RESOLUTION NO. 15-01-03

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AFFORDABLE HOUSING AGREEMENT BETWEEN THE VILLAGE AND JACOCKS MASTIC, LLC; AUTHORIZING THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE THE AFFORDABLE HOUSING AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AFFORDABLE HOUSING AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AFFORDABLE HOUSING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Jacocks Mastic, LLC (the “Owner” and “Developer”) is requesting site plan approval of a 312 square foot restaurant and 2,827 square feet of retail use (the “Project”), located at 103 Mastic Street on the bayside of Upper Matecumbe Key at approximately Mile Marker 81 more particularly described legally as Exhibit “A” attached hereto; and

WHEREAS, pursuant to Chapter 30 “Land Development Regulations,” Article IV “Administrative Procedures,” Division 16 “Affordable Housing Standards,” Section 30-636 “Applicability” of the Village Code of Ordinances (the “Village Code”), the Developer is required to provide affordable housing proportionate to the need for affordable housing that the development creates; and

WHEREAS, pursuant to Chapter 30 “Land Development Regulations,” Article IV “Administrative Procedures,” Division 16 “Affordable Housing Standards,” Section 30-638(b)(7) “Affordable housing agreement” of the Code, the Developer has agreed to implement the mitigation plan (Exhibit “2” of Exhibit “B”) for the proposed Project; and

WHEREAS, the mitigation plan approved by the Director of Planning provides for the off-site construction of one (1) affordable residential dwelling unit through the conversion of a market rate residential dwelling unit to an affordable residential unit; and
WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) has recognized the need for affordable housing to ensure the availability of a stable and qualified workforce, consistent with the requirements of the Village’s Comprehensive Plan, Village Code and Florida Statutes; and

WHEREAS, the Village Council desires to enter into this Affordable Housing Agreement, a copy of which is attached hereto as Exhibit “B” (the “Agreement”).

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Agreement. The Village Council hereby approves the execution of the Agreement between the Village and the Developer as set forth in Exhibit “B” hereto and as approved by the Village Attorney.

Section 3. Authorization of Village Officials. The appropriate Village officials, including the Mayor, Village Manager or her designee, and the Village Attorney, are authorized to execute and deliver the Agreement and any additional documents pertaining to the Agreement, and to take all necessary action to implement the terms and conditions thereof.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Deb Gillis, who moved for its adoption. This motion was seconded by Councilman Ward, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS
Mayor Mike Forster  YES
Vice Mayor Deb Gillis  YES
Councilman Jim Mooney  YES
Councilman Chris Sante  YES
Councilman Dennis Ward  YES

PASSED AND ADOPTED THIS 8TH DAY OF JANUARY, 2015.

MIKE FORSTER, MAYOR

ATTEST:

KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk on this 13 day of January, 2015.

Kelly Toth, Village Clerk
SQR 2 LOTS 2 AND 3, PB2-38 STRATTONS SUBD UPPER MATECUMBE
AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement ("Agreement") is made and entered into by and between Jacocks Mastic, LLC., ("Developer") and Islamorada, Village of Islands, Florida ("the Village") in accordance with Chapter 30, Article IV, Division 16 (the “Affordable Housing Standards”) of the Village Code of Ordinances.

WHEREAS, the Developer has proposed the construction of a 312 square foot restaurant and 2,827 square feet of retail building (the "Project") on property located at approximately Mile Marker 81 bayside at 103 Mastic Street, Upper Matecumbe Key, Islamorada, Florida, more particularly described on Exhibit "1" attached hereto; and

WHEREAS, pursuant to Code Section 30-638, the affordable housing need generated by the Project is calculated to be 0.10 typical affordable housing units; and

WHEREAS, the Developer has submitted an affordable housing mitigation plan (the “Mitigation Plan”), attached as Exhibit “2”, in accordance with Code Section 30-638; and

WHEREAS, to satisfy the Affordable Housing Standards of the Village Code, the Developer has proposed the off-site construction of a two (2) bedroom affordable residential dwelling unit through the conversion of a market rate residential dwelling unit to an affordable residential unit, as more particularly described in the Mitigation Plan; and

WHEREAS, the Village has determined that the conversion of a market rate residential dwelling unit to an affordable residential unit, as more particularly described in the Mitigation Plan will meet the Affordable Housing Standards of the Village Code.

NOW, THEREFORE, in consideration of the representations herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct, and are hereby incorporated by the parties as part of this Agreement as provided for herein.
2. Affordable Housing Agreement. The Developer hereby agrees to implement the Mitigation Plan as follows:

Construction of unit. Based upon the Affordable Housing Standards of the Village Code, the Developer is required to provide 0.10 typical affordable housing units. The Developer has opted to construct one (1) affordable residential dwelling unit off-site, consisting of at least one (1) bedroom, a minimum of 500 square feet in total floor area, and housing a minimum of two persons. The unit shall be constructed on property located at Lot 12, Block 2, Stratton’s Subdivision, on Upper Matcumbe Key, as more particularly described on Exhibit “3” attached hereto. All occupants either renting or purchasing the affordable residential dwelling unit shall meet and adhere to the income standards pursuant to Code Section 30-639(a)(5). The Developer shall submit the proposed deed restriction/restrictive covenant to be placed on the affordable residential dwelling unit. The deed restrictions/restrictive covenants shall be in a form approved by the village attorney, and shall be recorded with the Monroe County Clerk at the Developer’s sole cost.

3. Dedication of Affordable Housing Unit by Developer. In accordance with Code Section 30-639(a)(6), the affordable residential dwelling unit described in the Mitigation Plan shall receive certificate of occupancy no later than the date of the initial certificate of occupancy of the Project.

4. Satisfaction of Affordable Housing Mitigation Requirements. The Village hereby acknowledges and agrees that, upon the conversion of a market rate residential dwelling unit to an affordable residential dwelling unit shall be deemed to have satisfied the applicable requirements of the Affordable Housing Standards of the Village Code.

5. Governing Law/Binding Effect. This Agreement shall be interpreted and governed by the laws of the State of Florida. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

6. Remedies. The parties hereto shall have all rights and remedies provided herein and under Florida Law with respect to the enforcement of this Agreement, and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief, as appropriate and necessary, to enforce this Agreement. The parties agree that the venue for any enforcement action shall be the Circuit Court in and for Monroe County, Florida. The parties further acknowledge and agree that, in the event the Developer fails to convert the market rate residential dwelling unit to an affordable residential dwelling unit as provided in this Agreement, no certificate of occupancy shall be approved for the Project.

7. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail with return receipt requested, hand delivery, or express courier, and shall be effective upon receipt when delivered to the parties at the addresses set forth
herein below (or such other address as provided by the parties by written notice delivered in accordance with this paragraph):

Attn Director of Planning
ISLAMORADA, VILLAGE OF ISLANDS
86800 Overseas Hwy
Islamorada, Florida 33036-3162

Jacocks Mastic, LLC.
P.O. Box 182
Islamorada, Florida 33036

8. **Amendments.** No amendment, modification, or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

9. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

10. **Recording.** The Developer shall record this Agreement in the Public Records of Monroe County, Florida at the Developer’s expense.

11. **Effective Date.** This Agreement shall become effective upon the date it is executed by the last party to execute the Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below their signatures.

ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation

By: [Signature]
Village Manager

Date Executed: 1/14/15

Attest:

[Signature]
Village Clerk

Approved As To Form And Legal Sufficiency:

[Signature]
Village Attorney

WITNESSES:

[Signature]
Print Name: [Name]

[Signature]
Print Name: [Name]

JACOCKS MASTIC, LLC, a Florida limited liability company:

By: [Signature]
[Name, Title]

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STATE OF FLORIDA
 )
COUNTY OF MONROE
 )

The foregoing instrument was acknowledged before me this 14th day of January, 2015, by Maria Aquilac/Kelly Tolls as Village Manager and Village Clerk, respectively, of ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, who (check one) [X] are personally known to me or [ ] have produced ______________________ as identification.

MARY G SWANEY
Notary Public, State of Florida

My Commission Expires: April 05, 2015
Print Name: Mary G. Swanevy

STATE OF Florida )
COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 16th day of JAN., 2015, by Elizabeth Jacobson, President of Jacocks Mastic, LLC., a Florida limited liability company, who (check one) [ ] is personally known to me or [ ] has produced a Florida drivers license as identification.

SONIA WISEMAN
Notary Public, State of Florida

My Commission Expires:
Print Name: Sonia Wieman
EXHIBIT “1”

SQR 2 LOTS 2 AND 3, PB2-38 STRATTONS SUBD UPPER MATECUMBE
Dear Ms. Cioffari,

Jacocks Mastic LLC has submitted plans for Site Plan Approval to the Village for development of 312 square foot restaurant and 2,827 square feet of retail use. The proposed development is subject to the Village’s Affordable Housing Standards which will be met in the following way.

According to the Code, 0.10 affordable residential dwelling units are required. Jacocks Mastic LLC will convert an existing two-bedroom market-rate residential dwelling unit located at 81868 Overseas Highway to a two-bedroom affordable residential dwelling unit. The unit will be encumbered by a deed restriction.

Sincerely,

[Signature]

Zee Hopman
BK 2 LT 12 STRATTONS SUBD PB2-38 UPPER MATECUMBE