

**DRAFT**

# Memorandum



**Date:**

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Building Better Communities General Obligation Bond (BBC-GOB) Program - Significant Modification requesting Deletion of Project No. 333 - "Carver Theatre," and Addition of new Project No. 333.1 - "NW 7<sup>th</sup> Avenue Transit Village Development Project – Theatre/Cultural Center"

## Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution, which requests the deletion of BBC-GOB Project No. 333 - "Carver Theatre," from Appendix A to Resolution No. R-919-04 ("Authorizing Resolution") after a public hearing and from Appendix A to Resolution No. R-134-11, which lists projects eligible for funding from the BBC-GOB Program's Series 2011A Bond Proceeds (the "Series 2011A Resolutions"); the waiver of the requirements of Implementing Order 3-47 regarding adding new projects; the addition of new BBC GOB Project No. 333.1 - "NW 7<sup>th</sup> Avenue Transit Village Development Project – Theatre/Cultural Center" to the Authorizing Resolution and to the Series 2011A Resolutions, after a public hearing.

### Deletion of Project No. 333 - "Carver Theatre"

Item	Original BBC-GOB Project	Modified BBC-GOB Project
Project Name	Carver Theatre	Deletion
Project number	333	
Project Location	6016-6042 NW 7th Avenue	
Project Description	purchase and renovate the Carver Theatre	
Total BBC allocation	\$5 million	

### Addition of a new Project No. 333.1 - "NW 7th Avenue Transit Village Development Project – Theatre/Cultural Center"

Item	New BBC-GOB Project
Project Name	NW 7th Avenue Transit Village Theatre/Cultural Center
Project number	333.1
Project Location	NW 62st Street and 7th Avenue
Project Description	NW 7th Avenue Transit Village Development Project – Theatre/Cultural Center
Total BBC allocation	\$5 million

**Scope**

Both the Carver Theater (BBC-GOB Project No. 333) and the NW 7th Avenue Transit Village ( a commissioner-designated affordable housing project under BBC-GOB Project No. 249 - Preservation of Affordable Housing Units and Expansion of Home Ownership) are located in County Commission District 3. BBC-GOB funds for the Carver Theatre are earmarked for the purchase and renovation of a privately owned theater on the NW 7<sup>th</sup> Avenue corridor. Because the required capital work to purchase and re-open the theater is estimated to be in excess of the BBC-GOB funding allocation, the proposed plan is to reallocate the BBC-GOB funding for the development of a theater/cultural center component at the NW 7<sup>th</sup> Avenue Transit Village, a project currently under development in close proximity of the Carver Theater.

**Fiscal Impact/Funding Source**

There is no fiscal impact to the BBC-GOB Program as there is no change to the existing BBC-GOB Program allocation.

**Track Record/Monitor**

The entity responsible for implementing this project is the Carlisle Development Group, LLC (Carlisle). Wendi Norris, Director of the Miami-Dade County General Services Administration (GSA), is responsible for managing the overall project, the development agreement, and the BBC-GOB grant agreement to Carlisle for the housing component of the 7<sup>th</sup> Avenue development. The Director of the Miami-Dade County Transit Department (Transit) is responsible for managing the transit-oriented scope of the 7<sup>th</sup> Avenue development. Michael Spring, Director of the Miami-Dade County Department of Cultural Affairs (CUA) is responsible for managing the BBC-GOB grant agreement to Carlisle for the theater/cultural center component of the NW 7<sup>th</sup> Avenue development. The responsible entity for monitoring the status of the project and the BBC-GOB funds is the Office of Capital Improvements (OCI), George Navarrete, Director.

**Delegation of Authority**

There is no additional delegation of authority related to this item.

**Background**

On November 2, 2004, voters overwhelmingly approved eight referendum questions to fund more than 300 capital improvement projects throughout Miami-Dade County over an approximately 18 to 20 year period, comprising the BBC-GOB Program. A BBC-GOB allocation of \$5 million for the Carver Theatre was included in Resolution No. R-919-04,(Project No. 333) and, as per Resolution No. R-780-08, \$10,592,300 was allocated by Commissioner Edmonson from Project No. 249 for the development of affordable housing at the Transit Village.

The Carver Theater is privately owned and is located at NW 61st Street and 7th Avenue. The existing Carver Theater facility is closed and, based on a site visit by the Department of Cultural Affairs, is in need of extensive rehabilitation to convert it into a viable cultural facility. Acquisition of the property and the required capital work to re-open the theater are estimated to be in excess of the BBC-GOB funding allocation.

The NW 7th Avenue Transit Village is a mixed-use transit-oriented development planned on 2.48 acres of County-owned property located on the south-east quadrant of NW 62 Street and NW 7 Avenue with the primary goal of revitalizing the neighborhood's commercial area. On March 1, 2011, the Board approved the selection of the Carlisle Development Group, LLC as the developer for the project via Resolution R-138-11.

Carlisle's proposed development is comprised of the following components:

- A transit hub and bus station with four covered bus bays and amenities for both the drivers and the public contained within an indoor office and waiting area;
- Two phases totaling at least 161 one, two and three bedroom units targeting families with an income of no more than 60% of the AMI (Area Median Income), with 50% set aside as senior housing;
- Approximately 27,000 square feet of retail/commercial space;
- A new, 120-seat multi-purpose theater for both public and County use with a cultural center component attached to the theater;
- A multi-level parking garage with adequate parking for all residents, retail customers, and members of the community, including 25 parking spaces dedicated exclusively for transit riders.

Carlisle's development proposal is expected to enhance transit passenger mobility by providing seamless access for commuters to and from the Liberty City area and connectivity between Miami-Dade and Broward Counties, reduce traffic congestion in the Liberty City Area, and provide for economic revitalization of the area. Carlisle estimates that the Transit Village project will cost approximately \$45 million. In addition to the BBC-GOB funding, \$3 million in Federal Transit Administration (FTA) funds will be used for the construction of the transit components of the project. Carlisle is responsible for securing all other financing required for the project. GSA's Real Estate Development Division will monitor the ground leases and the Department of Cultural Affairs will monitor the theater/cultural center component to assure that theater/cultural center requirements for the capital project and operational needs are met. The Art in Public Places requirement will apply to the entire development project.

The reallocation of \$5 million of BBC-GOB funds originally earmarked for the purchase and renovation of the existing Carver Theatre to the Transit Village project will ensure that the cultural component that the voters approved in 2004 is delivered to the community by including it in a project that is in its early development stages and is feasible within the available allocation. The Transit Village project will provide the much needed economic revitalization to the 7<sup>th</sup> Avenue corridor and the theater/cultural center component will help generate activity and a destination for both local residents and visitors.

This recommendation was presented to the BBC-GOB Citizens' Advisory Committee ("CAC") on August 18, 2011 and was forwarded to Board with a (favorable/unfavorable) recommendation.

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Deputy Mayor/Senior Advisor

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

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

RESOLUTION APPROVING DELETION OF BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM (BBC-GOB PROGRAM) PROJECT NUMBER 333 "CARVER THEATRE," IDENTIFIED IN APPENDIX A TO RESOLUTION NO. R-919-04 ("AUTHORIZING RESOLUTION") AFTER A PUBLIC HEARING AND FROM APPENDIX A TO RESOLUTION NO. R-134-11, WHICH RESOLUTION LISTS PROJECTS ELIGIBLE FOR FUNDING FROM THE BBC-GOB PROGRAM'S SERIES 2011A BOND PROCEEDS (THE "SERIES 2011A RESOLUTIONS"); APPROVING ADDITION OF PROJECT NUMBER 333.1 "NW 7<sup>TH</sup> AVENUE TRANSIT VILLAGE DEVELOPMENT PROJECT - THEATRE/CULTURAL CENTER" TO APPENDIX A TO THE AUTHORIZING RESOLUTION AND TO THE SERIES 2011A RESOLUTIONS, AFTER A PUBLIC HEARING; AND AUTHORIZING DISBURSEMENT OF FUNDS SUBJECT TO AVAILABILITY TO CARLISLE DEVELOPMENT GROUP, LLC AFTER RECORDATION OF DECLARATION OF RESTRICTIVE COVENANTS; WAIVING REQUIREMENTS OF IMPLEMENTING ORDER 3-47 REGARDING ADDING NEW PROJECTS.

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

Section 1. The deletion of Building Better Communities General Obligation Bond Program (the "BBC GOB Program") Project Number 333 "Carver Theatre," from Appendix A to Resolution No. R-919-04 ("Authorizing Resolution") after a public hearing and from Appendix A to Resolution No. R-134-11, which resolution lists projects eligible for funding from the BBC-

GOB Program's Series 2011A Bond Proceeds (the "Series 2011A Resolutions") after a public hearing, all as more particularly described in the accompanying memorandum, is approved.

Section 2. The addition of BBC-GOB Program Project Number 333.1 "NW 7<sup>th</sup> Avenue Transit Village Development Project – Theatre/Cultural Center" to the Authorizing Resolution and to the Series 2011A Resolutions, after a public hearing, all as more particularly described in the accompanying memorandum, is approved.

Section 3. For BBC-GOB Program Project No. 333.1, the waiver of the requirements of Implementing Order 3-47 that surplus funds may fund new projects only after all Projects have been completed or necessary funding for completion of all Projects has been identified to the satisfaction of the Board and the Citizens' Advisory Committee is hereby approved.

Section 4. And authorizing the disbursement of BBC-GOB funds subject to availability to Carlisle Development Group, LLC (Carlisle) after the recordation of a declaration of restrictive covenants by Carlisle, in substantially the form attached hereto as Exhibit "A" and made a part hereof, and after a BBC-GOB grant agreement is executed between Carlisle and Miami-Dade County.

The Prime Sponsor of the foregoing resolution is Commissioner . It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this ,  
2011. This resolution shall become effective ten (10) days after the date of its adoption unless  
vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Monica Rizo

\_\_\_\_\_ A

D

**Return to:**  
Director  
Miami-Dade County  
Office of Capital Improvements  
111 N.W. First Street, Suite 2130  
Miami, Florida 33128

**Instrument prepared by:**  
Monica Rizo  
Assistant County Attorney  
Miami-Dade County Attorney's Office  
111 N.W. First Street, Suite 2810  
Miami, Florida 33128-1993

**Folio No.** Info needed here via CAO

(For Recorder's Use Only)

**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** ("Covenant") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by Carlisle Development Group, LLC ("Carlisle") a for profit corporation under the laws of the State of Florida, in favor of Miami-Dade County, a political subdivision of the State of Florida.

WHEREAS, on March 1, 2011, the Board of County Commissioners (BCC) approved the selection of the Carlisle Development Group, LLC. as the developer for the NW 7<sup>th</sup> Avenue Transit Village project via Resolution R-138-11; and

WHEREAS, Carlisle is developing a mixed-use transit-oriented development on 2.48 acres of County-owned land legally described in Exhibit "1" (the "Property"), attached hereto and incorporated herein by reference, with the primary goal of revitalizing the neighborhood's commercial area; and

WHEREAS, Miami-Dade County (the "County") is committed to granting Carlisle Building Better Communities General Obligation Bond ("BBC-GOB") Program funds subject to availability in the amount of \$5,000,000 for the purpose of developing the theatre/cultural center component at the NW 7<sup>th</sup> Avenue Transit Village; and

WHEREAS, the County is committed to granting Carlisle BBC-GOB Program funds subject to availability in the amount of \$10,592,300 for the purpose of developing the affordable housing component at the NW 7<sup>th</sup> Avenue Transit Village.

NOW, THEREFORE, in consideration for the BBC-GOB grants and other goods and valuable consideration, Carlisle hereby voluntarily covenants and agrees to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon Carlisle, its successors and assigns:

- 1) The foregoing recitations are true and correct and are hereby incorporated herein by this reference; and
- 2) Carlisle shall start the development of the NW 7<sup>th</sup> Avenue Transit Village within one (1) year of the date of Carlisle's receipt of the BBC-GOB funds from the County; and
- 3) During the entire term hereof, Carlisle, covenants that (a) the Property and building(s) located thereon and facilities located therein will continuously be used for and operated as a theatre/cultural center and affordable housing, among other uses; (b) the Property and building(s) located thereon and facilities located therein shall be used exclusively for the public purpose of providing cultural arts programming and affordable housing units, among other uses; (c) Carlisle, will be the continuous owner and operator of the Property and any and all buildings and facilities located thereon; and (d) Carlisle, will not further encumber the Property after the date this declaration is recorded without express written consent of Miami-Dade County, through its County Mayor or Mayor's designee. The County Mayor or Mayor's designee shall determine and decide, in its complete and sole discretion, whether the Property and buildings and facilities thereon have ceased to be used for the purposes stated herein and/or whether Carlisle, has ceased to exist or to own or operate the Property and any and all buildings and facilities located thereon.

In the event that the conditions set forth in sections 2 and/or 3 above are not met, Carlisle, shall correct or cure the default/violation within thirty (30) days of notification of the default by Miami-Dade County. If Carlisle, fails to remedy the default/violation, Miami-Dade County shall have the right to have the title to the Property and buildings and facilities revert to and vest in Miami-Dade County, without the necessity of obtaining a court order, and Carlisle, shall deed the Property and building and facilities together with all of its contents by Warranty Deed to Miami-Dade County; and Carlisle, specifically waives, by acceptance of this Declaration, any entitlement to or right to seek any compensation whatsoever for said Property and building, including seeking any recourse in any Court.

**Covenant Running with the Land.** This Declaration of Restrictive Covenants shall run with the land for twenty-five (25) years from the date this Declaration is recorded in the public

records of Miami-Dade County, unless this Declaration has been modified, amended or released by a written instrument executed by Miami-Dade County as authorized by and through and at the sole discretion of its Board of County Commissioners.

**Enforcement.** Miami-Dade County is the beneficiary of these covenants and restrictions and as such may enforce these covenants and restrictions by an action in law or equity, including without limitation a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

**Inspection.** It is understood and agreed that any inspector from Miami-Dade County shall have the right at any time during normal working hours to enter and investigate the use of the Property and the buildings and facilities to determine if the conditions of this Declaration of Restrictive Covenants are being complied with.

**Notice and Contact.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated herein below for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g., Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth herein below, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

TO MIAMI-DADE COUNTY:

Director  
Office of Capital Improvements  
111 N.W. 1st Street, Suite 2130  
Miami, Florida 33128

With a copy to:

Miami-Dade County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

TO CARLISLE DEVELOPMENT GROUP, LLC:

**Manager**  
2950 S.W. 27<sup>th</sup> Avenue, Suite 200  
Miami, Florida 33133

**Severability.** If any covenant, restriction or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision contained herein, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Miami-Dade County, Florida.

**Effective Date.** This Declaration of Restrictive Covenants shall become effective upon recordation in the public records of Miami-Dade County, Florida. All contracts and deeds or other instruments of conveyance relating to the property or any part thereof, as referenced in Exhibit A, shall contain reference to this covenant.

IN WITNESS WHEREOF, Carlisle Development Group, LLC has caused this Declaration of Restrictive Covenants to be executed by its duly authorized officers on the date and year first above-written.

CARLISLE DEVELOPMENT GROUP, LLC  
for-profit Florida corporation

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Carlisle Board Representative Signature

\_\_\_\_\_  
Witness Name Printed

Name: \_\_\_\_\_  
Carlisle Board Representative Printed Name

Title: \_\_\_\_\_  
Carlisle Board Member Title

\_\_\_\_\_  
Witness Signature

Attest: \_\_\_\_\_  
Matthew S. Greer, Manager  
Carlisle Development Group, LLC

\_\_\_\_\_  
Witness Name Printed

STATE OF FLORIDA :  
: ss  
MIAMI-DADE COUNTY :

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2011, before me an officer authorized to administer oaths and take acknowledgments personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me, or that produced the following identifications: \_\_\_\_\_ to be the \_\_\_\_\_, and \_\_\_\_\_ of Carlisle Development Group, LLC, for profit Florida corporation under the laws of the State of Florida, and in whose names the foregoing instruments is executed and that officer(s) severally acknowledge before me that (he/she) executed said instrument acting under the authority duly vested by said not for profit Florida corporation.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforementioned.

Notary Signature

(NOTARY SEAL/STAMP)

\_\_\_\_\_  
Printed Notary Name  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_

REF

**EXHIBIT "1"**

**The property includes the following:**

**Folio Number Parcel :** Info needed here via CAO

**Address:** ??????????, Miami, Florida XXXXX

**Owner:** XXXXXXXX

**Co-Use:** XXXXXXXX

*Legal Description:*

Info needed here via CAO

Info needed here via CAO

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