

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:
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6 **ORDINANCE 2018-104-E**

7 AN ORDINANCE RELATING TO MORTGAGED REAL
8 PROPERTY; AMENDING CHAPTER 179 (MORTGAGE
9 FORECLOSURE REGISTRATION), *ORDINANCE CODE*;
10 CLARIFYING THE PURPOSE AND INTENT DUE TO
11 FORECLOSURES AND MECHANISMS TO AVERT
12 FORECLOSURE; AMENDING AND ADDING VARIOUS
13 DEFINITIONS; CLARIFYING APPLICABILITY OF THE
14 ORDINANCE TO NOT INCLUDE SECOND, THIRD, FOURTH
15 AND FIFTH URBAN SERVICE DISTRICTS; CLARIFYING
16 AND AMENDING THE INSPECTION AND REGISTRATION
17 OF DEFAULTED PROPERTY AND APPOINTMENT OF A
18 PROPERTY MANAGER TO PERFORM CERTAIN
19 MAINTENANCE REQUIREMENTS; AND CLARIFYING ROLE
20 OF NEIGHBORHOODS DEPARTMENT IN ADMINISTRATION
21 AND ENFORCEMENT; PROVIDING FOR A LATE FEE FOR
22 FAILURES TO TIMELY REGISTER OR RENEW
23 REGISTRATION; PROVIDING FOR DIRECTION TO THE
24 CODIFIERS; PROVIDING AN EFFECTIVE DATE.
25

26 **BE IT ORDAINED** by the Council of the City of Jacksonville:

27 **Section 1. Chapter 179 (Mortgage Foreclosure**
28 **Registration) amended.** Title VI (Businesses, Trades and
29 Occupations) is amended to read as follows:
30

TITLE VI. BUSINESSES, TRADES AND OCCUPATIONS

* * *

CHAPTER 179. MORTGAGE FORECLOSURE REGISTRATION

Sec. 179.101 Purpose and intent.

It is the purpose and intent of this Chapter to establish a process to limit and reduce the deterioration of property located within the City of Jacksonville, which property is in mortgage foreclosure, or where mortgage foreclosure is threatened or imminent, or where ownership has been transferred to a lender or ~~mortgagee~~ Mortgagee by any legal method. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner, or structures that are primarily rental. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, arrest property values, and have a negative impact on social perception of the residential areas where they are located. It is a further intent of this Chapter~~intended~~ to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned and vacated properties which are subject to mortgages that may or may not be~~are~~ in ~~a~~Default or Defaulted, to help identify areas that may become blighted due to foreclosure trends in geographic areas of the City and to provide a mechanism to avert foreclosure actions through timely intervention, education or counseling of property owners.

Sec. 179.102 Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions

1 provided in the Florida Building Code shall apply.

2 ~~Abandoned real property means any real property that is under~~
3 ~~a public notice of default, notice of mortgagee's sale, pending tax~~
4 ~~assessor's lien sale, or is pending a mortgage foreclosure, and/or~~
5 ~~properties that have been the subject of a mortgage foreclosure~~
6 ~~sale where title is retained by the mortgagee, and/or any~~
7 ~~properties transferred under a deed in lieu of foreclosure sale, a~~
8 ~~short sale or any other legal means.~~

9 Annual Renewal registration shall mean the requirement for the
10 Mortgagee to renew the registration of the Defaulted property in
11 the Foreclosure Registry while the property remains in Default or
12 while title to the property remains with the Mortgagee when such
13 title was granted to the Mortgagee to resolve the Foreclosure
14 Action. Annual Renewals shall be done 12 months from the date of
15 the initial first action that required registration, as determined
16 by the City of Jacksonville's Housing and Community Development
17 Division Neighborhoods Department, or its designee, and every
18 subsequent 12 months the property remains in Default or while title
19 to a property remains with the Mortgagee when such title was
20 granted to the Mortgagee to resolve the Foreclosure Action. The
21 date of the initial registration may be different than the date of
22 the first action that required registration.

23 City or City of Jacksonville means the First Urban Services
24 District, and shall not mean the Second, Third, Fourth or Fifth
25 Urban Services Districts

26 Default or Defaulted means a claim by a ~~m~~Mortgagee, ~~or other~~
27 ~~lien holder,~~ that the mortgagor has not complied with the terms of
28 the mortgage on the property or other evidence of the debt referred
29 to in the mortgage, as evidenced by the initiation of a Foreclosure
30 Action.

1 Enforcement eOfficer means any fulltime law enforcement
2 officer, building official, fire inspector or code enforcement
3 officer employed by the City of Jacksonville.

4 Evidence of vVacancy means any condition that on its own, or
5 combined with other conditions present, would lead a reasonable
6 person to believe that the property is vVacant. Such conditions may
7 include, but are not limited to: overgrown and/or dead vegetation;
8 electricity, water or other utilities turned off; stagnant swimming
9 pool; or statements by neighbors, passers-by, delivery agents or
10 government agents.

11 Foreclosure or Foreclosure Action means the legal process by
12 which a ~~mMortgagee, or other lien holder,~~ terminates or attempts to
13 terminate a property owner's equitable right of redemption to
14 object legal and equitable title to the real property subject to
15 the lien held by that ~~mMortgagee or other lien holder.~~ ~~This~~
16 ~~definition shall include, but is not limited to, public notice of~~
17 ~~default, deed in lieu of foreclosure, sale to the mortgagee or lien~~
18 ~~holder prior to certificate of title, certificate of title and all~~
19 ~~other processes, activities and actions, by whatever name,~~
20 ~~associated with the described process.~~ The legal process is not
21 concluded until title to the property is transferred to a third
22 party either before or after certificate of title or until the
23 legal process is dismissed.

24 Foreclosure Registry means a web-based electronic database of
25 searchable real property records, used by the City of Jacksonville
26 to allow Mortgagees the opportunity to register Defaulted
27 properties and pay applicable fees as required in this Chapter.

28 ~~Local~~ means ~~within the boundaries of the City of Jacksonville,~~
29 ~~Florida.~~

30 ~~Local Agent~~ means ~~the property manager or agent designated by~~

1 ~~the mMortgagee upon registration as required under this Chapter.~~
2 ~~The Local Agent's office must be located within 20 miles of the~~
3 ~~City of Jacksonville.~~

4 *Mortgagee* means the creditor, including but not limited to,
5 trustees; servicing companies; lenders; any agent, servant or
6 employee of the creditor; any successor in interest; or any
7 assignee of the creditor's rights, interests or obligations under
8 the mortgage agreement, or any other person or entity with the
9 legal right to foreclose on the real property, excluding properties
10 owned by the City, State of Florida and any federal agency or
11 entity but not including Fannie Mae and Freddie Mac.

12 *Owner* means every person, entity, or ~~Mortgagee service company,~~
13 who alone or severally with others:

14 (1a) Has legal or equitable title to any dwelling, dwelling
15 unit, mobile dwelling unit, residential building, residential
16 structure, residential parcel of land, ~~v~~Vacant or otherwise,
17 including but not limited to, a mobile home park; or

18 (2b) Has legal care, charge or control of any dwelling,
19 dwelling unit, mobile dwelling unit, residential building,
20 residential structure or residential parcel of land, ~~v~~Vacant or
21 otherwise, including a mobile home park, in any capacity, including
22 but not limited to, agent, executor, executrix, administrator,
23 administratix, trustee or guardian of the estate of the holder of
24 legal title; or

25 (3c) Is a ~~m~~Mortgagee in possession of any such property, or is
26 a ~~m~~Mortgagee with actual control of access to the property by any
27 means including, but not limited to, changing locks or putting on a
28 lock box; or

29 (4d) Is an agent, trustee or other person appointed by the
30 courts and vested with possession or control of any such property.

1 The Property Manager shall not be considered the Owner.

2 Property Manager means any party designated by the Owner as
3 responsible for inspecting, maintaining and securing the property
4 as required in this Chapter.

5 Vacant or Vacancy means any building, ~~or structure or property~~
6 that is not lawfully occupied ~~or inhabited by human beings as~~
7 evidenced by the conditions set forth in the definition of
8 "evidence of vacancy" above.

9 **Sec. 179.103. Applicability and jurisdiction.**

10 This Chapter applies to ~~abandoned and vacant~~ Defaulted
11 property located within the City of Jacksonville, which property is
12 in or has been in mortgage foreclosure, or where ownership has been
13 transferred to a lender or mortgagee by any legal method. This
14 Chapter does not apply to the Second, Third, Fourth or Fifth Urban
15 Service Districts.

16 **Sec. 179.104. Inspection and registration of foreclosed real**
17 **Defaulted property by ~~m~~Mortgagee holding mortgages in ~~d~~Default.**

18 The fees listed below can be found electronically on the
19 following City of Jacksonville webpage: www.coj.net/fees.

20 (a) Any ~~m~~Mortgagee who holds a mortgage on real property
21 located within the City of Jacksonville shall perform an inspection
22 of the property upon it being in ~~d~~Default or Defaulted by the
23 mortgagor or prior to the issuance of a notice of default.

24 (b) Property inspected pursuant to subsection (a) above that
25 remains in ~~d~~Default or Defaulted, shall be inspected every 30 days
26 by the ~~m~~Mortgagee or ~~m~~Mortgagee's designee.

27 (c) Within ten days of the date any ~~m~~Mortgagee declares its
28 mortgage to be in ~~d~~Default or Defaulted, the ~~m~~Mortgagee shall
29 register the real property with the City of Jacksonville's ~~Housing~~
30 ~~& Community Development Division, or its designee, on forms~~

1 ~~promulgated by the Housing & Community Development Division, or~~
2 ~~other manner as directed~~ Foreclosure Registry, and, at the time of
3 registration, indicate whether the property is ~~v~~Vacant, ~~shows~~
4 ~~evidence of vacancy or is occupied~~, and if so shall designate in
5 writing a ~~Local Agent~~ Property Manager to inspect, maintain and
6 secure the real property subject to the mortgage in ~~a~~Default or
7 Defaulted. A separate registration is required for each Defaulted
8 ~~property, whether it is found to be vacant or occupied.~~

9 (d) Initial Registration pursuant to this section shall
10 contain at a minimum the name of the ~~m~~Mortgagee, the mailing
11 address of the ~~m~~Mortgagee, e-mail address, telephone number and
12 name of the Property Manager~~Local Agent~~ and said person's address,
13 e-mail address, and telephone number. ~~The Local Agent shall be~~
14 ~~responsible to inspect, secure and maintain the property. The Local~~
15 ~~Agent named in the registration shall be located within 20 miles of~~
16 ~~the City of Jacksonville and available to be contacted by the City,~~
17 ~~Monday through Friday between 9:00 a.m. and 5:00 p.m., legal~~
18 ~~holidays excepted.~~

19 (e) At the time of initial registration each registrant shall
20 pay a non-refundable annual registration fee for each
21 ~~registration~~Defaulted property. Subsequent Annual Renewals of
22 Defaulted properties~~registrations~~ and fees are due within 30 days
23 of the expiration of the previous registration. Said fees shall be
24 used to offset the costs of (1) registration and registration
25 enforcement, (2) code enforcement and mitigation related to
26 ~~blighted and deteriorating foreclosed~~ Defaulted properties ~~that~~
27 ~~were owner occupied~~, (3) post-closing counseling and foreclosure
28 intervention limited to owner-occupied persons in ~~a~~Default, which
29 may not include cash and mortgage modification assistance, and (4)
30 ~~may be used~~ for any related purposes as may be adopted in the

1 policy set forth in Section 179.110 below. Said fees shall be
2 deposited to a special account in the ~~Housing & Community~~
3 ~~Development Division~~Neighborhoods Department dedicated to the cost
4 of implementation and enforcement of this ordinance, ~~combating~~
5 ~~blight in affected neighborhoods~~ and fulfilling the purpose and
6 intent of this Chapter, consistent with the policy adopted by the
7 ~~Housing & Community Development Division~~Neighborhoods Department in
8 Section 179.110, and any registries so required. None of the funds
9 provided for in this section shall be utilized for the legal
10 defense of foreclosure actions.

11 (f) Beginning on July 1, 2015, each individual property on
12 the ~~registry~~Foreclosure Registry that has been registered for 12
13 months or more prior to that date shall have 30 days to renew the
14 registration and pay the annual renewal fee. The anniversary date
15 for annual renewal of registration for these properties shall be
16 deemed to be July 1 each subsequent year. Properties registered
17 less than 12 months prior to July 1, 2015 shall use the date of
18 initial registration as their annual renewal date and shall pay the
19 fee on the anniversary of the initial registration each subsequent
20 year.

21 (g) ~~If the defaulted mortgage and/or servicing on a~~
22 ~~property is sold or transferred, the new mortgagee is subject to~~
23 ~~all the terms of this Chapter. Within ten days of the transfer, the~~
24 ~~new mortgagee shall register the property or update the existing~~
25 ~~registration and pay a registration update fee of \$50. Any and all~~
26 ~~previous unpaid fees, regardless of who the mortgagee was at the~~
27 ~~time of registration was required, including but not limited to~~
28 ~~unregistered periods during the foreclosure process shall be the~~
29 ~~responsibility of the new mortgagee and are due and payable with~~
30 ~~the updated registration.~~ If the mortgage on a Defaulted property

1 is sold or transferred, within ten days of the transfer or sale,
2 the new Mortgagee shall update the existing registration and shall
3 be responsible for all required renewals and updates during the new
4 Mortgagee's involvement with the Defaulted property. The previous
5 Mortgagee will not be released from the responsibility of paying
6 all previous unpaid fees and fines accrued during that Mortgagee's
7 involvement with the Defaulted property. The provisions of this
8 section are cumulative with and in addition to other available
9 remedies. Moreover, the Director of the Neighborhoods Department or
10 his or her designee is authorized and empowered to refer the
11 previous Mortgagee's non-payment of previous fees and fines to the
12 Special Magistrate or a court of competent jurisdiction for
13 enforcement.

14 (h) If the ~~m~~Mortgagee of a foreclosed real property sells or
15 transfers the Defaulted property in a non-arm's length transaction
16 to a related entity or person, the transferee is subject to all the
17 terms of this Chapter, and within ten days of the transfer, ~~the~~
18 ~~transferee~~ shall register the Defaulted property or update the
19 existing registration and ~~pay a registration update fee of \$50. Any~~
20 ~~and all previous unpaid fees, regardless of who the mortgagee was~~
21 ~~at the time registration was required, including but not limited to~~
22 ~~unregistered periods during the foreclosure process, are the~~
23 ~~responsibility of the new owner of the foreclosed property and are~~
24 ~~due and payable with the updated registration.~~ The previous
25 Mortgagee will not be released from the responsibility of paying
26 all previous unpaid fees and fines accrued during that Mortgagee's
27 involvement with the Defaulted property. The provisions of this
28 section are cumulative with and in addition to other available
29 remedies. Moreover, the Director of the Neighborhoods Department or
30 his or her designee is authorized and empowered to refer the

1 previous Mortgagee's non-payment of previous fees and fines to the
2 Special Magistrate or a court of competent jurisdiction for
3 enforcement.

4 (i) If the Defaulted property is not registered ~~and~~ or either
5 the registration fee or the Annual Renewal fee is not paid within
6 30 days of when the registration or Annual Renewal is required
7 pursuant to this section, a late fee per property shall be charged
8 for each month the registration or Annual Renewal remains unpaid or
9 unregistered/renewed during that registration period ~~and shall be~~
10 ~~due and payable with the registration.~~ This section shall apply to
11 the initial registration and registrations required by subsequent
12 owners of the ~~Defaulted~~ mortgage and/or ~~foreclosed~~ Defaulted
13 property. ~~Each period where the registration fee is late shall be~~
14 ~~assessed a late charge of \$50. Registrations delinquent greater~~
15 ~~than 30 days are subject to additional fines as described by~~
16 ~~Section 179.106(g) herein.~~

17 (j) This section shall also apply to properties that have
18 been the subject of a foreclosure sale where title is transferred
19 to the ~~m~~Mortgagee as well as any properties transferred to the
20 ~~m~~Mortgagee under a deed in lieu of foreclosure or by any other
21 legal means.

22 (k) Properties subject to this section shall remain subject
23 to the ~~annual registration~~ Annual Renewal requirement, and the
24 inspection, security, and maintenance standards of this section as
25 long as the mortgage is under foreclosure or in ~~Default~~ or
26 Defaulted.

27 (l) Failure of the ~~m~~Mortgagee and/or property owner of record
28 to properly register or to modify the registration ~~from time to~~
29 ~~time~~ to reflect a change of circumstances as required by this
30 ordinance is a violation of this ~~e~~Chapter and shall be subject to

1 enforcement by any of the enforcement means available to the City
2 of Jacksonville.

3 (m) Pursuant to any judicial finding and determination that
4 any property is in violation of this ~~e~~Chapter the City may take the
5 necessary action to ensure compliance with and place a lien on the
6 property for the cost of the ~~work performed to benefit the~~
7 ~~property~~outstanding obligation and any additional cost incurred to
8 ~~and to bring it~~ the property into compliance.

9 **Sec. 179.105. Maintenance requirements.**

10 Properties subject to this Chapter shall be maintained in
11 accordance with the City's property safety standards found in
12 Chapter 518, Ordinance Code.

13 **Sec.179.106. Security and additional maintenance requirements.**

14 (a) Properties subject to this Chapter shall be maintained in
15 a secure manner so as not to be accessible to unauthorized persons.

16 (b) A "secure manner" shall include, but not be limited to,
17 the closure and locking of windows, doors, gates and other openings
18 of such size that may allow a child or adult to access the interior
19 of the property and/or structure. Broken windows shall be secured
20 by reglazing or boarding. Vacant properties shall be secured in
21 the manner provided in Ch. 518, Ordinance Code for securing
22 properties.

23 (c) If a ~~mortgage on a property is in default, and the~~
24 ~~property has~~ Defaulted property becomes Vacant~~vacant or abandoned,~~
25 a Property Manager~~Local Agent~~ shall be designated by the ~~Mortgagee~~
26 to perform the work necessary to bring the property into compliance
27 with the ~~Code of Ordinances~~Ordinance Code and the Property Manager
28 ~~Local Agent~~ must perform regular inspections to verify continued
29 compliance with the requirements of this section, and any other
30 applicable laws or ordinances of the City of Jacksonville. This

1 obligation shall remain in effect while the property remains under
2 the control of the Mortgagee.

3 (d) When a property subject to this Chapter becomes Vacant ~~or~~
4 ~~abandoned~~, it shall be posted with the name and 24-hour contact
5 telephone number of the Property Manager~~Local Agent~~. The Property
6 Manager shall be available to be contacted by the City Monday
7 through Friday between 9:00 a.m. and 5:00 p.m., legal holidays
8 excepted. The sign shall be placed in a window facing the street
9 and shall be visible from the street. The posting shall be no less
10 than 18 inches by 24 inches and shall be of a font that is legible
11 from a distance of 45 feet. The posting shall contain the following
12 language with supporting information:

13 THIS PROPERTY IS MANAGED BY _____.
14 AND IS INSPECTED ON A REGULAR BASIS. _____.
15 THE PROPERTY MANAGER CAN BE CONTACTED _____.
16 BY TELEPHONE AT _____.
17 OR BY EMAIL AT _____.

18 (e) The posting required in subsection (d) above shall be
19 placed on the interior of a window facing the street to the front
20 of the property so that it is visible from the street, or secured
21 to the exterior of the building/structure facing the street to the
22 front of the property so that it is visible from the street or if
23 no such area exists, on a stake of sufficient size to support the
24 posting in a location that is at all times visible from the street
25 to the front of the property but not readily accessible to vandals.
26 Exterior posting shall be constructed of and printed with weather-
27 resistant materials.

28 (f) Failure of the ~~m~~Mortgagee and/or property owner of record
29 to properly inspect and secure a property subject to this Chapter,
30 and post and maintain the signage noted in this section, is

1 unlawful and a Class C violation and shall be subject to
2 enforcement by any of the enforcement means available to the City
3 of Jacksonville. Pursuant to a finding and determination, the City
4 of Jacksonville may take the necessary action to ensure compliance
5 with this section, and recover costs and expenses in support
6 thereof.

7 (g) In addition to the late fees authorized in Section
8 179.104(i), above, failure of the Mortgagee to register a
9 property pursuant to this Chapter or for any other violation of
10 this Chapter shall also authorize the City to impose a civil
11 penalty in the amount of up to \$500 against the Mortgagee for each
12 offense, with each day the violation is allowed to continue
13 constituting a separate offense. Upon written notice of
14 noncompliance from the City or its designee, the Mortgagee shall
15 have 2030 days from the date of the notice of noncompliance to
16 register the Defaulted property and pay the registration fee and
17 any additional fees or costs (such as any accrued late fee or costs
18 and expenses incurred by or on behalf of the City to abate code
19 violations or update fee noted within the letter of noncompliance)
20 or correct any other violation of this Chapter. If the Mortgagee
21 fails to timely register the Defaulted property and make these
22 payments within the time allotted above, the City, through its
23 Neighborhoods Department staff, shall be authorized to pursue
24 enforcement against the Mortgagee or any other responsible party
25 through the Special Magistrate/Code Enforcement Board process or by
26 initiating an action in the appropriate jurisdictional court to
27 collect the penalties, fees and expenses authorized in this
28 Chapter. In any court action, the City shall be authorized to
29 recover its reasonable attorney's fees and costs expended in
30 establishing the violation. \$500 civil penalty shall be imposed

1 ~~upon mortgagee and shall be payable to the City of Jacksonville~~
2 ~~within 15 days of receipt of notice of delinquent payment, along~~
3 ~~with any other registration fees which have not been paid by that~~
4 ~~date. The provisions of this section are cumulative with and in~~
5 ~~addition to other available remedies. Moreover, the Housing and~~
6 ~~Community Development Division Staff of the Planning and~~
7 ~~Development Department is authorized and empowered to refer the~~
8 ~~Notice of Noncompliance to the City Code Enforcement Special~~
9 ~~Magistrate for disposition.~~

10 **Sec. 179.107. Additional authority.**

11 (a) If ~~an appropriate~~ a City Code Enforcement
12 ~~Administrator~~Officer has reason to believe that a property subject
13 to the provisions of this Chapter is posing a serious threat to the
14 public health safety and welfare, the Code Enforcement
15 ~~Administrator~~Officer may bring the violations before the City's
16 Code Enforcement Board or Code Enforcement Special Magistrate, or a
17 court of competent jurisdiction as soon as possible to address the
18 conditions of the property. Nothing herein shall limit the City
19 from abating any nuisance or unsafe condition by any other legal
20 means available to it.

21 (b) If there is a finding that the condition of the property
22 is posing a serious threat to the public health safety and welfare,
23 then the Code Enforcement Board or Code Enforcement Special
24 Magistrate or a court of competent jurisdiction may direct the City
25 to abate the violations and charge the ~~m~~Mortgagee with the cost of
26 abatement.

27 (c) If the ~~m~~Mortgagee does not reimburse the City for the
28 cost of abatement within 30 days of the City sending the ~~m~~Mortgagee
29 the invoice, then the City may lien the property with the cost of

1 abatement, along with an administrative fee of as found in
2 www.coj.net/fees, to recover the administrative personnel services.

3 **Sec. 179.108. Provisions Supplemental.**

4 Nothing contained in this Chapter shall prohibit the City of
5 Jacksonville from enforcing its codes by any other means,
6 including, but not limited to, injunction, abatement or as
7 otherwise provided by law or ordinance.

8 **Sec. 179.109 ~~Criminal Penalties.~~**

9 Unless otherwise provided for in this Chapter, a violation of
10 this Chapter is declared unlawful and shall be a Class B offense.

11 **Sec. 179.110. Adoption of policy and rules and regulations;
12 declaration of municipal purpose.**

13 ~~Subject to the review and approval of City Council, tThe~~
14 ~~Housing and Community Development Division~~Neighborhoods Department
15 ~~of the Planning and Development Department~~ is authorized and
16 empowered to adopt any policies, rules and regulations necessary,
17 and expend funds as may be reasonably necessary and available to
18 carry out the terms of this Chapter, the expenditure of such funds
19 having been declared a proper public purpose herein.

20 **Sec. 179.111. ~~Expenditure of funds; mMonitoring and~~
21 ~~compliance.~~**

22 The City fees collected for Foreclosed Land in the Foreclosure
23 Registry shall be deposited in sub fund 1N1. Council shall
24 authorize all appropriations from the sub fund. The ~~Planning and~~
25 ~~Development~~Neighborhoods Department, ~~where Housing and Community~~
26 ~~Development operates,~~ shall commit to tracking expenses for funds
27 authorized in subsection 179.104(e)~~through a tiered strategy system~~
28 ~~policy, adopted by City Council,~~ and shall concurrently submit
29 annual reports to the Council Auditor's Office and the Finance
30 Committee. The expenditures from the ~~Foreclosed Land~~Foreclosure

1 Registry shall be tracked allocating those funds to show how the
2 funds were requested, issued, and used ~~in relation to the tiered~~
3 ~~strategy policy and personnel~~. Such detail shall be in accordance
4 with instructions provided by the Council Auditor's Office. The
5 annual reporting of activity will provide the ability to
6 substantiate the appropriate use of the ~~Foreclosed Land~~ Foreclosure
7 Registry fees ~~in all years going forward as of October 1, 2015~~ with
8 the first report made available sixty days after fiscal year end.

9 **Sec. 179.112. Auditing Rights; Inspection of Books and**
10 **Records; Monthly and Annual Reports.**

11 If the City selects a vendor to administer the provisions of
12 this Chapter through a contractual arrangement, the following
13 auditing provisions shall apply to the selected vendor and shall be
14 included in the contract with the vendor. The ~~Planning and~~
15 ~~Development~~ Neighborhoods Department, ~~where Housing and Community~~
16 ~~Development operates,~~ and the City Council Auditors, shall have the
17 right, during normal business hours, to enter the vendor's business
18 property, upon reasonable prior notice, to inspect the operations
19 and facilities of the vendor and to audit, inspect and examine the
20 vendor's books and records and state and federal tax returns,
21 insofar as they relate to compliance with the contractual
22 provisions, this Chapter and any rules adopted by the ~~Planning and~~
23 ~~Development~~ Neighborhoods Department pursuant hereto. This
24 information shall include, but not be limited to, the following:
25 billing rates, billing amounts, accounts receivable and list of
26 accounts. Additionally, the City Council Auditors may communicate
27 directly with customers (~~m~~ Mortgagees in this case) for the purpose
28 of confirming compliance with this Section. To the extent
29 authorized by ~~F.S. §119.165,~~ any, or other applicable law, this
30 information shall remain confidential. Refusal to permit inspection

1 shall be cause for suspension or revocation of the vendor contract.
2 The vendor shall deliver to the ~~Planning and~~
3 ~~Development~~Neighborhoods Department a true and correct monthly
4 report of gross receipts generated during the previous month for
5 all registrations, fees, and penalties within the City on or before
6 the last day of each month. The vendor shall, on or before 90 days
7 following the close of the City's fiscal year, deliver to the
8 ~~Planning and Development~~Neighborhoods Department a statement of its
9 annual gross receipts generated from accounts within the City
10 reflecting gross receipts within the City for the preceding City
11 fiscal year. The statement shall be audited by an independent
12 certified public accountant licensed to do business in the state,
13 and shall be accompanied by the certified public accountant's
14 opinion of its accuracy without qualifications or reservations.

15 **Section 2. Severability.** It is hereby declared to be the
16 intention of the City Council of the City of Jacksonville that the
17 sections, paragraphs, sentences, clauses and phrases of this
18 ordinance are severable, and if any phrase, clause, sentence,
19 paragraph or section of this ordinance shall be declared
20 unconstitutional by the valid judgment or decree of a court of
21 competent jurisdiction, such unconstitutionality shall not affect
22 any of the remaining phrases, clauses, sentences, paragraphs and
23 sections of this Ordinance.

24 **Section 3. Direction to the Codifiers.** The Jacksonville
25 City Council enacted changes to Chapter 179 through two pieces of
26 legislation, Ordinance 2017-665-E and Ordinance 2018-104-E,
27 simultaneously on March 27, 2018. In order to effectuate the
28 intent of Council, Ordinance 2017-665-E must be codified first
29 before Ordinance 2018-104-E. The legislation through the amendment
30 process has been drafted to reflect this order to priorities.

1 **Section 4. Effective Date.** This ordinance shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.

4 Form Approved:

5

6 /s/ Paige Hobbs Johnston

7 Office of General Counsel

8 Legislation prepared by: Jason R. Teal

9 GC-#1198693-v1-2018-104-E.doc

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