



MEMORANDUM

Office of the City Attorney

Legistar No. 002125

Phone: 334-5011/Fax 334-2229
Box 46

TO: Mayor and City Commission

DATE: ~~November 26, 2001~~
December 10, 2001

FROM: City Attorney

FIRST READING

SUBJECT: Ordinance No. 0-01-61

SECOND READING

An ordinance of the City of Gainesville, Florida, finding that property located in the vicinity of 220 S.E. 7th Street, Gainesville, Florida, qualifies for an ad valorem tax exemption for historic properties; granting an exemption from ad valorem tax on certain improvements beginning January 1, 2002, and continuing for 10 years; authorizing the Mayor and Clerk of the Commission to sign the Historic Preservation Property Tax Exemption Covenant between the applicant and the City; providing a severability clause; providing a repealing clause; and providing an immediate effective date.

Recommendation: The City Commission (1) approve the "Part 2-Request for Review of Completed Work" application; (2) adopt the proposed ordinance; and (3) authorize the Mayor and Clerk of the Commission to sign a the Historic Preservation Property Tax Exemption Covenant, subject to approval by the City Attorney as to form and legality.

At the request of the City Manager, the City Attorney has drafted an ordinance exempting certain historic property from ad valorem taxation for certain improvements as approved by the Historic Preservation Board.

Submitted by: 

Marion J. Radson,
City Attorney

MJR:sw

PASSED ON FIRST READING BY A VOTE OF 5-0.

D R A F T

10-23-01

ORDINANCE NO. _____
0-01-61

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3
4 **An ordinance of the City of Gainesville, Florida, finding that property**
5 **located in the vicinity of 220 S.E. 7th Street, Gainesville, Florida, qualifies for**
6 **an ad valorem tax exemption for historic properties; granting an exemption**
7 **from ad valorem tax on certain improvements beginning January 1, 2002,**
8 **and continuing for 10 years; authorizing the Mayor and Clerk of the**
9 **Commission to sign the Historic Preservation Property Tax Exemption**
10 **Covenant between the applicant and the City; providing a severability**
11 **clause; providing a repealing clause; and providing an immediate effective**
12 **date.**
13

14 **WHEREAS,** section 25-61 of the Code of Ordinances, City of Gainesville, authorizes ad
15 valorem tax exemptions for eligible improvements to eligible properties pursuant to sections
16 196.1997 and 196.1998, Florida Statutes, and

17 **WHEREAS,** the owners of the property in the vicinity of 220 S.E. 7th Street,
18 Gainesville, Florida 32601, have applied for an ad valorem tax exemption pursuant to section 25-
19 61; and

20 **WHEREAS,** on October 2, 2001, the Historic Preservation Board approved Part 1 of the
21 application for ad valorem tax exemption; and

22 **WHEREAS,** the applicants have completed the improvements and submitted Part 2 of
23 the application for ad valorem tax exemption; and

24 **WHEREAS,** the Historic Preservation Board has recommended to the city commission
25 that the exemption be granted; and

26 **WHEREAS,** at least 10 days notice has been given once by publication in a newspaper of
27 general circulation notifying the public of this proposed ordinance and of a Public Hearing in the
28 City Commission Auditorium, City Hall, City of Gainesville; and

D R A F T

10-23-01

1 **WHEREAS**, a Public Hearing was held pursuant to the published notice described at
2 which hearing the parties in interest and all others had an opportunity to be and were, in fact,
3 heard;

4 **NOW, THEREFORE**, BE IT ORDAINED BY THE CITY COMMISSION OF THE
5 CITY OF GAINESVILLE, FLORIDA:

6 **Section 1.** The City Commission finds that the property located in the vicinity of 220 S.E. 7th
7 Street, Gainesville, Florida, as more particularly described in the Historic Preservation Tax
8 Exemption Covenant, attached as Exhibit "1" and made a part hereof as if set forth in full,
9 consisting of a three-unit apartment building, meets the requirements of section 196.1997, F.S.,
10 and of section 25-61, et seq., Code of Ordinances, City of Gainesville, by being a contributing
11 property located in an area commonly known as the Southeast Historic Residential District, and
12 is eligible to receive an ad valorem tax exemption pursuant to that section.

13 **Section 2.** The City Commission hereby grants an ad valorem tax exemption for 100 percent of
14 the assessed value of eligible improvements made to the property described in Section 1 above,
15 owned by Richard Dean and Jean Marie Chance, husband and wife, as described on the Historic
16 Preservation Property Tax Exemption Application Part 2, dated July 6, 2000. This exemption
17 applies only to those ad valorem taxes levied on the real property by the City of Gainesville that
18 are not levied for the payment of bonds or authorized by a vote of the electors pursuant to section
19 9(b) or section 12, Article VII of the Florida Constitution.

20 **Section 3.** This exemption shall take effect on January 1, 2002, and remain in effect for 10 years,
21 as provided in the Historic Preservation Property Tax Exemption Covenant (Exhibit "1").

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1 **Section 4.** The Mayor and Clerk of the Commission are authorized to sign the Historic
2 Preservation Property Tax Exemption Covenant, signed by the applicants, attached and labeled as
3 "Exhibit 1", is made a part of this ordinance by reference. The applicants are responsible for
4 recording this covenant in the official records of Alachua County, and providing a certified copy
5 of the recorded covenant to the City Manager or designee.

6 **Section 5.** If any section, sentence, clause or phrase of this ordinance is held to be invalid or
7 unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect
8 the validity of the remaining portions of this ordinance.

9 **Section 6.** All ordinances, or parts of ordinances, in conflict herewith are to the extent of such
10 conflict hereby repealed.

11 **Section 7.** This ordinance shall become effective immediately upon final adoption.

12
13 **PASSED AND ADOPTED** this _____ day of _____, 2001.
14
15

16 _____
17 **THOMAS D. BUSSING, MAYOR**

18
19 **ATTEST:**

20 Approved as to form and legality

21
22 _____
23 **KURT M. LANNON**
24 **CLERK OF THE COMMISSION**

25 _____
26 **MARION J. RADSON**
CITY ATTORNEY

27 This Ordinance passed on first reading this _____ day of _____, 2001.

28 This Ordinance passed on second reading this _____ day of _____, 2002.

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This covenant is made the _____ day of _____, 2001, _____ by Richard Dean Chance and Jean Marie Chance, his wife (hereinafter referred to as the Owner(s)) and in favor of City of Gainesville (hereinafter referred to as the Local Government) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 220 S.E. 7th Street which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing Property to a national register listed district or a contributing Property to a historic district under the terms of a local preservation ordinance. The areas of significance of this Property, as identified in the National Register nomination or local designation report of the Property or the district in which it is located are xxx architecture, xxx history, _____ archaeology.

The Property, a three-unit apartment building, is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows (include city reference, consisting of repository, book and page numbers): City of Gainesville, Alachua County. See Attached Exhibit "A" for Legal Description. In consideration of the tax exemption granted by the Local Government, the Owner hereby agrees to the following for the period of the tax exemption which is from January 1, 2002, to December 31, 2011. In order to retain the exemption, however, the historic character of the property, and improvements, which qualified the property for an exemption, must be maintained over the period for which the exemption is granted.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

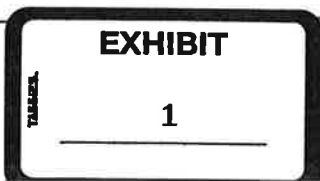
2. The Owner agrees that no visual or structural alteration will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office is:

Name of Office/Agency: Department of Community Development of the City of Gainesville

Address: Box 490 Station 11

City: Gainesville Fl Zip 32602



Telephone: (352) 334-5022

3. (Only for properties of archaeological significance) The Owner agrees to ensure the protection to the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is pursuant to 2, above.

4. The Owner agrees that the Local Historic Preservation Office, and appropriate representatives of the local government, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed. The City will inspect the property upon expiration of the exemption to ensure the terms of the Covenant have been upheld. In the event the original Owner (or any successive owners) sells the Property prior to the expiration of the exemption, the Buyer must arrange for an inspection by the Local Historic Preservation Office prior to closing to ensure that he or she does not assume responsibility for the prior owner's violation of the Covenant. Failure of the Buyer to have the Property inspected prior to closing shall create a presumption that the Buyer is responsible for violations of this Covenant found at the next inspection. The current property owner is required to provide notice to Buyer and their heirs, successors or assigns of the existence of this covenant.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the Local Historic Preservation Office, will report such violation to the Property Appraiser and Tax Collector, who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office, in writing, of the damage to the Property, including (1), an assessment

of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes during the Covenant period, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment or the archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or the designation under the terms of the local preservation ordinance have been lost or so damaged that the restoration is not feasible, the Owner will notify the Local Historic Preservation Office, in writing, of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, it will notify the Alachua County Property Appraiser in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this covenant, "gross negligence," means the omission of care, which even inattentive and thoughtless persons never fail to take of their own Property. The Owner shall have 30 days to respond, indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work

on the agreed upon time schedule, the Local Historic Preservation Office will report such a violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns.

OWNER

Richard D. Chance
Name
JEAN M. CHANCE
CITY OF GAINESVILLE

[Signature] 10/15/01
Signature Date
Jean M. Chance 10/25/01
Signature Date

MAYOR THOMAS D. BUSSING _____
Mayor or Designated Successor Signature Date

APPROVED AS TO FORM AND LEGALITY

Marion Radson
City Attorney

ATTEST

Kurt Lannon
Clerk of the Commission

EXHIBIT "A"

Beginning at the Southwest corner of Lot #3, Block 2, Range 4, of ROPER'S ADDITION TO GAINESVILLE, as recorded in Deed Book J at Page 550 of Public Records of Alachua County, Florida, thence run North along West line of Lot #3, a distance of 125 feet to a point of beginning, from said point run North 50 feet, then run East 70 feet, then run South 50 feet, then run West 70 feet, back to point of beginning. All being in Lot #3, Block 2, Range 4 as recorded in Deed Book J at Page 550 of Public Records of Alachua County, Florida.

