

**PROPOSED RESOLUTION NO. 2025-R-46**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA; APPROVING THE POTABLE WATER AND WASTEWATER SERVICES AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE POTABLE WATER AND WASTEWATER SERVICES AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES; APPROVING PENDING TRANSFER OF THE POTABLE WATER AND WASTEWATER SERVICES AGREEMENT; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pembroke Pines (the “City”) owns and operates a water treatment plant and sewage treatment plant together with water distribution and sewage collection facilities known as the Pembroke Pines Water and Sewer system; and

**WHEREAS**, the Town of Southwest Ranches (the “Town”) owns and controls certain real property in Broward County, Florida, as more specifically described within **Exhibit “A”**, attached hereto (the “Property”); and

**WHEREAS**, the Property is located entirely within the Town of Southwest Ranches, and not within the municipal boundaries of the City; and

**WHEREAS**, the Town desires to procure water and sewage disposal services from the City for the Property; and

**WHEREAS**, Section 50.1 through 50.4 of the City’s Code of Ordinances authorize the City to provide water distribution service outside of the City’s municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the City’s Code

**WHEREAS**, Section 180.19, F.S., authorizes a municipality to provide water and wastewater services outside of the municipality’s corporate limits and in another municipality

subject to terms and conditions as may be agreed upon in writing between such municipalities and the owner of the property receiving such service; and

**WHEREAS**, the Town has disclosed to the City that the Property is presently under contract with FRP SWR LLC, a Delaware limited liability company (the "Contract Purchaser"), for purchase and that the Town intends to assign the Agreement to the Contract Purchaser upon recordation of a deed to the Contract Purchaser; and

**WHEREAS**, the City Commission of the City of Pembroke Pines, Florida, deems it to be in the best interest of the citizens and residents of the City of Pembroke Pines to enter into a potable water and wastewater services agreement with the Town for the provision of water and wastewater services to the Property subject to the Town's approval of Town Resolution No. \_\_\_\_\_; and

**WHEREAS**, the City Commission of the City of Pembroke Pines, Florida, deems it to be in the best interest of the residents of the City of Pembroke Pines to approve the Town's assignment of all rights, duties, obligations, and terms of the Agreement to the Contract Purchaser upon recordation of a deed transferring ownership of the Property from the Town to the Contract Purchaser.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits referenced herein and attached hereto are hereby incorporated herein.

**Section 2.** The City Commission of the City of Pembroke Pines, Florida, hereby approves the Potable Water and Wastewater Services Agreement with the Town of

Southwest Ranches for the provision of for the provision of water and wastewater services to the property described in **Exhibit “A”**.

**Section 3.** The City Commission of the City of Pembroke Pines, Florida, hereby authorizes the City Manager to execute the Potable Water and Wastewater Services Agreement with the Town of Southwest Ranches subject to the Town’s approval of Resolution No.\_\_\_\_\_.

**Section 4.** The City Commission of the City of Pembroke Pines, Florida, deems it to be in the best interest of the residents of the City of Pembroke Pines to approve the Town’s assignment of the Agreement to the Contract Purchaser upon recordation of a deed transferring ownership of the Property from the Town to the Contract Purchaser.

**Section 5.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** 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 application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** This Resolution shall become effective immediately upon its passage and adoption.

**[REMAINDER OF PAGE  
INTENTIONALLY LEFT BLANK]**

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST: By: \_\_\_\_\_  
MAYOR ANGELO CASTILLO

_____	CASTILLO	_____
GABRIEL FERNANDEZ, CITY CLERK	HERNANDEZ	_____
APPROVED AS TO FORM:	GOOD	_____
	RODRIGUEZ	_____
_____	SCHWARTZ	_____
OFFICE OF THE CITY ATTORNEY		

Exhibit "A"  
Legal Description

PARCEL 1:

Lots 60, 61, and 62, and the vacated Right-of-Way of Sylvan Pass, of REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, according to the Plat thereof, recorded in Plat Book 157, Page 39, as affected by the Agreement for Amendment of Notation on Plat recorded under Instrument No. 119109542, of the Public Records of Broward County, Florida.

LESS and EXCEPT the property conveyed for Road Easement by Warranty Deed recorded on April 11, 2012 in Official Records Book 48658, Page 890 of the Public Records of Broward County, Florida.

and

LESS and EXCEPT the property conveyed for Right of Way Dedication by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978, of the Public Records of Broward County, Florida.