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CITY OF HALLANDALE BEACH ADMINISTRATIVE POLICY

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August 6, 2025

APPROVED

Policy-Version Number
2025-XX-R8

Jeremy Earle, City Manager/CRA Executive Director

MITIGATION OF LIENS AND FINES POLICY 2025-R8

Policy Owner: Department of Sustainable Development
Responsible Department-Position/Role: Code Compliance Official
Policies Cross Referenced: N/A
Policy Title(s) and Number(s):

- **Mitigation of Fines and Liens 2014-002/R6**
- **Mitigation of Fines and Liens 2023-R7**

POLICY PURPOSE/INTENT

The purpose of this policy is to familiarize all personnel with the mitigation of fines and liens process and its operation. It is in addition to the City Charter and Code of Ordinances in accordance with City Ordinance section 9-46. It is not intended to change, alter, or supersede Florida State Statutes, or City Charter or Code of Ordinances.

It is also recognized that no document can be created which will cover all circumstances for all times. Therefore, this document is considered a flexible guide to operational efficiency. Deviations made from the strict interpretation of this policy should be backed up by sound professional judgment and responsible integrity.

From time-to-time parts of this policy will be amended or rescinded, as dictated by the efficiency needs of the City Manager.

The following documents are incorporated within this policy:

- Ordinance No. 2014-23, Effective Date: September 3, 2014
- Resolution No. 2014-11, Effective Date: February 5, 2014,
- Chapter 9, Section 9-46 Amended Date: September 3, 2014
- Chapter 2, ARTICLE VI. - CODE OF ETHICS: May 5, 2010

ROLES & RESPONSIBILITIES

BACKGROUND:

The Department of Sustainable Development (DSD) is responsible for processing the mitigation of Special Magistrate and/or Code Enforcement Board fines and liens.

ACTION:

The Code Compliance Division is responsible for ensuring the City's mitigation of fines and liens process is in accordance with state statutes, City ordinances and City Code of Ethics. The underlying premise for this mitigation of fines and liens Standard Operating Procedures is to promote and foster remedies of the code violations and abatement of the slum and blighted conditions, so the public health, safety and welfare of its residents are maintained.

MISSION:

The City of Hallandale Beach is dedicated to enhancing the quality of life in our community in a fiscally responsible manner by providing superior services that meet the needs of our community as well as plan for their future needs through continued communication.

GOALS AND OBJECTIVES:

Encourage property owners to abate code violations and have the fines reduced significantly to a more reasonable amount. The procedures will also enable the sale of foreclosure properties with fines accruing, so violations can be abated and fines mitigated under certain circumstances. Finally, the amended procedures will allow the City the ability to recover costs incurred on code compliance cases through the mitigation process. The goal of these procedures is to seek remedy of the code violations and abatement of the slum and blighted conditions, so the public health, safety and welfare of its residents are maintained.

GENERAL:

This section is to establish standardized, formal procedures for controlling the mitigation of fines and liens.

DESIRED OUTCOME:

To allow the City the ability to recover costs incurred on City code violation cases from all Special Magistrate or Code Enforcement Board ordered fines and liens through the mitigation process and to seek remedy of the code violations and abatement of the slum and blighted conditions, so the public health, safety and welfare of its residents are maintained.

MEASUREMENT:

Number and percentage of complied cases compared to all open cases and amount of mitigated fines collected.

RECORDS:

Chapter 9, section 9-46, Resolution No. 2014 – 11

POSITIONS and DUTIES:

- City Manager: Review and approval of mitigations appeals.
- Assistant City Manager: Review and approval of mitigations appeals, as appropriate.
- Department of Sustainable Development (DSD) Director: Review and approval of mitigations. Review and recommendation of appeal amount to City Manager.
- Code Compliance Official: Process of all mitigation requests and collection of all mitigated fine payments. Recommends mitigation amount to DSD Director.
- Code Compliance Specialist: Ensure compliance, enforce city codes or ordinances and present code violations to a board or Special Magistrate.
- Code Administrative Assistant: Process all mitigation fees and lien payments.

- Special Magistrate: Conduct Code Enforcement hearings pursuant to Chapter 162, Municipal Code Enforcement, of the Florida Statutes and Chapter 9, of the City's Code of Ordinances.

PROCEDURES

Requests for mitigation of Special Magistrate and/or Code Enforcement Board liens(s) shall be processed by the Department of Sustainable Development (DSD), Code Compliance Division, and the recommendation may be approved, denied, or amended by the DSD Director in accordance with Chapter 9, Section 9-46, of the City of Hallandale Beach's Code of Ordinances.

MITIGATION PROCESS

The process is as follows:

- 1) The property owner and/or designated representative shall submit a completed Petition for Mitigation form for each property with liens, properly notarized, including any documentation to support the Petition for Mitigation, to the Code Compliance Division. A previous owner may apply if the recorded lien is directly attached to that previous owner.
 - a) The mitigation petition fee of \$250.00, per lien, must be paid before the application is processed.
 - I. The mitigation petition fee for a previously mitigated lien shall be \$500.00.
 - II. The mitigation petition fee is a nonrefundable, administrative fee and is not applied to the amount of the lien.
 - b) Owners may designate a representative to represent them in the application process, but a designated representative must be identified on the application along with the notarized signature of the owner.
 - c) No requests for the mitigation process will be considered unless the lien property and all other properties owned by the applicant in the City of Hallandale Beach comply with all applicable Codes. Exceptions may be granted for multifamily properties that agree to provide affordable housing units as indicated below. If a property is subject to more than one lien, all liens must be included for resolution on the mitigation petition for that property. If the petitioner owns other properties in the City of Hallandale Beach subject to liens, all liens must be mitigated simultaneously, and each lien property will require a separate mitigation petition.
 - I. However, multifamily properties that agree to provide affordable housing by reserving at least 15% of units, or a minimum of one unit, whichever is greater, as affordable housing units for a period of 30 years may be eligible to mitigate only the property providing the affordable housing, without the need to mitigate other properties owned by the applicant.
 - d) The following liens are not eligible for mitigation and must be paid in full:
 - I. Irreparable or Irreversible Violations - Any lien resulting from a fine for a violation determined by the Special Magistrate to be irreparable or irreversible.
 - II. Active Appeal- Any lien which is the subject of an active appeal or notice of appeal filed with the circuit court, unless the appellant agrees to dismiss the appeal with prejudice as a condition precedent of the mitigation agreement. Petitions for mitigation do not toll any timelines in relation to the appeal of a lien.
 - III. Civil Citation Fine - The initial ticket fine for a civil citation, which must be paid in full before considering the mitigation of any accrued fines.
 - IV. Short-Term Rental Violations - Fines accrued from short-term rental violations.
 - V. Liens or fines amounting to \$1,500.00 or less.
- 2) If a property is acquired by a new owner, through an arm's length transaction, with existing accruing code enforcement liens/fines, the accruing fines may be eligible for suspension as of the date of permit application submission, subject to the following:

- a) If the permit meets the following criteria, the amount of accrual from the date of permit application through the date of approved final inspection will be excluded from the total amount as part of this mitigation process:
 1. The permit is applied for within 6 months of property transfer date.
 2. Neither the permit application nor the permit expires.
 3. All of the violations are corrected within 90 days of the date of permit issuance.
 - b) If the above criteria are met, the remaining procedure for requests for mitigation of Special Magistrate and/or Code Enforcement Board liens(s) will be processed pursuant to this policy.
 - c) If the applicant fails to meet any of those criteria the suspended accrual will be applied in full.
- 3) The DSD, Code Compliance Division will review the file and complete a summary which will include the following, as applicable:
- a) Owner name, address, folio number and case number;
 - b) List of violations;
 - c) Original date cited, final order date for compliance, compliance date, and the total number of days taken to achieve compliance;
 - d) Fine amount that was assessed per day and amount owed;
 - e) Homestead Status;
 - f) Reason applicant requests Mitigation of liens;
 - g) Administrative costs incurred by the City;
 - h) Property Use and Rental Status;
 - i) Code Compliance Case History of owners' properties in the City of Hallandale Beach;
 - j) Participation in HBCRA financial assistance program;
 - k) Any other issues raised in the petition.
- 4) The DSD, Code Compliance Division, will submit a Mitigation Memo to the DSD Director to include a recommended mitigation amount, summary of violations, reason for recommendation, a brief summary of costs incurred by the City, and any relevant background information. Calculations for recommendations will begin using the following criteria:
- a) For mitigation calculation purposes only, the maximum total value of the liens will not exceed the just market value as listed by the Property Appraiser's Office.

b) Standards Mitigation Considerations

Homestead Property			
	Property Type / Description	Mitigation Amount / Reduction	Additional Requirements / Notes
1.	General	Reduced to 5% of total lien amount, plus administrative costs	
2.	Participating in HBCRA Financial Assistance Program for property improvement	Reduced to cost incurred by City; or minimum \$1,500 if calculated costs/mitigated amount is less than \$1,500	Requires preapproval letter from HBCRA

Non-Homestead Property			
	Property Type / Description	Mitigation Amount / Reduction	Additional Requirements / Notes
3.	General (excluding residential rental property, such as second home or vacant property, newly purchased (new owner))	Reduced to 15% of total lien amount, plus administrative costs	
4.	Participating in HBCRA Financial Assistance Program (excluding residential rental)	Reduced to 5% of total lien amount, plus administrative costs	Requires preapproval letter from HBCRA
	Residential Rental Property	Reduced to 20% of total lien amount, plus administrative costs	Does not apply to newly owned properties (arm's length transaction)

Multifamily Properties with Affordable Housing	Reduced to 5% of total fine amount, plus administrative costs	Must provide at least 25% (or minimum 2 units) as affordable housing
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c) Additional Considerations

Property Type / Description	Mitigation Amount / Reduction	Additional Requirements / Notes
Hardship Cases (death, illness, elderly, financial, and/or catastrophe, etc.)	Up to 100% reduction	Based on severity and/or impact of hardship. Evidence must be provided at the time of Petition to support a hardship claim. The determination of whether a particular set of facts rises to the level of extreme hardship for the purpose of lien mitigation is solely at the discretion of the City.
COVID-19 Delays (for any case in which the Special Magistrate-ordered accrual began no earlier than November 10, 2019, and no later than June 26, 2021, and the fine accruing was due to a violation that required a contractor and/or permits to rectify.)	Additional reduction considered on a Case-by-case basis	Considered as an additional factor for reduction. In those cases, a reduction less than the standard consideration amount could be recommended on a case-by-case basis.
Ownership History	The City may reduce the mitigation percentage to less than the standard reduction percentage if an owner: has demonstrated a lack of good faith cooperation with city staff to resolve the violations or obtain permits; has a significant history of multiple code violations; has previously mitigated other liens; and/or due to severity of violation(s).	

- d) If the City has previously made a mitigation settlement offer, but said offer was not timely accepted and paid, subsequent mitigation requests will be calculated at a percentage 5 points higher than the above guidelines, per mitigation attempt, unless extreme hardship preventing payment of previous mitigation is demonstrated. (For example, a homesteaded property would be mitigated at no less than costs plus 10% of total fine amount if a previous mitigation settlement offer had been extended.)
- e) The guidelines herein reflect the maximum mitigation authority of the DSD Director.
- f) The DSD Director may request the City Manager consider additional mitigation for an application that did not claim hardship, but which the Director believes, in the City's best interest, ought to receive mitigation that exceeds the DSD Director's mitigation authority. When such a request is made, a written recommendation from the DSD Director, also indicating the administrative costs to the city, will accompany any supporting information provided by the affected party. In cases reviewed pursuant to this paragraph, the City Manager will then make the final mitigation decision.
- 5) **Mitigation Approval.** Once the DSD Director approves or revises the recommended amount(s) on the Mitigation Memo, an Agreement Letter shall be sent via U.S. regular mail to the person who submitted the request, or via email if the applicant so requests. The letter must be signed and returned within (30) days and the mitigated amount must be paid within (60) days for the agreement to be valid. If the agreement is not signed, the lien will not be released even if payment has been received. Payment can be made in cash, via credit card or by Certified Bank Check for the Release of Lien document to be prepared. If payment is received in the form of a personal check, the Release of Lien will be prepared after the check clears in approximately (2) weeks. A Thank-you Letter is sent to the Property Owner when payment is received. Once the Release of Lien is signed by the City Clerk and the City Manager, the original Release of Lien will be recorded in Broward County and a copy of the recorded Release of Lien will be given to the person who requested mitigation of the fines.

APPEAL PROCESS

- 6) The City Manager is the appellant authority for any mitigations eligible for appeal. Applicants may appeal to the City Manager to consider whether the DSD Director has properly considered the hardship clause or the Covid-19 delay clause in making a decision regarding a mitigation request. Such an appeal can proceed in one of two ways:
 - a) A property owner may request the City Manager to review whether the DSD Director properly considered the hardship clause which allows mitigation up to 100% or the Covid-19 delay clause. The non-refundable administrative fee for this request is \$250.00, and does not get applied to the lien. When such a request is received, the DSD Director's written decision shall be provided to the City Manager for consideration along with any information the applicant chooses to provide with the application. The City Manager may either:
 - 1) Affirm the DSD Director's decision, or
 - 2) The City Manager shall make the final determination about the hardship and overturn the DSD Director's decision if there is preponderance of evidence that supports that there is in fact a hardship that meets the guidelines as strictly laid out in the policy.
 - b) A hardship factor or a Covid-19 delay as described in this policy, are the only reasons a property owner can appeal mitigation to the City Manager, and only if the hardship information or Covid-19 delay was included with or outlined in the original mitigation request.
 - c) The time for acceptance of an eligible mitigation offer which is appealed to the City Manager pursuant to this paragraph will be tolled commencing on the date the appeal fee is paid. Upon the determination of the City Manager, a final agreement offer letter will be provided which shall be subject to the same terms as detailed in paragraph 4 above. There are no other methods of appeal, negotiation, or reconsideration of mitigation settlement offers.
 - d) A request for appeal nullifies any previous mitigation offer unless and until the City Manager has ruled or unless and until a new mitigation offer has been approved by the DSD Director. There are no other methods of appeal, negotiation, or reconsideration of mitigation settlement offers.
- 7) After an appeal, a new agreement letter shall be sent via U.S. regular mail to the person who submitted the request, or via email if the applicant so requests.
 - a) For the agreement to be valid the letter must be signed and returned within (30) thirty days and the payment of the mitigated amount must be received within (60) sixty days for the agreement to be valid.
 - i. If the agreement is not signed, the lien will not be released.
 - b) Payment can be made in cash, via credit card or by Certified Bank Check for the Release of Lien document to be prepared.
 - i. If payment is received in the form of a personal check, the Release of Lien will be prepared after the check has cleared.
 - c) A courtesy Thank-you Letter is sent to the Property Owner when payment is received. Once the Release of Lien is signed by the City Clerk and the City Manager, the original Release of Lien will be recorded in Broward County and a copy of the recorded Release of Lien will be given to the person who requested mitigation of the fines.

SETTLEMENT AGREEMENTS

- 8) **Payments.** The City does not manage formal payment plans.
 - a) Applicants who request a payment plan after receiving the agreement letter can have the original (60) sixty day deadline extended as far as one year from the date of the agreement letter allowing the applicant to make partial payments for the duration of that time. An Applicant has 30 days from the date of the agreement letter to make the request. Late payment plan requests will not be accepted.

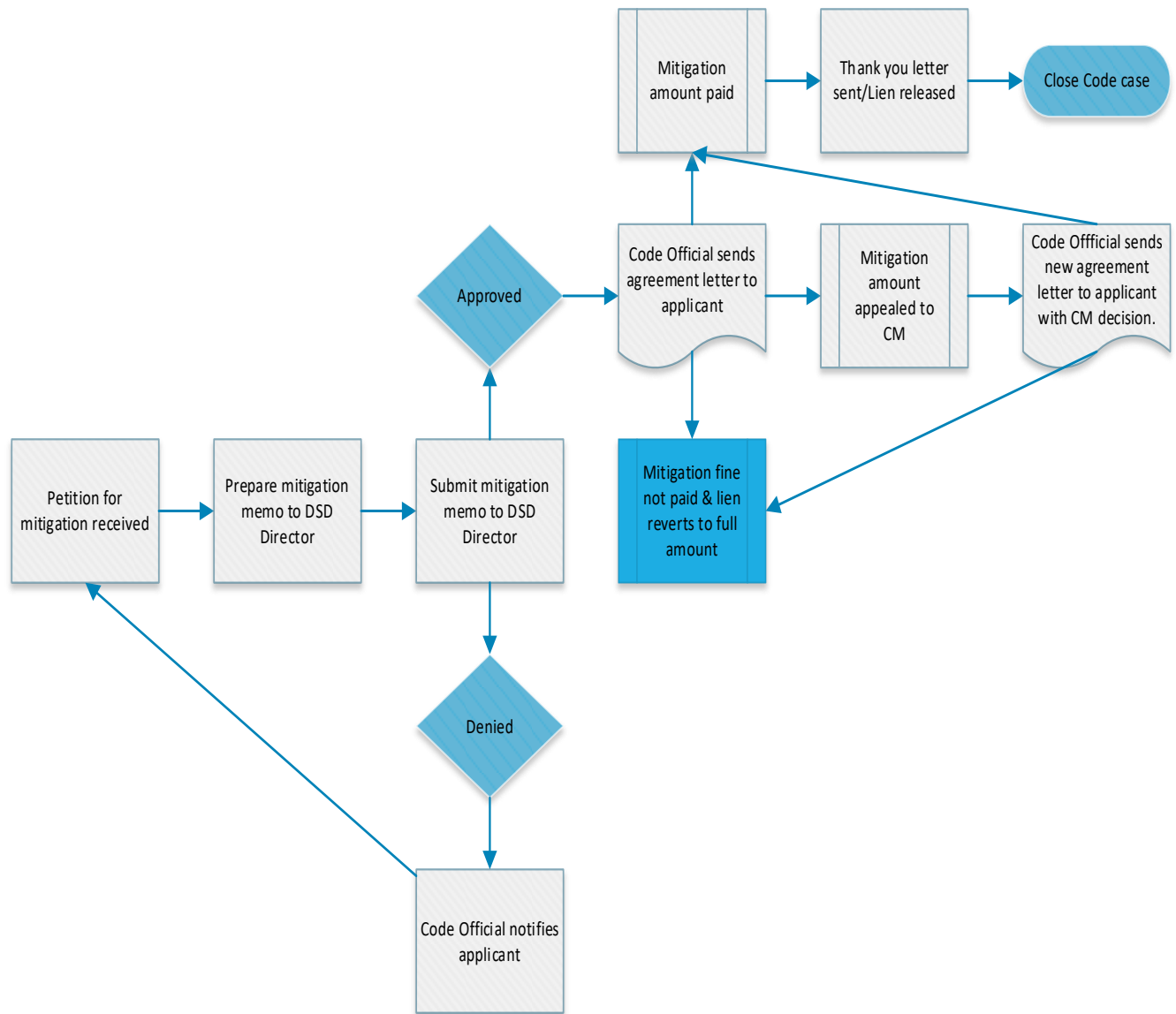
- b) Any applicant who is requesting the payment plan must pay 25% of the mitigated amount within 30 days of submitting the payment plan request. The due date for the balance of the mitigated amount is one year from the date of the payment plan agreement. The balance of the mitigated amount may be paid in any increment or frequency as long as the total mitigated amount is paid by 6:00 PM on the due date.
 - c) The one-year deadline may be extended by the DSD Director if applicant provides information regarding a new hardship that prevented payment within that one year period.
 - d) The applicant is responsible for making payments. Reminders are not sent out by City staff.
 - e) Failure to pay the total mitigated settlement amount by the deadline will result in cancellation of the agreement and the total lien amounts will be due and payable minus all amounts paid towards the lien settlement, which will be applied towards the total lien amounts.
- 9) There are no other extensions for any deadline in this policy unless the City offices are closed on a due date due to any state of emergency. In such cases the due date will be tolled until the next date on which City offices are open.

AFFORDABLE HOUSING REQUIREMENTS

- 10) **Affordable Housing Requirements** – Mitigations that utilize the affordable housing incentives within this policy shall be subject to the following:
- a) A restrictive covenant, in a form approved by the City, shall be recorded in the Broward County public records, ensuring the affordable housing units remain restricted for 30 years.
 - b) All prospective tenants for the affordable housing units shall be vetted by the City to confirm they meet the requirements for affordable housing.
 - c) The waived lien amount through mitigation will be reinstated on a prorated basis for each year the affordable housing unit is unavailable.
 - d) An affordable housing unit shall be considered unavailable under the following circumstances:
 - i. If the structure is demolished for any reason, the prorated balance of the waived fine amount shall be repaid to the City.
 - ii. If the property owner is found renting the affordable housing unit at a rate higher than allowed by the restrictive covenant, a fee equal to one year of the prorated balance of the waived fine amount shall be repaid to the City.
 - iii. If the unit remains uninhabitable for a period exceeding five (5) months due to construction or renovation, a fee equal to one year of the prorated balance of the waived fine amount shall be repaid to the City.

It shall be the responsibility of the Department of Sustainable Development, Code Compliance Division, to update this Administrative Policy.

MITIGATION PROCESS MAP



DEFINITIONS

Administrative Cost (or Actual Cost): Means costs as calculated using attached cost itemization

Affordable Housing Unit: For the purposes of this mitigation policy, an affordable housing unit is a dwelling unit restricted to rental as an affordable rental for extremely low-income persons pursuant to F.S. § 163.31771. Such units shall not be used as vacation rentals, non-affordable long-term rentals, or owner-occupied housing. Affordable housing units must be rented or made available to rent only to one or more natural persons or a family whose total annual adjusted gross household income, at the time of lease, is at or below the income limit, adjusted for family size, as defined by applicable federal or state guidelines. Additionally, the rental rate must not exceed the rent limit established for extremely low-income households, adjusted for unit size.

Arm's Length Transaction: Means, as defined in Black's Law Dictionary, transactions in which independent unrelated parties are looking out for their own interests not one another's. There can be no involvement in interest that favors one party

Code Compliance Specialist: Means the same as defined in City Code

Fine: Means, for the purpose of this policy, means the monetary penalty levied by the City against a property's owner or responsible party for violating a City Code, Ordinance, or regulation. Fines are typically assessed per violation or per day of noncompliance. If a violation continues unabated, the fine may accrue over time.

Lien: Means legal claim recorded by a municipality against a property to secure payment of unpaid code enforcement fines, abatement costs, or other municipal charges. Liens are imposed by the Special Magistrate. Once recorded, a lien attaches to the property and can encumber title, impacting the owner's ability to sell or refinance. Municipal liens may be foreclosed upon, resulting in the sale of the property to satisfy the debt.

Income Limit: Income limit means the income limit by number of persons in the household, as identified in the latest Florida Housing Finance Corporation Income Limits and Rent Limits for Multifamily Rental Programs for the 30% Category for Broward County, published at the time of issuance of the lease to the tenant, or at the time of lease renewal.

Mitigation: Means to make less severe. Alleviation, reduction, abatement, or diminution of a penalty or punishment imposed by law

Neighborhood Improvement Program (NIP): Means a CRA program(s) that assists property owners to achieve parking, roof, drainage and property maintenance improvements by offering no interest loans and other incentives.

Property Owner: means the individual or entity holding legal title to a property within the City of Hallandale Beach. For the purposes of this mitigation policy, multiple corporations, partnerships, or other business entities owned or controlled by the same individual(s) will be considered the same owner, regardless of the legal structure of the entity.

Rent Limit: Rent limit means the rent limit by number of bedrooms in the unit, as identified in the latest Florida Housing Finance Corporation Income Limits and Rent Limits for Multifamily Rental Programs for the 30% Category for Broward County, published at the time of rental.

Special Magistrate: Means the same as defined in City Code.

FORMS

[Petition For Mitigation Of Code Enforcement Fines \(2 pages\)](#)

[Petition to Appeal Mitigation To The City Manager](#)

[Mitigated Lien Payment Plan Request](#)

ATTACHMENTS

[Petition For Mitigation Of Code Enforcement Fines \(2 pages\)](#)

[Petition to Appeal Mitigation To The City Manager](#)

[Mitigation Payment Plan Request](#)

[Code Compliance Lien Mitigation Cost Calculation Worksheet](#)

FREQUENTLY ASKED QUESTIONS

There is no FAQ associated with this policy.

HISTORY

Revision 2:

Text

Revision 1:

Text

Effective:

Text

New Policy:

Text