




Memorandum



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To: The Honorable Daniella Levine Cava, Mayor, Miami-Dade County
The Honorable Oliver G. Gilbert, III, Chair, Board of County Commissioners
and Members of the Board of County Commissioners

From: Felix Jimenez, Inspector General 

Date: April 26, 2023

Subject: OIG Final Report Regarding the Proposed Sale and Purchase of 23.85 Acres of County-owned Land to Homestead Town Center, LLC; IG 22-0004-O

As you may recall, on February 6, 2023, the Office of the Inspector General (OIG) issued a memorandum¹ regarding the proposed sale of 23.85 acres of County-owned land to Homestead Town Center, LLC (HTC) for \$12,466,872. The OIG issued the memorandum because there was the potential that the proposed sale would be added-on to the Board's agenda of February 7, 2023. Ultimately, it was not, and the memorandum served as an update on the status of the negotiations, which are not under the Cone of Silence.

Since that time, the OIG continued monitoring negotiations between County staff and HTC, as well as conducting due diligence. And while it is not clear when a final proposed contract will be placed on the Board's agenda for its consideration, we wanted to ensure that the OIG's independent and objective evaluation of the proposed agreement be furnished to the Board with ample time for review. As such, please find attached our second and final report on this matter. Please do not hesitate to contact me if you have any questions.

Attachment

Cc: Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
Edward Marquez, Chief Financial Officer
Jimmy Morales, Chief Operations Officer
Lourdes Gomez, Director, Regulatory and Economic Resources Department
Alex Muñoz, Director, Internal Services Department
Duane Mathis, Interim Director, Audit and Management Services Department
Yinka Majekodunmi, Commission Auditor, Office of the Commission Auditor
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Homestead Town Center, LLC

¹ [Click here to view the OIG's prior memorandum.](#)



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I. PREFACE

This report, as a draft, was provided on March 21, 2023, to Homestead Town Center, LLC (HTC); Messrs. Ahmand Johnson and Jossua Parini; and HTC's attorney, Mr. Eric Singer, a partner with Bilzin Sumberg. Each recipient had an opportunity to review the draft report and provide a written response. A written response from Mr. Singer, on behalf of HTC, was provided to the Office of the Inspector General (OIG) on April 4, 2023; it is attached to this report in its entirety (see Appendix A). A summary of Mr. Singer's response and our comments are presented in Section V of this report, which begins on page 21.

On April 3, 2023—one day before Mr. Singer provided a response to the OIG's draft report—Mr. Albert Dotson, managing partner with Bilzin Sumberg, sent the Board of County Commissioners (BCC), the Mayor, and the County Attorney's Office a letter responding to our February 6, 2023 Memorandum to the BCC.

In this April 3rd letter to the BCC, Mr. Dotson paints the OIG's oversight and due diligence as "biased" and questions the OIG's motive, asking: "*What is really driving the OIG's conduct.*" (Emphasis supplied by Mr. Dotson.) He also falsely accuses the OIG of demanding discriminatory clauses in the contract. County staff included a suggestion by the OIG that changes in ownership of more than 20% be approved by the BCC.¹ We fail to see how this provision can be interpreted as discriminatory. Further, as Mr. Dotson well knows from previous dealings with the OIG, we cannot demand or require—the OIG only makes recommendations that County staff can either accept or not.²

¹ While "assignment" of the contract requires BCC approval, selling ownership shares does not. In a recent County contract reviewed by the OIG, we noted that 100% of the ownership shares of a contracted entity sold to another party without any notice to the County. County staff did not know that the company had new owners until after the sale of the ownership shares was complete. This had the same effect as an assignment.

² Email dated February 9, 2023, from OIG Contract Oversight Supervisor Peter Liu to Real Estate Advisor Kristina Guillen, Office of Economic Development, asking for copies of the executed documents. Ms. Guillen responds that the documents are not ready because they [staff] added language that was being reviewed by the County Attorney's Office. Mr. Liu replies asking "Hey- sorry for the late question. What is being added?" Ms. Guillen responds on February 10, 2023, stating: "The agreement will be updated to address:

- That a change in corporate ownership over ___% must be made known to the County and only to an entity/person not on a number of "delinquent/barred" lists
- Some iteration of an identification of first tier contractors and if those change in the future must be under parameters similar to those listed above."

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Mr. Dotson falsely accuses the OIG as “demanding” a requirement that HTC “sign a notarized affidavit confirming that any substitute first-tier consultant is not a Disqualified Person, i.e., a person listed on a terrorist list, a debarred contractor or a person convicted of a Public Entity Crime.” Mr. Dotson claims that the OIG is subjecting HTC to unprecedented and demeaning requirements; however, the OIG had not suggested this contract language (see footnote 2). County staff included this provision as it is standard language in the procurement due diligence process.³

Mr. Dotson makes the claim that the OIG may retaliate against HTC and its team. This straw man fallacy is pure distraction. The OIG unequivocally states that this office does not retaliate or discriminate. We present our observations and evaluations objectively consistent with our charge to provide our assessment of proposed projects, programs, contracts, and transactions “to assist the [BCC] in determining whether the project or program is the most feasible solution to a particular need or problem...” Section 2-1076(d)(4) Code of Miami-Dade County.

Much of Mr. Dotson’s critique pertains to the timing of the OIG’s February 6th memorandum, wherein we noted the potential that the land sale could be added to the BCC’s February 7th agenda. That potential was very real as evidenced by email correspondence between County staff, the County Attorney’s Office, and the Commission Auditor on the Friday afternoon before the February 7th Board meeting.⁴ Had it actually been added to agenda, it would have in all likelihood required a waiver of County Implementing Order (IO) 8-4, as key information—the financing plan—had yet to be provided.

The OIG opined that the requirements of IO 8-4 should not be waived and that the item should not be considered “until RER, the Internal Services Department (ISD), and the Commission Auditor have reviewed all requested documentation and have had sufficient time to perform their reviews.” We also noted that in the event the item was not on the BCC agenda, the memorandum would serve as an update on the status of the proposed land sale.

Since the issuance of the February 6th memorandum, the OIG continued to monitor negotiations between County staff and HTC and continued our due diligence reviews.

³ Email dated April 19, 2023, from Real Estate Manager Jaqueline Lorenzo, Real Estate Development Division, Internal Services Department.

⁴ Emails dated February 3, 2023, between the Office of Commission Auditor and OED/RER, Subject: OCA Review Requested: Homestead Town Center Item in District 9 being prepared.

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Based on this due diligence, we provided a draft report to HTC and its attorney for review and comment. We are providing this final report, incorporating HTC’s response, to the Board for its consideration at this time.

II. INTRODUCTION & EXECUTIVE SUMMARY

On February 6, 2023, the Office of the Inspector General (OIG) issued a memorandum⁵ regarding the proposed sale of 23.85 acres of County-owned land to Homestead Town Center, LLC (HTC). The land, located at the southwest corner of the intersection between SW 280th Street and SW 127th Avenue, is intended for economic development and, as such, may be sold to HTC as a non-competitive conveyance pursuant to Florida Statutes Section 125.045. The proposed sale price of \$12,466,872 was derived from a prorated calculation, based on the Property Appraiser’s market value appraisal in 2022 of approximately 29.7 acres;⁶ the current proposed sale price is not the average of two independent market appraisals. ISD has not conducted independent appraisals of the 23.85 acres that compose the subject property.

In the fall of 2021, HTC proposed to County officials a container park entertainment project on the subject property. The proposed sale of the land includes a Declaration of Restrictions (DoR) imposed by the County that places conditions for a 15-year period to ensure that the land will be used for economic development purposes, and not for “an adult/strip club, for residential purpose or housing, as a shooting range, and/or as a funeral home.” Despite the litany of restrictions, the DoR allows HTC to petition the BCC—at any time prior to the expiration of 15 years—to modify the permitted uses to allow for residential development.⁷

The DoR will not allow residential development unless the County obtains a waiver of that encumbrance from the United States Air Force (USAF). According to the response from Mr. Dotson, mixed-use developments have been authorized under the federal regulations when residential housing supports the economic development activities of a project. If the Board wishes, the County may petition to amend its economic development application

⁵ At the time, there was the potential that the proposed sale might have been placed on the Board of County Commissioners’ agenda of February 7, 2023. The OIG noted that if the item was not on the agenda, [that memorandum](#) would serve as an update on the status of the negotiations.

⁶ \$12,466,872 is a prorated value of the 29.7-acre parcel (Folio No. 30-7902-000-0040).

⁷ The DOR is Exhibit 2 of the Contract for Sale and Purchase of the subject property. This provision is in Section 2.4(c).

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on file with the USAF to authorize a residential component of a mixed-use development on the subject property.

The OIG has been actively monitoring negotiations between HTC and County staff for the past year. We have noticed changes in HTC’s ownership composition and its project proposal, and we have continued to probe and make inquiries into HTC’s financial capacity to implement a container park entertainment facility of this scale.

In October 2022, HTC provided the County with an updated project proposal, where the container park is only designated to occupy 7.25 acres of the subject property.⁸ The updated project is a live-work-play concept involving a Phase II that consists of a mixed use development, containing between 775 and 1,200 residential units, while requiring parking for 1665 to 2400 vehicles.⁹ According to HTC’s schedule, Phase II is slated to commence forthwith, as the first sites with residential units will be ready within 18 to 24 months.¹⁰ *“Additionally, within 90 days of execution of purchase and sale agreement HTC shall submit to Miami-Dade County ISD a revised Phase II schedule reaffirming 1. commencement of construction dates (once permits are obtained) 2. completion of construction date 3. [d]ate which operations will begin.”*¹¹ (The Updated Project Proposal is attached as **OIG Exhibit 1.**)

The OIG has conducted open-source research on the parties involved and, since our interim report, conducted more extensive due diligence. Moreover, in the last six weeks, the County’s Office of Economic Development (OED) in the Regulatory and Economics Resources Department (RER) has finally received information from HTC regarding its financing plan. On February 28, 2023, HTC provided Letters of Intent (LOIs) from Centennial Bank for a \$40 million commercial loan (guaranteed by a First Real Estate Mortgage on the 23.85-acre parcel) and a \$16 million commitment from private equity investment firm, Cider Moon Investment Group LLC (Cider Moon), for a 50% equity stake in HTC. We note that Cider Moon, headquartered in Montvale, New Jersey, states that it

⁸ On October 14, 2022, HTC submitted an updated proposal to OED. (Attached as Exhibit 1) See page 53 for HTC’s own assessment that the Container Park is a loss leader that necessitates HTC to recoup its principal investment through the multi-phase development. Moreover, while HTC intends to “transition some of the container elements into the park over time . . . the entertainment components of the Phase One container village need to be balanced with the quiet enjoyment demands of the residents.” Id at page 32.

⁹ Id. at page 32 for the residential units and parking spaces ranges.

¹⁰ Id. at page 30 for the expected build out schedule.

¹¹ Id. at page 52.

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is “a privately owned and operated commercial real estate investment firm that owns and operates multi-family value-add assets in specific, high-growth markets in the Southeast where there are immense opportunities to create value for our investors.”¹²

On February 28, 2023, HTC emailed County staff and included an electronic file entitled “HTC Project Financing Plan for Miami-Dade County FINAL.pdf.” The project information in this 3-page document, dated February 1, 2023, indicates the project would only be a “work-play” concept. **(OIG Exhibit 2)** All references to residential units have been removed. It is not clear whether this latest HTC document supersedes or supplements its earlier-furnished updated Project Proposal. According to the latest document, there will be 47 containers and other facilities (including mini-golf, futsal fields, a covered amphitheater, dog park, kids’ playgrounds, farmers market, and more) on the 23.85-acre site with \$18,735,209 in hard and soft costs not including cost for the land. There is no mention of the mixed-use development to include both commercial and residential units in this document. If we are to believe HTC’s earlier statements about the container park being a loss leader (see footnote 8 and full excerpt on page 17), then we must question this project’s financial stability.

Regarding ownership, direction, and control, Mr. Ahmand Johnson only recently disclosed that HTC (a Florida company) is in actuality 100% owned by Homestead Town Center Investment Partners, LLC (HTCIP) (a Delaware company). Mr. Johnson and Mr. Jossua Parini are equity shareholders in HTCIP. The OIG has also sought to independently vet HTC’s current financial capabilities with respect to payments made by HTC to Miami-Dade County and other project-related expenditures.

Considering HTC’s October 2022 Updated Project Proposal, the OIG questions whether a non-competitive sale of 23.85 acres of County land, in the current form of the Contract for Sale and Purchase and DoR, is in the best interest of the County. The land is encumbered with a restriction from the federal government that disfavors residential development. As noted in correspondence to the Board from Mr. Dotson, “there is a clear distinction between projects with only residential uses and mixed-use developments with a residential component to create live-work-play communities.” Mr. Dotson cites several examples of mixed-use conveyances that have been authorized under federal regulation.

If it is the BCC’s collective judgement that mixed-use development with a residential component on the subject property is in the best interest of the County, then the County should first seek authorization/clarification from the USAF to lift the current encumbrance

¹² See www.cidermooninvestments.com, Home Page.

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that disfavors residential development. If such authorization is secured, then the County should obtain new appraisals to determine the fair market value of the subject property. The BCC could then decide whether to open the process to competitive bids or pursue HTC's prior mixed-use development proposal.

After a brief background, the remainder of this memorandum provides additional OIG observations related to the ownership composition, related corporate entities, and financial condition of HTC.

III. BACKGROUND

In our [memorandum of February 6, 2023](#), we laid out the chronology of events resulting in the Mayor's Veto, which was sustained on February 1, 2022 when a motion to overturn said veto failed. In her veto message, the Mayor wrote:

I remain open and committed to collaborating with the Board on maximizing the benefit to the public on this site. Based on the Board's preference, I stand ready to continue our negotiations on the remaining parcel not needed for transit, or to initiate competitive procurements on an expedited basis so we can achieve both our transportation and our economic development objectives quickly and transparently.

Thereafter, direct negotiations ensued on a smaller parcel—the subject 23.85 acres—thereby allowing the remainder of the land to be used for transit needs.¹³ As described in our first memorandum, the negotiations took on a two-phased approach. Phase 1 involved agreeing to a Permit Agreement to facilitate temporary use of the property and Phase 2 was the concurrent negotiations for the sale and purchase of the land. The Permit Agreement was executed on September 14, 2022. (In Section IV(C) of this memorandum, we will discuss our concerns regarding HTC's payment of the permit fees.)

The rationale for the dual approach was because HTC intended to have a container park ready for the October 2022 NASCAR event. After that event passed, HTC indicated that it could have container facilities ready for the April 2023 Air Show at the Homestead Air Reserve Base. No containers have been placed on the facility to date. The OIG and County staff inquired about the containers' whereabouts. HTC, in November 2022, provided a copy of a sales agreement with Giant Containers showing the purchase of 22 containers; HTC also provided County staff with a copy of a wire transfer evidencing that

¹³ The original proposed conveyance to HTC was for two folios totaling 46.6 acres.

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a downpayment of \$388,000 was made in June 2022. The wire transfer had the identity of the remitter redacted. (The remitter, originating bank, and source of funds will be further discussed in Section IV(C) of this memorandum.)

Since our February 6th memorandum was issued, negotiations towards finalizing an agreement have ensued. On March 15, 2023, HTC, through its legal representative, returned a redlined Sale and Purchase Contract and DoR. As per an earlier email sent by County staff on March 8, 2023, they reminded HTC that the contract documents would still need to be reviewed by the County Attorney’s Office and the Mayor. The OIG notes that pursuant to IO 8-4, the Commission Auditor is also required to independently review and comment on the proposal to lease or sell County property.

IV. OIG OBSERVATIONS

A. HTC’s Changing Ownership Composition

The initial proposal received by OED/RER¹⁴ showed that HTC was comprised of five equity partners. In its January 18, 2022 memorandum, OED/RER evaluated the Project, as well as the Proposer/Development Team. OED/RER commented that the Team did not appear to have much experience in the type of project being proposed, citing only two individuals, Timothy Dunlap and Rekha Kanhai, as having some professional backgrounds related to this type of project—which at that time, was solely a container park and entertainment complex. Subsequent updates to the project proposal and Ownership Disclosure Affidavits revealed the number of equity partners have been reduced from the original five individuals down to only two, as illustrated in Table 1 below.

Table 1
History of Partner/Ownership for Homestead Town Center, LLC

<ul style="list-style-type: none">• Initial Proposal received by OED/RER (late 2021):<ul style="list-style-type: none">○ Five partners identified: Ahmand Johnson, Jossua Parini, Yrene Tamayo, Joanne Broders, and Timothy Dunlap. (Rekha Kanhai is listed but not as a partner)○ Equity ownership percentages were not disclosed○ Homestead Town Center Investment Partners, LLC is listed on the State of Florida, Division of Corporation’s website, Sunbiz, as the Manager • Ownership Disclosure Affidavit, 10/14/2022<ul style="list-style-type: none">○ Three equity partners listed: Ahmand Johnson (84%), Jossua Parini (8%), and Yrene Tamayo (8%)○ Joanne Broders and Timothy Dunlap are removed from the October 2022 Updated Project Proposal

¹⁴ The initial proposal is undated, but we are aware that OED/RER obtained it sometime in December 2021. This initial proposal was the basis of OED/RER’s January 18, 2022 memorandum.

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- **Ownership Disclosure Affidavit, 11/29/2022**
 - Two Equity Partners are listed: Ahmand Johnson (92%) and Jossua Parini (8%)
 - Yrene Tamayo is removed as a partner

- **Ownership Disclosure Affidavit, 4/3/2023**
 - HTCIP, LLC (100%)
 - *Ahmand Johnson (92%) and Jossua Parini (8%) equity ownership in HTCIP

In our February 6th memorandum, the OIG noted that assignment of the contract requires BCC approval, but there was no requirement—of BCC notification or approval—if the equity partners of HTC sold their shares to another entity. The contract would still be with HTC and HTC would still own the land, but the equity partners could all be different. We made a suggestion—that County staff concurred with—to require BCC approval prior to any changes involving 20% or more of ownership shares. County staff added this requirement and HTC rejected it. Later, HTC proposed an alternative whereby Messrs. Ahmand Johnson and Jossua Parini shall retain a controlling interest in HTC, unless otherwise approved by the Board. However, a “controlling interest” is defined as only 10% equity interest and directly or indirectly conducting the day-to-day management of HTC. It also requires the inability of other members to make binding decisions, except for major decisions. The term “major decisions,” however, is undefined.

It will be several years before the project, as envisioned, will be completely built out. The County deserves to know who it is doing business with. The OIG stands by our original recommendation that any final contract contain a provision that requires BCC approval for ownership changes involving 20% or more of the ownership shares and that this requirement should be kept in place while the DoR is in effect.¹⁵

¹⁵ The OIG learned that County staff asked its financial consultant, PFM Financial Advisors, LLC, for its opinion on the reasonableness of the OIG’s suggestion. While PFM discussed such requirements based on whether the transaction was a long-term lease or a sale, it opined that “if the developers are agreeing to this side agreement for 15 years, then a notification to the county for any sale of interests seems appropriate, as long as the ‘county’s approval is not unreasonably withheld’ and isn’t a way for the county decision-makers (whom may or not be the same ones that entered into it) to retrade the deal. The primary issue to be concerned about is whether majority ownership or controlling interest turns completely over with a series of 20% transactions. That would be a reasonable concern for the county—to ensure that the original parties they entered into the agreement with were still there at the end of the 15 years.” Email dated March 22, 2023, from Sergio Masvidal, PFM Financial Advisors, to Real Estate Advisor Kristina Guillen, Office of Economic Development.

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B. Relationship Between HTC LLC and HTCIP LLC

The Board should be aware of the shifting ownership disclosures from HTC and the role of HTCIP. In response to questions about the relationship between HTC and HTCIP, Mr. Ahmad Johnson sent an email to County staff on October 28, 2022.

As to your question regarding HTC's organizational structure, Homestead Town Center Investment Partners is merely an entity established to embody the interests of our prospective investment partners, none of which are foreign to the US, enemies of the State, or otherwise sanctioned or watch-listed. Given that there will be no such investment or correlative interest in HTC until after the PSA is signed, the current ultimate beneficial ownership of both entities consist of myself, Jossua Parini, and Yrene Lambert (Tamayo).

HTC also provided County staff with a Limited Liability Corporation Agreement (LLCA) for HTCIP. That document, electronically signed on November 29, 2022, which has since been superseded with an amendment dated February 9, 2023,¹⁶ showed Mr. Johnson having a membership interest of 92% and Mr. Parini having a membership interest of 8%; however, the capital contributions by the two equity members were \$84 and \$8, respectively.

As a result, the OIG continued its due diligence to gain a better insight into HTCIP. Revelations gained from that due diligence are illustrated in Table 2, on the next page.

¹⁶ The LLCA was amended after the OIG in its February 6, 2023 memorandum identified a Mr. Herbert Battle as being identified as the Manager of HTCIP. Thereafter, OED/RER also inquired into Mr. Battle. Mr. Johnson responded that he had used an unrelated document to draft HTCIP's LLCA and had inadvertently neglected to replace the name of Herbert Battle in Section 3.04. The Amendment to the LLCA corrects this error. As the OIG had listed Mr. Battle on our Schedule A to our February 6, 2023 memorandum, we have corrected it here in accordance with the recent amendment and the latest Ownership Disclosure Affidavit submitted to the County. See **Revised Schedule A**.

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Table 2
Comparison Between
Homestead Town Center, LLC and Homestead Town Center Investment Partners, LLC

Homestead Town Center, LLC	Homestead Town Center Investment Partners, LLC
<ul style="list-style-type: none"> • Incorporated in Florida on 10/07/2021 <ul style="list-style-type: none"> ○ Reg. Agent: Northwest Registered Agent, LLC ○ Auth Rep: Kaven Jean-Charles ○ MGR: Homestead Town Center Investment Partners, LLC ○ No other individuals listed on the Articles of Incorporation • 2022 Annual Report filed on 03/15/2022 <ul style="list-style-type: none"> ○ Reg. Agent: Northwest Registered Agent, LLC ○ Auth Rep: Ahmand Johnson ○ Kaven Jean-Charles is deleted. ○ MGR: Homestead Town Center Investment Partners, LLC ○ No other individuals listed in filing with the State of Florida, Division of Corporations (Sunbiz) 	<ul style="list-style-type: none"> • Incorporated in Delaware on 10/04/21 <ul style="list-style-type: none"> ○ Reg. Agent: Harvard Business Services, LLC ○ Auth Rep: Kaven Jean-Charles ○ MGR: Kaven Jean-Charles ○ No other individuals listed in documents filed with Harvard Business Services. • 2022 Delaware Franchise Fees paid on 05/15/2022 by Kaven Jean-Charles • Per the Limited Liability Company Agreement (LLCA) provided to the OIG <ul style="list-style-type: none"> ○ Effective on 10/04/2021, the members are: Ahmand Johnson (92%) and Jossua Parini (8%). The LLCA lists both Ahmand Johnson and Herbert Battle as Managers. This document was electronically signed on 11/29/2022 over one year after the effective date. ○ Effective on 02/13/2023, the Agreement is amended to remove the name of Herbert Battle.
Information obtained from State of Florida, Division of Corporations' website, Sunbiz	Information obtained from Harvard Business Services, LLC and Homestead Town Center, LLC

Unlike the State of Florida, Division of Corporations, the State of Delaware, Division of Corporations does not require entities desirous of incorporating in Delaware to provide information such as names of corporate officers, directors, managers, etc. The State of Delaware, Division of Corporations provides information only as to the existence of a registered entity and the name of the registered agent. That registration information is maintained by the registered agent. For HTCIP, the registered agent is Harvard Business Services, LLC (HBS).

The OIG obtained records from HBS indicating that:

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- On October 4, 2021, Kaven Jean-Charles initiated on-line contact with HBS regarding the formation of HTCIP.
 - A payment of \$479.00 was made to HBS from a payment card registered in the name of Mr. Jean-Charles (Visa, ending ***2384). The memo note was “Incorporation Receipt.”
 - Mr. Jean-Charles is the only name listed for Member and Contact. The mailing address is 3250 NE 1st Avenue, Suite 305, Miami, FL 33137. This is the same as Bear Atlantic Group, LLC and Manifezt Foundation Incorporated.¹⁷ The contact email address provided to HBS is kaven@bearatlantic.com
- On October 5, 2021, HBS sent an email to kaven@bearatlantic.com with the message “Congratulations on forming Homestead Town Center Investment Partners, LLC!”
- On November 9, 2021, a payment of \$99.00 was made to HBS with a payment card registered in the name of Mr. Jean-Charles (Visa, ending ***3155). The memo note was “Mail Forwarding.”
- On May 15, 2022, a payment of \$349.00 to HBS for franchise taxes with a payment card registered in the name of Mr. Jean-Charles (Visa, ending ***2384).
- On November 23, 2022, a payment of \$90.00 to HBS with a payment card registered in the name of Mr. Jean-Charles (MasterCard, ending ***8894).
- Four (4) payments totaling \$1,017.00 were made to HBS using 3 different payment cards, all registered in the name of Mr. Jean-Charles.

The information provided by HBS shows that all correspondence was to an email address associated with Kaven Jean-Charles at Bear Atlantic Group, LLC. All fees and charges

¹⁷ The Manifezt Foundation Inc. is an IRS 501(c)(3) organization that hosts STEM educational events for underserved students in Miami-Dade County. Pursuant to a Lease Agreement with the County, the Manifezt Foundation leases and operates the County-owned Larcenia J. Bullard Plaza in Richmond Heights as a business incubator. The lease is for 30 years. The Manifezt Foundations pays \$1 per year for the lease and receives operating expense reimbursements up to \$451,868 per year for the duration of the lease. (See [Resolution No. R-746-21](#)) Kaven Jean-Charles is the President of the Manifezt Foundation and the CEO/Manager of Bear Atlantic Group, LLC, a private consulting firm. The Manifezt Foundation and the Bear Atlantic Group share the same business address.

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were paid with payment cards registered in the name of Kaven Jean-Charles. Nowhere in any of the documents provided by HBS are the names of either Ahmand Johnson or Jossua Parini. Mr. Jean-Charles is the only name listed with the registered agent, HBS, as being affiliated with HTCIP.

Mr. Jean-Charles was also the original incorporator of HTC in the State of Florida. This fact was also noted in OED/RER's memorandum of January 18, 2022. Mr. Jean-Charles does not appear in any of the Ownership Affidavits, nor is he identified as a First Tier Consultant to HTC.

On February 13, 2023, the OIG met with Mr. Jean-Charles to seek information about his participation in HTC and HTCIP. Mr. Jean-Charles stated that he is engaged as a consultant by Mr. Johnson to set up the business for them because he (Mr. Johnson) did not know how to do it. He said that he filed all the incorporating documents and opened a bank account for HTC. He also handles some of the business issues for the project. He stated that he does not have any ownership interest in either HTC or HTCIP but is paid a monthly retainer by Mr. Johnson.

Adding to these inconsistencies is an email response from HTC's legal representative to OED/RER on February 15, 2023 referencing HTCIP as the "owner and member of Homestead Town Center, LLC."¹⁸ Nowhere in HTC's first three Ownership Disclosure Affidavits (three had been submitted to the County prior to the latest on April 3, 2023) has HTCIP—the Delaware company—been identified as the owner.

The OIG notes that it was only after receiving a copy of this draft report that Mr. Johnson, on April 3, 2023, submitted a new Ownership Disclosure Affidavit to the County. The affidavit (included in Appendix A as an exhibit to HTC's response) states that HTC (the Florida company) is 100% owned by HTCIP (the Delaware company), and that HTCIP is owned by Mr. Johnson (92%) and Mr. Parini (8%). (See Revised Schedule A).

C. Financial Contributions on behalf of HTC

Given questions about HTC's financial capacity and HTC's statements about how it will—after the BCC approves the purchase—find investment partners, the OIG's due diligence examined how HTC was meeting its current financial obligations. Pursuant to County policy embodied in IO 8-4, an entity's "financial condition" is directly relevant on whether the party is a "responsible entity."

¹⁸ Email from Eric Singer to Kristina Guillen et al. on February 15, 2023.

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As of February 1, 2023, HTC’s payments to the County under the Permit Agreement total \$192,705.83. These payments were remitted from a checking account at Mercury.¹⁹ Documents obtained by the OIG reflect that an early deposit into the Mercury account, in the amount of \$150,000, came from The Fidelity Health Care Group, LLC, (a Georgia company) on October 27, 2022. Immediately thereafter, two payments totaling \$108,880.83 were wire-transferred to the County for overdue payments pursuant to its Permit Agreement.

On December 28, 2022, \$41,000 was remitted to the Mercury account by Jossua Parini; on the same day, \$40,775 was wire transferred to the County for outstanding receivables. On February 1, 2023, a deposit of \$49,000 was again made by Jossua Parini with a memo note stating “Loan 2.” Similarly, on the same day, a payment of \$43,050 was made to the County. These cash infusions are the only ones attributed to a named owner/partner of HTC/HTCIP. The other sources of capital come from third parties neither listed as investors nor first-tier consultants. Details on payments made to the County are shown below in Table 3.

Table 3
HTC’s Payment History to Miami-Dade County Pursuant to the Permit Agreement
September 14, 2022, to February 1, 2023

Date	Description	Payments Due	Payments Made	Balance	Comments
09/14/22	Security Deposit	\$10,000.00		(\$10,000.00)	
09/14/22	Monthly Rental	19,833.33		(29,833.33)	
09/14/22	Sales Tax	1,289.17		(31,122.50)	
10/01/22	Monthly Rental	35,000.00		(66,122.50)	
10/01/22	Sales Tax	2,275.00		(68,397.50)	
10/06/22	Late Fees Sep. & Oct.	5,483.33		(73,880.83)	
10/28/22	Payment/Mercury	0.00	\$100,000.00	26,119.17	Funded with a \$150,000 deposit by The Fidelity Health Care Group, LLC, a Georgia Corporation, to the Mercury account.
10/31/22	Payment/Mercury	0.00	8,880.83	35,000.00	

¹⁹ [Mercury](#) is a financial technology company, not a bank; banking services are provided by Choice Financial Group and Evolve Bank & Trust®; Members FDIC. A financial technology company, a.k.a. “fintech,” describes any business that uses technology to modify, enhance, or automate financial services for businesses or consumers.

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Date	Description	Payments Due	Payments Made	Balance	Comments
					Includes payment of November's rental fee.
11/01/22	Monthly Rental	35,000.00		0.00	
11/01/22	Sales Tax	2,275.00		(2,275.00)	
12/01/22	Monthly Rental	35,000.00		(37,275.00)	
12/01/22	Sales Tax	2,275.00		(39,550.00)	
12/06/22	Late Fee Dec.	3,500.00		(43,050.00)	
12/28/22	Payment/Mercury	0.00	40,775.00	(2,275.00)	Funded with a \$41,000 deposit by Jossua Parini to the Mercury account.
01/01/23	Monthly Rental	35,000.00		(37,275.00)	
01/01/23	Sales Tax	2,275.00		(39,550.00)	
01/06/23	Late Fee Jan.	3,500.00		(43,050.00)	
02/01/23	Payment/Mercury		43,050.00	0.00	Funded with a \$49,000 deposit by Jossua Parini to the Mercury account.
	Totals	\$192,705.83	\$192,705.83	0.00	

Sources: Miami-Dade County Internal Services Department and Mercury.com

In gauging HTC's readiness to move forward with the container park project, the County asked for documentation on the status of acquiring containers. On November 10, 2022, HTC provided an email containing two attachments.

The first attachment is a copy of a Giant Containers' sales contract, executed by Ahmand Johnson on June 12, 2022, in the amount of \$770,000 for 21 containers of various sizes. The contract required a 50% down payment within 10 days of signing the contract.

The second attachment is a copy of a Chase wire transfer transaction, dated June 14, 2022, to Giant Containers for \$388,000.00.²⁰ On this document, the name of the remitter was redacted, showing only the last four digits of the account number as (...0716) as shown in the excerpt on the next page.

²⁰ The OIG did not find any evidence that the balance due on the Sales Contract price was paid. Furthermore, despite repeated requests, HTC has not disclosed the storage location of the containers.

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11/20/22, 2:49 PM Wire activity - chase.com

CHASE *for* **BUSINESS**
Printed from Chase for Business

Wire date	Status	Wire to	Transaction number	Transfer amount	Amount
Jun 14, 2022	Completed	GIANT CONTAINERS	5339689651	\$388,000.00	\$388,000.00 USD

Wire to GIANT CONTAINERS (...6074)

Wire from [REDACTED] (...0716)

Through our independent due diligence efforts, the OIG determined that the payment was made from a Bear Atlantic Group, LLC, Chase Bank checking account, for which Mr. Kaven Jean-Charles is the only authorized signatory. The OIG also determined that earlier on the same day, a transfer deposit of \$400,000 was made to the Bear Atlantic account from The Fidelity Health Care Group, LLC, (The Fidelity Health Care Group) to fund the down payment. This is the same Georgia company that would later deposit \$150,000 to the Mercury checking account.

As of October 27, 2022, The Fidelity Health Care Group, a Georgia company, has provided majority funding in the amount of \$550,000 for HTC's start-up costs. The Fidelity Health Care Group was organized in the State of Georgia on June 15, 2015, by Qaran Glenn.²¹ In Florida, the Division of Corporations' online records (Sunbiz) shows that The Fidelity Health Care Group Florida, LLC, was organized on August 20, 2020, by Ahmand R. Johnson, Esq. The LLC members are listed as Qaran Glenn and Ahmand R. Johnson; this LLC was subsequently administratively dissolved on September 23, 2022.

While there may be no requirement to disclose loans, The Fidelity Health Care Group's start-up contributions to HTC is not acknowledged or mentioned in HTC's Project Financing Plan nor in any of the Ownership Disclosure Affidavits. It is not clear whether Mr. Qaran Glenn is an investor and/or will have a future equity interest in HTC.

D. HTC's Financing Plan

On February 28, 2023, HTC provided County staff with information regarding its financing plan. In its email to OED/RER staff, HTC supplied six attachments. One attachment was

²¹ The Fidelity Health Care Group, LLC is a not affiliated with another Georgia company named Fidelity Health Care, LLC.

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a 3-page document entitled *HTC Project Financing Plan for Miami-Dade County*. Two other documents were news articles of a Toronto, Canada outdoor shopping market area dubbed “Stackt” comprised of temporary shipping containers.²² A fourth document was a Certificate of Insurance from The Hartford. The last two documents were Letters of Intent (LOIs) from the Cider Moon Investment Group, LLC (Cider Moon), dated February 1, 2023, and Centennial Bank, dated February 23, 2023. In those letters, Cider Moon proposed an equity investment. Centennial proposed a basic commercial loan.

HTC Project Financing Plan

In this latest document, provided to County staff on February 28, 2023, the project is no longer described the project as a live-work-play mixed-use development. **(OIG Exhibit 2)** All references to residential units have been omitted. As depicted in this document, the container park will be comprised of 47 repurposed shipping containers, for arts, culture, food and beverage, and retail. There will be four futsal fields, a mini golf course, a covered amphitheater, a dog park, a farmers market, kids’ playgrounds, outdoor gym/fitness area, and more. The total project cost, including land acquisition from the County, will be upwards of \$34.3 million.

It is unclear whether this latest project description supplements or supersedes the project proposal of October 2022. What is clear is HTC’s statement, made less than four months earlier, that a container park will be a loss leader. Contained in its 56-page Updated Project Proposal is a section containing fifteen (15) miscellaneous compliance responses. One of those responses, Response No. 10, addresses the financial viability of the project. The entirety of Response No. 10 is presented on the next page.

²² The Stackt marketplace consists of 120 containers, many of which are stacked two and three stories high. The development was built in 2019 on 2.4 acres / 2 city blocks. Both news articles highlight that the containers are temporary and can be moved easily to a new location at any time. The only connection with the HTC project is that the same vendor, Giant Containers, supplied the containers.

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Misc Compliance Responses

10. **Order 8-4 Compliance:** HTC estimates the initial multi-phase development cost to total \$235 million, excluding any costs for potential environmental assessment and remediation. Phase I (temporary container park) has been allocated 7.25 acres and will cost \$5.89 million inclusive of property management and maintenance budget to sustain the container park operations throughout the phased based construction. HTC has modeled Phase I (Temporary Container Park) as a lost leader and projects the HTC will not be able to recoup the principal investment of \$5.89 million unless absorbed into the multi-phase development. The multi-phase mixed-use Development Sites 1 through 8 requires a minimum investment of \$238 million of which is estimated to be \$177 million of hard cost, \$26 million of soft cost, and a carrying cost of \$8 million. HTC has intentionally modeled a phase-based development with regional considerations inclusive of infrastructure, transit, and supply chain (materials) to align with our proposed absorption rate models. HTC intends to finance this project with a combination of institutional debt (construction financing and long-term), municipal financial support (as available), federal tax credits, and principal equity contributions. Built into our financing structure will be sufficient debt service and operating expenses to allow for a reasonable lease up period until stabilization, as well as a capital repairs reserve for future obligations. HTC intends to stabilize each development site as illustrated in the phase-based approach and proceed with a permanent debt against the facilities, which will enable long-term fixed interest rate.

This projection—that the container park would be a loss leader—was made when the temporary container park was only estimated to cost \$5.9 million. The latest February 2023 project description shows that, excluding land acquisition, the container park will cost \$18.7 million. The OIG is concerned about HTC’s inconsistent and shifting positions.

Cider Moon Investment Group

The OIG notes that HTC’s Project Financing Plan for Miami-Dade County, dated February 1, 2023, shows a total projected cost of \$34,301,601. The initial source of funding will be an equity investment of \$16 million from Cider Moon to be further supplemented with Centennial Bank’s debt financing for up to \$40 million. Thus, the OIG’s understanding is that Cider Moon will receive 50% equity partnership in return for a \$16 million capital investment, the majority of which will be used for the land acquisition.

Cider Moon’s LOI, dated February 1, 2023, states:

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1. **Properties, Transaction, Equity Investments, and Partners Description:** CM will invest into an individual partnership or limited liability company (for purposes of this LOI, the "Partnership"), in exchange for a Limited Partnership Interest in HTC.

The total required equity for the Project is anticipated to be \$16,000,000.00, subject to the final costs, expenses and debt quotes, which shall be funded by CM in exchange for its limited partnership interest in HTC.

The Property consists of 1 parcel located on Miami-Dade Folio #30-7902-000-0040.

2. **Partnership Structure:** Homestead Town Center Investment Partners LLC will remain responsible for the day-to-day management and control of HTC, as its general partner or managing member. CM will obtain a 50% limited partnership interest in HTC in exchange for the required equity contribution. Homestead Town Center Investment Partners will own the other 50% interest in HTC as the general partner.

The revelations in Cider Moon's LOI raises issues to be considered by the Board.

- Cider Moon's equity investment of \$16 million is more than sufficient for the purchase price of the entire 23.85 acres of County-owned land. Yet, Cider Moon is willing to accept 50% equity in the project.
 - The County initially sought the market value (\$13,994,178) for the property but made concessions due to the unique nature and approach to economic development and agreed to the Property Appraiser's value of \$12,466,872. This was a decrease of approximately \$1.5 million.
- Cider Moon's 50% equity ownership would be effective once its equity investment is made beginning at the Effective Date when a down-payment is required and the balance at Closing of Sale. Disclosing the proposed sale/transfer of 50% equity ownership, at this late stage, may not permit sufficient time to conduct due diligence pursuant to Implementing Order IO 8-4. The BCC is being denied the ability to know with whom it is doing business.

The OIG first learned of Cider Moon's potential involvement on February 28, 2023. Since then, the OIG has been able to conduct limited due diligence on this recently introduced

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entity. Records from the State of New Jersey, Division of Revenue and Enterprise Services, obtained by the OIG, indicate that:

- 01/08/2018 - Cider Mill Investment Group, LLC, registered. Christopher Mooney listed as Member/Manager.
- 02/08/2018 - Article 7 Amended to add Nicole Mooney, Treasurer.
- 06/13/2018 - Name changed to Cider Moon Investment Group, LLC.
- 10/19/2022 - Registered Agent changed to Christopher Mooney.

[Cider Moon's website](#) states that *"Cider Moon Investment Group LLC is a privately owned and operated commercial real estate investment firm that owns and operates multi-family value-add assets in specific, high-growth markets in the Southeast where there are immense opportunities to create value for our investors."*

Cider Moon's \$195 million portfolio of properties are listed on its website as:

Single-Family Residences

Westchester, NY	\$50 million
Southampton, NY	\$30 million

[Multi-Family and Student Housing](#)

1,450 units in Georgia, North Carolina, Tennessee, Louisiana, and Florida ²³	\$115 million
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On its website's [Opportunity page](#), Cider Moon states that *"There are the four main ways in which we aim to create significant return for our investors."* Listed as the first "way":

- 1. Forced appreciation through increasing rents, decreasing expenses, and implementing other sources of income providing new equity in the property.*

As part of its strategy for obtaining significant returns for its investors, Cider Moon's website states:

²³ On March 3, 2023, OED/RER requested HTC to provide evidence of Cider Moon's registration with Sunbiz (Florida Division of Corporations). On the same day, HTC responded "Accordingly, the diligence you have requested with Cider Moon is not customary, and we cannot ask Cider Moon to register to do business in Florida simply to hold a passive equity interest, which as we noted previously, is expressly exempted from the registration requirement. (See F.S. 607.1501(k) & (l))." It is noted that their portfolio claims multi-family & student housing in a number of states, including Florida.

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We target properties that can be acquired at 50-80% of their ARV [after repair value] in the current economy. The properties that we pursue generally consist of some or all of the following value-add components:

- 1. Little to moderate cosmetic renovation work*
- 2. Apartments are leased significantly below market value*
- 3. Have negative tenant issues*
- 4. Poor ownership and management*
- 5. Unnecessarily high operating expenses*

Cider Moon’s stated experience is centered on the acquisition of existing properties that require “little to moderate cosmetic renovation work.” There is no mention of any experience in the development or construction of commercial properties or entertainment facilities, i.e., container parks.

Centennial Bank

Centennial Bank’s LOI, dated February 28, 2023, states that it intends to “[e]stablish terms and conditions for financing up to \$40 million for the Homestead Town Center Development.” The collateral would be a First Real Estate Mortgage on the subject 23.85-acre parcel located at the southwest corner of SW 280th Street and SW 127th Avenue.

BORROWER:	Homestead Town Center LLC (Florida EIN 88-0929188)
CO-BORROWER:	Homestead Town Center Investment Partners, LLC (Delaware EIN 88-0949423)
OWNERSHIP:	Mr. Ahmand Johnson & Jossua Parini. Principles of Homestead Town Center Investment Partners, LLC

Last, we note that both Cider Moon’s and Centennial Bank’s LOIs lack any project description. Cider Moon’s LOI only refers to acquisition of the property, but there are no references as to what will be built on the property. Centennial Bank’s LOI refers to HTC’s Development Project, but again, there is no project description.

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V. HTC's RESPONSE TO THE DRAFT REPORT & OIG COMMENTS THEREON

On March 21, 2023, the OIG provided HTC, Messrs. Johnson and Parini, and its attorney, Mr. Singer, with a draft copy of this report. Mr. Singer, on behalf of HTC, submitted a written response to the OIG on April 4, 2023, consisting of a 9-page letter and two exhibits (A & B). HTC's full response to the OIG (18 pages) is found in Appendix A of this final report. In brief, HTC provides a preliminary statement taking issue with the OIG's interim memorandum issued on February 6, 2023, and how we conduct due diligence fieldwork. HTC's responses to the concerns raised in the [draft] Report are summarized into four points. The remainder of the response elaborates on those four areas, tracking the OIG report structure.

Below, the OIG summarizes HTC's preliminary statement and quotes verbatim HTC's four key points, and provides our comments thereon.

HTC's Preliminary Statement: HTC expresses its "sincere disappointment" with the OIG regarding the February 6th memorandum and that the OIG only requested to meet with HTC after the interim memorandum had already been issued and after OIG representatives met with Mr. Kaven Jean-Charles in an unscheduled meeting without notifying counsel.

OIG Comments: The OIG often sends memoranda to the Board on pending agenda items that are not first issued as a draft. In these cases, as with our February 6th memorandum, the subject of the memorandum was the negotiations process culminating in a potential contract award. In that February 6th memorandum, the OIG's main concern was the rush to finalize a substantial land deal without adhering to all the requirements of IO 8-4. As detailed in the email correspondences between County staff, the County Attorney's Office, and HTC, in the two weeks prior to February 6, 2023, there was a rush to complete the contract documents all while County staff kept asking for missing items—namely HTC's financing plan and financing letters of intent from financial institutions. On the Friday before the February 7th Board meeting, the draft contract documents were sent to the Commission Auditor for an expedited review noting the possibility that the item could be placed on the February 7th agenda.²⁴ The Commission Auditor replied noting "For now, our primary concern is that there may not be sufficient time to complete the appropriate

²⁴ Email from Kristina Guillen to Commission Auditor Yinka Majekodunmi et al.; Subject: OCA Review Requested: Homestead Town Center Item in District 9 being prepared; Sent Friday, February 3, 2023, at 12:16 pm.

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due diligence for the February 7th BCC meeting.”²⁵ The OIG concluded our February 6th memorandum with the statement: “This matter should not be considered by the BCC, until RER, the Internal Services Department (ISD) and the Commission Auditor have received all requested documentation and have had sufficient time to perform their reviews.” Under the circumstances, the OIG felt compelled to inform the Board immediately.

The decision to interview Mr. Kaven Jean-Charles before requesting a meeting with HTC was to better understand his role in this project. After issuing our February 6th memorandum, we learned that Mr. Jean-Charles was substantially involved in procuring the containers. HTC had redacted the source of the payment for the acquisition of the containers and the OIG had subsequently ascertained that the Bear Atlantic checking account of Mr. Jean-Charles was used for this transaction.

Based on the redaction, and the original source of the funds flowing from an account of The Fidelity Health Care Group (a Georgia Company), the OIG decided to contact Mr. Jean-Charles for clarification before meeting with HTC.

During the interview, Mr. Jean-Charles referred to himself as a consultant for HTC, assisting Mr. Johnson with starting up business operations, for example setting up the website, the HTC Mercury account, and Stripe (to process credit cards). Mr. Jean-Charles stated that he is neither an owner nor investor, and that he is paid a monthly retainer from Mr. Johnson for his consulting services. He was unfamiliar with Mr. Qaran Glenn, the owner of The Fidelity Health Care Group, and could not explain why the company deposited \$400,000 into his account. However, Mr. Jean-Charles did explain that he chose to establish HTCIP in Delaware as it is a preferred state to keep investors’ names private.

HTC’s summary response provides an overview of the negotiations process with County staff resulting in a purchase and sale agreement (the “PSA”) and a Declaration of Restrictions (collectively referred to as the “Project Agreements”). The response states that “the Project Agreements contain more legal protections for the County than any of the County’s numerous precedent economic development conveyances.” Also, “if HTC fails to perform, the County keeps the Property and the money.” (Emphasis supplied by

²⁵ Email from Commission Auditor Yinka Majekodunmi to Kristina Guillen et al.; Subject: OCA Review Requested: Homestead Town Center Item in District 9 being prepared; Sent Friday February 3, 2023, at 3:00 pm.

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HTC). The response then summarizes four main points, which are then further elaborated in the remainder of the response.

Italicized below are HTC's four summary points quoted verbatim. The OIG's comments follow directly after each of the four main points.

1) Homestead Town Center Investment Partners, LLC ("HTCIP") is the sole member and owner of HTC. Ahmand Johnson and Jossua Parini are the sole owners and principals of HTCIP, and accordingly, the sole indirect owners of HTC. No other individuals mentioned in any section of the Report have any ownership interest in HTC. This hierarchical corporate structure is completely standard for a real estate development transaction (and in fact much simpler than most).

OIG Comments: The OIG has reviewed the most recent affidavit submitted by HTC to reflect its ownership structure. While Mr. Singer contends that this 2-step organizational structure is common, it was never disclosed as such. LLC managers need not be equity members and prior ownership affidavits attested to by Mr. Johnson showed that the equity members were individuals—not another LLC.

2) Should investment firms (such as Cider Moon) choose to invest and obtain an equity interest in HTC to finance the Project, that investor will be a limited partner only, and will not have control over the operations of HTC, regardless of whether its equity interest is 10% or 51 % or 90%. That firm, as limited partner, will simply have the ability to consent to "major decisions" as defined by the partnership agreement, just as a lender will have the right to consent to certain actions. The limited partner will not have the ability to make "major decisions" on its own. This, too, is a standard investment structure for a real estate development transaction.

OIG Comments: Ostensibly, Mr. Singer is referring to HTC's proposed substitute language in the Declaration of Restrictions regarding changes in ownership and control. The proposed substitution, however, is complicated by the newest disclosure that HTCIP (the Delaware company) is the 100% equity owner of HTC. It is unclear whether future investors will be purchasing an equity interest in HTC (the Florida company) or HTCIP (the Delaware company). The Board should consider and determine whether changes in ownership composition—and at what percentage threshold—should require Board approval. The OIG finds it counterintuitive that assigning, leasing or conveying of the subject property would require Board approval, but the sale of equity ownership of the company that holds the subject property would not. As such, we suggested a 20% change in ownership threshold and County staff concurred. Ultimately, this will be the Board's

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decision on how much legislative oversight on the ownership of this project it wishes to maintain.

3) HTC's start-up costs, both with respect to payments pursuant to the Permit Agreement, and payments for containers for the overall development, have been funded by or on behalf of the owners of HTC. As reflected in HTC's ownership affidavit, no other individual or entity has acquired an ownership interest in HTC, directly or indirectly, as a result of financing any of these costs.

OIG Comments: The OIG is not contesting the assertions made above. Our report simply identified that, with exception of the loans from Mr. Parini (totaling \$90,000), all financial contributions have been made from individuals or organizations with no ownership interest in the project. In fact, most payments have been made from accounts controlled by Mr. Kaven Jean-Charles, including the down payment for the containers. Regarding the purchase of the containers, Mr. Jean-Charles stated that he worked with Messrs. Johnson and Parini on the purchase, but he couldn't recall who signed the contract. He acknowledged that the first payment for \$388,000 came from his Bear Atlantic account. The OIG notes that this payment immediately follows a deposit of \$400,000 from The Fidelity Health Care Group, LLC to Mr. Jean-Charles' Bear Atlantic account.

In total, The Fidelity Health Care Group, LLC, expended \$550,000 on behalf of HTC. Mr. Jean-Charles stated that he "knows of" Fidelity but does not know Mr. Qaran Glenn, its owner. HTC fails to provide any information explaining why The Fidelity Health Care Group is financing the obligations of HTC.

The OIG observes that nowhere in HTC's response does it address its financial condition. The OIG is reminded by the express policy stated in IO 8-4—that an "entity's financial condition" relates to whether it is a "responsible entity."

4) HTC is going to build a container park development on the Property. The County can be assured of this by the terms of the Project Agreements, including the Declaration, which will be recorded against the Property and will have priority over any lender's interest. HTC never stated that a permanent container park would be a "loss leader," but rather, in explaining the need for a PSA and permanent development, stated that a temporary container park, without ownership of the Property, would be a "loss leader." The container park development contemplated by the PSA is financially viable, as is indicated in the cash flow analyses that HTC has provided to the County.

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OIG Comments: The OIG has never doubted HTC's intention to build a temporary container park. Its July 2022 proposal of the permanent development is laid out in two phases. Phase 1 is the container park and Phase 2 is a mixed-use district containing residential housing units. This dual phased approach does not change with the October 2022 Updated Project Proposal. "Although temporary or interim in the greater scheme of things, the phase one container park is designed to stay in place for a minimum of 5 years."²⁶ HTC's own statement about it being a loss leader unless absorbed into a multi-phase development is clear and unambiguous. (See page 17 for HTC's entire statement.) HTC will lose money on its temporary container park unless they are able to build out the mixed-use development sites (Sites 1 – 8) that collectively will include 27 commercial units and 1,116 residential units.²⁷

Since issuing our February 6th memorandum with the observation about residential housing, and HTC's own statement that the container park being a loss leader, HTC has been attempting to walk back that proposal. It has recently provided County staff with a pared-down 3-page proposal (see OIG Exhibit 2) that is silent on residential units. According to this document, Phase 1 involves 26 containers, an amphitheater, and an outdoor gym; Phase 2 consists of 21 additional containers, greenspaces, and a park; and Phase 3 includes a farmer's market, futsal fields,²⁸ mini-golf, and add-on amenities.

Regarding "the cash flow analysis that HTC has provided to the County," we note that this excel spreadsheet (Exhibit B of HTC's April 4, 2023, response to the OIG draft report, see Appendix A) purports to be a 20-year proforma. Inexplicably, it shows full revenues for all 39 containers and all amenities (4 futsal fields, outdoor stage, farmers market, etc.) beginning at year 1. Just recently, on April 10, 2023, County staff questioned these projections, by asking: "*The proforma provided anticipates full revenues within Years 1 and 2, during which time it appears that HTC also anticipates incurring construction and infrastructure costs. Do the projected revenues in those years consider the impediments to operations that result from permitting requirements and necessary construction?*"²⁹

²⁶ See page 20 of HTC's Updated Project Proposal, submitted to the County in October 2022. Attached as OIG Exhibit 1 to this report.

²⁷ Id. at page 30.

²⁸ Futsal fields are small, hard surface athletic fields used to play soccer-like sports.

²⁹ Email correspondence from Jacqueline Lorenzo of ISD to Ahmand Johnson and Eric Singer on Monday, April 10, 2023, at 10:38am, Subject: RE: Time Sensitive: Financial Clarification Required.

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Proposed Sale and Purchase of 23.85 Acres of County Land
to Homestead Town Center, LLC

On April 11, 2023, HTC, through its attorney, Mr. Singer, responded “*The pro forma assumes revenues from the initial, temporary container park during construction of the permanent container park. HTC has modeled the project both ways, with and without the temporary-park revenues, and it pencils out either way – it will take approximately two more years to break even if there are no revenues during construction, but the math still works.*”³⁰ The OIG suggests that County staff should closely examine these projections and ask its financial consultant for an independent review.

VI. OIG FINAL REMARKS

Pursuant to the Section 2-1076(d)(4) Code of Miami-Dade County, the OIG is charged with providing the BCC with our independent review and assessment of proposed projects, programs, contracts, and transactions “to assist the [BCC] in determining whether the project or program is the most feasible solution to a particular need or problem...” The disposition of County surplus land under statutory authority for economic development, in certain instances, is a worthwhile endeavor; however, considering what has been learned about this proposed project, the OIG does not believe that a non-competitive sale of 23.85 acres of County-owned land in South Dade for a container park and/or a mixed-use residential development in its current form is in the best interest of the County.

The OIG review of this proposed conveyance has been a challenge due to the constant project evolutions and lack of development experience among the possible owners. Following the Mayor’s veto, a compromise allowed for the land needed for the electric bus depot and charging stations to be excluded. This left the remaining site as an ideal location for a mixed-use economic development project to benefit the citizens and visitors to South Dade.

Considering HTC’s October 2022 Updated Project Proposal, the OIG questions whether a non-competitive sale of 23.85 acres of County land, in the current form of the Contract for Sale and Purchase and DoR, is in the best interest of the County. The land is encumbered with a restriction from the federal government that disfavors residential development. As noted in correspondence to the Board from Mr. Dotson, “there is a clear distinction between projects with only residential uses and mixed-use developments with a residential component to create live-work-play communities.” Mr. Dotson cites several examples of mixed-use conveyances that have been authorized under federal regulation.

³⁰ Email correspondence from Eric Singer to ISD on Tuesday, April 11, 2023, at 5:39pm, Subject: RE: Time Sensitive: Financial Clarification Required.

MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL
CONTRACT OVERSIGHT REPORT
*Proposed Sale and Purchase of 23.85 Acres of County Land
to Homestead Town Center, LLC*

If it is the BCC's collective judgement that mixed-use development with a residential component on the subject property is in the best interest of the County, then the County should first seek authorization/clarification from the USAF to lift the current encumbrance that disfavors residential development. If such authorization is secured, then the County should obtain new appraisals to determine the fair market value of the subject property. The BCC could then decide whether to open the process to competitive bids or pursue HTC's prior mixed-use development proposal.

The OIG concludes that the promise and potential of this site could be maximized through a competitive process that engages developers with a history of successful development projects. To ensure a successful development is delivered for the people of South Dade, the OIG recommends that the County secure new market appraisals and advertise a competitive economic development process for conveyance of the subject property.

MIAMI-DADE COUNTY
OFFICE OF THE INSPECTOR GENERAL



CONTRACT OVERSIGHT REPORT
OIG SCHEDULE A

Corporate Information for HTC and HTCIP
(1 Page)

*OIG Review of the Proposed Sale and Purchase of 23.85 Acres of County Land
to Homestead Town Center, LLC*

IG22-0004-O
April 26, 2023

Schedule A - Revised
 Homestead Town Center, LLC
 Homestead Town Center Investment Partners, LLC
 Information Compiled by The Miami-Dade County Office of the Inspector General

	Ahmand Johnson	Jossua Parini	Yrene Tamayo	Joanne Broders	Timothy Dunlap	Kaven Jean-Charles	Dylan Parker	HTCIP	Herbert Battle	Northwest Registered Agent	Harvard Business Services
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Homestead Town Center, LLC

Project Proposal											
Original	(X)	(X)	(X)	(X)	(X)						
Update, 10/14/2022	(X)	(X)	(X)								
Update, 01/04/2023	(X)	(X)									
State of Florida, Sunbiz											
Articles of Organization, 10/07/2021											
Manager								(X)			
Registered Agent							(X)				
Authorized Representative						(X)					
Annual Report, 03/15/2022											
Manager								(X)			
Registered Agent									1	(X)	
Authorized Representative	(X)										
Ownership Disclosure Affidavit											
10/14/2022	84%	8%	8%								
11/29/2022	92%	8%									
04/03/2023 ²								100%			

Homestead Town Center Investment Partners, LLC (HTCIP)

State of Delaware											
LLC Registration, 10/04/2021											
Manager ³						(X)					
Registered Agent											(X)
LLC Agreement, 11/29/2022											
Manager	(X)								4		
Members	92%	8%									
Ownership Disclosure Affidavit											
11/29/2022	92%	8%									

Sources of Information - HTC: Project Proposals, Ownership Disclosure Affidavits, Limited Liability Company Agreement
 Florida Sunbiz: Articles of Organization, Annual Reports | State of Delaware, Division of Corporations | Harvard Business Services

¹ In the original Schedule A, Herbert Battle was erroneously listed as Registered Agent for Homestead Town Center.

² Ownership Disclosure Affidavit, dated April 3, 2023, disclosed that: 1) HTCIP is 100% owner of HTC, and 2) Ahmand Jonson (92%) and Jossua Parini (8%) are owners of HTCIP.

³ The information regarding organization was not previously available.

⁴ Subsequent to February 13, 2023, Ahmand Johnson submitted an Affidavit that a scrivener's error incorrectly listed Herbert Battle as Manager.

MIAMI-DADE COUNTY
OFFICE OF THE INSPECTOR GENERAL

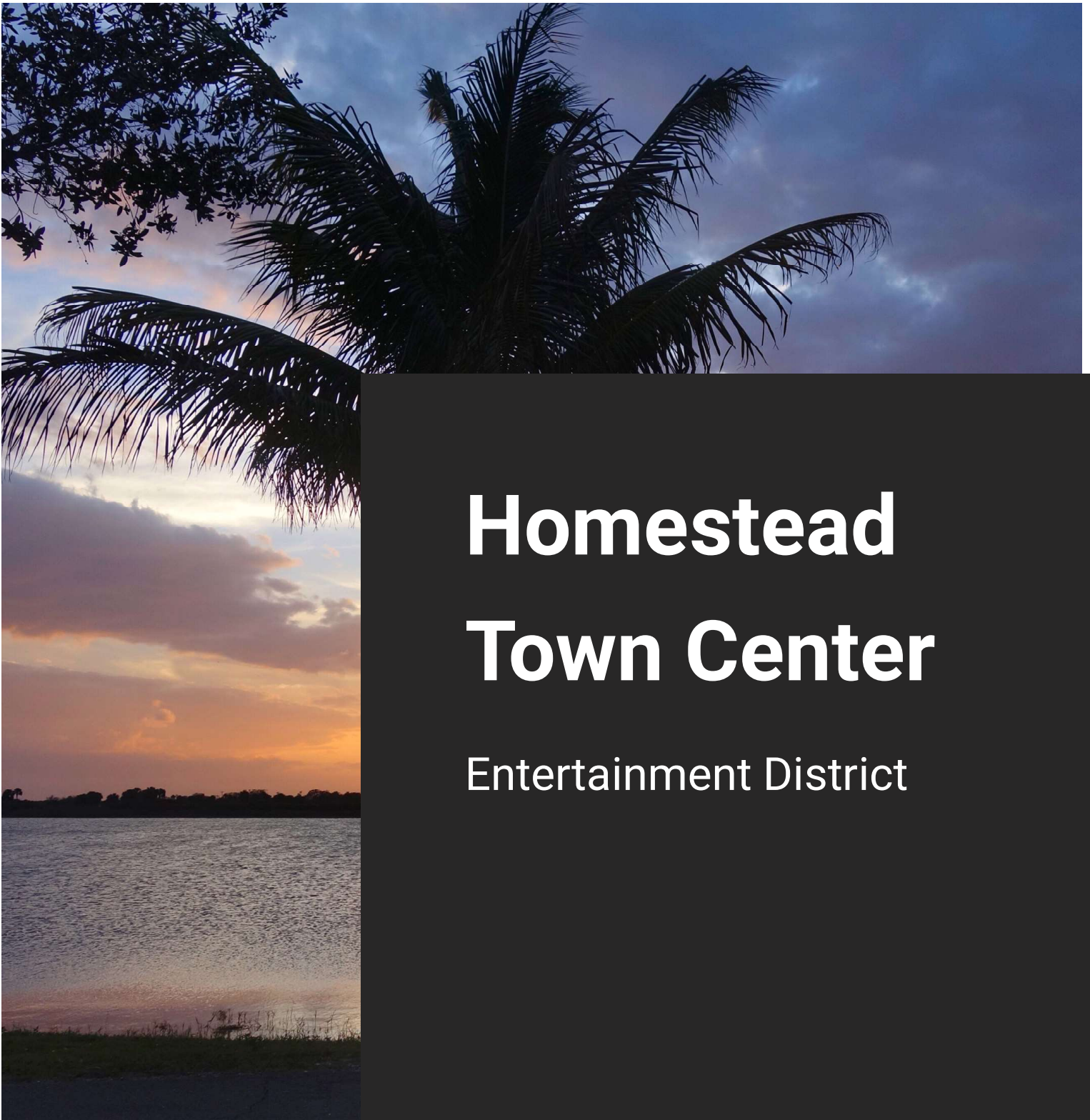


CONTRACT OVERSIGHT REPORT
OIG EXHIBIT 1

HTC's Updated Project Proposal (Undated)
Submitted to Miami-Dade County on October 14, 2022
(56 Pages)

*OIG Review of the Proposed Sale and Purchase of 23.85 Acres of County Land
to Homestead Town Center, LLC*

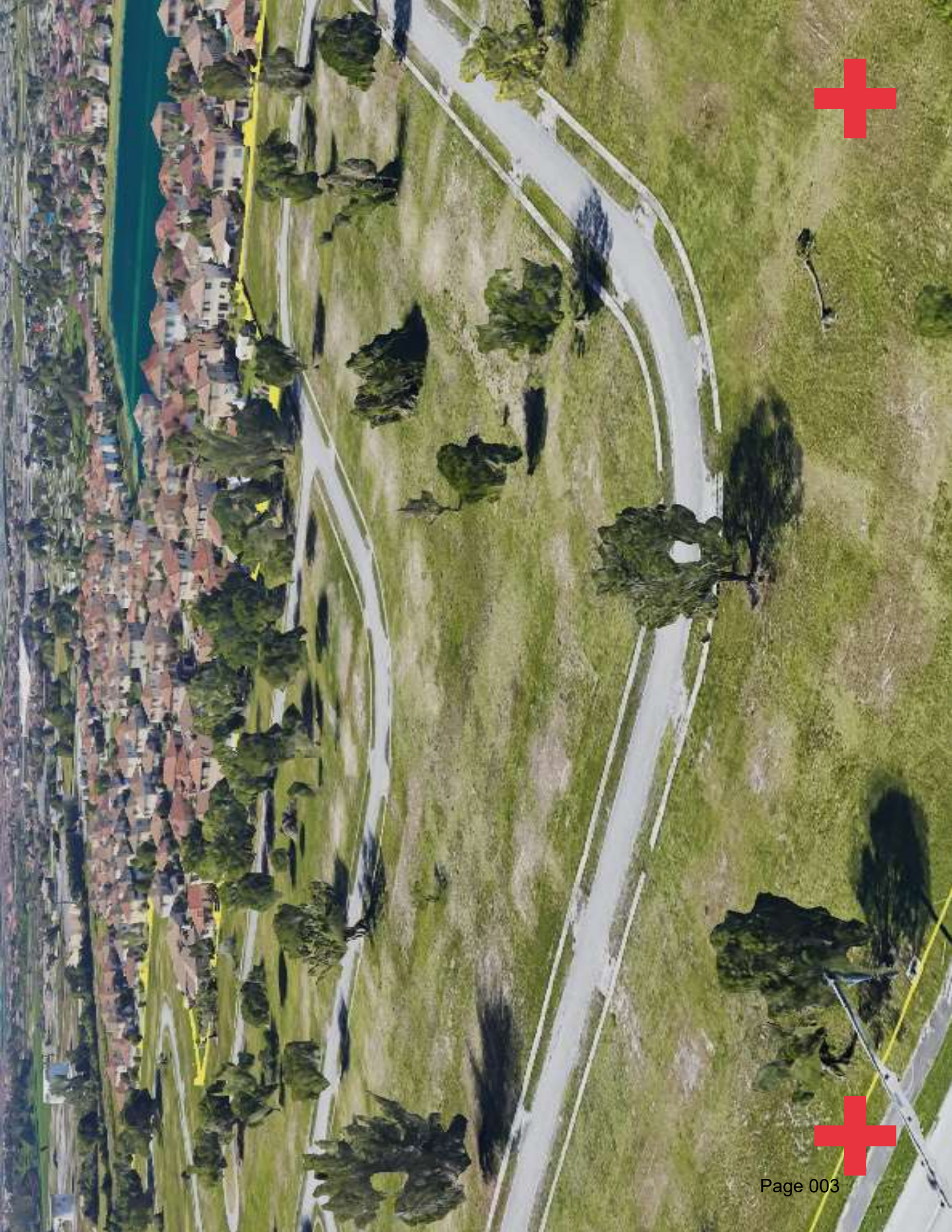
IG22-0004-O
April 26, 2023



Homestead Town Center

Entertainment District





Company :

Homestead Town Center, LLC

EIN: 88-0929188

Miami-Dade ISD ID: B000011325

Mailing Address

7901 4TH ST. N STE 6205

ST. PETERSBURG, FL 33702

Points of Contact

Ahmand Johnson, ESQ.

Principal

Phone: (954) 598-3625

Email: ahmand@homesteadtowncenter.com

Legal

Bilzin Sumberg

AL Dotson, ESQ.

Phone: (305) 350-2411

Email: adotson@bilzin.com

Summary

Homestead Town Center, LLC seeks to develop a lifestyle hub combining art, culture, commerce, residential, and an entertainment district within the city of Homestead. The first phase features a container park and is aimed at creating the momentum and community awareness necessary for a vibrant city center which will ultimately catalyze further development and business investment, showcase culture, cultivate creativity, and inspire new family experiences.

Located on a 23.85 acre parcel, Homestead Town Center ("HTC") will offer integrated leisure and business spaces organized around open functional concepts to create purposeful synergies and interaction with the environment.

Our assembled team has more than 50 years of experience in major developments, including several which are present throughout Miami-Dade County. In addition to the principals, the HTC team includes some of most respected professionals in Miami-Dade County: Bermello Ajamil & Partners, Berenblum Busch Architecture, and Stantec for planning, engineering, and design; Juan Poleo formerly with Fortress and Related for construction management and oversight; and Bilzin Sumberg for outside legal counsel.

Phase One

Located on a 7.25-acre allocation, the container entertainment venue features twenty-six (26) independent tenants creating commerce opportunities, including arts, culture, food/beverage, retail, and live special events. While each independent business will have custom layouts and facades for containers, every tenant will share common unifying elements such as green canopy features, wrap-around walkways, and materials. The semi-permanent park will serve as the entertainment venue during the planning and construction of Phase Two.

Phase Two

Expansive family-oriented mixed-use "live and play" district keeping everything you love within walking distance of residences. Your morning coffee, fresh groceries, fitness, cultural events, boutique shopping, professional services, casual food and beverage venues will all be more easily accessible. The development will provide a transitional professional population during the daytime and offer various leisure options for residents and visitors in the evenings, including art programming, dining, and live entertainment options, each with outdoor-first considerations.







Location and Context

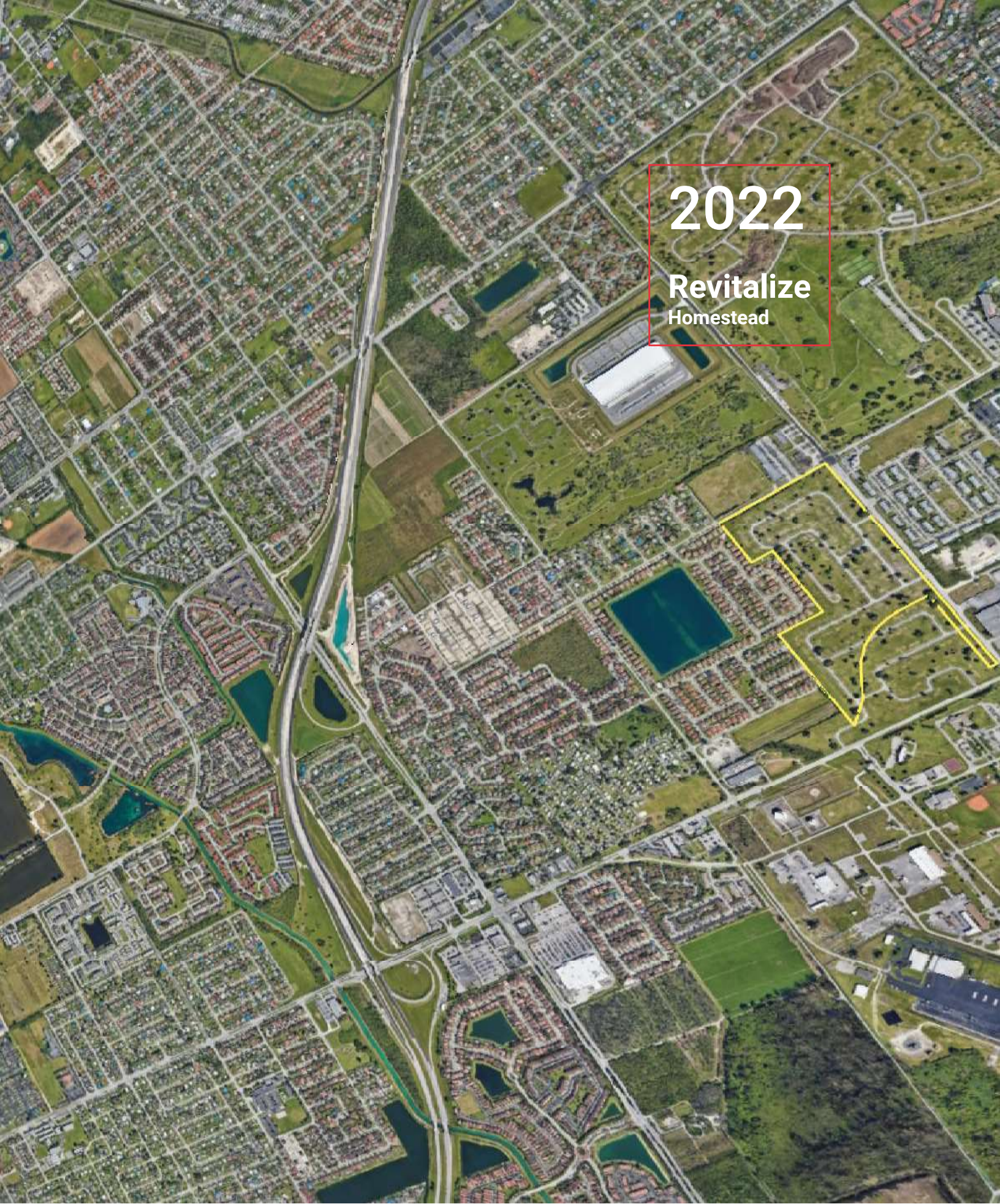
A Community Ready for Economic Development

Homestead Town Center will be an integral piece to a 10-year plan to spur productive, inclusive and sustainable economic development integrating work, housing and recreation by satisfying the demand for more walkable neighborhoods where housing, jobs and amenities intermix.

The re-imagining and redevelopment of this underutilized area will offer the prospect of expanding employment and educational opportunities for traditionally under-served citizens of Homestead and the surrounding South Dade region.

Homestead Town Center is envisioned as a unique and vibrant regional destination providing a mix of uses -employment, retail, housing, public spaces, and recreation -- in addition to close proximity to public transportation routes, and a well-planned circulation of pedestrian and bicycle routes.

HTC is poised to become a premier destination point for both the residents and visitors of South Dade. Homestead Town Center will be one of a kind, with residential, retail, live-work units, and office space.



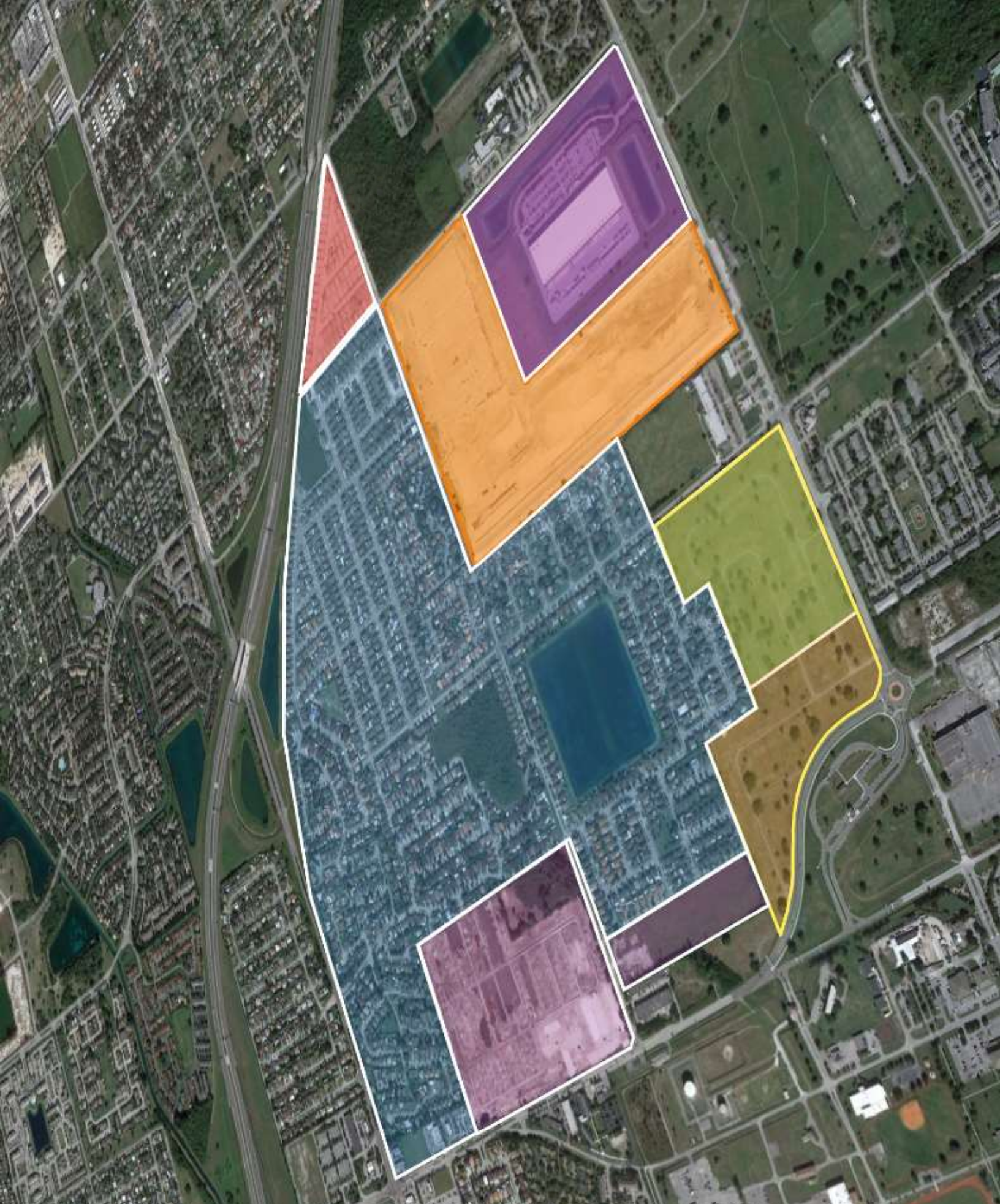
2022
Revitalize
Homestead

A Sense of Belonging

A Connected Neighborhood.

With HTC, the South Dade region is capable of developing into a thriving, economic and social hub with a focus on culture and wellness.

Homestead Town Center would bring inspiring outdoor green spaces, engaging intellectual and physical experiences, large-scale festivals, and year-round activities that enhance the ways in which South Dade residents work, live and share life together.



Project Location

Property Information

Folio: 30-7902-000-0040

Lot Size: 29.7 acres

Folio: 30-7902-000-0021

Lot Size: 16.9 acres

Co-Location Description

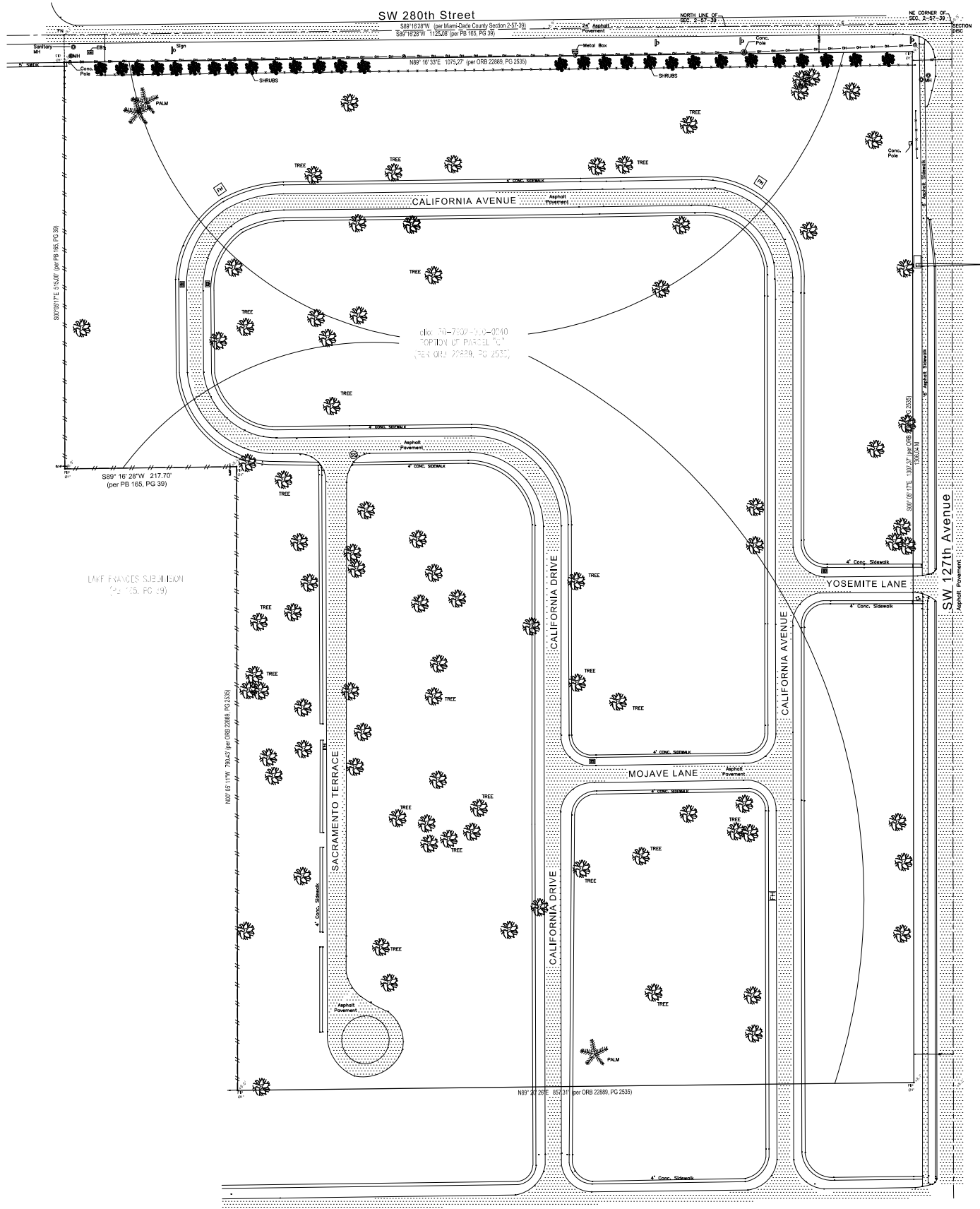
The northern 23.85 acre portion of property folios 30-7902-000-0040 and 30-7902-000-21 located within Miami-Dade County, FL - *Measurements as depicted on County Property Appraiser*



Co-Location with Miami-Dade Transit Facility
Entertainment District (23.85 Acres)
Transportation Facility (20 Acres)



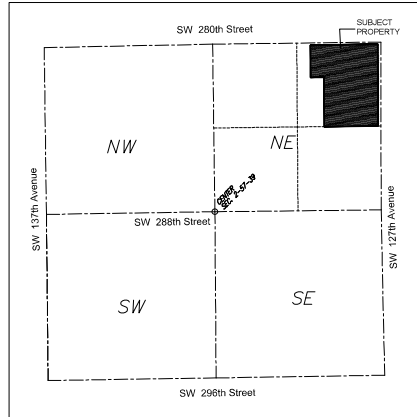
Boundary Survey
Scale 1" = 50'



5102 SW 131st Avenue,
Miami, Florida, 33175

ESTEBAN ORTIZ, PLSM.
LAND SURVEYOR & PLANNER

Phone(786)541-4455
email:survey.ig@yahoo.com



Sec. 2-57-39
Location Sketch
(Not to Scale)

Property Address: 127XX SW 280th, STREET, Miami, Florida.
Folio: 30-7902-000-0040

Legal Description:

File: ..\..\OneDrive\Documents\PDF.pdf
Missing for invalid reference

SURVEYOR'S REPORT:

-THE SUBJECT PROPERTY LIES WITHIN A ZONE DESIGNATED AS X, PURSUANT TO THE FLOOD INSURANCE RATE MAPS PUBLISHED BY THE UNITED STATES FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER COMMUNITY NO. 12035 (MIAMI DADE COUNTY AND UNINCORPORATED AREAS) AND PANEL NUMBER 0594-L, AS LAST REVISED IN SEPTEMBER 11, 2009.

-ELEVATIONS ARE RELATIVE TO THE 1929 N.G.V.D. OF MEAN SEA LEVEL AND ARE BASED ON A BENCH MARK SUPPLIED BY THE ENGINEERING DEPARTMENT OF MIAMI DADE COUNTY, FLORIDA.
BENCH MARK, P-574, ELEVATION=5.72', NGVD 29

-THESE MEASUREMENTS AND EXAMINATIONS WERE PERFORMED UNDER MY DIRECT SUPERVISION AND IN MY PROFESSIONAL JUDGMENT, EVERY ATTEMPT WAS MADE TO LOCATE THE DATA IN QUESTION USING THE STANDARD OF CARE FOR SURVEYING AND MAPPING IN THESE MATTERS, SUBJECT TO THE LIMITATIONS AS SET FORTH IN THIS SURVEY MAP AND REPORT.

Certified to:
CONTAINER PARK
Order No. 22-523

<p>LEGEND AND ABBREVIATIONS:</p> <p>A=Arc; Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; CI=Clear; Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FDH=Found Drill Hole; FIR=Found Iron Rod; FFE=Finished Floor Elevation; FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; N=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale; OE=Overhead Cables; OH=Over Hang; Pb=Flat Book; PO=Point of Curvature; POP=Permanent Control Point; PL=Planter or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning; PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right Of Way; Sec=Section; T=Tangent; S=South; SIP=Set Iron Pipe With Cap Stamped PLS 5927; UE=Utility Easement; UP=Utility Pole; UT=Utility; W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; CL=Centerline; ---=Chain Link; [---] = Concrete Wall; ° =Degrees; Δ=Central Angle; Ø=Diameter; " =Minutes; " =Seconds; --- Wood Fence</p>	
<p>This Survey does not reflect or determine ownership. Examination of the Abstract of Title will have to be made to determine Recorded Instruments, if any, affecting the property. This Survey is subject to dedications, limitations, restrictions, reservations or easements of rec.; Legal Description provided by client; The Liability of this Survey is limited to the cost of the Survey; Underground Encroachments, if any, are not shown; This firm has not attempted to locate footing and/or foundations and/or underground improvements of any nature; If shown, Bearings are referred to an Assumed Meridian; If shown, Elevations are referred to National Geodetic Vertical Datum of 1929 (NGVD 1929)</p>	<p>Date of Field Work 08-20-2022 Revised on</p> <p>Esteban Ortiz, PLSM 5927 Not valid without the signature and the original raised seal of a Florida licensed surveyor and mappers</p>

Integration with Transit Facility

Providing a wider range of choices in transportation modes is a key aim of re-development, innovation and growth. HTC's location will accommodate a range of transportation choices, and promote use of public transportation in accordance with the Strategic Miami Area Rapid Transit Program (SMART).

Situated along the South Dade TransitWay Corridor, which, under SMART, will provide easy access between the Miami Central Business District and the City of Homestead and Florida City, HTC will allow efficient access to existing residential and employment centers throughout Miami-Dade County.





MIAMI-DADE COUNTY TRANSIT SYSTEM

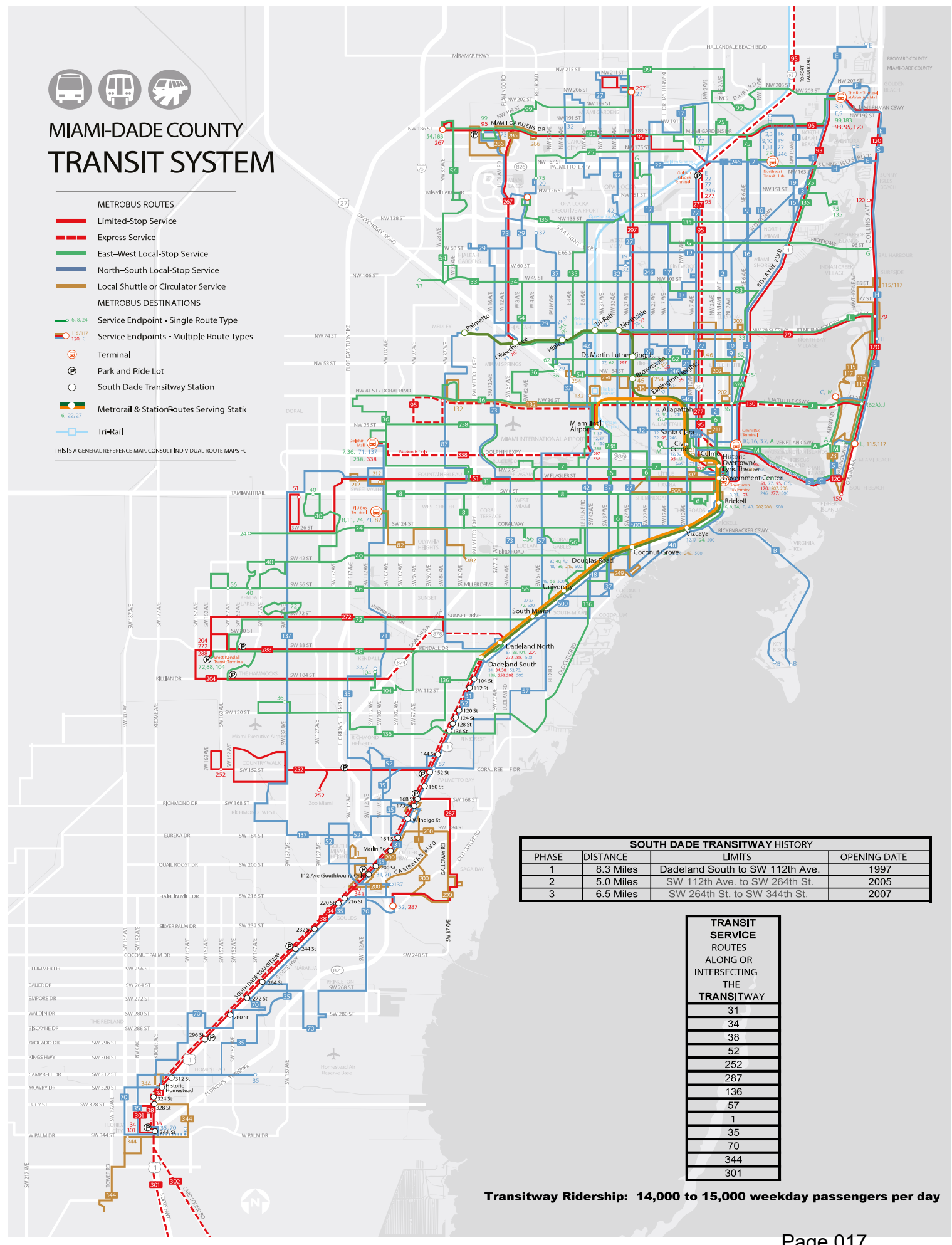
METROBUS ROUTES

- Limited-Stop Service
- - - Express Service
- East-West Local-Stop Service
- North-South Local-Stop Service
- Local Shuttle or Circulator Service

METROBUS DESTINATIONS

- 6, 8, 24 Service Endpoint - Single Route Type
- 115/117, 120, C Service Endpoints - Multiple Route Types
- ⊙ Terminal
- ⊙ Park and Ride Lot
- ⊙ South Dade Transitway Station
- ⊙ 6, 22, 27 Metrorail & Station/Routes Serving Station
- Tri-Rail

THIS IS A GENERAL REFERENCE MAP. CONSULT INDIVIDUAL ROUTE MAPS FOR



SOUTH DADE TRANSITWAY HISTORY			
PHASE	DISTANCE	LIMITS	OPENING DATE
1	8.3 Miles	Dadeland South to SW 112th Ave.	1997
2	5.0 Miles	SW 112th Ave. to SW 264th St.	2005
3	6.5 Miles	SW 264th St. to SW 344th St.	2007

TRANSIT SERVICE ROUTES ALONG OR INTERSECTING THE TRANSITWAY	
31	
34	
38	
52	
252	
287	
136	
57	
1	
35	
70	
344	
301	

Transitway Ridership: 14,000 to 15,000 weekday passengers per day



Entertainment District

Creation of a Thriving Ecosystem Inclusive of Immersive Green Spaces

Commerce

Restaurants

Sample foods from around the world at our uniquely designed 2-story breakfast, lunch, and dinner venues.

Bars

Enjoy craft beer, old-fashions and assorted wines.

Retail

Giving small business owners access to affordable storefronts in unique environments.

Fresh Market

Pickup direct from the farm produce, sourced locally to support small businesses..

Creative Spaces

Dedicated office spaces for the creative entrepreneurs that which to thrive in a unique atmosphere.

Art & Culture

Live Performances

Outdoor ampitheater capable of hosting year round events.

Art & Culture

Art gallery and installations exhibiting the rich history of Homestead and a marketplace for new emerging artists.

Youth Sports

Four astro-turf soccer fields, one skateboarding bowl, and one tennis court.

Outdoor Events

Ongoing activations and programming which utilize the varying enhancements of the facility.

Community

Veterans Affairs

Dedicated space to provide mental health counseling to veterans with PTSD and other individuals with disabilities.

Elderly

Varying senior citizen programming which will provide art therapy to elderly with dementia.

Residential

Family oriented mixed-use keeping everything you love within walking distance. Your morning coffee, fresh groceries, beauty and nail salons, boutique shopping, casual and upscale dining, fitness and entertainment.

Homestead Town Center

The future pulse of creativity is found in the heart of Homestead, with energy flowing from every inspirational mural, intentional pop of color, and artistic experience.



Phase One

Container Park



Art & Culture
Dining & Entertainment
Live Experience Activations.

Overview

Point of Contact
Ahmand Johnson
ahmand@homesteadtowncenter.com

Creation of an event-space container park, particularly for purposes of providing a civic center where people can enjoy entertainment, shopping, and dining.

The envised open-air site plan will create synergy and interaction with the environment. While each independent business will have its custom layouts and facades for containers, every tenant will share common unifying elements such as green canopy features, wrap-around walkways, and materials.

The project will be constructed on nearly 7.25 acres inclusive of parking with grass parking for approximately 140 vehicles. Total project development cost of Phase One are estimated at \$5.8 million (2022 dollars). Although temporary or interim in the greater scheme of things, the phase one container project is designed to stay in place for a minimum of 5 years.

Project Description

Immersive & Interactive Green Space.



Project Overview and Goal

By recognizing the interplay between work, live and play considerations in improving the quality of life for existing residents, and attracting new talent, HTC is designed to foster innovation and growth in the South Dade region.

Sustainability & Resiliency

HTC is designed to be environmentally sustainable. In addition to re-purposing previously utilized shipping containers, HTC will employ a full gamut of environmental strategies to maximize sustainability and resiliency, including:

- Wind Rating of 500 Mile Per Hour
- Spray Foam Insulation
- LED Lighting
- Prefab Interiors
- Integrated Electrical & Plumbing

Economic Impact

Phase One shall provide 37 FTE in Food Service and Entertainment, FTE 165 In Construction (Container Park Build-out).

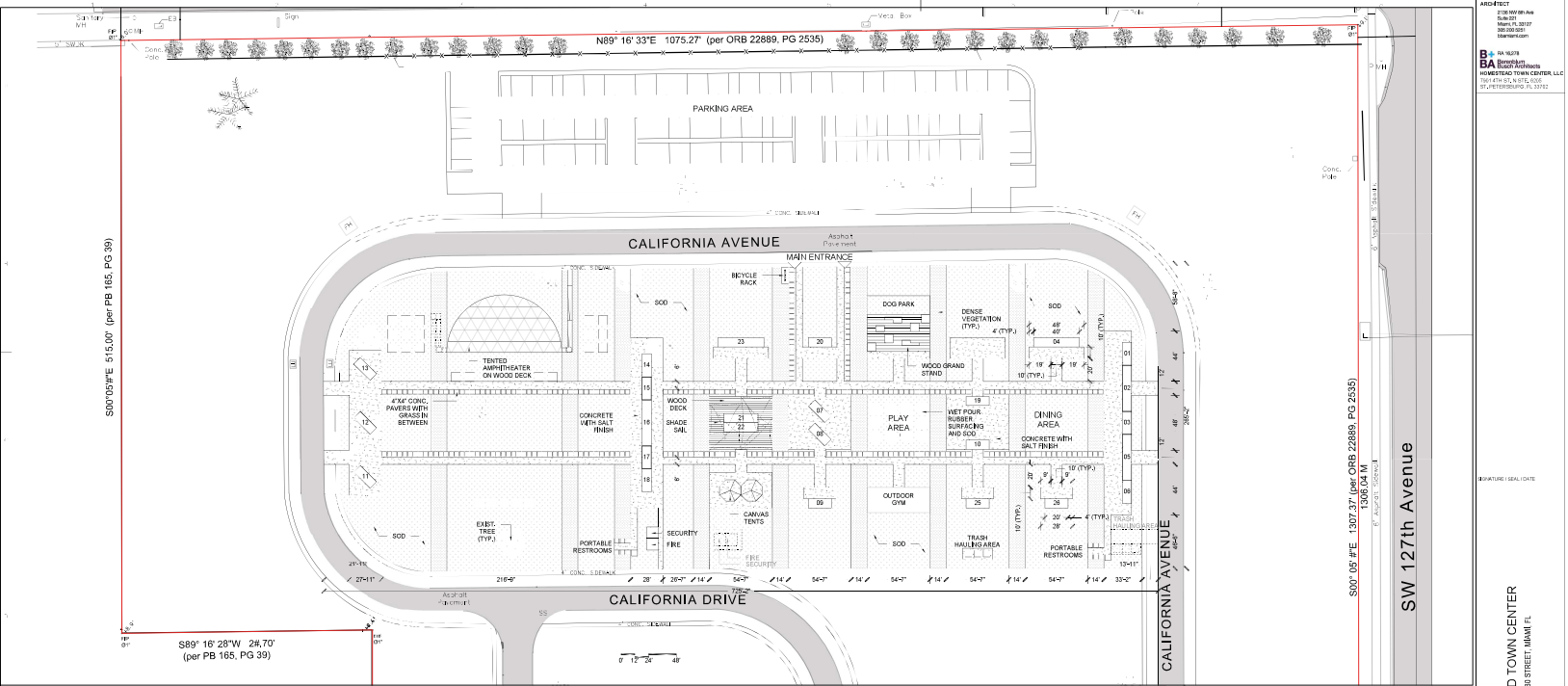
As part of the construction and operation of the container park, Miami-Dade County small businesses and residents will benefit from an initial capital investment of \$5.8 million within the first twelve (12) months of operation of phase one.





Phase I: Container Park - Master Site Plan

Large Format Available Upon Request.



LEGEND

	SOD		CONCRETE, SALT FINISH
	DENSE VEGETATION		POURED-IN-PLACE RUBBER
	WOOD DECK		EXISTING TREE TO REMAIN

MATERIAL FINISHES

WOOD DECK	CONCRETE, SALT FINISH	CONCRETE PAVERS WITH GRASS IN BETWEEN	WET POUR RUBBER SURFACING

NOTE: Photos of materials are for reference only, final product may vary.

- GENERAL NOTES**
- All Electrical Wiring or Extension Cords shall be protected against tripping hazards.
 - Any generator must be maintained at least 10 feet from any tent.
 - All temporary structures shall comply with ADA, Life Safety, and F.B.C 2020 Edition.
 - All tents shall have a non-smoking sign.

PROPOSED SITE PLAN
SCALE: 1" = 40'

CONTAINER TENANT ASSIGNMENT

UNIT #	DIMENSIONS	TYPE	USE
1	20' x 8' x 9'-6"	DOUBLE DOOR	SHAKES
2	40' x 8' x 9'-6"	STANDARD	SIGNAGE
3	40' x 8' x 9'-6"	STANDARD	BAR
4	40' x 8' x 9'-6"	STANDARD	FOOD
5	40' x 8' x 9'-6"	STANDARD	SIGNAGE
6	20' x 8' x 9'-6"	DOUBLE DOOR	CIGAR LOUNGE
7	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
8	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
9	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
10	20' x 8' x 9'-6"	DOUBLE DOOR	BAKERY
11	20' x 8' x 9'-6"	OPEN SIDE	FOOD
12	20' x 8' x 9'-6"	OPEN SIDE	BAR

13	20' x 8' x 9'-6"	OPEN SIDE	FOOD
14	20' x 8' x 9'-6"	OPEN SIDE	BAR
15	20' x 8' x 9'-6"	STANDARD	SIGNAGE
16	40' x 8' x 9'-6"	OPEN SIDE	FOOD
17	20' x 8' x 9'-6"	STANDARD	SIGNAGE
18	20' x 8' x 9'-6"	OPEN SIDE	FOOD
19	20' x 8' x 9'-6"	DOUBLE DOOR	COFFEE
20	20' x 8' x 9'-6"	DOUBLE DOOR	RETAIL
21	30' x 8' x 9'-6"	MODULE 1	RESTAURANT
22	30' x 8' x 9'-6"	MODULE 2	RESTAURANT
23	40' x 8' x 9'-6"	UNMODIFIED	BAR
24	20' x 8' x 9'-6"	UNMODIFIED	RETAIL
25	20' x 8' x 9'-6"	UNMODIFIED	RETAIL
26	20' x 8' x 9'-6"	UNMODIFIED	RETAIL

NOT FOR CONSTRUCTION

ARCHITECT
2120 SW 10th Ave
Suite 200
Miami, FL 33135
305.557.5577
homestead.com

BA **Contractor**
HOMESTEAD TOWN CENTER, LLC
17200 SW 24th Street, Miami, FL 33192

STRUCTURE SEAL/GATE

HOMESTEAD TOWN CENTER
17200 SW 24th STREET, MIAMI, FL

DATE: 11/19/2022
SCALE: AS SHOWN
PROJECT: PHASE I
SHEET: 01 OF 02
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 11/19/2022

PROPOSED SITE PLAN
Sheet 01 of 02

Phase I: Container Park - 3D Site Plan

Large Format Available Upon Request.



Phase I: Container Park - 3D Site Plan

Large Format Available Upon Request.





Phase Two

Mixed-Use Entertainment District

Art & Culture
Dining & Entertainment
Live & Work.

Overview

Point of Contact

Ahmand Johnson
ahmand@homesteadtowncenter.com

Homestead Town Center is envisioned as a unique and vibrant regional destination providing a mix of uses - employment, retail, housing, public spaces, and recreation - in addition to a well-planned circulation system of roadways, public transportation routes, pedestrian and bicycle routes.

HTC is poised to become a premier destination point for south Miami-Dade County residents as well as attract visitors from other regions of South Florida. HTC's quality retail and entertainment centers will make it ideal for realization of a true work/live/play scenario, which is the hallmark of innovation.

Project Description

It does not take much strength to do things, but it requires a great deal of strength to decide what to do.



Program Elements

HTC will promote redevelopment within the area and could provide the critical tools needed to broaden uses and spur innovation, including the possible development of city center concept with unique housing opportunities, a vibrant commercial district as well as family friendly recreation and green space (i.e. live-work-play concept). The multiplier effect of this concentration of mixed-use development further expands the future potential for supporting retail, entertainment, and potential hospitality uses.

Sustainability

With cutting-edge architecture and interiors, carefully-curated materials and environmentally-forward features, HTC will comprise Class-A buildings designed for today and the future. Sustainability features include:

- Achieve LEED Certification
- Energy and Atmosphere: MEP
- Water Use Reduction – 20% Reduction
- Preferred parking for low-emitting and fuel efficient vehicles

Benefit

While the local (and national) economy is mired in the current economic downturn, the opportunity to plan for redevelopment and growth is timely; particularly within areas such as South Dade with stable and burgeoning economic foundations, but significant geographic challenges to capitalizing on potential growth.





Phase Two: Mixed-Use Entertainment District

At a time of inefficient land use, extensive sprawl and continued environmental degradation, redevelopment of underutilized areas present the potential for denser residential and employment patterns, the leveraging of mass transit, and the repopulation of urban cores.

The re-imagining and redevelopment of the underutilized areas will offer the prospect of expanding employment and educational opportunities for traditionally underserved citizens of HOMESTEAD and the surrounding South Dade region.

HTC is an expanded family-oriented mixed-use entertainment district keeping everything you love within walking distance of residences. Your morning coffee, fresh groceries, fitness, cultural events, boutique shopping, casual and upscale dining venues.

Proposed Initial Capital Investment Summary

Land Acquisition	Northern most 23.85 acres of folio 30-7902-000-0040; & 30-7902-000-0021	Ref. Term Sheet
<hr/>		
Phase I	• Hard Costs	\$ 3,517,000.00
Container Park	• Soft Cost	\$ 270,000.00
	• Professional Fees, Licenses, & Permits	\$ 476,000.00
	• Communications	\$ 300,000.00
	• Operations	\$ 1,330,200.00
Source of Funds: HTC Principal Capital Contributions	Estimated Min Phase I Investment:	\$5,893,200.00
<hr/>		
Phase II	• Hard Cost	\$ 182,655,450.00
Mixed Use Development	• Soft Cost	\$ 26,959,799.00
	• Carry Cost	\$ 8,554,443.00
Source of Funds: Institutional Debt	• Misc Cost	Variable + Contingency
	Estimated Min Phase II Investment:	\$ 235,083,695.00

FTE Employment

- **Phase 1:** 37 FTE in Food Service and Entertainment
- **Phase 2:** 82 FTE in Food Service and Entertainment, 42 FTE in Real Estate, and 120 FTE in Retail Trade.

Year / Category	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
NAICS #23 (Construction)	165	-	409	409	-	526	526	234	234	-	-
NAICS #722 (Food Service)	37	37	37	37	45	45	45	74	74	82	82
NAICS #531 (Real Estate)	12	12	12	24	24	20	35	31	42	42	42
NAICS #44-45 (Retail Trade)	-	-	-	-	3	3	3	116	116	120	120
Total Recurring FTE	49	49	49	61	72	68	83	221	232	244	244

Disclaimer
Exact figures subject to change based on variable market conditions.

Phase I & II: Improvements & Delivery To Market

The table below shows the expected schedule for absorption and buildout of the project by year. This schedule (and all capital and economic analysis included within this submission) is model for a phase based development approach which will allow adequate unit absorption of development sites.

Reference Next Page

Location	Acres	Sq. FT	Intended Use	Delivery to Market	Commercial	Residential
Phase 1	7.25	315,810	Container Park	Immediate	26 Units	N/A
Site 1	1.52	66,000	Mixed-Use Building	18 to 24 Months	3 Units	126 Units
Site 2	1.30	59,400	Mixed-Use Building	18 to 24 Months	3 Units	126 Units
Site 3	1.30	59,400	Mixed-Use Building	18 to 24 Months	3 Units	126 Units
Site 4	2.46	107,300	Mixed-Use Building	18 to 24 Months	5 Units	216 Units
Site 5	1.33	55,500	Mixed-Use Building	18 to 24 Months	5 Units	180 Units
Site 6	2.66	116,000	Mixed-Use Building	36 to 120 Months	2 Units	180 Units
Site 7	1.40	61,000	Mixed-Use Building	36 to 120 Months	2 Units	162 Units
Site 8	2.30	100,000	Mixed-Use Building	36 to 120 Months	4 Units	N/A
Green Space	3.50	152,460	Green Space	Approx. 18 to 24 Months	N/A	N/A

Important Note

Container Park overlaps sites 6, 7, & 8 and is modeled as a phased-based development.

Disclaimer

Site allocations and figures subject to change based upon ongoing planning and variable market conditions.

Phase II: Site Plan / Improvements



Phase II: Mixed-Use Development

The second phase of development will serve to transform the dining and entertainment hub into a mixed use town center building upon the market momentum generated by the phase one project.

The town center will include a mix of retail, entertainment, public park, and residential uses. Likewise, the property will transition from surface parking to structured parking. The development phasing has been set up to maintain the Phase One components and operating as long as possible while the Phase Two transition is underway. Specifically, Phase Two, at a minimum estimated development cost of approximately \$218 million (2022 dollars) at buildout will include the following:

- 142,000 square feet of ground floor retail, restaurants, and supermarket. The supermarket is expected to be approximately 50,000 square feet in size with the remaining retail and restaurants being between 1,200 and 5,000 square feet each.
- A 3.5 acre public park square around which the mixed-use buildings will be built creating an amenity for both guests and residents of the town center. The objective is to transition some of the container elements into the park over time although the entertainment components of the Phase One container village need to be balanced with the quiet enjoyment demands of the residents.
- Mixed-Use development incorporating commercial and residential (between 775 and 1,200 units) to maximize greatest land usage. The final number of units will be based upon design considerations, market conditions and the balancing of infrastructure (including structured parking) costs to unit rents. One of the great challenges of building town centers has been the inability of town center private investors to derive an adequate return-on-investment given the relatively high cost of delivering the common area amenities, structured parking, and infrastructure in relation to achievable rents. From land contributions, such as was the case in City Place Doral, or assistance through a CRA as was the case with Midtown Miami, there is generally a revenue to cost imbalance which needs to be addressed to turn these greenfield parcels (or in the case of Midtown, brownfield) into thriving mixed use communities.
- Parking for between 1,665 and 2,400 vehicles and installation of all underground infrastructure, stormwater, and associated investments.



Current Homestead Community Data

Economy

Median household income in Homestead, FL is \$43,568. In 2018, the place with the highest Median Household Income in Homestead, FL was Census Tract 111.02 with a value of \$89,076, followed by Census Tract 110.08 and Census Tract 115, with respective values of \$73,281 and \$73,071.

Males in Florida have an average income that is 1.34 times higher than the average income of females, which is \$44,078. The income inequality in Florida (measured using the Gini index) is 0.473, which is lower than the national average.

Diversity

The 5 largest ethnic groups in Homestead, FL are White (Hispanic) (58%), Black or African American (Non-Hispanic) (18.5%), White (Non-Hispanic) (12.9%), Other (Hispanic) (3.91%), and Two+ (Hispanic) (2.3%). NaNk% of the people in Homestead, FL speak a non-English language, and 78.5% are U.S. citizens.

Compared to other places, Homestead, FL has an unusually high number of residents working as Farming, Fishing, & Forestry Occupations (7.74 times higher than expected), Fire Fighting & Prevention, & Other Protective Service Workers Including Supervisors (2.97 times), and Construction & Extraction Occupations (1.94 times).

Housing

The median property value in Homestead, FL was \$195,300 in 2018, which is 0.85 times smaller than the national average of \$229,700. The homeownership rate in Homestead, FL is 38.8%, which is lower than the national average of 63.9%. People in Homestead, FL have an average commute time of 37.2 minutes, and they commute by Driving alone due to lack of public transit infrastructure. Car ownership in Homestead, FL is approximately the same as the national average, with an average of 2 cars per household.

Growth Rate

Miami-Dade County experience a sales jumped by 114.3% year-over-year, from 1,893 transactions to 4,057. Condos saw a larger year-over-year sales increase and experienced more activity than single-family homes. **The county has 2.2 months of supply of single-family homes and 5.1 months of condos.**

Houses closed at 99.4% of the listing price, up from 95.9% last year. Condos closed at 96.4% in June 2021, higher than 92.9% the prior year.

Cash buyers comprised 40.5% of total sales, up from 25.9% in June 2020. Miami-Dade had more cash buyers than most other U.S. counties – the national average is 23%.

Community Benefits

Quality of Life

The direct and measurable economic impact of HTC on the residents of the County will also drive an enhancement in quality of life. The increased tax revenue from HTC will result in increased investment in schools, infrastructure and other value adding community projects.

Additionally, the integration of jobs, housing and recreational amenities within a community is a well-established model for catalyzing innovation—ultimately resulting in increased employment and educational opportunities. Moreover, HTC will provide a social, cultural, and entertainment hub for a community which currently has to travel upward of 40 miles to enjoy such amenities.

Health Benefits

HTC will be comprised of several components which will serve to enhance the overall health and wellness of Miami-Dade County residents. HTC's publicly accessible and walkable greenspaces, playgrounds, soccer fields and basketball courts will promote active lifestyles among County residents of all ages, and promote active quality time amongst families.

Community Benefit

The Homestead Community Center (HTC) is an integral component to the transformation of the economic and social landscape of South Dade, the impact of which will reverberate throughout Miami Dade County.

Homestead Town Center will provide South Miami Dade with a modern entertainment and arts district featuring dining, entertainment, retail, outdoor event space and other tourist and cultural attractions, and will have an appreciable impact on the economy, quality of life, and overall health and wellness of the community.



First Teir Consultants & Strategic Partners Firms

Bilzin Sumberg

Legal
www.bilzin.com

Bilzin Sumberg stands at the center of virtually every major transaction shaping Florida and is at the forefront of the state's most pressing economic issues – from infrastructure, transit and mobility, to affordability and the diversification of the state's economy.

Berenblum Busch Architecture

Phase I & II: Architecture, Landscape Design, & Engineering
www.bbamiami.com

Berenblum Busch Architecture (BBA) is an international architecture, planning and interior design Founded in Miami by Gustavo Berenblum and Claudia Busch, two award-winning international design innovators with more than 40 years of combined experience.

Bermello Ajamil & Partners

Phase I & II: Architecture & Civil Engineering
www.bermelloajamil.com

Founded and headquartered in Miami, BA operates on six continents from its offices in Florida (Miami, Fort Lauderdale and Orlando), New York, California, and Denmark. BA is recognized for its award-winning designs and extraordinary standards of service and stands as the largest Hispanic-owned A&E firm in South Florida.

StanTec

Phase II: Project Studies & Civil Planning
www.stantec.com

Stantec designs with community in mind—whether that's in engineering, architecture, energy, water, or project management. As a top-tier global design firm, we focus on creativity, client relationships, and how our projects transform communities.

Giant Containers

Phase I: Architectual & Container Construction
www.giantcontainers.com

Giant Containers is a global supplier of new, used and modified shipping containers. Offering numerous residential, commercial, retail and industrial projects; whatever the obstacle, an eco-friendly, affordable, custom enclosure is the best solution.

Our Team



Ahmand Johnson *ESQ.*
Principal



Yrene Tamayo
Principal



Jossua Parini
Principal

First Teir Consultants



Al Dotson Jr. *ESQ.*
Attorney



Juan Poleo
Construction Management



Jerry B. Proctor *JD.*
Land Use & Entitlements



Diane Gonzalez
Development Consultant



Gustavo Berenblum
Architect
AIA
Berenblum Busch Architecture



Claudia Busch
Architect
Assoc. AIA
Berenblum Busch Architecture



Gustavo Berenblum
Architect
AIA & NCARB
Bermello Ajamil & Partners



Alfredo Sanchez
Architect
AIA, AICP, & LEED AP
Bermello Ajamil & Partners

A collaborative team which provides creative design, decades of experience, and data-driven processes to deliver absolute and risk-adjusted results.

Bio: Ahmand Johnson



Mr. Johnson is an attorney whose practice spans litigation, transactional matters, intellectual property, entertainment, and sports matters.

Mr. Johnson's litigation practice includes 15 years of litigation experience in federal, state, and bankruptcy courts representing individuals and companies in high stakes commercial litigation including multimillion dollar partnership disputes, contract disputes, and securities fraud litigation. He has extensive experience managing protracted litigation in various industries including finance, health care, automotive, construction, retail and manufacturing.

Mr. Johnson's intellectual property experience includes trademark and copyright prosecution, trademark and trade dress infringement matters, trademark cancellation and opposition, and Trademark Trial and Appeal Board appeals.


In Mr. Johnson's entertainment practice, he represents record companies, renowned performers, songwriters, producers, and production companies in copyright, licensing, financing, content acquisition, production, digital distribution and music matters. He also advises media and entertainment clients regarding advertising, sponsorship and talent agreements as well as use of social media and websites.

Mr Johnson's representation of athletes encompasses negotiation of player contracts, licensing and sponsorship matters, Title IX matters, civil litigation and criminal and regulatory matters.

While at UCLA School of Law, Mr. Johnson co-founded a professional sports management company and gained significant entertainment experience as a law clerk at a well-known Los Angeles-based entertainment firm.

Mr. Johnson is a National Football League Player Association (NFPLA) Certified Contract Advisor. His lecture for the Florida Bar Entertainment, Arts and Sports Section "Attorneys vs. Agents in the Representation of Professional Athletes" was later featured as a Continuing Legal Education course with the Florida Bar.

Bio: Yrene Tamayo



Mrs. Tamayo has over 20 years of experience in international capital markets, investments, business development and strategy with a proven track record in various sectors including commercial real estate and hospitality. She has worked with institutional investors, private companies, high-net-worth individuals and government agencies in the US and emerging markets. Mrs. Tamayo has directly participated in multiple transactions with an aggregated value of over US \$1.7BN.

She currently serves as an Independent Advisor and Board Member to medium and large corporations; there she helps increase value by developing business strategies, partnerships, corporate structure, capital structuring, and exit strategies in different economic sectors with emphasis in the real estate and hospitality industry.

Prior to this, Managing Director to CNS Global Advisors, an international strategic advisory firm led by Francisco Sanchez, former Under Secretary of Commerce and head of the International Trade Administration for the United States of America. Before, she served as Managing Director and Executive VP of Bricapital, a Miami-based private equity firm focused on the hospitality sector in the US, Caribbean and Latin America. Before Bricapital, Mrs. Tamayo served as the Director of the Americas for Applied Business Intelligence, an international strategic consulting firm specializing in real estate and infrastructure in Asia and the Middle East. Prior to her role at Business Intelligence, Mrs. Tamayo served as the Chief Investment Officer for Victory Management LLC, a real estate investment company focused on commercial real estate in the United States and India.

Mrs. Tamayo is an Advisory Board Member to the ILumno Foundation. Previously, she served as a member of the Board of Trustees of the Eisenhower Fellowships, and the Advisory Board of Knowledge @ Wharton, the online business journal of Wharton School of the University of Pennsylvania. She is also a former member of the Boards of the Colombian Association of Private Equity Funds (ColCapital), and the Venezuelan American Chamber of Commerce of the United States.

Mrs. Tamayo built her early career as a successful commercial real estate broker with Coldwell Banker Commercial NRT and was recognized as one of the top 10 brokers in the United States for six consecutive years. She received CoStar Group's Power Broker Award, awarded to the best commercial brokers in South Florida.

Mrs. Tamayo holds a Master of Science in Real Estate Development and a Master in Business Administration from the H. Wayne Huizenga School of Business and Entrepreneurship of Nova Southeastern University in Ft. Lauderdale, Florida. She also holds postgraduate studies in Logistics and Trading from the Merchant Marine Institute of Venezuela, and different designations and certifications, among them CCIM (Certified Commercial Investment Member). Mrs. Tamayo has a Bachelor of Arts in International Relations from the Universidad Central de Venezuela.

Bio: Jossua Parini



Jossua Parini is a social entrepreneur with a passion for business, marketing, events, and uniting people. For the last 10 years he's managed an experiential marketing agency in Miami that bridges the gap between business & creativity through experiences. He was also a partner at a Container Co-Working Space called 360 Spaces. There he was responsible for the project management, member programming and marketing strategies of the space.

Most of his early career was spent in the Multi-Family Real Estate Industry, where he advised developers in marketing strategies, smart design, community programming and growth strategies. His passion for marketing allowed him to open a full marketing agency to further help entrepreneurs not just developers.

Jossua is all about connecting entrepreneurs, designers, executives, developers & innovative organizations to gather, engage & create a better future for Miami. Through that concept, he has successfully curated over 500+ events in the past 6 yrs, feed Over 100k families, helped over 1k entrepreneurs get started and currently manages many high profile clients.

Through his Glue agency, Jossua has been able to work alongside amazing companies like Wework, Uber, Nike, Adobe, Miami Heat, JP Morgan, Miami Open, Rolling Loud, MMW, FIU, Bacardi, Macallan, Art Miami, and many many more. He believes that in order to grow, we have to surround ourselves with people that are passionate about life and their craft. He is the example of just that and will make a great partner for the Container Park Project.

Bio: Albert E. Dotson, Jr.



Al Dotson serves as Bilzin Sumberg's Managing Partner and in his role, he oversees the Firm's operations. By leveraging innovative technology and focusing on a multidisciplinary approach, Al leads the Firm's attorneys and professionals to provide a client experience that represents our pillars of trust, collaboration, preeminence, engagement, and community-mindedness.

In addition to his role as Managing Partner, Al is nationally recognized for his work on public-private partnerships (P3). His experience includes rail and transit facilities, airports, marinas, sports stadiums, convention centers, healthcare/life sciences facilities, educational institutions, water and sewer facilities, and parking structures.

Al is known throughout Florida for his work representing local, national, and international clients in responding to government contract solicitations and defending against, or prosecuting quasi-judicial and judicial bid protests.

In 2021, Al was selected to be a member of the newly formed CEO Ambassador program, which is part of Miami-Dade County Mayor Daniella Levine Cava's RENEW305, an economic development plan intended to spark business investment and job growth across the county.

Bio: Juan Poleo

Mr. Poleo has served in a variety of roles ranging from Vice President of Construction for AllAboard Florida, responsible for the design and construction of approximately 850,000 square feet of mixed-use projects, including 816 residential units, 34,000 square feet of retail and 467,000 square feet of parking at the new Miami Central Station; Vice President of Construction for The Related Group where he was responsible for the development of over 1,400 units for the Multi-Family Division; Senior Project Manager for Dayco Holdings Corporation, where he completed over 560 residential units (condominiums) including 250,000 sqft of mixed-use space; and Construction Manager for URS Corporation, where he was assigned to the City of Miami Beach, responsible for the design and construction of the City's Capital Improvements Projects.

As Senior Vice President – Construction for Scout Capital in 2019, Mr. Poleo was responsible for all design and construction and construction cost analysis efforts of existing, new and potential real estate acquisitions.

Juan Poleo was a Senior Project Manager for Flagler Global Logistics (FGL), a subsidiary of FECL, and an integrated, third-party logistics provider and real estate developer that offers a single-source solution for end-to-end supply chain management. In this capacity, Mr. Poleo was responsible for leading all design and construction efforts for FGL's industrial portfolio at South Florida Logistic Center, an intermodal logistics hub which consisted of 200 gross acres of well-located developable land suitable for over 1 million square feet of industrial development.

Prior to transitioning to Flagler Global Logistics, Poleo worked as a Senior Project Manager for Flagler Development Group, also a subsidiary of FECL, responsible for managing the design and construction of approximately 650,000 square feet of Class A Office Buildings, including over 260,000 usable square feet in tenant improvements for exclusive tenants.

RELEVANT PROJECTS COMPLETED:

PARKLINE TOWERS - OVERBUILD 2

30-story building, 350 units with elevated parking garage, above Brightline's Miami Central Station.

PARKLINE TOWERS - OVERBUILD 3

33-story building, 466 units with elevated parking garage, above Brightline's Miami Central Station.

3MIAMI CENTRAL – LEED Silver

Class A Office Building – 606,828 sqft.
4 levels of office space over 8 stories of parking garage pedestal and retail space, serving as Brightline's Miami Station Overflow Parking.
Cast in Place / PSI System Construction
Miami, Florida

Leasehold Improvements for Brightline Operations at 3Miami Central

Approximately 15,500 Sqft

2MIAMI CENTRAL

Class A Office Building – 218,000 sqft.
10 Story Steel Frame/Precast Panels Construction over Brightline's Miami Central Station
2 Stories of Parking above Miami Central Station using vehicle elevators and car stackers to park vehicles

Brightline's Miami Central Station, Miami, Florida

THE MANOR at Delray Beach

Two 4-story buildings – 172 units

Bio: Juan Poleo - Continued

RELEVANT PROJECTS COMPLETED:

THE MANOR at Lauderdale By The Sea

8-story mid-rise building
264 units and a 158 space one story parking garage.
Renovation of adjacent parking garage.

DORAL VIEW II (City of Doral)

3-story garden apartments – 360 units.
573 on-grade parking spaces/39 garage spaces

LAKEVIEW RESIDENCES (Town of Davie)

232 units - Garden Style with Club House, Pool and Amenities.

THE TOWN (City Center) Pembroke Pines

Three- and Four-story apartment buildings with five 3-story townhomes – 365 units
2-story fitness facility with tennis and basketball courts.

THE MANOR at CITY PLACE (Park Square Phase I Apartments)

6-story mid-rise building
398 multifamily units with 539 spaces parking garage.

FLORIDA LOGISTICS CENTER

Approximately 1,000,000 sqft of industrial space including cold storage space adjacent to Miami International Airport.

8333 Office Building and Parking Garage – LEED Gold

Class A Office Building – 150,000 sqft.
6 Story Steel Frame/Precast Panels Construction
Responsible for all Construction and Development Activities
Estimated Cost: \$32,000,000
City of Doral, Florida
2010 BUILDINGS Project Innovation Finalist

Leasehold Improvements for Agency for Health Care Administration(AHCA) at 8333 Office Building

Approximately 37,000 sqft.
Responsible for all Construction and Development Activities
8333 NW 53rd Street, Doral, Florida
Estimated Cost: \$ 2,200,000

Office Building at 2701 Le Jeune Road

Class A Office Building – 268,000 sqft.
Estimated Cost: \$ 55,000,000
Responsible for all Construction and Development Activities
Coral Gables, Florida

Leasehold Improvements for Bacardi at 2701 Le Jeune Road

Class A Office Building – 232,000 rsqft.
Responsible for all Construction and Development Activities
Coral Gables, Florida

55Merrick: 198 Condominium units/25,000 sqft

Office space/39,500 sqft Retail space
6 Story, CMU Construction, Post-tensioned Slab
Estimated Cost: \$47,000,000
Responsible for all Construction and Development Activities
Coral Gables, Florida

CasaBella (Single Family) – 36 Luxury Single

Family Homes
CMU Construction
Estimated Cost: \$9,000,000
Vero Beach, Florida

Scott Rakow Youth Center – Ice Rink Addition&

Renovations
CMU Construction
Responsible for all Construction and Development Activities
Estimated Cost: \$3,000,000
Miami Beach, Florida

Flamingo Park Pool Facility (Miami Beach, FL)

Demolition of existing facility and construction of new 80,000 sqft facility.
Responsible for all Construction and Development Activities
Estimated Cost: \$2,700,000
Miami Beach, Florida

Ft. Lauderdale-Hollywood International Airport Expansion Project

New Parking Garage and Renovations of Terminals 2 and 3 - Responsible for all Construction Activities
Estimated Cost: \$ 90,000,000

Bio: Jerry B. Proctor



Jerry B. Proctor is a Land Use Attorney assisting clients with at all levels of local and state government with zoning, permitting, land use due diligence, land use planning, code enforcement, and all dealings with government permitting and land management. Jerry has worked with dozens of governmental jurisdictions in South Florida in administrative, public hearing, Special Master, and litigation matters. He was previously with the law firms of Bilzin Sumberg (19 years), Eckert Seamans, and Fine Jacobson.

Jerry served as the lead attorney in negotiations permitting due diligence with Miami-Dade on behalf of Suncap properties for the development of FedEx facility on a portion of the surplus property adjacent to Homestead Air Reserve Base. Prior to attending law school served as Zoning Administrator at the Miami-Dade County Building and Zoning Department.

Jerry received his J.D., from the University of Miami (cum laude), and B.A. and Master of Urban Administration from the University of North Carolina at Charlotte.

Bio: Diana M. Gonzalez



Diana Gonzalez has served as Development Consultant with Jerry B. Proctor, PA since 2017. In this capacity, Diana performs real estate-related research and manages the day-to-day operations of the firm. Diana also serves as the president of DMG Consulting Services, Inc. and The Consulting Group of South Florida, Inc. Both firms engage in management consulting services in the areas of strategic planning, economic development, project management and facility development for nonprofit, government and for-profit clients.

Prior to entering the private sector, Diana was employed by Miami-Dade County as the Director of the Department of Development and Facilities Management. This agency provided central support services in the areas of real estate acquisition and leasing, facility management and building construction. Diana returned to the County in 2002 in the capacity of Special Advisor to the County Manager for Economic Development. As a consultant with The Beacon Council, Diana led the effort to develop new plans for the use of the surplus property created by the downsizing of Homestead Air Reserve Base. As Special Advisor, Diana was a member of the team that negotiated with the Department of Air force for the transfer of the surplus property to Miami-Dade County.

Diana received her B.A. from the University of Florida. She began her career with Metro-Dade County immediately following the completion of her Master's degree from Northeastern University in 1979. In 1989, she also attended the Senior Executive Program in State and Local Government at the John F. Kennedy School of Government.

Bio: Gustavo Berenblum, AIA



Mr. Berenblum is a founding principal at Berenblum Busch Architects. He was born in Buenos Aires, Argentina and completed his post-professional degree at Columbia University, New York. With more than 25 years of experience in the field of architecture, he is an award-winning, internationally recognized architect who has achieved leadership through design.

He is known worldwide as a design leader of maritime transportation architecture, having planned and designed state-of-the-art cruise terminals in Europe, US, Central America and China. In addition to transportation architecture, Mr. Berenblum's expertise extends to the education, corporate, hospitality and residential sectors.

In his work, he is adept of applying simple, direct and logical design strategies that strengthen the project, reinforce the concept, create stunning visual impact and add value.

His distinguished career has included collaboration with Pritzker Prize winning architects such as Herzog and de Meuron and Zaha Hadid and his projects have won international prizes and awards.

Aside from BBA, he serves as co-chair of FIU's Dean's Leadership Advisory Board for the College of Architecture and the Arts and at Columbia University's GSAPP Alumni Board where he heads the International Committee.

Bio: Claudia Busch, Assoc. AIA



Claudia Busch is a founding principal at Berenblum Busch Architects. She is a renown designer and educator with a broad experience in hospitality, transportation, residential, interior design and master planning.

Ms. Busch has over 25 years of experience in Architecture having designed for significant and major architects such as Zaha Hadid in London, Richard Meier and Bernard Tschumi in New York and Nalbach Architekten in Berlin.

She brings a wealth of knowledge to each project and a fresh approach to design where structure, organization and clarity permeate each decision to strengthen the architectural concept.


Ms. Busch has received numerous awards and scholarships such as an honorable mention from the American Institute of Architects and a first BDA prize in Germany. Her architecture and master-planning projects have been exhibited in Italy, Spain, Austria, Chile and Germany.

In addition to her practice, she teaches architecture at Florida International University where she holds the position of Sr. Instructor at the College of Architecture and the Arts.

Ms. Busch is a frequent lecturer and guest speaker on contemporary topics facing our profession.

She was raised in Germany and received her professional Architecture Degree from the F.H. Hamburg and a Masters Degree from Columbia University, New York.

Bio: Agustin Barrera, AIA, NCARB



Agustin Barrera is a Partner, Vice President, and Director of Architecture for Florida, Latin America and the Caribbean.

Mr. Barrera, who has more than 30 years of leadership experience in the architecture industry, is highly client-focused and prides himself on his reputation of exceeding client expectations, while continuously providing creative solutions for a range of complex design challenges.

With over three decades of experience in all facets of architectural design, construction administration and project management, he has a wealth of knowledge of the entire design process and ensures proper resources and outstanding client support.

Experience

GREAT STIRRUP CAY MASTER PLAN, GREAT STIRRUP CAY, THE BAHAMAS

Project Role: DIRECTOR OF ARCHITECTURE.

BA has been commissioned by Norwegian Cruise Line (NCL) and is currently working on the implementation of a Master Plan for Stirrup Cay to allow this island resort to develop and expand their existing facilities considering all aspects of coastal resiliency and infrastructure sustainability.

WASHINGTON AVENUE, MIAMI BEACH, FLORIDA

Project Role: PROJECT MANAGER.

Design of a \$7 million, 32,000-SF, eight-story, mixed-use facility that includes retail and restaurant use on the ground floor, four floors of parking (125 spaces) and three floors of office area. Specific project responsibilities included the supervision of the design, construction documents and construction administration for the project.

NASSAU CRUISE PORT AND RELATED FACILITIES, NEW PROVIDENCE, THE BAHAMAS

Project Role: DIRECTOR OF ARCHITECTURE.

In an effort to upgrade and revitalize the Downtown Nassau waterfront and cruise facilities, the Government of the Commonwealth of The Bahamas is redeveloping and privatizing the operation of the cruise port terminal at Prince George Wharf at the Port of Nassau. Proposals were solicited from bidders to maximize opportunities for cruise tourism in Nassau and throughout The Bahamas.

BA's design for the cruise terminal features a completely transformed Port and Welcome Center, additional mega berths to accommodate the largest cruise ships in the world, a state-of-the-art open air amphitheater to host local and international acts, a new Junkaroo Museum featuring cultural and historical heritage of Nassau, and several waterfront restaurants surrounding a new marina. In addition, to encourage local vendor participation, 30 new state-of-the-art vendor pavilions will be provided to local businesses to display and sell locally produced merchandise to visitors.

Bio: Alfredo Sanchez, AIA, AICP, LEED AP



Mr. Sanchez is a Florida registered architect and AICP certified with more than 45 years of experience in architecture, urban planning, and design. Mr. Sanchez has directed several major planning studies and urban design plans in the South Florida area and worldwide.

His project experience encompasses city-wide master plans, corridor plans, major reconstruction efforts, pedestrian improvements, urban, retail and mixed-use development projects, and seaport master plans, as well as land planning projects, including redevelopment and design of new communities.

Apart from his extensive experience, Mr. Sanchez's strength lies in his understanding of project approach and methodology. This solid foundation is complemented by his ability to understand all aspects of a project, from the initial economic feasibility analysis to the vision of the ultimate impact of the project's architecture.

Experience

PORT TAMPA BAY CHANNELSIDE MASTER PLAN, TAMPA, FLORIDA Project Role: PLANNER.

B&A, in conjunction with the Renaissance Planning Group, is preparing a Master Plan of the Tampa Port Authority's Waterfront Properties in the Channelside District that will maximize the land utilization of the Port of Tampa Bay's lands in the context of creating an active and commercially successful waterfront in consonance with cruise and other waterborne transportation activities, as well as create value for both the Port and the city overall.

TURKMANBASHI WATERFRONT MASTER PLAN, TURKMANBASHI, TURKMENISTAN

Project Role: PROJECT MANAGER AND DIRECTOR.

B&A created a Master Plan for the city's waterfront, as well as designed a new ferry passenger and Roll-on-Roll-off terminal on the opposite side of the bay in the Turkmenbashi Gulf. In addition, B&A developed the site plan design concept and the architectural design concept for the waterfront site.

The New Turkmenbashi Waterfront will include: a new Aquarium highlighting the Caspian Sea and the world ocean life; an exhibition hall to house additional temporary aquarium exhibits; a medium size meeting and convention facility with office buildings and residential structure; a waterfront hotel; a 75-slip marina; the Port Authority Office Building with ground floor retail; an arboretum and waterfront aviary; and a Museum of Turkmenistan Art. The buildings are set on a waterfront promenade that ties to the present urban waterfront to the south.

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Misc Compliance Responses

1. **Regulatory Requirements:** No specific regulatory requirements outside of the normal site plan and development approval processes have been identified to date. However, HTC will work with the county to identify any specific regulatory approval which may be required for this property, and will respond accordingly.
2. **Question 21:** Proposed Rent - Not Applicable
3. **Question 23:** Project Revenue - Not Applicable for Purchases
4. **Question 27 & 28:** Economic Impact Study and Fiscal Benefit Analysis is in process by Miami-County RER Staff.
5. **Question 29:** Quarterly Status Reports shall be provided to County designated personnel
6. **Order 8-4 Compliance:** HTC will be proceeding under both 125.379, Florida Statutes, for affordable housing, and 125.045, for economic development. The vast majority of the total residential units will comply with the 120% AMI as published in the 2022 Income Limits and Rent Limits of the Florida Housing Finance Corporation Multifamily Rental Program.
7. **Order 8-4 Compliance:** Phase 1 of HTC will consist of a container park style civic event and entertainment space consisting of approximately 10 restaurants, 4 bars, 3 lounges, a ____ sq/ft. outdoor amphitheater. We currently have LOL's for three food establishments: The Licking; Island T'ings Caribbean Restaurant, and Smoothie Babe.
8. **Order 8-4 Compliance:** Phase 2 will consist of a mixed-use development consisting of between 45 and 60 commercial units on the ground floor, and between 900 and 1200 residential units. While the specific tenant roll and unit/square footage allocation for the commercial units has yet to be determined, HTC has initiated discussions with Wegmans, Publix, and Whole Foods to occupy the anchor supermarket space. Additionally, The Licking, Island T'ings, and Smoothie Babe have all expressed intent to transition to permanent space upon completion of Phase 2. The residential units will be allocated as follows: A.) 168 1/1 units (850 sq. ft.) at \$2,100/month; B.) 780 2/2 units (1000 sq. ft.) at \$2,634/month; and C.) 168 3/2 units (1200 sq. ft.) at \$3,042/month. The combination of entertainment/event use, commercial use and residential use will spur economic development by creating a work/live/play scenario characteristic of an innovation district. Additionally, HTC will: create between 900-1200 affordable/workforce housing units; create jobs as defined in "Economic Impact Analysis" conducted by RER/Planning Division across phases; and create upwards of \$___ in tax revenue for the County. HTC commits to adding an entity or individual(s) with expertise in structured financing for affordable and workforce housing projects. HTC will hire a property manager to operate the commercial, residential rental, and maintenance components of the development, and is in the process of vetting candidates.
9. **Order 8-4 Compliance:** Juan Poleo, whose bio and relevant experience has already been provided has experience developing and operating projects of a similar size. HTC confirms that the "Strategic Partners" are first-tier consultants and contractors. HTC will commit to making additions and updating the development team, Strategic Partners, first-tier consultants and contractors on an as necessary of the multi-phase development.

Misc Compliance Responses

- 10. Order 8-4 Compliance:** HTC estimates the initial multi-phase development cost to total \$235 million, excluding any costs for potential environmental assessment and remediation. Phase I (temporary container park) has been allocated 7.25 acres and will cost \$5.89 million inclusive of property management and maintenance budget to sustain the container park operations throughout the phased based construction. HTC has modeled Phase I (Temporary Container Park) as a lost leader and projects the HTC will not be able to recoup the principal investment of \$5.89 million unless absorbed into the multi-phase development. The multi-phase mixed-use Development Sites 1 through 8 requires a minimum investment of \$238 million of which is estimated to be \$177 million of hard cost, \$26 million of soft cost, and a carrying cost of \$8 million. HTC has intentionally modeled a phase-based development with regional considerations inclusive of infrastructure, transit, and supply chain (materials) to align with our proposed absorption rate models. HTC intends to finance this project with a combination of institutional debt (construction financing and long-term), municipal financial support (as available), federal tax credits, and principal equity contributions. Built into our financing structure will be sufficient debt service and operating expenses to allow for a reasonable lease up period until stabilization, as well as a capital repairs reserve for future obligations. HTC intends to stabilize each development site as illustrated in the phase-based approach and proceed with a permanent debt against the facilities, which will enable long-term fixed interest rate.
- 11. Order 8-4 Compliance:** HTC was established in October of 2021. HTC is a single-purpose entity that has been created to develop and, as such, has no employees, as yet.
- 12. Order 8-4 Compliance:** A Proposed schedule of Phase I & Phase II developments have been illustrated on "Page #30: Improvements & Delivery to Market". Additionally, within 90 days of execution of purchase and sale agreement HTC shall submit to Miami-Dade County ISD a revised Phase II schedule reaffirming 1. commencement of construction dates (once permits are obtained) 2. completion of construction date 3. Date which operations will begin.
- 13. Order 8-4 Compliance:** HTC acknowledges that it will be solely responsible for any required remediation and associated costs to the Property.
- 14. Economic Development Intake Application:** HTC acknowledges that it will be solely responsible for any required remediation and associated costs to the Property.
- 15. Economic Development Intake Application:** Developer, at its sole cost and expense, shall be responsible for submitting any required applications for the foregoing permits, approvals and entitlements. The County, in its proprietary capacity, agrees to join in any and all applications for permits, approvals and entitlements, as co-applicant, if and as necessary, for the Project and for securing any and all final, non-appealable permits, approvals and entitlements for the Project.

Submission / Acceptance



Homestead Town Center, LLC
EIN: 88-0929188
Miami-Dade ISD ID: B000011325

Mailing Address
7901 4TH ST. N STE 6205
ST. PETERSBURG, FL 33702

Points of Contact

Ahmand Johnson, ESQ.
Principal
Phone: (954) 598-3625
Email: ahmand@homesteadtowncenter.com

Legal
Bilzin Sumberg
AL Dotson, ESQ.
Phone: (305) 350-2411
Email: adotson@bilzin.com

Developer Submission
Homestead Town Center, LLC

By: Ahmand Johnson

Print Name: Ahmand Johnson

Title: Principal

Date: 10/14/2022

Accepted and Agreed To
Miami-Dade County, Florida

By: _____

Print Name: _____

Title: _____

Date: _____





Homestead Town Center, LLC

Email Us: info@HomesteadTownCenter.com

www.HomesteadTownCenter.com



MIAMI-DADE COUNTY
OFFICE OF THE INSPECTOR GENERAL



CONTRACT OVERSIGHT REPORT
OIG EXHIBIT 2

HTC's Project Financing Plan, dated February 1, 2023
Submitted to Miami-Dade County on February 28, 2023
(3 Pages)

*OIG Review of the Proposed Sale and Purchase of 23.85 Acres of County Land
to Homestead Town Center, LLC*

IG22-0004-O
April 26, 2023



HTC Project Financing Plan for Miami-Dade County

PROJECT INFORMATION	
Date (Last Updated)	February 1, 2023
Company	Homestead Town Center, LLC
Point of Contact	Ahmand Johnson Phone: (954) 598-3625 Email: ahmand@homesteadtowncenter.com
County of Project	Miami-Dade County, FL
Location	12700 SW 280 th Street, Homestead FL 33032

1. Project Description

The Homestead Town Center (HTC) is a mixed-use development project spanning a 23.85-acre parcel in Miami-Dade County, Florida. It is designed to offer an integrated leisure, commerce, and cultural entertainment district, centered around open-air functional concepts that encourage interaction with the environment.

The development incorporates a variety of entertainment, retail, art, public spaces, and recreational options, and boasts a well-planned circulation system that includes roadways, public transportation routes, and pedestrian and bicycle routes.

HTC aims to establish itself as a premier destination for residents of South Miami-Dade County, as well as visitors from other parts of South Florida, providing a true work-play scenario.

Planned Development

- (a) forty-seven (47) repurposed shipping containers of varying sizes and configurations to be used for arts, culture, food and beverage service facilities, and retail ("**Container Park**");
- (b) four (4) "Futsal"-sized soccer fields totaling no less than 33,000 square feet with seating sufficient for 50 people;
- (c) four (4) restroom structures containing twenty-eight (28) bathroom stalls and including hand washing facilities.
- (d) a mini golf course;
- (e) a covered amphitheater consisting of 2,700 square feet of stage and with seating sufficient for 300 people;
- (f) dining areas;
- (g) a farmer's market;
- (h) a dog park;
- (i) an outdoor gymnasium and fitness stations;
- (j) two (2) rubber surface play areas;
- (k) twenty (20) cabanas to be used for venue seating; and
- (l) associated seating areas, shade features, pathways, lighting, infrastructure, and parking.

1A. Environmental Process

The project will adhere to all applicable regulatory requirements, including, without limitation, those set forth by the Department of Environmental Resource Management (DERM), as well as Construction and Site Development Plans (which includes drainage) and any necessary dewatering plans, in order to facilitate property improvements and all other construction activities conducted on the site.

1B. Project Phasing

The Project will be constructed in three phases:

Phase 1: 26 containers, Amphitheater, Outdoor Gym

Phase 2: 21 containers, Greenspaces, Park

Phase 3: Farmers Market, Futsal Fields, Mini-Golf, Addon Amenities

Reference Site Plans.

2. Schedule

The project will comply with timelines set forth in Declarations of Restrictions.

3. Project Cost

1. Soft Cost – Pre-development design/engineering, consulting, professional, communications, land entitlements and miscellaneous fees.
2. Hard/Construction – Comprehensive projected expenses involved in the construction of the Project comprising: essential clearing and demolition, mandatory earthwork or grading, measures to control stormwater and erosion, installation of pavement and foundation materials, erection of structures, traffic maintenance, construction of sidewalks, curbs and gutters, miscellaneous construction items, and mobilization. Additionally, this classification incorporates all new utility construction and public and private utility relocation, which includes electricity, gas, fiber optics/cable television, water, sewer, and stormwater, along with any mitigation of public impact.
3. Operations – The annualized flexible expenses that encompass the administration, management, and upkeep of the Project.
4. Land Acquisition – The Project intends to employ equity investment for the acquisition, and the resulting value will serve as security instrument for debt financing.

A projection table is shown below in Figure 3.

	Equity Investment	Bank Debt Financing	TOTAL
Soft Cost	\$1,416,000	\$1,000,000	\$2,416,000
Hard Cost	\$0	\$16,319,209	\$16,319,209
Operations (Multiple Years)	\$1,330,000	\$1,769,520	\$3,099,520
Land Acquisition	\$12,466,872	Security Instrument	\$12,466,872
TOTAL	\$15,212,872	\$17,319,209	\$34,301,601

4. Project Funds

- **Introduction**

As described in detail in the Project Cost section of this Plan, based on current estimates and the most up-to-date information on construction-related inflation, this Project will require an estimated \$34.3 million to fully fund all project cost elements over the planned project horizon. This section reviews HTC's plan to fund the project, describes in detail the planned sources of funds, and reviews the funding plan in the context of the programs and available resources.

- **Project Plan of Finance**

As currently planned, the project will be funded through equity investment and bank debt financing. All committed funds were included Letters of Intent provided as exhibits to the Purchase and Sale Agreement.

- **Source of Funds**

The primary source of funds is an equity investment of approximately \$16M and Centennial Bank debt financing for the development construction and a revolving line of credit of up to \$40M.

- **Key Revenue Related Assumptions, Risks, and Mitigations**

Given the scope and duration of this project, it is expected that there will be a significant level of uncertainty surrounding the estimation and timing of project expenses in relation to funding availability. Section 7 of this Plan provides a comprehensive discussion of the associated risks and the corresponding strategies that are being implemented to mitigate them.

5. Cash Flow

A visual representation of the cash flow information is provided in the Financial Proforma Exhibit.

HTC will commit to the necessary construction funding, as well as the associated construction engineering and inspection costs. This commitment will ensure that the payout schedule for the contractor and construction engineering and inspection activities can be met.

6. Risk and Response Strategies

HTC has acknowledged the potential funding challenges stemming from the financing interest rates, as well as the risks associated with construction change orders that could result in increased construction costs. To mitigate these risks, HTC has proactively established a reserve allocation of additional funds from its bank debt financing and/or line of credit, which can be utilized to cover any potential cost overruns.

In the event of any shortfalls, HTC will explore additional equity contributions to ensure the project is adequately funded.

MIAMI-DADE COUNTY
OFFICE OF THE INSPECTOR GENERAL



CONTRACT OVERSIGHT REPORT
APPENDIX A

HTC's Response to the OIG Draft Report
(18 Pages)

*OIG Review of the Proposed Sale and Purchase of 23.85 Acres of County Land
to Homestead Town Center, LLC*

IG22-0004-O
April 26, 2023

April 4, 2023

Felix Jimenez
Inspector General
Miami-Dade County
601 NW 1st Court, 22nd Floor
Miami, FL 33136

Re: Homestead Town Center Response to OIG Draft Report – IG22-0004-O

Dear Mr. Jimenez:

On behalf of Homestead Town Center, LLC (“HTC”), please accept this correspondence as HTC’s response, in accordance with Section 2-1076 of the County Code, to the Office of Inspector General (“OIG”) draft report (the “Report”) regarding the proposed sale of County-owned property to HTC for the development of a recreational container park and entertainment venue (the “Project”).

I. Preliminary Statement

We wish to express our sincere disappointment with the manner HTC has been treated by the OIG in this investigation. The Report references the OIG’s attempts to meet with HTC and its representatives, but the Report fails to acknowledge that these attempts were made only *after* the OIG had already issued its February 6, 2023, memorandum to the Board of County Commissioners (the “Board”), without giving HTC any prior opportunity to clarify or correct the many inaccuracies stated in that memorandum. Had HTC been given such an opportunity, HTC would have gladly worked with the OIG to clarify or address the OIG’s concerns. Much as HTC has worked collaboratively with County staff over the past year to improve the Project and address the County’s various questions and concerns, HTC would have welcomed the same level of open and productive discourse with the OIG, which certainly could and should have reached out at any time to schedule a meeting before issuing the February 6th memorandum.¹

The Report also fails to note that the OIG’s first request for a meeting with HTC occurred not only after the issuance of the February 6th memorandum to the Board, but also immediately after the OIG attempted to confront a member of HTC’s team at his home, unannounced, at seven

¹ We question how the February 6th memorandum complies with either the letter or intent of Section 2-1076(f) of the County Code, which requires an opportunity to respond. We also question how the OIG can both make that memorandum public, and also deny our public records requests for related records on the basis that the OIG’s report is not yet final.

in the morning and without any notice to counsel—and then ambushed that same team member at his place of employment, embarrassing him in front of his colleagues. With that as the backdrop of the OIG’s request to meet with HTC, we are sure that you can understand HTC’s reasonable reluctance to cooperate with your investigation, which from HTC’s perspective, was at that point revealed to be openly antagonistic. Clearly, the opportunity for productive cooperation was before the OIG issued its February 6th memorandum to the Board, and before its utilization of such aggressive and humiliating investigatory tactics. Putting aside the merits of this Project and the content of your Report, we truly hope that your office will elect to use its powers in a more thoughtful manner when investigating future projects. No one should be treated like a criminal solely because they seek to do business with Miami-Dade County.

II. Introduction and Summary of Response

HTC approached the County with a proposal to purchase approximately 23.85 acres of property located in the southern portion of the County (the “Property”) to build the Project. Since May of 2022, HTC and the County have been negotiating a purchase and sale agreement (the “PSA”), in which the County will sell the Property to HTC pursuant to Section 125.045, Florida Statutes. The County and HTC have also negotiated a Declaration of Restrictions (the “Declaration,” and together with the PSA, the “Project Agreements”) that will be recorded immediately after closing under the PSA and ensure that the Project will be delivered as promised. The County and HTC are also currently parties to a permit agreement (the “Permit Agreement”), executed in September of 2022, whereby HTC has access to the Property to construct and operate a temporary container park (“Temporary Park”), in exchange for a monthly fee payable to the County.

As a general matter, although the OIG has monitored the negotiations for the Permit Agreement and the Project Agreements, the Report does not indicate the fact that these negotiations with County staff have been frequent, ongoing, and cooperative. HTC has accommodated numerous County requests with respect to the development and the terms of the Project Agreements, and as a result, the Project Agreements contain more legal protections for the County than any of the County’s numerous precedent economic development conveyances. The Project Agreements provide the County with substantial assurance that the Property will be developed and used as a container park as proposed, create and maintain the promised jobs, and otherwise meet the requirements of Section 125.045, Florida Statutes. The Declaration also provides that the Property will revert back to the County in the event that HTC fails to deliver on its promises—even though HTC will have paid the full purchase price for the Property at closing. In other words, if HTC fails to perform, the County keeps the Property and the money. HTC has every incentive to perform under the Project Agreements.

HTC’s responses to the concerns raised in the Report can be summarized as follows:

1. Homestead Town Center Investment Partners, LLC (“HTCIP”) is the sole member and owner of HTC. Ahmand Johnson and Jossua Parini are the sole owners and principals of HTCIP, and accordingly, the sole indirect owners of HTC. No other individuals mentioned in any section of the Report have any ownership interest in HTC. This hierarchical corporate structure is completely standard for a real estate development transaction (and in fact much simpler than most).

2. Should investment firms (such as Cider Moon) choose to invest and obtain an equity interest in HTC to finance the Project, that investor will be a limited partner only, and will not have control over the operations of HTC, regardless of whether its equity interest is 10% or 51% or 90%. That firm, as limited partner, will simply have the ability to consent to “major decisions” as defined by the partnership agreement, just as a lender will have the right to consent to certain actions. The limited partner will not have the ability to make “major decisions” on its own. This, too, is a standard investment structure for a real estate development transaction.
3. HTC’s start-up costs, both with respect to payments pursuant to the Permit Agreement, and payments for containers for the overall development, have been funded by or on behalf of the owners of HTC. As reflected in HTC’s ownership affidavit, no other individual or entity has acquired an ownership interest in HTC, directly or indirectly, as a result of financing any of these costs.
4. HTC is going to build a container park development on the Property. The County can be assured of this by the terms of the Project Agreements, including the Declaration, which will be recorded against the Property and will have priority over any lender’s interest. HTC never stated that a permanent container park would be a “loss leader,” but rather, in explaining the need for a PSA and permanent development, stated that a *temporary* container park, without ownership of the Property, would be a “loss leader.” The container park development contemplated by the PSA is financially viable, as is indicated in the cash flow analyses that HTC has provided to the County.

The section below will address each of the OIG’s concerns in turn.

III. OIG Observations and Areas of Concern

a. HTC’s Ownership Composition

The Report states concern regarding the “changing” ownership composition of HTC. HTC does not dispute that there were changes in the ownership composition of HTC that occurred in the year-plus time that elapsed between the submissions of the original proposal and today—the original proposal was submitted in late 2021, and updated ownership information was provided in November of 2022 reflecting Ahmand Johnson’s and Jossua Parini’s indirect ownership, and again in April of 2023 to address this concern regarding HTCIP. However, HTC certainly disputes the significance of this fact. First, as indicated in the Report, the majority interest owners of HTC—Ahmand Johnson and Jossua Parini—have remained the same throughout this entire process, and HTC has timely updated its ownership affidavit throughout negotiations. Second, there is no requirement that the ownership composition remain the same during the course of negotiations, and such a requirement would not make any sense. As the OIG has noted, the scope of the project changed during the course of negotiations, primarily to expand the size of the container park and eliminate any residential component. It should be of no surprise that the composition of HTC’s team would also change to ultimately match the final Project scope.

The ownership structure of HTC is actually quite simple and is reflected in HTC’s Ownership Affidavit and detailed corporate documentation, all previously submitted to the County. HTCIP is the sole member of HTC. 92% of HTCIP is owned by Ahmand Johnson, and 8% of

HTCIP is owned by Jossua Parini. Mr. Johnson and Mr. Parini own HTC indirectly through their ownership in HTCIP. There are no other owners of HTC or HTCIP. Such a structure, in which the entity that will own the property is wholly-owned by another entity in which individuals and other entities invest is a very common real estate development structure. In fact, the structure for this project is actually quite simple, with a two-step organizational chart that easily illustrates the individuals that own HTC. Should the OIG review organizational charts submitted by other property developers for other County real estate agreements, it will find that structures are typically much more complex and involve many more entities. Although we are confident that there was no confusion as to the ownership structure of HTC and HTCIP, in light of the OIG's observation that HTCIP (i.e., the pass-through entity) was not included on Ownership Affidavit, HTC has submitted a revised Ownership Affidavit that spells out the ownership structure. That revised affidavit is attached as Exhibit "A".

The Report states OIG's concern regarding the relationship between HTC and HTCIP, providing extensive detail regarding corporate records and payments. However, as explained below, the details in the Report regarding the registered agents, authorized representatives, and dates of incorporation are superfluous and do not change the nature of the relationship between HTC and HTCIP. The relationship is quite simple. HTCIP is the owner and sole member of HTC. As noted previously, such a structure is common in real estate development transactions. This structure is preferred by lenders because the property owning entity, HTC in this case, is a bankruptcy-insulated entity, separate and apart from the vehicle into which investors are investing (HTCIP). This structure also protects the asset itself because it is held separate from the investment vehicle entity. The Report does not discuss any alternative corporate structure nor provides any detail or legal basis to require an alternative structure that deviates from industry standard.

Schedule A to the Report illustrates the OIG's apparent confusion between ownership interests in an entity as opposed to individuals listed as registered agents and authorized representatives. The schedule is entitled "Homestead Town Center, LLC Homestead Town Center Investment Partners Ownership Information Compiled by the Miami-Dade County Office of the Inspector General." The information in this document is misleading and inaccurate. Schedule A implies that according to the Articles of Organization filed with the Florida Department of State on October 7, 2021, Kaven Jean-Charles, Dylan Parker, and Northwest Registered Agent, LLC, are listed owners of HTC. The plain language in the Articles of Organization cited by the OIG shows that such is not the case. Dylan Parker is only signing on behalf of the registered agent, Northwest Registered Agent, LLC, and Kaven Jean-Charles is simply signing as the authorized representative. Neither is an owner of HTC.

The role of the registered agent for a limited liability corporation is provided in Section 605.0113, Florida Statutes. According to the statute, the duty of the registered agent is to "*forward to the limited liability company [...] a process, notice, or demand pertaining to the company [...] which is served on the agent.*" Therefore, being listed in the Articles of Organization as a registered agent does not imply an ownership interest in the entity. Schedule A has the same error in its analysis of the limited liability registration for Homestead Town Center Investment Partners, LLC ("HTCIP"). Schedule A includes Harvard Business Services (HBS) in the ownership analysis, yet HBS is the registered agent only. Section 18-104 of the Delaware Limited Liability

Company Act provides a description similar to the Florida Statutes regarding the role of a registered agent for a company.

The Report's portrayal of Kaven Jean-Charles as an owner is also incorrect. According to the Articles of Organization for HTC, Kaven Jean-Charles is signing as the authorized representative. According to Section 605.0102, Florida Statutes, in the case of a formation of a limited liability company, the "Authorized Representative" is defined as "*a person authorized by a prospective member of the limited liability company to form the company by executing and filing its articles of organization with the department.*" Fla. Stat. § 605.0102. Therefore, being listed as an authorized representative of the company in the Articles of Organization does not imply an ownership interest in the company. On the contrary, it means that the person listed as the authorized representative is different from the persons or entities that will become company members. Mr. Jean-Charles does not have an ownership interest in the company.

The Report also details records from HBS including payments made by Kaven Jean-Charles for the administrative set-up of HTCIP and correspondence between HBS and Mr. Jean-Charles regarding the same. It appears that the OIG's concern regarding these payments is that Mr. Jean-Charles is not an owner of HTCIP. However, the Report itself indicates that Mr. Jean-Charles was retained as a consultant by HTC and was asked to set up the HTC and HTCIP legal entities. Mr. Jean-Charles has set up several such entities in the past. There is no legal requirement that an owner of an entity conduct the administrative tasks necessary to establish the entity, or make the payments required for such establishment. There is no basis for the OIG's stated concern regarding the general fact that Mr. Jean-Charles incorporated HTCIP. The Report also reflects that the only sizable payment made by Mr. Jean-Charles's company was immediately reimbursed. The Report also provides no reason, and we are aware of none, for the County to be at all concerned about Mr. Jean-Charles's involvement. We, frankly, do not understand the OIG's apprehensiveness toward Mr. Jean-Charles.

The Report also confuses ownership interests, investment interests, and control. The OIG recommends that the County require Board approval prior to any changes involving 20% or more in ownership shares. Wishing to address the OIG's concerns, HTC suggested a provision that addresses the OIG's concerns while also ensuring that the project remains financeable. As we have explained, adopting the transfer restriction as provided by the OIG not only eliminates the viability of the project but also creates a dangerous precedent that would prevent virtually any other similar agreement between the County and a private real estate developer. The transfer restriction the OIG proposes would be a deal breaker in almost every case and is anathema to the reality of how real estate projects are structured and financed. Despite HTC's attempt to address the OIG's concerns by providing well-documented background and analysis on the issue, the Report continues to insist that the unprecedented and completely unworkable requirement be implemented.

The OIG's reasoning for the proposed transfer restriction illustrates a fundamental misunderstanding of how real estate financing works and the distinction between ownership and control. The Report states that, should HTC receive a capital investment from Cider Moon in exchange for a 50% equity interest, the OIG cannot "see how a 10% equity interest while 'indirectly' managing the day-to-day operations without the ability to make major decisions . . . equate to a 'controlling interest.'" But under such terms, the ownership of HTCIP absolutely would be in control, and the equity interest held Cider Moon, or any other investor, would not allow that

investor to make major decisions about the project. In this context, the use of the term “indirect” simply refers to the corporate structure through which HTC’s two principals would hold their ownership and exercise their authority. Moreover, the letter of intent provided by Cider Moon leaves no ambiguity as to the intended relationship, as it explicitly states that HTCIP will remain responsible for the day-to-day management and control of HTC as its general partner and managing member.

As we have explained in prior correspondence to County staff on this issue, ownership and control are separate concepts, and in a real estate development, the actual developer (i.e., the company or individual(s) responsible for doing the work) will control the project entity, but will almost never own a majority of the equity. Real estate financing utilizes many layers of sources, both debt and equity, and a passive equity investor is used in almost every case and almost always has a greater ownership/economic interest than the developer. As we explained, in a typical affordable housing development, the developer owns only 0.01% of the entity, but nonetheless controls the entity and is responsible for performance. Outside of affordable housing, the most common structure is a 90%/10% split (with the greater share held by the passive investor), which is reflected in the language proposed in the Project Agreements.

The Report also reflects a misunderstanding about the nature of the investor’s consent right over “major decisions.” To be clear, the passive investor cannot *make* major decisions. However, the investor will have the right to *consent* to certain major decisions made by the controlling member that would fundamentally change the nature of the Project or investment. “Major decisions” are defined in the operating agreement and customarily includes items like declaring bankruptcy, amending the project documents to materially change the project, or changing the manager of the entity. The limited partner’s consent rights over major decisions are fundamentally no different than the right any lender will have to consent to changes of this type in order to protect its investment. Conceptually, a limited partner interest is akin to a lender’s interest—it is a passive source of capital to finance a project, and it does not change the identity of the actual developer of a project. For the same reason that BCC approval is not required to obtain a loan (which will almost always be for more than 20% of the development cost), such approval should and cannot be required to obtain a passive equity investment. We wish to emphasize that HTC’s financial plan is not unusual or complex. In fact, it is far simpler than most, and the OIG’s proposed restriction would not only be a problem for HTC, it would be a problem for any developer and any development. It just does not work.

b. Financial Contributions on Behalf of HTC

We are confounded by the criticisms in the Report regarding HTC’s approach to meeting the obligations of the Permit Agreement. HTC has met all of the obligations under the Permit Agreement. In fact, despite not having a PSA, and relying on its good faith negotiations with the County, HTC invested nearly \$400,000 to purchase the containers needed for the Project in order to be able to move the Project forward as quickly as possible upon approval of the Project Documents. Apparently based on nothing more than this innocuous fact, the OIG elected to subpoena HTC’s bank records, and the Report includes a table that delineates all of the payments HTC has made to the County, and for the containers, and the sources of such payments. The OIG takes issue with the fact that the sources of some of these payments are not the owners or named investors of HTC. However, the Report fails to provide a rationale or legal basis for its concern. Having the owners or named investors of HTC be the funding source for the start-up

costs for the project is not legally required, and it is common for developers to utilize all available sources to fund their start-up costs. What is uncommon is the OIG's inquiry into such sources, absent some indication of criminal activity or investment by a prohibited party, none of which is alleged or proven here.

Furthermore, to the extent this portion of the Report implies that these funding sources are actually undisclosed owners of HTC, HTC can only state that such implication is both inaccurate and unfounded. The ownership of HTC is clearly disclosed on the most recent ownership disclosure affidavit submitted by HTC. All payments were made by or on behalf of the disclosed owners of HTC.

c. HTC's Financing Plan

Finally, the Report takes issue with HTC's financing plan. The OIG's concerns center on the procurement mechanism allowed under Miami-Dade County Administrative Order 8-4 to convey the property to a private entity for economic development purposes without a competitive process and its application to this conveyance. The Report further speculates that HTC's ulterior motive for seeking this conveyance is to build a residential development – not an entertainment district. Nevertheless, all of the documents that have been negotiated with the County and which would govern the uses of the Property all ensure that the Property will be used as a container park and permit limited ancillary uses after meeting minimum thresholds on the required improvements. The Declaration also specifically prohibits residential development unless approved by the federal government and by the Board.

Throughout negotiations of the Project Documents, HTC has updated its proposal for the container park development based on discussions and requests from County staff. However, the ultimate container park concept has remain unchanged. HTC's current proposal, as memorialized in the Project Documents, is for a container park development. In addition to the current restrictions on the Property pursuant to the United States Air Force encumbrance mentioned in the Report, the Declaration prohibits HTC from building anything other than a container park for at least 15 years. The Declaration also contain requirements to ensure compliance with Section 125.045, Florida Statutes. To the extent that HTC wishes to do something else on the Property within the 15 years, it would have to receive approval from the Board.

As a basis for speculation on HTC's ulterior plans for a residential development, the Report references the fact that Cider Moon, an investment firm that is planning on investing in the Project, has typically invested in residential developments. Nevertheless, Cider Moon is not a "residential property developer" as the Report states. Instead, Cider Moon is a real estate investment firm. Nothing limits Cider Moon's ability to invest in a commercial development, as opposed to a residential development. As explained above, Cider Moon's proposed role is not as a developer at all, but as a passive investor. An assumption that Cider Moon would never diversify its investments is misplaced. An even more strained assumption is that Cider Moon committed to this Project without reviewing the Project Documents or that it would commit to investing in the Project knowing that there are restrictions on the uses of the Property that are not in line with its investment objectives. To the contrary, any investor would of course review the relevant project documents before committing to the project, and that was precisely the case here. HTC was only able to obtain the letters of intent requested by the County after it was able to provide them with

a copy of the substantially negotiated Project Documents to potential investors, including Cider Moon.

The Report also speculates that HTC intends to build a residential development because HTC once referenced the container park development as a “loss leader.” To be clear, HTC does not believe that a permanent container park development is a “loss leader.” In making that statement, HTC was referring to a smaller, temporary container park pursuant to a temporary, revocable permit that was being contemplated to have a temporary facility open in time for last year’s NASCAR event or this year’s air show. That smaller, temporary park was going to be a loss leader, since it would require an approximately \$5 million investment that would not be able to be recouped through short-term operations absent a PSA that would provide a path for long-term development. The concept that a developer cannot make a long-term investment without a long-term property right with which it can recoup that investment should not be controversial.² HTC has never said that a full container park would lose money or be a loss leader at any later phase. In fact, the detailed cash flow analysis provided to the County as part of its due diligence indicates that it is actually a profitable project, without any future expansion or additional uses. Exhibit “B.”

As with the OIG’s apparent and unexplained apprehensiveness toward Mr. Jean-Charles, we also do not understand the OIG’s concern about the prospect of residential development. As an initial matter, residential development is not part of the Project and is in fact precluded by the Project Agreements. Should HTC in fact wish to add a residential component in the future, it would need to either wait for 15 years or first obtain the permission of the federal government and the Board. But more to the point, there is nothing fundamentally sinister or inappropriate about residential development. The need for additional residential development in Miami-Dade County is in fact widely recognized. The OIG’s concern that HTC secretly wishes to develop housing is really baffling, and the facts are extremely straightforward. HTC originally proposed a project that included a residential component. The County indicated that it did not like the residential component as proposed. HTC removed the residential component and elected to propose only the container park and ancillary uses. That’s the story.

Furthermore, with respect to the letters of intent from Cider Moon and Centennial Bank, the Report asserts the same concern regarding the ownership composition of HTCIP and raises questions regarding which entity the County’s contract will be with and whether the contract will need to be assigned. Again, HTC is the entity that is the owner of the Property, and is the entity that is contracting with the County. HTCIP is the sole member and owner of HTC. The letter of intent from Cider Moon confirms that fact, noting that HTCIP will remain responsible for the day-to-day management and control of HTC as its general partner and managing member. The letter of intent from Centennial Bank similarly lists HTC and HTCIP as the borrowers because HTC is

² The OIG continues to imply that HTC has somehow failed in an obligation by not having already delivered the containers to the Property or built the temporary container park. HTC has consistently maintained that it cannot undertake that investment without some reasonable level of confidence that it will have the ability to recoup its investment through the long-term operation of the container park, and not merely a 45-day permit. HTC even agreed to make the \$5 Million investment in the Property on the basis of a term sheet with the County, in anticipation of a final PSA, but the County informed HTC that the Mayor did not have authority to sign a term sheet, and so the focus shifted to expediting the final PSA. The OIG’s representative was present during all of these meetings and copied on all of the relevant communications.

the property owner and HTCIP is the sole member of HTC, and construction loans typically require a parent guaranty. It lists Mr. Johnson and Mr. Parini as the owners and principals of HTCIP, which is consistent with the ownership structure discussed in this response and reflected in the Ownership Disclosure Affidavit. Therefore, to answer the questions listed in the Report, the County's PSA will be with HTC. The draft PSA leaves no doubt as to that fact. HTC will not need to assign the PSA to HTCIP. In fact, as explained in the foregoing section, due to required lender and investor protections, HTC would not be able to attract investors if it were not owned by another entity, and hierarchical corporate structures are standard for real estate developments. There is no viable structure where all types of financing are made directly into the entity owning the land.

IV. Conclusion

HTC is a responsible entity that has provided the County with all of the information required by County procedures. HTC has also negotiated Project Agreements with the County that include more legal protections for the County than any other precedent for this type of transaction. The Project Agreements ensure that this Project will be developed as proposed, with no risk to the County—if HTC fails, the County gets the Property back and gets to keep the entire purchase price. Moreover, HTC's commercial structure and funding mechanisms are not just typical but assumed for real estate developments of this kind. Indeed, most real estate developments have far more complicated financial plans, including multiple types of equity investments and multiple types of debt, including debt secured by equity interests and by the property. This is a straightforward deal with a straightforward financial plan, and the Report reflects nothing more than misunderstandings—not misconduct.

Had the OIG provided the opportunity to HTC prior to issuing its initial memorandum to the Board, HTC would have disposed with each of the OIG's stated concerns in short order. Both the OIG's initial mishandling of this investigation and the implications and speculation raised in the Report illustrate the OIG's treatment of HTC as a criminal enterprise. This is unfortunate, unfair, and unjust, as neither the initial memorandum nor this Report has provided any evidence of wrongdoing. Of course, that is because there is none to be found. It is HTC's hope that this response relieves the OIG of its concerns, and provides the County with assurance that the PSA will be entered into and performed faithfully and in accordance with the law.

Sincerely,



Eric Singer

ES:

EXHIBIT A

[Signature]
Witness

Tish-ann Johnson
Print

[Signature]
Witness

Marlon Francis
Print

AFFIANT:

By: [Signature]

Date: 4/3/23

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 3rd day of April, 2023 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Anmand R. Johnson (personally known to me) or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 3rd day of April, 2023



Gloria Donaire
Comm.: HH 153920
Expires: Jan. 10, 2024
Notary Public - State of Florida

[Signature]
Notary Public

Gloria Donaire
Print Name

NOTARY SEAL / STAMP
of Florida
Commission expires Jan. 10, 2024

Notary Public, State
My

EXHIBIT B

Homestead Town Center - Tenants, & Jobs

	Unit #	Type	Square Feet	Usage	Jobs
Zone 1	1	20'x8'x9'6" Double Door	160	Cigar Lounge	2
	2	40'x8'x9'6" "Standard"	320	Signage	
	3	40'x8'x9'6" "Standard"	320	Food	4
	4	40'x8'x9'6" "Standard"	320	Bar	4
	5	40'x8'x9'6" "Standard"	320	Signage	
	6	20'x8'x9'6" Double Door	160	Shakes	3
	7	20'x8'x9'6" Double Door	160	Ice Cream	3
	8	20'x8'x9'6" Double Door	160	Dessert	2
	9	20'x8'x9'6" Double Door	160	Food / Truck	3
	10	20'x8'x9'6" Double Door	160	Bakery	3
	11	20'x8'x9'6" Open Side	160	Food	2
	12	20'x8'x9'6" Open Side	160	Bar	2
	13	20'x8'x9'6" Open Side	160	Food	3
	14	20'x8'x9'6" Open Side	160	Bar	2
	15	20'x8'x9'6" "Standard"	160	Signage	
	16	40'x8'x9'6" Open Side	320	Food	2
	17	20'x8'x9'6" "Standard"	160	Signage	
	18	20'x8'x9'6" Open Side	160	Bar	2
	19	20'x8'x9'6" Double Door	160	Coffee	2
	20	20'x8'x9'6" Double Door	160	Tacos	2
	21	30'x8'x9'6" (Module1)	240	Restaurant	3
	22	30'x8'x9'6" (Module2)	240	Restaurant	3
	23	40'x8'x9'6" - Unmodified	320	Bar	4
	24	20'x8'x9'6" - Unmodified	160	Outdoor Gym	2
	25	20'x8'x9'6" - Unmodified	160	Art & Culture	1
	26	20'x8'x9'6" - Unmodified	160	Art & Culture	1
Zone 2	27	40'x8'x9'6" "Standard"	320	Art & Culture	1
	28	30'x8'x9'6" (Module 2)	240	Art & Culture	2
	29	30'x8'x9'6" (Module 2)	240	Art & Culture	2
	30	20'x8'x9'6" -	160	Art & Culture	1
	31	20'x8'x9'6" -	160	Art & Culture	1
	32	20'x8'x9'6" -	160	Art & Culture	1
	33	20'x8'x9'6" -	160	Art & Culture	1
	34	20'x8'x9'6" -	160	Retail	2
	35	20'x8'x9'6" -	160	Retail	2
	36	20'x8'x9'6" -	160	Retail	2
	37	20'x8'x9'6" -	160	Retail	2
	38	20'x8'x9'6" -	160	Retail	2
	39	20'x8'x9'6" -	160	Retail	2
	40	40'x8'x9'6"	320	Retail	2
	41	20'x8'x9'6" -	160	Retail	2
	42	40'x8'x9'6" -	320	Retail	2
	43	20'x8'x9'6" -	160	Retail	2
	44	40'x8'x9'6" -	320	Retail	2

Misc	Farmers Market	6
	Soccer Fields (4 Fields)	4
	Event Space Rentals	1
	Special Events (Outdoor Stage)	6
	Park Naming Rights	0
Development Uses		
Soft	3	
Hard (Construction & Infrastructure)		
Professional Fees	6	
Communications & PR	3	
Operations	6	
FTE Jobs (County Min Required)	121	
Temp Construction Jobs	165	

Jobs By Industry/Code		
Category	NAICS #	Quantity
Food/Beverage	63	51
Retail	44-45	22
Real Estate	48	12
Management	51	4
Agriculture	3	6
Repair Maintenance	64	2
Arts, Entertainment, and Recreation	71	18
Agriculture	115	6
Construction	23	165

FTE	121
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County Model Soccer Fields	
Fields	4
Cost Per Game	100
Games Per Hour	4
Hours of Operation	4
Days Per Week	4
Weeks Per Month	4
Months Per Year	8
Gross	\$ 819,200.00

With League Improvements Soccer Fields	
Fields	4
Cost Per Game	100
Games Per Hour	4
Hours of Operation	6
Days Per Week	4
Weeks Per Month	4
Months Per Year	10
Gross	\$ 1,536,000.00