

Board of County Commissioners
Leon County, Florida

Policy No. 06-3

Title: Homestead Loss Prevention Program

Date Adopted: June 14, 2016

Effective Date: June 14, 2016

Reference: Chapter 16, Article II, Improvements to Roads, Leon County Code;
Chapter 18, Article II, Division 2, Improvements to Water and Sewer
Disposal Systems, Leon County Code;
Chapter 18, Article IV, Division 2, Improvements to Stormwater Control
and Drainage Systems, Leon County Code;
Fla. Stat. §196.031, Exemption of Homesteads;
Fla. Stat. §196.101, Exemption for Totally and Permanently Disabled
Persons
Fla. Stat. §197.592, County Delinquent Tax Lands; Method and Procedure
for Sale by County

Policy Superseded: Policy No. 06-3, "Homestead Loss Prevention Program," adopted
April 25, 2006; amended February 22, 2011; amended September 23,
2014

It shall be policy of the Board of County Commissioners of Leon County, Florida that Policy No. 06-3, "Homestead Loss Prevention Program," adopted April 25, 2006 and amended on February 22, 2011 and September 23, 2014, is superseded, and an amended policy is hereby adopted, to wit:

Article 1
Authority, Intent, Purpose, and Scope

- A. The authority set forth herein is delegated to the County Administrator, or designee.
- B. The intent of this Policy, in accordance with the Board's findings and declarations set forth in Resolutions 06-14, 11-09, 14-48, and 16-11, the contents of which are incorporated herein by this reference, is to establish the Homestead Loss Prevention Program to provide financial assistance Owners who are facing the imminent loss of their Homestead Property by tax deed resulting from the nonpayment of a Special Assessment or the financial impact of being totally and permanently disabled, or who have already lost their Homestead Property to the County with the Clerk's issuance of an Escheatment Tax Deed, and to prevent, with as little fiscal impact to the County as possible, any anticipated recurrence of such loss, or potential loss, in the future.

- C. The purpose of this Policy is to establish a uniform and clear policy and procedure to insure proper accountability and legal consistency in administering and managing the Program. These policies and procedures shall be followed, along with all applicable laws and professional ethics, in order to insure fair and equitable treatment to the County, the general public, and all affected participants.
- D. This Policy shall govern any and all provision by the County of financial assistance to Owners for the redemption of tax certificates on their Homestead Property resulting from nonpayment of a Special Assessment or the financial impact of being totally and permanently disabled, and for the County's conveyance of a Homestead Property, acquired by Escheatment Tax Deed, to the prior record Owner. Furthermore, this Policy shall provide the exclusive policy and procedure for providing any such financial assistance, and shall supersede any and all provisions of other Board policies to the extent that such other provisions may be inconsistent with this Policy.

Article 2 Definitions

- A. *2/3 Program* means the program established by ordinance and codified in the Leon County Code as Chapter 16, Article II and Chapter 18, Article II, Division 2, which collectively provides for the improvement of roads, water, and sewage disposal systems within the unincorporated area of the County.
- B. *Agreement* means the Agreement for Financial Assistance and Repayment, in such form as shall be approved by the County Attorney, executed by an Owner and recorded as a lien on the Homestead Property of the Owner, and which provides the terms of repayment by the Owner of any financial assistance advanced by the County in accordance with the Policy.
- C. *Applicant* means an Owner, or his or her authorized representative, who applies for financial assistance pursuant to the Program.
- D. *Application* means the Applicant's written request for financial assistance pursuant to the Program, in such written form as shall be approved by the County Attorney.
- E. *Assessed Value* means the assessed value of a Homestead Property, as determined by the Leon County Property Appraiser, upon which the Tax Collector relies in establishing the amount of real property taxes due and payable by an Owner.
- F. *Board* means the Leon County Board of County Commissioners.
- G. *CARDS Program* means the programs established by ordinance and codified in the Leon County Code which result in the "County Acceptance of Roads and Drainage Systems" which, in addition to the 2/3 Program, includes the program codified in the Leon County Code as Chapter 18, Article IV, Division 2, which provides for improvements to stormwater control and drainage systems within the unincorporated area of the County.
- H. *Clerk* means the Leon County Comptroller and Clerk of the Circuit Court.

- I. *County* means Leon County, Florida, a charter county and political subdivision of the State of Florida, and its employees, departments, and divisions.
- J. *Escheatment Tax Deed* means the reversion to the County by tax deed of a parcel of real property, pursuant to Section 197.502(8), Florida Statutes, as may be amended from time to time, resulting from the passage of three years during which such parcel remained on the Clerk's List of Lands Available.
- K. *Homestead Property* means the Owner's parcel of real property that is scheduled to be sold, or has been sold, pursuant to a Notice of Application for Tax Deed.
- L. *List of Lands Available* means the Clerk's list of lands available for taxes containing, in accordance with Section 197.502(7), Florida Statutes, as may be amended from time to time, those parcels of real property for which there were no bidders at the Clerk's public sale by tax deed.
- M. *Notice of Application for Tax Deed* means the statutory notice prescribed by Fla. Stat. §197.522, or as that section may be amended from time to time, informing the Owner that an application for a tax deed has been made and that the Owner's Homestead Property will be sold at public auction unless back taxes are paid.
- N. *Owner* means a person who has, or previously had, legal or equitable title to a parcel of real property for which an exemption from taxation has been granted by the Property Appraiser pursuant to either Fla. Stat. §196.031, regarding exemption of homesteads, or Fla. Stat. §196.101, regarding exemption for totally and permanently disabled persons, or as those sections may be amended from time to time; such legal or equitable title may held by the entireties, jointly, or in common with others.
- O. *Policy* means this Homestead Loss Prevention Program as adopted by the Board and as may be amended from time to time.
- P. *Program* means the Homestead Loss Prevention Program.
- Q. *Property Appraiser* means the Leon County Property Appraiser.
- R. *Qualifying Tax Year* means the tax year in which the sale occurred of the oldest tax certificate included in the opening bid at the tax deed sale of the Applicant's Homestead Property.
- S. *Real Estate Policy* means the Real Estate Policy as adopted by the Board on June 14, 2016 and as may be amended from time to time.
- T. *Special Assessment* means a special assessment levied by the Board pursuant to its CARDS Program, which includes the 2/3 Program.
- U. *Tax Collector* means the Leon County Tax Collector.
- V. *Written Procedures* means the uniform and clear written procedures developed and maintained for implementation of the Board's directives in this Policy.

**Article 3
Responsibilities**

- A. The County Administrator, or designee, shall be charged with the responsibility of developing and maintaining uniform and clear written procedures for managing and administering the Board's directives in this Policy.
- B. The departmental responsibility for managing and implementing the provision of the financial assistance in accordance with the directives in this Policy and the Written Procedures shall be as designated by the County Administrator;
- C. The County Attorney, or designee, shall be charged with the following responsibilities:
 - 1. Preparing, reviewing, and approving the form of any and all legal documents necessary for the implementation of the directives in this Policy and the Written Procedures;
 - 2. Providing legal advice, as necessary, in the development of the Written Procedures; and
 - 3. Providing legal support, as necessary, in the enforcement of the Owner's obligations pursuant to the terms of the Agreement for financial assistance.

**Article 4
Tax Deed Sale Due to Special Assessment**

- A. Any Owner facing the imminent loss of his or her Homestead Property by tax deed sale, or whose Homestead Property has been placed on the List of Lands Available and is facing loss by escheatment to the County, resulting from the nonpayment of a Special Assessment, may themselves, or through an authorized representative, submit to the applicable County department a duly executed Application seeking financial assistance to prevent such loss.
- B. Upon receipt of the duly executed Application, the County shall determine whether the Owner qualifies for such financial assistance by satisfying the following criteria:
 - 1. The Owner's Homestead Property must be subject to a tax certificate resulting solely, or in part, from the nonpayment of a delinquent Special Assessment;
 - 2. The loss of the Owner's Homestead Property must be imminent as evidenced by either (i) the Owner's receipt of the Notice of Application for Tax Deed, or (ii) the Clerk's placement of the Owner's Homestead Property on the List of Lands Available;
 - 3. The Assessed Value of the Owner's Homestead Property for the Qualifying Tax Year must be no greater than Seventy-Five Thousand and 00/100 Dollars (\$75,000); and
 - 4. The Owner's Homestead Property must not be subject to an existing or imminent legal action to foreclose a mortgage or other such secured claim, as evidenced by the absence of a recorded lis pendens against the Homestead Property and the written confirmation of the property owner that there are no pending delinquencies of mortgage payments greater than 90 days.
- C. The Applicant must provide written acknowledgment that the payment of any and all amounts not associated with the Special Assessments which may be necessary to redeem the tax certificates to prevent the loss of the Homestead Property by tax deed including, but not

limited to, solid waste assessments, stormwater assessments, and ad valorem property taxes shall be the responsibility of the Owner and shall be delivered to the County at the time of signing the Agreement in the form of a cashier's check made payable to the Tax Collector.

- D. Upon confirmation that the Owner qualifies for such financial relief under this Article 4, the County shall provide the Owner with documentation and guidance as necessary for the Owner to obtain the financial assistance and redeem the tax certificate in a manner sufficient to prevent the loss of the Owner's Homestead Property by tax deed.

Article 5
Tax Deed Sale Due to Total and Permanent Disability

- A. Any Owner facing the imminent loss of his or her Homestead Property by tax deed sale, or whose Homestead Property has been placed on the List of Lands Available and is facing loss by escheatment to the County, resulting from the financial impact of being totally and permanently disabled, may themselves, or through an authorized representative, submit to the applicable County department a duly executed Application seeking financial assistance to prevent such loss.
- B. Upon receipt of the duly executed Application, the County shall determine whether the Owner qualifies for such financial assistance by satisfying the following criteria:
1. The Owner, as of the date of the Application, must have been granted an exemption from taxation for the Homestead Property pursuant to Fla. Stat. §196.101, or as that section may be amended from time to time, based on one of the following conditions:
 - a. The Owner is a quadriplegic; or
 - b. The Owner is a paraplegic, hemiplegic, or any other totally and permanently disabled person who must use a wheelchair for mobility or who is legally blind; provided, however, that such Owner must also satisfy the income limitations pursuant to Fla. Stat. §196.101(4)(a), or as that section may be amended from time to time;
 2. The loss of the Owner's Homestead Property must be imminent as evidenced by either (i) the Owner's receipt of the Notice of Application for Tax Deed, or (ii) the Clerk's placement of the Owner's Homestead Property on the List of Lands Available; and
 3. The Owner's Homestead Property must not be subject to an existing or imminent legal action to foreclose a mortgage or other such secured claim, as evidenced by the absence of a recorded lis pendens against the Homestead Property and the written confirmation of the property owner that there are no pending delinquencies of mortgage payments greater than 90 days.
- C. Upon confirmation that the Owner qualifies for such financial relief under this Article 5, the County shall be responsible for providing the Owner with documentation and guidance as necessary for the Owner to obtain the financial assistance and redeem the tax certificate in a manner sufficient to prevent the loss of the Owner's Homestead Property by tax deed.

Article 6
Loss of Homestead Property by Escheatment Tax Deed;
County's Conveyance to Prior Record Owner

- A. Any Owner determined by the County to be the prior record Owner and occupant of a Homestead Property as of the date the County acquired such Homestead Property by Escheatment Tax Deed, may, upon acceptance of the County's offer to convey such Homestead Property back to such prior record Owner pursuant to Fla. Stat. §197.592(1), submit to the applicable County department a duly executed Application seeking financial assistance to accomplish such conveyance.
- B. Upon receipt of the duly executed Application, the County shall determine whether the Owner qualifies for such financial assistance by satisfying the following criteria:
1. The loss of the Owner's Homestead Property to the County by Escheatment Tax Deed must have been caused solely, or in part, by the nonpayment of a delinquent Special Assessment;
 2. The Assessed Value of the Owner's Homestead Property for the Qualifying Tax Year must be no greater than Seventy-Five Thousand and 00/100 Dollars (\$75,000); and
 3. In accordance with Fla. Stat. §197.592(1), the Applicant shall provide the Owner's acknowledgement of the following:
 - a. a description of the Homestead Property for which the conveyance is sought;
 - b. the name and address of the Owner;
 - c. the date the County acquired title of the Homestead Property by Escheatment Tax Deed;
 - d. that the Homestead Property, at the date the County acquired title, was used as the Owner's permanent residence or as the permanent residence of another or others legally or naturally dependent upon him or her;
 - e. a brief statement of the facts and circumstances upon which the Owner bases the request for the County to convey the Homestead Property to the Owner;
 - f. the agreement to execute and deliver to the County an Agreement for Financial Assistance and Repayment, in accordance with Article 7 below, promising to repay to the County an amount no less than those amounts set forth in Fla. Stat. §§197.592(1) and (2) including, but not limited to, an amount equal to all taxes, including Special Assessments and any other County and municipal taxes and liens, which had become delinquent and, if the Homestead Property had not been assessed for taxes for the current year, the taxes for the current and omitted years, together with interest and costs provided by law.
- C. Upon confirmation that the Owner qualifies for such financial relief under this Article 6, the County shall be responsible coordinating with the Owner to complete the conveyance of the Homestead Property to the Owner in accordance with the Real Estate Policy.

Article 7
Agreement for Financial Assistance and Repayment

- A. Before proceeding with the provision of financial assistance to the Owner, each Owner shall execute and deliver to the County an Agreement for Financial Assistance and Repayment, in a form to be developed at the discretion of the County Attorney in the best interests of the County to include, but not be limited to, the following:
1. an acknowledgment, as applicable, that the Owner has either (i) received the Notice of Application for Tax Deed, (ii) had his or her Homestead Property placed on the List of Lands Available, or (iii) has lost his or her Homestead Property to the County with the Clerk's issuance of an Escheatment Tax Deed;
 2. an acknowledgment that the Agreement shall be recorded as a lien against their Homestead Property, and that they will remain personally liable for the repayment of any and all amounts of financial assistance provided in the Agreement;
 3. an acknowledgement that, with regard to financial assistance provided pursuant to Article 4 above, the amount of financial assistance provided in the Agreement shall be limited to the amount necessary to redeem only those portions of the tax certificates associated with the delinquent Special Assessment together with the amount necessary to pay off and satisfy any remaining unpaid balance of the Special Assessment not included in the redemption of the current tax certificates;
 4. an acknowledgement that, with regard to financial assistance provided pursuant to Article 6 above, the amount of financial assistance provided in the Agreement shall be limited to the amount set forth in paragraph B.f. of Article 6 above together with the amount necessary to pay off and satisfy any remaining unpaid balance of the Special Assessment not included in such amount;
 5. the Owner's obligation to pay an annual finance charge, at the going rate in an amount not to exceed the maximum amount allowed by law, on any outstanding amounts of financial assistance remaining to be paid;
 6. the Owner's obligation to repay any and all outstanding amounts of financial assistance remaining to be paid in the Agreement, plus any accrued interest, upon the occurrence of either of the following events: (i) a change in the use of the Owner's Homestead Property such that the Owner is no longer entitled to claim a homestead exemption for such property pursuant to Fla. Stat. Chapter 196, or as that Chapter may be amended from time to time, or (ii) any change in the ownership of the Owner's Homestead Property, except for a change in ownership to a surviving spouse when such spouse is eligible to claim the homestead exemption on such property pursuant to Fla. Stat. §196.031(1), or as that section may be amended from time to time; and
 7. the Owner's obligation to pay any and all attorney's fees and costs incurred by the County in any action to enforce repayment of any delinquent amounts of financial assistance provided in the Agreement
- B. Upon the County's receipt of an Agreement duly executed by an Owner, the County, as applicable, shall be responsible for timely delivering to the Tax Collector the amounts of financial assistance as provided in the Agreement, and for assuring that the payment of such

amounts to the Tax Collector are adequate to prevent the loss of the Owner's Homestead Property by tax deed.

- C. In the event any amount of financial assistance provided in the Agreement, plus accrued interest, remains unpaid for more than ninety (90) days after becoming due and payable, such amount shall be deemed delinquent and the County Attorney shall thereafter be authorized to commence, if in the best interest of the County, any legal action available by law for the recovery of the delinquent amount.