



City of Pompano Beach

100 West Atlantic Blvd.
Pompano Beach, FL 33060

Detailed Minutes - Final

City Commission

- Rex Hardin, Mayor*
- Alison Fournier, Vice Mayor*
- Audrey Fesik, Commissioner*
- Beverly Perkins, Commissioner*
- Rhonda Sigerson-Eaton, Commissioner*
- Darlene Smith, Commissioner*

- Gregory P. Harrison, City Manager*
- Mark Berman, City Attorney*
- Kervin Alfred, City Clerk*

Tuesday, March 3, 2026

1:00 PM

Commission Chamber

Special City Commission Meeting

CALL TO ORDER

The Honorable Rex Hardin, Mayor called the Special City Commission meeting to order at 1:00 PM.

ROLL CALL

- Present:** Commissioner Audrey Fesik
- Commissioner Beverly Perkins
- Commissioner Rhonda Sigerson-Eaton
- Commissioner Darlene Smith
- Vice Mayor Alison Fournier
- Mayor Rex Hardin

PLEDGE OF ALLEGIANCE

Led by Kervin Alfred, City Clerk

APPROVAL OF AGENDA

While Mayor Hardin was inquiring about agenda changes, Comr. Fesik asked for 30 seconds to make an administrative clarification before approving the agenda. She explained that she had requested permission on December 9, 2025, to access the Air Park with a wildlife expert for an environmental review prior to a January vote, and had followed up in writing, but access had still not been provided. She recently learned that third parties were now being authorized to enter the Air Park for botanical salvage activities on the same parcels, and requested confirmation of when her December 9 request would be honored, suggesting they could place an agenda item on the Air Park access policy at the next meeting.

City Attorney Berman raised an objection, stating that the topic was not on the agenda and should not be discussed as additional public business, as it was a special meeting in which only noticed items could be discussed. Comr. Fesik clarified that she was not discussing the matter but was only asking that it be placed on

the next meeting agenda or for a later response. Mr. Berman maintained that even discussing it constituted discussing it and declined to argue further.

Mayor Hardin then asked City Manager Harrison if there were any changes to the agenda. Mr. Harrison confirmed that there were none.

A motion was made by Vice Mayor Fournier, seconded by Commissioner Sigerson-Eaton, that the Agenda be APPROVED AS SUBMITTED. The motion carried unanimously by voice vote.

POINT OF ORDER

Mayor Hardin addressed confusion about time constraints for speaking among commissioners and the mayor from previous meetings, reading from Robert's Rules for Dummies about limitations on debate, explaining that members were entitled to speak twice on every motion with a 10-minute limit per speech, and clarifying his role as chair in enforcing these time limits according to the rules they had all agreed to follow (by the adoption of Robert's Rules of Order).

A. REGULAR AGENDA

1. [26-214](#) Approving and authorizing the award of ITB26-025 for SE 6th Terrace New Bridge Replacement to the lowest responsive, responsible bidder, General Asphalt Co. LLC in the amount of \$8,530,065.20, and authorizing the proper city officials to execute the contract as provided in ITB26-025.
(Fiscal Impact: \$8,530,065.20)

(Staff Contact: Dr. Tammy Good/John Sfiropoulos)

Dr. Tammy Good, CIP Manager, stated that their position remained consistent since the last meeting, explaining that their evaluation found General Asphalt had demonstrated the requisite qualifications and provided satisfactory references to successfully perform the work. She noted that this conclusion was consistent with determinations from the legal and procurement departments. She explained that ITB language allowed the City to waive informalities and technicalities when in the City's best interest, and that General Asphalt's bid included no serious omissions or material alterations that would affect price or scope. She recommended awarding the contract to General Asphalt.

Mayor Hardin asked if she would adopt her prior presentation on the matter, which she confirmed. He then sought public input on the item.

Michael Skversky, 1630 SW 5th Avenue, Pompano Beach, FL, suggested a payment structure in which contractors receive draws throughout the project but hold back a large final payment to ensure proper completion, similar to how house framing works. He emphasized that any damage from pile driving should be paid by the contractor, not insurance companies, citing damage from the SE 5th Bridge that was never compensated. He stressed that people should come first.

Jocelyn Jackson referenced issues with history and compliance from the last meeting. She praised the staff for their work and the savings achieved, noting the contract was for \$8 million versus \$14 million. She criticized attacks on consultants over money and said decisions should have been addressed earlier rather than embarrassing staff publicly. She emphasized treating the city like a family and commended staff for standing their ground. She supported the cheaper cost for residents and suggested setting up payment increments, while criticizing bringing staff on national TV to embarrass them.

Lucdwin Luck introduced himself as the representative for the Chief Financial Officer of the Department of State, explaining his role in local government accountability and fiscal transactions. He offered his availability for any issues or concerns commissioners might want to bring to the CFO's office.

Delvin King, 2601 NW 12th Street, Pompano Beach, FL, said they would have to "bite the bullet" on the bridge and go with the vendor, but emphasized holding them accountable to deliver what they promised. He expressed concern about wasting time due to project constraints. He criticized the inconsistent application of vendor history, noting that while commissioners mentioned this vendor's history, the same staff used his history against him when he tried to do business with the city. He argued for consistent accountability standards for all vendors and warned that sometimes going cheap isn't best.

Chris Krzemien, 250 SE 2nd Avenue, Pompano Beach, FL, noted that the current bid amount was only slightly higher than the original budget approved for the bridge. He argued it was time to move forward and choose a contractor, praising the city staff's previous contractor selections and noting two other bridges were completed or underway. He said the wait had been long enough and it was time to make a choice.

Paul Peterson, 301 SE 3rd Court, Pompano Beach, FL, thanked commissioners for the evaluations and asked about the bidding process, specifically whether Pompano always accepted the lowest bidder. When it was confirmed that this was required in low-bid situations, he expressed the opinion that other factors, such as qualifications and history, should matter more. He asked about contracting safeguards and liquidated damages, learning they were \$500 per day until substantial completion, then \$300 per day after. He argued that these amounts seemed low for an \$8.5 million project, compared to private-sector standards of 10% liquidated damages. Dr. Good responded that, as a public entity not generating revenue, they had to establish quantifiable losses, unlike private projects. City Attorney Berman agreed with Dr. Good's assessment when asked by the Mayor.

David Hall spoke about procurement processes and suggested investigating who might be having conversations with contractors outside the meeting room, including potential lobbying of commissioners. He argued for following proper procedures by selecting the lowest, responsible, and responsive bidder rather than paying \$6-8 million more for a preferred vendor.

There being no further speakers, Mayor Hardin concluded public input and moved on to Commission discussion.

Vice Mayor Fournier expressed having more concerns than the previous week and addressed the last speaker's insinuations, stating she had no preferred contractor and hadn't spoken to any bidders. She said she

wanted a firm that would deliver on time with a quality, safe product through a fair and transparent process. She corrected two inaccurate statements from the last meeting: first, that General Asphalt's characterization as a billion-dollar company as being more qualified than others was factually wrong, as Kiewit had \$16 billion in revenue compared to General Asphalt's much smaller size. Second, she disputed the artificial March 14 deadline, explaining her conversation with the Army Corps regional chief, who confirmed that permits issued today would still expire March 14, and that new permits could be issued quickly starting March 15 if nothing changed, and that they only needed a verbal agreement by March 14, not completed paperwork. She expressed concerns about the legal memo received yesterday, questioning the process of making bids responsive after opening and the relationship between American Empire Builders (AEB) and General Asphalt companies. She noted that Monroe County's website still listed "General Asphalt/AEB" as recently as February 20, contradicting claims of no connection. She challenged the City Attorney's reliance on Sunbiz records, arguing that they don't contain ownership structures or corporate affiliations between entities.

City Attorney Berman responded that there were two separate companies with no intertwined membership or the same officers, and that General Asphalt completed the project AEB couldn't finish. He clarified his short time frame for the investigation and stated that, based on the available information, he found no connections between the companies.

Mayor Hardin cut off the Vice Mayor due to time limits and called for further Commission discussion.

Comr. Fesik argued that questions and commentary shouldn't count as time, citing her motion to hold a special meeting to air out questions calmly. She reviewed October meetings about the bridge bid process, noting a September 4 bid that was responsive and responsible but later rejected by staff. She expressed concerns about the company's responsibility, given issues with completing jobs, and questioned the pressure on the timeline. She asked who had sole authority for responsiveness and responsibility determinations.

John Sfiropoulos, City Engineer, explained that procurement determined responsiveness while engineering handled responsibility, and that he requested additional information from all bidders about three completed bridge projects.

Comr. Fesik continued questioning the bidding process and asked about disqualification for dishonest responses. City Attorney Berman confirmed that falsified information would disqualify a bidder. She pointed out that General Asphalt listed a project as completed that wasn't actually finished by the time bids were due, suggesting this should disqualify them.

City Attorney Berman explained that inaccuracies must be material to invalidate a bid, and Dr. Good clarified that the bridge was physically complete and that delays were due to owner-initiated changes, which they could overlook as minor technicalities given the cost difference.

Comr. Fesik asked about engineering confidence in the \$8.5 million versus \$14 million price difference and that potential for change orders.

Dr. Good provided research on comparable bridge costs from other cities, showing that similar projects cost much less, which gave confidence that \$8.5 million was reasonable and that waiting wouldn't yield lower prices.

Mayor Hardin asked engineering staff about requesting additional information during bidding (confirming it was normal), the equal treatment of bidders (confirmed), and the reasons for requesting clarification (incomplete answers about completed bridges from all bidders initially). He emphasized that the staff was doing their job to serve residents and asked City Attorney Berman about his memo's conclusions, which supported awarding the bid.

Mr. Sfiropoulos addressed the Army Corps permit, explaining it specifically required contract execution by March 14, though the Vice Mayor's research showed more flexibility than initially understood.

Vice Mayor Fournier returned to discuss the Sea View bridge completion timing, noting it opened in February but that bids were due February 9, and questioning whether it met the "final completion" requirements. She pressed about AEB's relationship with General Asphalt, noting continued references to both companies together in county updates, and asked for clarification on any partnership.

Dr. Good stated that she spoke with Monroe County representatives, who confirmed that General Asphalt self-performed the work and wasn't relying on press releases but on direct project manager information. She emphasized that their contract would be with General Asphalt, which listed itself as self-performing without AEB as a subcontractor.

Vice Mayor Fournier expressed frustration about not getting clear answers about potential relationships between the companies and asked if they could reach out to other bridge contractors or get definitive answers from General Asphalt about any AEB connections.

Dr. Good and City Attorney Berman explained they couldn't open bidding to new contractors without terminating the current process and starting over.

Comr. Fesik discussed agenda timing issues and questioned the honesty of General Asphalt's application regarding project completion dates. She asked about the authority for responsibility determinations and expressed concerns about the consistent application of procurement rules. City Attorney Berman and Dr. Good clarified that technical inaccuracies about completion dates weren't material enough to disqualify the bid, especially given owner-initiated changes. She asked about Army Corps permit renewal and engineering confidence in pricing.

Dr. Good provided detailed cost comparisons with other municipal bridge projects to justify the \$8.5 million price and expressed confidence in contract oversight to prevent issues.

Mayor Hardin asked final questions about the normalcy of requesting additional bid information, equal treatment of bidders, and staff recommendations, all of which were confirmed. He asked the city manager about agenda preparation timing and whether commissioners had complained about inadequate review time.

Comr. Smith reminded everyone that the meeting's purpose was to obtain a legal opinion on General Asphalt's responsiveness and responsibility, which they received. She emphasized they were contracting with General Asphalt, not AEB, and that all the negative articles referenced AEB's problems, not General Asphalt's. She

urged focusing on awarding the contract to the lowest responsible, responsive bidder.

There were extensive discussions among the Commission, Dr. Good, and staff concerning General Asphalt’s qualifications, and its relationship with AEB, and the overall bidding process.

Comr. Perkins asked the Vice Mayor directly what she wanted to do with the bidding process, given her concerns and research.

After a brief recess, during which Mr. Sfiropoulos confirmed with General Asphalt that they would not be using AEB, Vice Mayor Fournier stated she would vote for the bridge despite being uncomfortable, having no option but to trust staff. She expressed a desire for a procurement workshop to address ongoing process issues.

Comr. Fesik asked additional questions about subcontractors to ensure no AEB connections, which Mr. Sfiropoulos confirmed the only subcontractor was for pavement marking and signage.

A motion was made by Vice Mayor Fournier, seconded by Commissioner Sigerson-Eaton, that the Approval Request / Regular Agenda be APPROVED. The motion carried by the following roll call vote:

Yes: Fesik
Perkins
Smith
Fournier
Hardin

No: Sigerson-Eaton

B. ADJOURNMENT

The meeting adjourned at 2:33 PM.

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Kervin Alfred
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Kervin Alfred, City Clerk

Signed by:
Rex Hardin
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Rex Hardin, Mayor

Signed by:
