# **CITY OF PAHOKEE**



# **AGENDA**

City Commission Regular Meeting Tuesday, May 27, 2025, at 6:00 PM

Pahokee Commission Chambers 360 East Main Street Pahokee, Florida 33476

#### **CITY COMMISSION:**

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Derrick Boldin
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

#### **CHARTER OFFICERS:**

Michael E. Jackson, City Manager Nylene Clarke, City Clerk Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

#### **AGENDA**

- A. CALL TO ORDER
- B. INVOCATION AND PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS
- E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS (agenda items only)

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- Proclamation Declaring the First Friday in June to be National Gun Violence Awareness Day
- Proclamations Recognizing Students for Earning a Level 5 on State Assessments (2023– 2024)

#### Pahokee Elementary IB World School:

Alijah Cunningham - ELA, Math & Science

Nelson Figueroa – ELA & Math

Cameron Hilton – ELA & Math

Samaria Howard – ELA & Math

Christian Howze – ELA & Math

Taylor Wells – ELA & Math

#### **K.E.** Cunningham / Canal Point Elementary:

Sara Cid – ELA & Math

Carter Hill - ELA & Math

Jerkevious Woods – ELA & Math

#### Pahokee Middle Senior High (IB World School):

Joshua Alvarez - ELA & Math

Randy Arredondo – ELA & Math

William Baltazar – Biology, ELA & Geometry EOC

Xyllah Gibson – ELA & Math

Alfonso Orozco – ELA, Math & Civics

Kate Paniagua – ELA, Geometry & Civics

David Roa – ELA & U.S. History

Brandon Watson – ELA & Math

#### F. CONSENT AGENDA

- 1. May 13, 2025 City Commission Meeting Minutes
- **G. OLD BUSINESS** (discussion of existing activities or previously held events, if any)
  - 1. Update City Projects
  - 2. Follow-Up Discussion on Resolution 2025-29 Independence Day Fireworks Display

#### H. PUBLIC HEARINGS AND/OR ORDINANCES

- I. RESOLUTION(S)
- **J. NEW BUSINESS** (presentation by city manager of activity or upcoming event, if any)
  - Discussion and direction for a Parks and Recreation Advisory Board Meeting by June 24, 2025 - Commissioner McPherson
  - Discussion and direction for cancellation of July 8, 2025 City Commission Meeting City Commission Summer Recess (To bring back to June 10th Meeting if conceptually agreed upon)
- K. REPORT OF THE MAYOR
- L. REPORT OF THE CITY MANAGER
  - 1. Update on request for HCT Certified Public Accountants and Consultants LLC to provide audit(s) update
- M. REPORT OF THE CITY ATTORNEY
- N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
- **O. GENERAL PUBLIC COMMENTS** (items not on the agenda)
- P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (community events, feel good announcements, if any)
- O. ADJOURN

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the "Request for Appearance and Comment" form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will 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. (Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Pahokee to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, every day, 125 people in the United States are killed by gun violence and more than 260 are shot and wounded, with an average of more than 19,000 gun homicides every year; and

WHEREAS, people in the United States are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Florida has 3,108 gun deaths every year, with a rate of 13.7 deaths per 100,000 people, a crisis that costs the state \$40.3 billion each year, of which \$87.5 million is paid by taxpayers. Florida has the 33rd highest rate of gun deaths in the U.S.; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all gun homicides in the nation occurring in 42 cities; and

WHEREAS, cities across the nation, including in Pahokee, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

WHEREAS, mayors, councilmembers, and law enforcement officers — in partnership with local violence intervention activists and resources — know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as we see gun violence continue to impact communities across the country;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 6, 2025, to recognize what would have been the 28th birthday of Hadiya Pendleton (born June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to:

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange. They chose this color because hunters wear orange to announce themselves to other hunters in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 6, 2025 — the first Friday in June — to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 6, 2025, people across the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and to encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby declare Friday, June 6, 2025, as "National Gun Violence Awareness Day" in the City of Pahokee, and urge all citizens support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Balb, Jr.
Mayor Keith W. Bahb, Ir.

Derrick Baldin
Commissioner Derrick Boldin

Sanquetta Coman-Williams
Vice Mayor Sanquetta Cowan-Williams

Eacrett D. M. Phersan, Sr.
Commissioner Everett D. McPherson, Sr

James H. Scott

Commissioner James H. Scott

WHEREAS, Alijah Cunningham attended Pahokee Elementary IB World School in Pahokee, Florida, for the 2023-2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA, Math and Science; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Alijah Cunningham for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Ball, gr.

Mayor Keith W. Babb, Jr.

Derrick Beldin Commissioner Derrick Boldin Sanguetta Coman-Williams

Vice Mayor Sanguetta Cowan-Williams

Exerct D. M. Phersen, S.

Commissioner Everett D. McPherson, Sr

Games H. Seatt Commissioner James H. Scott

WHEREAS, Nelson Figueroa attended Pahokee Elementary IB World School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Nelson Figueroa for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanguetta Canan-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Baldin

Commissioner Derrick Boldin

Enerett D. Ma Phersan, Sn.

Commissioner Everett D. McPherson, Sr

Commissioner James H. Scott

James H. Seatt

**WHEREAS**, Cameron Hilton attended Pahokee Elementary IB World School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Cameron Hilton for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Derrick Baldin
Commissioner Derrick Boldin

Sanguetta Canan-Williams

Vice Mayor Sanquetta Cowan-Williams

Exerctt D. Mc Pherson, Sn.

Commissioner Everett D. McPherson, Sr

Games H. Seatt

Commissioner James H. Scott

**WHEREAS**, Samaria Howard attended Pahokee Elementary IB World School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, she has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through her commitment and perseverance she earned a level 5 in ELA and Math; and,

WHEREAS, she is an inspiration to her peers and the community; and,

WHEREAS, we are proud to acknowledge her accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Samaria Howard for her superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanguetta Canan-Williams

Vice Mayor Sanguetta Cowan-Williams

Derrick Bellin
Commissioner Derrick Boldin

Exercit D. M. Phersan, Sh.
Commissioner Everett D. McPherson, Sr

James H. Seatt

**WHEREAS**, Christian Howze attended Pahokee Elementary IB World School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Christian Howze for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.
Mayor Keith W. Babb, Jr.

Sanguetta Caman-Williams
Vice Mayor Sanquetta Cowan-Williams

Derrick Baldin

Excrett D. Mc Pherson, Sr.

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr

Commissioner James H. Scott

James H. Seatt

**WHEREAS**, Taylor Wells attended Pahokee Elementary IB World School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, she has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through her commitment and perseverance she earned a level 5 in ELA and Math; and,

WHEREAS, she is an inspiration to her peers and the community; and,

WHEREAS, we are proud to acknowledge her accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Taylor Wells for her superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27<sup>th</sup> day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Vice Mayor Sanquetta Cowan-Williams

Sanguetta Caman-Williams

Derrick Baldin

Exerctt D. Mc Pherson, Sn.

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr

WHEREAS, Sara Cid attended K.E. Cunningham / Canal Point Elementary School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, she has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through her commitment and perseverance she earned a level 5 in ELA and Math; and,

WHEREAS, she is an inspiration to her peers and the community; and,

WHEREAS, we are proud to acknowledge her accomplishments.

**NOW**, **THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Sara Cid for her superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Ball, Gr.

Mayor Keith W. Babb, Jr.

Commissioner Derrick Boldin

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Sanquetta Cawan-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Baldin

Exercit D. M. Phersen, Sr.
Commissioner Everett D. McPherson, Sr

James H. Seatt

WHEREAS, Carter Hill attended K.E. Cunningham / Canal Point Elementary School in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Carter Hill for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanguetta Caman-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Baldin

Eacrett D. M. Phersan, Sn.

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr

Games H. Scott

Commissioner James H. Scott

WHEREAS, Jerkevious Woods attended K.E. Cunningham / Canal Point Elementary School in Pahokee, Florida, for the 2023-2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Jerkevious Woods for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, gr.

Mayor Keith W. Babb, Jr.

Sanguetta Cawan-Williams

Vice Mayor Sanguetta Cowan-Williams

Derrick Beldin

Commissioner Derrick Boldin

Exerct D. M. Pherson, S.

Commissioner Everett D. McPherson, Sr

James H. Seatt

WHEREAS, Joshua Alvarez attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023-2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Joshua Alvarez for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Ball, gr. Mayor Keith W. Babb, Jr.

Derrick Baldin Commissioner Derrick Boldin Sanguetta Caman-Williams

Vice Mayor Sanguetta Cowan-Williams

Exerct D. M. Pherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Seatt Commissioner James H. Scott

WHEREAS, Randy Arredondo attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023-2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Randy Arredondo for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, gr.

Mayor Keith W. Babb, Jr.

Derrick Baldin

Commissioner Derrick Boldin

Sanguetta Coman-Williams

Vice Mayor Sanguetta Cowan-Williams

Exerct D. M. Pherson, S.

Commissioner Everett D. McPherson, Sr

WHEREAS, William Baltazar attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023-2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in Biology, ELA and Geometry EOC; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor William Baltazar for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, gr.

Mayor Keith W. Babb, Jr.

Derrick Beldin Commissioner Derrick Boldin Sanguetta Cawan-Williams

Vice Mayor Sanquetta Cowan-Williams

Exerct D. M. Pherson, St.

Commissioner Everett D. McPherson, Sr

Games H. Seatt

WHEREAS, Xyllah Gibson attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, she has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through her commitment and perseverance she earned a level 5 in ELA and Math; and,

WHEREAS, she is an inspiration to her peers and the community; and,

WHEREAS, we are proud to acknowledge her accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Xyllah Gibson for her superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27<sup>th</sup> day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanguetta Cassan-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Beldin

Commissioner Derrick Boldin

Exerctt D. Mc Pherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Seatt

WHEREAS, Alfonso Orozco attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023-2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA, Math and Civics; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Alfonso Orozco for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Ball, gr.

Mayor Keith W. Babb, Jr.

Sanguetta Caman-Williams Vice Mayor Sanquetta Cowan-Williams

Derrick Beldin

Exerct D. M. Phersen, Si.

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr

James H. Seatt Commissioner James H. Scott

WHEREAS, Kate Paniagua attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, she has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through her commitment and perseverance she earned a level 5 in ELA, Geometry and Civics; and,

WHEREAS, she is an inspiration to her peers and the community; and,

WHEREAS, we are proud to acknowledge her accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Kate Paniagua for her superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanquetta Caman-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Beldin

Commissioner Derrick Boldin

Eacrett D. M. Pherson, St.

Commissioner Everett D. McPherson, Sr

James H. Seatt

**WHEREAS**, David Roa attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and U.S. History; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor David Roa for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanguetta Cawan-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Beldin

Exerct D. M. Pherson, Si.

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr

James H. Seatt

WHEREAS, Brandon Watson attended Pahokee Middle Senior High (IB World School) in Pahokee, Florida, for the 2023–2024 school year; and,

WHEREAS, he has demonstrated exceptional academic achievement through hard work and dedication; and,

WHEREAS, through his commitment and perseverance he earned a level 5 in ELA and Math; and,

WHEREAS, he is an inspiration to his peers and the community; and,

WHEREAS, we are proud to acknowledge his accomplishments.

**NOW, THEREFORE**, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby recognize and honor Brandon Watson for his superior academic achievements.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 27th day of May 2025.



 Keith W. Babb, Jr.
 Sanquetta Canan-Williams

 Mayor Keith W. Babb, Jr.
 Vice Mayor Sanquetta Cowan-Williams

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 Earnett D. Me Pherson, St.

 Commissioner Derrick Boldin
 Commissioner Everett D. McPherson, Sr

Games H. Seett

Commissioner James H. Scott

# **CITY OF PAHOKEE**



# **MINUTES**

City Commission Regular Meeting Tuesday, May 13, 2025, at 6:00 PM

Pahokee Commission Chambers 360 East Main Street Pahokee, Florida 33476

#### **CITY COMMISSION:**

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Derrick Boldin
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

#### **CHARTER OFFICERS:**

Michael E. Jackson, City Manager Nylene Clarke, City Clerk Burnadette Norris-Weeks, P.A., City Attorney

### **AGENDA**

#### A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:01 PM.

#### B. INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner McPherson led the Invocation, followed by the Pledge of Allegiance.

#### C. ROLL CALL

**PRESENT** 

Mayor Keith W. Babb, Jr.

Vice Mayor Sanquetta Cowan-Williams

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr.

Commissioner James H. Scott

Michael E. Jackson, City Manager

Burnadette Norris-Weeks, City Attorney

Nylene Clarke, City Clerk

# D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Motion made by Vice Mayor Cowan-Williams to accept the agenda. Duly seconded by Commissioner Boldin and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

# E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS (agenda items only)

- 1. Proclamation May 18-24, 2025 as National Public Works Week
- 2. Lutheran Services Florida Inc. Laura Conway, Director Procurement and Contracts
- 2nd Quarter FY 2024-2025 Financial Report Joseph R. Martin, Interim Director of Finance

Commissioner Scott moved to hold a workshop, which was duly seconded by Vice Mayor Cowan-Williams. Discussion ensued, and Commissioner Scott withdrew his motion.

#### F. CONSENT AGENDA

1. April 22, 2025 City Commission Meeting Minutes

Motion made by Commissioner McPherson to adopt the Consent Agenda. Duly seconded by Commissioner Boldin and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin,

Commissioner McPherson, Commissioner Scott

- **G. OLD BUSINESS** (discussion of existing activities or previously held events, if any)
  - 1. Update City Projects

#### H. PUBLIC HEARINGS AND/OR ORDINANCES

#### I. RESOLUTION(S)

1. RESOLUTION 2025-02 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE EXECUTION OF THE LEASE AGREEMENT ATTACHED HERETO AS

EXHIBIT "A", BETWEEN THE CITY OF PAHOKEE AND LUTHERAN SERVICES FLORIDA, INC. TO PROVIDE HEAD START SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner McPherson to accept Resolution 2025-02 with an amount of \$2,500. Duly seconded by Commissioner Boldin and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2025-26 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN CAREERSOURCE PALM BEACH COUNTY, INC. AND THE CITY OF PAHOKEE, AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to accept Resolution 2025-26. Duly seconded by Vice Mayor Cowan-Williams and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

3. RESOLUTION 2025-27 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner McPherson to accept Res 2025-27. Duly seconded by Commissioner Boldin and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

4. RESOLUTION 2025-28 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PIGGYBACKING THE CITY OF PALATKA, LOBBYING SERVICES REQUEST FOR QUALIFICATIONS NO. 2021-18; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED PIGGYBACK AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to accept Resolution 2025-28. Duly seconded by Vice Mayor Cowan-Williams and passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

5. RESOLUTION 2025-29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO SECURE A FIREWORKS VENDOR FOR THE CITY OF PAHOKEE'S JULY 4TH INDEPENDENCE DAY CELEBRATION FOR AN AMOUNT NOT TO EXCEED \$37,500.00; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. Motion made by Vice Mayor Cowan-Williams "that the City Manager provide the Commission with three (3) quotes in writing to determine whether we are going to have the fireworks or not. It comes back at the next meeting for approval based on

the three (3) quotes that we get". Duly seconded by Commissioner McPherson and passed 4-1.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner McPherson, Commissioner Scott

Voting Nay: Commissioner Boldin

- **J. NEW BUSINESS** (presentation by city manager of activity or upcoming event, if any)
- K. REPORT OF THE MAYOR
- L. REPORT OF THE CITY MANAGER
- M. REPORT OF THE CITY ATTORNEY
- N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Motion made by Vice Mayor Cowan-Williams that the evaluation tool for the City Manager and City Clerk be on the June 10, 2025 agenda. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner McPherson to discuss the audit findings and the corrective action plans at a workshop on June 10, 2025 at 5:00 PM. Duly seconded by Vice Mayor Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner McPherson to request that the auditor be present at the May 27th Meeting to give an update on the previous audit and the current audit. Duly seconded by Commissioner Scott and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner McPherson to direct the Parks and Recreation Advisory Board to have a meeting by June 24th, and it will be placed on the May 27th agenda. Duly seconded by Commissioner Boldin and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

- **O. GENERAL PUBLIC COMMENTS** (items not on the agenda)
- P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (community events, feel good announcements, if any)
- Q. ADJOURN

Motion made by Vice Mayor Cowan-Williams to adjourn the meeting. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:51 PM.

Mayor Keith W. Babb, Jr.



#### **AGENDA**

#### **MEMORANDUM**

TO: Honorable Mayor and City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Manager

SUBJECT: Follow-Up Discussion on Resolution 2025-29 – Independence Day

Fireworks Display

DATE: May 21, 2025

#### **GENERAL SUMMARY/BACKGROUND:**

At the May 13, 2025 City Commission Meeting, Proposed Resolution 2025-29 was introduced to authorize the City Manager to secure a fireworks vendor for the City of Pahokee's July 4th Independence Day Celebration for an amount not to exceed \$37,500.00. At that time, Explosive Touch Enterprises was the only vendor to submit a quote and express willingness to provide services. However, no motion was made to approve or reject the proposed resolution, and it died for lack of a motion.

Through a subsequent motion, passed by a 4-1 majority, the City Commission directed the City Manager to obtain three (3) written quotes for fireworks services and return to the Commission for further consideration at the next meeting.

Despite diligent efforts, the City Manager was initially unable to secure additional quotes due to vendor unavailability. On May 14, 2025, Explosive Touch Enterprises formally withdrew their original proposal in response to the Commission's direction. However, between May 14–20, 2025, further communication with the vendor resulted in a revised proposal for a July 5, 2025 fireworks display at an all-inclusive cost of \$30,000.00.

Additionally, on May 19, 2025, the City Manager received a new proposal from Pyrotecnico, one of the vendors originally contacted prior to the May 13<sup>th</sup> meeting. While Pyrotecnico was initially unavailable for a July 4 event, they have since confirmed availability for a fireworks display to be held between June 27–29, 2025, and submitted a formal proposal for Commission consideration.

Both proposals fall within the originally discussed budget threshold and are provided for the Commission's consideration in response to the motion made on May 13, 2025.

#### **BUDGET IMPACT:**

There is currently no active contract or expenditure related to the 2025 Independence Day Fireworks Display. Both newly submitted proposals fall within the proposed budget of \$37,500.00. Any decision to proceed will require formal Commission approval and allocation of funds in accordance with procurement procedures.

## **LEGAL NOTE:**

Defer to the City Attorney.

## **STAFF RECOMMENDATION:**

Staff request formal direction from the City Commission regarding how to proceed with the 2025 Independence Day Fireworks Display.

## **ATTACHMENTS**:

Alternate Proposal from Explosive Touch Enterprises Proposal from Pyrotecnico (June 27–29, 2025)



# PROFESSIONAL FIREWORKS DISPLAY

# SERVICE CONTRACT

Contract #:	25-0033
Sponsor:	City of Pahokee
· Contact/Client:	Michael Jackson
Date of Display:	7/5/2025
Location:	Pahokee Marina @ 190 N. Lake Pahokee, FL
Time:	Appx 9:00PM
Duration:	20-22 Minutes
Show Price:	\$30,000.00 All-Inclusive
Deposit Required:	\$15,000.00
Other details:	Company will secure all permits
Oniei details.	

scope of Work:

utilizing high quality 1.3G Fireworks. Display will be 100% electronically fired and will include 3 segments: Opener, Body & Grand Finale.

Company will secure ALL permits required for display.

\*Balance Payment of \$16,500.00 to be handed to shooter after conclusion of the display!

Shells to be Included: 1-1.5": 1,000; 2.5": 120; 3": 480; 4": 180; 5": 50

Initials

Section G. Item 2.



We the undersigned, being interested in a fireworks display for  $\underline{\text{July 5th, } 2025}$  agree to pay a total price of \$\( \frac{30,000.00}{\text{for the display agreed upon, and the display will be produced by Explosive Touch Enterprises, LLC.

#### **TERMS AND CONDITIONS:**

The undersigned, intending to be legally bound, agree as follows:

- 1. Sponsor to make a deposit payment of 50% of the contract price upon signing of contract. If the display is being contracted within 30 days of display date, deposit payment is due immediately to ensure enough time to acquire permits. PERMITS WILL NOT BESECURED FOR THIS EVENT WITHOUT DEPOSIT PAYMENT BEING RECEIVED. Balance Payment due 14 days prior.
- 2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1.5% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Explosive Touch Enterprises, LLC. reasonable attorney fees and court costs in the event Explosive Touch Enterprises, LLC. shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
- 3. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Explosive Touch Enterprises, LLC advises that it is no longer required. Explosive Touch Enterprises, LLC is not responsible for clean-up of extended range debris for land-based shows other than c ompany equipment, supplies and packing materials. A land based fireworks display will produce an extended range debris field depending on wind speed. Sponsor shall be responsible for the clean-up of any such debris.
- 4. If event is over the water, Explosive Touch Enterprises, LLC will be responsible for marine event permit, and for the control of safety zone.
- Explosive Touch Enterprises, LLC reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
- 6. Explosive Touch Enterprises, LLC will obtain and furnish at its expense all a pplicable licenses, permits and a minimum of \$1,000,000.00 liability insurance for your electronically fired display. Explosive Touch Enterprises, LLC. will obtain all necessary government approvals for the display.
- 7. In accordance with local regulations and ordinances, fireworks displays shall not take place later than 10:30pm unless approval is obtained from the governing authority. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
- 8. Sponsor holds Harmless Explosive Touch Enterprises, LLC from any claims that do not directly relate to damages produced by Explosive Touch Enterprises, LLC's staff, equipment or pyrotechnic material. The Sponsors agree to give Explosive Touch Enterprises, LLC prompt notice of any claims or demands and to cooperate with Explosive Touch Enterprises, LLC or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The Sponsors agree to indemnify, and hold Explosive Touch Enterprises, LLC. harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this contract except for liability which is due solely to negligence on the part of Explosive Touch Enterprises, LLC. or its staff or equipment or pyrotechnic material provided by Explosive Touch Enterprises, LLC. or its staff.
- CREDITS: As a material inducement to Explosive Touch Enterprises, LLC. agreeing to enter into this
  agreement, Sponsor shall give Explosive Touch Enterprises, LLC. program credit as sole fireworks
  supplier and producer in all press releases, advertising and any other program announcements, printed or
  otherwise.

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- 10. If show is canceled due to actions unrelated to the actions or inactions of Explosive Touch Enterp Section G, Item 2. LLC or its staff, equipment or pyrotechnic material, sponsor is responsible for any permit, fire watern or barge/tug fees, if applicable. Additionally, if the aforementioned cancellation occurs, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged, unless the stoppage is due to the actions of Explosive Touch Enterprises, LLC or its staff or due to problems with the equipment or pyrotechnic material of, or provided by Explosive Touch Enterprises, LLC or its staff, in which case Explosive Touch Enterprises, LLC shall be in default under this agreement.
- 11. If wind exceeds 20mph, fireworks display will be postponed to an agreed date between sponsor and **Explosive Touch Enterprises, LLC.**
- 12. Inclement Weather: Explosive Touch Enterprises, LLC. will make every attempt to execute all fireworks displays as scheduled. Explosive Touch Enterprises, LLC, reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsors shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget.
- 13. Rain Date policy is as follows: Postponement time is 11:59am on the day of display.
- 14. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Inclement Weather Date set forth by Sponsor.
- 15. In the event a reschedule occurs and is unrelated to the actions or inactions of Explosive Touch Enterprises, LLC or its staff, and additional fees are incurred by Explosive Touch Enterprises, LLC such as permitting, fire watch, police, barge, etc, Sponsor will be responsible for these fees as they are automatically charged to us.
- 16. Sponsor agrees to notify Explosive Touch Enterprises, LLC of any unknown changes of said fireworks display such as change of venue, change of time or any other unknown change a minimum of 14 days prior to display date. If for any reason an unknown change does not allow for the setup and execution of fireworks display, sponsor is responsible for 50% deposit.
- 17. Client agrees to provide Explosive Touch Enterprises, LLC with an adequate firing area that is necessary to produce a safe fireworks program. If for any reason on the day of display the firing area is considered unsafe (Ex: Flooding/Standing water is present, muddy terrain or other hazards) to execute the fireworks display, Sponsor is still liable for 50% of Show Budget.
- 18. If Sponsor has accepted a pre-payment discount offer at signing of contract, sponsor understands that if for any reason sponsor cancels fireworks display, that 50% of the pre-payment amount is forfeited.
- 19. Marketing: Explosive Touch Enterprises, LLC may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup site and the fireworks display. For private displays, Explosive Touch Enterprises, LLC will seek approval from Sponsors before making such invitations. In return for marketing privileges, Explosive Touch Enterprises may donate products and services to enhance the display.
- 20. Force Majeure: Explosive Touch Enterprises, LLC will take all reasonable steps to complete its obligations under this contract. However, Explosive Touch Enterprises, LLC shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.
- 21. Default: If Sponsor fails to timely perform any of its obligations under this Agreement, Sponsor shall be in default and Explosive Touch Enterprises, LLC shall be entitled to pursue all remedies available under Florida law or equity. However, not-withstanding the foregoing, if the display is canceled by Sponsor due to acts of force majeure referenced in Paragraph 20 above, or any other reason unrelated to the actions or inactions of Explosive Touch Enterprises, LLC, or its staff or due to the equipment or pyrotechnic material of or provided by Explosive Touch Enterprises, LLC or its staff, Explosive Touch Enterprises, LLC. shall be entitled to retain the 50% deposit as its liquidated damages due to the difficulty of determining Explosive Touch Enterprises, LLC. damages arising from such a cancellation. If Explosive Touch Enterprises, LLC fails to timely perform any of its obligations under this agreement Explosive Touch Enterprises, LLC shall be in default and Sponsor shall be entitled to withhold any future payment due hereunder and pursue all remedies available to Sponsor under Florida law or equity.
- 22. Terms & Conditions: This agreement shall be governed by and construed in accordance with the laws of the state of Florida. This agreement is non-binding irrespective of endorsement until the 50% deposit has been satisfied and notice presented by Explosive Touch Enterprises, LLC.
- 23. Venue Guarantee: Sponsor agrees to forfeiture of the 50% deposit and all other incurred fees In the event the venue does not make proper arrangements and display must be canceled. Any required changes, moves or special instructions for display site will be provided in written format at time of permitting. This would include but not limited to moving boats, yachts, vehicles or other necessary items in the fallout zone. Initials

24. <u>Important Note:</u> Items listed for this fireworks display require a firing area that conforms to NFPA which states that there must be at least 70 feet per inch of shell diameter between firing site and a spectators, cars or buildings.

Section G. Item 2.

- 25. <u>Disputes:</u> The prevailing party in any legal dispute between the parties to this agreement shall be entitled to recover its reasonable attorney's fees, expert witness fees and court and litigation costs relating to the dispute, including appellate proceedings.
- 26. <u>Additional Insureds</u>: It is agreed that Explosive Touch Enterprises, LLC. will provide additional insured status to the persons, entity and/or entities required as a condition of performing the aforementioned pyrotechnics display.



#### **Display Coordination Contact (DCC)**

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display:

Name:		
Title:		 
Work Phone:		 
Cell Phone:		 
E-mail Address	:	

NOTE 1: The DCC information provided above is transferred to the Shooter in Charge (SIC) for the day of display. Please make sure that all information provided is accurate and correct so that there are no setbacks or communication errors for successful operations.

NOTE 2: Golf Courses, Hotels & Any other venues with Automatic Sprinkler systems, please make sure to notify your operational or maintenance staff to deactivate outdoor sprinkler systems in the immediate area of the display site.

Initial
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Section G, Item 2.



Explosive Touch Enterprises, LLC. upon acceptance of this contract in writing, agrees to fulfill the

Date
Sponsor or Client Name
Sponsor or Client Title
Signature

Explosive Touch Enterprises, LLC.
Display Company

President/Owner
Title
Signature
Signature

Please e-mail signed contract to <u>info@explosivetouch.com</u> and make payment of \$15,000.00 to officially bind this contract for your fireworks display.

Thank you for choosing



to produce your fireworks spectacular!

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# Agenda

 01
 About Us
 05
 Pricing

 02
 Core Values
 06
 License/Insurance/Policy

 03
 The Work
 07
 Lets Colaborate

 04
 Capabilities

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# Our Story

01



02



03



# Development of the Craft

A man from a small town in Italy, Constantino Vitale, had the unique talent of building fireworks. He brought his craft to the United States and set up shop in New Castle, Pennsylvania.

### Fireworks "Blow Up" in New Castle

The Vitale family business began to thrive as more Italian immigrants moved to the area and contributed to the growing industry. Pyrotecnico remains successful with Stephen and Rocco Vitale, his great-grandchildren, keeping the Vitale passion alive.

# Joining the family of Live Events

Pyrotecnico joins a six company house of brands, gaining the ability to partner with other experts to provide clients with expertise in full-service live event production.



Pyrotecnico is part of the **Live Events** house of brands.



# Core Values













# The Work





### We're Here For Your Fans

We've amplified excitement with <u>dozens</u> of brands, <u>1000's</u> of sporting events, and <u>millions</u> of fans.





Whatever your dream is, we're here for it!



## A Few of Our Own























City of Hollywood - Tony Bridges - tbridges@hollywoodfl.org

City of Clearwater - Kris Koch - kris.koch@myclearwater.com

City of West Palm Beach - Angela Poco - apoco@wpb.org

City of Riviera Beach - Kacy Young - kyoung@rivierabeach.org

City of Weston - Annalisa Walker - awalker@westonfl.org



Let's get to the good stuff!



# 3D Visualization Software

We use a powerful simulation interface to show you an Ultra-HD video of your show—before your show.







# Flames

Propane, butane, isopar, and oxygen coming together to bring mind-blowing flame effects to life!







# Pyrotechnics

The most epic of elements: fireballs, mushroom clouds, airbursts and spherical sparks are just the beginning of how we elevate shows.







# **Atmospherics**

CO2, pressurized air, and fluid-based fog effects, create atmospheric displays that transport your audience to another dimension.









# Confetti & Streamers

Allowing the attendees to move beyond spectating, into physical interaction.







# **Fireworks**

Creating unparalleled magic with a classic explosive performance.





### PYROTF Section G, Item 2.

### Pyrotecnico + Drones, A Perfect Match

- Over 135 years of experience creating oohs and ahhs in the sky
- 🕢 Drones made in the USA 🜉
- Safety is our #1 priority always
- Brightest drones in the industry!
- FAA certified pilots & fully insured shows
- 25 MPH Wind Threshold
- Creative designs by drone design experts, TWOFIFTYK
- Music curated and choreographed to your show
- Bundle with our nationally renowned fireworks and FX for next-level spectacular





### **FAQ**



How long is the show?

Standard shows last up to 8-14 minutes.



How many images will be shown?

There are 8-10 images in a standard show.



Can a show sync to music?

Yes! And it's amazing!



Can drones fly in inclement weather?

Drones can navigate in light rain and winds up to 25 MPH.



How big of an area is needed for a show?

For every 100 drones, you need a  $50' \times 50'$  landing area.

**Click Here** to see our full drone FAQ





### General Drone Base Pricing

#### Non-peak dates:

100 Drone Show \$180 per drone

200+ Drone Show \$150 per drone

**300+** Drone Show \$125 per drone

#### What's Included?

- + Up to a 12-minute show
- 10 Images included in each 10 minute show (combination of 2D & 3D)
  - + \$500-\$1,500 per additional design based on complexity
- + Crew (# varies based on show size)
- + Travel, lodging & transport
- + FAA permitting and application costs
- + On-site set-up, execution, tear-down
- + Insurance

<sup>\*\*</sup>All budgets/show specifics will be reviewed to provide final pricing & availability.\*\*



# Pricing & Description >



#### **Description of Displays**



Your shows will be fully computer-fired custom design with scenes

#### From concept to cleanup, we provide the following:

- Creative World class design, previsualization, largest inventory in the U.S.
- Production Staffing, Permitting, Compliance, Training, Equipment Maintenance
- Show Execution Safety, Transportation, Set-Up/Tear Down, \$10M Insurance
- Post Show Ensuring safety of site, AHJ/Client Follow Up, What's Next?

#### PRODUCT LISTING - JUNE 27-29, 2025

#### **Opening Presentation**

40	3 inch Assorted Chrysanthemum Finale Shells
20	3 inch Assorted Palm Brocade Finale Shells

10 3 inch Bright White Titanium Salutes (Loud Thundering Booms)

#### **Main Body**

312	3 inch Assorted Variety and Premium Shells
480	4 inch Assorted Variety and Premium Shells
8	49 Shot Premium 1.5" Multi Shot Straight Barge Boxes (392 color breaks)
8	49 Shot Premium 1.5" Multi Shot Fan Barge Boxes (392 color breaks)

#### **Finale**

200

200	3 IIICH Assorted Chrysanthemann Finale Shells
100	3 inch Assorted Palm Brocade Finale Shells
30	4 inch Assorted Chrysanthemum Finale Shells
30	4 inch Assorted Palm Brocade Finale Shells
50	3 inch Bright White Titanium Salutes (Loud Thundering Booms)

3 inch Asserted Chrysanthamum Finala Shalls



# Description of Display

20 Minute Display

Electronically fired
 Display

#### **Show Pricing**



### **City of Pahokee**

June 27-29, 2025 Fireworks Display

#### **Show Price**

June 27-29 2025 - 20 Min Display - \$38,710.00

Terms: Deposit 50% Net 30 days.

#### State of Florida Department of State

I certify from the records of this office that PYROTECNICO FIREWORKS, INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on March 27, 2014.

The document number of this corporation is F14000001395.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 24, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of February.



Secretary of State

Tracking Number: 1020979942CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

#### Samples - All numbers are verifiably current

PEUCIAI EAPIOSIYES LICCUSOT CI IIII U.S. Department of Justice (18 U.S.C. Chapter 40) Bureau of Alcohol, Tobacco, Firearms and Explosives Section G. Item 2. In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part the activity specified in this license or permit within the limitations of Chapter 40. Title 18, United States Code and the regulations issued expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse 8-PA-073-23-4J-12122 Correspondence To 244 Needy Road Martinsburg, WV 25405-9431 Chief, Federal Explosives Licensing Center (FELC) expiration September 1, 2024 **PYROTECNICO** Premises Address (Changes? Notify the FELC at least 10 days before the move.) 299 WILSON RD NEW CASTLE, PA 16101-Type of License or Permit 23-IMPORTER OF EXPLOSIVES Purchasing Certification Statement Mailing Address (Changes? Notify the FELC of any changes.) The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the horsed status of the licenses of permittee as provided by 27 CPR Part 555. The signature on each copy must be an original PYROTECNICO FIREWORKS INC. signature. A faxed, acgoned or e-mailed copy of the license or permit with a signature PYROTECNICO intended to be an objectal signature is acceptable. The signature must be that of the Federal Explosives Licensee QEL) or a responsible person of the PEL. I certify that this is a true PO BOX 149 copy of a license or purple issued to the licensee or permittee nation stone to angage in the human or approximately specified whose under "Type of License or Fermit." NEW CASTLE, PA 16103-0149 icensee Permittee Responsible Person Signature Printed Name ATF Frem 5400.14/5400.15 Part I Revised Sentember 2011 мінця II dition in Obsoleta — <del>полимення меня чася на неня по</del>лет в принцена в дання в пере Federal Explosives License (FEL) Customer Service Information Federal Explosives Licensing Center (FELC) Toll-free Telephone Number: (877) 283-3352 ATF Homepage: www.atf.gov 244 Needy Road For Number Martinsburg, WV 25405-9431 E-mail: FELCobatf.gov Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original licease or permit. (The Chief, FELC, shall, if the liceasee or permittee is not qualified, refer the request for amended licease or permit to the Director of Industry Operations for denial in accordance with § 555.54.) Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations. (Continued on reverse side) Cut Here × Federal Explosives License/Permit (FEL) Information Card License/Permit Name: PYROTECNICO FIREWORKS INC Business Name: **PYROTECNICO** License Permit Number: 8-PA-073-23-4J-12122 License Permit Type: 23-IMPORTER OF EXPLOSIVES September 1, 2024 Please Note: Not Valid for the Sale or Other Disposition of Explosives.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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 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		THE PARTY OF THE P	res not comer rigins to the
	PRODUCER Acrisure Great Lakes Partners In	neurance Sanácea	CONTACT	- PAW
ı	223 West Grand River Ave #1	isulance delvices	PHONE (ALC No. East): 216-658-7100	(AIC, No): 216-658-7101
ı	Howell MI 48843		ADDRESS: info@brittongallagher.com	
ı			INSURER(S) AFFORDING COVERAGE	NAIC #
ı			INSURER A: Everest Denali Insurance Company	16044
ı	NSURED Control of Control of Control	2290	INSURER B : Arch Specialty Insurance Company	21199
ı	Pyrotecnico Fireworks Inc. 299 Wilson Road	INSURER C : Continental Indemnity Company	28258	
New Castle PA 16103		INSURER D: James River Insurance Company	12203	
ı			INSURER E : AXIS Surplus Insurance Company	26620
ı			INSURER F:	
	COVERAGES	CERTIFICATE NUMBER- 2022220242	DEVISION NU	MBED.

	THIS S TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHITHISTANDING ANY REQUIREMENT, TERM OR COMDITION OF ANY CONTRACT OR OTHER DOCUMENT HESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS.							
IN:			WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MMIDD/YYYY)	LIMIT	*
	GENERAL LIABILITY	Υ	Y	P000003353	11/14/2024	10/14/2025	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence)	8 50,000
l	CLAMS-MADE X OCCUR						MED EXP (Any one person)	8
l							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	8 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG	\$ 2,000,000
L	POLICY X PRO- JECT LOC							8
1	AUTOMOBILE LIABILITY	Υ	Y	GCD0010016-241	11/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
l	X ANY AUTO						BODILY INJURY (Per person)	8
l	ALL OWNED SCHEDULED AUTOR						BODILY INJURY (Per accident)	8
	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per applicant)	\$
L							,	\$
п	UMBRELLA LIAB X OCCUR	γ	Υ	UKP1035252-05	11/14/2024	10/14/2025	EACH GCCURRENCE	\$ 4,000,000
l	X EXCESS LIAB CLAMS-MADE						AGGREGATE	\$4,000,000
L	DED RETENTION \$							8
0			Υ	82-872996-04-38 (MASTER)	10/14/2024	10/14/2025	X WC STATUL OTH- TORY LIMITS ER	
l	ANY PROPRIETOR/PARTNER/EXECUTIVE	MIA					ELL EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	8 1,000,000
L	Eyes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Expose Liability #2	Υ	٧	P-001-001451057-01	11/14/2024	10/14/2025	Each Oco' Aggregate Total Limits	\$5,000,000 \$10,000,000
ь								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required) Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement. Fireworks Display Date: February 22, 2025 Location: Broken Sound Club, 2401 Willow Spring Drive, Boca Raton, FL 33496 Additional Insured: Broken Sound Club; Boca Raton Board of County Commissioners; City of Boca Raton

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORISED REPRESENTATIVE
	© 1988-2010 ACORD CORPORATION. All rights reserved

Section G. Item 2.



#### Prohibited Conduct / Use of Unlawful Drugs / Alcohol

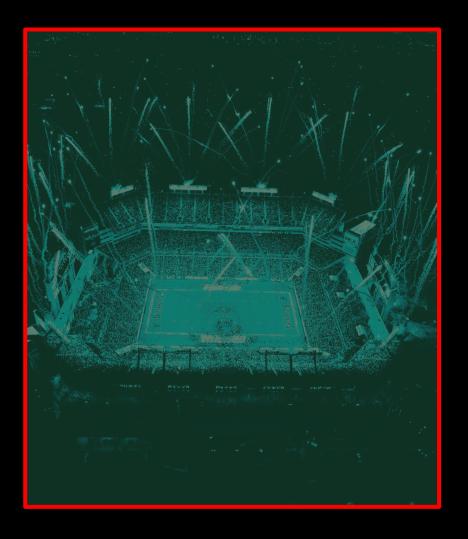
Being under the influence of alcohol or unlawful drugs, as classified under Federal, State, or local laws, while on the job poses serious health and safety risks to employees and members of the public. This is particularly true given the nature of the Company's business and many of the safety- sensitive positions of its employees.

Anytime employees are on duty or conducting Company business either on or away from the Company premises, on the Company's premises whether or not the employee is working, or utilizing the Company's equipment, at any time, including Company vehicles, the Company strictly prohibits the following

- The use of or being under the influence of alcohol or unlawful drugs, including prescription medications that are not prescribed to the employee or misuse of a prescription or over the
- . The possession, sale, purchase, transfer, or transit of any unlawful drug, including prescription medications that are not prescribed to the employee, or drug related paraphernalia.
- . The use of, or being under the influence of any substance that impairs an employee's ability to perform their job duties safely and effectively or presents a risk to their safety or the safety of others.

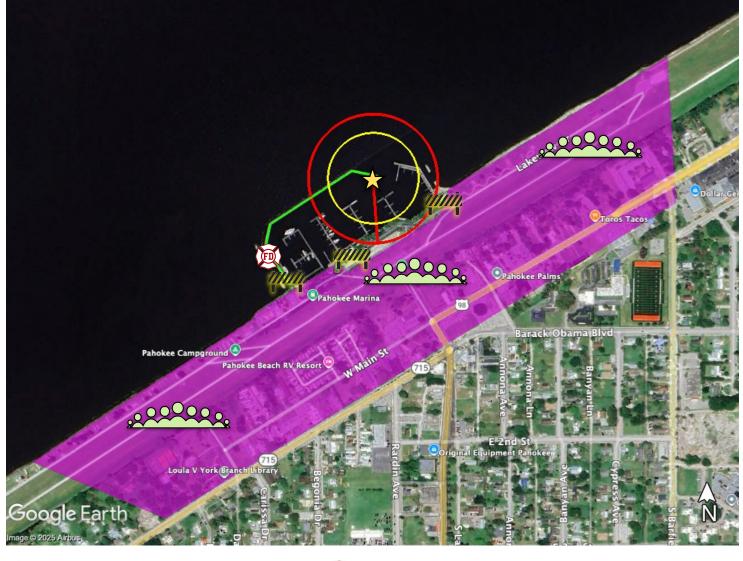
Nothing in any screening policy is meant to prohibit the appropriate and lawful use of over-the-counter medication or other medication that can legally be prescribed under both Federal and State law, to the extent that it does not impair an employee's job performance, safety, or the safety of others.

Employees who lawfully take over-the-counter medication or other medication that can legally be prescribed under both Federal and State law should notify their direct supervisor if they believe the medication will impair their job performance, safety, or the safety of others before reporting to work while under the influence of that medication.



# Let's Collaborate!

- www.pyrotecnico.com
- Darren Cunningham dcunningham@pyrotecnico.com
- 561.589.9890



### City of Pahokee Display Site Plan

#### **VENUE**

Pahokee Marina 190 N Lake Ave, Pahokee, FL 33430

#### LAT / LONG:

26°49′35.26″ N 80°40′00.95″ W

Display Date: 06.28.2025 Display Time: 9:15pm

**REVISED DATE:** 05.13.25

**CREATED BY:** D.Cunningham

#### **NOTES:**

Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.





🗙 - Firing Site



- Audience



- Fire



- Closed

— - 400' Radivs

4" Maximum Device Per Pyrotecnico 100' Per Inch Policy