

**LEGISLATIVE #**

**180412A**

ORDINANCE NO. 180412

**An ordinance of the City of Gainesville, Florida, finding that property located at 430 NE 9<sup>th</sup> Avenue, Gainesville, Florida, as more specifically described in this ordinance, qualifies for an ad valorem tax exemption for historic properties; granting an exemption from ad valorem tax for certain improvements beginning January 1, 2019, and continuing for 10 years under certain conditions; authorizing the Mayor and the Clerk of the Commission to sign the Historic Preservation Property Tax Exemption Covenant between the property owner and the City; providing a severability clause; providing a repealing clause; and providing an effective date.**

**WHEREAS**, Section 25-61 of the City of Gainesville Code of Ordinances authorizes ad valorem tax exemptions for historic properties pursuant to Sections 196.1997 and 196.1998, Florida Statutes, and

**WHEREAS**, the owner of the property at 430 NE 9<sup>th</sup> Avenue, Gainesville, Florida, as more specifically described in this ordinance, has applied for an ad valorem tax exemption pursuant to Chapter 25, Article IV, Code of Ordinances, City of Gainesville; and

**WHEREAS**, on September 1, 2015, the Historic Preservation Board approved Part 1 (Preconstruction Application) of the Historic Preservation Property Tax Exemption Application; and

**WHEREAS**, on October 2, 2018, the Historic Preservation Board approved Part 2 (Final Application for Review of Completed Work) of the Historic Preservation Property Tax Exemption Application; and

**WHEREAS**, the Historic Preservation Board has recommended to the City Commission that the exemption be granted; and

**WHEREAS**, at least ten days' notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of public hearings in the City Hall Auditorium located on the first floor of City Hall in the City of Gainesville; and

1 **WHEREAS**, pursuant to Section 25-65 of the City of Gainesville Code of Ordinances, notice has  
2 also been given by mail to the property owner at least ten days prior to the date of the public  
3 hearing of the City Commission on this ordinance; and

4 **WHEREAS**, the public hearings were held pursuant to the notice described above at which  
5 hearings the parties in interest and all others had an opportunity to be and were, in fact, heard.

6 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE,**  
7 **FLORIDA:**

8 **SECTION 1.** The City Commission finds that the property owned by Bruce Hazen and Michelle  
9 A. Hazen, located at 430 NE 9<sup>th</sup> Avenue, Gainesville, Florida, as more specifically described in  
10 the Historic Preservation Property Tax Exemption Covenant that is attached as **Exhibit A** and  
11 made a part hereof as if set forth in full (“Property”): 1) contains a structure that has been  
12 deemed contributing to the Northeast Residential Historic District; 2) meets the requirements  
13 of Section 196.1997, F.S., and Sections 25-61 through 25-66 of the City of Gainesville Code of  
14 Ordinances; and 3) is eligible to receive an ad valorem tax exemption.

15 **SECTION 2.** The City Commission hereby grants an ad valorem tax exemption for 100 percent  
16 of the assessed value of eligible improvements made to the Property, as described in the  
17 Historic Preservation Property Tax Exemption Application and as determined by the Alachua  
18 County Property Appraiser. This exemption applies only to those ad valorem taxes levied on  
19 the real property by the City of Gainesville that are not levied for the payment of bonds or  
20 authorized by a vote of the electors pursuant to Section 9(b) or Section 12, Article VII of the  
21 Florida Constitution.

22 **SECTION 3.** In accordance with Section 196.1997(10), Florida Statutes, this exemption will take  
23 effect on January 1, 2019, remain in effect for 10 years and will expire on December 31, 2028,  
24 as provided in the Historic Preservation Property Tax Exemption Covenant.

1 **SECTION 4.** Upon signature by the property owner, the Mayor and the Clerk of the Commission  
2 are authorized to sign the Historic Preservation Property Tax Exemption Covenant. The  
3 property owner is responsible for recording the fully executed covenant in the official records  
4 of Alachua County and for providing a certified copy of the recorded covenant to the City  
5 Manager or designee.

6 **SECTION 5.** If any word, phrase, clause, paragraph, section, or provision of this ordinance or  
7 the application hereof to any person or circumstance is held invalid or unconstitutional, such  
8 finding will not affect the other provisions or applications of this ordinance that can be given  
9 effect without the invalid or unconstitutional provision or application, and to this end the  
10 provisions of this ordinance are declared severable.

11 **SECTION 6.** All ordinances or parts of ordinances in conflict herewith are to the extent of such  
12 conflict hereby repealed.

13 **SECTION 7.** This ordinance will become effective immediately upon final adoption; however,  
14 the ad valorem tax exemption granted herein will become effective on the date specified in  
15 Section 3 of this ordinance.

16 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

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\_\_\_\_\_  
LAUREN POE  
MAYOR

Attest:

Approved as to form and legality:

\_\_\_\_\_  
OMICHELE D. GAINEY  
CLERK OF THE COMMISSION

\_\_\_\_\_  
NICOLLE M. SHALLEY  
CITY ATTORNEY

This ordinance passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
This ordinance passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

This covenant ("Covenant") is made by **Bruce Hazen and Michelle A. Hazen** ("Owner") and in favor of **City of Gainesville, a Florida municipal corporation** ("City") for the purpose of the restoration, renovation, or rehabilitation of a certain property located at **430 NE 9<sup>th</sup> Avenue, Gainesville, Florida**, ("Property") which is owned in fee simple by the Owner and is either: 1) listed in the National Register of Historic Places; 2) locally designated under the terms of a local preservation ordinance; 3) a contributing property to a national register listed district; or 4) 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, \_\_\_\_\_ history, \_\_\_\_\_ archaeology.

The Property, a residential building, is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described in the legal description attached as **Exhibit A** and made a part hereof as if set forth in full. In consideration of the tax exemption granted by the City, the Owner hereby agrees to the following for the period of the tax exemption, which is from **January 1, 2019**, to **December 31, 2028**. 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:	City of Gainesville Department of Doing
Address:	Box 490 Station 11
City:	Gainesville, Florida
Zip:	32627-0490
Telephone:	(352) 334-5022

3. 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 paragraph 2, above.
4. The Owner agrees that the Local Historic Preservation Office, and appropriate representatives of the City, and its 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 Section 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 Section 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 inclusion 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 that made the Property eligible for inclusion 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 that a reasonable person would take of their own Property. The Owner shall have 30 calendar days to respond, indicating any circumstances that 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 Section 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes that 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 Section 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.

WITNESSES:

**OWNER:**

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

\_\_\_\_\_  
 Bruce Hazen

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

STATE OF FLORIDA  
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Bruce Hazen, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public, State of Florida  
 Print Name: \_\_\_\_\_

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Michelle A. Hazen

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Michelle A. Hazen, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

ATTEST:

CITY:

\_\_\_\_\_  
Omichele D. Gainey  
Clerk of the Commission

\_\_\_\_\_  
Lauren Poe  
Mayor

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by LAUREN POE and OMICHELE D. GAINEY, Mayor and Clerk of the Commission, respectively, of the City of Gainesville, Florida, a municipal corporation, who are personally known to me and duly sworn, who acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal for an on behalf of said corporation, as its act and deed, and for the uses and purposes set forth and contained in said instrument.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires:



**Exhibit A to Covenant**

The West 18.95 feet of Lot Eleven (11) and all of Lot Twelve (12), Block "0", HIGHLAND HEIGHTS, as per plat thereof recorded in Plat Book "B", Page 9 of the Public Records of Alachua County, Florida.

Parcel Identification Number: 10354-000-000