

## **RESOLUTION NO. 2025-129**

### **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, APPROVING THE MONARCH HILL LITIGATION SETTLEMENT AGREEMENT AMONG THE CITIES OF COCONUT CREEK AND DEERFIELD BEACH, AS WELL AS BROWARD COUNTY AND WASTE MANAGEMENT INC. OF FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Waste Management Inc. of Florida (“WMIF”) owns and operates a landfill located in unincorporated Broward County, Florida, at 2700 Wiles Road, Pompano Beach, Florida 33073. The Landfill (as further defined below) is commonly known as the “Monarch Hill Landfill;” and

**WHEREAS**, WMIF seeks to expand the Landfill both vertically, by raising its maximum elevation from 225 feet to 325 feet National Geodetic Vertical Datum (“NGVD”), and horizontally, by incorporating an adjacent approximately 24.2-acre parcel located at 2600 Wiles Road, Pompano Beach, Florida 33073, which was formerly used for a waste-to-energy facility; and

**WHEREAS**, WMIF and Coconut Creek previously entered into a settlement agreement in connection with the Landfill, dated September 13, 2010, which was amended on December 14, 2011, and further entered into a separate settlement agreement, dated April 9, 2015 (“2015 Coconut Creek-WMIF Agreement”), to address issues related, in part, to the closure of the waste-to-energy facility that had been located on the adjacent approximately 24.2-acre parcel; and

**WHEREAS**, Broward County (“County”) has regulatory authority over the use of the Landfill and zoning and land use authority governing the facility and surrounding property; and

**WHEREAS**, on February 25, 2025, WMIF and the County entered into an Agreement to Address Impacts of Further Development of Monarch Hill (the “2025

Expansion Impacts Agreement”), pursuant to which WMIF agreed to be legally bound to perform its commitments, including but not limited to, payment of a Host Charge to the County to support recycling and solid waste programs; enhance litter control; expand public education on solid waste, recyclable materials, and hazardous waste management; and address potential negative impacts from WMIF’s proposed expansions. The agreement also contains a provision for WMIF to supply landfill gas from the Landfill to a planned wastewater sludge dryer that the County anticipates developing in coordination with regional utilities. Supplying this facility with landfill gas enables beneficial reuse of waste-derived energy, supports the County’s circular economy goals, and reduces dependence on landfilling for sludge management. Absent this Settlement Agreement, WMIF has indicated that demolition of the landfill gas-to-energy plant would proceed promptly to make way for urgently needed additional landfill capacity, thereby foreclosing this renewable energy use. Also on February 25, 2025, the Broward County Board of County Commissioners enacted ordinances that, if WMIF is able to obtain all necessary approvals, permits, and licenses, authorize the vertical and horizontal expansions of the Landfill. Coconut Creek and Deerfield Beach have, both prior to and after enactment of these ordinances, consistently made clear their opposition thereto; and

**WHEREAS**, following the County’s enactment of the ordinances, Coconut Creek filed litigation in the Broward County Circuit Court and a petition for formal administrative hearing before the Florida Division of Administrative Hearings (“DOAH”) challenging the validity of the ordinances. Deerfield Beach subsequently intervened in the Circuit Court litigation and the DOAH administrative proceedings in support of the challenges initiated by Coconut Creek; and

**WHEREAS**, in addition to WMIF’s proposed expansions at issue on February 25, 2025, WMIF had planned to, when additional landfill capacity would ultimately be needed, seek further expansion of the Landfill beyond its current boundaries by repurposing adjacent property owned and operated by WMIF as a hauling site and through the possible acquisition and use of other industrial property adjacent to the Landfill. These future, contemplated expansions could add an additional fifty (50) years to the useful life of the Landfill beyond the useful life that would result from the proposed expansions at

issue on February 25, 2025; and

**WHEREAS**, Coconut Creek and Deerfield Beach have insisted, as part of any settlement of the current litigation, that WMIF must agree to not expand the Landfill, either horizontally or vertically, beyond the Horizontal Expansion Condition and Vertical Expansion Condition defined in the 2025 Expansion Impacts Agreement, regardless of any otherwise permissible expansions available under applicable law or regulation, and that WMIF agrees not to operate any other landfill within a one-mile radius of the outmost perimeter of the Landfill. WMIF is agreeable to these requirements, subject to the terms and conditions stated below; and

**WHEREAS**, the Parties now desire to fully and finally resolve all claims, disputes, litigation, and administrative proceedings relating to Ordinances 2025-10, 2025-11, and 2025-13, as enacted by the County Commission on February 25, 2025, and WMIF's proposed expansions of the Landfill, and to establish agreed terms regarding the implementation, oversight, and mitigation of impacts associated with WMIF's proposed expansions; and

**WHEREAS**, the City Commission finds and determines that entering into the attached Monarch Hill Litigation Settlement Agreement is in the best interests of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** That the City Commission has reviewed and hereby approves the attached Monarch Hill Litigation Settlement Agreement among the Cities of Coconut Creek and Deerfield Beach, as well as Broward County and WMIF.

**Section 3:** That the Mayor, or designee, is hereby authorized to execute the attached Monarch Hill Litigation Settlement Agreement among the Cities of Coconut Creek and Deerfield Beach, as well as Broward County and WMIF.

**Section 4:** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 5:** That this resolution shall be in full force and effect immediately upon its adoption.

**Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

\_\_\_\_\_  
Jacqueline Railey, Mayor

Attest:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

Railey	_____
Wasserman	_____
Welch	_____
Rydell	_____
Brodie	_____