# Board of County Commissioners
## Leon County, Florida

**Policy No. 06-3**

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| Title: | Homestead Loss Prevention Program |
| Date Adopted: | April 25, 2006 |
| Effective Date: | April 25, 2006 |
| Reference: | Chapter 16, Article II, Improvements, Leon County Code<br>Chapter 18, Article II, Division 2, Improvements, Leon County Code |
| Policy Superseded: | None |

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It shall be policy of the Board of County Commissioners of Leon County, Florida that a new policy entitled "Homestead Loss Prevention Program" 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 Resolution 06-14, the contents of which is incorporated herein by this reference, is to establish the Homestead Loss Prevention Program to provide financial assistance as a last resort to an Owner facing the imminent loss of his or her Homestead Property by tax deed sale resulting solely from the nonpayment of a Special Assessment.

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 property owners for the redemption of tax certificates on homestead property resulting from nonpayment of a Special Assessment. 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: 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 streets, water, and sewer systems within the unincorporated area of the County.

B. Agreement: 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: an Owner, or his or her authorized representative, who applies for financial assistance pursuant to the Program.

D. Application: 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. Board: the Leon County Board of County Commissioners.

F. County: Leon County, Florida.

G. Homestead Property: a parcel of residential real property upon which an Owner resides and in good faith makes the same his or her permanent residence, or the permanent residence of another or others legally or naturally dependent upon the Owner.

H. Homestead Property Tax Deferral Act: the statutory provision, at Fla. Stat. §197.242 or as may be amended from time to time, which entitles qualified persons to elect to defer payment of a portion of the combined total of the ad valorem taxes and any non-ad valorem special assessments levied on that person's homestead.

I. Notice of Application for Tax Deed: 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.

J. Owner: a person who has legal or beneficial title to a Homestead Property, and who is entitled to the homestead exemptions provided in Fla. Stat. §196.031(1), or as that section may be amended from time to time.

K. Policy: the Homestead Loss Prevention Program as adopted by the Board on April 25, 2006.

L. Program: the Homestead Loss Prevention Program.

M. Public Works: the Leon County Department of Public Works.

N. Special Assessment: a special assessment levied by the Board pursuant to its 2/3 Program.

O. SOH Assessed Value: the "Save Our Homes" 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,

P. Tax Collector: the Leon County Tax Collector.

Q. Written Procedures: the uniform and clear written procedures developed and maintained for implementation of the Board's directives in this Policy.

**Article 3: Responsible Departments**

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 Director of Public Works shall be charged with the responsibility of managing and implementing the provision of the financial assistance in accordance with the directives in this Policy and the Written Procedures;

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: Directives for Implementation of Policy**

A. Qualification Criteria for Financial Assistance:

1. Any Owner, or his or her authorized representative, may submit to Public Works a duly executed Application seeking financial assistance pursuant to the Program.

2. Upon receipt of the duly executed Application, Public Works shall determine whether the Owner qualifies for financial assistance by satisfying the following criteria:

a. The Owner's Homestead Property must be subject to a tax certificate resulting from the nonpayment of a Special Assessment;

b. The loss of the Owner's Homestead Property must be imminent as evidenced by the Owner's receipt of the Notice of Application for Tax Deed;

c. The SOH Assessed Value of the Owner's Homestead Property must be no greater than Twenty-Five Thousand and 00/100 Dollars ($25,0000); and

d. The Owner must provide evidence that he or she previously applied with the Tax Collector for relief under the Homestead Property Tax Deferral Act, and that such application for relief resulted in either: (i) disapproval of the application in whole, or (ii) approval of relief in an amount insufficient to defer the entire amount of taxes due; ***provided, however, that the satisfaction of this condition shall be required only for those applications seeking financial assistance for redemption of tax certificates sold on after January 31, 2007.***

3. Upon confirmation that the Owner qualifies for financial relief under the Program, Public Works 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 sale of the Owner's Homestead Property by tax deed.

B. Agreement for Financial Assistance and Repayment:

1. Before proceeding with the provision of financial assistance to the Owner, each Owner shall execute and deliver to Public Works 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:

a. an acknowledgment that the Owner has received the Notice of Application for Tax Deed;

b. an acknowledgement that the Owner has previously applied with the Tax Collector for relief under the Homestead Property Tax Deferral Act, and that such application for relief resulted in either: (i) disapproval of the application in whole, or (ii) approval of relief in an amount insufficient to defer the entire amount of taxes due;

c. 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;

d. an acknowledgement that any and all amounts of financial assistance provided in the Agreement shall be used solely for the redemption of tax certificates and for payment of any other amounts required to prevent the sale of the Homestead Property by tax deed.

e. 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;

f. 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 homestead exemption for such property pursuant to Fla. Stat. §196.031(1), or as that section 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); and

g. 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

2. Upon the receipt by Public Works of an Agreement duly executed by an Owner, Public Works 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 sale of the Owner's Homestead Property by tax deed.

3. 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.