This may be the result of an active shooter and/or other hostile event where the potential for death or serious bodily injury is imminent and/or occurring.

Article 3. Each AGENCY agrees that:

A. Each PSAP will directly provide notice by radio of a public safety emergency to the on-duty personnel of an AGENCY for which the PSAP does not provide primary dispatch functions as follows:

1. Each PSAP shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
2. Upon the occurrence of a public safety emergency, if the primary PSAP with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 shall, upon supervisor approval, immediately broadcast all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the first responders and dispatchers with jurisdiction over the service area where the event is occurring.
3. Notwithstanding, once the event has been dispatched by the primary PSAP with jurisdiction, PSAPs outside the service area of the event will transfer additional 9-1-1 calls to the primary PSAP.

B. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each AGENCY, and/or PSAP shall be responsible for training their respective personnel.

Article 4. Effective Date and Term of Agreement

This Agreement shall take effect upon execution and approval by the hereinafter named AGENCIES and shall continue in full force and effect until January 1, 2021, unless otherwise extended upon the written agreement of each AGENCY.

Article 5. Liability

Each AGENCY shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

Article 6. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 7. Relationship of the Parties

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties. .

Article 8. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency.

Article 9. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

INTERLOCAL AGREEMENT- PSAP

Article 10. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 11. Amendments to this Agreement

Any amendments to this Agreement shall be by written instrument executed by all AGENCIES.

Article 12. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

Article 13. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Okaloosa County, Florida.

Article 14. Entirety of Contractual Agreement

The AGENCIES agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the AGENCIES hereto have caused this Interlocal Agreement to be executed for the uses and purposes set forth herein.

INTERLOCAL AGREEMENT- PSAP

EXHIBIT A FIRST RESPONDER AGENCIES

LAW ENFORCEMENT AGENCIES:

Okaloosa County Sheriff's Office
Fort Walton Beach Police Department
Crestview Police Department
Niceville Police Department
Valparaiso Police Department
Shalimar Police Department
Northwest Florida State College Police Department
Eglin Air Force Base Security Forces
Hurlburt Field Security Forces

FIRE SERVICE AGENCIES:

Ocean City Wright Fire Control District
Okaloosa Island Fire Dept
Florosa Fire
Fort Walton Beach Fire
North Bay Fire
Destin Fire
Hurlburt Fire
Valparaiso Fire
Niceville Fire
East Niceville Fire
Baker Fire
Holt Fire
Dorcas Fire
Almarante Fire
Laurel Hill Fire
Blackman Fire
North Okaloosa Fire
Eglin Air Force Base Fire
Duke Field Fire
Crestview Fire

PUBLIC SAFETY SERVICE PROVIDERS:

Okaloosa County Emergency Management
Okaloosa County Emergency Medical Services
Okaloosa County Beach Safety

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

Harry Ashbey / Okaloosa Co. Sheriff
Print Name of Agency

[Signature]
Signature of Authorized Official

[Signature]
Print Name of Authorized Official

17 day of December, 2019

ATTEST:

By Charles R. Winters day of December, 2019
Okaloosa County Chairman

[Signature] 17 day of December, 2019
Okaloosa County Clerk

[Signature] 17 day of December, 2019
Okaloosa County Administrator

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Okaloosa County Attorney

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

NICEVILLE Police Department

Print Name of Agency

David Popwell

Signature of Authorized Official

DAVID POPWELL

Print Name of Authorized Official

28 day of OCTOBER, 2019

ATTEST:

By Randall Wise
County Mayor/ City/ Town Mayor

28th day of OCTOBER, 2019

David D. Dwyer
County/City Clerk

28th day of OCTOBER, 2019

Sammy Luf
City/ Town Manager/Administrator

31st day of OCTOBER, 2019

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

County Attorney

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

VALPARAISO POLICE DEPT
Print Name of Agency

Joseph C Hart Chief of Police
Signature of Authorized Official

JOSEPH C HART
Print Name of Authorized Official

5 day of Dec, 2019

ATTEST:

By _____ day of _____, 2019
County Mayor/ City/ Town Mayor

Sammy Johnson 5 day of December, 2019
County/City Clerk

City/ Town Manager/Administrator

day of _____, 2019

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

County Attorney

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

Fort Walton Beach Police
Print Name of Agency

R. B. Bage
Signature of Authorized Official

Robert Bage
Print Name of Authorized Official

11 day of November, 2019

ATTEST:

By [Signature] 19 day of November, 2019
County Mayor/ City Town Mayor

[Signature] 3rd day of December, 2019
County/City Clerk

[Signature] 3rd day of December, 2019
City/ Town Manager/Administrator

APPROVED TO FORM AND
LEGAL SUFFICIENCY

[Signature]
County Attorney/
City

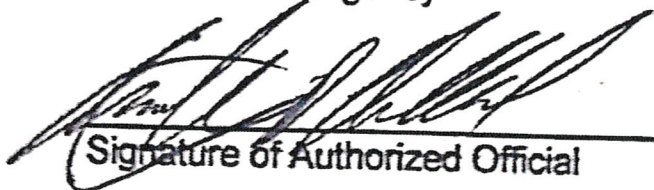


INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

Crestview Fire Department

Print Name of Agency



Signature of Authorized Official

Anthony D Holland

Print Name of Authorized Official

12 day of December, 2019

ATTEST:

By _____ day of _____, 2019
County Mayor/ City/ Town Mayor

County/City Clerk

____ day of _____, 2019

City/ Town Manager/Administrator

____ day of _____, 2019

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

County Attorney

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

96 CES/CEF
EGLIN Fire + Emergency Sv
Print Name of Agency

[Signature]
Signature of Authorized Official

GILLIANO Mark T.
Print Name of Authorized Official

19 day of DECEMBER, 2019

FIRST RESPONDER AGENCY

96 SFS
Eglin Security Forces
Print Name of Agency

[Signature]
Signature of Authorized Official

Lucas C. Hall, Lt Col, USAF
Print Name of Authorized Official

20 day of DECEMBER, 2019

AN INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY FIRST RESPONDER AGENCIES

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission’s recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, Section 365.179, Florida Statutes, requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies (“AGENCY” or collectively “AGENCIES” or “Parties”) within the county which provides for inter--agency communications as required under this law.

NOW, THEREFORE, in consideration of the foregoing, the AGENCIES agree as follows:

Article 1. Purpose

This agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

Article 2. Definitions

- A. “9-1-1 public safety answering point” or “PSAP” means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.
- B. “First responder agency” includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical

INTERLOCAL AGREEMENT- PSAP

services provider, as is designated as a primary first responder for the service area in which a 9-1-1 public safety answering point receives 9-1-1 calls. See list of Okaloosa County First Responder Agencies, Exhibit A.

- C. "Public safety emergency" or "event" for purposes of this Agreement includes, but is not limited to, an incident where a person(s) is actively engaging in causing death or serious bodily injury to multiple victims. This may be the result of an active shooter and/or other hostile event where the potential for death or serious bodily injury is imminent and/or occurring.

Article 3. Each AGENCY agrees that:

A. Each PSAP will directly provide notice by radio of a public safety emergency to the on-duty personnel of an AGENCY for which the PSAP does not provide primary dispatch functions as follows:

1. Each PSAP shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
2. Upon the occurrence of a public safety emergency, if the primary PSAP with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 shall, upon supervisor approval, immediately broadcast all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the first responders and dispatchers with jurisdiction over the service area where the event is occurring.
3. Notwithstanding, once the event has been dispatched by the primary PSAP with jurisdiction, PSAPs outside the service area of the event will transfer additional 9-1-1 calls to the primary PSAP.

B. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each AGENCY, and/or PSAP shall be responsible for training their respective personnel.

Article 4. Effective Date and Term of Agreement

INTERLOCAL AGREEMENT- PSAP

This Agreement shall take effect upon execution and approval by the hereinafter named AGENCIES and shall continue in full force and effect each year thereafter, unless otherwise terminated in writing by a named participating AGENCY. Notice of Termination of this Agreement by a participating Agency shall be in writing and sent to the Okaloosa County Sheriff's Office with all other participating AGENCIES copied with the notice. The Notice of Termination shall be delivered in the following manner:

Okaloosa County Sheriff's Office
Attn: Legal
50 2nd Street
Shalimar, Florida 32579
legal@sheriff-okaloosa.org

Article 5. Liability

Each AGENCY shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

Article 6. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 7. Relationship of the Parties

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties.

Article 8. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency.

Article 9. No Third Party Beneficiaries

INTERLOCAL AGREEMENT- PSAP

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 10. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

Article 11. Amendments to this Agreement

Any amendments to this Agreement shall be by written instrument executed by all AGENCIES.

Article 12. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

Article 13. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Okaloosa County, Florida.

Article 14. Entirety of Contractual Agreement

The AGENCIES agree that this Agreement sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the AGENCIES hereto have caused this Interlocal Agreement to be executed for the uses and purposes set forth herein.

**EXHIBIT A
FIRST RESPONDER AGENCIES**

LAW ENFORCEMENT AGENCIES:

Okaloosa County Sheriff's Office
Fort Walton Beach Police Department
Crestview Police Department
Niceville Police Department
Valparaiso Police Department
Shalimar Police Department
Northwest Florida State College Police Department
Eglin Air Force Base Security Forces
Hurlburt Field Security Forces

FIRE SERVICE AGENCIES:

Ocean City Wright Fire Control District
Okaloosa Island Fire Dept
Florosa Fire
Fort Walton Beach Fire
North Bay Fire
Destin Fire
Hurlburt Fire
Valparaiso Fire
Niceville Fire
East Niceville Fire
Baker Fire
Holt Fire
Dorcas Fire
Almarante Fire
Laurel Hill Fire
Blackman Fire
North Okaloosa Fire
Eglin Air Force Base Fire
Duke Field Fire
Crestview Fire

PUBLIC SAFETY SERVICE PROVIDERS:

Okaloosa County Emergency Management
Okaloosa County Emergency Medical Services
Okaloosa County Beach Safety

INTERLOCAL AGREEMENT- PSAP

FIRST RESPONDER AGENCY

Print Name of Agency

Signature of Authorized Official

Print Name of Authorized Official

_____ day of _____, 2023



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk, Jessica Leavins, Administrative Services Director
DATE: 6/23/2023
SUBJECT: Employee Assistance Program Contract

BACKGROUND:

Since 2019, the need for mental health and whole wellness services has grown significantly. In order to meet the needs of our employees and provide a whole wellness approach, the City of Crestview decided to pursue an Employee Assistance Program (EAP) that could best meet the needs of our employees. The City's current EAP contract with Pattison Professional Counseling Center runs out July 1, 2023.

DISCUSSION:

As part of its efforts to support employee mental health and well-being, the City of Crestview offers an Employee Assistance Program (EAP) in its competitive benefits package. In April 2023, the City sought proposals from EAP providers but received no bids. As a result, we are seeking permission to negotiate directly with vendors to secure EAP services. We have contacted several providers, but their rates were either too high or not suitable for our group size. After careful consideration, we recommend Keystone Peer Review Organization, Inc. (KEPRO) based on their existing contract with State and local providers. KEPRO offers the best rates and has ample providers in the state. The proposed contract would cover EAP services from July 2023 until June 2026 and ensure timely access to practitioners in case of critical incidents.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

FINANCIAL IMPACT

The cost of the contract with KEPRO will vary depending on the number of employees during the contract time. We anticipate \$3000 plus any one-time trainings needed. The previous contract was on average \$1000 annually. This increase in cost will substantially increase the service available to employees and their families. The contract cost has been budgeted in HR Operating supplies.

RECOMMENDED ACTION

Staff respectfully requests a motion for the approval of the EAP contact with Keystone Peer Review Organization, Inc.

Attachments

1. State of Florida EAP Participation Agreement (003)

**STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES
EMPLOYEE ASSISTANCE PROGRAM
PARTICIPATION AGREEMENT**

WHEREAS, the State of Florida, Department of Management Services (“Department”) entered into Contract # DMS-18/19-046 (“EAP Agreement”), effective July 1, 2020, with Keystone Peer Review Organization, Inc. (“Kepro”) for Employee Assistance Program Benefits and Services (“Services”);

WHEREAS, the State of Florida granted authority for governmental entities to independently contract with Kepro for Services (“Participation Agreement”); and

WHEREAS, **CITY OF CRESTVIEW** (“Participating Entity”) desires to participate and receive Services from Kepro under the same terms and conditions as the EAP Agreement. Participating Entity and Kepro may be referred to individually, the “Party” and collectively, the “Parties.”

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

1. **Cooperative Purchasing.** Pursuant to Section 8.11 of the EAP Agreement:

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not directly eligible for services herein may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), Florida Administrative Code.

Participating Entity agrees to receive services from Kepro subject to all terms and conditions of this Participation Agreement and EAP Agreement. As a third-party beneficiary to the EAP Agreement, Participating Entity shall be responsible for all costs and liabilities associated with services provided under this Participation Agreement. The State of Florida shall not be liable for the obligations of the Participating Entity or any other entity which uses services provided under the EAP Agreement.

2. **Term.** The initial term (“Initial Term”) of the Participation Agreement shall be effective on July 1st 2023 (“Effective Date”) and shall remain in full force and effect until the earlier of (i) June 30, 2026 or (ii) the date upon which the EAP Agreement is terminated.

3. **Renewal.** Unless this Participation Agreement is earlier terminated, the Participation Agreement may be renewed by mutual written agreement of Kepro and Participating Entity for a period not to exceed five (5) years. Any such renewal is limited to the term of the then current EAP Agreement between the State of Florida and Kepro.

4. **Services Provided.** Kepro shall provide the following Services.

Employee Overview	
Total Employee Count	
Per Employee Per Month (PEPM) Rate	\$0.81 PEPM
Four (4) counseling sessions per problem area, per year per Participant	
Critical Incident Stress Debriefings	
Critical Incident Support, onsite	Fee for service
Fee-for-service: Critical Incident Support	\$300.00 per hour
Training & Onsite Services	
Training and On-site services	Fee for service
Fee-for-service: Training or onsite support	\$250.00 per hour
Ad Hoc Services	
Dependent Coverage	\$0.13 PEPM

5. **Notice.** All communications, including notices, required or permitted to be given under this Participation Agreement shall be in writing and directed to the Parties at the addresses stated below. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt request. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

To Kepro:

Keystone Peer Review Organization, Inc.
Attn: Contracts Department
777 East Park Drive
Harrisburg, PA 17111

To Participating Entity:

6. **Incorporation by Reference.** The following are incorporated herein by reference and made a part hereof:
- (a) Contract # DMS-18/19-046 between the State of Florida, Department of Management Services and Keystone Peer Review Organization, Inc.; and
 - (b) Exhibit A, Business Associate Agreement.
7. **Successors and Assigns.** This Participation Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
8. **Entire Agreement.** This Participation Agreement and the EAP Agreement, collectively, are the

complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect to the provision of employee assistance program services.

IN WITNESS WHEREOF, each party has caused this Participation Agreement to be duly executed by its authorized representative.

Keystone Peer Review Organization, Inc.

Participating Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Business Associate Agreement

This Business Associate Agreement (“Agreement”), effective as of the later date of the parties’ signatures below (“Effective Date”) is made by and between _____ (“Plan Sponsor”) on behalf of the _____ Services Plan (the “Plan”) and Keystone Peer Review Organization, Inc. (“Business Associate”), (individually, the “Party” and collectively, the “Parties”), in order to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended and its implementing privacy, security and breach notification regulations (“HIPAA”), including as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act in Public Law 111-5, 42 U.S.C. § 17921-54 and its implementing regulations, each as amended (collectively, the “HITECH Act”), and any other applicable state and federal confidentiality laws, as they may be amended from time to time.

WHEREAS, the parties to this Agreement desire to establish the terms under which Business Associate may use or disclose Protected Health Information (as defined herein) such that the Plan may comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) (“HIPAA Privacy Regulation” and/or “HIPAA Security Regulation”) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by the U.S. Department of Health and Human Services;

WHEREAS, Plan Sponsor has established and maintains an EAP service plan of health care benefits which is an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”), and, therefore, a health plan under HIPAA;

WHEREAS, Plan Sponsor has contracted with Business Associate to provide certain EAP services with respect to the Plan which are described and set forth in the Employee Assistance Program Participation Agreement (“Participation Agreement”), as amended from time to time;

WHEREAS, Plan Sponsor is authorized to enter into this agreement on behalf of Plan; and

NOW, THEREFORE, in consideration of the following mutual covenants and agreements contained herein, it is understood and agreed by and between the Parties as follows:

ARTICLE 1 DEFINITIONS

Terms used herein, but not otherwise defined, shall have meaning ascribed by Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time. Should any term set forth in 45 CFR Parts 160 or 164 conflict with any defined term herein, the definition found in 45 CFR Parts 160 or 164 shall prevail.

1.1 Breach. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted which compromises the security or privacy of such information as defined and subject to the exceptions set forth in 45 CFR § 164.402.

1.2 Breach Notification Rule. “Breach Notification Rule” means the HIPAA Regulations pertaining to breaches of unsecured PHI as codified in 45 CFR Parts 160 and 164.

1.3 Designated Record Set. “Designated Record Set” means a group of records maintained by or for a covered entity, as defined by the HITECH Act, that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

1.4 Electronic PHI. “Electronic PHI” or “EPHI” means PHI that is transmitted by or maintained in electronic media as defined by the Security Rule.

1.5 Individual. “Individual” means the same as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).

1.6 Law. “Law” means all applicable federal and state statutes and all relevant regulations.

1.7 Privacy Rule. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.

1.8 Protected Health Information (“PHI”). “Protected Health Information” or PHI has the same meaning as the term “Protected Health Information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of the Plan.

1.9 Secretary. “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

1.10 Security Incident. “Security Incident” shall have the meaning set out in the Security Rule. Generally, a “Security Incident” shall mean any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or systems operations in an electronic information system.

1.11 Security Rule. “Security Rule” means the Security Standards and Implementation Specifications at 45 CFR parts 160 and 164, subparts A and C, as they may be amended from time to time.

1.12 Unsecured PHI. “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of either the encryption method or the destruction method, as defined in Department of Health and Human Services (“HHS”) guidance published on April 27, 2009 (74 FR 19006) and modified by guidance published on August 24, 2009 (74 FR 42740), as amended. Unsecured PHI can include information in any form or medium, including electronic, paper or oral.

ARTICLE 2 BUSINESS ASSOCIATE OBLIGATIONS

Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HITECH Act applicable to business associates (as defined by the HITECH Act), including:

2.1 Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use, maintain, transmit or disclose PHI except as necessary to provide services to or on behalf of the Plan and except as required by Law. Business Associate may use and disclose

PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

2.1.1 provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements in the HITECH Act and this Agreement;

2.1.2 obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;

2.1.3 agree to notify the Plan of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HITECH Act.

2.2 Disclosure to Business Associate's Agents and Subcontractors. If Business Associate discloses PHI to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement and to comply with the applicable requirements of the Privacy Rule, Security Rule, HITECH Act, Breach Notification Rule and other Law with respect to such information. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, stores, uses or transmits on behalf of the Plan in accordance with Law. Business Associate shall be liable to the Plan for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

2.3 Disclosure to Plan and Plan Sponsor (and their Subcontractors). Other than disclosures permitted by Section 2.1 above, Business Associate will not disclose Individuals' Protected Health Information to the Plan, its Plan Sponsor, or any business associate or subcontractor of such parties except as set forth in Section 2.11.

2.4 Data Aggregation. Except as otherwise limited in the EAP Agreement or Participation Agreement, Business Associate is permitted to use and disclose PHI for data aggregation purposes, subject to the requirements of HIPAA and the HITECH Act.

2.5 Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HITECH Act expressly applies.

2.6 Safeguards. Business Associate agrees to maintain appropriate safeguards as required by Law, including without limitation, a written security program that contains the necessary administrative, physical and technical safeguards to ensure that PHI or EPHI is not used, maintained, transmitted or disclosed other than as provided by this Agreement or as required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the

confidentiality, integrity and availability of any EPHI it creates, receives, maintains, stores, uses, transmits or discloses on behalf of the Plan in accordance with Law.

Business Associate shall ensure, at a minimum, that:

2.6.1 PHI or EPHI will be maintained in locked and secured areas when PHI or EPHI is not in use;

2.6.2 Facsimile machines receiving EPHI shall not be located in a public area;

2.6.3 EPHI stored electronically shall be password protected;

2.6.4 PHI and EPHI will not be shared with outside organizations; and

2.6.5 PHI and EPHI will be used internally on a need to know basis only.

2.7 Individual Rights

2.7.1 Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI as required by and in accordance with 45 CFR § 164.528 as amended by the HITECH Act and its implementing regulations. Business Associate, in accordance with 45 CFR § 164.528, does not need to document disclosures of PHI that are for treatment, payment or healthcare operations or disclosures that are incidental to another permissible disclosure. If Business Associate or its agents or subcontractors uses or maintains PHI in an electronic record of health-related information created, gathered or maintained or consulted by authorized health care clinicians and staff, then Business Associate and its agents and subcontractors shall document and make available to the Plan the information required to provide an accounting of disclosures to enable the Plan to fulfill its obligations under the HITECH Act as of the date compliance is required under the HITECH Act or its implementing regulations, including disclosures and uses relating to treatment, payment and health care operations.

2.7.2 Business Associate agrees to provide to the Plan, within thirty days of the request, in a mutually agreed upon form, information collected in accordance with 2.7.1 above to the extent required to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, as amended by the HITECH Act. The Plan shall provide to Business Associate within 30 days of the effective date of this Agreement, a written explanation of the Plan's requirements under this section (b) in sufficient detail to enable the Plan to comply with such requirements. The Plan agrees to respond promptly to requests from Business Associate for clarification of such requirements, and Business Associate may rely on such responses. The Parties agree to work together in good faith to resolve any disagreement over the requirements of 45 CFR § 164.528, as amended by the HITECH Act. The Plan will be responsible for the reasonable costs incurred by Business Associate to respond to a request for an accounting of disclosures. The Plan, rather than Business Associate, will directly handle all requests for accounting from an Individual. Business Associate shall promptly forward all requests for accounting it receives from Individuals to the Plan.

2.7.3 Business Associate shall, at the request of the Plan, provide PHI maintained in a Designated Record Set to the Plan or, as directed by the Plan, to an Individual in order to meet the requirements of an Individual's right of access and requests for access to his or her PHI. An Individual's right of access to PHI includes the right to access EPHI contained in an electronic health

record. The Plan will be responsible for the reasonable costs incurred by Business Associate to respond to a request for access. The provision of access to the Individual's PHI or EPHI and any denials of access to PHI or EPHI shall be the sole responsibility of the Plan. If Business Associate or its agents or subcontractors maintains or uses PHI, then promptly after receipt of a request from the Plan, Business Associate shall make a copy of such PHI available to the Plan in an electronic format in order to enable the Plan to fulfill its obligations under the HITECH Act and the Privacy Rule.

2.8 De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to the Plan and permitted by law and (ii) the de-identification is in compliance with 45 CFR §164.502(d) and (iii) the de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).

2.9 Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure or request is used or disclosed.

2.10 Notice of Privacy Practices. Business Associate shall abide by the limitations of the Plan's notice of privacy practices ("Notice of Privacy Practices") of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to the Plan's Notice of Privacy Practices; provided, however, that the amended Notice of Privacy Practices shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice of Privacy Practices.

2.11 Disclosures of Protected Health Information. The following provisions apply to disclosures of Protected Health Information to the Plan, Plan Sponsor and other business associates of the Plan.

2.11.1 Disclosure to Plan. Unless otherwise provided by this Section 2.11, all communications of Protected Health Information by Business Associate shall be directed to the Plan.

2.11.2 Disclosure to Plan Sponsor. Business Associate may provide Summary Health Information regarding the Individuals in the Plan to Plan Sponsor upon Plan Sponsor's written request for the purpose either (a) to obtain premium bids for providing health insurance coverage for the Plan, or (b) to modify, amend or terminate the Plan. Business Associate may provide information to Plan Sponsor on whether an individual is participating in the Plan or is enrolled in or has disenrolled from any insurance coverage offered by the Plan.

2.11.3 Disclosure to Other Business Associates and Subcontractors. Business Associate may disclose Individuals' Protected Health Information to other entities or business associates of the Plan if the Plan authorizes Business Associate in writing to disclose Individuals' Protected Health Information to such entity or business associate. The Plan shall be solely responsible for ensuring that any contractual relationships with these entities or business associates and subcontractors comply with the requirements of 45 Code of Federal Regulations § 164.504(e) and § 164.504(f).

2.12 Security Incident / Unauthorized Disclosure of PHI.

2.12.1 Business Associate shall report to the Plan any instances, including Security Incidents, of which it is aware in which PHI or EPHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement. In the event that Business Associate knows of: (i) any suspected Breach of any individual PHI or EPHI; (ii) a Security Incident (i.e. PHI was inappropriately used, disclosed, released or obtained) or (iii) a Breach of Unsecured PHI, Business Associate shall notify the Plan in writing within five

(5) calendar days of such Breach. Notification shall include detailed information about the Breach, including, but not limited to, the nature and circumstances of such Breach, the means by which PHI or EPHI was or may have been breached (e.g. stolen laptop; breach of security protocols; unauthorized access to computer systems, etc.), the names and contact information of all individuals affected or reasonably believed by the Business Associate to be affected, and such other information as the Plan may reasonably request. Any delay in notification must include evidence demonstrating the necessity of the delay. The notice shall also set forth the remedial action taken or proposed to be taken with respect to such prohibited use or disclosure. Business Associate and the Plan agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or successful Security Incident. The Party responsible for the breach shall bear the cost of any required notifications and corrective actions (e.g. credit monitoring services). The Business Associate will provide the Plan with any reasonable information known by Business Associate that the Plan needs for the required notifications under the Breach Notification Rule. The Plan shall have responsibility for determining that an incident is a Breach, including the requirement to perform a risk assessment. However, the Business Associate is expected to perform a risk assessment and provide such assessment to the Plan. Further, Business Associate shall provide and pay for required notifications to Individuals, HHS and/or the media, as requested by the Plan.

2.12.2 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or EPHI by Business Associate in violation of the requirements of this Agreement.

2.13 Prohibited Actions. With respect to PHI and EPHI, Business Associate agrees to:

2.13.1 not directly or indirectly receive remuneration in exchange for any PHI as prohibited by, and subject to the exceptions under the HITECH Act, Privacy Rule, and state law as of their respective compliance dates.

2.13.2 not make or cause to be made any communication about a product or service that encourages recipients of the communication to purchase or use the product or service as prohibited by, and subject to the exceptions under the HITECH Act and the Privacy Rule, as of their respective compliance dates. Business Associate agrees to comply with applicable federal and state Law regarding marketing communications involving the use of disclosure of PHI; and

2.12.3 not make or cause to be made any written fundraising communications that is a Health Care Operation without provision, in a clear and conspicuous manner, of an opportunity for the recipient to elect not to receive further fundraising communications in accordance with the HITECH Act and the Privacy Rule as of their respective compliance dates. Business Associate further agrees to comply with all applicable Law regarding the use of PHI for fundraising communications.

ARTICLE 3

THE PLAN'S OBLIGATIONS

3.1 If applicable to the Plan under the Law, the Plan shall:

3.1.1 provide Business Associate a copy of its Notice of Privacy Practices produced by the Plan in accordance with 45 CFR 164.520 as well as any changes to such notice;

3.1.2 provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

3.1.3 notify Business Associate of any restriction to the use and/or disclosure of PHI to which the Plan has agreed in accordance with 45 CFR 164.522;

3.1.4 notify Business Associate of any amendment to PHI to which the Plan has agreed that affects a Designated Record Set maintained by Business Associate; and

3.1.5 if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

ARTICLE 4 MUTUAL OBLIGATIONS

4.1 Confidential Information. Both Parties acknowledge that in the course of performing under this Agreement, each Party may learn or receive confidential, trade secret or other proprietary information ("Confidential Business Information") concerning the other Party, or third parties to whom the other Party has an obligation of confidentiality. Each Party shall take all necessary steps to provide the maximum protection to the other Party's Confidential Business Information and records. Each Party agrees to take at least such precautions to protect the other Party's Confidential Business Information as it takes to protect its own Confidential Business Information, but shall in no instance less than a reasonable degree of care. Such information shall not be disclosed to third parties without the express written consent of the Party to whom the information belongs. The Parties shall not utilize any Confidential Business Information belonging to the other Party other than as expressly permitted by this Agreement or otherwise in writing. Each Party shall retain sole ownership of its own Confidential Business Information.

4.2 Electronic Transactions and Code Sets. Both Parties understand and agree that they are required to comply with the HIPAA Standards for Electronic Transactions, 45 CFR Parts 160 and 162 (HIPAA Electronic Transaction Law) as amended from time to time. The HIPAA Electronic Transaction Law requires Business Associate to conduct certain transactions as "standard transactions" using defined medical data code sets. Business Associate agrees that it will require its subcontractors, vendors, and independent contractors to comply with HIPAA Electronic Transaction Law as applicable. Business Associate agrees that it will not:

4.2.1 change the definition, data condition, or use of a data element or segment in a standard;

4.2.2 add any data elements or segments to the maximum defined data set;

4.2.3 use any code or data elements that are either marked "not used" or not included in the standard's implementation specification(s); or

4.2.4 change the meaning or intent of the standard's implementation specification(s).

4.3 Upon the enactment after the date of this Agreement of any Law or regulation affecting the use or disclosure of PHI, or the publication after the date of this Agreement of any decision of a court of the United States relating to any such Law, or the publication after the date of this Agreement of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such Law or regulation, the Plan and Business Associate shall jointly agree to negotiate in good faith to amend this Agreement in such manner as necessary to comply with such Law or regulation. If the Plan and Business Associate cannot come to an

agreement within thirty (30) calendar days following the initial amendment discussion between the Plan and Business Associate, this Agreement will terminate upon written notice to the other Party.

ARTICLE 5 TERM AND TERMINATION

5.1 This Agreement will continue in full force and effect for as long as the EAP Agreement remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the EAP Agreement.

5.2 Termination for Breach. Either Party may terminate this Agreement in the event of material breach by the other Party, upon thirty (30) days' prior written notice, unless the breach is cured during the notice period

5.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform the Plan in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

ARTICLE 6 MISCELLANEOUS

6.1 Rights of Proprietary Information. The Plan retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

6.2 Survival. The respective rights and obligations of Business Associate with regard to the return of records to the Plan shall survive the termination of the Agreement.

6.3 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative at the respective address indicated herein or sent by means of a reputable overnight carrier or certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

6.4 Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. Amendments as determined by the Plan to be necessary to effect compliance with legislative, regulatory, or other legal authority do not require the consent of Business Associate and shall be effective immediately upon Business Associate's receipt from the Plan of notice of amendment.

6.5 Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to applicable conflict of laws principles.

6.6 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, the Plan retains the right to assign or delegate any

of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

6.7 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of Plan Sponsor and employee between the Parties.

6.8 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized officer of the Party making the waiver.

6.9 Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

6.10 No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

6.11 Headings. The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

6.12 Entire Agreement. This Agreement, together with all the exhibits, riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits or Riders, the provisions of this Agreement shall control.

6.13 Regulatory References. A citation in this Agreement to the Code of Federal Regulations means the cited section as that section may be amended from time to time.

6.14 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the HITECH Act. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HITECH Act.

Signature page follows

Keystone Peer Review Organization, Inc.

Plan Sponsor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Director of Operations, Jayce Vanderford, Project Manager
DATE: 6/22/2023
SUBJECT: Twin Hills Gymnasium Roof Restoration and Renovations

BACKGROUND:

The gymnasium located at Twin Hills Parks was built in the 1970's and has served the community for over 50 years. Over time, the facility has progressively become worn and outdated and in need of major renovations to improve the overall function of the facility. City staff gathered data and produced a list of all the renovations required to restore the gymnasium to its proper operational standards. At the top of the list is the leaking roof, which was identified by staff as the top priority.

DISCUSSION:

City staff engaged with multiple roofing contractors for assessments and estimates. Tremco Roofing and Building Maintenance has provided a solution for addressing and repairing the roof leaks, with an added warranty. Based on Tremco's assessment findings, in lieu of replacing the roof with the same type of metal roof system, it is recommended to have the roof restored by seal coating the existing roof. The existing type of metal roof (Exposed Fastener Panel) is susceptible to leaking whether it is a new roof or an existing roof due to the fasteners penetrating the metal roof panels to attach to the structure. Restoring the roof with seal coating versus replacing it with the same type of metal roof system is currently a better waterproofing option, and more affordable financially. The restoration is expected to last 12-15 years once waterproofing is complete. The restoration provides a 12-year labor/material warranty.

Following the roof restoration, City staff recommends, engaging with one of our engineering firms to design and deliver a set of biddable building restoration plans due to the large scope of needed building improvements and permit requirements.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The roof restoration was quoted at \$66,000 with a 12-year labor/material warranty by Tremco Roofing and Building Maintenance. Funding is available in the General and Administrative Contingencies account. (001.0311.511.95.00)

RECOMMENDED ACTION

Staff respectfully requests a motion to approve and proceed with the Twin Hills gymnasium roof restoration by Tremco Roofing and Building Maintenance and to engage with an engineering firm to provide biddable building restoration design plans.

Attachments

1. Twin Hills Gymnasium Renovation Project Brief
2. Roof Restoration Quote Comparison
3. Tremco Roof Assessment



City of Crestview

Twin Hills Park Gymnasium Renovation Project Binder



Project Brief

DOCUMENT TITLE	Project Brief	DOCUMENT AUTHOR	Jayce Vanderford
CURRENT VERSION	1.2	EFFECTIVE FROM DATE	6/16/2023
APPROVAL BODY	City Council	APPROVAL DATE	

PROJECT NAME	Twin Hills Park Gymnasium Renovation
PROJECT OWNER	City of Crestview
PREPARED BY	Jayce Vanderford

1. BACKGROUND AND INTRODUCTION

IN A COUPLE OF SENTENCES, PLEASE SAY WHAT THE PROPOSAL IS ALL ABOUT	A proposal to renovate the gymnasium at Twin Hills Park. Renovations to include interior/exterior building improvements. More details listed in the scope.
WHY ARE WE DOING IT?	The gymnasium located at Twin Hills Parks was built in the 1970's and has served the community for over 50 years. Over time, the facility has progressively become worn and outdated and is in need of major renovations to improve the overall long term function of the facility.

2. WILL THE PROJECT SUPPORT THE ORGANIZATION'S STRATEGIC OBJECTIVES?

WHICH OBJECTIVES?	This project is consistent with the goals in A New View Strategic Plan 2020 as follows: Quality of life, safety, mobility, opportunity, community culture
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3. BRIEFLY, WHO WILL BENEFIT FROM THIS PROJECT AND HOW?

WHO?	HOW?
STAFF	Improved operation/use, Improved quality
CITIZENS	Improved operation/use, Improved quality
PARTNERS	
STAKEHOLDERS	
OTHER	

4. IDENTIFY STAKEHOLDERS

Anyone with an interest in the projects outcome

NAME	DEPARTMENT/ORGANIZATION	ROLE	CONTACT
Jayce Vanderford	City of Crestview	Project Manager	850-797-8707
Chuck Powell	City of Crestview	BFM Director	850-582-4220
City Council	City of Crestview	Council Members	Email
Cody Suggs	City of Crestview	BFM Supervisor	850-546-0012
Tim Bolduc	City of Crestview	City Manager	Email

5. WHAT IS AND IS NOT INCLUDED IN THIS PROJECT?

IN SCOPE – INCLUDED	OUT OF SCOPE - EXCLUDED
Interior: Spray Foam Wall Insulation, Block Walls Option A, Wood Panel (OSB) Walls Option B, Interior Paint, Carpet Around Court, Epoxy Court 1, HVAC, 2nd Story Improvements, Concession Stand Improvements, Indoor Bathroom Improvements, Replace worn sheetrock, Mini Split in Offices. Exterior: Wall Repair, Restroom Door Assemblies, All Exterior Door Assemblies, Seal Coat Roof, Gutter Covers, Building Lettering, Exterior Paint	

6. WHAT ARE THE ESTIMATED TIMESCALES FOR THE PROJECT?

START DATE	April FY- 2024	END DATE	November FY - 2025
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7. WHAT ARE THE ESTIMATED COSTS

FEASIBILITY STUDY		TOTAL PROJECT	Pending Procurement
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8. HOW DO YOU PROPOSE THE PROJECT WILL BE FUNDED

SOURCE OF FUNDING	AMOUNT
Building Facility Maintance Budget	Pending Procurement

8. WHAT KEY ACTIONS NEED TO OCCUR FOR THE PROJECT TO HAPPEN

ACTION(S)
1. Work to be performed and completed before basketball season 2024. 2. Engineered design plans 3. Procured contractor through RFP

9. WHAT INITIAL RISKS ARE ASSOCIATED WITH THIS PROJECT?

	RISK DESCRIPTION
1	Failure to identify and assess risks
2	Failure to implement risk management measures
3	Failure to monitor and review risks
4	Failure to communicate risk information
5	Failure to report risk incidents
6	Failure to investigate and learn from risk incidents
7	Failure to update risk assessment
8	Failure to train staff on risk management
9	Failure to establish a risk culture
10	Failure to allocate resources for risk management
11	Failure to engage stakeholders in risk management
12	Failure to consider ethical implications of risks
13	Failure to consider environmental impacts of risks
14	Failure to consider social impacts of risks
15	Failure to consider economic impacts of risks
16	Failure to consider legal implications of risks
17	Failure to consider regulatory requirements for risk management
18	Failure to consider industry best practices for risk management
19	Failure to consider international standards for risk management
20	Failure to consider emerging risks
21	Failure to consider cascading risks
22	Failure to consider systemic risks
23	Failure to consider reputational risks
24	Failure to consider financial risks
25	Failure to consider operational risks
26	Failure to consider strategic risks
27	Failure to consider compliance risks
28	Failure to consider security risks
29	Failure to consider privacy risks
30	Failure to consider data protection risks
31	Failure to consider intellectual property risks
32	Failure to consider contract risks
33	Failure to consider supply chain risks
34	Failure to consider customer risks
35	Failure to consider employee risks
36	Failure to consider community risks
37	Failure to consider government risks
38	Failure to consider media risks
39	Failure to consider public opinion risks
40	Failure to consider market risks
41	Failure to consider technology risks
42	Failure to consider innovation risks
43	Failure to consider sustainability risks
44	Failure to consider climate change risks
45	Failure to consider biodiversity risks
46	Failure to consider water risks
47	Failure to consider energy risks
48	Failure to consider raw material risks
49	Failure to consider labor risks
50	Failure to consider human rights risks
51	Failure to consider anti-corruption risks
52	Failure to consider bribery risks
53	Failure to consider tax risks
54	Failure to consider accounting risks
55	Failure to consider financial reporting risks
56	Failure to consider internal control risks
57	Failure to consider fraud risks
58	Failure to consider money laundering risks
59	Failure to consider terrorism risks
60	Failure to consider cyber risks
61	Failure to consider network risks
62	Failure to consider system risks
63	Failure to consider data risks
64	Failure to consider information risks
65	Failure to consider knowledge risks
66	Failure to consider skills risks
67	Failure to consider talent risks
68	Failure to consider leadership risks
69	Failure to consider governance risks
70	Failure to consider board risks
71	Failure to consider executive risks
72	Failure to consider director risks
73	Failure to consider shareholder risks
74	Failure to consider creditor risks
75	Failure to consider supplier risks
76	Failure to consider distributor risks
77	Failure to consider retailer risks
78	Failure to consider wholesaler risks
79	Failure to consider agent risks
80	Failure to consider broker risks
81	Failure to consider consultant risks
82	Failure to consider advisor risks
83	Failure to consider expert risks
84	Failure to consider specialist risks
85	Failure to consider niche risks
86	Failure to consider boutique risks
87	Failure to consider luxury risks
88	Failure to consider premium risks
89	Failure to consider exclusive risks
90	Failure to consider limited risks
91	Failure to consider rare risks
92	Failure to consider scarce risks
93	Failure to consider precious risks
94	Failure to consider valuable risks
95	Failure to consider important risks
96	Failure to consider significant risks
97	Failure to consider major risks
98	Failure to consider critical risks
99	Failure to consider severe risks
100	Failure to consider catastrophic risks

Also consider how this project will affect any other projects or systems both during and after

1. How would construction affect day to day gym operation. 2. Construction will need to be completed before basketball season 2024.

10. RESOURCES NEEDED

Project Owner Sign-Off: _____

Date: _____



ONE CITY ONE MISSION



Project Budget

Deliverables	Units	Unit Cost	Total	Description
Interior Wall/Insulation	1	27,720 \$	27,720	Replace existing wall with spray foam insulation
Exterior Wall Patching	1	10,888 \$	10,888	Repair exterior walls for holes
Court 1 Floor Epoxy	1	10,000 \$	10,000	Repair epoxy floors on Court 1
Office Improvements	1	5,000 \$	5,000	Plywood walls over offices and install air vents
Install hood over front wall	1	1,000 \$	1,000	Prevent weather from entering building
Replace entrance sheetrock	1	800 \$	800	Replace sheetrock ceiling at entrance
Install Office Mini Splits	1	6,500 \$	6,500	Provide AC to offices
Repair roof seal coat	1	63,000 \$	63,000	prevent rain leaking into building
Paint building exterior	1	15,000 \$	15,000	repaint entire building exterior
Paint building interior	1	10,000 \$	10,000	repaint entire building interior
Install building HVAC System	1	172,892 \$	172,892	Install HVAC system for entire building
Install gutter covers	1	6,000 \$	6,000	prevent gutter clogging and rebuilding drainage system
Install security cameras	1	1,000 \$	1,000	security cameras to cover building interior/exterior
Exterior building lettering	1	1,000 \$	1,000	Update lettering on building exterior
Exterior restroom doors	1	8,000 \$	8,000	replace exterior bathroom door assemblies
Building exterior doors	1	9,500 \$	9,500	replace all exterior door assemblies and garage door
Second story improvements	1	3,000 \$	3,000	to include attic and stairs to attack
Concession Improvements	1	3,000 \$	3,000	Add ventilation to concession area
Project Estimated Cost		\$	354,300	
Contingency (20 %)		\$	70,860	
TOTAL		\$	425,160.00	





City of Crestview

Quote Comparison Form

Requisition No. _____
Date: 06/19/2023

Name Jayce Vanderford
Dept: Operations Management

Item/Service Requested:
Twin Hills Gymnasium Roof Restoration

Quote 1

Company Tremco Roofing

Vendor No. _____

Quote Replace \$370,000 / Restore \$66,000

☐ mail ☐ telephone
☐ fax ☒ email ☐ other

Contact Jason Moore
Phone No. 904-627-8749

Quote 2

Company The Garland Company Inc

Vendor No. _____

Quote Replace \$600,000

☐ mail ☐ telephone
☐ fax ☐ email ☐ other

Contact Ben Reynolds
Phone No. 216-641-7500

Quote 3

Company Unable to locate qualified commercial roofer.

Vendor No. _____

Quote _____

☐ mail ☐ telephone
☐ fax ☐ email ☐ other

Contact _____
Phone No. _____

I hereby affirm that the above quotes have been sought and conform in every respect with the requirements of the City's Purchasing Manual.

Wayne Stahl

Department Head

WTI General Services Proposal

Proposal Prepared for:

**City of Crestview
ATTN: Mr. Stan McKenzie**

Twin Hills Park Gym - Roof Restoration

**Omnia Partners Cooperative Contract #
FL-R180903-317765**



A Subsidiary of Tremco Incorporated

3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

02/10/17

Page 132 of 235

WTI General Services Proposal

Re: Project Name/Address: Twin Hills Park Gym - Roof Restoration
Customer (the "Customer"): City of Crestview

Dear Mr. Stan McKenzie,

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

CONTRACT PRICE:

\$ 66,000.00 ☐ Plus tax ☐ Tax included ☐ Tax exempt ☐ No tax
☐ Labor Only ☐ Time and Materials ☐ NTE ☒ Lump Sum

SCOPE OF WORK (THE "WORK"):

1. Setup safety needs per WTI/OSHA requirements.
 - * Technicians to install temporary anchor points and utilize harnesses for fall protection.
2. Pressure wash the lap seam metal panels with minimum 2500 psi equipment.
3. Rake detail approximately 210'
 - * Tighten/replace loose fasteners in the detail. Add additional fasteners where
 - * Apply a detail course of Solargard Seam Sealer, over the side and flashing laps.
4. Panel end laps and ridge side lap approximately 800'
 - * Tighten/replace loose fasteners in the detail. Add additional fasteners where needed
 - * Apply a detail course of Solargard Seam Sealer, over the laps.
5. Penetrations 5 each
 - * Apply a three course application of Solargard Seam Sealer/Permafab/Solargard Seam Sealer
 - * Coat entire flashing with Solargard Seam Sealer.
6. Panel Fasteners approximately 12,200 each
 - * Tighten/replace loose fasteners. Encapsulate each exposed fastener with Solargard Seam Sealer.
7. Field of the roof approximately 204 squares
 - * Coordinate with the customer to move vehicles near the building, to prevent overspray.
 - * Once all repairs and preparation work is completed, spot apply Solargard Rust Primer WB, where surface rust is present.
 - * Spray apply Solargard Hy-Build, at 2 gallon per square, to the metal panels.
8. No taxes or permit fees are included in this proposal. Any permit or testing fees required by the local building department will be the responsibility of the customer and is not included in this scope.
9. Any changes to the above scope of work will require a change order before work can proceed.
10. Issue 12 Year Labor/Material Warranty Upon Completion



WTI General Services Proposal

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.

TERMS AND CONDITIONS:

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTL.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely,

WEATHERPROOFING TECHNOLOGIES, INC.

By: Jason Moore

Title: Senior Field Advisor

Phone: 904-627-8749

E-mail: jamoore@Tremcoinc.com

AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:

P.O. number (if required):

Print name:

Title:

Date:



PAGE 2

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3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

02/10/17

Page 134 of 235

WTI General Services Proposal

ACKNOWLEDGEMENT REGARDING PREVAILING WAGE REQUIREMENTS:

Please check ONE of the below:

☐ The work described to be performed by Weatherproofing Technologies, Inc. ("WTI") at customer's facilities is not subject to federal, state or local prevailing wage requirements, other than the Fair Labor Standards Act's minimum wage provisions (29 U.S.C. § 206) and similar state minimum wage laws of general application.

☐ The work to be performed by WTI at customer's facilities is subject to prevailing wage requirements, and the customer agrees to provide WTI with all applicable wage schedules for such work before a purchase order is generated for this work.

Customer further acknowledges that if customer is a public entity or agency, or the project is funded in whole or in part with federal funds, the price quoted by WTI for work performed on customer's facilities is based on the assumption that the work is covered by a prevailing wage law (applicable state or local prevailing wage law or the Davis Bacon Act). If the customer indicates above that this project is not subject to any federal, state or local prevailing wage requirements the quoted price may be reduced.

Customer Name:

Customer Representative:

(print name)

Signature:

Date:



Replace Options

Solution Option:	Replace 	Action Year:	2024
Square Footage:	20,000	Expected Life (Years):	40
Budget:	\$600,000.00		

New SS Metal Roof (Tear-Off To Deck):

1. Remove existing metal roofs to purlins.
2. Install additional framing as required for FBC/ASCE-7 wind uplift requirements.
3. Install clips then metal roof panels as required for FBC/ASCE-7 and #FL3723 wind uplift requirements.
4. Install high-performance sheet metal trim details (eave, rake, and ridge) with no exposed horizontal fasteners.
5. Install new 24g Kynar gutters and downspouts, sized per FPC.
6. Includes materials, equipment, labor, and safety.
7. 30 year watertightness warranty with Manufacturer design/workmanship certifications, online warranty tracking and leak response.



City of Crestview

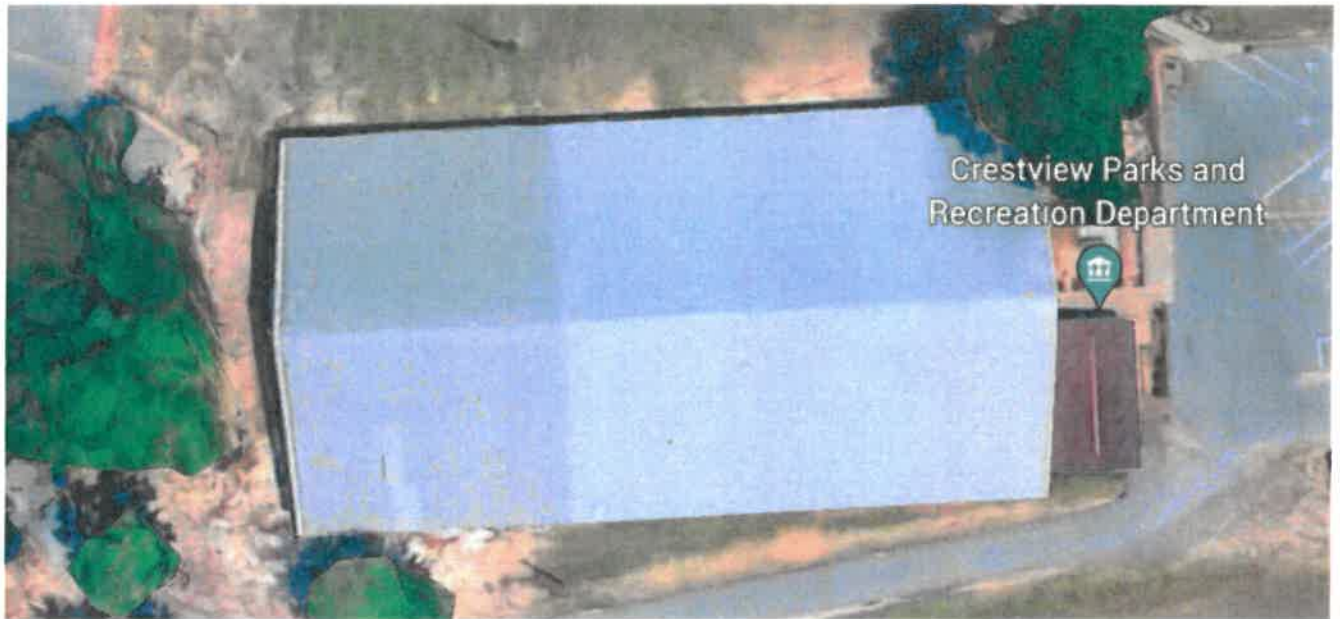
Prepared for: Mr. Stanley McKenzie

Prepared by: Jason Moore, Field Advisor

Building: Parks & Rec Gymnasium

March 21, 2022

*IMMEDIATE REPAIR
NO WARRANTY*



Twin Hills Gym
100 S Hathaway St Crestview, FL 32539
March 10, 2023



Overview of Leak Areas.



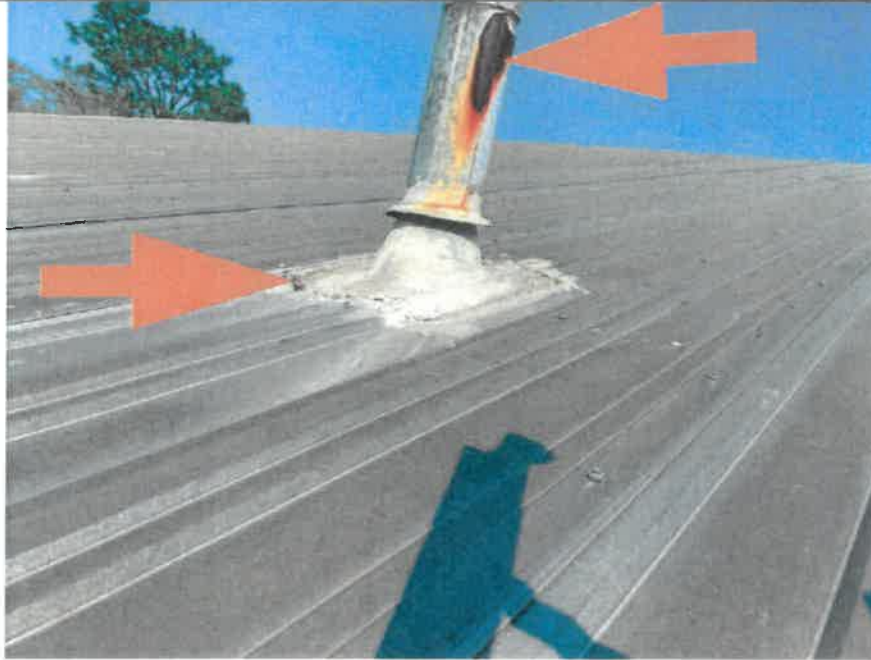
Overview of Roof



Vegetation growing in Gutter System.



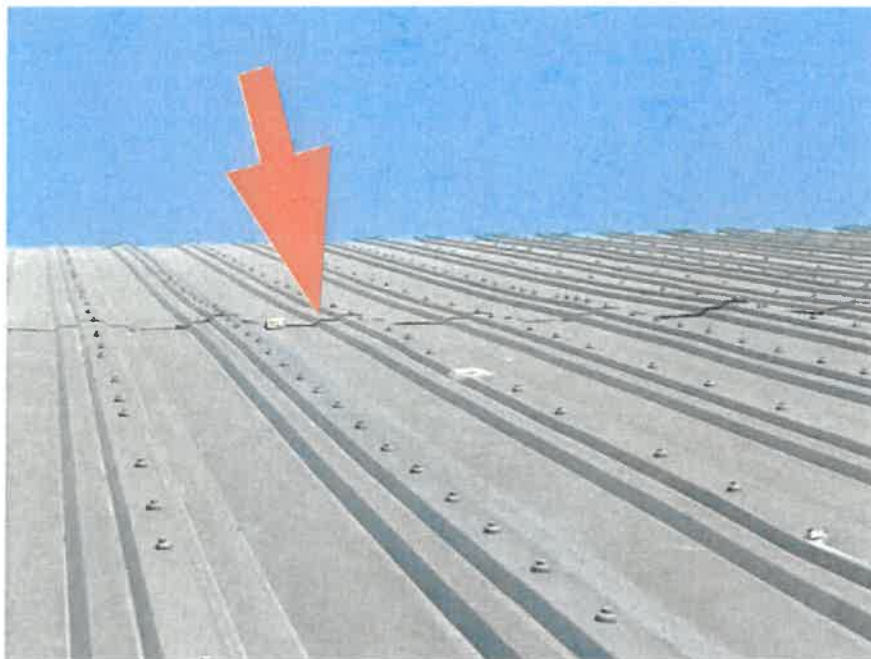
Openings in Field Seams Allowing Water Intrusion.



Severely Deteriorated Flashing/Mechanical Equipment.



Improper Roof Overlay Placement Leaving Openings at the Drip Edge.



Opening of End Laps Allowing Water Intrusion.



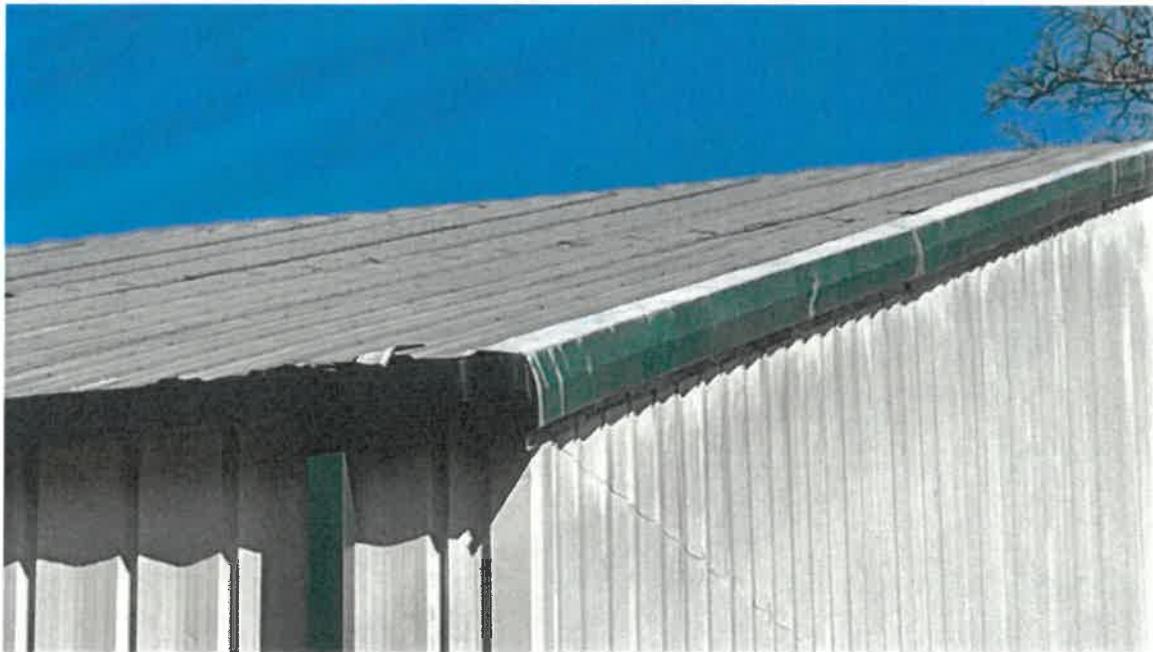
Overview of roof system



Overview of roof system



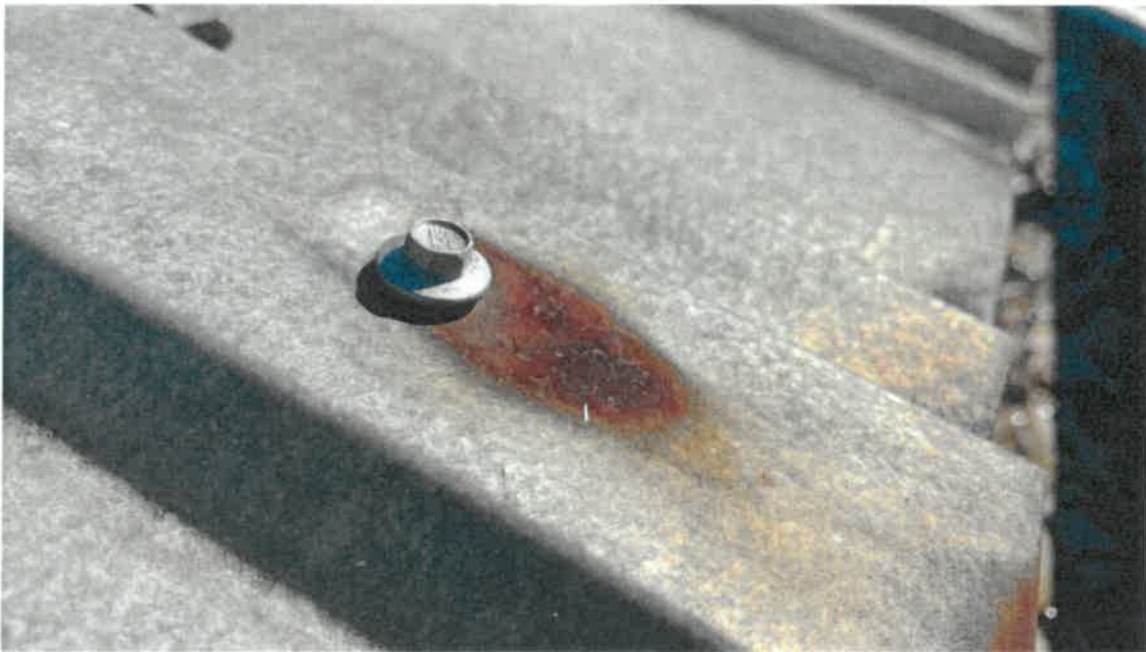
Overview of roof system



Damaged panel at perimeter due to wind uplift and/or debris



Rusting and corrosion at fastener hole



Detail of rusting and corrosion at fastener hole



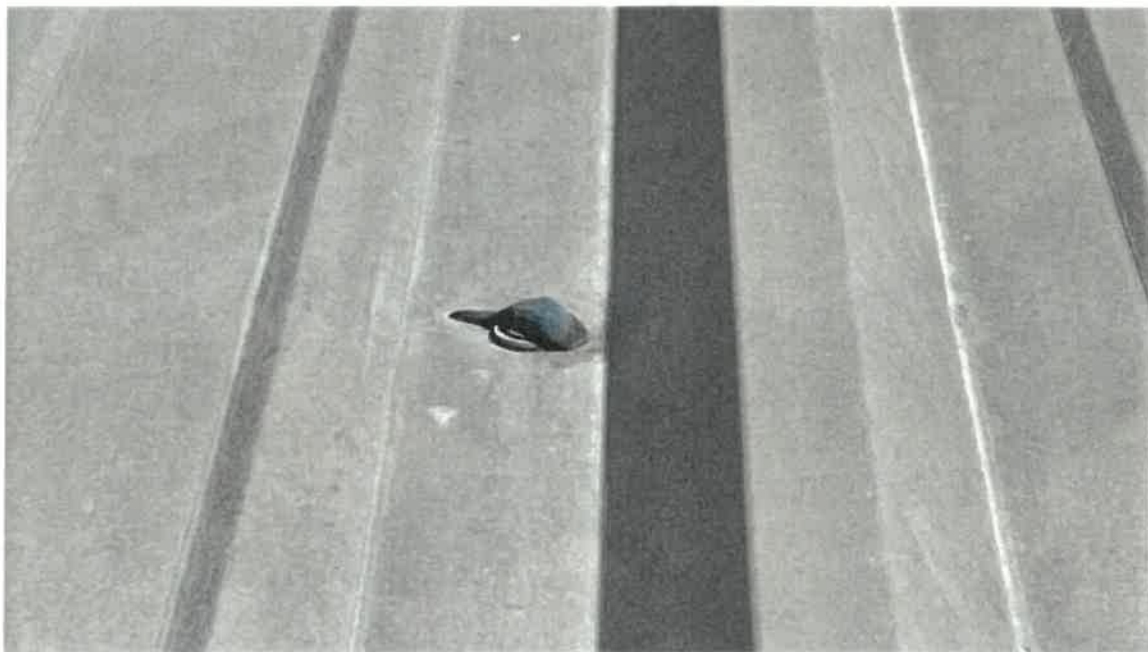
Standing water and mass of foliage in gutters



Standing water and mass of foliage in gutters



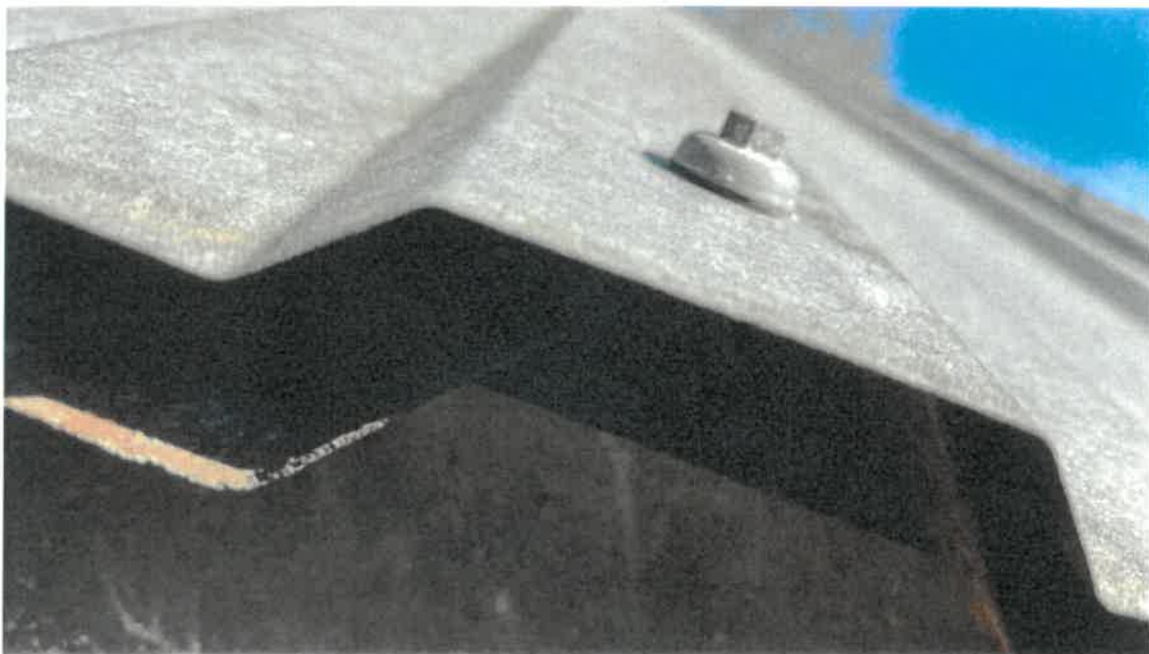
Detail of failed caulk on fastener head performed by others



Detail of failed caulk on fastener head performed by others



Overview of gutter and metal edge overlay



Overview of gutter and metal edge overlay



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dominique Vaughn, Executive Assistant
DATE: 6/22/2023
SUBJECT: Interlocal Cooperative Agreement- Aquatic Facility

BACKGROUND:

The City of Niceville, with representatives of Okaloosa County, and support from area aquatic sports and training professionals, are pursuing the development of a state-of-the-art regional aquatic facility to serve the Okaloosa and Walton County regions. The plan is to solicit area support and endorsements for a facility based on the 2022 Feasibility Assessment commissioned by the City of Niceville.

DISCUSSION:

The Niceville City Mayor, Dan Henkel has requested the Crestview City Council acknowledge support of the development of an Aquatic Center in Niceville, Florida. The feasibility study conducted by the Niceville CRA with J. William "Bill" McCartney, PhD.; Community Development Planning Consultant, and the requested interlocal agreement are attached. The study found the project to be feasible and provided two potential locations.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

There is no financial impact to the city at this time.

RECOMMENDED ACTION

Staff respectfully requests the City Council acknowledge the support of the development of the aquatic facility and execute the interlocal agreement.

Attachments

1. Aquatic Center Interlocal Agreement

Lannie Corbin, CRA Director
Commissioner Sal Nodjoman
Commissioner Cathy Alley
Commissioner Abner Williams



Dan Henkel, CRA Chairman
Commissioner William Schaetzle
Commissioner Carl Donahoo
Ammy Hanson, CRA Manager

AN ASSESSMENT OF FACTORS TO DETERMINE THE FEASIBILITY OF
ESTABLISHING AN AQUATIC CENTER COMPLEX IN THE CITY OF NICEVILLE,
FLORIDA

A Report to the Niceville Community Redevelopment Agency

Prepared By:

J. William “Bill” McCartney, PhD, Community Development Planning Consultant

September, 2022

208 North Partin Drive Niceville. Florida 32578

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ACKNOWLEDGEMENTS

The preparation of this Assessment was strongly supported and enhanced through the willing assistance of dedicated Florida Aquatic Training and Competition professionals in Okaloosa County and throughout the State of Florida, and especially Niceville's City Manager, Lannie Corbin, who authorized this assessment and Ammy Hanson who kept the wheels on.

Specific thanks is expressed to those swimming professionals in Okaloosa County who offered considerable guidance in the development of this document. Much appreciation is expressed to the technical advisory committee including: Brian Haddad, Brad Kale, Kathi Heapy, Charlie Noonan, James Ward, and Cissy Wyninegar.

Additionally, many Aquatic Professionals throughout the State of Florida provided time and knowledge to significantly enhance this report including: Jim Ponek and Marydale Moore – Panama City Beach; Ashley Edwards – City of Tallahassee; Jordan Gangi – Crystal River; Rebecca Rogers and Kevin Milak, FAST – Ocala; Gus Caldo and Katarina Filova, Planet Pool – Ponte Vedra.

Lastly, let me acknowledge the five Staff Sisters who established Okaloosa County's early swimming legacies. From the 1920s and 1930s, these young women won many Florida swimming competitions and, who later, taught countless Okaloosa County children how to swim, including this writer.

THE ASSESSMENT OF FACTORS TO DETERMINE THE FEASIBILITY OF ESTABLISHING AN AQUATIC CENTER IN THE CITY OF NICEVILLE, FLORIDA

SEPTEMBER 2022

A Report to the Niceville Community Redevelopment Agency Commission (CRA)

I INTRODUCTION

Today, there are more college students from Okaloosa County on aquatic sports scholarships than on football scholarships!

Yet, there are no adequate aquatic training or competition facilities within Okaloosa County and many local swimmers have to train in small public or motel pools with limited time availability.

The purpose of this report is to assess and document the need and potential for the establishment of a significant Aquatic Center Complex in the City of Niceville, Florida. This report is intended to address and answer, to the extent possible, the following questions:

1. Is there a user base in Okaloosa County to support an Aquatic Center?
2. Are there available sites to locate an Aquatic Center?
3. Should an Aquatic Center serve only Niceville or the entire County?
4. What is the optimum size and scope of Aquatic Facilities based on projected usership?
5. What capital costs can be supported by potentially available revenues?
6. What are the range of ownership and management options for consideration?

NOTE: This evaluation is not intended to be a Cost/Benefit Analysis for the following reasons:

First, you cannot economically quantify the value of a child learning to swim; secondly, the value of area swimming competitions for local swimmers and their families; thirdly, the value of recreational membership opportunities for area children, families, and seniors; and finally, the economic impact to the County from hosting area-wide, Statewide, and Southeastern Aquatic swimming competitions and related events.

During the course of this evaluation, the research team has visited eight sites, in communities basically similar to Niceville, and interviewed their management staffs to determine: their selection of facilities, their usership and programs, the ownership/management structure, and unique considerations for each Aquatic Center. A summary of each Center is presented on Appendix 1.

Appendix 2 identifies six potential Niceville sites ranging in size from 3.4 to 11 acres. Five of the potential sites are within the Niceville CRA and the one site outside the CRA, but on property currently owned by the City of Niceville.

Appendix 3 provides a listing of the major State of Florida swim teams, which compete throughout the State. Okaloosa County is in the Southeastern established region which also includes Alabama and Tennessee.

Appendix 4 is the 2021 Membership Demographic Report with a listing of athlete, club and non-athletes in the USA Swimming organization. USA Swimming is the National Governing body for the sport of swimming.

Appendix 5 lists the individuals and their affiliations who have provided information to develop this report and its recommendations. Moreover, all have committed to continue to assist in any way they can in the establishment of a Niceville Aquatic Center Complex.

II IDENTIFICATION OF NEED

During the course of this Assessment, the Aquatic Center evaluation team (team) has sent letters requesting Statements of Interest to over 50 Okaloosa County public officials and user groups to determine the current level of interest for an Aquatic Center in Niceville. Based on the responses from these letters, there has been limited positive response from the public officials, but an overwhelming response from potential user groups including members of Florida Swimming. (See Figure 1)

Florida Swimming is an association of swim clubs with seven Florida sub-regions and over 100-member team locations for one or more teams based on age groupings. Niceville would fall within the Southeastern Local Swim Clubs (LSC) sub-region which also includes clubs in Alabama and Tennessee, (See Appendix 3).

To obtain a general understanding of Florida Swimming Programs and insight to the facilities in similar sized communities as Niceville, the City's team visited eight North and Central Florida Aquatic Centers to evaluate their applicability to serve as a model for a Niceville Aquatic Complex. These sites/communities include: Panama City Beach, Tallahassee, Crystal River/Inverness, Ocala, Ponte Vedra, Sanford, Cocoa Beach and Palm Bay. These observations and interviews have become fundamental in providing recommendations in later sections of this Report.

To determine the locally identified need, as well as a facility configuration and uses, members of the local organized teams have been interviewed. These key members include: Brian Haddad, Brad Kale, Kathi Heapy, and Charlie Noonan.

These local professionals see current Niceville Area needs and issues as:

Lannie Corbin
City Manager



208 N. Partin Drive
Niceville, Florida 32578
Office: (850) 279-6436, ext. 1001
E-mail: admin@niceville.org

February 22, 2022

Commissioner Mel Ponder
Okaloosa County
1250 N Eglin Parkway
Suite 100
Shalimar, FL 32579

Dear Commissioner Ponder,

The Niceville Community Redevelopment Agency has initiated an effort to determine the need for and feasibility of a multipurpose aquatic center complex in Niceville. The purpose of the center would be to provide for the training and competition of organized aquatic programs and for the recreational use of the public in general. Throughout the State of Florida there are a large number of statewide (Florida Swimming) and local aquatic programs. These programs include: basic swimming, training, local and statewide swimming and diving competition, Olympic training, and aquatic recreation. Of the many facilities of this type in Florida, there is not one located in Okaloosa County.

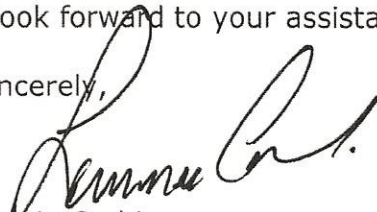
The purpose of this letter is to assess the levels of interest by potential user groups in our county. Our current basic concept would be to develop a multipurpose, multi membership, Olympic style swimming and diving center to serve the entire county on one of several potential sites in Niceville.

As such, we would request that you and/or your organization provide a statement of interest to assist our efforts to evaluate the feasibility of an aquatic center complex. A simple statement of interest would be satisfactory, or a detailed statement of specific recommendations would be welcomed.

Please provide an interest statement in writing or by email to Mrs. Ammy Hanson, CRA Manager ahanson@niceville.org or at 208 North Partin Drive, Niceville, Florida 32578.

I look forward to your assistance in our efforts.

Sincerely,


Lannie Corbin
City Manager and CRA Director

1. There are no aquatic facilities in Okaloosa County which could host and or support major swimming and diving competitions and trainings which are found elsewhere throughout the State of Florida.
2. Training and competition site for Niceville High School and Ruckel Middle School and Coast Aquatics are:
 - Currently using the Bluewater Woodlands pool which is barely adequate and needs improvements.
 - A long course (50M) pool does not exist in Okaloosa County and is desperately needed in this area to provide training and competition site for local swimmers and future competitions.
3. No reliable indoor pool facility for swim lessons:
 - In Niceville, swimming lessons are currently only provided in the summer time at Bluewater Bay and that pool is subject to unreliable weather conditions and mechanical issues. The ability to offer lessons year-round would improve much needed water safety and basic swimming training throughout the area.
4. No local senior citizen aquatic fitness activities available:
 - The YMCA'S aquacize program in the shopping center was very popular and a larger program for the many seniors and retirees in Niceville area would be extremely popular and provide substantial benefit to participants. Several participants drive to FWB to participate. Others won't make the drive and do without. UWF's CLL Aquacize program at the BRLAC always sells out early.
5. No facility for lap swim for general public:
 - A surprisingly large number of people will use swimming in their fitness regimen. There are numerous triathletes and high-performance military personnel in this area who need a safe, supervised, and measured pool in which to train. Some

people drive to Ft. Walton and Destin from as far as Crestview and Freeport to swim in the indoor pool.

- Swim training is ideal for persons with many kinds of injuries and medical conditions because it provides movement, flexibility and cardiovascular exercise without undue stress on bones, joints, and other delicate areas.
6. Special needs persons without a facility:
- Water activities are often very helpful for persons with physical, emotional, and mental handicaps.
7. No diving well (16' deep) for 1M and 3M diving available for High School and College athletes in Okaloosa County:
- Diving is a part of the FHSAA Swim and Dive teams and our local athletes have nowhere to learn, practice, or compete.
 - A Southeastern Regional Diving Facility could attract training and competitions from North Florida, Alabama, and Tennessee for both organized teams and individual divers.
8. Absence of a deep water diving well for SCUBA:
- Civilian diving lessons provided by local instructors do not have any safe deep water to practice in.
 - Military dive training does not have any safe deep water to practice in. They are going into the bay and gulf or all the way to Panama City Beach for dive training and evaluations.
 - Law enforcement divers have no safe deep water to train in.
9. No reliable Lifeguard & First Responder testing and training:
- Destin Fire Control District often has trucks at Destin pool so that firefighters can train during down times in their shifts.

- No comprehensive and consistent water safety training exists for developing needed life guards.

10. Generally, the area is without a number of other potential aquatic programs and opportunities such as:

- Varsity swimming program at NWFSC; high school water polo teams; Community storm shelter; swim team for Lewis School; host site for high school meets/districts/regionals; host site for collegiate winter/spring break training; outreach program to teach swimming water safety to disadvantaged persons (youth and adult); Community family swim time, senior citizen aquatic fitness.

11. A potential for Sports Tourism exists, including:

- Hosting meets, including large, regional events, meets, tournaments
- Off-campus training trips for collegiate and club teams
- Host site for instructional camps and clinics for swimming, diving, water polo, and synchronized swimming
- Visiting families are always looking for places for kids to train while they are on vacation
- Snowbirds and temporary duty personnel want to continue the training they do at home

All the above programs are revenue-generating opportunities: People and organizations will pay for pool time. Reasonably-priced pool rent and program fees will create loyal patrons and long-running programs that will keep the facility active and vibrant for year-round activities and for many years to come.

III. KEY FACTORS FOR CONSIDERATION

A. Potential Sites

This research has determined that there are six adequate and possibly available properties to site and develop an Aquatic Center Complex in Niceville. The sites range in size from 3.4 acres to 10+ acres. Each site could accommodate a basic aquatic center. Five of the potential sites are within the CRA and one is outside the CRA, but on City owned property and is adjacent to Niceville High School and the Niceville Senior Center. The potential sites are shown as Figure 2. The sites identified for consideration as a potential location for a center include:

1. Wastewater Treatment Plant Site

This site is currently owned jointly by the City of Niceville and the City of Valparaiso. The site is 9 acres in size and located in the CRA on State Road 85.

The site is currently occupied by the Regional Sewer Plant which is scheduled for abandonment as Okaloosa County's new wastewater facility comes on line to provide treatment and disposal for the City's wastewater needs.

NOTE: Specific site information is provided in Appendix 2.

2. Turkey Creek Park Site

The City of Niceville owns an 8.5-acre site adjacent to Turkey Creek Park, (South) which was purchased with a State grant for recreational purposes. The site is large enough to accommodate a full-service Aquatic Center and is served by access via major roadways. The site, however, could be somewhat limited by possible adverse site soil conditions to support needed facilities. Detailed soil testing would be required.

Figure 2

Niceville Community
Aquatic Center
Potential Sites

City of Niceville

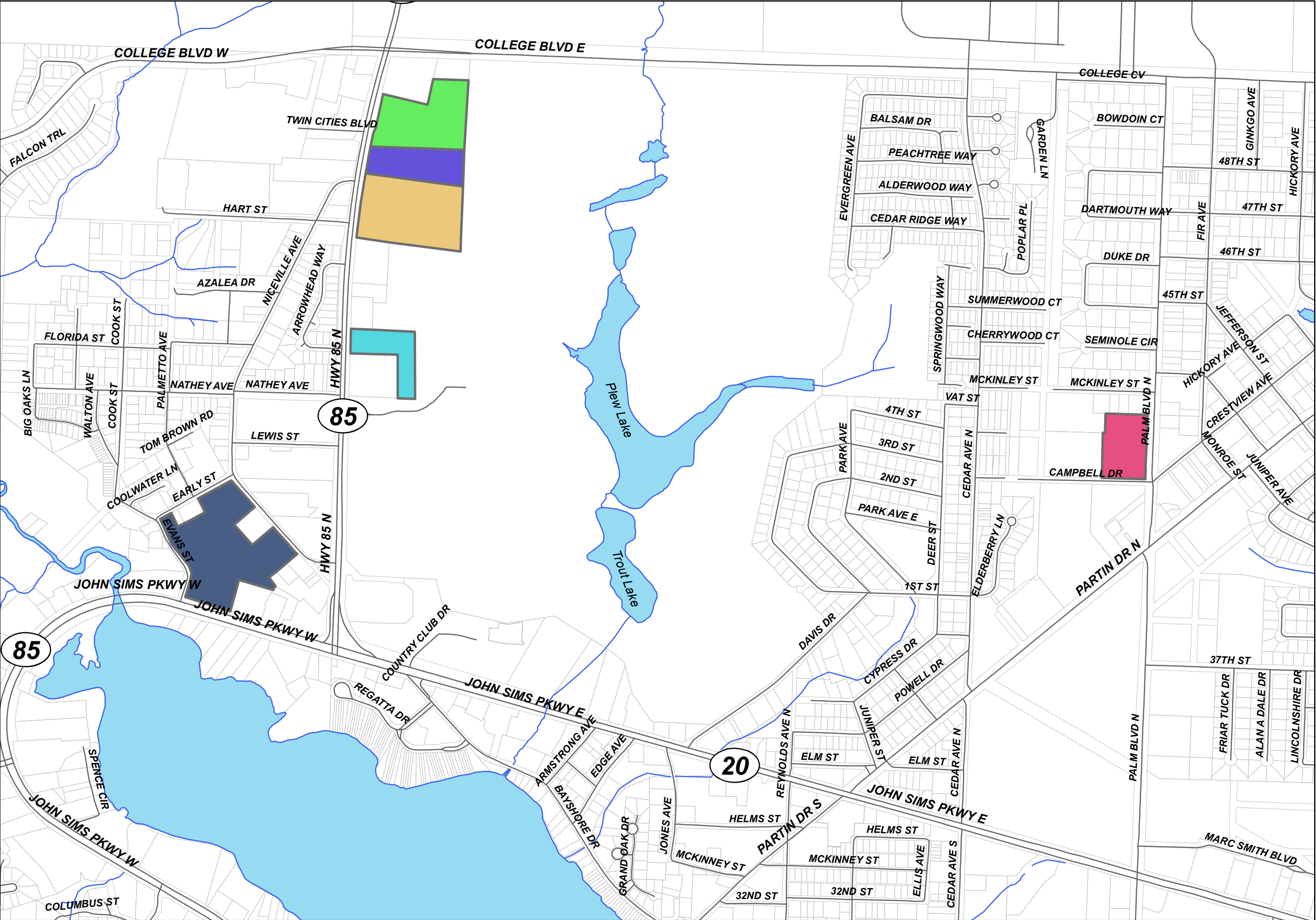


0 205 410 820
Feet

Map Prepared by
Niceville GIS
May 9, 2022

Legend

- Potential Sites**
- Eglin AFB
 - Turkey Creek Park 8 Acres
 - Ruckel Properties
 - Okaloosa County School Board
 - Niceville Skate Park
 - Current Wastewater Treatment Plant
 - Parcels



3. Okaloosa School Board Site

Potential Site 3 is owned and managed by the Okaloosa County School District. The site is located on State Road 85 and within the CRA. The site has served as a recreation facility (originally for Niceville High School) and is not extensively used. The current consideration would be to use approximately 50% of the site. Ideally, as discussed later, the Okaloosa School Board could be a partner in the development of an aquatic center on this site.

4. Ruckel Property Site

Currently owned by Ruckel Properties, this 7-acre site is ideally located within the CRA and has access to SR 85 and College Blvd. The site, all or part, would have to be acquired from the current owners. However, Ruckel Properties, over the past several years, has been very supportive in providing properties, at reasonable prices, for the enhancement of public use facilities in Niceville.

5. Eglin SR 85 Site

This Assessment has identified a 5-acre site in the CRA on Highway SR 85 currently owned by Eglin AFB.

At this time, the site does not seem to contribute to the mission of the U.S. Air Force at Eglin, and could, potentially, be made available for the public development of an Aquatic Center Complex which would also serve the many Air Force personnel (active and retired) and their families living in the area.

6. Niceville Skate Park Site

The final site evaluated is not currently in the CRA but currently in City ownership. The site is 3.4 acres and is the site of the infrequently used City Skateboard Park. The site does have some very significant advantages for an aquatic center including: located just off SR

285, adjacent to the Niceville Senior Center, and across Partin Drive from Niceville High School.

NOTE: As provided later in the Assessment, the Recommendation Section will provide for a City of Niceville stand-alone Aquatic Facility, and for a Multi-Purpose, Multi-membership / Ownership Major Aquatic Center Facility. The former Skate Board site would be ideal for a City only facility and could accommodate a state-of-the-art new facility similar to Planet Pools in Ponte Vedra, Florida. The treatment plant site, ideal for a larger facility.

B. Potential Ownership: City/Countywide

Other fundamental considerations in the development of an Aquatic Center Complex are: 1. The Ownership and 2. The Management.

To initiate this Assessment, the Niceville CRA sent a letter requesting Statements of Interest to all Okaloosa City, County, and School Board officials, and to identified aquatic facility user groups, (Letter of Interest Figure 1). The response from this request was, at best, limited from the public officials, but overwhelming from the aquatic professionals or would be users.

Swimming competitions and training is a major collective industry in Florida, but has had limited public agency support in Northwest Florida. Throughout the State, many aquatic centers are owned and managed by multi-membership groups including cities, counties, and public schools. There are also a number of not-for-profit (YMCA type) facilities and several new private facilities (Planet Pools in Ponte Vedra and FAST (a new \$38,000,000 facility in Ocala).

The purpose of this section is to present two options for consideration:

Option 1: A comprehensive multi-member aquatic center complex including facilities for: swim team competition, teaching/training, diving (above and below surface), public recreation, and fitness. This facility, although located centrally in Niceville, would serve the entire County including the cities, the unincorporated county, the School District, and perhaps Northwest Florida State College and the military from facilities in Okaloosa County. A multi-member, multi-purpose state of the art facility could elevate Okaloosa County as a major aquatic competition and training delivery system within the State of Florida.

Option 2: A Niceville, only, facility, while scaled down in size and scope, also appears to be feasible given a range of user base and financial considerations. For example, a complex similar to the private Planet Pools in Ponte Vedra could be sited on City-owned property and supported by City and Countywide aquatic memberships and eligible for substantial available external funding for initial capital costs. Based on personal interviews during this assessment, it is clear that supporting, paying memberships could also be available from user groups in Destin, Ft. Walton, Mary Esther, Valparaiso and Crestview.

C. Optimum Aquatic Center Facility Configurations

During the process for preparing this Assessment, the research has visited eight Niceville area size facilities in Florida and has interviewed over 40 knowledgeable aquatic facility professionals. Moreover, a select local aquatic resource committee has been established and has met regularly during this process. These key members include:

1. Brain Haddad: Southeastern Swimming, Inc.
2. Brad Kale: Coast Aquatics
3. Kathi Heapy: Emerald Coast Fitness Foundation, Inc.
4. Charles Noonan: Emerald Coast Fitness Foundation, Inc.
5. James G. Ward: Emerald Coast Swimming Board

6. Cissy Bass Wyninegar: Staff Swimming Family

As a result of interviews and committee participation, the following facilities would be optimum in a Countywide facility:

- 50-meter x 25 yd. eight lane competition pool, 8' depth, outdoor heated, Myrtha designed pool.
- A flexible pool which could be enclosed of 25-meter x 25 yd. as a heated training pool.
- A zero entry to 4-foot splash pool with splash pad.
- An adjacent 12' – 16' deep diving, surface and sub-surface, well.
- Large decks with abundant shade including spectator bleachers.
- A building to house administration, training, locker rooms with individual showers, lounge, and snack bar.
- Parking for both cars and busses.

Given the optimum facilities identified above, a Niceville only center would need to be similar but scaled down to:

- Two pools, a 50M outdoor pool, a 25M covered pool and diving facilities.
- Smaller decks, buildings, and other facilities.

In the research for this report, two visited Florida facilities would serve well as models for the requirements for a Niceville only facility which are Planet Swim in Ponte Vedra, and the Crystal River/Inverness Cities Memorial Health Foundation YMCA facility. Both can accommodate competition and training and both are more compact to serve a somewhat smaller usership base.

D. Costs and Potential Funding Sources

As with almost all public facilities, there are two definable costs and, usually, two supporting revenue sources which are: Capital design and construction costs, and upon completion, Operation and Maintenance costs. Usually there are two individual revenue structures to support the Capital and the O&M costs.

Additionally, it is premature to determine capital costs owing to the number of variables which collectively will determine those costs. Costs will be determined by:

- Size and number of individual facilities, pools, etc.
- The availability of new or used facilities. Both Planet Pools and FAST, Florida purchased used Myrtha Pools.
- The cost of property and site improvements
- The level of technology employed in the design
- Indoor/outdoor/heated/cooled
- Facility add on: diving, splash, event seating, play features, meeting facilities

For example: The range of capital costs for those centers visited in this Assessment range from \$38 million for the new FAST Center in Ocala to the \$6 million Planet Swim, including property costs, in Ponte Vedra.

Based on user interviews, it is estimated that a Countywide Aquatic Center could be developed for approximately \$15 to \$20 million while a Niceville only facility would range from \$6 to \$8 million, not including site costs.

Operating and Maintenance Costs: In all eight facilities evaluated for this report, all currently have membership, user, and event revenues which cover O & M expenses.

For example, The Trousdell Aquatic Center in Tallahassee, a typical public facility, has been slightly over (4%) and somewhat under (22%) of its \$500,000 budget in the last two years. It is apparent that most Florida facilities pay their way to support O&M costs.

Currently, the locally organized Okaloosa County swimming user membership revenues are approximately \$750,000 annually and are projected to perhaps double to \$1.5 million with a larger facility to support a greater user base and additional programs.

Capital Cost Funding Sources: There are a number of external sources and supporting revenues from institutions which could be targeted to provide the capital costs of a Countywide or a stand-alone Niceville Aquatic Center. Assessing and targeting the availability of these potential funds will be determined by the nature and extent of the Okaloosa County and City of Niceville's acceptance of this Assessment. At this point in the evaluation, it appears that the following could be targeted for funding support:

- A Multi-Membership facility supported jointly by City, County governments, the School Board to develop a joint complex and could support a development loan repayment over five to eight years.
- Provide for the Okaloosa County cities to apply all or part of their recently authorized Okaloosa Tourist Development Council (TDC) revenues to develop the center to attract out of county participation in swimming competitions and special aquatic events.
- Aggressively pursue grant funding, for all or part, from Triumph Gulf Coast, the Florida Legislature, the National Infrastructure Grant Initiative, or through available private grants and donations. For example, Triumph Gulf Coast should look favorably on a joint application submitted by five or six Okaloosa municipal governments, the Okaloosa County Board of Commissions and the Okaloosa County School District for

a major Triumph Grant. Documentation would need to be provided to establish the facility's economic impact and the creation of long-term jobs. Many existing aquatic facilities can provide examples to support this concept.

- Site and construct a facility to be leased to a 501c(3) or other not-for-profit organizations and recover costs through annual lease payments.
- Okaloosa County under its authority to create Dependent Special Districts create an aquatic safety and training district, appoint a governing board and allow the board to issue bonds for the development of a Countywide Aquatic Center and related memberships.
- Other examples will be identified as the process of choosing a final option are established after the release of this Assessment.

E. Institutional Considerations: Ownership/Management

As noted above, the configuration of and management for a new aquatic center will be a negotiated issue after the release of this report. Okaloosa County, Okaloosa School District, Okaloosa County's Chartered Municipalities, Aquatic User Groups, and perhaps others will review the information presented in this Assessment and establish their individual positions of need. Subsequently, through a series of meetings, individual needs assessments, the availability of funds, and operating and maintenance considerations, a clear position reflecting community interests can be established. Then, activities initiated to move forward with a full-service Aquatic Center Complex serving Niceville, and Okaloosa County needs for aquatic training and statewide competitions or a Niceville only facility.

IV SUMMARY AND CONCLUSIONS

Given the preceding pages and the research and interviews conducted for this Assessment, it can be stated that: There is an identified need for **“AN AQUATIC CENTER COMPLEX IN OKALOOSA COUNTY, AND ITS DEVELOPMENT IS FEASIBLE”**.

The documentation herein establishes:

- A. An identified user-based need for an aquatic center;
- B. Six potential sites available for an aquatic center;
- C. The optimum configuration for an aquatic center;
- D. Potential funding options for an aquatic center; and
- E. Two institutional configurations for the establishment of a center in Okaloosa County are the two basic options for an Aquatic Center, including:
 - A Multi—Member Countywide facility located in Niceville, or
 - A Niceville area only Aquatic Center.

In consideration of the two options above, the ideal location for a Countywide center would be the redevelopment of an Aquatic Center Complex on the to be decommissioned Regional Wastewater Treatment Plant site on State Road 85 North.

The second option for a Niceville only facility would be to repurpose the old skateboard park into a smaller facility similar to the Citrus County YMCA or the Planet Pools facility in Ponte Vedra. Other advantages for this site are: City owned property, adequate parking, adjacent to the Niceville High School, adjacent to the Niceville Senior Center, adjacent to public safety facilities, and would require little site work prior to construction.

In closing, the following implementation recommendations are provided:

1. The Niceville CRA establish dialogs with all County governmental units to evaluate the level of their interest and support in a multi-member partnership;
2. The CRA establish an Aquatic Center Implementation Working Group;
3. The CRA staff and consultants begin a strategy and application process for obtaining external funding for construction;
4. The CRA conduct a public workshop on the establishment of an Aquatic Center and request presentations from local user groups and established Aquatic Center managers statewide; and
5. The City of Niceville and/or CRA provide funds in its FY 2022-2023 Operating Budget to support a revenue plan for the establishment of an Aquatic Center.

EVALUATION OF FLORIDA AQUATIC FACILITIES



Frank Brown Park Aquatic Center, Panama City Beach



City of Tallahassee Trousdell Aquatic Center



Crystal River / Inverness YMCA Aquatic Center



Cocoa Beach/Brevard County Aquatic Center



Sanford/Seminole County Aquatic Center



Palm Bay/Broward County Aquatic Center

EVALUATION OF FLORIDA AQUATIC FACILITIES



PLANET SWIM POOLS, PONTE VEDRA FL



FAST (FLORIDA AQUATIC SWIMMING TRAINING), OCALA, FL

NICEVILLE COMMUNITY
AQUATIC CENTER

POTENTIAL SITES

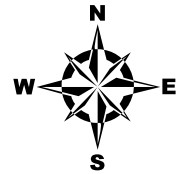


SITE NAME AND LOCATION:	Wastewater Treatment Plant
SITE AREA:	9 Acres
SITE OWNERSHIP:	City of Niceville
OCPA SITE VALUE:	\$8,287,915
SITE LIMITATIONS:	Existing Facility



NICEVILLE COMMUNITY AQUATIC CENTER

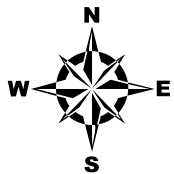
POTENTIAL SITES



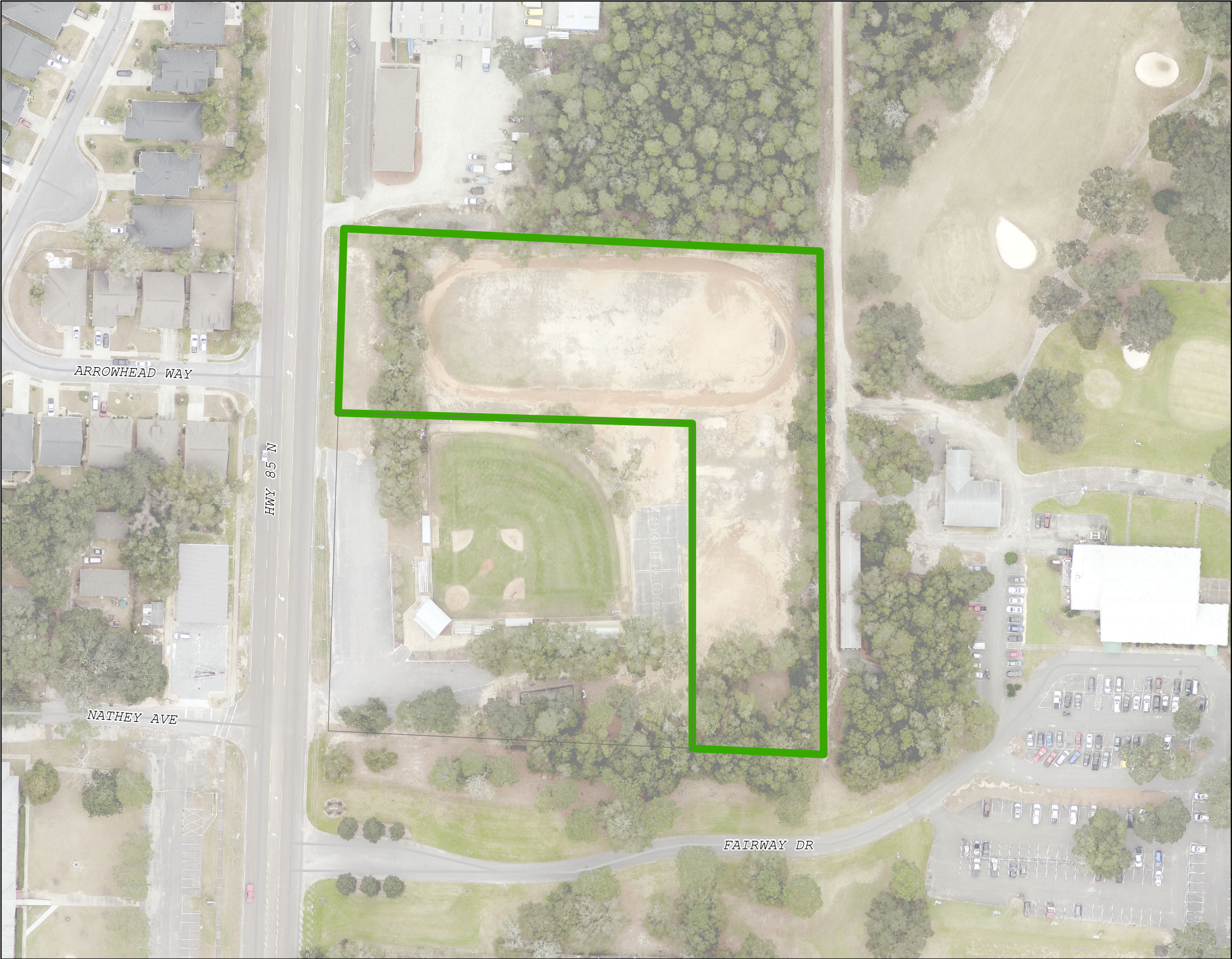
SITE NAME AND LOCATION:	Turkey Creek Park 8 Acres
SITE AREA:	8.57 Acres
SITE OWNERSHIP:	City of Niceville
OCPA SITE VALUE:	\$341,519
SITE LIMITATIONS:	Wetlands

NICEVILLE COMMUNITY
AQUATIC CENTER

POTENTIAL SITES

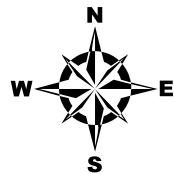


SITE NAME AND LOCATION:	Okaloosa County School Board
SITE AREA:	3 Acres
SITE OWNERSHIP:	Okaloosa County School Board
OCPA SITE VALUE:	\$270,372.50
SITE LIMITATIONS:	School District Authority

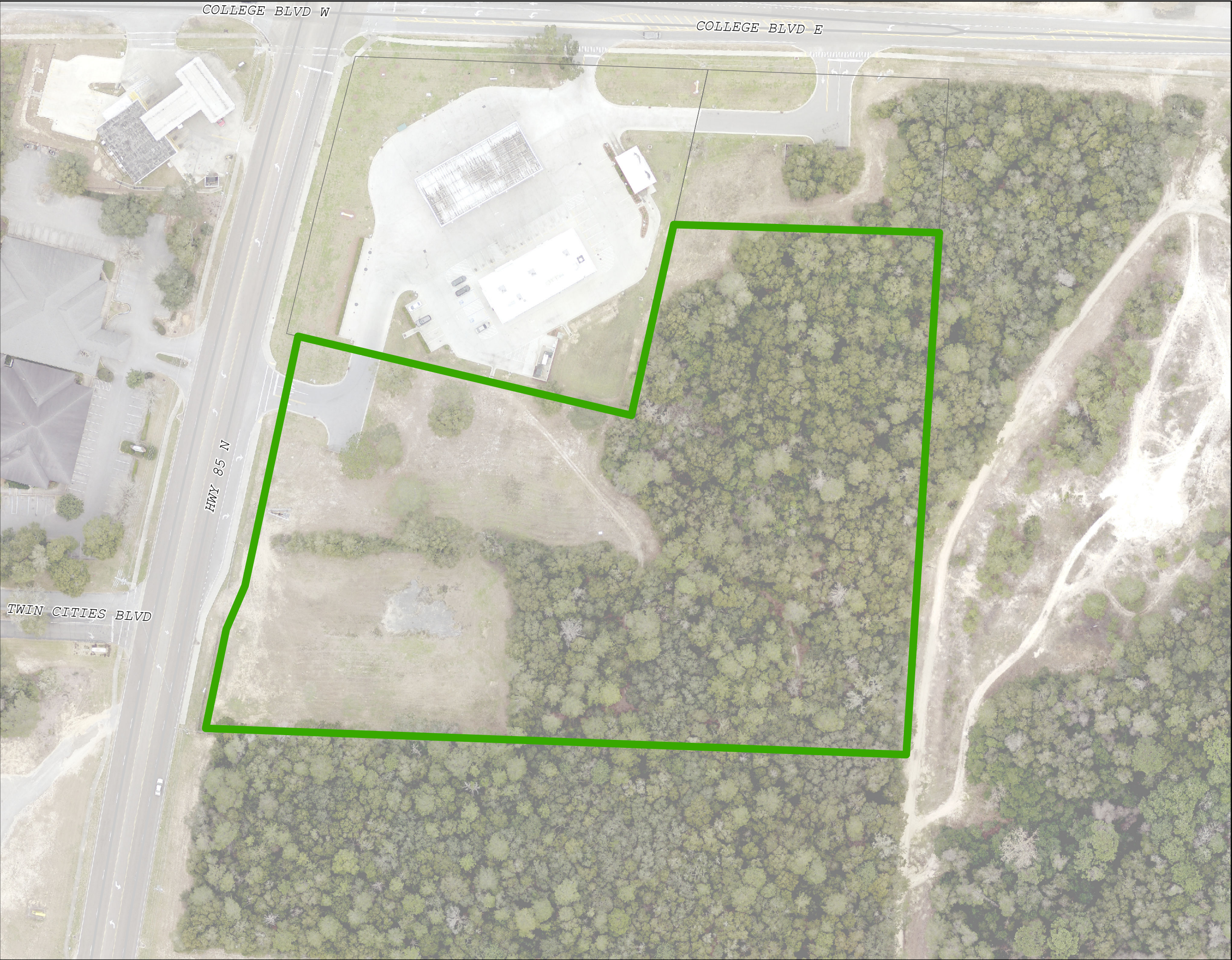


NICEVILLE COMMUNITY
AQUATIC CENTER

POTENTIAL SITES

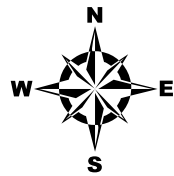


SITE NAME AND LOCATION:	Ruckel Site
SITE AREA:	7 Acres
SITE OWNERSHIP:	Ruckel Properties
OCPA SITE VALUE:	\$312,564.58
SITE LIMITATIONS:	Purchase



NICEVILLE COMMUNITY
AQUATIC CENTER

POTENTIAL SITES

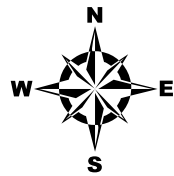


SITE NAME AND LOCATION:	Eglin Air Force Base
SITE AREA:	5 Acres
SITE OWNERSHIP:	United States Air Force
OCPA SITE VALUE:	\$87,806.82
SITE LIMITATIONS:	US Air Force Authorization



NICEVILLE COMMUNITY
AQUATIC CENTER

POTENTIAL SITES



SITE NAME AND LOCATION:	Niceville Skate Park
SITE AREA:	3.4 Acres
SITE OWNERSHIP:	City of Niceville
OCPA SITE VALUE:	\$433,168.16
SITE LIMITATIONS:	Existing Structure



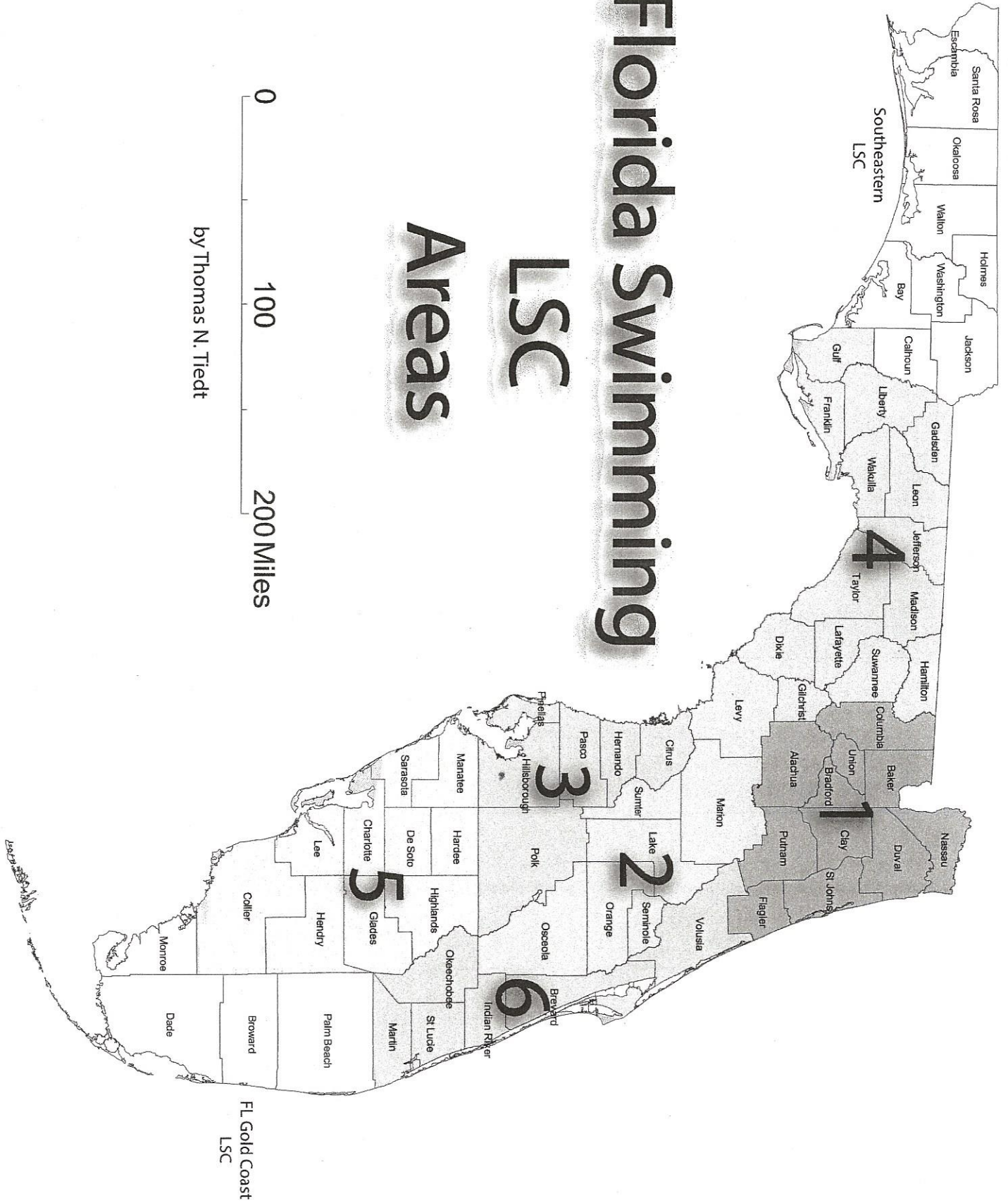
Florida Swimming

LSC

Areas

0 100 200 Miles

by Thomas N. Tiedt



FLORIDA SWIMMING REGISTERED CLUBS

Club Name	Safe Sport Recognition	Club Code	Location	Contact E-mail	Area #
Area 1					
Beaches Aquatic Club		BAC	Jacksonville	bobanderson1@gmail.com	1
Bolles School Sharks		BSS	Jacksonville	emersonc@bolles.org	1
Episcopal AmberJax		EAJ	Jacksonville	zuberom@esj.org	1
Flagler Fluid Swim Team		FFST	Palm Coast	fluidswimteam@gmail.com	1
University of Florida		FLOR	Gainesville	ervag@gators.ufl.edu	1
Gator Swim Club		GSC	Gainesville	headcoach@gatorswimclub.com	1
Isle Swim Club		ISC	Fernadina Beach	isleswimclub@gmail.com	1
Loggerhead Aquatics		LA	Saint Johns	coachhulvey@loggerheadaquatics.com	1
Makos Aquatics Club of Gainesville		MACG	Gainesville	kraus.leonard@gmail.com	1
Nocatee Bluetide Swim Team		NBT	Jacksonville Beach	shannon@nocateebluetide.com	1
North Florida Swimming Inc.		NFS	Jacksonville	nfscoacherin@gmail.com	1
Planet Swim Aquatics		PSA	Ponte Vedra Beach	gmc@planetsswim.org	1
Saint Augustine Swim Team		SAST	Saint Augustine	swimaugustine@msn.com	1
Swim Jax		SJAX	Jacksonville	Nancy@splashjaxswimschool.com	1
Spartan Aquatics		SPAC	Orange Park	Jalbino@sjcds.net	1
Wahoo's of Jax		WOJ	Jacksonville	carlos@wahooswimteam.com	1
War Eagle Aquatic Club		WEAC	Jacksonville	kacey@aol.com	1
YMCA of Florida's First Coast		YFFC	Jacksonville	whartman@timuquana.net	1
Area 2					
Blue Dolphins		BD	Oviedo	bdcoachrose@gmail.com	2
Celebration Cyclones Swim Team		CCST	Celebration	coachjustincorreia@gmail.com	2
Central Florida Marlins		CFM	Ocala	ocalamarlins@gmail.com	2
Fast Falcons		FAST	Ocala	coachbrian@floridafast.com	2
Fast Lane Aquatics		FSLA	Maitland	aleclera@aol.com	2
Silver Hawk Aquatics		HAWK	Winter Springs	scott@silverhawkaquatics.com	2
Haines City Tritons		HCTY	Haines City	polkaquatics@gmail.com	3
Highlander Aquatic Club		HIGH	Orlando	mcurley@lhps.org	2
Interlachen Country Club		ICC	Winter Park	jallen@interlachenccfl.com	2
Kissimmee Swim Association		KSA	Kissimmee	rdunton92@gmail.com	2
Windermere Laker Aquatics		LAKR	Windermere	alexdehner@lakerswim.com	2
Longwood Aquatics		LWA	Longwood	admin@longwoodaquatics.com	2
Montverde Academy		MVAC	Montverde	guilherme.ferreira@montverde.org	2
Patriot Aquatics		PA	Longwood	jocflybon@aol.com	2
Seminole Aquatics		SA	Lake Mary	swimseminole@hotmail.com	2
Stone Crabs Swim Team		SC	Orlando	stonecrabs@aol.com	2
Saint Cloud Aquatic Team		SCAT	Saint Cloud	saintcloudaquaticteam@yahoo.com	2
South Lake Aquatic Club		SLAC	Clermont	coachalex@southlakeaquatics.com	2
Southwest Stars Swim Club		STAR	Winter Garden	Mike@SouthWestAquatics.com	2
Trinity Prep Aquatics		TPA	Winter Park	acetor@trinityprep.org	2
Titan Swim Team		TTS	Leesburg	leesburgaquaticsclub@hotmail.com	2
Tekmasters Swim Club		TMSC	Ocala	tekmastersswimclub1@gmail.com	2

Westberg Wave		WW	Winter Haven	swimfool15@hotmail.com	2
Area 3					
Academy Aquatic Club		AAC	Tampa	aacswimfl@gmail.com	3
Berkeley Barracudas		BERK	Tampa	RosepKev@berkeleyprep.org	3
Blue Wave Swimming		BW	Brandon	CoachRichRogers@mybsac.org	3
Clearwater Aquatic Team		CAT	Clearwater	catmanager@clearwateraquatics.com	3
Carrollwood Village Swim Team		CVST	Tampa	jim@cvst.org	3
Carlouel Beach & Yacht Club		CBYC	Tampa	ianoneil71@yahoo.com	3
Florida Elite Swimming		FE	Land O'Lakes	floridaeliteswim@gmail.com	3
Greater Tampa Swim Association		GTSA	Tampa	tammy@swimgtsa.com	3
Lakeland Area Swimming		LAS	Lakeland	andyrobins@ymail.com	3
Lake Wales Blue Marlins		LWBM	Lake Wales	anacristina.pizarro@gmail.com	3
North Tampa Aquatics		NTA	Lutz	AdamNTA@playcheval.com	3
Pipeline Swimming		PS	Tampa	coachpatrick@pipelineswimming.com	3
Palm Harbor YMCA Piranhas		PYP	Palm Harbor	lbitting@suncoastymca.org	3
Radiant Aquatics		RAD	Clearwater	kdtrelka@gmail.com	3
Sun Coast Swim Team		SCST	Crystal River	tholme@tampabay.rr.com	3
Saint Petersburg Aquatics		SPA	Saint Petersburg	swimstpete@aol.com	3
Swim Tampa Aquatics		STA	Land O'Lakes	swimtampa@hotmail.com	3
Tampa Bay Aquatics Club		TBAC	Crystal Beach	susancurnutte@aol.com	3
Tampa Bay Aquatics		TBAY	Downtown Tampa	jasonbowes26@gmail.com OR headagegroup@gmail.com	3
Tampa Elite Aquatics - Manta Rays		TEAM	Tampa	juliamlamb@gmail.com	3
Riptide Aquatics		TIDE	Lakeland	justswim5006@aol.com	3
Team Velocity		TV	Temple Terrace	teamvelocityswimming@gmail.com	3
Tampa YMCA Swimming		TYS	Tampa	stingrays@tampaymca.org	3
West Coast Aquatics		WCA	St. Petersburg	lisafan81@gmail.com	
West Florida Lightning Aquatics		WFLA	Seminole	zookeeper5721@gmail.com	3
YMCA of West Central Florida		YWCF	Bartow	daniel.amaro@ymcawcf.org	3
Area 4					
Area Tallahassee Aquatic Club		ATAC	Tallahassee	perfenh@aol.com	4
Club Seminole		CS	Tallahassee	dcarrington@fsu.edu	4
United Swim Club		USC	Tallahassee	svetasankovich@gmail.com	4
Area 5					
Ave Angels Swim Club		AASC	Ave Maria	david.leung@aveangelswimming.com	5
Swim Florida / Cape		CAPE	Cape Coral	coached@swimcapecoral.com	5
Charlotte County Swimming		CCS	Punta Gorda	danielle.chance13@yahoo.com	5
Gulf Coast Swim Team		GCST	Ft. Myers	gcst@comcast.net	5
Highlands Hurricanes Swim Team		HHST	Sebring	hhst@juno.com	5
Hardee Swim Association		HSA	Wauchula	hsaswimmers@gmail.com	5
Lakewood Ranch Swim Association		LRSA	Lakewood Ranch	luby162@gmail.com	5
Swim Energy Aquatics		NRG	N. Ft. Myers	lauraverwest@yahoo.com	5
Sea Dragon Aquatics		SDA	Pt. Charlotte	coachwhaley@hotmail.com	5
YMCA of Southwest Florida Hurricanes		HURR	Venice	annurschel@gmail.com	5
Sarasota Tsunami Swim Team		SRQ	Sarasota	usacoachira@gmail.com	5

Swim Florida		SWIM	Naples	swimflorida@aol.com	5
Sarasota Sharks		SYS	Sarasota	kweyant@sarasotasharks.org	5
T2 Aquatics		T2	Naples	tom@t2aquatics.com	5
Area 6					
Brevard Swim Club		BRSC	Melbourne	admin@brevardswimclub.com	6
Central Brevard Swimming		CBS	Merritt Island	cbsswim@gmail.com	6
Cocoa Beach Tsunami Swimmers		CBTS	Cocoa Beach	cocoabeachtsunamismimmers@gmail.com	6
Hydro4 Swimming		H4S	Ormond Beach	Hydro4Treasurer@yahoo.com	6
Indian River Aquatics		RATS	Ft. Pierce	coachmannyira@gmail.com	6
Indian River State College		IRSC	Ft. Pierce	sbrinn@irsc.edu	6
Swim Melbourne		MELB	Melbourne	johnwalsh@swimmelb.com	6
Ohana Swim Club		OSC	Merritt Island	ohanaswimclub.coachtiff@gmail.com	6
ROCOA of Brevard		ROCO	Rockledge	mitzi.tighe@gmail.com	6
Saint Edwards Aquatics		SEA	Vero Beach	stephenfenning2079@comcast.net	6
Treasure Coast Aquatics		TCA	Stuart	tcaswimclub@gmail.com	6
Treasure Coast Conquistadores		TCSC	Vero Beach	tcscswim@comcast.net	6
Titusville Swim Team		TST	Titusville	coachtasha1@aol.com	6
USRP Racers		USRP	New Smyrna Beach	rdkiotz@aol.com	6
West Volusia Swim Club		WVKW	DeLand	wkwswimclub@gmail.com	6



2021 Membership Demographics Report



This report has been prepared by Member Services staff based on registration data for the 2021 membership year (September 1, 2020 through December 31, 2021). Questions about this report should be addressed to Member Services staff at USA Swimming Headquarters: 719-866-4578, membership@usaswimming.org.

February 2022

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What is USA Swimming?

VISION STATEMENT

To inspire and enable our members to achieve excellence in the sport of swimming and in life.

MISSION STATEMENT

USA Swimming is the National Governing Body for the sport of swimming. We administer competitive swimming in accordance with the Olympic & Amateur Sports Act. We provide programs and services for our members, supporters, affiliates and the interested public. We value these members of the swimming community and the staff and volunteers who serve them. We are committed to excellence and the improvement of our sport. We are committed to providing a safe and positive environment for all members.

OUR END GOALS

USA Swimming exists for the growth and success of swimming in the United States. Members, volunteers and staff throughout the organization optimize available resources to ensure:

- Competitive Success at the Olympic Games and Other International Competitions
- Sustained Success for Athletes, Coaches and Clubs
- Public Engagement and Growth in Swimming Through Participation and Interest
- Recognition of USA Swimming as Best in Class NGB



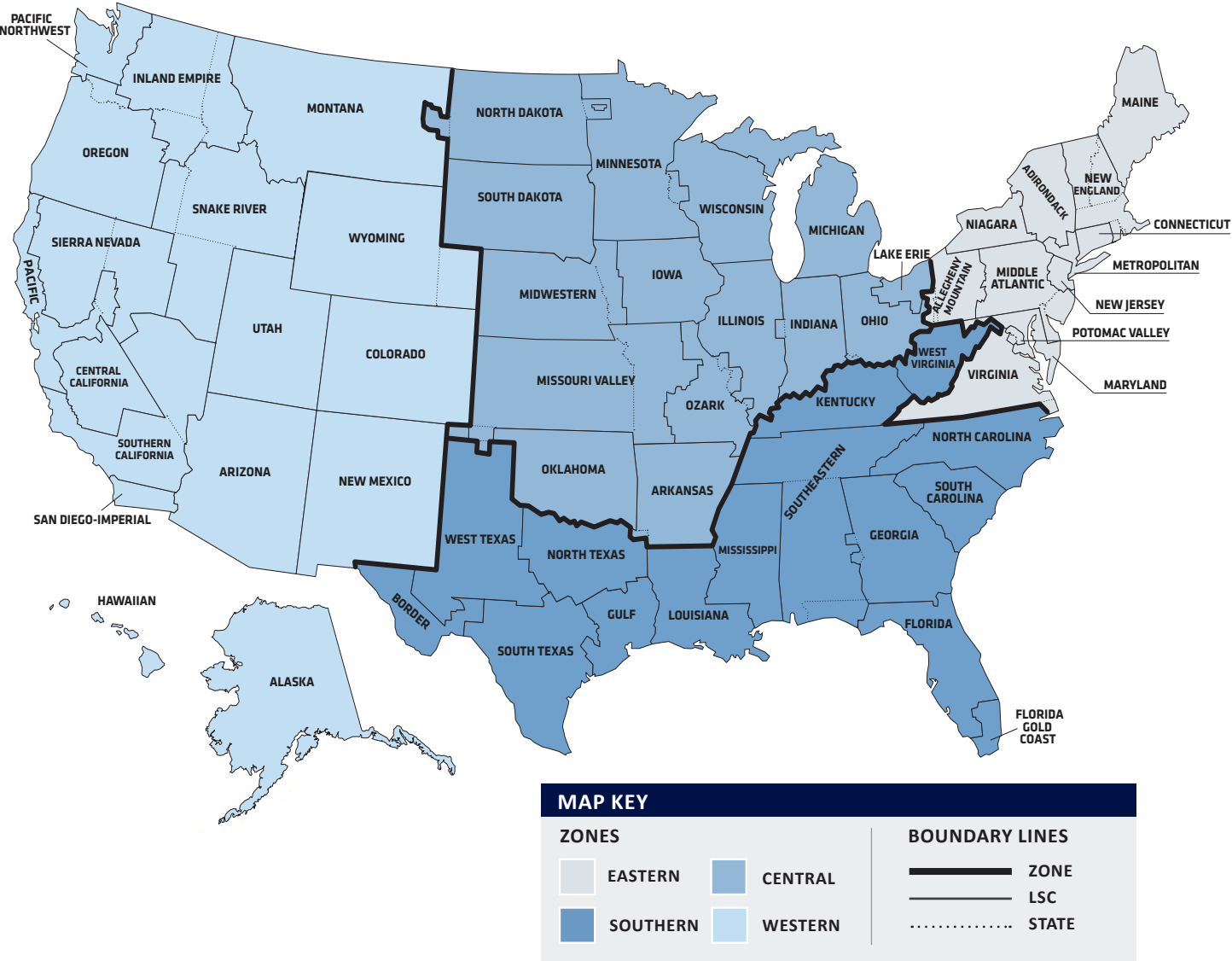
2021 IN REVIEW FAST FACTS

331,206 INDIVIDUAL MEMBERS | **2,784** CLUB MEMBERS

12 AVERAGE AGE OF AN ATHLETE MEMBER | **\$18,737,852** TOTAL MEMBERSHIP REVENUE

ATHLETES: 54.6% Female vs. 45.4% Male	COACHES: 50.7% Female vs. 49.3% Male	OFFICIALS: 46.9% Female vs. 53.1% Male
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LOCAL SWIMMING COMMITTEES AND ZONES

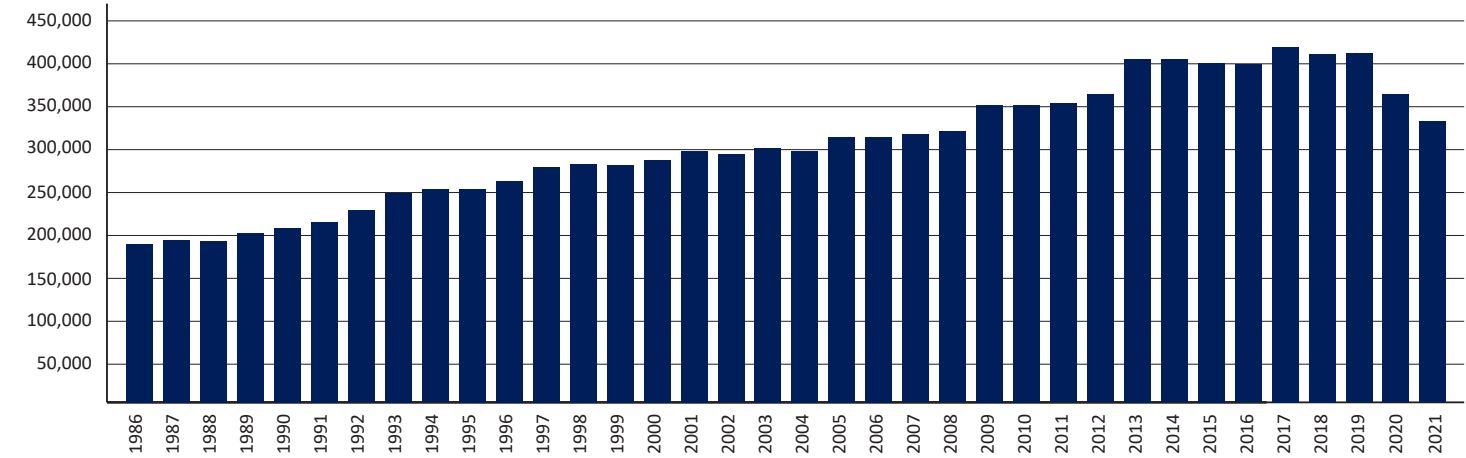


MEMBERSHIP HISTORY 1986 - 2021

YEAR	PREMIUM/ OUTREACH ATHLETE	INC/DEC	FLEX ATHLETE	INC/DEC	SEASONAL ATHLETE	INC/DEC	SINGLE-MEET OPEN WATER ATHLETE	INC/DEC	YEAR-ROUND CLUB/ORG	INC/DEC	SEASONAL CLUB	INC/ DEC	NON-ATHLETE	INC/DEC	TOTAL INDIVIDUAL MEMBERS	INC/ DEC
2021	238,033	-19.05%	44,255	69.30%	13,763	127.79%	27	-15.63%	2,694	-9.29%	90	45.16%	35,150	-4.57%	331,228	-0.09
2020	294,047	-10.2%	26,140	3.8%	6,042	-67.7%	32	78.8%	2,970	-2.1%	62	-44.1%	36,832	-8.5%	363,093	-11.8%
2019	327,337	-5.6%	25,183		18,728	-24.4%	151	-21.8%	3,033	0%	111	-5.9%	40,273	1.6%	411,672	0.1%
2018	346,735	-2.2%			24,759	-1.7%	193	-59.0%	3,034	0.1%	118	-7.8%	39,637	1.2%	411,324	-1.9%
2017*	354,627	5.5%			25,175	5.5%	471	44.5%	3,030	0.6%	128	-0.8%	39,154	2.0%	419,427	5.2%
2016	336,026	-0.3%			23,858	-5.8%	326	-8.4%	3,011	1.2%	129	-9.8%	38,375	2.6%	398,585	-0.4%
2015	337,084	-0.8%			25,326	-8.5%	356	12.7%	2,975	0.2%	143	13.5%	37,399	2.4%	400,165	-1.1%
2014	339,903	-0.2%			27,683	-6.3%	316	-6.2%	2,970	1.9%	126	0%	36,521	5.9%	404,423	-0.1%
2013*	340,568	13.2%			29,555	-1.7%	337	127.7%	2,915	1.1%	126	0.8%	34,480	7.7%	404,940	11.5%
2012	300,884	3.3%			30,074	-0.2%	148	-12.9%	2,884	2.8%	125	4.2%	32,013	2.8%	363,119	3.0%
2011	291,182	1.5%			30,133	-8.8%	170	-60.5%	2,805	2.0%	120	5.3%	31,154	2.0%	352,639	0.5%
2010	286,900	0.3%			33,027	-5.3%	430	68.0%	2,750	2.6%	114	4.6%	30,554	3.4%	350,911	0.0%
2009*	286,147	11.3%			34,866	3.5%	256	41.4%	2,681	-0.7%	109	-10.7%	29,557	3.9%	350,826	9.8%
2008	257,180	2.2%			33,672	-4.8%	181	-8.1%	2,701	0.3%	122	1.6%	28,447	-0.9%	319,480	1.2%
2007	251,547	0.9%			35,388	0.4%	197	109.6%	2,692	-0.7%	120	26.3%	28,695	1.0%	315,827	0.9%
2006	249,326	0.1%			35,253	-2.7%	94	32.4%	2,712	-0.4%	95	-11.2%	28,416	2.0%	313,089	-0.1%
2005*	249,182	7.3%			36,249	-2.0%	71		2,724	-0.4%	107	-6.1%	27,847	2.0%	313,349	5.6%
2004	232,361	-1.1%			36,970	-0.6%	0		2,736	-3.5%	114	7.5%	27,314	-1.2%	296,645	-1.1%
2003	235,013	3.0%			37,176	-2.1%	0		2,834	4.0%	106	-9.4%	27,652	5.1%	299,841	2.5%
2002	228,216	-1.7%			37,978	0.7%	0		2,724	-2.1%	117	2.6%	26,322	0.7%	292,516	-1.2%
2001*	232,253	4.9%			37,715	-3.8%	0		2,783	1.0%	114	-3.4%	26,151	1.6%	296,119	3.4%
2000	221,352	1.9%			39,223	5.3%	0		2,755	0.1%	118	-5.6%	25,732	-0.5%	286,307	2.1%
1999	217,325	1.5%			37,237	-8.1%	0		2,753	0.4%	125	-3.1%	25,852	-2.2%	280,414	-0.3%
1998	214,206	1.2%			40,518	2.5%	0		2,765	2.7%	129	12.2%	26,426	1.7%	281,150	1.4%
1997*	211,728	8.1%			39,525	-1.9%	0		2,692	2.8%	115	-18.4%	25,973	4.8%	277,226	6.2%
1996	195,853	2.1%			40,300	16.1%	0		2,618	0.2%	141	11.0%	24,788	0.2%	260,941	3.8%
1995	191,855	0.7%			34,703	-4.3%	0		2,612	2.2%	127	42.6%	24,740	2.6%	251,298	0.1%
1994	190,559	1.0%			36,251	5.8%	0		2,556	-0.6%	89		24,124	-0.2%	250,934	1.6%
1993*	188,647	10.1%			34,262	2.9%	0		2,571	4.8%	0		24,167	11.2%	247,076	9.1%
1992	171,346	3.5%			33,309	28.8%	0		2,453	0.7%	0		21,726	3.3%	226,381	6.5%
1991	165,622	2.3%			25,867	9.7%	0		2,435	2.4%	0		21,040	5.8%	212,529	3.5%
1990	161,885	2.0%			23,579	13.5%	0		2,379	-2.0%	0		19,885	-0.7%	205,349	2.9%
1989*	158,681	3.8%			20,768	14.9%	0		2,428	0.2%	0		20,020	2.7%	199,469	4.7%
1988	152,937	-3.8%			18,077	30.0%	0		2,422	-2.6%	0		19,468	2.6%	190,482	-0.7%
1987	159,039	-6.3%			13,905		0		2,487	-4.0%	0		18,972	11.0%	191,916	2.8%
1986	169,676				0		0		2,590		0		17,085		186,761	

* Year-round athlete membership has increased 4-12% in the post-Olympic years.

TOTAL INDIVIDUAL MEMBERS 1986 - 2021



Athlete, Club and Non-athlete Memberships

ATHLETE MEMBERSHIP

PREMIUM* ATHLETE – Premium athlete membership is for a calendar year period (January – December). New athlete memberships processed on or after September 1 are valid through December 31 of the following year. USA Swimming’s fee for registration year 2021 – \$64.00. **Formerly known as Year-Round*

FLEX ATHLETE – Flex athlete membership is for a calendar year period (January – December). New memberships processed on or after September 1 are valid through December 31 of the following year. USA Swimming’s fee for registration year 2021 - \$10.00. Flex athletes are limited to two (2) sanctioned meets (below Zone, Sectional and National levels) per registration year.

OUTREACH ATHLETE – Outreach membership is a year-round athlete membership with reduced fee and is offered to under-represented and/or economically disadvantaged youth. Membership is for a calendar year period (January – December). New memberships processed on or after September 1 are valid through December 31 of the following year. USA Swimming’s fee for registration year 2021 – \$5.00.

SEASONAL ATHLETE – At the option of the Local Swimming Committee (LSC), seasonal athlete membership may be offered

CLUB MEMBERSHIP

YEAR-ROUND CLUB – Year-round club membership is for a calendar year period (January – December). New club memberships processed on or after September 1 are valid through December 31 of the following year. USA Swimming’s fee for registration year 2021 – \$70.00.

NON-ATHLETE MEMBERSHIP

Non-athlete membership is for a calendar year period (January – December). New non-athlete memberships processed on or after September 1 are valid through December 31 of the following year.

for one or two periods of not more than 150 days per period (*Note: Athlete is only eligible for one seasonal membership per registration year*). The beginning and ending dates of each seasonal period is determined by the LSC.

In addition, and at the option of the LSC, individual season athlete membership may be offered for an unspecified but continuous period of not more than 150 days commencing on the date of registration. (*Note: Athlete is only eligible for one individual season membership per registration year*).

Seasonal athletes may compete in USA Swimming competitions below the Zone Championship level. USA Swimming’s fee for registration year 2021 – \$30.00.

SINGLE-MEET OPEN WATER ATHLETE – At the option of the LSC, membership may be offered for a period of three (3) days of the specific date(s) of an open water competition(s). The athlete must compete unattached. Single-meet open water athletes may compete in USA Swimming competitions below the Zone Champion-ship level. USA Swimming’s fee for registration year 2021 – \$10.00.

SEASONAL CLUB – At the option of the LSC, seasonal club membership may be offered for one or two periods of not more than 150 days per period. The beginning and ending dates of each seasonal period is determined by the LSC. Seasonal clubs may compete in USA Swimming competitions below the Zone Championship level. USA Swimming’s fee for registration year 2021 – \$40.00.



Premium and Outreach Athlete Membership

All Premium athletes join USA Swimming through their Local Swimming Committee (LSC), one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/Membership Chair is responsible for providing athlete registration information and applications to all interested individuals.

Premium athlete membership is for a calendar year period (January- December). New athlete memberships processed on or after September 1 are valid through December 31 of the following year.

Premium athlete membership provides liability and secondary accident medical insurance coverage, plus complimentary issues of Splash, the official USA Swimming magazine.

LOCAL SWIMMING COMMITTEE (LSC) ZONES

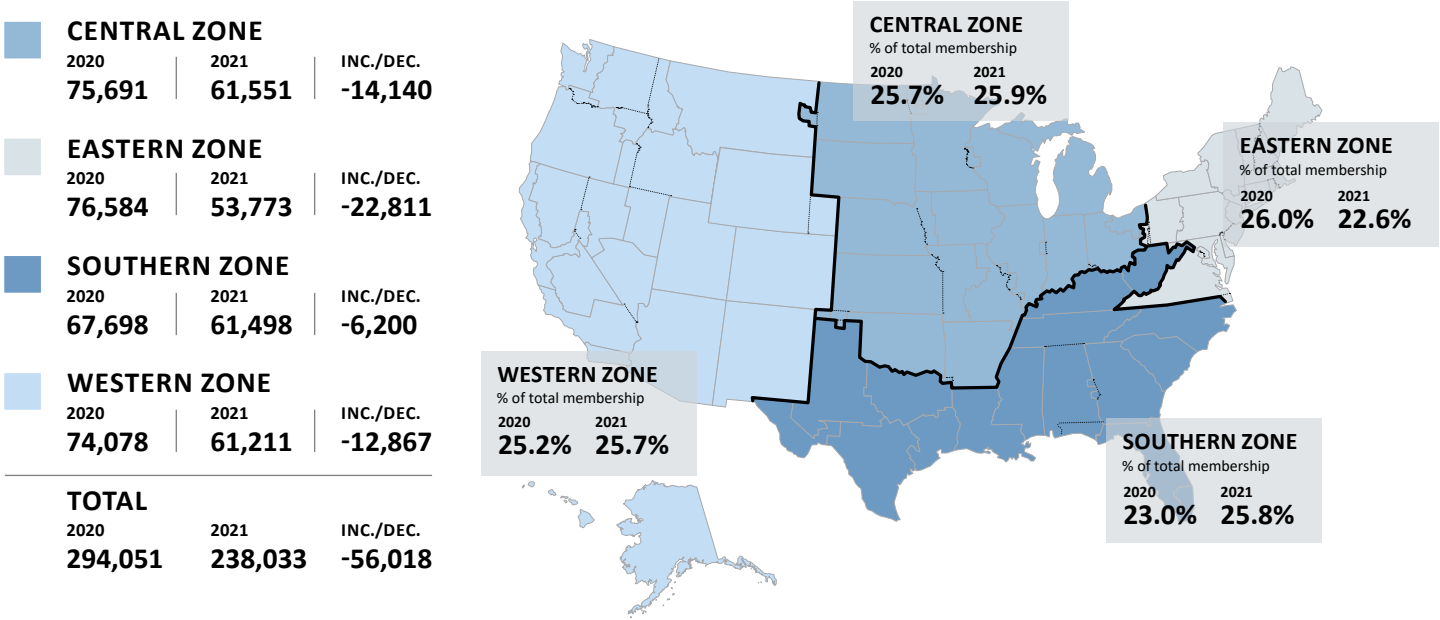
CENTRAL	EASTERN	WESTERN	SOUTHERN
AR - Arkansas	AD - Adirondack	AK - Alaska	BD - Border
IA - Iowa	AM - Allegheny Mountain	AZ - Arizona	FG - Florida Gold Coast
IL - Illinois	CT - Connecticut	CA - Southern California	FL - Florida
IN - Indiana	MA - Middle Atlantic	CC - Central California	GA - Georgia
LE - Lake Erie	MD - Maryland	CO - Colorado	GU - Gulf
MI - Michigan	ME - Maine	HI - Hawaiian	KY - Kentucky
MN - Minnesota	MR - Metropolitan	IE - Inland Empire	LA - Louisiana
MV - Missouri Valley	NE - New England	MT - Montana	MS - Mississippi
MW - Midwestern	NI - Niagara	NM - New Mexico	NC - North Carolina
ND - North Dakota	NJ - New Jersey	OR - Oregon	NT - North Texas
OH - Ohio	PV - Potomac Valley	PC - Pacific	SC - South Carolina
OK - Oklahoma	VA - Virginia	PN - Pacific Northwest	SE - Southeastern
OZ - Ozark		SI - San Diego-Imperial	ST - South Texas
SD - South Dakota		SN - Sierra Nevada	WT - West Texas
WI - Wisconsin		SR - Snake River	WV - West Virginia
		US - USA Swimming	
		UT - Utah	
		WY - Wyoming	

PREMIUM AND OUTREACH ATHLETE MEMBERSHIP 2020 VS. 2021

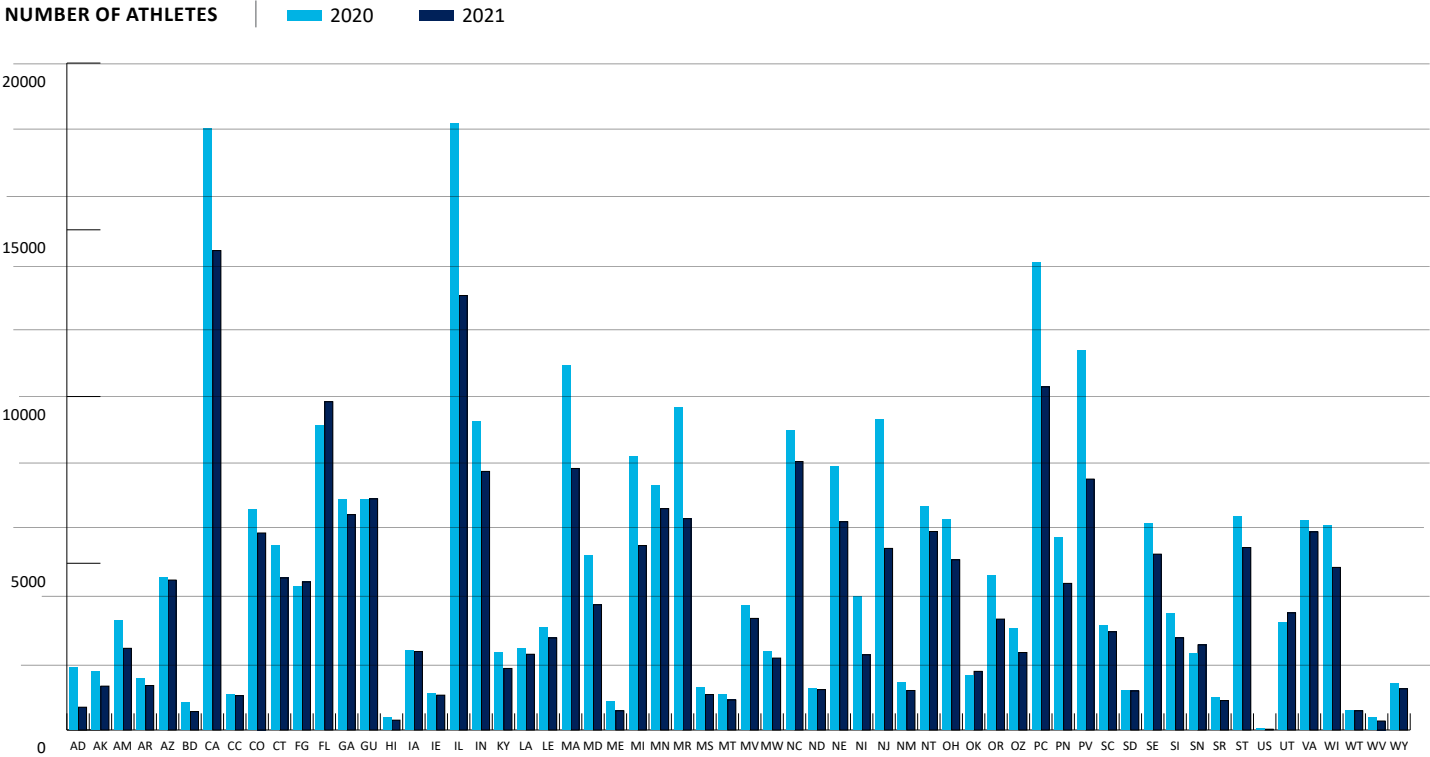
LSC CODE	LSC NAME	2020	2021	INC./DEC.
AD	ADIRONDACK	1,870	684	-1,186
AK	ALASKA	1,751	1,316	-435
AM	ALLEGHENY MOUNTAIN	3,297	2,450	-847
AR	ARKANSAS	1,540	1,333	-207
AZ	ARIZONA	4,579	4,497	-82
BD	BORDER	821	553	-268
CA	SOUTHERN CALIFORNIA	18,039	14,377	-3,662
CC	CENTRAL CALIFORNIA	1,076	1,030	-46
CO	COLORADO	6,606	5,908	-698
CT	CONNECTICUT	5,540	4,560	-980
FG	FLORIDA GOLD COAST	4,310	4,439	129
FL	FLORIDA	9,129	9,844	715
GA	GEORGIA	6,912	6,458	-454
GU	GULF	8,560	6,932	-1,628
HI	HAWAIIAN	2,483	1,872	-611
IA	IOWA	2,392	2,355	-37
IE	INLAND EMPIRE	1,108	1,045	-63
IL	ILLINOIS	18,197	13,029	-5,168
IN	INDIANA	9,243	7,755	-1,488
KY	KENTUCKY	2,329	1,846	-483
LA	LOUISIANA	2,437	2,272	-165
LE	LAKE ERIE	3,074	2,761	-313
MA	MIDDLE ATLANTIC	10,929	7,843	-3,086
MD	MARYLAND	5,239	3,755	-1,484
ME	MAINE	843	576	-267
MI	MICHIGAN	8,205	5,531	-2,674
MN	MINNESOTA	7,340	6,638	-702
MR	METROPOLITAN	9,660	6,337	-3,323
MS	MISSISSIPPI	1,283	1,063	-220
MT	MONTANA	1,056	901	-155
MV	MISSOURI VALLEY	3,741	3,347	-394

LSC CODE	LSC NAME	2020	2021	INC./DEC.
MW	MIDWESTERN	2,348	2,157	-191
NC	NORTH CAROLINA	8,996	8,052	-944
ND	NORTH DAKOTA	1,238	1,211	-27
NE	NEW ENGLAND	7,898	6,245	-1,653
NI	NIAGARA	4,004	2,255	-1,749
NJ	NEW JERSEY	9,301	5,446	-3,855
NM	NEW MEXICO	1,438	1,185	-253
NT	NORTH TEXAS	6,701	5,953	-748
OH	OHIO	6,320	5,104	-1,216
OK	OKLAHOMA	1,625	1,759	134
OR	OREGON	4,628	3,326	-1,302
OZ	OZARK	3,057	2,324	-733
PC	PACIFIC	14,019	10,290	-3,729
PN	PACIFIC NORTHWEST	5,784	4,397	-1,387
PV	POTOMAC VALLEY	11,380	7,525	-3,855
SC	SOUTH CAROLINA	3,148	2,945	-203
SD	SOUTH DAKOTA	1,194	1,170	-24
SE	SOUTHEASTERN	6,187	5,274	-913
SI	SAN DIEGO-IMPERIAL	3,486	2,764	-722
SN	SIERRA NEVADA	2,293	2,553	260
SR	SNAKE RIVER	970	882	-88
ST	SOUTH TEXAS	6,396	5,472	-924
US	USA SWIMMING	36	24	-12
UT	UTAH	3,213	3,513	300
VA	VIRGINIA	6,287	5,942	-345
WI	WISCONSIN	6,138	4,876	-1,262
WT	WEST TEXAS	597	576	-21
WV	WEST VIRGINIA	378	270	-108
WY	WYOMING	1,398	1,236	-162
TOTAL		294,047	238,033	-56,014

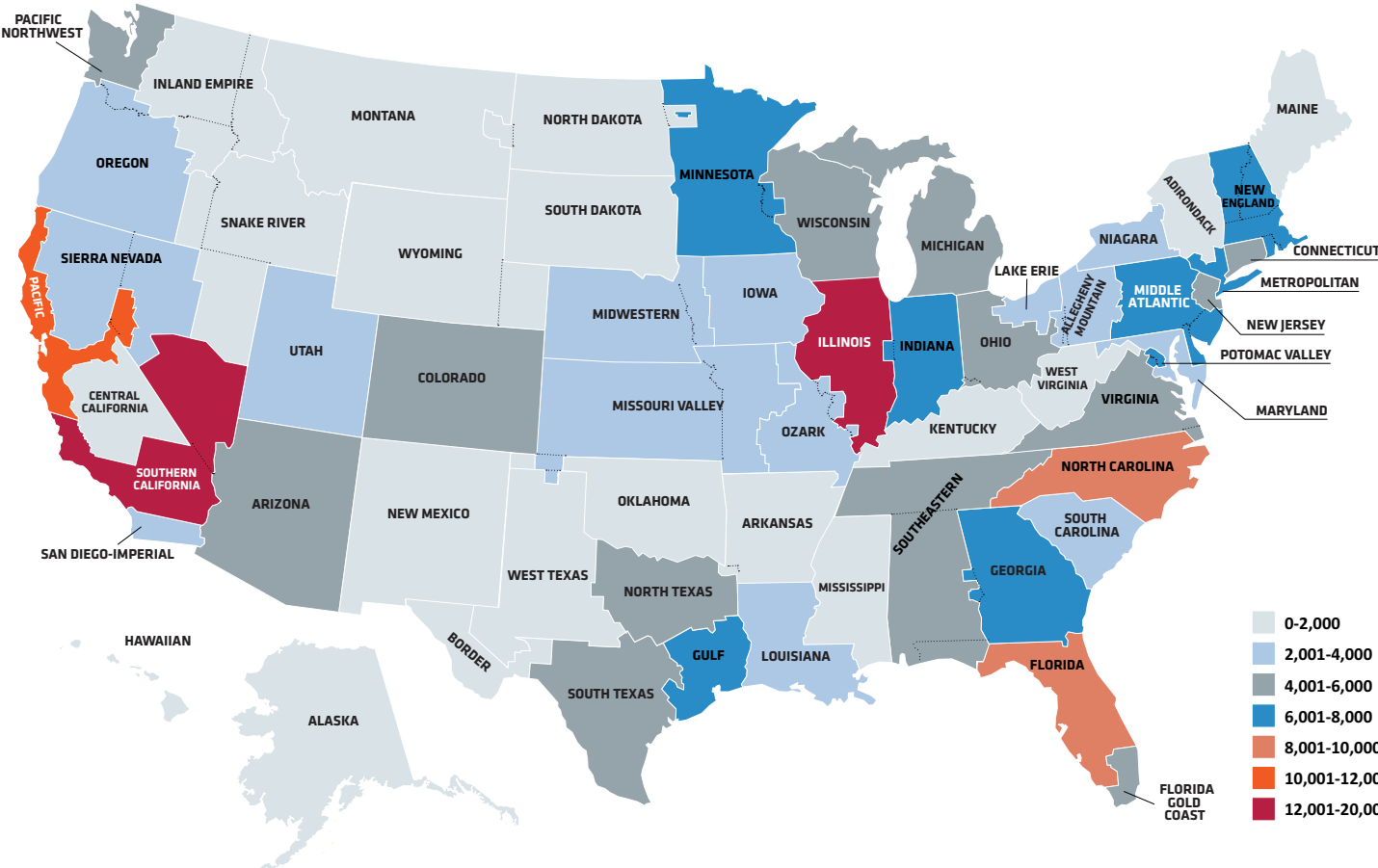
PREMIUM AND OUTREACH ATHLETE MEMBERSHIP BY ZONE 2020 VS. 2021



PREMIUM AND OUTREACH ATHLETE MEMBERSHIP 2020 VS. 2021



PREMIUM AND OUTREACH ATHLETE MEMBERSHIP 2021

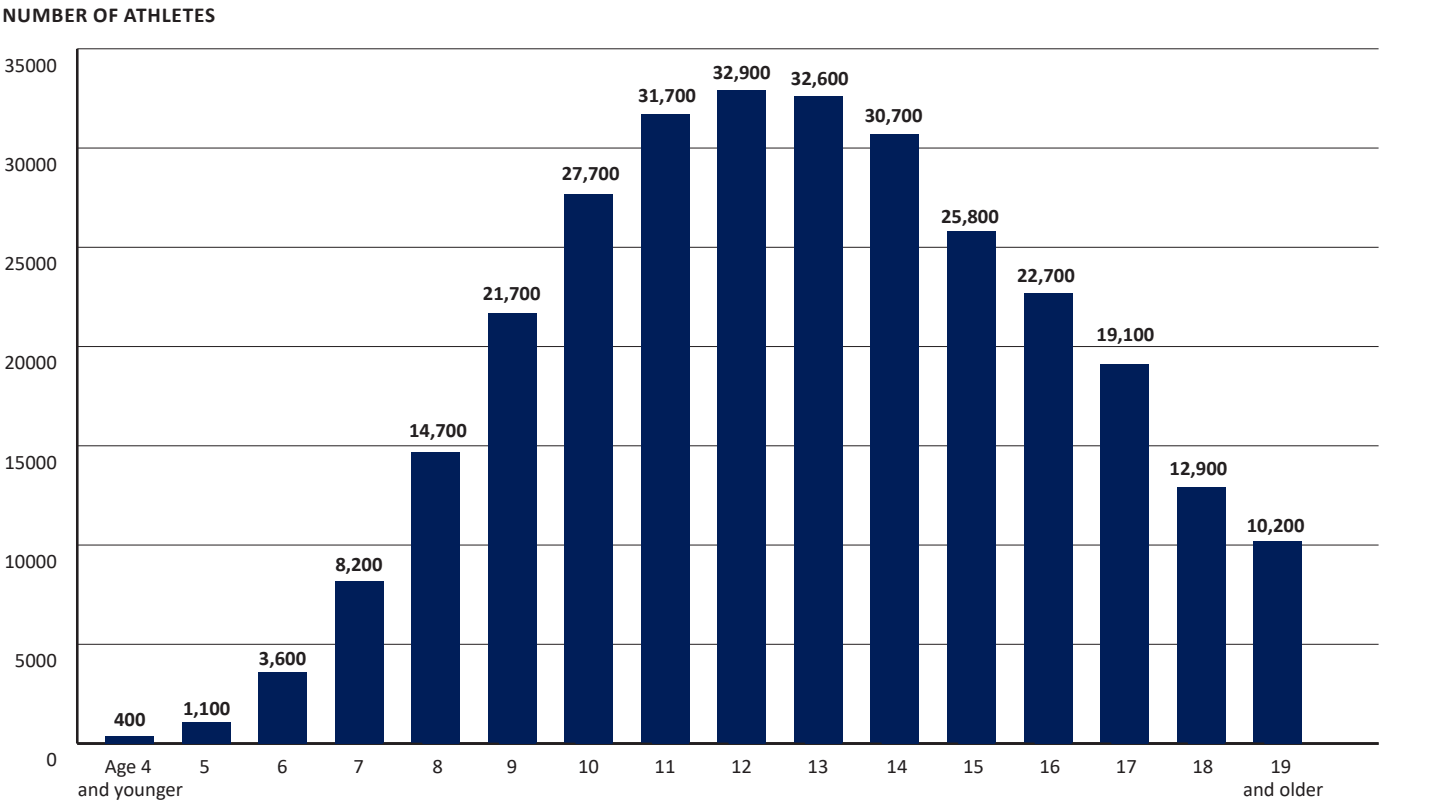


NEWS/RENEWS BY AGE GROUPS
2021 Premium and Outreach Athlete Membership

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	% OF TOTAL ATHLETES	NEW MALE	RENEW MALE	TOTAL MALE	% OF TOTAL ATHLETES	GRAND TOTAL	% OF TOTAL ATHLETES
8 & UNDER	4,363	2,262	6,625	2.8%	3,527	1,776	5,303	2.2%	11,928	2.2%
9	3,266	4,055	7,321	3.1%	2,666	3,389	6,055	2.5%	13,376	2.5%
10	3,632	7,073	10,705	4.5%	2,919	5,744	8,663	3.6%	19,368	3.6%
11	3,681	9,602	13,283	5.6%	2,852	7,817	10,669	4.5%	23,952	4.5%
12	3,176	11,860	15,036	6.3%	2,418	9,139	11,557	4.9%	26,593	4.9%
13	2,441	12,959	15,400	6.5%	1,932	9,901	11,833	5.0%	27,233	5.0%
14	1,790	13,373	15,163	6.4%	1,599	10,306	11,905	5.0%	27,068	5.0%
15	1,199	12,128	13,327	5.6%	1,096	9,422	10,518	4.4%	23,845	4.4%
16	791	10,452	11,243	4.7%	895	8,511	9,406	4.0%	20,649	4.0%
17	541	9,084	9,625	4.0%	630	7,832	8,462	3.6%	18,087	3.6%
18	249	6,568	6,817	2.9%	361	6,333	6,694	2.8%	13,511	2.8%
19 & OVER	240	5,549	5,789	2.4%	263	6,371	6,634	2.8%	12,423	2.8%
TOTAL	25,369	104,965	130,334	54.8%	21,158	86,541	107,699	45.2%	238,033	

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2020 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021. The average age of a year-round athlete is 12.

2021 Athlete Membership Age Distribution



2021 Premium and Outreach Athlete Membership Retention Rate

AGE	% OF RETAINED FEMALE ATHLETES	% OF RETAINED MALE ATHLETES	% OF RETAINED TOTAL ATHLETES
8 & UNDER	1.7%	1.6%	1.7%
9	3.1%	3.2%	3.1%
10	5.4%	5.3%	5.4%
11	7.4%	7.3%	7.3%
12	9.1%	8.5%	8.8%
13	10.0%	9.2%	9.6%
14	10.3%	9.6%	9.9%
15	9.3%	8.7%	9.1%
16	8.0%	7.9%	8.0%
17	7.0%	7.3%	7.1%
18	5.0%	5.9%	5.4%
19 & OVER	4.3%	5.9%	5.0%
TOTAL	81%	80.4%	80%

Number of Premium and Outreach athletes that have been registered for 5 or more consecutive years:

86,748

2020 vs. 2021 Premium and Outreach Athlete Membership

AGE	2020 FEMALE	2021 FEMALE	INC./DEC.	2020 MALE	2021 MALE	INC./DEC.	2020 TOTAL F/M	2021 TOTAL F/M	INC./DEC.
8 & UNDER	10,287	6,610	-3,677	8,540	5,283	-3,257	18,827	11,893	-6,934
9	11,202	7,336	-3,866	9,221	6,075	-3,146	20,423	13,411	-7,012
10	15,397	10,705	-4,692	12,479	8,663	-3,816	27,876	19,368	-8,508
11	18,325	13,283	-5,042	14,682	10,669	-4,013	33,007	23,952	-9,055
12	19,727	14,991	-4,736	15,925	11,524	-4,401	35,652	26,515	-9,137
13	19,550	15,445	-4,105	15,662	11,866	-3,796	35,212	27,311	-7,901
14	18,101	15,163	-2,938	14,556	11,905	-2,651	32,657	27,068	-5,589
15	14,606	13,327	-1,279	11,953	10,518	-1,435	26,559	23,845	-2,714
16	12,222	11,229	-993	10,262	9,389	-873	22,484	20,618	-1,866
17	9,559	9,639	80	8,883	8,479	-404	18,442	18,118	-324
18	6,771	6,817	46	6,903	6,694	-209	13,674	13,511	-163
19 & OVER	4,026	5,789	1,763	5,208	6,634	1,426	9,234	12,423	3,189
TOTAL	159,773	130,334	-29,439	134,274	107,699	-26,575	294,047	238,033	-56,014

Number of Premium and Outreach athletes that have been registered for 10 or more consecutive years:

14,428

OUTREACH ATHLETE MEMBERSHIP

In 2021, there were 4,733 Outreach members (which are included in the Premium athlete membership totals on pages 8 and 9). Outreach membership offers qualified individuals the opportunity to become a USA Swimming year-round athlete member at a reduced fee. The national fee for outreach membership is \$5.00 and the Local Swimming Committee has the option to set a local fee that may not exceed \$2.00. The goal is to provide opportu-

nities in swimming to under-represented and/or economically disadvantaged youth in the United States. Each Local Swimming Committee determines how they will qualify athletes for outreach membership. They may use but are not limited to national guidelines based on Federal Food Stamps, Free School Lunch and/or Federal Poverty Guidelines.

OUTREACH ATHLETE MEMBERSHIP 2020 VS. 2021

LSC CODE	LSC NAME	2020	2021	INC./DEC.
AD	ADIRONDACK	27	4	-23
AK	ALASKA	120	38	-82
AM	ALLEGHENY MOUNTAIN	51	19	-32
AR	ARKANSAS	36	18	-18
AZ	ARIZONA	38	26	-12
BD	BORDER	0	0	0
CA	SOUTHERN CALIFORNIA	976	453	-523
CC	CENTRAL CALIFORNIA	11	6	-5
CO	COLORADO	52	54	2
CT	CONNECTICUT	24	18	-6
FG	FLORIDA GOLD COAST	0	3	3
FL	FLORIDA	194	210	16
GA	GEORGIA	45	30	-15
GU	GULF	193	57	-136
HI	HAWAIIAN	129	56	-73
IA	IOWA	35	57	22
IE	INLAND EMPIRE	33	20	-13
IL	ILLINOIS	2,752	856	-1,896
IN	INDIANA	402	348	-54
KY	KENTUCKY	180	92	-88
LA	LOUISIANA	10	2	-8
LE	LAKE ERIE	99	46	-53
MA	MIDDLE ATLANTIC	26	13	-13
MD	MARYLAND	47	16	-31
ME	MAINE	18	4	-14
MI	MICHIGAN	193	91	-102
MN	MINNESOTA	43	30	-13
MR	METROPOLITAN	216	96	-120
MS	MISSISSIPPI	1	0	-1
MT	MONTANA	71	46	-25

LSC CODE	LSC NAME	2020	2021	INC./DEC.
MV	MISSOURI VALLEY	77	116	39
MW	MIDWESTERN	56	41	-15
NC	NORTH CAROLINA	122	91	-31
ND	NORTH DAKOTA	7	7	0
NE	NEW ENGLAND	88	51	-37
NI	NIAGARA	252	239	-13
NJ	NEW JERSEY	267	96	-171
NM	NEW MEXICO	90	77	-13
NT	NORTH TEXAS	35	34	-1
OH	OHIO	49	47	-2
OK	OKLAHOMA	57	29	-28
OR	OREGON	189	152	-37
OZ	OZARK	25	20	-5
PC	PACIFIC	220	138	-82
PN	PACIFIC NORTHWEST	158	75	-83
PV	POTOMAC VALLEY	22	3	-19
SC	SOUTH CAROLINA	32	6	-26
SD	SOUTH DAKOTA	4	2	-2
SE	SOUTHEASTERN	103	81	-22
SI	SAN DIEGO-IMPERIAL	116	61	-55
SN	SIERRA NEVADA	54	154	100
SR	SNAKE RIVER	22	29	7
ST	SOUTH TEXAS	94	80	-14
UT	UTAH	131	139	8
VA	VIRGINIA	66	88	22
WI	WISCONSIN	72	58	-14
WT	WEST TEXAS	0	0	0
WV	WEST VIRGINIA	1	0	-1
WY	WYOMING	75	110	35
TOTAL		8,506	4,733	-3,773



2021 Premium and Outreach Athlete Members with a Disability

Athletes are asked, but not mandated, to provide disability information on the registration form.

LSC Code	LSC Name	Blind or Visually Impaired		Deaf or Hard of Hearing		Physical Disability		Cognitive Disability		No. of Athletes
		Female	Male	Female	Male	Female	Male	Female	Male	
AD	Adirondack	1	0	2	2	1	0	2	6	13
AK	Alaska	4	3	7	2	2	1	6	5	29
AM	Allegheny Mountain	4	4	6	3	2	1	5	18	42
AR	Arkansas	3	0	7	0	4	3	6	1	22
AZ	Arizona	2	10	3	4	5	7	6	12	47
BD	Border	0	1	0	0	2	1	0	1	5
CA	Southern California	12	10	16	8	20	15	14	49	135
CC	Central California	3	4	4	1	1	3	2	4	21
CO	Colorado	9	8	16	4	12	17	9	21	93
CT	Connecticut	6	5	5	2	3	3	9	11	44
FG	Florida Gold Coast	2	4	4	2	5	6	6	8	35
FL	Florida	14	5	11	14	17	7	18	46	128
GA	Georgia	9	10	6	5	9	9	13	28	84
GU	Gulf	16	8	8	8	9	2	10	17	77
HI	Hawaiian	3	1	4	0	4	1	2	7	22
IA	Iowa	2	6	3	3	4	4	5	7	34
IE	Inland Empire	1	2	2	1	4	0	4	7	20
IL	Illinois	12	7	13	10	18	6	17	34	114
IN	Indiana	18	21	12	12	13	17	13	50	148
KY	Kentucky	3	2	0	2	4	4	0	6	21
LA	Louisiana	0	1	4	3	0	2	11	15	36
LE	Lake Erie	5	5	7	6	9	5	12	15	60
MA	Middle Atlantic	14	10	14	9	11	12	9	20	94
MD	Maryland	4	6	7	2	8	4	8	13	49
ME	Maine	0	0	2	2	2	2	2	1	11
MI	Michigan	3	3	8	2	9	7	5	18	51
MN	Minnesota	7	4	10	4	11	2	18	23	78
MR	Metropolitan	5	3	5	4	11	13	6	23	69
MS	Mississippi	1	1	3	2	2	1	4	4	17
MT	Montana	0	0	1	1	0	1	4	6	13

2021 Premium and Outreach Athlete Members with a Disability

Athletes are asked, but not mandated, to provide disability information on the registration form.

LSC Code	LSC Name	Blind or Visually Impaired		Deaf or Hard of Hearing		Physical Disability		Cognitive Disability		No. of Athletes
		Female	Male	Female	Male	Female	Male	Female	Male	
MV	Missouri Valley	5	5	5	1	7	6	7	10	43
MW	Midwestern	8	0	3	2	2	1	3	11	30
NC	North Carolina	12	11	16	12	7	6	10	13	84
ND	North Dakota	4	2	2	2	3	3	9	7	32
NE	New England	7	6	16	5	6	5	13	25	79
NI	Niagara	3	1	7	1	5	1	6	14	38
NJ	New Jersey	7	4	3	3	4	3	3	12	37
NM	New Mexico	6	2	3	1	1	2	4	10	29
NT	North Texas	8	5	7	11	10	10	11	28	87
OH	Ohio	9	11	8	8	9	10	8	20	81
OK	Oklahoma	6	1	7	6	3	1	3	10	36
OR	Oregon	3	5	5	5	4	5	10	9	45
OZ	Ozark	0	5	5	2	2	1	5	3	22
PC	Pacific	10	7	6	10	5	8	9	31	84
PN	Pacific Northwest	7	3	7	3	9	3	15	20	66
PV	Potomac Valley	8	7	11	7	6	7	9	13	65
SC	South Carolina	8	2	4	6	4	2	10	12	46
SD	South Dakota	1	2	2	1	4	1	2	4	17
SE	Southeastern	7	8	5	9	12	11	18	32	94
SI	San Diego-Imperial	7	2	6	3	5	4	5	14	45
SN	Sierra Nevada	10	4	3	4	1	4	4	7	35
SR	Snake River	2	1	3	3	1	1	2	3	16
ST	South Texas	7	16	10	15	14	10	15	31	110
UT	Utah	9	5	2	5	8	3	4	20	50
VA	Virginia	12	13	4	8	8	4	10	21	77
WI	Wisconsin	4	9	8	5	7	9	12	19	70
WT	West Texas	1	1	0	0	1	0	2	3	8
WV	West Virginia	0	0	0	1	1	0	1	2	3
WY	Wyoming	3	2	3	0	0	2	4	3	17
TOTAL		337	284	351	257	351	279	440	883	3,058

2021 Premium and Outreach Athlete Membership — Ethnicity

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC Code	LSC Name	African American or Black		American Indian and Alaska Native		Asian		Hispanic or Latino		Native Hawaiian and Other Pacific Island		White		Other		Mixed		No Response	
		Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
AD	Adirondack	1	2	0	0	32	39	7	1	0	0	255	165	4	3	18	10	85	62
AK	Alaska	1	4	29	21	11	7	3	0	0	0	313	266	2	2	81	48	281	247
AM	Allegheny Mountain	10	9	0	0	40	57	7	7	1	0	928	631	11	12	47	50	358	282
AR	Arkansas	15	8	3	1	30	46	29	13	1	0	497	444	2	5	55	37	70	77
AZ	Arizona	18	21	7	1	66	92	98	99	1	3	1,337	925	22	14	239	196	777	581
BD	Border	3	6	0	0	3	6	119	129	0	0	41	36	0	4	32	33	74	67
CA	Southern California	62	44	11	9	1,144	1,554	490	408	33	32	2,151	1,684	85	105	895	714	2,486	2,470
CC	Central California	10	4	1	0	33	26	52	45	5	1	209	145	8	10	75	54	184	168
CO	Colorado	25	6	4	0	118	85	70	55	4	0	2,021	1,289	20	17	281	196	1,028	689
CT	Connecticut	23	14	1	0	123	139	53	53	0	4	1,139	800	18	12	135	96	1,126	824
FG	Florida Gold Coast	49	42	0	1	32	53	309	468	4	1	518	528	31	53	163	191	962	1,034
FL	Florida	68	64	4	6	155	177	220	234	4	6	2,445	1,954	35	31	403	375	1,939	1,724
GA	Georgia	160	149	2	1	154	245	101	78	3	1	1,833	1,421	24	26	213	191	975	881
GU	Gulf	86	67	3	5	309	384	240	262	1	2	1,571	1,210	36	33	360	297	1,058	1,008
HI	Hawaiian	3	1	1	1	169	168	11	7	49	32	241	195	19	21	274	210	259	211
IA	Iowa	12	4	2	0	38	42	9	13	1	0	1,029	722	1	3	62	51	199	167
IE	Inland Empire	3	2	2	1	19	24	15	16	0	0	360	254	2	6	44	38	149	110
IL	Illinois	117	98	6	5	456	621	270	221	7	2	3,922	3,094	121	99	463	369	4,308	4,019
Ill-	93	71	2	5	352	448	202	145	7	2	3,540	2,660	64	58	443	346	2,476	2,115	756
IN	Indiana	60	45	2	0	124	137	94	110	0	0	3,091	2,314	25	24	263	237	676	553
KY	Kentucky	12	4	0	0	27	26	10	9	1	0	627	509	4	4	27	29	290	267
LA	Louisiana	38	39	2	1	27	37	16	24	0	0	637	552	1	11	42	37	407	401
LE	Lake Erie	27	18	0	0	39	64	26	15	1	1	986	728	15	7	104	69	359	302
MA	Middle At-	78	54	2	1	183	288	56	51	5	6	2,583	2,187	59	58	249	205	943	835
MD	Maryland	102	91	2	0	130	166	30	30	1	0	1,182	998	16	13	161	151	357	325
ME	Maine	2	4	0	3	7	8	3	2	0	0	272	170	0	2	21	19	41	22
MI	Michigan	61	34	2	5	120	177	44	31	1	0	1,951	1,342	16	13	180	124	817	613
MN	Minnesota	25	9	6	0	121	108	40	26	2	0	2,247	1,253	10	13	146	94	1,559	979
MR	Metropoli-	61	52	1	4	291	353	165	123	2	1	1,324	1,184	58	80	305	249	1,126	958
MS	Mississippi	18	23	0	0	30	24	4	5	1	0	360	342	0	4	23	27	102	100
MT	Montana	1	1	10	4	4	5	4	2	0	1	303	178	2	1	18	18	213	136
MV	Missouri	9	10	5	4	57	77	48	39	4	0	1,086	801	9	8	83	80	577	450
MW	Midwestern	7	4	3	1	30	30	25	19	0	0	790	638	6	2	66	34	277	225

2021 Premium and Outreach Athlete Membership — Ethnicity

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC Code	LSC Name	African American or Black		American Indian and Alaska Native		Asian		Hispanic or Latino		Native Hawaiian and Other Pacific Island		White		Other		Mixed		No Response	
		Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
NC	North Caro- lina	90	74	5	3	147	183	63	59	1	3	2,404	1,758	16	18	205	177	1,508	1,339
ND	North Da- kota	2	1	4	2	6	6	4	2	0	0	568	312	2	1	32	12	153	104
NE	New England	52	40	1	3	329	389	69	41	0	1	2,027	1,319	62	46	197	172	912	585
NI	Niagara	89	77	1	2	37	38	20	19	0	0	896	658	13	11	69	41	156	128
NJ	New Jersey	25	19	0	0	348	394	82	86	0	2	913	717	214	185	149	108	1,145	1,059
NM	New Mexico	4	2	7	4	35	31	96	63	1	0	277	215	9	1	115	90	119	116
NT	North Texas	68	49	6	5	436	586	122	122	4	4	1,262	1,171	43	33	243	226	846	727
OH	Ohio	32	16	0	3	84	110	34	29	2	3	1,842	1,432	13	17	174	128	652	533
OK	Oklahoma	10	5	23	27	49	53	22	29	1	0	495	432	4	12	115	84	195	201
OR	Oregon	9	10	9	4	122	142	39	32	2	2	1,009	679	11	14	187	125	482	448
OZ	Ozark	17	14	0	0	66	88	25	12	1	0	968	634	2	3	73	68	187	166
PC	Pacific	31	21	8	6	842	1,034	157	119	13	13	1,562	1,199	67	55	561	469	2,166	1,967
PN	Pacific Northwest	20	9	4	3	405	508	29	23	3	3	1,154	871	22	27	314	231	397	374
PV	Potomac Valley	121	100	4	6	381	477	125	91	3	0	1,823	1,512	278	244	390	312	869	789
SC	South Caro- lina	30	33	2	0	24	29	23	30	1	0	1,088	822	12	5	89	60	386	312
SD	South Dakota	0	0	1	3	4	3	2	5	0	0	344	259	1	1	35	18	291	203
SE	Southeastern	60	60	5	3	89	94	32	28	1	1	1,616	1,299	22	20	135	119	872	818
SI	San Diego- Imperial	4	4	1	0	126	136	83	61	4	8	604	489	17	9	232	188	431	367
SN	Sierra Ne- vada	5	3	6	4	76	114	34	37	6	4	478	367	6	7	207	122	586	491
SR	Snake River	1	2	0	0	11	10	20	13	0	0	379	278	4	1	39	45	46	33
ST	South Texas	18	27	2	5	234	315	245	259	6	4	1,575	1,347	24	25	401	382	323	280
US	USA Swimming	0	0	0	0	1	2	0	0	0	0	7	4	0	0	1	3	3	3
UT	Utah	4	5	5	2	41	47	51	60	11	5	1,093	1,054	6	7	102	106	462	452
VA	Virginia	56	42	2	3	108	96	54	49	5	3	1,865	1,425	23	23	238	172	949	829
WI	Wisconsin	7	9	3	4	70	66	38	22	3	0	2,134	1,201	13	9	182	115	620	380
WT	West Texas	4	5	1	0	7	11	15	18	0	1	122	100	0	1	20	17	135	119
WV	West Virginia	2	1	0	0	9	2	0	0	0	0	100	61	0	1	1	0	54	39
WY	Wyoming	2	0	1	1	4	4	11	10	1	0	440	371	1	1	31	23	193	142
TOTAL		1,906	1,534	208	168	8,109	10,060	4,095	3,838	201	150	66,912	50,511	1,490	1,432	10,045	8,119	37,368	31,887
% of Total Year-Round Athletes (238,033)		.8%	.6%	.1%	.1%	3.4%	4.2%	1.7%	1.6%	.1%	.1%	28.1%	21.2%	.6%	.6%	4.2%	3.4%	15.7%	13.4%

NOTE: 29.1% of athletes did not respond to the ethnicity question on their registration form. Response to this question is not mandatory.

Flex Athlete Membership

All Flex athletes join USA Swimming through their Local Swimming Committee (LSC), one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/ Membership Chair is responsible for providing athlete registration information and applications to all interested individuals.

Flex athlete membership is for a calendar year period (January- December). New athlete memberships processed on or after September 1 are valid through December 31 of the following year. Flex membership is option for all LSCs and clubs; they are not required to offer it.

Flex athlete membership provides liability and secondary accident medical insurance coverage.

NEWS/RENEWS – 2021 FLEX ATHLETE MEMBERSHIP

LSC CODE	LSC NAME	NEW FLEX	RENEW FLEX	TOTAL FLEX	NEW UPGRADES	RENEW UPGRADES	TOTAL UPGRADES
AD	ADIRONDACK	71	88	159	24	168	192
AK	ALASKA	327	232	559	43	102	145
AM	ALLEGHENY MOUNTAIN	245	314	559	26	246	272
AR	ARKANSAS	117	79	196	13	34	47
AZ	ARIZONA	826	386	1,212	138	108	246
BD	BORDER	626	202	828	23	207	230
CA	SOUTHERN CALIFORNIA	2,394	1,725	4,119	149	621	770
CC	CENTRAL CALIFORNIA	196	122	318	40	42	82
CO	COLORADO	599	505	1,104	52	148	200
CT	CONNECTICUT	162	122	284	51	197	248
FG	FLORIDA GOLD COAST	464	75	539	71	15	86
FL	FLORIDA	1,720	1,148	2,868	242	449	691
GA	GEORGIA	463	290	753	66	113	179
GU	GULF	1,285	826	2,111	128	232	360
HI	HAWAIIAN	259	182	441	8	93	101
IA	IOWA	517	200	717	89	74	163
IE	INLAND EMPIRE	152	116	268	11	34	45
IL	ILLINOIS	158	312	470	15	131	146
IN	INDIANA	916	760	1,676	221	653	874
KY	KENTUCKY	110	127	237	26	40	66
LA	LOUISIANA	438	232	670	21	78	99
LE	LAKE ERIE	169	215	384	22	25	47
MA	MIDDLE ATLANTIC	360	560	920	28	43	71
MD	MARYLAND	253	377	630	12	88	100
ME	MAINE	46	105	151	8	37	45
MI	MICHIGAN	51	26	77	11	5	16
MN	MINNESOTA	265	319	584	80	216	296
MR	METROPOLITAN	255	397	652	31	398	429
MT	MONTANA	96	139	235	11	107	118

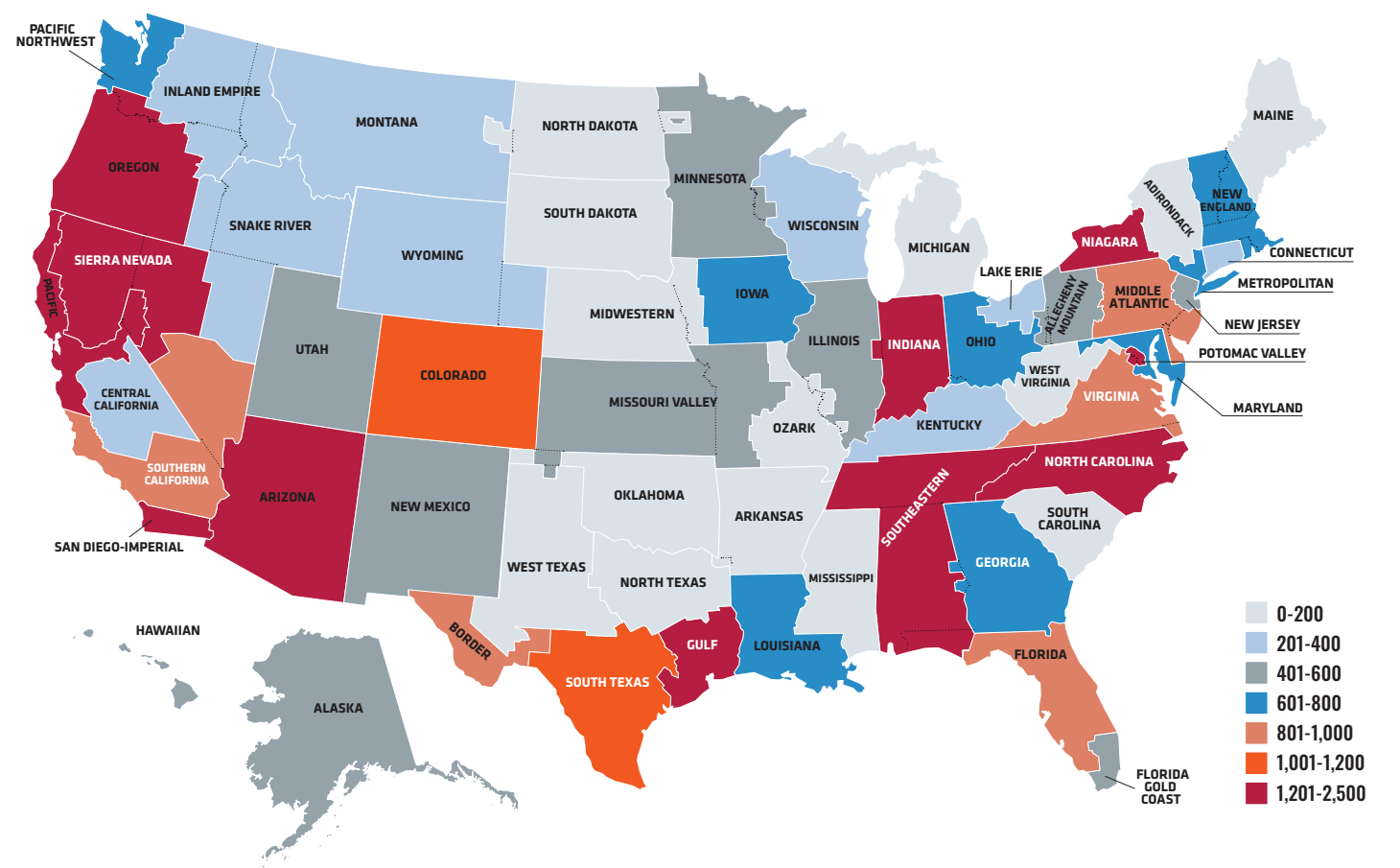


NEWS/RENEWS – 2021 FLEX ATHLETE MEMBERSHIP

LSC CODE	LSC NAME	NEW FLEX	RENEW FLEX	TOTAL FLEX	NEW UPGRADES	RENEW UPGRADES	TOTAL UPGRADES
MV	MISSOURI VALLEY	244	237	481	25	81	106
MW	MIDWESTERN	75	107	182	20	12	32
NC	NORTH CAROLINA	843	746	1,589	190	295	485
ND	NORTH DAKOTA	88	57	145	7	13	20
NE	NEW ENGLAND	270	343	613	86	68	154
NI	NIAGARA	465	836	1,301	66	239	305
NJ	NEW JERSEY	70	453	523	0	36	36
NM	NEW MEXICO	298	224	522	6	21	27
NT	NORTH TEXAS	-1	0	-1	0	0	0
OH	OHIO	363	364	727	58	106	164
OK	OKLAHOMA	20	4	24	3	2	5
OR	OREGON	566	680	1,246	23	120	143
OZ	OZARK	45	63	108	3	9	12
PC	PACIFIC	1,108	1,186	2,294	11	109	120
PN	PACIFIC NORTHWEST	304	414	718	7	53	60
PV	POTOMAC VALLEY	560	1,064	1,624	79	378	457
SC	SOUTH CAROLINA	154	39	193	16	28	44
SD	SOUTH DAKOTA	4	4	8	0	0	0
SE	SOUTHEASTERN	643	639	1,282	79	354	433
SI	SAN DIEGO-IMPERIAL	1,000	453	1,453	78	67	145
SN	SIERRA NEVADA	1,246	930	2,176	134	304	438
SR	SNAKE RIVER	218	157	375	14	40	54
ST	SOUTH TEXAS	603	448	1,051	67	85	152
UT	UTAH	285	172	457	39	18	57
VA	VIRGINIA	587	272	859	220	114	334
WI	WISCONSIN	0	-2	-2	0	0	0
WT	WEST TEXAS	204	69	273	18	4	22
WV	WEST VIRGINIA	37	29	66	6	28	34
WY	WYOMING	99	148	247	10	43	53
TOTAL		23,938	20,317	44,255	2,925	7,331	10,256

Upgrades are when a new or renewed athlete upgrades from Flex to Premium in the same registration period (September – December of the following year).

2021 FLEX MEMBERSHIP BY LSC



NEWS/RENEWS BY AGE GROUPS – 2021 FLEX ATHLETE MEMBERSHIP

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	% OF TOTAL ATHLETES	NEW MALE	RENEW MALE	TOTAL MALE	% OF TOTAL ATHLETES	GRAND TOTAL	% OF TOTAL ATHLETES
8 & UNDER	3,666	704	4,370	9.9%	3,175	583	3,758	8.5%	8,128	18.4%
9	1,783	756	2,539	5.7%	1,516	691	2,207	5.0%	4,746	10.7%
10	1,752	1,050	2,802	6.3%	1,400	845	2,245	5.1%	5,047	11.4%
11	1,540	1,187	2,727	6.2%	1,371	1,011	2,382	5.4%	5,109	11.5%
12	1,258	1,370	2,628	5.9%	1,105	1,226	2,331	5.3%	4,959	11.2%
13	875	1,267	2,142	4.8%	897	1,136	2,033	4.6%	4,175	9.4%
14	680	1,231	1,911	4.3%	662	1,003	1,665	3.8%	3,576	8.1%
15	442	1,020	1,462	3.3%	429	891	1,320	3.0%	2,782	6.3%
16	329	933	1,262	2.9%	308	681	989	2.2%	2,251	5.1%
17	214	715	929	2.1%	223	645	868	2.0%	1,797	4.1%
18	100	524	624	1.4%	137	447	584	1.3%	1,208	2.7%
19 & OVER	29	220	249	0.6%	47	181	228	0.5%	477	1.1%
TOTAL	12,668	10,977	23,645	53.4%	11,270	9,340	20,610	46.6%	44,255	

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2021 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021. The average age of a flex athlete is 11.7.

2021 FLEX ATHLETE MEMBERS WHO WERE PREMIUM, OUTREACH OR SEASONAL IN 2019

LSC CODE	LSC NAME	FLEX	OUTREACH	PREMIUM	SEASONAL	TOTAL
AD	ADIRONDACK	9		70		79
AK	ALASKA	88	5	101		194
AM	ALLEGHENY MOUNTAIN	86		178	3	267
AR	ARKANSAS	23		27	2	52
AZ	ARIZONA	100	8	150	5	263
BD	BORDER	25		89		114
CA	SOUTHERN CALIFORNIA	476	46	762		1,284
CC	CENTRAL CALIFORNIA	42		41		83
CO	COLORADO	105	1	245		351
FG	FLORIDA GOLD COAST	16		80		96
FL	FLORIDA	25		19		44
GA	GEORGIA	209	1	347	34	591
GU	GULF	90	1	129	4	224
HI	HAWAIIAN	255	4	297	9	565
IA	IOWA	43		89	1	133
IE	INLAND EMPIRE	55		45	11	111
IL	ILLINOIS	40		56		96
IN	INDIANA	45	10	213		268
KY	KENTUCKY	198	22	357	1	578
LA	LOUISIANA	32	2	64		98
LE	LAKE ERIE	82		79		161
MA	MIDDLE ATLANTIC	90		53	1	144
MD	MARYLAND	162	1	326		489
ME	MAINE	23	3	349	1	376
MR	METROPOLITAN	9		63	13	85
MT	MONTANA			25		25
MV	MISSOURI VALLEY	87		73	1	161
MW	MIDWESTERN	36	3	21		60
NC	NORTH CAROLINA	254	1	328	1	584
ND	NORTH DAKOTA	15		22		37
NE	NEW ENGLAND	47		256		303
NI	NIAGARA	164	7	543		714
OK	OKLAHOMA	60		384		444
OR	OREGON	64		112		176
OZ	OZARK			1		1
PN	PACIFIC NORTHWEST	45	1	214	3	263
PV	POTOMAC VALLEY			2		2
SC	SOUTH CAROLINA	140	5	409		554
SE	SOUTHEASTERN	14		33		47
SI	SAN DIEGO-IMPERIAL	4	5	896	51	956
SN	SIERRA NEVADA	170	5	182	1	358
SR	SNAKE RIVER	183	2	749		934
ST	SOUTH TEXAS	115		197		312
UT	UTAH	60	3	24		87
VA	VIRGINIA	125		73		198
WT	WEST TEXAS	55		3		58
WV	WEST VIRGINIA	10		11		21
WY	WYOMING	79	2	44		125
TOTAL		4,943	150	9,935	208	15,236

2021 FLEX ATHLETE MEMBERS WITH A DISABILITY

Athletes are asked, but not mandated, to provide disability information on the registration form.

LSC CODE	LSC NAME	BLIND OR VISUALLY IMPAIRED		DEAF OR HARD OF HEARING		PHYSICAL DISABILITY		COGNITIVE DISABILITY		NO. OF ATHLETES
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	
AD	ADIRONDACK	0	0	0	0	0	0	0	2	2
AK	ALASKA	2	1	1	0	0	0	1	5	10
AM	ALLEGHENY MOUNTAIN	1	2	1	0	0	1	1	4	10
AR	ARKANSAS	1	0	2	1	0	0	1	1	6
AZ	ARIZONA	1	1	2	1	2	3	1	5	14
BD	BORDER	0	1	0	0	0	0	2	2	5
CA	SOUTHERN CALIFORNIA	6	7	2	5	7	3	9	21	53
CC	CENTRAL CALIFORNIA	1	0	0	0	0	0	0	2	3
CO	COLORADO	4	1	6	2	4	0	4	7	25
CT	CONNECTICUT	0	0	0	1	0	0	0	0	1
FG	FLORIDA GOLD COAST	0	0	0	0	0	1	0	1	2
FL	FLORIDA	3	1	4	0	4	1	4	14	29
GA	GEORGIA	1	1	0	0	1	0	2	2	7
GU	GULF	5	3	3	3	4	0	14	16	47
HI	HAWAIIAN	1	0	0	0	1	1	5	1	9
IA	IOWA	0	0	1	0	2	0	3	1	6
IE	INLAND EMPIRE	0	0	0	0	0	0	1	1	2
IL	ILLINOIS	0	1	0	0	0	0	0	2	3
IN	INDIANA	5	6	3	3	4	1	4	9	32
KY	KENTUCKY	1	0	0	0	0	1	1	1	4
LA	LOUISIANA	1	1	0	0	0	1	1	4	7
LE	LAKE ERIE	1	0	2	1	1	0	1	7	13
MA	MIDDLE ATLANTIC	1	4	0	1	2	0	2	5	14
MD	MARYLAND	0	2	0	0	3	3	1	6	15
ME	MAINE	1	0	1	0	0	0	0	1	3
MI	MICHIGAN	0	0	0	0	0	0	0	0	0
MN	MINNESOTA	0	1	2	0	0	0	1	3	7
MR	METROPOLITAN	1	1	1	0	1	0	2	0	6
MS	MISSISSIPPI	0	0	0	0	0	0	0	0	0
MT	MONTANA	0	2	0	0	1	0	0	2	4

2021 FLEX ATHLETE MEMBERS WITH A DISABILITY

Athletes are asked, but not mandated, to provide disability information on the registration form.

LSC CODE	LSC NAME	BLIND OR VISUALLY IMPAIRED		DEAF OR HARD OF HEARING		PHYSICAL DISABILITY		COGNITIVE DISABILITY		NO. OF ATHLETES
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	
MV	MISSOURI VALLEY	0	2	0	1	1	0	0	3	7
MW	MIDWESTERN	0	0	0	0	1	1	0	2	3
NC	NORTH CAROLINA	1	2	3	1	2	0	1	3	13
ND	NORTH DAKOTA	0	0	2	0	0	0	0	0	2
NE	NEW ENGLAND	1	2	0	1	0	1	2	5	12
NI	NIAGARA	4	2	3	2	2	3	5	7	28
NJ	NEW JERSEY	1	0	0	0	0	0	1	1	3
NM	NEW MEXICO	0	0	1	1	0	0	0	2	4
NT	NORTH TEXAS	0	0	0	0	0	0	0	0	0
OH	OHIO	1	2	1	2	1	0	3	1	11
OK	OKLAHOMA	0	0	0	0	0	0	0	0	0
OR	OREGON	0	1	2	1	4	3	4	2	17
OZ	OZARK	0	0	0	0	0	0	0	0	0
PC	PACIFIC	2	2	0	2	1	3	6	13	29
PN	PACIFIC NORTHWEST	1	0	1	1	0	0	1	2	6
PV	POTOMAC VALLEY	0	1	1	4	2	0	1	2	11
SC	SOUTH CAROLINA	0	0	0	2	0	0	1	1	4
SD	SOUTH DAKOTA	0	0	0	0	0	0	0	0	0
SE	SOUTHEASTERN	2	1	1	1	5	3	2	7	21
SI	SAN DIEGO-IMPERIAL	2	1	4	0	3	1	2	7	20
SN	SIERRA NEVADA	5	0	4	4	2	2	3	7	25
SR	SNAKE RIVER	1	0	3	1	1	1	0	3	10
ST	SOUTH TEXAS	6	3	2	0	2	3	3	10	27
UT	UTAH	0	0	0	0	0	0	1	1	2
VA	VIRGINIA	6	2	1	0	0	1	4	3	16
WI	WISCONSIN	0	0	0	0	0	0	0	0	0
WT	WEST TEXAS	0	0	0	1	0	0	1	0	2
WV	WEST VIRGINIA	0	0	0	0	0	0	0	0	0
WY	WYOMING	0	0	0	0	1	0	2	1	4
TOTAL		70	57	60	43	65	38	104	208	616

2021 FLEX ATHLETE MEMBERSHIP — ETHNICITY

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
AD	ADIRONDACK	0	0	0	0	4	1	0	1	0	0	54	31	0	0	2	0	47	22
AK	ALASKA	0	0	10	6	5	0	1	0	1	1	98	73	2	0	24	25	163	145
AM	ALLEGHENY MOUNTAIN	2	1	0	0	8	21	3	0	0	0	184	145	3	3	14	9	87	75
AR	ARKANSAS	2	6	0	0	7	2	1	1	0	0	82	57	0	2	4	5	17	8
AZ	ARIZONA	2	5	3	1	12	19	34	37	0	1	272	216	5	9	52	33	279	231
BD	BORDER	1	3	0	1	4	7	97	94	0	0	40	30	0	1	27	30	268	221
CA	SOUTHERN CALIFORNIA	27	17	1	1	137	212	192	170	7	8	563	495	23	15	243	201	885	895
CC	CENTRAL CALIFORNIA	0	0	1	0	4	8	10	12	0	0	65	67	3	5	22	12	53	56
CO	COLORADO	5	3	0	1	8	8	18	9	1	0	344	226	7	2	50	51	199	171
CT	CONNECTICUT	3	3	0	0	5	8	1	5	0	0	51	28	3	1	3	6	89	76
FG	FLORIDA GOLD COAST	5	7	0	0	2	3	20	32	0	0	46	46	1	1	9	12	163	195
FL	FLORIDA	23	21	1	0	52	60	56	59	0	3	640	497	12	17	100	91	643	620
GA	GEORGIA	31	24	0	0	2	7	7	8	2	1	169	105	2	2	14	18	204	150
GU	GULF	43	29	0	1	75	107	93	71	3	1	409	371	8	13	94	79	372	341
HI	HAWAIIAN	0	0	1	0	30	33	2	1	7	4	31	23	0	0	28	27	146	114
IA	IOWA	1	0	0	0	5	8	3	3	0	0	173	123	1	1	8	8	215	166
IE	INLAND EMPIRE	0	1	1	0	8	8	2	2	0	0	80	55	1	0	11	6	50	47
IL	ILLINOIS	5	4	0	2	11	16	10	2	0	0	128	81	1	3	24	18	89	75
IN	INDIANA	3	4	1	0	26	19	32	29	0	0	588	481	4	3	47	27	221	186
KY	KENTUCKY	1	0	0	0	3	5	5	1	0	0	71	58	2	4	5	5	37	40
LA	LOUISIANA	11	11	0	0	8	11	14	5	0	0	115	135	1	1	16	11	172	160
LE	LAKE ERIE	1	1	0	0	7	8	5	3	0	0	137	99	0	0	7	3	51	63
MA	MIDDLE ATLANTIC	3	4	0	0	25	24	13	9	1	0	258	259	6	4	27	26	142	121
MD	MARYLAND	30	31	0	0	24	22	0	6	0	0	197	170	2	0	28	16	61	48
ME	MAINE	0	0	0	0	1	1	0	0	0	0	93	46	0	0	2	0	6	2
MI	MICHIGAN	3	4	0	0	4	0	2	0	0	0	24	23	0	0	5	1	9	11
MN	MINNESOTA	3	2	0	0	5	6	3	3	0	0	178	99	11	4	9	8	146	101
MR	METROPOLI-	9	6	0	0	31	34	25	29	0	0	120	101	4	2	23	23	120	122
MS	MISSISSIPPI	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
MT	MONTANA	0	1	1	0	0	1	2	2	0	0	82	56	0	3	4	6	45	31
MV	MISSOURI	3	0	0	0	7	13	1	4	0	0	142	92	2	1	13	5	109	87
MW	MIDWESTERN	1	1	0	0	2	5	0	0	0	0	39	33	0	0	0	2	59	42

2021 FLEX ATHLETE MEMBERSHIP — ETHNICITY

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
NC	NORTH CAROLINA	10	10	3	0	11	9	19	17	1	0	390	314	5	4	46	28	380	334
ND	NORTH DAKOTA	0	0	0	0	0	0	0	0	0	0	64	46	1	1	3	0	21	12
NE	NEW ENGLAND	2	0	1	0	18	28	4	4	0	0	189	136	9	7	17	17	95	90
NI	NIAGARA	20	14	1	0	24	44	10	5	0	0	449	322	5	12	34	28	177	148
NJ	NEW JERSEY	1	1	0	0	25	47	3	4	0	0	134	91	0	6	17	17	86	100
NM	NEW JERSEY	0	2	4	0	46	36	20	25	0	1	74	78	0	4	33	32	90	78
NT	NORTH TEXAS	1	0	0	0	0	1	0	0	0	0	1	1	0	0	0	0	0	0
OH	OHIO	3	3	0	1	10	9	5	5	0	0	186	177	0	0	19	16	159	128
OK	OKLAHOMA	0	0	1	0	0	1	1	0	0	0	4	8	0	0	3	1	5	4
OR	OREGON	2	1	2	2	27	41	34	17	0	2	367	247	2	5	74	46	218	151
OZ	OZARK	1	1	0	0	2	1	0	0	0	0	25	29	0	0	3	0	31	17
PC	PACIFIC	7	6	2	3	132	200	32	36	3	2	349	307	14	9	115	79	536	468
PN	PACIFIC NORTHWEST	3	0	0	0	38	49	4	4	1	0	147	133	2	4	32	18	150	138
PV	POTOMAC VALLEY	56	31	0	1	54	68	27	19	0	0	361	302	14	8	74	67	265	259
SC	SOUTH CAROLINA	2	6	1	1	1	2	0	3	0	0	44	34	0	2	0	4	58	44
SD	SOUTH DAKOTA	0	0	0	0	0	0	0	0	0	0	1	3	0	0	0	0	3	1
SE	SOUTHEASTERN	18	13	1	0	35	31	10	6	0	0	310	260	4	3	28	20	274	273
SI	SAN DIEGO-IMPERIAL	1	3	1	2	23	28	24	34	0	1	245	194	6	6	87	66	372	357
SN	SIERRA NEVADA	6	5	1	3	51	48	24	24	2	6	297	234	4	7	104	89	661	598
SR	SNAKE RIVER	0	0	1	0	1	2	5	3	0	0	150	108	4	1	10	9	45	47
ST	SOUTH TEXAS	5	6	0	1	25	34	97	102	0	2	158	196	1	2	52	62	158	152
UT	UTAH	1	0	0	0	1	3	3	4	1	0	181	130	0	0	8	8	50	69
VA	VIRGINIA	21	19	0	0	21	14	16	18	0	0	292	213	3	4	29	40	91	76
WT	WEST TEXAS	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	1	0
WV	WEST VIRGINIA	0	0	0	0	1	1	1	3	0	0	20	16	0	0	7	5	110	112
WI	WISCONSIN	0	0	0	0	1	1	0	0	0	0	7	6	0	0	0	0	20	30
WY	WYOMING	0	2	0	0	1	1	3	2	1	0	85	80	0	0	4	3	33	31
TOTAL		378	312	39	27	1,070	1,376	994	933	31	33		7,989	178	182			9,236	8,339
% OF TOTAL FLEX ATHLETES (44,255)		.9%	.7%	.1%	.1%	2.4%	3.1%	2.2%	2.1%	.1%	.1%	22.6%	18.1%	.4%	.4%	3.9%	3.2%	20.9%	18.8%

NOTE: 39.7% of athletes did not respond to the ethnicity question on their registration form. Response to this question is not mandatory.



Seasonal Athlete Membership

SEASON 1 AND SEASON 2: At the option of the Local Swimming Committee (LSC), seasonal athlete membership may be offered for one or two periods of not more than 150 days per period. The beginning and ending dates of each seasonal period is determined by the LSC.

INDIVIDUAL SEASON: The LSC may also offer a seasonal membership for an unspecified but continuous period of not more than 150 days commencing on the date of registration.

An athlete can only register as a seasonal athlete for one period (Season 1, Season 2 or Individual Season) within a registration year. If they would like to extend their membership beyond the seasonal membership, they are required to change to Premium and pay the difference.

The seasonal membership program offers a competitive swimming program to those athletes who swim for only part of the year. They may compete in USA Swimming competitions below the Zone Championship level.

All seasonal athletes join USA Swimming through their LSC, one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/Membership Chair is responsible for providing athlete information and applications to all interested individuals.

Seasonal athlete membership provides liability and secondary accident medical insurance coverage for the designated period of the membership.

Number of LSCs with one seasonal membership type only:*

30

Number of LSCs with two or three seasonal membership types:**

16

Number of LSCs with no seasonal memberships:

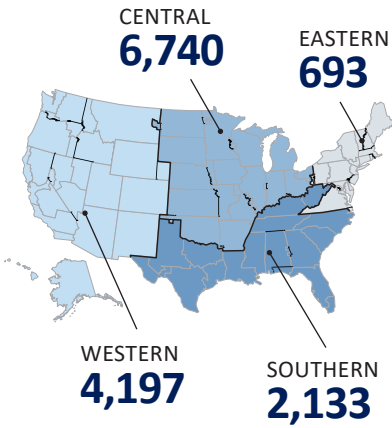
13

* Season 1, Season 2 or Individual Season
** Season 1, Season 2 and/or Individual Season

SEASON 1 ATHLETE MEMBERSHIP 2020 VS. 2021

LSC CODE	LSC NAME	2020	2021	INC./DEC.
AD	ADIRONDACK	6	201	195
AM	ALLEGHENY MOUNTAIN	50	81	31
AR	ARKANSAS	14	15	1
AZ	ARIZONA	27	0	-27
CA	SOUTHERN CALIFORNIA	116	1,145	1,029
CC	CENTRAL CALIFORNIA	0	16	16
CO	COLORADO	354	883	529
CT	CONNECTICUT	18	185	167
FL	FLORIDA	195	1,034	839
GA	GEORGIA	129	106	-23
HI	HAWAIIAN	0	32	32
IA	IOWA	0	312	312
IN	INDIANA	66	882	816
KY	KENTUCKY	0	14	14
LA	LOUISIANA	6	11	5
ME	MAINE	100	23	-77
MN	MINNESOTA	290	717	427
MW	MIDWESTERN	0	118	118
MS	MISSISSIPPI	9	121	112
ND	NORTH DAKOTA	84	71	-13
NI	NIAGARA	14	20	6
NM	NEW MEXICO	0	33	33
NT	NORTH TEXAS	23	202	179
OH	OHIO	0	35	35
OR	OREGON	0	264	264
PC	PACIFIC	95	496	401
PN	PACIFIC NORTHWEST	1	0	-1
PV	POTOMAC VALLEY	15	0	-15
SC	SOUTH CAROLINA	2	15	13
SD	SOUTH DAKOTA	0	3	3
SE	SOUTHEASTERN	237	45	-192
SI	SAN DIEGO-IMPERIAL	0	21	21
SR	SNAKE RIVER	6	18	12
ST	SOUTH TEXAS	0	81	81
UT	UTAH	21	24	3
VA	VIRGINIA	0	51	51
WT	WEST TEXAS	0	28	28
WI	WISCONSIN	82	1	-81
WV	WEST VIRGINIA	0	5	5
WY	WYOMING	7	104	97
TOTAL		1,967	7,413	5,446

2021 COMBINED
SEASONAL ATHLETE
MEMBERSHIP
BY ZONE:



SEASON 2 ATHLETE MEMBERSHIP 2020 VS. 2021

LSC CODE	LSC NAME	2019	2020	INC./DEC.
AZ	ARIZONA	12	86	74
BD	BORDER	0	17	17
CC	CENTRAL CALIFORNIA	0	2	2
CO	COLORADO	38	10	-28
GA	GEORGIA	26	63	37
LA	LOUISIANA	0	84	84
ME	MAINE	3	63	60
MV	MISSOURI VALLEY	1,245	2,214	969
ND	NORTH DAKOTA	0	132	132
OH	OHIO	91	0	-91
OK	OKLAHOMA	0	1	1
OZ	OZARK	3	0	-3
PC	PACIFIC	1,205	11	-1,194
PN	PACIFIC NORTHWEST	15	240	225
SD	SOUTH DAKOTA	69	127	58
SE	SOUTHEASTERN	25	17	-8
SR	SNAKE RIVER	1	0	-1
UT	UTAH	84	141	57
WI	WISCONSIN	0	320	320
TOTAL		2,817	3,528	711

INDIVIDUAL SEASON ATHLETE MEMBERSHIP 2020 VS. 2021

LSC CODE	LSC NAME	2020	2021	INC./DEC.
AK	ALASKA	11	12	1
CC	CENTRAL CALIFORNIA	13	42	29
GU	GULF	76	201	125
IA	IOWA	189	275	86
IE	INLAND EMPIRE	26	72	46
LE	LAKE ERIE	34	151	117
MD	MARYLAND	10	25	15
MI	MICHIGAN	233	817	584
MT	MONTANA	16	39	23
NM	NEW MEXICO	0	6	6
NC	NORTH CAROLINA	100	60	-40
OH	OHIO	131	251	120
OZ	OZARK	0	65	65
PC	PACIFIC	9	0	-9
PV	POTOMAC VALLEY	0	44	44
SD	SOUTH DAKOTA	48	233	185
SE	SOUTHEASTERN	57	44	-13
SN	SIERRA NEVADA	297	484	187
SR	SNAKE RIVER	1	1	0
VA	VIRGINIA	7	0	-7
TOTAL		1,258	2,822	1,564

NEWS/RENEWS BY AGE GROUPS –
2021 SEASON 1 ATHLETE MEMBERSHIP

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	NEW MALE	RENEW MALE	TOTAL MALE	GRAND TOTAL
8 & UNDER	591	118	709	458	81	539	1,248
9	265	119	384	216	111	327	711
10	285	157	442	199	150	349	791
11	254	211	465	211	152	363	828
12	207	262	469	183	181	364	833
13	147	241	388	122	170	292	680
14	90	236	326	96	150	246	572
15	70	199	269	77	157	234	503
16	52	151	203	49	112	161	364
17	30	148	178	37	101	138	316
18	8	86	94	17	57	74	168
19 & OVER	18	203	221	16	162	178	399
TOTAL	2,017	2,131	4,148	1,681	1,584	3,265	7,413

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2020 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021.

2020 VS. 2021 SEASON 1 ATHLETE MEMBERSHIP

AGE	2019 FEMALE	2020 FEMALE	INC./DEC.	2019 MALE	2020 MALE	INC./DEC	2019 TOTAL F/M	2020 TOTAL F/M	INC./DEC.
8 & UNDER	69	709	640	43	539	496	112	1,248	1,136
9	74	384	310	32	327	295	106	711	605
10	89	442	353	67	349	282	156	791	635
11	113	465	352	65	363	298	178	828	650
12	102	469	367	89	364	275	191	833	642
13	104	388	284	76	292	216	180	680	500
14	108	326	218	79	246	167	187	572	385
15	83	269	186	76	234	158	159	503	344
16	63	203	140	49	161	112	112	364	252
17	82	178	96	56	138	82	138	316	178
18	74	94	20	43	74	31	117	168	51
19 & OVER	206	221	15	128	178	50	334	399	65
TOTAL	1,167	4,148	2,981	803	3,265	2,462	1,970	7,413	5,443

NEWS/RENEWS BY AGE GROUPS –
2021 SEASON 2 ATHLETE MEMBERSHIP

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	NEW MALE	RENEW MALE	TOTAL MALE	GRAND TOTAL
8 & UNDER	259	103	362	251	85	336	698
9	112	88	200	77	78	155	355
10	99	124	223	80	87	167	390
11	89	139	228	82	86	168	396
12	57	145	202	81	88	169	371
13	61	125	186	53	83	136	322
14	39	102	141	27	93	120	261
15	16	85	101	24	64	88	189
16	23	72	95	16	60	76	171
17	12	78	90	12	63	75	165
18	8	46	54	11	38	49	103
19 & OVER	3	54	57	2	48	50	107
TOTAL	778	1,161	1,939	716	873	1,589	3,528

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2021 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021.

2020 VS. 2021 SEASON 2 ATHLETE MEMBERSHIP

AGE	2019 FEMALE	2020 FEMALE	INC./DEC.	2019 MALE	2020 MALE	INC./DEC	2019 TOTAL F/M	2020 TOTAL F/M	INC./DEC.
8 & UNDER	132	362	230	116	336	220	248	698	450
9	143	200	57	109	155	46	252	355	103
10	184	223	39	139	167	28	323	390	67
11	171	228	57	161	168	7	332	396	64
12	170	202	32	143	169	26	313	371	58
13	188	186	-2	120	136	16	308	322	14
14	143	141	-2	134	120	-14	277	261	-16
15	119	101	-18	92	88	-4	211	189	-22
16	90	95	5	77	76	-1	167	171	4
17	83	90	7	66	75	9	149	165	16
18	60	54	-6	47	49	2	107	103	-4
19 & OVER	61	57	-4	69	50	-19	130	107	-23
TOTAL	1,544	1,939	395	1,273	1,589	316	2,817	3,528	711

NEWS/RENEWS BY AGE GROUPS
2021 INDIVIDUAL SEASON ATHLETE MEMBERSHIP

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	NEW MALE	RENEW MALE	TOTAL MALE	GRAND TOTAL
8 & UNDER	153	22	175	122	23	145	320
9	94	33	127	68	31	99	226
10	83	68	151	60	43	103	254
11	84	73	157	55	61	116	273
12	69	96	165	54	60	114	279
13	67	107	174	28	72	100	274
14	45	100	145	39	77	116	261
15	32	95	127	33	68	101	228
16	25	82	107	42	69	111	218
17	9	72	81	12	58	70	151
18	6	55	61	12	39	51	112
19 & OVER	10	110	120	14	92	106	226
TOTAL	677	913	1,590	539	693	1,232	2,822

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2021 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021.

2020 VS. 2021 INDIVIDUAL SEASON ATHLETE MEMBERSHIP

AGE	2019 FEMALE	2020 FEMALE	INC./DEC.	2019 MALE	2020 MALE	INC./DEC	2019 TOTAL F/M	2020 TOTAL F/M	INC./DEC.
8 & UNDER	21	175	154	25	145	120	46	320	274
9	32	127	95	24	99	75	56	226	170
10	58	151	93	40	103	63	98	254	156
11	63	157	94	52	116	64	115	273	158
12	63	165	102	57	114	57	120	279	159
13	75	174	99	38	100	62	113	274	161
14	59	145	86	44	116	72	103	261	158
15	54	127	73	42	101	59	96	228	132
16	66	107	41	32	111	79	98	218	120
17	46	81	35	37	70	33	83	151	68
18	53	61	8	45	51	6	98	112	14
19 & OVER	136	120	-16	96	106	10	232	226	-6
TOTAL	726	1,590	864	532	1,232	700	1,258	2,822	1,564

NEWS/RENEWS BY AGE GROUPS
2021 COMBINED SEASONAL ATHLETE MEMBERSHIP

(includes Season 1, Season 2 and Individual Season)

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	% OF TOTAL ATHLETES	NEW MALE	RENEW MALE	TOTAL MALE	% OF TOTAL ATHLETES	GRAND TOTAL	% OF TOTAL ATHLETES
8 & UNDER	1,003	243	1,246	9.1%	831	189	1,020	7.4%	2,266	16.5%
9	471	240	711	5.2%	361	220	581	4.2%	1,292	9.4%
10	467	349	816	5.9%	339	280	619	4.5%	1,435	10.4%
11	427	423	850	6.2%	348	299	647	4.7%	1,497	10.9%
12	333	503	836	6.1%	318	329	647	4.7%	1,483	10.8%
13	275	473	748	5.4%	203	325	528	3.8%	1,276	9.3%
14	174	438	612	4.4%	162	320	482	3.5%	1,094	7.9%
15	118	379	497	3.6%	134	289	423	3.1%	920	6.7%
16	100	305	405	2.9%	107	241	348	2.5%	753	5.5%
17	51	298	349	2.5%	61	222	283	2.1%	632	4.6%
18	22	187	209	1.5%	40	134	174	1.3%	383	2.8%
19 & OVER	31	367	398	2.9%	32	302	334	2.4%	732	5.3%
TOTAL	3,472	4,205	7,677	55.8%	2,936	3,150	6,086	44.2%	13,763	

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2021 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021. The average age of a seasonal athlete is 12.

2020 VS. 2021 COMBINED SEASONAL ATHLETE MEMBERSHIP

(includes Season 1, Season 2 and Individual Season)

AGE	2019 FEMALE	2020 FEMALE	INC./DEC.	2019 MALE	2020 MALE	INC. /DEC	2019 TOTAL F/M	2020 TOTAL F/M	INC./DEC.
8 & UNDER	222	1,246	1,024	184	1,020	836	406	2,266	1,860
9	249	711	462	165	581	416	414	1,292	878
10	331	816	485	246	619	373	577	1,435	858
11	347	850	503	278	647	369	625	1,497	872
12	335	836	501	289	647	358	624	1,483	859
13	367	748	381	234	528	294	601	1,276	675
14	310	612	302	257	482	225	567	1,094	527
15	256	497	241	210	423	213	466	920	454
16	219	405	186	158	348	190	377	753	376
17	211	349	138	159	283	124	370	632	262
18	187	209	22	135	174	39	322	383	61
19 & OVER	403	398	-5	293	334	41	696	732	36
TOTAL	3,437	7,677	4,240	2,608	6,086	3,478	6,045	13,763	7,718

2021 SEASONAL ATHLETE MEMBERS WITH A DISABILITY

(includes Season 1, Season 2 and Individual Season)

Athletes are asked, but not mandated, to provide disability information on the registration form.

LSC CODE	LSC NAME	BLIND OR VISUALLY IMPAIRED		DEAF OR HARD OF HEARING		PHYSICAL DISABILITY		COGNITIVE DISABILITY		NO. OF ATHLETES
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	
AD	ADIRONDACK	0	0	0	0	1	0	0	0	1
AK	ALASKA	0	0	0	0	0	0	1	1	2
AM	ALLEGHENY MOUNTAIN	0	0	0	0	0	0	0	0	0
AR	ARKANSAS	0	0	0	0	0	0	0	0	0
AZ	ARIZONA	0	0	0	0	0	0	0	0	0
BD	BORDER	0	0	0	0	0	0	0	0	0
CA	SOUTHERN CALIFORNIA	0	3	0	1	2	1	2	3	11
CC	CENTRAL CALIFORNIA	2	2	0	0	0	0	0	1	5
CO	COLORADO	0	1	2	0	5	0	3	3	12
CT	CONNECTICUT	0	2	0	0	0	1	0	0	3
FG	FLORIDA GOLD COAST	0	0	0	0	0	0	0	0	0
FL	FLORIDA	3	2	1	1	1	1	0	6	15
GA	GEORGIA	0	1	0	0	1	0	1	2	5
GU	GULF	1	2	0	0	0	0	1	0	4
HI	HAWAIIAN	0	0	0	0	0	0	0	0	0
IA	IOWA	0	1	2	3	2	3	1	1	12
IE	INLAND EMPIRE	0	0	0	0	0	0	0	0	0
IL	ILLINOIS	0	0	0	0	0	0	0	0	0
IN	INDIANA	1	4	2	0	2	0	2	6	17
KY	KENTUCKY	0	0	0	0	0	0	0	0	0
LA	LOUISIANA	0	0	0	1	0	0	1	1	2
LE	LAKE ERIE	0	0	0	1	0	0	1	0	2
MA	MIDDLE ATLANTIC	0	0	0	0	0	0	0	0	0
MD	MARYLAND	0	0	0	0	0	0	0	0	0
ME	MAINE	0	0	0	1	0	0	0	0	1
MI	MICHIGAN	1	0	1	3	2	0	1	5	13
MN	MINNESOTA	0	0	2	2	1	0	2	6	13
MR	METROPOLITAN	0	0	0	0	0	0	0	0	0
MS	MISSISSIPPI	0	0	0	0	0	0	0	0	0
MT	MONTANA	0	0	0	0	0	0	0	0	0

2021 SEASONAL ATHLETE MEMBERS WITH A DISABILITY

(includes Season 1, Season 2 and Individual Season)

Athletes are asked, but not mandated, to provide disability information on the registration form.

LSC CODE	LSC NAME	BLIND OR VISUALLY IMPAIRED		DEAF OR HARD OF HEARING		PHYSICAL DISABILITY		COGNITIVE DISABILITY		NO. OF ATHLETES
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	
MV	MISSOURI VALLEY	1	2	2	0	3	0	1	2	10
MW	MIDWESTERN	0	0	0	0	0	0	1	0	1
NC	NORTH CAROLINA	0	0	0	0	0	0	0	1	1
ND	NORTH DAKOTA	0	1	0	0	1	1	0	1	4
NE	NEW ENGLAND	0	0	0	0	0	0	0	0	0
NI	NIAGARA	0	0	0	0	0	0	0	0	0
NJ	NEW JERSEY	0	0	0	0	0	0	0	0	0
NM	NEW MEXICO	1	0	0	0	1	0	0	0	2
NT	NORTH TEXAS	0	0	0	0	1	0	0	1	2
OH	OHIO	1	0	0	0	2	1	1	1	5
OK	OKLAHOMA	0	0	0	0	0	0	0	0	0
OR	OREGON	0	0	0	0	0	0	0	0	0
OZ	OZARK	0	0	0	0	0	0	0	0	0
PC	PACIFIC	0	0	1	0	0	0	0	1	2
PN	PACIFIC NORTHWEST	1	0	1	0	0	1	0	0	3
PV	POTOMAC VALLEY	0	0	0	1	0	0	0	0	1
SC	SOUTH CAROLINA	0	0	0	0	0	0	0	0	0
SD	SOUTH DAKOTA	0	0	1	1	0	1	0	0	3
SE	SOUTHEASTERN	0	0	0	0	0	0	0	1	1
SI	SAN DIEGO-IMPERIAL	0	0	0	0	0	0	0	0	0
SN	SIERRA NEVADA	1	5	1	2	3	1	1	4	18
SR	SNAKE RIVER	0	0	0	0	1	0	0	0	1
ST	SOUTH TEXAS	0	1	0	0	0	0	0	0	1
UT	UTAH	0	0	0	0	0	0	0	1	1
VA	VIRGINIA	0	0	0	0	0	1	0	0	1
WI	WISCONSIN	0	0	0	0	1	1	3	1	6
WT	WEST TEXAS	0	0	0	1	0	0	0	1	2
WV	WEST VIRGINIA	0	0	0	0	0	0	0	0	0
WY	WYOMING	0	1	1	0	0	0	0	0	2
TOTAL		13	28	17	18	30	13	23	50	185

2021 SEASONAL ATHLETE MEMBERSHIP – ETHNICITY

(includes Season 1, Season 2 and Individual Season)

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
AD	ADIRONDACK	2	0	0	0	7	6	0	0	0	0	44	23	0	0	9	1	56	53
AK	ALASKA	1	1	0	1	0	1	0	0	0	0	2	2	0	0	0	0	3	1
AM	ALLEGHENY MOUNTAIN	0	0	0	0	2	1	0	0	0	0	19	16	0	0	0	0	24	19
AR	ARKANSAS	0	0	0	0	1	1	3	0	0	0	4	2	1	0	2	0	1	0
AZ	ARIZONA	3	2	0	0	0	2	1	2	0	0	15	20	0	1	9	6	13	12
BD	BORDER	0	0	0	0	0	0	4	2	0	0	0	2	0	0	1	1	2	5
CA	SOUTHERN CALI-FORNIA	4	2	1	0	58	77	42	33	3	2	110	101	9	7	55	54	308	279
CC	CENTRAL CALI-FORNIA	5	1	0	0	0	1	3	3	0	0	19	6	1	0	2	0	15	4
CO	COLORADO	1	1	1	1	6	6	9	8	0	0	244	175	3	0	21	17	249	151
CT	CONNECTICUT	1	2	0	0	7	8	2	4	0	0	61	34	0	0	6	2	29	29
FL	FLORIDA	6	5	0	0	7	8	16	12	0	0	307	229	3	3	23	26	223	166
GA	GEORGIA	2	1	0	0	3	7	4	9	0	0	59	37	0	0	5	7	15	20
GU	GULF	3	2	1	0	13	11	7	7	0	0	29	28	1	0	6	5	45	43
HI	HAWAIIAN	0	0	0	0	1	1	1	2	0	0	9	3	0	0	1	1	10	3
IA	IOWA	4	2	1	1	3	2	4	4	0	0	226	175	1	0	9	4	88	63
IE	INLAND EMPIRE	0	0	0	0	0	0	0	1	0	0	35	17	0	0	3	4	4	8
IN	INDIANA	16	15	0	0	12	16	16	17	0	0	293	231	7	4	29	24	115	87
KY	KENTUCKY	0	0	0	0	1	1	1	1	0	0	3	3	0	0	0	0	2	2
LA	LOUISIANA	0	0	0	0	0	0	0	0	0	0	4	5	0	0	0	0	39	47
LE	LAKE ERIE	0	0	0	0	3	1	2	3	0	0	36	32	0	0	2	1	39	32
MD	MARYLAND	0	0	0	0	0	0	0	1	0	1	10	6	0	1	2	1	1	2
ME	MAINE	1	0	0	0	1	0	1	0	0	0	29	23	0	0	2	2	16	11
MI	MICHIGAN	5	7	1	1	17	22	1	5	1	0	209	137	4	1	20	17	197	172
MN	MINNESOTA	0	0	0	0	13	9	2	2	0	0	195	113	1	1	12	6	228	135
MS	MISSISSIPPI	3	6	0	0	3	3	1	0	1	0	25	19	1	1	3	2	24	29
MT	MONTANA	0	0	1	0	0	0	0	0	0	0	4	4	0	0	0	0	15	15
MV	MISSOURI VALLEY	5	2	1	2	0	4	32	17	1	1	337	249	0	0	21	16	831	695
MW	MIDWESTERN	0	0	0	0	0	0	0	1	0	0	39	20	0	0	0	0	38	20
NC	NORTH CARO-	0	0	0	0	0	0	0	2	0	0	16	6	0	0	0	2	17	17
ND	NORTH DAKOTA	1	1	2	1	1	2	1	0	0	0	80	60	0	0	2	5	28	19

2021 SEASONAL ATHLETE MEMBERSHIP – ETHNICITY

(includes Season 1, Season 2 and Individual Season)

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
NI	NIAGARA	1	0	0	0	0	1	0	1	0	1	3	8	0	0	2	0	1	2
NM	NEW MEXICO	2	1	0	0	0	3	4	3	1	0	10	10	0	0	0	2	2	1
NT	NORTH TEXAS	4	3	0	1	18	33	2	9	0	0	40	29	0	2	10	4	21	26
OH	OHIO	3	2	0	0	7	12	1	3	0	0	86	55	2	0	6	4	63	42
OK	OKLAHOMA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
OR	OREGON	0	0	1	0	2	0	3	0	0	0	37	25	0	0	7	5	91	93
OZ	OZARK	0	5	0	0	4	3	1	2	0	0	16	17	0	0	1	3	3	10
PC	PACIFIC	2	2	0	2	23	17	32	24	0	1	84	65	12	6	28	23	92	94
PN	PACIFIC NORTH-	1	1	2	0	16	22	0	1	0	0	41	40	0	2	12	6	39	57
PV	POTOMAC VAL-	2	3	0	0	6	17	0	1	0	0	5	2	0	1	1	1	3	2
SC	SOUTH CARO-LINA	0	0	0	0	0	0	0	0	0	0	4	7	0	0	0	0	2	2
SD	SOUTH DAKOTA	1	0	3	1	0	1	2	1	0	0	91	55	0	1	1	4	125	77
SE	SOUTHEASTERN	2	0	0	0	1	0	0	1	0	0	44	21	0	0	0	0	19	18
SI	SAN DIEGO-	0	0	0	0	1	3	0	0	0	0	7	0	0	0	3	1	3	3
SN	SIERRA NEVADA	2	3	3	0	4	9	7	7	1	1	68	70	1	3	23	17	160	105
SR	SNAKE RIVER	0	0	0	0	0	1	0	0	0	0	8	8	0	0	1	0	0	1
ST	SOUTH TEXAS	2	2	2	0	1	0	6	15	0	0	8	11	1	2	8	13	4	6
UT	UTAH	0	0	0	0	1	3	1	1	0	1	65	46	0	0	1	1	28	17
VA	VIRGINIA	2	1	0	0	1	1	0	1	0	0	15	7	0	0	1	3	10	9
WI	WISCONSIN	1	0	0	1	4	5	4	2	0	0	140	94	1	0	5	2	33	29
WT	WEST TEXAS	0	0	0	0	3	0	3	4	0	0	8	8	0	0	1	0	1	0
WV	WEST VIRGINIA	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
WY	WYOMING	0	0	0	1	0	0	1	0	0	0	39	26	0	1	2	1	24	9
TOTAL		88	73	20	13	251	321	220	212	8	8	3,283	2,383	49	37	358	294	3,400	2,745
% OF TOTAL SEASONAL ATHLETES (13,763)		.6%	.5%	.1%	.1%	1.8%	2.3%	1.6%	1.5%	.1%	.1%	23.9%	17.3%	.4%	.3%	2.6%	2.1%	24.7%	19.9%

NOTE: 44.6% of athletes did not respond to the ethnicity question on their registration form. Response to this question is not mandatory.

Single-Meet Open Water Athlete Membership

At the option of the Local Swimming Committee (LSC), single-meet open water athlete membership may be offered for the specific date(s) of an open water competition(s). The athlete must compete unattached. Single-meet open water athletes may compete in USA Swimming competitions below the Zone Championship level.

All single-meet open water athletes join USA Swimming through their LSC, one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/Membership

Chair is responsible for providing athlete information and applications to all interested individuals.

There is no limit to how many times an athlete can join as a single-meet open water member during a given registration year. Single-meet open water membership is valid for a period of three days.

Single-meet open water membership provides liability and secondary accident medical insurance coverage for the designated period of the membership.

2020 VS. 2021 SINGLE-MEET OPEN WATER ATHLETE MEMBERSHIP

LSC CODE	LSC NAME	2020	2021	INC./DEC.
CA	SOUTHERN CALIFORNIA	0	1	1
CO	COLORADO	10	2	-8
CT	CONNECTICUT	0	4	4
GU	GULF	5	0	-5
MA	MIDDLE ATLANTIC	0	1	1
MR	METROPOLITAN	12	0	-12
MN	MINNESOTA	0	1	1
NC	NORTH CAROLINA	5	3	-2
SC	SOUTH CAROLINA	0	14	14
SD	SOUTH DAKOTA	0	1	1
TOTAL		32	27	-5

For registration year 2021, number of LSCs with single-meet open water memberships – 8

NEWS/RENEWS BY AGE GROUPS 2021 SINGLE-MEET OPEN WATER ATHLETE MEMBERSHIP

AGE	NEW FEMALE	RENEW FEMALE	TOTAL FEMALE	NEW MALE	RENEW MALE	TOTAL MALE	GRAND TOTAL
10	1	0	1	0	0	0	1
14	0	1	1	0	0	0	1
17	0	0	0	0	1	1	1
19 & OVER	3	9	12	2	10	12	24
TOTAL	4	10	14	2	11	13	27

New membership is defined as someone who has not been registered since 1994. Renewed membership is defined as someone who prior to registering for 2021 had been registered as any membership type in any year since 1994. Ages are calculated as of December 31, 2021.

2020 VS. 2021 SINGLE-MEET OPEN WATER ATHLETE MEMBERSHIP

AGE	2020 FEMALE	2021 FEMALE	INC./DEC.	2020 MALE	2021 MALE	INC. /DEC.	2020 TOTAL F/M	2021 TOTAL F/M	INC. /DEC.
10	0	1	1	0	0	0	0	1	1
13	0	0	0	1	0	-1	1	0	-1
14	0	1	1	0	0	0	0	1	1
17	0	0	0	0	1	1	0	1	1
18	0	0	0	1	0	-1	1	0	-1
19 & OVER	16	12	-4	14	12	-2	30	24	-6
TOTAL	16	14	-2	16	13	-3	32	27	-5

2021 SINGLE-MEET OPEN WATER ATHLETE MEMBERS WITH A DISABILITY

Athletes are asked, but not mandated, to provide disability information on the registration form

LSC CODE	LSC NAME	BLIND OR VISUALLY IMPAIRED		DEAF OR HARD OF HEARING		PHYSICAL DISABILITY		COGNITIVE DISABILITY		NO. OF ATHLETES
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	
TOTAL		0	0	0	0	0	0	0	0	0

2021 SINGLE-MEET MEMBERSHIP – ETHNICITY

Athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
CA	SOUTHERN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
CO	COLORADO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CT	CONNECTICUT	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	1	0
MA	MIDDLE ATLANTIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
MN	MINNESOTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
NC	NORTH CAROLINA	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	0
SC	SOUTH CAROLINA	0	0	0	0	0	0	0	0	1	0	7	5	0	0	0	0	0	1
SD	SOUTH DAKOTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
TOTAL		0	0	0	0	0	0	0	0	1	0	9	8	0	0	1	1	4	3
% OF TOTAL SEASONAL ATHLETES (27)		0%	0%	0%	0%	0%	0%	0%	0%	3.7%	0%	33.3%	29.6%	0%	0%	3.7%	3.7%	14.8%	11.1%

NOTE: 25.9% of athletes did not respond to the ethnicity question on their registration form. Response to this question is not mandatory.



Year-Round Club Membership

All clubs join USA Swimming through their Local Swimming Committee (LSC), one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/ Membership Chair is responsible for providing information and applications to all interested groups.

Year-round club membership is for a calendar year period (January- December). New club memberships processed on or after September 1 are valid through December 31 of the following year.

All USA Swimming registered year-round clubs have liability insurance coverage.

YEAR-ROUND CLUB MEMBERSHIP BY LSC – 2020 VS. 2021

LSC CODE	LSC NAME	2020	2021	INC./DEC.
AD	ADIRONDACK	30	23	-7
AK	ALASKA	27	24	-3
AM	ALLEGHENY MOUNTAIN	49	44	-5
AR	ARKANSAS	16	16	0
AZ	ARIZONA	48	48	0
BD	BORDER	8	8	0
CA	SOUTHERN CALIFORNIA	167	145	-22
CC	CENTRAL CALIFORNIA	14	13	-1
CO	COLORADO	73	65	-8
CT	CONNECTICUT	67	64	-3
FG	FLORIDA GOLD COAST	60	55	-5
FL	FLORIDA	96	102	6
GA	GEORGIA	60	57	-3
GU	GULF	61	53	-8
HI	HAWAIIAN	30	29	-1
IA	IOWA	34	33	-1
IE	INLAND EMPIRE	17	16	-1
IL	ILLINOIS	114	106	-8
IN	INDIANA	112	110	-2
KY	KENTUCKY	28	27	-1
LA	LOUISIANA	27	26	-1
LE	LAKE ERIE	42	39	-3
MA	MIDDLE ATLANTIC	143	122	-21
MD	MARYLAND	45	45	0
ME	MAINE	23	16	-7
MI	MICHIGAN	81	75	-6
MN	MINNESOTA	66	59	-7
MR	METROPOLITAN	88	74	-14
MS	MISSISSIPPI	12	11	-1
MT	MONTANA	16	15	-1

LSC CODE	LSC NAME	2020	2021	INC./DEC.
MV	MISSOURI VALLEY	45	46	1
MW	MIDWESTERN	32	31	-1
NC	NORTH CAROLINA	84	78	-6
ND	NORTH DAKOTA	14	14	0
NE	NEW ENGLAND	99	84	-15
NI	NIAGARA	75	51	-24
NJ	NEW JERSEY	73	57	-16
NM	NEW MEXICO	23	22	-1
NT	NORTH TEXAS	27	26	-1
OH	OHIO	69	61	-8
OK	OKLAHOMA	18	17	-1
OR	OREGON	60	56	-4
OZ	OZARK	27	21	-6
PC	PACIFIC	115	102	-13
PN	PACIFIC NORTHWEST	57	45	-12
PV	POTOMAC VALLEY	50	44	-6
SC	SOUTH CAROLINA	32	28	-4
SD	SOUTH DAKOTA	16	19	3
SE	SOUTHEASTERN	75	68	-7
SI	SAN DIEGO-IMPERIAL	32	27	-5
SN	SIERRA NEVADA	50	47	-3
SR	SNAKE RIVER	11	10	-1
ST	SOUTH TEXAS	46	46	0
UT	UTAH	32	32	0
VA	VIRGINIA	46	40	-6
WI	WISCONSIN	66	59	-7
WT	WEST TEXAS	7	8	1
WV	WEST VIRGINIA	12	13	1
WY	WYOMING	23	22	-1
TOTAL		2,970	2,694	-276

Of the 2,694 year-round clubs registered in 2021, 42 are “organizations.” Organizations are group members which conduct a program in swimming (schools, recreation districts, swim leagues, YMCA, AAU, zone of LSCs) which may also have USA Swimming member clubs within its program; other groups which are composed of persons joined together in support of swimming or some aspect of it (Rotary Club, Boy Scouts, athletic clubs, Chamber of Commerce, city government) or anyone who evidences an interest in the sport of swimming and wishes to support it. Organizations do not have athletes, coaches, or insurance coverage.



MIKE LEWIS / USA SWIMMING

COUNT OF YEAR-ROUND CLUBS BY NUMBER OF YEAR-ROUND ATHLETE MEMBERS REGISTERED FOR 2021

NO. OF MEMBERS	NO. OF CLUBS	% OF TOTAL CLUBS	TOTAL MEMBERS	% OF TOTAL MEMBERS	AVG. NO. OF MEMBERS PER CLUB
1 TO 50	923	36.9%	21,658	7.8%	23
51 TO 100	634	25.3%	46,357	16.8%	73
101 TO 150	365	14.6%	44,858	16.2%	122
151 TO 200	186	7.4%	32,295	11.7%	173
201 TO 250	149	6.0%	33,185	12.0%	222
251 TO 500	202	8.1%	66,213	24.0%	327
501 TO 1000	39	1.6%	26,129	9.5%	669
1001 OR MORE	4	0.2%	5,517	2.0%	1,379
TOTAL	2,502		276,212		110

Seasonal Club Membership

At the option of the LSC, seasonal club membership may be offered for one or two periods of not more than 150 days per period. The seasonal membership program offers a competitive swimming program to clubs who have athletes that swim for only part of the year. They may compete in USA Swimming competitions below the Zone Championship level.

All clubs join USA Swimming through their Local Swimming Committee (LSC), one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/Membership Chair is responsible for providing information and applications to all interested groups.

All USA Swimming registered seasonal clubs have liability insurance coverage for the designated period of the membership.

SEASON 1 CLUB MEMBERSHIP BY LSC – 2020 VS. 2021

LSC CODE	LSC NAME	2020	2021	INC./DEC.
AD	ADIRONDACK	0	2	2
CA	SOUTHERN CALIFORNIA	1	2	1
CO	COLORADO	10	20	10
FL	FLORIDA	3	11	8
GA	GEORGIA	13	10	-3
IA	IOWA	0	3	3
ME	MAINE	1	0	-1
MN	MINNESOTA	0	1	1
NM	NEW MEXICO	0	1	1
OR	OREGON	0	3	3
PC	PACIFIC	0	1	1
SE	SOUTHEASTERN	5	2	-3
SI	SAN DIEGO-IMPERIAL	1	0	-1
TOTAL		34	56	22

Number of
of LSCs with one
seasonal club
membership
period only:
10

Number of
LSCs with two
seasonal club
membership
periods:

2

Number of
LSCs with no
seasonal club
memberships:

47

SEASON 2 CLUB MEMBERSHIP BY LSC – 2020 VS. 2021

LSC CODE	LSC NAME	2019	2020	INC./DEC.
BD	BORDER	0	1	1
CO	COLORADO	1	1	0
GA	GEORGIA	8	9	1
LA	LOUISIANA	0	1	1
MV	MISSOURI VALLEY	14	17	3
OH	OHIO	2	1	-1
PC	PACIFIC	2	0	-2
PN	PACIFIC NORTHWEST	0	1	1
SD	SOUTH DAKOTA	1	3	2
TOTAL		28	34	6



Non-athlete Membership

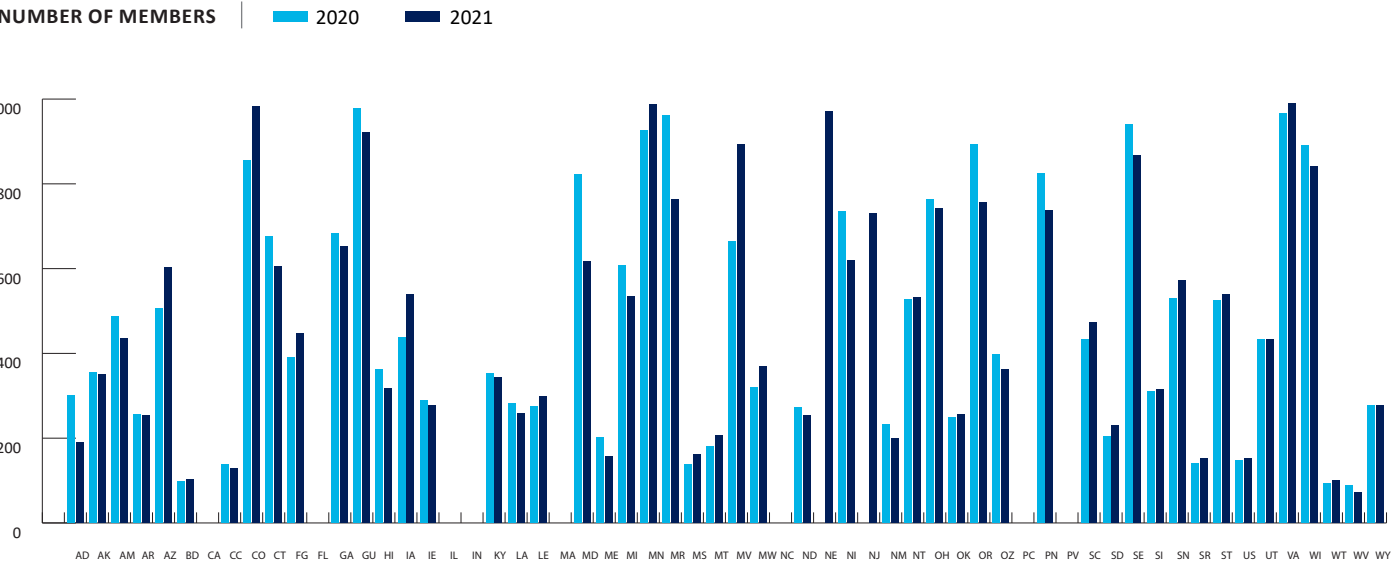
All non-athletes join USA Swimming through their Local Swimming Committee (LSC), one of 59 local organizations responsible for administering USA Swimming activities in a defined geographical area. Within each LSC, a designated Registration/Membership Chair is responsible for providing information and applications to all interested individuals.

Non-athlete membership is for a calendar year period (January- December). New non-athlete memberships processed on or after September 1 are valid through December 31 of the following year.

Non-athlete members are coaches, jr. coaches, officials, board members, parents and other individuals who do not swim. Non-athlete members can be designated as one or more registration types; coach/official, coach/official/other, and official/other.

All non-athlete membership categories provide liability and secondary accident medical insurance coverage. In addition, members receive complimentary issues of Splash (when in circulation), the official USA Swimming magazine.

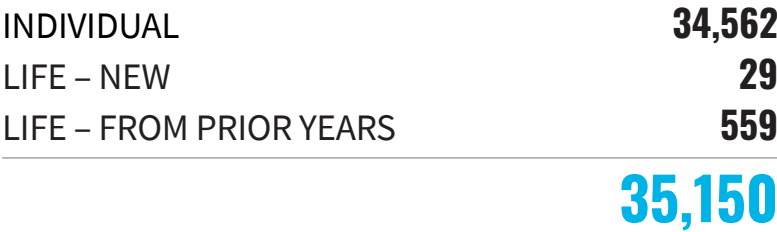
NON-ATHLETE MEMBERSHIP BY LSC – 2020 VS. 2021



NON-ATHLETE MEMBERSHIP BY LSC – 2020 VS. 2021

LSC CODE	LSC NAME	2020	2021	INC./DEC.	LSC CODE	LSC NAME	2020	2021	INC./DEC.
AD	ADIRONDACK	301	189	-112	MW	MIDWESTERN	320	370	50
AK	ALASKA	356	350	-6	NC	NORTH CAROLINA	1,192	1,183	-9
AM	ALLEGHENY MOUNTAIN	487	435	-52	ND	NORTH DAKOTA	272	254	-18
AR	ARKANSAS	257	254	-3	NE	NEW ENGLAND	1,111	970	-141
AZ	ARIZONA	507	602	95	NI	NIAGARA	735	619	-116
BD	BORDER	97	103	6	NJ	NEW JERSEY	1,013	731	-282
CA	SOUTHERN CALIFORNIA	1,294	1,286	-8	NM	NEW MEXICO	232	200	-32
CC	CENTRAL CALIFORNIA	138	129	-9	NT	NORTH TEXAS	527	532	5
CO	COLORADO	855	983	128	OH	OHIO	763	742	-21
CT	CONNECTICUT	677	605	-72	OK	OKLAHOMA	248	257	9
FG	FLORIDA GOLD COAST	391	447	56	OR	OREGON	892	756	-136
FL	FLORIDA	1,075	1,158	83	OZ	OZARK	397	362	-35
GA	GEORGIA	683	652	-31	PC	PACIFIC	1,362	1,443	81
GU	GULF	979	921	-58	PN	PACIFIC NORTHWEST	824	738	-86
HI	HAWAIIAN	361	317	-44	PV	POTOMAC VALLEY	1,218	1,037	-181
IA	IOWA	438	539	101	SC	SOUTH CAROLINA	432	473	41
IE	INLAND EMPIRE	289	277	-12	SD	SOUTH DAKOTA	203	230	27
IL	ILLINOIS	1,794	1,738	-56	SE	SOUTHEASTERN	941	868	-73
IN	INDIANA	1,431	1,498	67	SI	SAN DIEGO-IMPERIAL	311	315	4
KY	KENTUCKY	352	344	-8	SN	SIERRA NEVADA	530	572	42
LA	LOUISIANA	281	258	-23	SR	SNAKE RIVER	140	153	13
LE	LAKE ERIE	275	298	23	ST	SOUTH TEXAS	526	538	12
MA	MIDDLE ATLANTIC	1,394	1,242	-152	US	USA SWIMMING	147	151	4
MD	MARYLAND	822	617	-205	UT	UTAH	432	432	0
ME	MAINE	202	157	-45	VA	VIRGINIA	967	989	22
MI	MICHIGAN	608	534	-74	WI	WISCONSIN	891	841	-50
MN	MINNESOTA	926	987	61	WT	WEST TEXAS	94	101	7
MR	METROPOLITAN	962	764	-198	WV	WEST VIRGINIA	89	71	-18
MS	MISSISSIPPI	138	161	23	WY	WYOMING	277	278	1
MT	MONTANA	181	206	25	TOTAL		36,300	35,150	-1,150
MV	MISSOURI VALLEY	663	893	230					

BREAKDOWN, BY CATEGORY, OF NON-ATHLETE MEMBERS REGISTERED IN 2021



2021 COACHES & OFFICIALS *(included in the non-athlete membership totals on page 46)*

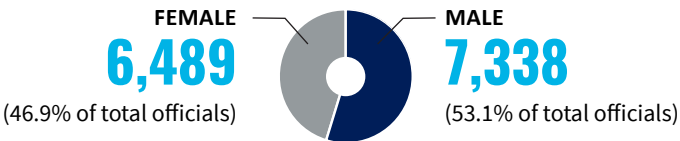
LSC CODE	LSC NAME	PART-TIME COACH	FULL-TIME COACH	TOTAL COACH	OFFICIALS
AD	ADIRONDACK	98	11	109	43
AK	ALASKA	95	25	120	188
AM	ALLEGHENY MOUNTAIN	179	49	228	108
AR	ARKANSAS	76	19	95	111
AZ	ARIZONA	232	87	319	208
BD	BORDER	55	0	55	39
CA	SOUTHERN CALIFORNIA	561	267	828	178
CC	CENTRAL CALIFORNIA	57	16	73	38
CO	COLORADO	306	136	442	427
CT	CONNECTICUT	209	79	288	287
FG	FLORIDA GOLD COAST	181	80	261	206
FL	FLORIDA	491	174	665	427
GA	GEORGIA	191	160	351	269
GU	GULF	261	150	411	334
HI	HAWAIIAN	154	10	164	128
IA	IOWA	237	40	277	194
IE	INLAND EMPIRE	102	11	113	117
IL	ILLINOIS	671	174	845	683
IN	INDIANA	666	56	722	561
KY	KENTUCKY	77	33	110	189
LA	LOUISIANA	112	37	149	113
LE	LAKE ERIE	186	17	203	49
MA	MIDDLE ATLANTIC	552	123	675	474
MD	MARYLAND	215	43	258	201
ME	MAINE	37	21	58	79
MI	MICHIGAN	292	86	378	79
MN	MINNESOTA	402	93	495	330
MR	METROPOLITAN	416	40	456	290
MS	MISSISSIPPI	54	11	65	73
MT	MONTANA	65	11	76	94
MV	MISSOURI VALLEY	318	36	354	456

LSC CODE	LSC NAME	PART-TIME COACH	FULL-TIME COACH	TOTAL COACH	OFFICIALS
MW	MIDWESTERN	177	18	195	127
NC	NORTH CAROLINA	366	209	575	495
ND	NORTH DAKOTA	96	5	101	109
NE	NEW ENGLAND	379	125	504	445
NI	NIAGARA	271	24	295	222
NJ	NEW JERSEY	325	49	374	344
NM	NEW MEXICO	100	10	110	82
NT	NORTH TEXAS	140	94	234	211
OH	OHIO	301	81	382	315
OK	OKLAHOMA	113	17	130	84
OR	OREGON	176	59	235	379
OZ	OZARK	126	34	160	170
PC	PACIFIC	378	208	586	539
PN	PACIFIC NORTHWEST	172	76	248	338
PV	POTOMAC VALLEY	411	108	519	484
SC	SOUTH CAROLINA	161	50	211	182
SD	SOUTH DAKOTA	69	12	81	118
SE	SOUTHEASTERN	289	109	398	392
SI	SAN DIEGO-IMPERIAL	110	54	164	99
SN	SIERRA NEVADA	151	51	202	297
SR	SNAKE RIVER	59	10	69	55
ST	SOUTH TEXAS	217	83	300	218
US	USA SWIMMING	5	0	5	0
UT	UTAH	181	21	202	207
VA	VIRGINIA	295	117	412	435
WI	WISCONSIN	333	81	414	327
WT	WEST TEXAS	59	7	66	29
WV	WEST VIRGINIA	32	11	43	28
WY	WYOMING	111	5	116	123
TOTAL		13,151	3,823	16,974	13,827

COACHES

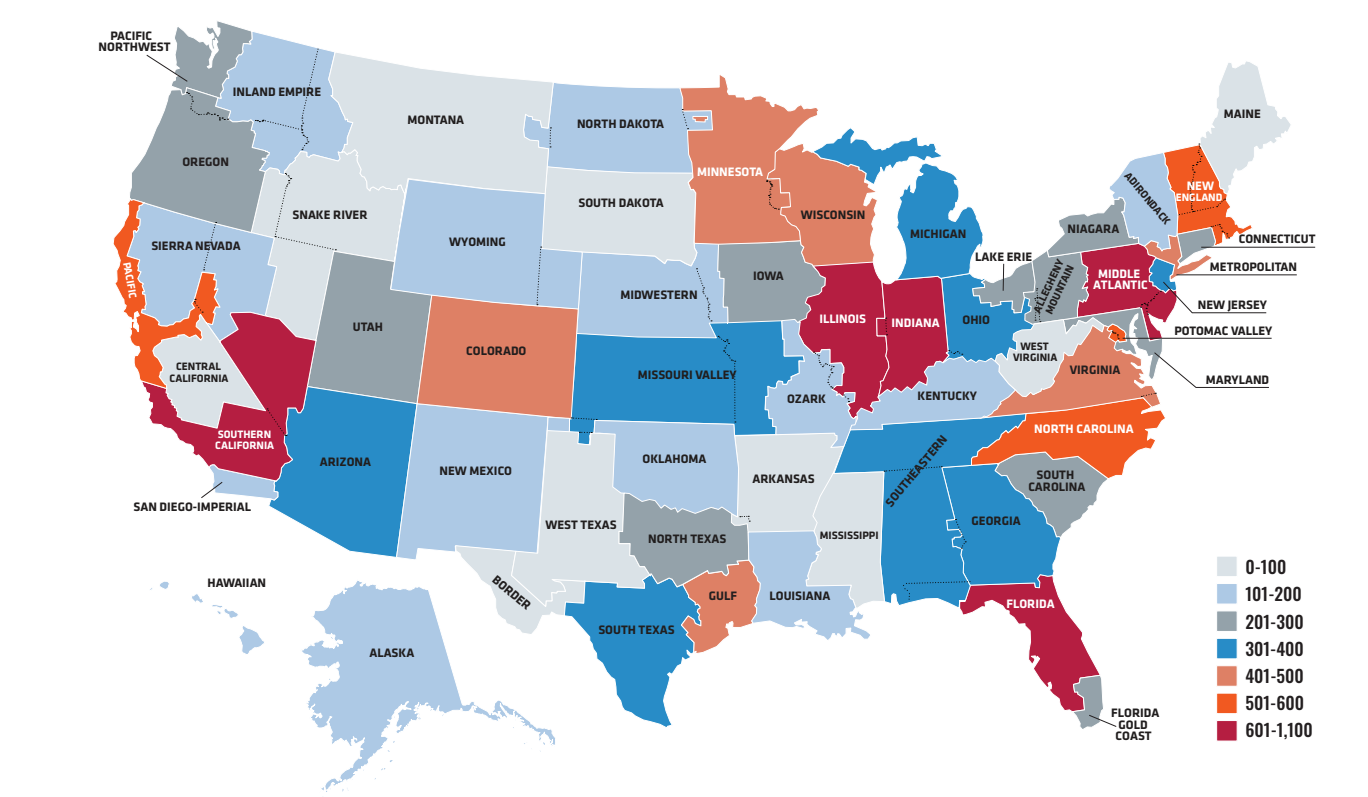


OFFICIALS



2021 NON-ATHLETE COACH MEMBERSHIP BY LSC

(included in the non-athlete membership totals on page 46)

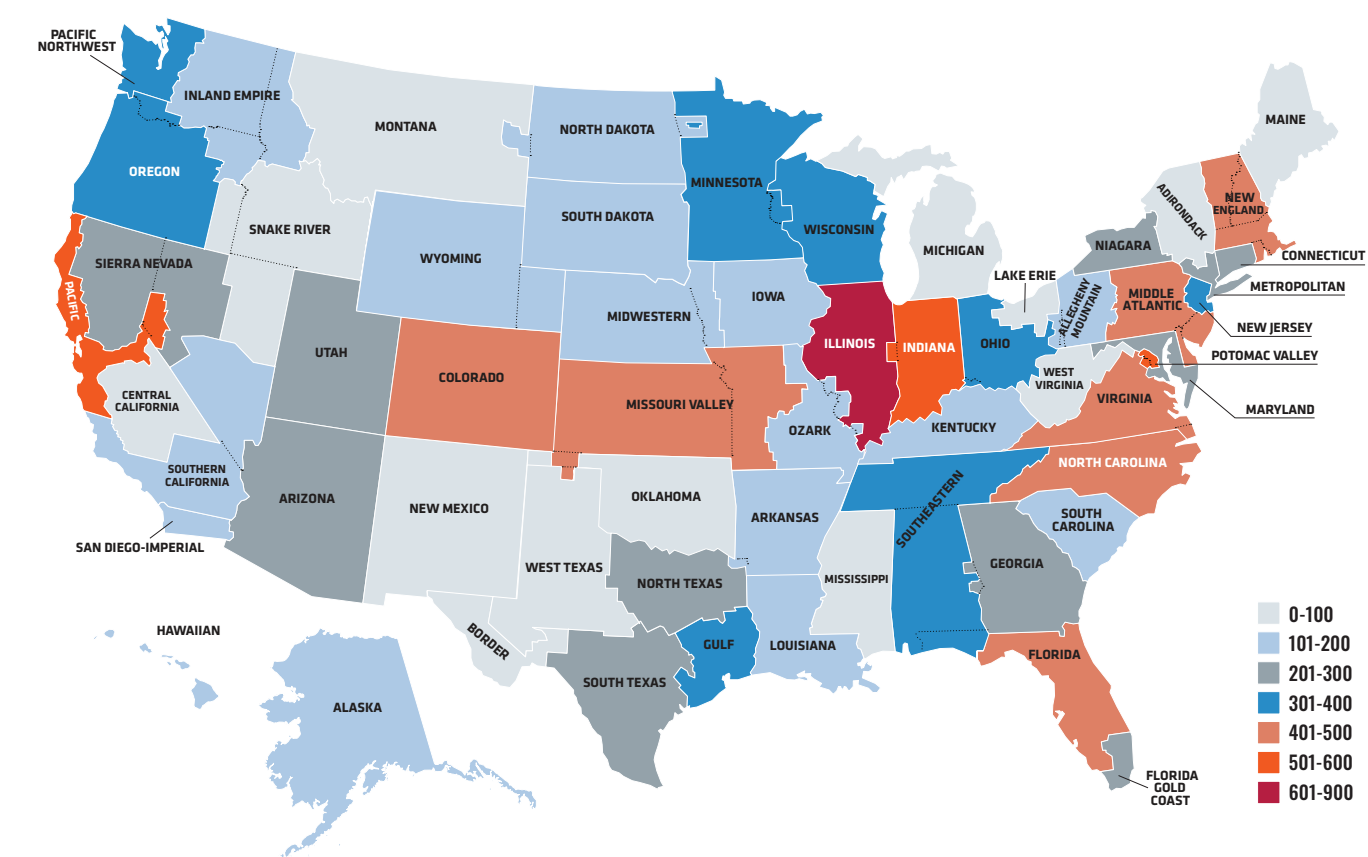


2021 NON-ATHLETE OTHER MEMBERSHIP BY LSC

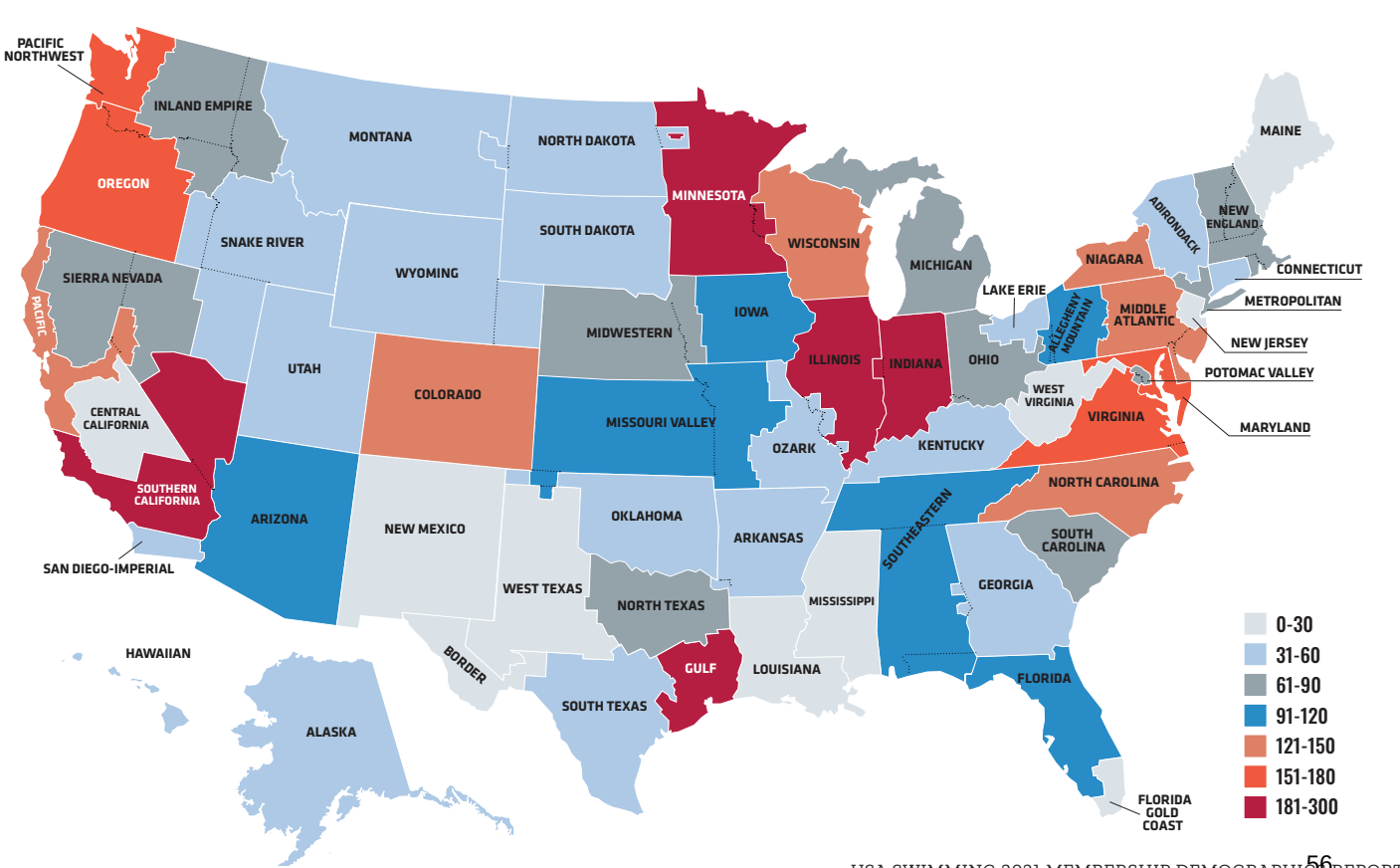
(included in the non-athlete membership totals on page 46)

LSC CODE	LSC NAME	OTHER	LSC CODE	LSC NAME	OTHER	LSC CODE	LSC NAME	OTHER
AD	ADIRONDACK	43	LE	LAKE ERIE	50	OZ	OZARK	55
AK	ALASKA	107	MA	MIDDLE ATLANTIC	172	PC	PACIFIC	331
AM	ALLEGHENY MOUNTAIN	105	MD	MARYLAND	165	PN	PACIFIC NORTHWEST	161
AR	ARKANSAS	54	ME	MAINE	23	PV	POTOMAC VALLEY	50
AZ	ARIZONA	105	MI	MICHIGAN	89	SC	SOUTH CAROLINA	92
BD	BORDER	14	MN	MINNESOTA	217	SD	SOUTH DAKOTA	49
CA	SOUTHERN CALIFORNIA	333	MR	METROPOLITAN	86	SE	SOUTHEASTERN	130
CC	CENTRAL CALIFORNIA	29	MS	MISSISSIPPI	31	SI	SAN DIEGO-IMPERIAL	70
CO	COLORADO	156	MT	MONTANA	61	SN	SIERRA NEVADA	90
CT	CONNECTICUT	56	MV	MISSOURI VALLEY	127	SR	SNAKE RIVER	73
FG	FLORIDA GOLD COAST	23	MW	MIDWESTERN	77	ST	SOUTH TEXAS	46
FL	FLORIDA	107	NC	NORTH CAROLINA	164	US	USA SWIMMING	145
GA	GEORGIA	43	ND	NORTH DAKOTA	73	UT	UTAH	58
GU	GULF	261	NE	NEW ENGLAND	81	VA	VIRGINIA	169
HI	HAWAIIAN	50	NI	NIAGARA	126	WI	WISCONSIN	144
IA	IOWA	188	NJ	NEW JERSEY	31	WT	WEST TEXAS	7
IE	INLAND EMPIRE	77	NM	NEW MEXICO	35	WV	WEST VIRGINIA	7
IL	ILLINOIS	287	NT	NORTH TEXAS	95	WY	WYOMING	70
IN	INDIANA	293	OH	OHIO	68			
KY	KENTUCKY	55	OK	OKLAHOMA	58			
LA	LOUISIANA	22	OR	OREGON	178			
						TOTAL		6,162

2021 NON-ATHLETE OFFICIALS MEMBERSHIP BY LSC



2021 NON-ATHLETE OTHER MEMBERSHIP BY LSC



2021 NON-ATHLETE MEMBERSHIP – ETHNICITY

Non-athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
AD	ADIRONDACK	1	0	0	0	0	0	2	0	1	1	94	76	0	0	2	0	8	3
AK	ALASKA	1	0	7	1	2	0	2	1	0	0	165	93	2	1	11	4	34	26
AM	ALLEGHENY MOUNTAIN	2	3	0	0	5	4	1	1	1	0	228	165	1	1	4	4	7	6
AR	ARKANSAS	0	0	0	1	3	3	3	2	0	1	130	103	2	1	1	0	1	2
AZ	ARIZONA	2	5	2	0	6	16	8	10	0	4	223	226	4	0	12	14	28	42
BD	BORDER	0	0	0	0	0	1	5	7	0	0	2	11	0	0	1	1	39	36
CA	SOUTHERN CALIFORNIA	6	17	0	0	60	67	58	57	7	2	350	337	3	6	51	64	112	87
CC	CENTRAL CALIFORNIA	1	0	0	0	5	2	2	5	0	0	17	28	0	1	3	1	44	20
CO	COLORADO	2	3	0	0	9	9	12	9	0	1	315	279	0	1	18	13	194	118
CT	CONNECTICUT	6	4	0	1	19	9	9	7	0	0	262	222	3	3	12	20	13	15
FG	FLORIDA GOLD COAST	4	11	0	0	4	7	48	73	1	1	104	117	1	0	2	3	36	35
FL	FLORIDA	8	10	0	1	17	11	17	27	1	1	443	432	1	8	33	31	65	51
GA	GEORGIA	11	24	0	0	10	7	6	5	0	0	279	227	1	2	14	19	19	28
GU	GULF	13	16	2	3	22	37	20	29	1	1	323	364	4	2	24	35	12	13
HI	HAWAIIAN	1	1	0	0	53	35	3	2	9	21	90	65	1	0	18	13	4	1
IA	IOWA	3	1	0	1	5	3	2	2	0	0	278	197	1	0	10	8	13	14
IE	INLAND EMPIRE	0	1	1	1	3	2	3	1	0	1	140	95	1	1	5	6	13	3
IL	ILLINOIS	11	23	1	1	21	20	27	31	1	0	471	418	5	8	20	25	339	314
IN	INDIANA	2	7	0	0	5	2	1	3	0	0	322	419	1	1	9	13	424	288
KY	KENTUCKY	2	1	0	0	3	5	0	2	0	0	145	152	0	1	1	2	5	25
LA	LOUISIANA	4	5	0	0	4	4	4	2	0	0	113	108	0	2	0	2	7	3
LE	LAKE ERIE	0	1	1	0	1	0	0	0	0	0	42	64	1	0	1	2	90	93
MA	MIDDLE ATLANTIC	7	7	0	1	9	14	5	5	0	1	541	541	1	6	8	18	42	34
MD	MARYLAND	20	21	0	0	9	15	3	8	0	0	256	247	3	2	9	9	7	8
ME	MAINE	0	0	1	1	3	1	0	0	0	0	76	65	0	0	0	1	5	3
MI	MICHIGAN	5	14	0	0	5	6	4	4	0	0	175	228	1	2	7	12	37	33
MN	MINNESOTA	2	1	0	0	15	14	4	4	1	1	522	371	1	2	10	11	15	13
MR	METROPOLITAN	14	19	0	1	19	21	13	27	2	2	211	231	4	1	15	15	81	88
MS	MISSISSIPPI	3	5	0	0	5	1	3	0	0	0	80	51	0	0	3	4	4	2
MT	MONTANA	0	0	2	0	2	1	1	0	0	0	89	66	0	0	5	2	22	16
MV	MISSOURI VALLEY	2	1	3	1	5	4	5	8	1	0	275	258	1	2	12	6	181	128
MW	MIDWESTERN	0	1	0	0	2	0	4	2	0	0	195	146	0	0	7	4	3	4

2021 NON-ATHLETE MEMBERSHIP – ETHNICITY

Non-athletes are asked, but not mandated, to provide ethnicity information on the registration form.

LSC CODE	LSC NAME	AFRICAN AMERICAN OR BLACK		AMER. IND. AND ALASKA NATIVE		ASIAN		HISPANIC OR LATINO		NATIVE HAW. AND OTHER PAC. ISL.		WHITE		OTHER		MIXED		NO RESPONSE	
		FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE
NC	NORTH CAROLINA	13	15	0	2	19	21	7	9	1	0	525	483	4	4	16	10	26	26
ND	NORTH DAKOTA	0	0	0	0	0	0	0	0	0	0	156	86	0	0	2	0	6	4
NE	NEW ENGLAND	6	8	0	0	36	42	7	7	0	0	425	357	0	1	16	19	20	25
NI	NIAGARA	9	6	1	1	8	8	3	5	0	0	283	257	4	3	7	4	11	9
NJ	NEW JERSEY	10	9	1	0	39	64	6	14	1	3	217	283	1	6	8	12	26	30
NM	NEW MEXICO	1	0	0	1	6	2	6	12	0	1	73	66	0	1	5	7	11	8
NT	NORTH TEXAS	5	6	0	1	27	36	6	14	0	0	185	181	0	4	11	19	19	18
OH	OHIO	0	3	0	1	1	4	0	2	0	0	146	205	0	0	0	3	192	184
OK	OKLAHOMA	0	0	0	0	0	0	2	0	0	0	26	36	0	0	4	1	94	94
OR	OREGON	1	2	2	0	36	34	5	7	0	0	333	248	4	5	15	12	35	17
OZ	OZARK	2	1	0	1	3	4	2	2	0	0	134	166	0	0	4	4	21	17
PC	PACIFIC	2	8	0	1	111	169	20	23	6	4	419	446	4	9	63	51	53	53
PN	PACIFIC NORTHWEST	1	1	2	0	64	88	5	2	0	2	254	227	2	6	21	24	21	18
PV	POTOMAC VALLEY	26	21	0	1	38	40	6	13	0	0	262	303	2	7	21	13	132	151
SC	SOUTH CAROLINA	2	11	1	0	3	3	3	6	0	2	237	164	1	0	8	6	15	9
SD	SOUTH DAKOTA	0	0	0	1	0	0	1	0	0	0	87	57	0	0	2	2	57	22
SE	SOUTHEASTERN	9	8	2	0	3	6	4	7	1	2	389	391	2	3	7	10	13	11
SI	SAN DIEGO-IMPERIAL	0	1	1	0	17	16	9	12	1	2	98	107	0	2	17	16	11	5
SN	SIERRA NEVADA	1	4	1	1	18	23	11	11	2	1	189	149	1	3	21	23	57	56
SR	SNAKE RIVER	0	0	0	0	2	2	2	3	1	0	89	42	0	0	2	0	5	5
ST	SOUTH TEXAS	1	4	1	1	7	15	26	33	0	0	170	190	1	0	18	24	28	18
US	USA SWIMMING	1	2	0	0	0	3	2	0	0	0	22	28	0	1	0	1	46	44
UT	UTAH	0	0	0	0	8	2	4	1	1	1	220	156	0	1	2	6	16	14
VA	VIRGINIA	6	8	0	1	12	16	12	10	1	2	437	423	0	1	9	19	18	13
WI	WISCONSIN	1	1	0	0	4	6	5	6	0	0	331	297	0	1	6	8	120	55
WT	WEST TEXAS	0	0	0	1	1	0	7	6	0	0	27	43	0	1	3	6	1	4
WV	WEST VIRGINIA	0	0	0	0	0	0	0	0	0	0	27	31	0	0	0	0	6	7
WY	WYOMING	0	0	1	0	1	1	1	3	1	0	158	91	1	1	7	3	5	4
TOTAL		230	321	33	28	795	926	437	542	42	58	12,875	11,915	70	114	623	665	2,969	2,473
% OF TOTAL NON-ATHLETE (36,827)		.7%	.9%	.1%	.1%	2.3%	2.6%	1.2%	1.5%	.1%	.2%	36.7%	33.9%	.2%	.3%	1.8%	1.9%	8.5%	7.0%

NOTE: 15.5% of non-athletes did not respond to the ethnicity question on their registration form. Response to this question is not mandatory.

Allied Membership

Organizations that meet the following criteria may apply for allied membership in USA Swimming.

The organization must have:

- 1. a national swimming program;
- 2. closed national competition that provides for elite athlete development or production;
- 3. due process;
- 4. a rulebook; and
- 5. an officials training program.

Application for allied membership must be approved by USA

Swimming’s Board of Directors and by the House of Delegates. Due to a recent restructuring of the Board, allied members do not have a seat on the board currently. Allied members are entitled to at least one (1) delegate to the House of Delegates. The Board of Directors recommends to the House of Delegates how many additional delegates they may have; the House must approve the additional delegates. The organization must pay \$50 for each additional delegate.

In 2021, there was one allied membership:

- YMCA of the USA

Affiliate Membership

Organizations that have an interest in swimming may apply for affiliate membership in USA Swimming.

Application for affiliate membership must be approved by USA Swimming’s Board of Directors and then by the House of Delegates. Dues for affiliate membership are \$100.00 annually and entitles each affiliate organization to at least one (1) delegate to the House of Delegates. The House of Delegates determines how many additional delegates they may have. The organization must pay \$50 for each additional delegate.

In 2021, there were 6 affiliate memberships:

- Amateur Athletic Union of the U.S., Inc.
- American Swimming Coaches Association
- College Swimming Coaches Association of America, Inc.
- International Swimming Hall of Fame
- National Junior College Athletic Association
- U.S. Masters Swimming





TECHNICAL RESOURCES (KEY PROFESSIONALS)

Brad Kale: Head Coach Coast Aquatics

coastaquatics@gmail.com (850) 461-7012

Brian Haddad: Executive Director Southeastern Swimming, LSC

southeasternswimming@hotmail.com (615) 293-7333

Kathi Heapy: Cofounder, Treasurer Emerald Coast Fitness Foundation, Inc.

swimecff@gmail.com (850) 585-6233

Gus Calado: Planet Swim, Ponte Vedra

gus@planetswim.org (904) 504-8474

Kevin Milak: FAST, Ocala, Florida

Kevin_milak@floridafast.com (352) 820-4222

Katarina Filova: Planet Swim, Ponte Vedra

katarina@planetswim.org (904) 429-6920

Charles Noonan: Diving Center Chairman Emerald Coast Fitness Foundation, Inc.

cenoonan@idhhospitalitygroup.com (770) 361-6826

Leslie Adams: City of Tallahassee

Leslie.adams@talgov.com (850) 933-2752

Marydale Moore: Panama City Beach

Marydale.moore@pcbfl.gov (850) 258-4745

Jim Ponek: Panama City Beach

Jim.ponek@pcbfl.gov (850) 819-3035

Rebecca Rogers: FAST, Ocala

Rebecca.rogers@circlesquare.foundation.org (352) 239-8144

Garrett Adkins and Jordan Gangi: Citrus YMCA

info@suncoastymca.org (352) 500-9622

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
GOVERNMENTAL ENTITIES IN OKALOOSA AND WALTON
COUNTIES TO ESTABLISH A REGIONAL AQUATIC
SPORTS AND TRAINING COMPLEX TO SERVE THE
AREA’S NEEDS FOR COMPETITIVE WATER SPORTS AND
AQUATIC TRAINING**

This interlocal cooperative agreement is made and entered into this ____ day of _____, 2023 by the listed and undersigned public entities in Okaloosa and Walton Counties to establish a cooperative body to achieve a permanent aquatic sports and training complex to provide recreation, sports competition, aquatic training, economic development, and enhancements to quality of life in the two-county area.

WITNESSETH

WHEREAS, the central area of Northwest Florida, while surrounded by the area’s numerous water bodies, does not have the aquatic sports and training facilities commensurate with the other areas of the State of Florida; and

WHEREAS, aquatic competitions and training in this area has been limited by sub-standard facilities and does not meet the usership needs of the growing demand; and

WHEREAS, the Niceville Community Redevelopment Agency has contacted area user groups in order to determine user needs and to assist in the preparation of an Aquatic Center Feasibility Assessment which supports a new aquatic center complex in a central location; and

WHEREAS, the Feasibility Assessment provides a determination of area aquatic training and competition needs, and also provides for adequate sites to develop a facility; and

WHEREAS, an aquatic center project development steering committee has been established and has solicited and received support from numerous public agencies.

NOW THEREFORE BE IT RESOLVED THAT, the undersigned local governments and other area public entities do agree to work cooperatively to establish an organization to plan and construct a state-of-the-art regional aquatic center for Okaloosa and Walton Counties; and

BE IT FURTHER RESOLVED THAT upon all necessary approvals and the acquisition of adequate capital funding for construction, each participating government unit will determine the nature and extent of its further participation in the creation of a regional aquatic sports and training center.

I. PURPOSE

It is the purpose and intent of this agreement to establish a cooperative public body to support, plan, site, secure funding, and advocate the placement of an aquatic sports training facility to serve the growing aquatic program needs of Northwest Florida.

II. COOPERATING GOVERNMENTS

The following governments are parties and signatories to this agreement:

1. City of Cinco Bayou
2. City of Crestview
3. City of DeFuniak Springs
4. City of Destin
5. City of Fort Walton Beach
6. City of Freeport
7. Town of Laurel Hill
8. City of Mary Esther
9. City of Niceville
10. Northwest Florida State College
11. Okaloosa County
12. Okaloosa County School District
13. Town of Paxton
14. Town of Shalimar
15. City of Valparaiso
16. Walton County
17. Walton County School District

III. AUTHORIZE REPRESENTATIVE

The authorized representative of each governmental unit will be each of the undersigned for the participating governments or his/her designee.

IV. DEFINITIONS

- A. Aquatic Sports and Training Center: a facility to host various sanctioned aquatic competitions and to train for aquatic programs from basic swimming to Olympic competitions.
- B. Regional: substantially the areas between Panama City Beach and Pensacola, Florida and competition users from Alabama and Tennessee.
- C. User: the facility will be public and will accommodate all public use.
- D. Funding: funding included the acquisition of capital construction funds. There are no funding obligations associated with the agreement.

V. THE AGREEMENT

This agreement is to identify and secure public agency support and program development participation intended to facilitate the establishment of a regional aquatic sports and multi-purpose training facility in a central location in the Okaloosa/Walton County Region. The undersigned do support and recommend the development of such a facility.

VI. OBLIGATIONS

The only obligation under this agreement is to acknowledge support and endorsement for the planning and development of a regional aquatic sports and training facility to serve Okaloosa and Walton Counties.

VII. FUTURE AGREEMENTS

This agreement may be superseded in the future by the execution of a comprehensive interlocal agreement to provide for the overall development, the operational and management structure of said facility, and the responsibilities of an aquatic center provided that a determination that the proposed facility has received all necessary approvals and has access to adequate revenues to support construction.

VIII. VOTING

Each participation governmental unit will have one vote and items under consideration will require a simple majority.

IX. TERMINATION

Any participating government unit may terminate its participation by notifying all other signatories.

X. TERMS

This is a volunteer position and has no terms of service or limits. However, participating governmental units are expected to manage the terms of their individual representatives.

XI. MEETINGS

Cooperative agreement meetings are expected to occur bimonthly, or at the call of the chair or one-third of the membership.

RECORDATION OF AGREEMENT

This Cooperative Interlocal Agreement shall be recorded in the public records of Okaloosa and Walton Counties.

ATTEST:

Signature

Printed Name

Date



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader
DATE: 6/15/2023
SUBJECT: Monthly Update

BACKGROUND:

City Clerk Office Update - June 26, 2023

DISCUSSION:

The office of the City Clerk provides an update to the City Council at the second meeting of the month.

Municode – Jessica and I met and combined information. We are awaiting a few responses before wrapping up the final review.

Public Records –For the May 1 – May 31, 2023 period, we received 72 new requests, with 19 open, the average number of days to fulfill all requests was 3, 69 requests were closed, and 9 requests were fulfilled outside of the average response time by the end of the period. The average number of hours to fulfill a request was 6.67 hours at a cost of staff time averaging \$109.57. We have received \$135.00 from invoices for the May 2023 reporting period.

Laserfiche –The public records portal located on the City Clerk page at: <https://city-of-crestview-fl.nextrequest.com/>. The portal is utilized to enhance the historical integrity and preservation of our records and ensure records are accessible on a routine basis, as well as in the event of a disaster. The total number of pages added during May 2023 is 55,822.

Records Management – A training session for records management liaisons has been scheduled.

Training Update – The City Clerk has been appointed to the IIMC Education Committee. She is going to leadership training in St. Petersburg from June 17 -21 provided by John Scott Dailey Florida Institute of Government and the FACC. Natasha and I are registered to attend a Records Management Seminar on June 28th in Tallahassee provided by the Bureau of Archives and Records Management.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Dependent on the project.

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director, Wendy Buttke, Accountant
DATE: 6/22/2023
SUBJECT: Financial Update - Finance Director

BACKGROUND:

This is a monthly presentation as required by the City Charter.

DISCUSSION:

Below you will find the link to the May disbursement register. Due to minimal activity and the amount of hours required to reconcile, the EPayable disbursement option is no longer being utilized. Also provided are the monthly Unaudited Schedules of Revenues & Expenditures ending April 30, 2023.

Follow this link by clicking on the icon with the arrow for the May check register and April Financial Statements.

[May 2023 Check Register](#)

[Monthly Financial Statement for April 2023](#)

GOALS & OBJECTIVES

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

N/A

RECOMMENDED ACTION

No action is required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Michael Criddle, Public Services Director
DATE: 6/22/2023
SUBJECT: Monthly Report - Public Services Update

BACKGROUND:

A report is provided each month from a selected department to update the City Council.

DISCUSSION:

This month features a Public Services update on current activities, development status, and infrastructure planning.

- * Storm related damage (trees, storm structure, water lines, lift stations)
- * Development status of projects by phase (Pre-Application, Review Process, Development Order), categorized by Residential, Commercial, and Other
- * Development location - map review
- * Master infrastructure project timing
- * Master infrastructure project map review

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

n/a

RECOMMENDED ACTION

No action required.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: June 26, 2023

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 6/22/2023
SUBJECT: PFAS Water Contamination Litigation

BACKGROUND:

Perfluoroalkyl substances (PFAS) have been detected in public and private water supplies across the country. Remediation is difficult and costly. Litigation is ongoing against manufacturers of PFAS chemicals to attempt to recover costs of remediation that will be borne by public water systems in the future.

DISCUSSION:

Section 2021 of America's Water Infrastructure Act of 2018 (AWIA) (Public Law 115-270) amended the Safe Drinking Water Act and specifies that public water systems serving a population of more than 10,000 people (large systems) continue to be responsible for participating in the Unregulated Contaminant Monitoring Rule (UCMR) program. Under the fifth revision to the UCMR rule (UCMR5), The 5-year UCMR 5 cycle spans 2022 – 2026, with preparations in 2022, sample collection from 2023 – 2025, and completion of data reporting in 2026. One of the unregulated contaminants being tested in the UCMR5 cycle are perfluoroalkyl substances (PFAS).

PFAS enters the water supply primarily through the discharge of industrial waste. This can happen in rivers and streams, but can also occur when such waste products end up on the ground as well. When it rains, these substances make their way into underground aquifers. Largely because of manufacturing and industrial use, PFAS have been detected in public and private water supplies across the country. Remediation is difficult and costly.

Because PFAS have been used so extensively over several decades, it is present virtually everywhere in the environment. These chemicals have been found in varying amounts in the blood of virtually all humans as well as domestic animals and wildlife. As PFAS are used in fire suppressant foams, one probable source is fire training facilities as well as places that have recently experienced serious fires. Because PFAS are often a component of heavy-duty lubricants and hydraulic fluids, contamination is also commonly found in water sources near military bases and industrial sites. Sites in Escambia County have tested positive for PFAS chemicals in water wells, and it is expected to appear in the City's upcoming testing in the UCMR5 cycle.

Unfortunately, the options for removing PFAS contamination from water supplies are limited and expensive. Granular activated carbon (GAC) filtration can remove 99.9% of PFOA and PFOS. However, shorter chain PFASs, such as GenX, require more intensive filtration methods such as ion exchange and reverse osmosis. Putting such equipment in place and starting the filtration process can cost over \$1 million. Annual ongoing expenses run into the six-figure range, putting a heavy burden on affected communities.

The Levin law firm in Pensacola is pursuing these claims on behalf of several cities, counties and public water systems. The proposed contract with the Levin firm is a contingent fee agreement, whereby the City will pay attorney's fees only if a recovery is made. The contingent fee is 25% of the recovery made, as set forth in the

contract. This is similar to how claims were handled following the BP Oil Spill.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The contract is a contingent fee contract, meaning the City is not obligated to pay attorney's fees unless there is a recovery in the litigation. If there is a recovery, then 25% of the City's recovery will be paid as attorney's fees after deducting any costs (such as expert witness fees) that are advanced by the attorneys in the litigation.

RECOMMENDED ACTION

Staff respectfully requests a motion authorizing the Mayor to sign the contingent fee contract with the Levin law firm to pursue recovery in the PFAS litigation.

Attachments

1. Crestview FL PFAS Engagement Agreement

CITY OF CRESTVIEW, FLORIDA LEGAL SERVICES AGREEMENT

I. INTRODUCTION

A. RECITALS.

1. City of Crestview, Florida (“Client”) is committed to protecting the City’s environment including groundwater and soil. Client is also committed to identifying responsible parties and taking reasonable steps to avoid passing on the costs to its residents for the treatment and remediation of soil and/or groundwater contamination.

2. Levin, Papantonio, Rafferty, Proctor, Buchanan, O’Brien, Barr, Mougey, P.A.; Law Office of Kevin Madonna, PLLC; SL Environmental Law Group PC; Taft Stettinius & Hollister, LLP; Douglas & London, P.C.; and Holloway Law Firm, P.A. (collectively the “Firms”) have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances (“PFAS”). The Firms are experienced both in PFAS litigation and in the representation of public entities and water suppliers in cases involving soil and groundwater contamination.

3. The purpose of this Legal Services Agreement (“LSA” or “Agreement”) is (i) to enter into an attorney-client relationship between Client and the Firms (collectively, the “Parties”) for the purpose of investigating and assessing potential claims arising out of the presence of PFAS on Client’s property including but not limited to leachate from its landfill; and (ii) to provide for the terms and conditions for the representation of Client in any civil action that may be filed in Florida State Court and/or United States District Court and any proceeding by writ or appeal related to that action filed on behalf of Client by the Firms (“Legal Action”).

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. ***Contaminants.*** Client has detected the presence of several PFAS compounds (the “Contaminants” or “Contamination”) on its properties. The engineering, construction, operation and maintenance of systems to remediate, treat and/or contain this contamination has resulted in and will continue to result in significant financial costs to Client.

2. ***Investigation.*** Client has retained the Firms to assist Client in investigating the presence of the Contaminants throughout the City and potential sources of the Contamination, evaluate the potential to recover the costs associated with the Contamination, provide advice, and represent Client in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. ***Client.*** All costs associated with Client’s pre-litigation investigation of the Contaminants, including those associated with water and/or soil sampling, laboratory testing and engineering expenses shall be paid directly by Client. For the avoidance of doubt, nothing

contained herein shall obligate Client to incur any costs to investigate the Contaminants beyond what it has already expended.

2. ***The Firms.*** All costs and fees incurred by the Firms during any pre-litigation investigation shall not be charged to Client nor recoverable by the Firms against Client under this Agreement.

3. ***Other.*** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by either Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS. Client is retaining the Firms, not any particular attorney, and attorney services to be provided to Client shall not necessarily be performed by any particular attorney.

D. DESIGNATION. Client designates its City Manager, Tim Bolduc as its authorized representative to direct the Firms and to be the primary individual to communicate with the Firms regarding the subject matter of its representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firms and other representatives of Client. Client may designate additional authorized representatives at its discretion.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. ***Inclusions.*** It is the intent of the Parties that the Firms shall represent Client in a civil action for damages in Florida State Court and/or the United States District Court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of Client with respect to:

a. The contamination of groundwater and/or soil by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by Client and the Firms.

b. Claims and/or actions for damages sustained by Client as a result of actual or threatened conduct relating to contamination of soil and/or groundwater, and any past, present, and future costs incurred to remove the Contaminants from groundwater and/or soil, and any related appeals in such actions.

2. ***Retention; Filing of Legal Action.*** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating Client to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action on behalf of Client.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. ***Exclusions.*** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board. However, at Client's election, the Firms shall appear at such administrative proceedings to protect Client's rights to pursue any Legal Action filed pursuant to this Agreement, without Client being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against Client commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in a Legal Action pursuant to this Agreement.

2. ***Additional Legal Services.*** If Client wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms and Client shall be required.

C. RESPONSIBILITIES OF ATTORNEY AND CLIENT.

1. ***The Firms Responsibilities.*** The Firms shall perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. The Firms shall provide status reports to Client on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of Client.

2. ***Client Responsibilities.*** Client shall cooperate with the Firms and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. ***Selection of Experts.*** The Firms and Client shall meet and confer regarding selection and retention of experts in the Legal Action. Client shall not unreasonably withhold approval of selection and retention of such experts. Client shall not be required to pay for the selection or retention of experts. These costs will be advanced by the Firms and be reimbursed pursuant to this Agreement only in the event of a recovery.

4. ***Settlement.*** The Firms shall not settle any Legal Action without the approval of Client. Client shall have the absolute right to accept or reject any settlement. The Firms shall notify Client promptly of the terms of any settlement offer received by the Firms.

5. ***Client Agreement Not to Use, Share, or Disclose the Firms' Work Product Outside the Context of this Legal Action.*** Client agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which Client or their counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the 3M Company, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Attorneys shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee of twenty-five percent (“Contingent Fee”), which shall be calculated from the Gross Recovery (as defined below)

2. ***Definitions Relevant to Attorneys’ Fees.***

a. “Net Recovery” means the total value received by Client of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment, minus (i) all amounts owed by Client to any litigants in a Legal Action filed by the Firms on behalf of Client and (ii) all court-awarded attorneys’ fees or costs received by Client from said litigants. The amount of any Net Recovery shall not include any reductions for Costs.

b. “Gross Recovery” means the total value received by Client of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment.

c. “Costs” include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by the Firms, include Client’s expenses incurred in providing information to the Firms or defendants.

d. “Final Judgment” means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

e. “Settlement” refers to any voluntary agreement executed by Client and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

f. “Cash Recovery” means, without limitation, the total monetary amount received by Client in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by Client.

g. “Non-Cash Recovery” means, without limitation, the fair market value of any property delivered to Client, any services rendered for Client’s benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on Client, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

h. “Present Value” means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

i. “Reasonable Fees” or “Reasonable Attorney’s Fee” means such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on Client, and the financial risk to the Firms and associate counsel by their agreeing to represent Client in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Net Recovery or a Net Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs.

3. ***Calculation of Non-Cash Recovery.***

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by Client, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by Client upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, Client shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to Client’s estimate, the Parties shall proceed as set forth in Section III.G (“Disagreements Concerning Value of Recoveries”). Nothing herein shall impede or restrict Client’s right to include a Non-Cash Recovery in any Settlement, nor the Firms’ right to receive a Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. ***Pay-if-Paid; Option for Advance Payment.*** Receipt of any Net Recovery by Client is a condition precedent to payment of any portion of the Contingent Fee by Client to the Firms. Undisputed payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by Client of any Net Recovery. Notwithstanding the foregoing, Client, in its sole and absolute discretion, may choose to pay any Cash Recovery portion of the Contingent Fee prior to receipt of any Net Recovery by Client (“Advance Payment”). Upon Client’s election to make an Advance Payment, Client shall estimate the amount and timing of outstanding Cash Recoveries, treat all such outstanding payments as constructively received by Client upon the execution of a Settlement or Final Judgment requiring such payments, discount all such payments to their Present Value as of the time of said Settlement or Final Judgment, and pay the Firms the Contingent Fee due on the Present Value of such portion of the Cash Recovery at that time. Nothing herein shall be construed to modify how any amount shall be distributed or the Parties’ remedies in this Agreement upon a dispute over any estimate or amount due under this Agreement.

Use of Monies Held in Trust. The firms are authorized to apply any funds received on behalf of Client in connection with a Settlement or Final Judgment and held in the Firms' trust account to the payment of any Costs owed to third parties to this Agreement; provided that for any payments in excess of \$1,000, the Firms shall furnish copies of third party invoices for Client's review at least seven (7) days prior to making said payments.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. ***Reasonable Fee.*** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent Client on a Contingent Fee basis, Client shall pay a reasonable fee for the services rendered.

2. ***Fee Determination.*** The Parties shall use best efforts to negotiate a reasonable fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born equally by Client and the Firms.

G. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

1. ***Procedure.*** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, "Disputed Recoveries") or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:

a. Each party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.

b. Each party's selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.

c. The third appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.K ("Arbitration of Disputes").

2. ***Expenses.*** Client and the Firms shall each bear the expense of their own selected appraiser, and Client and the Firms shall each pay one-half of the expenses of the third appraiser.

H. COURT-AWARDED AND/OR SETTLEMENT-AWARDED ATTORNEYS' FEES.

1. ***Duty to Seek Attorneys' Fees and Costs in Legal Action.*** Client may obtain an award of Attorneys' Fees and/or Costs in a Final Judgment or Settlement. The Firms agree to seek any such award(s) in any Legal Action it files on behalf of Client.

2. ***Credit for Court-Awarded Fees and Costs.*** Any Attorneys' Fees or Costs awarded in connection with a Legal Action shall not be considered part of the Net Recovery for purposes of calculating the Firms' Contingent Fee but said fees and costs shall be applied as a credit against Client's obligation to pay the Firms' Contingent Fee under this Agreement.

3. ***Court-Awarded Fees and Costs in Excess of Contingent Fee.*** Notwithstanding any other provision of this Agreement, if court-awarded Attorneys' Fees and costs exceed the Contingent Fee to which the Firms would otherwise be entitled under this Agreement, the amounts due to the Firms under this Agreement shall be the court-awarded fees and costs, and Client shall receive all other amounts awarded in a Legal Action.

I. NEGOTIATED FEE. Client is informed that the Attorneys' Fees provided for herein are not set by law but rather are negotiable between the Firms and Client.

J. DIVISION OF ATTORNEYS' FEES.

1. ***Division of Fees; Disclosure.*** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to Client. Client is informed that, under the Rules of Professional Conduct of the State Bar of Florida, such a division may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees shall be made and of the terms of such division. The division of fees and costs between the Firms has been separately provided to Client.

2. ***Retention of Associate Counsel.*** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to Client's approval.

K. COSTS.

1. ***Costs Advanced by the Firms; Interest.*** The Firms shall advance all Costs incurred in connection with the Firms' representation of Client under this Agreement. Costs shall be advanced by the Firms and then paid by Client from any Net Recovery.

2. ***Reimbursement; Risk of Loss.*** The Firms shall be reimbursed for any Costs before any distribution to Client. If there is no Net Recovery or the Net Recovery is insufficient to reimburse the Firms in full for Costs advanced, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.

3. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend Client in any motion seeking an award of Attorneys' Fees or costs against Client in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship with another party with interests adverse to Client, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to Client so Client can evaluate whether that relationship causes Client to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect Client's confidential information. To the extent required, the Client waives any conflict under Florida's Rules of Professional Conduct.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.*** Client understands that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, Client understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. Client understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. Client understands that the Firms would not take on this engagement if Client required the Firms to forgo representations like those described above. Client has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water suppliers in similar litigations, because such waiver enables Client to obtain the benefits of the Firms' experience and expertise. Therefore, Client consents that the Firms may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing it. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to Client while the Firms are still representing Client under this Agreement.

V. TERMINATION

A. DISCHARGE OF ATTORNEY.

1. ***Right to Discharge.*** Client may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. Client shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to the Florida Rules of Professional Conduct. Unless specifically agreed by the Firms and Client, the Firms shall provide no further services and advance no further Costs on Client's behalf after receipt of the notice. If any or all of the Firms are Client's attorney of record in any proceeding, the Firms shall immediately execute and return a substitution-of-attorney form.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without cause before the conclusion of a Legal Action, Client shall (i) reimburse the Firms for

any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point of the discharge. Nothing herein shall be construed to limit Client's rights and remedies in the event of a discharge of the Firms for cause.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firms may withdraw from representation of Client (i) with Client's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to Client. Good cause includes Client's breach of this Agreement, Client's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, Client shall remain obligated to pay the Firms and any associated counsel, out of the Net Recovery, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. ***Withdrawal Without Cause.*** The Firms may terminate this Agreement at any time, without cause, by giving Client not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by Client.

VI. MISCELLANEOUS

A. LIEN. Client hereby grants the Firms a lien on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee or Costs at the conclusion of the Firms' services. The lien shall attach to any Net Recovery Client may obtain.

B. RELEASE OF CLIENT'S PAPERS AND PROPERTY. Upon the conclusion of services under this Agreement, the Firms shall release promptly to Client on request all of Client's papers and property. "Client's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, regardless of whether Client has paid for said documents or property.

C. INDEPENDENT CONTRACTOR. The relationship to Client of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of Client, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. NOTICES. All written notices and communications to Client relating to this Agreement shall be mailed to or personally delivered to Client, addressed to: Tim Bolduc, City Manager, 198 N. Wilson St., Crestview, FL 32539. Written notices and communications to the Firms relating hereto shall be mailed to or personally delivered to Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr, Mougey, P.A., 316 S. Baylen St., Pensacola, Florida 32502, unless and until the Firms given written notice to Client of a change in such office address.

E. CONFIDENTIALITY. This Agreement establishes the relation of attorney-client between the parties hereto. The Firms shall hold all money and property of Client in trust for Client's benefit, with all funds deposited and managed in the Firms' client trust account as required by law. The Firms shall not divulge Client's confidences and shall be entitled to the candid cooperation of all Client's employees in all matters related to the assigned files and any related actions. Furthermore, this Agreement is an attorney-client communication and shall not be disclosed by Client or the Firms to any third party, except as may otherwise be required by law. In the event of a request, demand, or lawsuit to compel Client to provide a copy of this Agreement or a description of its terms, the Firms shall work with Client to provide an appropriate response and the Firms shall defend any such litigation at the Firms' cost. Nothing herein shall preclude the Firms and Client from agreeing together to disclose the Agreement or its terms.

F. DISCLAIMER OF GUARANTEE. Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. Client acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

G. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

H. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

I. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

J. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

K. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be submitted to the State Bar's program for arbitration of fee disputes. If a fee dispute arises, the Firms shall provide Client with information about the State Bar program.

L. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be Okaloosa County, Florida.

M. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Florida.

N. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

O. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

P. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

J.B. Whitten, Mayor Date
City of Crestview

Attest: _____
Maryanne Schrader, City Clerk

Rob Bilott Date
Taft Stettinius & Hollister, LLP
425 Walnut St., Suite 1800

Kevin J. Madonna Date
Law Office of Kevin Madonna, PLLC
48 Dewitt Mills Rd
Hurley, NY 12443

Michael A. London Date
Douglas and London, P.C.
59 Maiden Lane, 5th Floor
New York, NY 10038

Ned McWilliams Date
Levin, Papantonio, Rafferty, Proctor,
Buchanan, O'Brien, Barr, Mougey, P.A.
316 S. Baylen Street
Pensacola, FL 32502

Alexander Leff Date
SL Environmental Law Group PC
201 Filbert Street, Suite 401
San Francisco, CA 94133

Jon Holloway Date
Jonathan Holloway, P.A.
420 E. Pine Avenue
Crestview, FL 32539