

IN THE CIRCUIT COURT OF THE  
17TH JUDICIAL CIRCUIT, IN AND FOR,  
BROWARD COUNTY, FLORIDA

CITY OF DANIA BEACH, a Florida municipal  
corporation,

Plaintiff,

CASE NO. 93-18222 (05)

vs.

BROWARD COUNTY, FLORIDA, a political  
subdivision of the State of Florida,

Defendant.

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**AMENDED MOTION TO ENFORCE STIPULATED FINAL JUDGMENT**

Pursuant to Rule 1.570(c), Florida Rules of Civil Procedure, Plaintiff, City of Dania Beach, hereby moves to enforce this Court's Stipulated Final Judgment.

This case is about the expansion of the Ft. Lauderdale-Hollywood International Airport ("Airport"). In 1996, the City agreed to dismiss its lawsuit challenging the Airport expansion in exchange for Broward County's commitment – set forth in the Court's Stipulated Final Judgment – to protect local residents against excessive noise impacts from operation of an expanded South Runway. Broward County now has breached its primary commitment, which was to only move forward with construction of the expanded South Runway if the Federal Aviation Administration ("FAA") agreed to implement operational noise restrictions. The City seeks a court order protecting the City and its residents from the County's violation of the Stipulated Final Judgment. In further support of this motion, the City states the following:

1. Aircraft operations at the Ft. Lauderdale-Hollywood International Airport cause significant noise impacts on neighboring residents, which affect their well-being and property values. The expansion of the Airport's South Runway is projected to subject thousands of

people in Dania Beach to noise levels that the FAA considers incompatible with residential land use, harming those residents and the City itself.

2. In 1993, Dania Beach filed this action against Broward County to prevent the expansion of the Airport's South Runway in order to protect the City and its residents. This case was resolved in 1995 by settlement and entry of a 1996 Stipulated Final Judgment, a copy of which is attached to this Motion as Exhibit A. The Court "reserve[d] jurisdiction to enforce th[e] Judgment."

3. The Stipulated Final Judgment incorporated an Interlocal Agreement between Broward County and Dania Beach to resolve their dispute over the future use and expansion of the Airport. In the Interlocal Agreement, Broward County agreed to restrict the use of a proposed South Runway at the Airport through various operational noise restrictions. In order to implement those restrictions, agreement by the FAA is required because that agency controls flight operations. Broward County agreed that *unless* the operational restrictions were submitted to the FAA and "the FAA has responded indicating that it did not object to the restrictions," *Broward County would not proceed* with the construction of the proposed runway.

4. In the Interlocal Agreement, Broward County also agreed to offer certain specific Plats it owned "for sale or exchange in accordance with the requirements of Florida Statutes and the FAA, so that such lands may be returned to the tax rol[ls] of the City . . . as soon as practicable after plat recordation[.]" Among the plats the County agreed to sell were properties identified as Plats 7 and 8. Plats 7 and 8 were recorded in 1996. To date – and almost twelve years after entry of the Court's Stipulated Judgment – the County has not sold Plats 7 and 8.

5. After years of administrative proceedings, the FAA approved the expansion of the South Runway in a written Record of Decision in December 2008. FAA had the authority to

approve the operational restrictions identified in the Interlocal Agreement pursuant to 49 U.S.C. § 47172. However, the FAA expressly refused to approve the operational noise restrictions, approving instead the South Runway extension without the operational restrictions. Despite the FAA's refusal to approve the operational noise restrictions, Broward County nevertheless has proceeded to construction of the South Runway expansion, and has predicted that it will complete the South Runway expansion project by the fall of 2014. By proceeding with the construction of the proposed runway expansion despite the FAA's refusal to approve the operational noise restrictions, Broward County is violating this Court's Stipulated Final Judgment.

6. Broward County is also violating the Court's Stipulated Final Judgment by not selling Plats 7 or 8 "as soon as practicable" after their recordation. This violation has caused the City of Dania Beach damages in the form of lost tax revenue to the City.

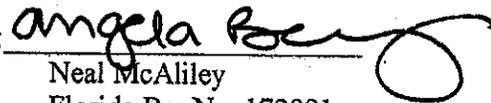
WHEREFORE, the City of Dania Beach respectfully requests pursuant to Rule 1.570(c) that the Court enter an Order 1) declaring that Broward County has violated the Court's Stipulated Final Judgment, 2) prohibiting Broward County from continuing to violate the Court's Stipulated Final Judgment and/or holding Broward County in civil contempt and imposing coercive penalties and sanctions as necessary to prevent further violation of the Stipulated Final Judgment, 3) ordering the County to take all possible steps to have the operational restrictions on the South Runway implemented in order to reduce noise impacts on Dania Beach residents and the City; 4) holding Broward County in civil contempt and imposing a compensatory contempt fine against Broward County and in favor of the City of Dania Beach in the amount equal to damage caused by Broward County's refusal to comply with the Stipulated Final Judgment, including but not limited to, the lost tax revenue to the City associated with Broward County's

failure to sell Plats 7 and 8 as soon as practicable as required by the Stipulated Final Judgment, and the lost tax revenue to the City due to the reduction in property values for homes surrounding the expanded South Runway, 5) awarding attorney fees to the City of Dania Beach associated with the filing of this Motion, and 6) awarding other appropriate relief.

Respectfully submitted,

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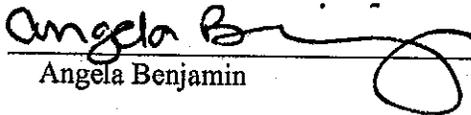
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**CERTIFICATE OF SERVICE**

I HERBY CERTIFY that a true and correct copy of the forgoing was served via e-mail and U.S. Mail this 4<sup>th</sup> day of September, 2012 to: Kenneth G. Spillias and Robert P. Diffenderfer ([rdiffenderfer@llw-law.com](mailto:rdiffenderfer@llw-law.com)), Lewis Longman & Walker, 515 N. Flagler Drive, Suite 1500, West Palm Beach, Florida 33401, and Tony J. Rodriguez ([trodriguez@broward.org](mailto:trodriguez@broward.org)), Assistant County Attorney for Broward County, and James D. Rowlee ([jrowlee@broward.org](mailto:jrowlee@broward.org)), Assistant County Attorney for Broward County, Governmental Center, Suite 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

By:   
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