

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**TUESDAY, JANUARY 18, 2022**

**9:00 A.M.**

**201 E. GREEN STREET**

**TAYLOR COUNTY ADMINISTRATIVE COMPLEX**

**OLD POST OFFICE**

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 9:00 A.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
1	V-CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3		MICHAEL NEWMAN	IN PERSON	ABSENT
4		PAM FEAGLE	IN PERSON	ALL
5	CHAIR	THOMAS DEMPS	IN PERSON	ALL

A QUORUM OF THE BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
ASST COUNTY ADMN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CLERK OF COURT	GARY KNOWLES	IN PERSON	ALL

THOMAS DEMPS LED THE BOARD IN PRAYER, FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG. BUSINESS WAS TRANSACTED AS FOLLOWS:

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

**3. APPROVAL OF AGENDA:**

UPON MOTION OF COMMISSIONER ENGLISH, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS SUBMITTED.

**CONSENT ITEMS:**

MOTION: TO APPROVE CONSENT ITEM NOS. FOUR (4) THROUGH TEN (10), AS FOLLOWS:

4. THE BOARD TO CONSIDER APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND 066779 THROUGH 066857 INCLUSIVE

ROAD AND BRIDGE FUND 5017107 THROUGH 5017130 INCLUSIVE

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

5. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR 4-H BUDGETED FUNDS FOR FY 21.22, IN THE AMOUNT OF \$10,881, TO BE RELEASED TO THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman					X	
Feagle	X		X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

## **BIDS/PUBLIC HEARINGS:**

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS SUBMITTED BY IRON HORSE MUD RANCH, FOR EVENT DATES OF MARCH 3 – 6, 2022, 7:00 A.M. TO 7:00 P.M.

### DISCUSSION:

ALL THOSE PRESENT FROM THE PUBLIC WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE SPECIAL EVENTS PERMIT (MUD-BOG).

MRS. LARSON APPEARED AND STATED THAT THEY HAVE CONTACTED FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

THOMAS GUNTER APPEARED AND ADVISED THAT SIGNAGE IS POSTED STATING THAT RIGHT LANE TRAFFIC IS DESIGNATED FOR THE MUD-BOG AND THE LEFT HAND LANE IS DESIGNATED FOR THROUGH TRAFFIC.

THERE BEING NO OTHER PERSONS REQUESTING TO SPEAK FROM THE PUBLIC, THE CHAIRMAN CLOSED THE PUBLIC HEARING.

MOTION: TO APPROVE THE SPECIAL EVENTS PERMIT APPLICATION, CONTINGENT ON RECEIVING APPROPRIATE WIAVERS.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody		X	X			
Newman					X	
Feagle			X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

7. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT SUBMISSION OF TWO (2) APPLICATIONS TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2028 FUNDING CYCLE, FOR THE CONSTRUCTION OF SIDEWALKS ALONG KEATON BEACH DRIVE AND ALONG JOHNSON STRIPLING & ASH STREET TO JEFFERSON STREET.

DISCUSSION:

ALL THOSE PRESENT FROM THE PUBLIC WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE POSSIBLE GRANT SUBMISSION TO FDOT.

SHANNON MILLINOR – I DON'T THINK SIDEWALKS WILL FIX THE PROBLEM. WE NEED SPEED BUMPS. SIDEWALKS WILL TAKE UP PARKING IN FRONT OF HOUSES.

JIM JARVIS – THE BRIDGE IS A MESS, IT NEEDS TO BE ADDRESSED.

TRACY GIDDENS – WHAT ABOUT A WIDE SPEED HUMP?

WILLIAM SIMPSON – I AGREE WITH EVERYONE ELSE.

THERE BEING NO OTHER PERSONS REQUESTING TO SPEAK FROM THE PUBLIC, THE CHAIRMAN CLOSED THE PUBLIC HEARING.

COMMISSION MOODY – WHO IS AGAINST THE SIDEWALK? ABOUT A DOZEN MEMBERS OF THE AUDIENCE AND HOMEOWNERS ARE REPRESENTED. NO RESIDENTS IN SUPPORT OF THE SIDEWALK PROJECT.

KENNETH DUDLEY, COUNTY ENGINEER – TIMING OF THE PROJECT IS DETERMINED BY STATE FUNDING. THERE IS LIMITED SPACE IN THAT AREA. RAILINGS OR A PEDESTRIAN BRIDGE OVER WATERWAYS. MARINA ROAD ON THE EAST SIDE TO HODGES PARK. THIS IS NOT RELATED TO SPEEDING. THE PROJECT MAY NOT BE FUNDED.

COMMISSIONER FEAGLE – SAFETY HAS BEEN A CONCERN FOR MANY YEARS. AT OUR LAST MEETING WE TALKED ABOUT A SIDEWALK. SINCE THEN, I DON'T THINK A SAIDEWALK WILL RESOLVE THE PROBLEMS.

COMMISSIONER MOODY – I BELIEVE IF WE LOWER THE SPEED LIMIT AND PUT IN A VISIBLE SPEED CONTROL SIGN.



COUNTY ADMINISTRATOR – MR. DUDLEY, DO WE NEED TO DECIDE ON ANOTHER PROJECT TODAY?

MELODY COX – WE NEED A 1<sup>ST</sup>. AND 2<sup>ND</sup>. PRIORITY.

COMMISSIONER FEAGLE – WHAT ARE OTHER PROJECTS?

COUNTY ADMINISTRATOR – EL RANCHO SUBDIVISION.

MOTION: TO PRESENT 1<sup>ST</sup>. PRIORITY PROJECT AS JOHNSON STRIPLING ROAD TO ASH STREET;  
SECOND PRIORITY PROJECT HIGHWAY 221 ASH STREET TO GRAVES DRIVE-IN.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody			X			
Newman					X	
Feagle		X	X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

8. **THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR THE FIRST READING OF A PROPOSED ORDINANCE DESCRIBING VARIANCES FOR AGRICULTURAL STRUCTURES AND ACCESSORY STRUCTURES AND CLARIFYING ELEVATION OF MOBILE HOMES TO THE BOTTOM OF THE I-BEAM.**

THE CHAIRMAN OPENED THE PUBLIC HEARING FOR PUBLIC COMMENT.

NO COMMENTS FROM THE PUBLIC.

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER ENGLISH, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED ORDINANCE BY TITLE.

NO COMMENTS FROM THE PUBLIC.

IT WAS A CONSENSUS OF THE BOARD TO APPROVE THE ORDINANCE FOR PURPOSES OF THE ADOPTION HEARING AND MOVE FORWARD TO THE SECOND AND FINAL PUBLIC HEARING.

**SECOND AND FINAL PUBLIC HEARING TO BE HELD ON TUESDAY, FEBRUARY 15, 2022, AT 9:00 A.M.**

**CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:**

9. THE BOARD TO CONSIDER APPOINTMENT/RE-APPOINTMENT OF TWO (2) MEMBERS TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

DISCUSSION:

COUNTY ADMINISTRATOR – THERE ARE TWO (2) VACANCIES ON THE TCDA BOARD. THE VACANCY ON THE BOARD HAS BEEN ADVERTISED IN THE NEWSPAPER WITH NO APPLICATIONS RECEIVED, OTHER THAN ONE FROM TRAVIS ANTHONY BACK IN OCTOBER, 2021. THE TCDA STAFF HAS NOT RECEIVED A RESPONSE FROM MR. ANTHONY TO DETERMINE IF HE REMAINS INTERESTED IN THE POSITION.

THAT THE TCDA IS REQUESTING THE RE-APPOINTMENTS OF DON EVERETT, JR. AND WALLACE HOLMES.

MOTION: TO RE-APPOINT WALLACE HOLMES AND DON EVERETT, JR. TO THE TCDA BOARD.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody			X			
Newman					X	
Feagle		X	X			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

**COUNTY STAFF ITEMS:**

- 10. THE BOARD TO CONSIDER APPROVAL OF PROPOSED SUBMISSION FOR THE FISCAL YEAR 2026 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SCRAP, SCOP, CIGP AND TRIP WORK PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.**

DISCUSSION:

COUNTY ENGINEER – THE BEACH ROAD MAY NOT BE AWARDED DUE TO THE HIGH COST. WE WILL NOTIFY FDOT THAT THIS ROAD IS IMPORTANT TO OUR COMMUNITY.

COMMISSIONER FEAGLE – PLANTATION ROAD IS VERY BAD AND NEEDS TO BE A PRIORITY.

COUNTY ENGINEER – PLANTATION ROAD IS THE SECOND PRIORITY.

MOTION: TO SUBMIT FDOT 5-YEAR WORK PROGRAM FY 2026 PROJECT PRIORITY LIST:

1<sup>ST</sup>. PRIORITY – BEACH ROAD; 2<sup>ND</sup>. PRIORITY - PLANTATION ROAD; 3<sup>RD</sup>. PRIORITY – DARK ISLAND ROAD.

CHAIR DEMPS PASSED THE GAVEL TO VICE-CHAIR ENGLISH IN ORDER TO SECOND THE MOTION.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English	X		X			
Moody				X		
Newman					X	
Feagle				X		
Demps		X	X			

THE MOTION FAILED WITH A 2-2 VOTE.

MOTION: TO SUBMIT FDOT 5-YEAR WORK PROGRAM FY 2026 PROJECT PRIORITY LIST:

1<sup>ST</sup>. PRIORITY – PLANTATION ROAD; 2<sup>ND</sup>. PRIORITY – BEACH ROAD (CR 361); 3<sup>RD</sup>. PRIORITY – DARK ISLAND ROAD.



Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman					X	
Feagle	X		X			
Demps			X			

THE MOTION CARRIED BY UNANIMOUS VOTE.

**11. THE BOARD TO CONSIDER RECOMMENDATION OF THE MOSQUITO CONTROL DIRECTOR TO THE FLORIDA STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUREAU OF ENTOMOLOGY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.**

**DISCUSSION:**

COUNTY ADMINISTRATOR – HEATHER JENSEN HAS BEEN ACTING AS MOSQUITO CONTROL DIRECTOR SINCE 2020.

MOTION: TO APPOINT HEATHER JENSEN DIRECTOR OF MOSQUITO CONTROL AND ALLOW HER TO OBTAIN THE DIRECTOR’S CERTIFICATION.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English		X	X			
Moody			X			
Newman					X	
Feagle	X		X			
Demps			X			

THE MOTION CARRIED.

**COUNTY ADMINISTRATOR ITEMS:**

**12. THE COUNTY ADMINISTRATOR TO PRESENT THE ANNUAL STATUS REPORT FOR ECONOMIC AD VALOREM TAX EXEMPTION FOR SUPER-PUFFT SNACKS USA.**

**DISCUSSION:**

COUNTY ADMINISTRATOR – SUPER-PUFFT ANNUAL STATUS REPORT PROVIDES COMPLIANCE WITH THE DEFINITION OF BUSINESS EXPANSION AS REQUIRED FOR ANNUAL ELIGIBILITY DETERMINATION FOR AD VALORM TAX EXEMPTION. PER THE REPORT, SUPER-PUFFT HAS ADDED APPROXIMATELY 150 NEW JOBS SINCE 2019. THEY ALSO ADDED \$19.1 MILLION IN NEW EQUIPMENT.

MOTION: TO ACCEPT THE ANNUAL STATUS REPORT FOR SUPER-PUFFT SNACKS USA FOR ECONOMIC AD VALOREM TAX EXEMPTION.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody		X	X			
Newman					X	
Feagle	X		X			
Demps			X			

THE MOTION CARRIED.

ATTACHMENT: ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION APPLICATION.

**13. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS:**

1. COUNTY STAFF WILL REQUIRE TRAINING AND WILL BE ABLE TO PICKUP INMATES FROM TAYLOR CORRECTIONAL INSTITUTION (TCI) FOR THE WORK SQUAD.
2. COUNTY ADMINISTRATOR AND CHAIR DEMPS WILL BE ATTENDING LEGISLATIVE DAYS ON WEDNESDAY, JANUARY 19, 2022.

**14. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:**

NONE

**15. BOARD INFORMATIONAL ITEMS:**

COMMISSIONER ENGLISH – THANKS TO THE COUNTY ADMINISTRATOR AND STAFF FOR GETTING THE WORK SQUADS INTO ACTION.

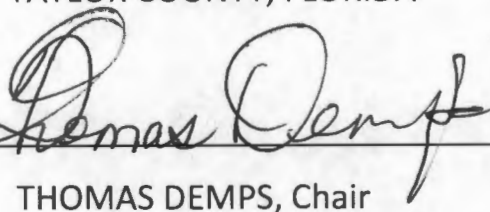
PIGOTT HAS SUED US AND THE COUNTY ATTORNEY WILL BE DEFENDING THE COUNTY.

1/18

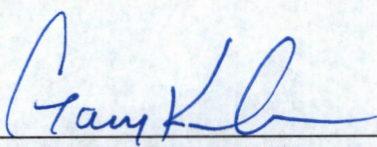
THE HOUR BEING APPROXIMATELY 10:25 A.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY:   
THOMAS DEMPS, Chair

ATTEST:

BY:   
GARY KNOWLES, Clerk



JAMIE ENGLISH District 1	JIM MOODY District 2	MICHAEL NEWMAN District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
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## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
P. O. Box 620, Perry, FL 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 E. Green Street, Perry, FL 32347  
(850) 838-3500, extension 6 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney  
P.O. Box 167, Perry, FL 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 10-27-2021

APPLICANT NAME: 3 Ponds LLC DBA Iron Horse mud Ranch

MAILING ADDRESS: 8999 US Highway 19 S. Perry FL 32348

PROPERTY OWNER: Big Ponds

PROPERTY ADDRESS: 8999 US Hwy 19 S. Perry FL 32348

PHONE#: 3192834943

PARCEL #: 8744-200  
8743-000

### PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- Big Pond
- Andyland LLC
- Sandra Lee
- Jack Fernandez
- Martin Ellison
- 
- 
- 

EVENT DATE(S): START: March 3 2022 END: March 6 2022

HOURS OF OPERATION: START: 7am END: 7pm

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: How many to determine

SECURITY PROVIDER: SHERIFFS OFFICE x PRIVATE SECURITY x  
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: F.W. Murray & Sons 850-672-0103

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

# MUD BOG CHECKLIST

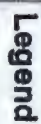
EVENT NAME: IRON HORSE – MARCH 2022

1.	APPLICANTS NAME	✓
2.	OWNERS NAME	✓
3.	PHYSICAL LOCATION	✓
4.	LEGAL DESCRIPTION	✓
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	
6.	DATE & HOURS OF EVENT	✓
7.	MAXIMUM ATTENDANCE * states 1,000+	✓*
8.	SECURITY STATEMENT	✓
9.	AMBULANCE STATEMENT * not signed (DMH-EMS with hospital CEO signature)	✓*
10.	MAP OF PROPERTY	✓
11.	PROPERTY WITHIN 660 FEET OF EVENT	✓
12.	LOCATION OF PARKING * throughout event	✓*
13.	LIST OF OWNERS WITHIN 660 FEET	✓
14.	ENTRY CONSENT STATEMENT	✓
15.	HOLD HARMLES STATEMENT	✓
16.	ADJOINING PROPERTY OWNER STATEMENT	✓
17.	WASTE HAULER STATEMENT	✓
18.	INSURANCE STATEMENT	✓
19.	SANITARY FACILITY PROVIDER STATEMENT	✓
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	✓

COMPLETED BY: W D Griner DATE: 1.11.22  
 William D. (Danny) Griner



**Disclaimer:** This map is for informational purposes only and is not intended to be used as a navigational device. Benetton Blue North assumes no responsibility for any losses resulting from the use thereof.

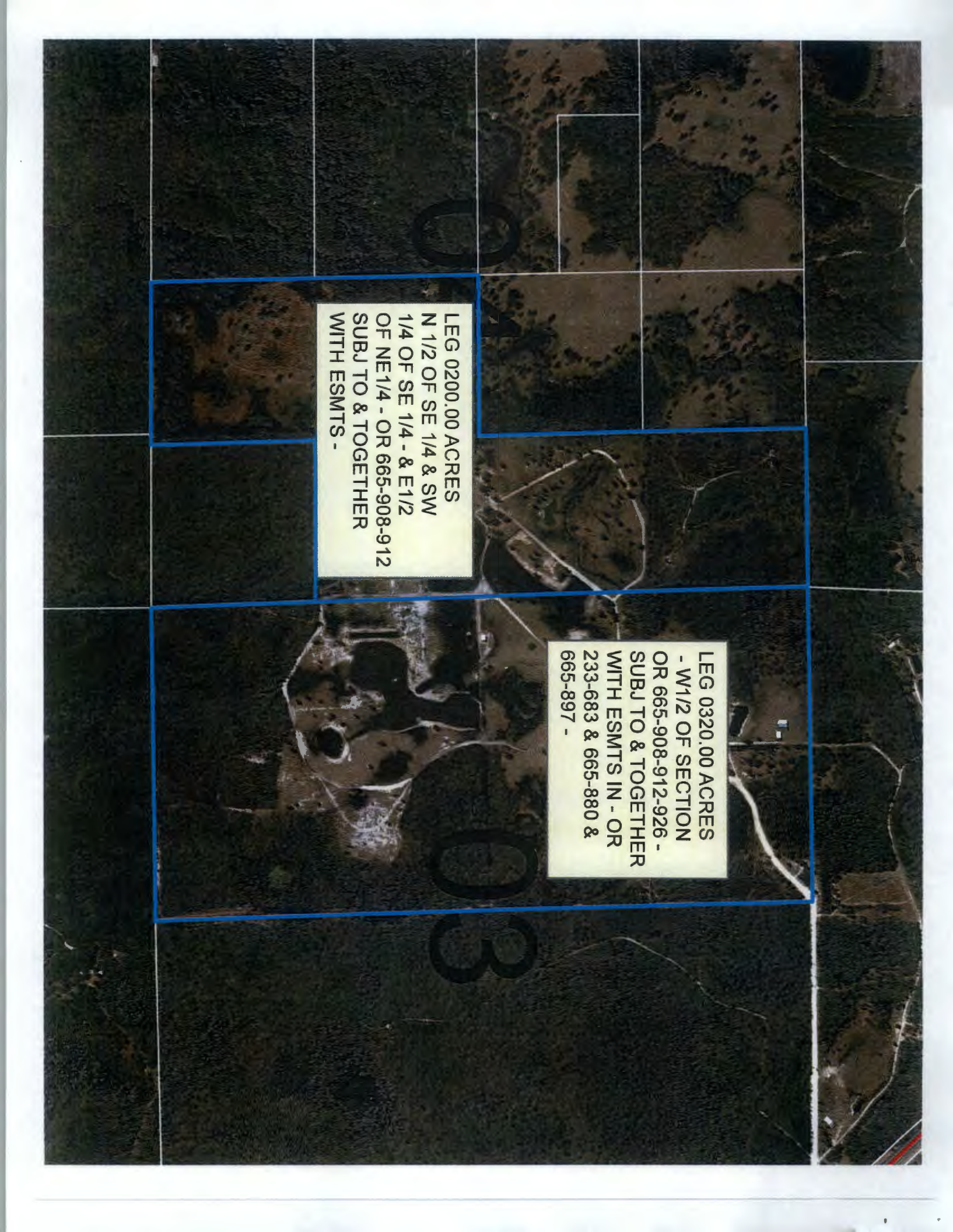


- ATV BOUNTY HOLE - 6  
ATV HOLE - 4, 5  
ATV TRAIL ENTRY - 20  
BIG TRUCK POND - 20, 21  
CAMPING - 12, 26, 29, 30, 31  
DOT 2ND HOLE - 14  
DOT 4WD HOLE - 16  
EMS/POLICE BASE - 15  
FAMILY CAMPING - 1, 2, 7, 8  
FREESTYLE AREA - 27  
HELLPAD LANDING ZONE - 9  
IRON HORSE MERCHANDISE - 11  
NO PARKING NO CAMPING - 25  
NO PARKING ZONE - 24  
POND DO NOT ENTER - 3, 13, 22, 32  
SEMI-TRUCK PARKING - 10  
STAGE - 17  
TRUCK BOUNTY HOLE - 23  
VENDORS - 16

Feet	
0	200 400 800







LEG 0200.00 ACRES  
N 1/2 OF SE 1/4 & SW  
1/4 OF SE 1/4 - & E1/2  
OF NE1/4 - OR 665-908-912  
SUBJ TO & TOGETHER  
WITH ESMTS -

LEG 0320.00 ACRES  
- W1/2 OF SECTION  
OR 665-908-912-926 -  
SUBJ TO & TOGETHER  
WITH ESMTS IN - OR  
233-683 & 665-880 &  
665-897 -









## GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS  
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners  
201 E Green St, Perry Florida  
From: Tracy Dowdy Manager Guardians LLC  
22065 109<sup>th</sup> Drive Obrien Fl 32071  
Subject: Iron Horse Mud Ranch

Greetings Commissioner's, this letter is to inform you that Guardians LLC will be providing Security Services for Iron Horse Mud Ranch. Located at 8999 US 19 Perry Florida 32348 on On March 3-6 2022 in accordance with Taylor County Ordinances.

Thank You,

Tracy Dowdy

11/05/2021

*Per argumentum VERITAS*

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22065 109<sup>th</sup> Drive Obrien, Florida 32071

386-266-3769

## ENTRY CONSENT AGREEMENT

### MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARL LARSON  
Print Name

[Signature]  
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARL LARSON, personally known to me ( ☒ ) produced identification ( ☐ ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY  
Commission # HH 141773  
Expires June 13, 2025  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC

My Commission Expires:

## HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

### MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
2. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

KARI LARSON  
Print Name

[Signature]  
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI LARSON, personally known to me ( ☒ ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY  
Commission # HH 141773  
Expires June 13, 2025  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC

My Commission Expires:

## ADJOINING PROPERTY OWNER AGREEMENT

### MUD BOG SPECIAL EVENT

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

KARI LARSON

Print Name

[Signature]

Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI LARSON, personally known to me ( ☒ produced identification ( ☐ ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 27 day of October, 2021.



CAROL WEATHERLY  
Commission # MH 141773  
Expires June 13, 2025  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC

My Commission Expires:





# Service Agreement

☒ TEMPORARY  
☐ PERMANENT

## A. CUSTOMER SITE INFORMATION

Site Name: Iron Horse Mud Ranch		Effective Date: March 3, 2022	Account #:
Service Address: 8999 US Hwy S.		Service Area: Taylor county	Salesperson: Joel Thornton
City/State: Perry, FL	Zip Code: 32348	Contact Name: Henry Lee	
Email: karllarson24@gmail.com	Telephone: 319-283-4943	Fax:	Mobile:

## B. BILLING INFORMATION

Billing Name: Todd's Specialized Rigging		P.O. # Required? Y / N	
Billing Address: 8999 US Hwy 19S		Billing Cycle:	Customer Payment:
City/State: Perry, FL	Zip Code: 32348	Contact Name: Kari Larson	
Email: karllarson24@gmail.com	Telephone: 319-283-4943	Fax:	Mobile:

## C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
4	ro	msw	20 or 30	on call					<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
									<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

### OLD SCHEDULE OF SERVICE

									<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
									<input type="checkbox"/> Month <input type="checkbox"/> Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

## D. ADDITIONAL FEES

Lockbar:		Relocate:	\$150.00
	Extra-Pickup:		
		Roll-Off container will have a per pull charge and a minimum of 2 tons disposal charge.	

"LOCATION STAMP HERE"

Other Instructions: \$285 delivery fee;  
 \$100 monthly rent  
 Special Service: \$250 per pull, \$70 per ton disposal  
 a 2 ton minimum

Event is March 3 to 6

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

DocuSigned by:  
 Customer Signature Date  
 F7F14B970C2C4A9...

Print Name

March 3, 2022  
 Waste Pro Representative Date  
 Print Name

TERMS & CONDITIONS ON THE REVERSE

WP / Manager Initials



right to provide equipment and services to collect and dispose of and/or recycle all of Customer's non-hazardous Waste Material. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as Industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

**LOADING RESTRICTIONS.** Customer must adhere to recommended safety precautions when loading container. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Service will not be rendered until these requirements are met.

**2. A. TERM (Permanent).** The initial term ("Term") of this Agreement is sixty (60) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of sixty (60) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 11) of termination at least ninety (90) days, prior to the termination of the then-existing term.

**B. TERM (Temporary).** This agreement is a legally binding contract and shall extend for the duration of the project.

**3. SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of written demand from Customer (See Section 11), Customer may terminate this Agreement with the payment of all monies due through the termination date.

**4. CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. The Company may charge a fuel recovery fee/surcharge to help offset the significant expenses incurred by the Company in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as the cost of diesel fuel changes. For information about the method of calculation of the fuel recovery fee/surcharge and the amount of such fee based on the changes in the costs of diesel fuel please visit our website on a monthly basis: [www.wasteprousa.com](http://www.wasteprousa.com). The Company may also charge an environmental recovery fee to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations relating to the environment including, but not limited to employee safety training and inspections and environmental compliance. The environmental fee is not government imposed, nor is any portion of it paid to any governmental agency. Please visit our website for information on the current amount charged to Customer for the environmental recovery fee. Company may increase the charges: to address any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increases of disposal and/or transportation costs and increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be received by the Company verbally. In writing, by payment of the invoice on which such charges are contained or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds. The Company may increase the charges to the Customer in the event that the weight of Customer's Waste Materials exceeds seventy-five (75) pounds per cubic yard.

**5. CHANGES.** Changes in level of service, schedule of charges, type or amount of equipment may be agreed to orally or in writing, by the parties. Oral changes shall be evidenced by the actions and practices of the parties. If customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

**6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unob-

structed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

**7. LIQUIDATED DAMAGES.** In the event Customer terminates the Agreement prior to the expiration of any term for any reason other than a default by Company Customer shall pay the Company 60% of the current monthly rate multiplied by the amount of months remaining on the term, plus any attorney fee's which the Company should incur to enforce this Agreement. In the event of a breach of this Agreement by Company the Customer will be entitled to reasonable attorney's fees plus any applicable attorney costs they may incur. Customer acknowledges that the actual damage to the Company in the event of breach is difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the Agreement. Customer shall pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility.

**8. INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Material's, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

**9. RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company has the right of first refusal.

**10. CLAIMS AND ARBITRATION.** Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to the Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as a part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. *In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.* Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, to exclude it from this Agreement) by sending a written notice to Company by certified mail to WastePro USA, Inc., 2101 West SR 434, Suite 315, Attention Corporate Counsel, Longwood, FL 32779 stating that Customer wishes to opt out of this arbitration provision.

**11. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events: (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

Customer Initials





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Swann Insurance Agency Inc 105 1/2 N. Jefferson St Perry, FL 32347	<b>CONTACT NAME:</b> Leslie Anderson <b>PHONE (A/C, No, Ext):</b> 850-584-5800 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> swanninsurance@fairpoint.net <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Kinsale Insurance Company <b>INSURER B:</b> Kinsale Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> 3 Ponds LLC- DBA Iron Horse Mud Ranch 8999 US Highway 19 South Perry, FL 32348	<b>NAIC #</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		0100158707-0	07/30/2021	07/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000  COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0100130527-1	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000  PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Taylor County Board of County Commissioners 201 East Green St Perry, FL 32347	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE (A313647)
--	---

F.W. Murray & Son's Sanitation, LLC  
P.O. Box 1328  
Perry, Florida 32348

April 28, 2021

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: March 3, 2022 – March 6, 2022.

If you have any questions, feel free to contact me directly.

Sincerely,  
F.W. Murray  
Owner





# Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348


(850) 838-3522

Fax (850)838-3524

11/1/2021

To Whom It May Concern;

Taylor County Fire Rescue will provide the Iron Horse Mud Ranch a dedicated two person fire crew with fire apparatus on Thursday March 3<sup>rd</sup>, Friday March 4<sup>th</sup>, and Saturday March 5<sup>th</sup> from the hours of 07:00 AM to 10:00 PM to meet the needs for fire protection services. These hours may be extended subject to the any scheduled events or conditions of the day. This service will complement the event safety plan and staff with mobile fire extinguishers. On the closing day of October 21<sup>st</sup> fire protection provided by event staff with mobile fire extinguishers along with normal Taylor County Fire Rescue response.



Dan Cassel  
Fire Chief

"We Fight For Life"

### **Event Services Agreement**

This Event Services Agreement ("Agreement") is made and entered into as of and between ProTransport-1, LLC, a California limited liability company d/b/a PT-1 Holdings, LLC, PRN Ambulance, LLC, Century Ambulance Service, Inc. ATS Ambulance, LLC (collectively "AMBULANCE SERVICE") and Iron Horse Mud Ranch ("Event Sponsor") for medical transport, pre-transport and transport medical care for Iron Horse Mud Ranch ("Stand-by Event") to be provided at the locations and times listed below.

WHEREAS, Event Sponsor desires to have AMBULANCE SERVICE provide stand-by medical services at the following event(s) (hereinafter referred to as the "Event" or Stand-by Event").

Event Name: Iron Horse Mud Ranch  
Location: 8999 US Highway 19 S  
Perry, FL 32348  
Date(s): 3/4/2021-3/7/2021, 10/14/2021-10/17/2021  
2022 Dates TBD

WHEREAS, AMBULANCE SERVICE is licensed to provide ambulance and medical services, and is able and willing to provide stand-by emergency medical services for Event Sponsor at the events identified above under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

#### **DUTIES OF AMBULANCE SERVICE**

1. **Services.** AMBULANCE SERVICE shall furnish medical services and ambulance transportation and transport related medical care for the participants in the event, in accordance with applicable federal, state and local rules and regulations, and as agreed to by the parties. AMBULANCE SERVICE shall perform the work described herein and shall furnish all labor, equipment and materials required to perform the services contemplated under this Agreement.
2. **Scope.** This Agreement is applicable to the provision of ambulance coverage at the Event(s), as defined in this Agreement.
3. **Assigned Resources.** For event day services, the standard assignment of personnel for the event shall include:

##### **a. One ALS Ambulance**

Additional personnel, ambulances or equipment with their related costs may be assigned to an Event, and charged to the Event Sponsor, depending upon need and by mutual agreement of the parties.

#### **DUTIES OF EVENT SPONSOR**

4. **Designate Point of Contact Person.** Event Sponsor will designate a "Point of Contact Person" who will have a radio or other means to contact AMBULANCE SERVICE in the event of an emergency, or to request Performance Services.
5. **Duties of Point of Contact.** The Point of Contact will take all 911 calls and contact AMBULANCE SERVICE to dispatch AMBULANCE SERVICE crew to scene. It is the Point of Contact's responsibility to contact AMBULANCE SERVICE with all locations.
6. **Contact with 911 System.** It is the responsibility of the Event Sponsor to notify the local 911 dispatch system of the event and to give them the contact information of the event's 'Point of Contact.' It is the



duty of the Event Sponsor to follow the procedures of the 911 system and to coordinate with them.

7. **EMS Medical Plan.** Event Sponsor will file the EMS Medical Plan or other county or city required documents, if applicable, for event and will send a copy of the approved plan to [scheduling@centuryamb.com](mailto:scheduling@centuryamb.com).
8. **Independent Contractor.** AMBULANCE SERVICE acknowledges that it is, and shall at all times be, an independent contractor with respect to meeting AMBULANCE SERVICE responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between the parties. Neither party shall have nor exercise any control or direction over the methods by which the other shall perform the services required under this Agreement.

#### **COMPLIANCE AND LIABILITY**

9. **Compliance.** The parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations applicable to each. The parties agree to cooperate with each other as necessary and appropriate to further the purpose and intent of this Agreement.
10. **Mutual Indemnification.** With respect to the Stand-by Event, the Parties agree to defend, indemnify, and hold one another, their directors, trustees, officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party.
11. **Definition of Liability of Parties.** AMBULANCE SERVICE will be liable for all damages ensuing from patient care delivered by its employees up to and including transportation of injured parties in its care. Event Sponsor is liable for any and all damages stemming from the organization of the event up to and including the coordination of patient care.
12. **Confidential Information.** During the term of this Agreement, both parties will have access to and become acquainted with confidential information of the other party, including that relating to plans, operational and business practices and procedures, business techniques/methods, strategic plans, operations and related matters. All such materials are the property of the disclosing party and all such materials shall be considered proprietary. Neither party shall disclose, without the other party's written consent, to any person or entity, directly or indirectly, either during the term of this Agreement or any time thereafter, any such data of the other party except in the course of furtherance of this Agreement.
13. **Dispute Resolution.** In the event a dispute arises between the parties arising out of, or related to, the validity, interpretation, enforcement or performance of this Agreement, the matter shall be submitted to binding arbitration in accordance with the Commercial Rules of Judicial Arbitration and Mediation Services, Inc. (JAMS). The decision of the arbitrator shall be binding and fully enforceable in any court having jurisdiction over the parties. The arbitrator shall not have the authority to award punitive or exemplary damages but shall have the authority to award attorneys' fees and costs to the prevailing party. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, or otherwise.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, oral or written, between the parties and constitutes the entire agreement with respect to the subject matter hereof.
15. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
16. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified, registered or other traceable mail, postage prepaid, or (c) national



overnight delivery service to the address specified by such party set forth below.

If notice is given to AMBULANCE SERVICE, it shall be at the following address:

Matthew Johnson  
General Manager  
Century Ambulance Service, Inc  
2110 Herschel St  
Jacksonville, FL 32204

If notice is given to Event Sponsor it shall be at the following address:

Iron Horse Mud Ranch  
Todd Larson  
Kari Larson  
karilarson24@gmail.com  
8999 US Highway 19 S  
Perry FL 32348

**17. Notifications.** Each party shall notify the other in writing within seventy-two (72) hours after the occurrence of any one or more of the following events if related to services provided under this Agreement:

- a. Either party is served with a legal complaint, or named as a defendant or otherwise becomes the subject of any suit, action or other legal proceeding arising out of provision of service under this Agreement;
- b. Either party ceases to be a corporation validly existing, in good standing and authorized to do business, or
- c. Any act or event occurring that has a material adverse effect on either party's ability to carry out the terms and conditions of this Agreement.

**18. Force Majeure.** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from any act of God, action of any governmental authority, war, terrorism, riot, revolution, explosion, sabotage, nuclear incident, natural disaster, inclement weather, lightning, earthquake, fire, flood, storm, sinkhole, epidemic, pandemic, vandalism, strike or other work interruption or any similar or dissimilar cause beyond the reasonable control of either Party. Should such a Force Majeure event occur, both Parties shall make all reasonable and good faith efforts to perform their obligations in as timely a manner as possible under the circumstances.

**19. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

**20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**21. Fees, Billing and Payment.** The Stand-by Event provided under this Agreement will be billed for and be due one week prior to the events listed herein. For the convenience of the parties the amounts and due dates are listed in Attachment A. A finance charge of 1.5% per month (18% APR) may be assessed on outstanding balances..

The Event Sponsor is responsible only for the cost of stand-by medical services at the Event and do not have financial responsibility for the costs of medical transport, except as required by law or if the Event Sponsor elects to accept financial responsibility. AMBULANCE SERVICE shall bill patient, patient's insurance carrier, health plan, or State, federal, or local agencies in accordance with federal, state, and local laws and regulations for any transport or transport related medical services.

**22. Compensation.** AMBULANCE SERVICE will be compensated for the services at \$156.00 per hour

non-defaulting party's giving of written notice of default, specifying the nature of the alleged default or breach and the desired remedy, the non-defaulting party may give notice of termination and the Agreement shall be terminated.

**25. Assignment, Rights and Obligations.** The rights and obligations of each party under this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights and obligations under this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld. In the event of any permitted assignment or subcontracting, the assignor or contractor shall remain fully liable hereunder as if such assignment or subcontract did not occur. Any merger, acquisition, consolidation, or the reorganization of either party and/or their respective affiliates shall not constitute an assignment of the Agreement.

**26. Confidentiality of Agreement.** Neither party shall disclose any of the terms of this Agreement to any third party, except as required by law, without the prior written consent of the other party.

**27. Protected Health Information ("PHI").** Both parties agree to keep confidential all individually identifiable protected health information as prescribed under federal law and to not disclose such information to any third party, except where permitted or required by law.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the day and year written below through the signatures of their respective duly-authorized officers who attest to their right to bind their respective parties to this agreement.

Matthew Johnson/ Century Ambulance Service, Inc Kari Larson/ Iron Horse Mud Ranch

By: \_\_\_\_\_  
Print Name: Matthew Johnson

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

## Legals 1-5-22

### NOTICE OF PUBLIC HEARING

PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES  
(ORDINANCE NO. 2001-12)

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, January 18, 2022 at 9:00 a.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 3rd – March 6th, 2022 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and 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.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

To Whom It May Concern:

Taylor County Board of County Commissioners would like to recommend that Heather Jensen be appointed by the Florida Department of Agriculture and Consumer Services as the Mosquito Control Director for Taylor County.

Enclosed is Ms. Jensen's resume and educational certifications. We feel that she will fit this position well due to her five years of experience in the Mosquito Control department, valid Public Health Pest Control license and the ability to obtain the Director's Certification.

Sincerely,

A handwritten signature in black ink that reads "Thomas Demps". The signature is stylized with a large, looped "T" and a cursive "Demps".

Thomas Demps  
Chairperson





# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

January 17th, 2019

Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
tcbcc@taylorcountygov.com

## Economic Development

### Ad Valorem Property Tax Exemption Application

Dear Board Members,

Super-Pufft Snacks USA, Inc. has submitted an application for an Economic Development Ad Valorem Property Tax Exemption, form DR-418, to the Taylor County Development Authority, dated January 7th, 2019 and attached hereto, requesting abatement of Ad Valorem Taxes related to certain tangible personal property in Taylor County. TCDA has reviewed the application and found that it is complete, and that Super-Pufft Snacks USA, Inc. is eligible for the requested exemption.

The economic impact of said exemption, if granted as requested by Super-Pufft Snacks USA, Inc., is as follows:

<b>Full time jobs added:</b>	<b>100</b>
<b>Part time jobs added:</b>	<b>0</b>
<b>Temporary jobs added:</b>	<b>Unknown</b>

#### Increase in annual tax revenue before exemption applied:

**\$383,000.00 in year one, decreasing after that due to depreciation of the taxable asset, and being \$133,000.00 in year 10.**

#### Estimated annual tax exemption amount:

**\$383,000.00 in year one, decreasing after that due to depreciation of the taxable asset, and being \$133,000.00 in year 10.**

<b>Net increase in annual tax revenue after exemption applied:</b>	<b>\$0.00</b>
--	---------------

TAYLOR COUNTY DEVELOPMENT AUTHORITY


103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850.584.5627

<b>Duration of tax abatement in years:</b>	<b>10</b>
<b>Increase in tax revenue over tax exemption period, before exemption applied:</b>	<b>\$2,613,000.00</b>
<b>Increase in tax revenue over tax exemption period, after exemption applied:</b>	<b>\$0.00</b>
<b>Total tax savings to applicant over tax exemption period:</b>	<b>\$2,613,000.00</b>

The TCDA Board hereby finds that the above mentioned applicant meets the criteria as set forth by the Board of County Commissioners, and asks that the County Commission take the following action:

1. Pass an ordinance granting a tax exemption of (an amount of up to 100%) for a period of (up to 10 years), if deemed appropriate in the discretion of the Board of County Commissioners.

The TCDA appreciates the opportunity to assist the County Commission in this matter, and looks forward to continued economic development success to come.



Alan Dodimead  
Chairman  
Taylor County Development Authority



# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

## Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: Super-Pufft Snacks USA, Inc

Address: 700 Lance Dr W

Perry, FL 32348

Phone: 786-239-2533

Fax: \_\_\_\_\_

Contact Person: Mahmoud Armouch

**Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):**

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

*(Attach additional pages and documents as you deem necessary)*



facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

- ☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- ☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

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**Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.**

The name and location of the new business or the expansion of an existing business is:

700 Lance Dr W

Perry, FL 32348

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

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

Improvement to existing facility & construction of new facility

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



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The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

Purchase of new manufacturing equipment. Purchases are proposed to start sometime in 2019 and continue until proposed project is completed.

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The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

Attached map showing facility is located within an area that was designated as an enterprise zone as of 12/31/2015.

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TCDA can also validate zone boundary.

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The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

If project proceeds, applicant would expect to increase net employment by at least 100 full time jobs over the next 5 years.

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Average wage will be in excess of \$30,000 per year.

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The expected time schedule for job creation is:

Jobs would be created over a five year period, starting in 2019/2020  
and continuing until completed.

The anticipated number of employees of the business is:

The business would anticipate total employment of over 150 FTE

The expected numbers of employees of the business who will reside in Taylor County is:

The business anticipates that over 90% if the employees would reside  
within Taylor County

The average wage of the employees of the business is or will be:

The average wage of the business would be in excess of 30,000



The type of industry or business is or will be:

The business is a manufacturer of snack products

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The environmental impact of the business is or is expected to be:

Waste Water Treatment Current Permit with DACS is in force.

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No anticipated would require increased or further environmental permitting

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The anticipated volume of business or production is:

Production would increase to approximately 16,000 lbs per hour

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Would relocation or expansion of the business occur or have occurred without the exemption?

Expansion is dependent on approval of a combination of local, state, and federal incentives, including the exemption. Lack of exemption would

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greatly affect decision and could jeopardize the project

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Is (or will it be) the business located within an enterprise zone or redevelopment area?

The business is currently located within an enterprise zone and the proposed expansion would take place on the same parcel of land

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What is the cost and demand for services or product produced by the business?

Average cost per unit is \$.80 and demand for product is strong due to the increased prominence of private label snacks in retail environments.

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What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

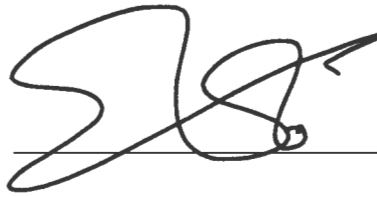
While most raw materials are not available within the county, other supplies that are available will be sourced from local suppliers when possible.

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For any construction, local resources will be encourages to bid on the project and, when feasible, will be given preference.

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



Printed Name: Mahmoud Armouch

On behalf of: Super-Pufft Snacks USA, Inc

Date: 12/09/2018

#### **CERTIFICATION**

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

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

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



MALCOLM PAGE  
District 1

JIM MOODY  
District 2

SEAN MURPHY  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3508 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3601 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### Annual Status Report for Economic Ad Valorem

#### Tax Exemption Programs

Business Name /DBA: Super-Pufft Snacks USA

Address : 700 W. Super-Pufft Street, Perry, FL 32348

Phone: 850-371-5364

Contact Person: President - Mahmoud Amrouch

Please list all improvements to real property for which the ad valorem tax exemption was granted and when the construction of improvements and/or purchases of tangible personal property was completed:

The tax exemption for this year provided for and assisted in building a new warehouse on site that will be used in addition to the off-site warehouse. It also assisted in the finalization of a new production line for making a salty snack that was not previously made in the facility. These additions had greatly impacted the need for additional employees to assist with production on the new snack line and in the warehouse. The new snack line is completed and producing snacks around the clock. The warehouse is still being constructed, however, will be completed in several weeks and will be utilized for additional storage of the snacks from all lines. The warehouse and new line have greatly impacted Super-Pufft's ability to secure long-term contracts with prominent snack companies to ensure that Super-Pufft continues to grow it's business, thus continuing to provide economic growth to our county, and it's citizens.

What is the number of jobs created for the tax exemption granted? Please complete and attach Appendix A:

Approximately 160 jobs with more anticipated.

What is the total number of employees for company and what percentage of these employees reside in Taylor County ?

Currently we employee approximately 220 people, of which approximately 70% live locally.

What is the type of industry or business ? :

Manufacturing and production of food product.

What is the environmental impact of this business ?:

Small impact due to procedures in place to clean air, and we have waste water treatment on site.

What is the actual volume of business or production ? :

Approximately 50,000,000 pounds of salty snacks produced annually.

What is the source of supplies of the business and are other business within Taylor County used to meet the supply demands of the business ?:

Multiple businesses and vendors in Taylor County are used to assist in the manufacturing and production of our salty snacks. Businesses are used for supplies, parts, and even fuel. Some of the business include Wal-Mart, Gulf Coast Plumbing, Ware-Oil, Ragan's Ace Hardware, Fastenal, Florida Drug Screening, Cashway, Studstill's, Perry Auto Supply, and Air-Gas.

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



Printed Name : Lin Gray

On behalf of : Mahmoud Amrouch

Date: 01/04/2022

**APPENDIX A**

Please list all full time positions that were added and are currently filled by the economic incentive project.

Job Title	# of Positions	Date Position Created	Annual Salary per Job	Annualized Average Value of Benefits per Job	Benefits Included
PMO – Packaging Machine Operator	24	07/2019	\$31000	\$4500	Y
Seasoner	18	07/2019	\$27000	\$4300	Y
Movers/Scanners	8	07/2019	\$27000	\$4300	Y
Production Supervisors	6	07/2019	\$70000	\$8000	Y
Maintenance	10	07/2019	\$40000	\$4900	Y
Maintenance Supervisor	1	07/2019	\$90000	\$10000	Y



Job Title	# of Positions	Date Position Created	Annual Salary per Job	Annualized Average Value of Benefits per Job	Benefits Included
Maintenance Director	1	07/2019	\$120000	\$4500	Y
Cooks	20	07/2019	\$33000	\$4500	Y
Hastamat Operators	8	07/2019	\$29000	\$4400	Y
Can Makers	12	07/2019	\$31000	\$4500	Y
Packaging Operators	28	07/2019	\$25000	\$4300	Y
Quality Assurance	16	07/2019	\$27000	\$4300	Y
Quality Lead	2	07/2019	\$37000	\$4700	Y
Shipping/Receiving	10	07/2019	\$30000	\$4500	Y

ORDINANCE NO. 2019-01

**AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO SUPER-PUFFT SNACKS USA, INC. CORPORATION OF THE STATE OF FLORIDA; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F.S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

**WHEREAS**, the citizens of Taylor County voted to authorize the Board of County Commissioners to provide economic incentives to new and/or expanding businesses in the November 2018 election; and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its improvement to its existing facility and construction of new facility and new manufacturing equipment, in Perry; and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of \$20,000,000 in capital investment at their Perry facility during the next two<sup>(6)</sup> years, and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of 100 quality jobs to be created at their Perry facility during the next five<sup>(6)</sup> years, and

**WHEREAS**, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F.S.; and

**WHEREAS**, It has been determined that SUPER-PUFFT SNACKS, USA, INC., meets the requirements of Chapter 196.016 F.S., expansion of an existing business in Taylor County.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:**

**SECTION 1.** The Ordinance shall create Ad Valorem Tax Exemption for SUPER-PUFFT SNACKS, USA, INC.

**SECTION 2.** An Economic Development Ad Valorem Tax Exemption is hereby granted to SUPER-PUFFT SNACKS, USA, INC., locating in Taylor County, at 700 Lance Drive West, Perry, Florida 32348.

(a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$9,729,240.00. \$ 6,505.00 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of 10 years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting 9 additional years thereafter, for 75% annually of the increase in taxes due to the existing facility and the construction of the new facility.

(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by Chapter 196.012, Florida Statutes.

(d) SUPER-PUFFT SNACKS, USA, INC., shall submit to the County an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which SUPER-PUFFT SNACKS, USA, INC., is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that SUPER-PUFFT SNACKS, USA, INC., no longer meets the criteria of Chapter F.S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption. The Board reserves the right to reduce the percentage of the exemption of SUPER-PUFFT SNACKS, USA, INC.

**SECTION 3. Severability.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. Effective Date.** This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

**PASSED AND ADOPTED** in regular session this 1st day of April, 2019.



ATTEST:

Annie Mae Murphy  
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: Pam Feagle  
PAM FEAGLE, Chairperson