

1 Introduced by the Council President at the request of the Mayor:

2
3
4 **ORDINANCE 2025-**

5 AN ORDINANCE CLOSING AND ABANDONING AND/OR
6 DISCLAIMING THREE (3) UNOPENED AND UNIMPROVED
7 PORTIONS OF UNNAMED RIGHTS-OF-WAY AS RECORDED IN
8 PLAT BOOK 6, PAGE 74, PLAT OF NORTH DINSMORE
9 FARMS, OF THE CURRENT PUBLIC RECORDS OF DUVAL
10 COUNTY, FLORIDA, AND TWO (2) UNOPENED,
11 UNIMPROVED, AND UNNAMED RIGHTS OF WAY AS
12 DEPICTED IN THE UNRECORDED MAP OF DINSMORE,
13 DINSMORE PLOTS AND THE DINSMORE FARMS, ALL
14 LOCATED IN COUNCIL DISTRICT 8, AT THE REQUEST OF
15 GENUINE GIANTS, LLC, AND CONGRAREE AND PENN
16 LANDSCAPE TREES, LLC; PROVIDING FOR APPROVAL
17 SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE
18 DATE.

19
20 **BE IT ORDAINED** by the Council of the City of Jacksonville:

21 **Section 1. Closure and Abandonment.** Three (3) unopened and
22 unimproved portions of unnamed Rights-of-Way as recorded in Plat Book
23 6, Page 74, Plat of North Dinsmore Farms, of the current public
24 records of Duval County, Florida (See R.E. # 002604-1000 for
25 reference), and two (2) unopened, unimproved, and unnamed Rights-of-
26 Way as depicted in the unrecorded Map of Dinsmore, Dinsmore Plots
27 and the Dinsmore Farms (See R.E. No. 003838-0015 for reference), all
28 located in Council District 8, depictions and descriptions of which
29 are attached hereto as **Exhibit 1** and incorporated herein by this
30 reference, are hereby closed and abandoned and/or disclaimed at the
31 request of Genuine Giant, LLC and Congaree and Penn Landscape Trees,

1 LLC (the "Applicants"),

2 The Applicants have paid five closure application fees totaling
3 \$10,455.00 and this sum has been deposited into the City's General
4 Fund. This closure request was reviewed and approved by the various
5 city, state, and utility agencies that might have an interest in the
6 right-of-way and there were no objections to the Applicant's request.

7 **Section 2. Purpose.** Genuine Giants, LLC has requested
8 this closure to develop a farm store to support its existing business
9 (See R.E. # 002604-1000 for reference). Co-applicant Congaree and
10 Penn Landscape Trees, LLC has requested the closure for continued use
11 of the areas for open space and agricultural purposes, but the nearby
12 properties may eventually become ten acre lots with a single
13 residential dwelling on each lot (See R.E. # 003838-0015 for
14 reference).

15 **Section 3. Hold Harmless Covenant.** The closure and
16 abandonment by the City of its interests in the right-of-way is
17 subject to Applicants' execution and delivery to the City of a Hold
18 Harmless Covenant, in substantially the same forms attached hereto
19 as **Exhibit 2** and incorporated herein by this reference. Accordingly,
20 the closure and abandonment of the right-of-way shall not be recorded
21 in the public records until execution and delivery to the City by the
22 Applicant of the required Hold Harmless Covenant.

23 **Section 4. Effective Date.** This Ordinance shall become
24 effective upon signature by the Mayor or upon becoming effective
25 without the Mayor's signature.

1 Form Approved:

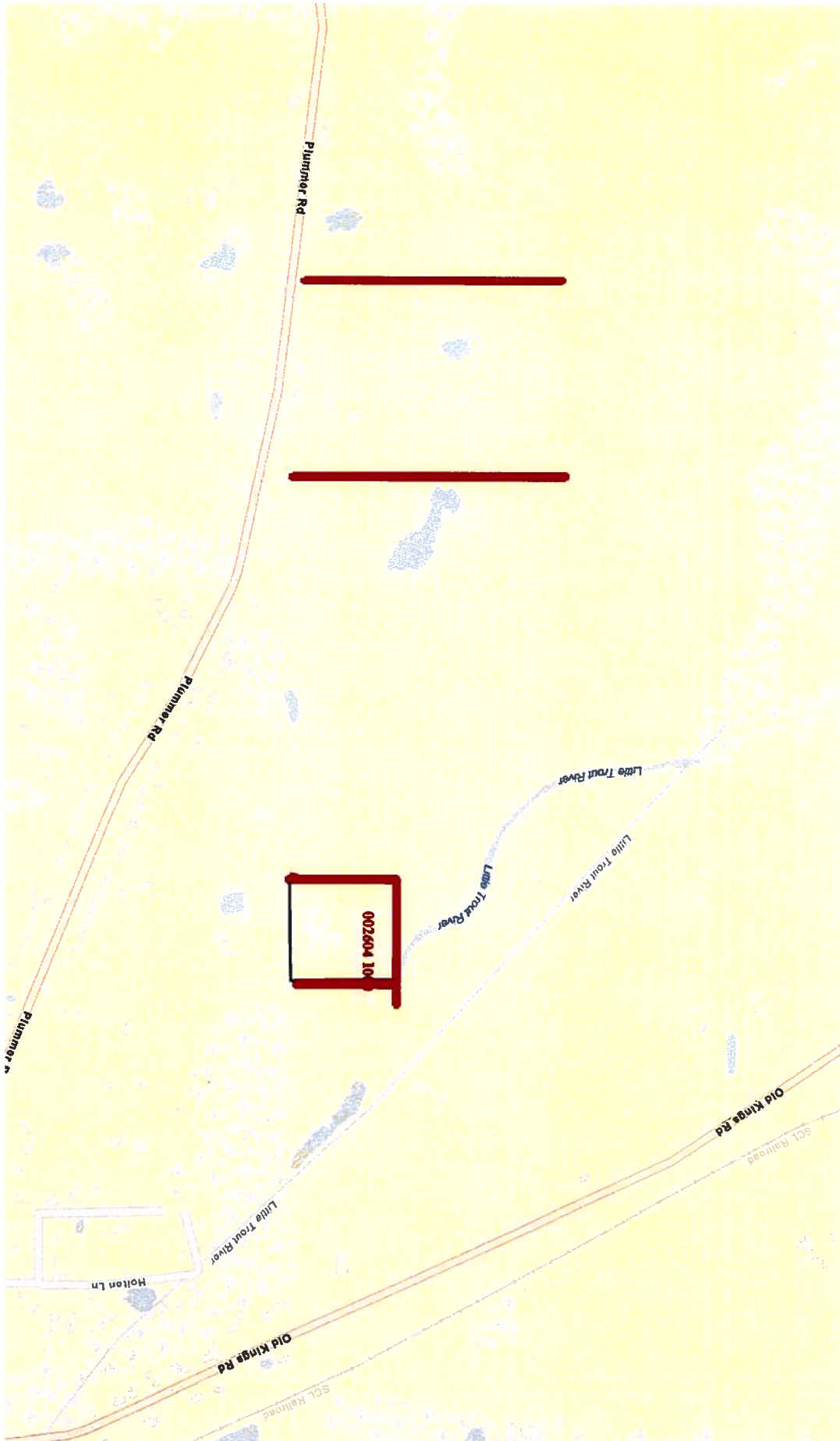
2
3 /s/ Harry M. Wilson, IV

4 Office of General Counsel

5 Legislation Prepared By: Harry M. Wilson, IV

6 GC-#1691624-v1-Dinsmore_Farms_ROW_Closure_Genuine_Giants_LLC.docx

Un-named right of way Closure
RE 002604-1000 & 003838-0015
Location Map



Un-named right of way Closure
RE 002604-1000 & 003838-0015
Aerial Map



Un-named right of way Closure
RE 002604-1000
Location Map



Un-named right of way Closure
RE 002604-1000
Aerial Map



**Re-survey of Block No. 4
North Dinsmore Farms
March 3, 1916
Plat Book 6 Page 74**

M A P

Showing Re-Survey
of Block No. 4 of H.C. Melzers
Survey of the North Dinsmore Farms
For E.C. Pickett In Section No. 2 & 3
Surveyed Feb'y 25th 1916 By James M. Baum

This is to certify that E.C. Pickett is the original
owner and now part owner of the lands
described in the Caption of this Plat
That I have caused the same to be surveyed
and subdivided and that this plat
correctly shows such subdivision

Given to and submitted
this March 3 1916.

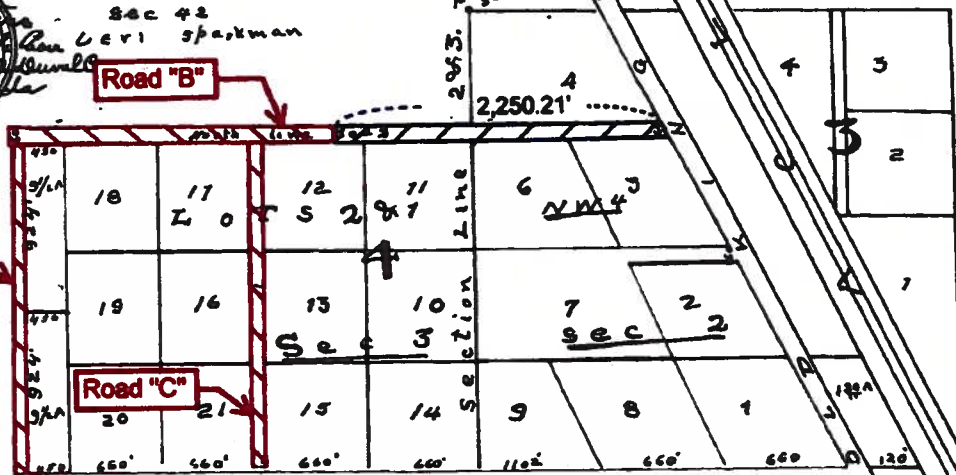
E.C. Pickett

James M. Baum
Recorder of Duval County
Florida

Road "B"

Road "D"

Road "C"



Filed and recorded in the Public Records
of Duval County Florida this 6th day of
March A.D. 1916 in Plat Book Number 6 Page 74
Record verified.

Frank Brown Clerk.
by *L.F. Harrison* Deputy Clerk.

**TOWNSHIP 1 SOUTH
RANGE 25E**

①

**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn and Genuine Giants, LLC
All being parts of the Northwest Quarter of Section 2 and the North Half of Section 3
Township 1 South, Range 25 East
Duval County, Florida**

**All as being shown on
Map Showing Re-survey of
Block No. 4 of H.C. Melzers Survey of the North Dinsmore Farms
Dated March 3, 1916
Recorded in Plat Book 6 at Page 74
In the Official Records of Duval County, Florida**

Road "B"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying in the North Half of Section 3, Township 1 South, Range 25 East. Commence at a point in the Northwest Quarter of Section 2, Township 1 South, Range 25 East on the westerly right-of-way line of Old Kings Road, said point being the southeasterly corner of Farm 4 as shown on the above referenced plat of Block No. 4, North Dinsmore Farms, and run thence westerly through said Northwest Quarter of Section 2, between the northerly lines of Farms 3 and Gand the

southerly line of said Farm 4, and continuing west, south of and adjacent to the northerly line of said Section 3 (said line also being the southerly line of Section 42, Township 1 South, Range 25 East), and along the northerly lines of Farm 11, and a portion of Farm 12, for a total distance of 2,250.21 feet to the westerly line of Ordinance 2007-613-E Closing and Abandoning, and/or Disclaiming, a portion of said 60' right-of-way and the Point of Beginning; thence continue in a westerly direction south of and adjacent to the aforesaid northerly line of said Section 3, along the northerly lines of Farms 12, 17, and 18, and an additional 450 feet along the northerly line of a westerly 9 ½ acre, un-numbered farm allocation, as shown on said plat of North Dinsmore Farms.

Road "C"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying in the Northeast Quarter of Section 3, Township 1 South, Range 25 East, and being on the common line of the original Farms 2 and 1 of said Quarter Section, beginning for the same on the southerly line of the Northeast Quarter of said Section 3, and running thence northerly between the westerly lines of Farms 15, 13, and 12, and the easterly lines of Farms 21, 16, and 17, to the northerly line of said Section 3, as shown on said plat.

Road "D"

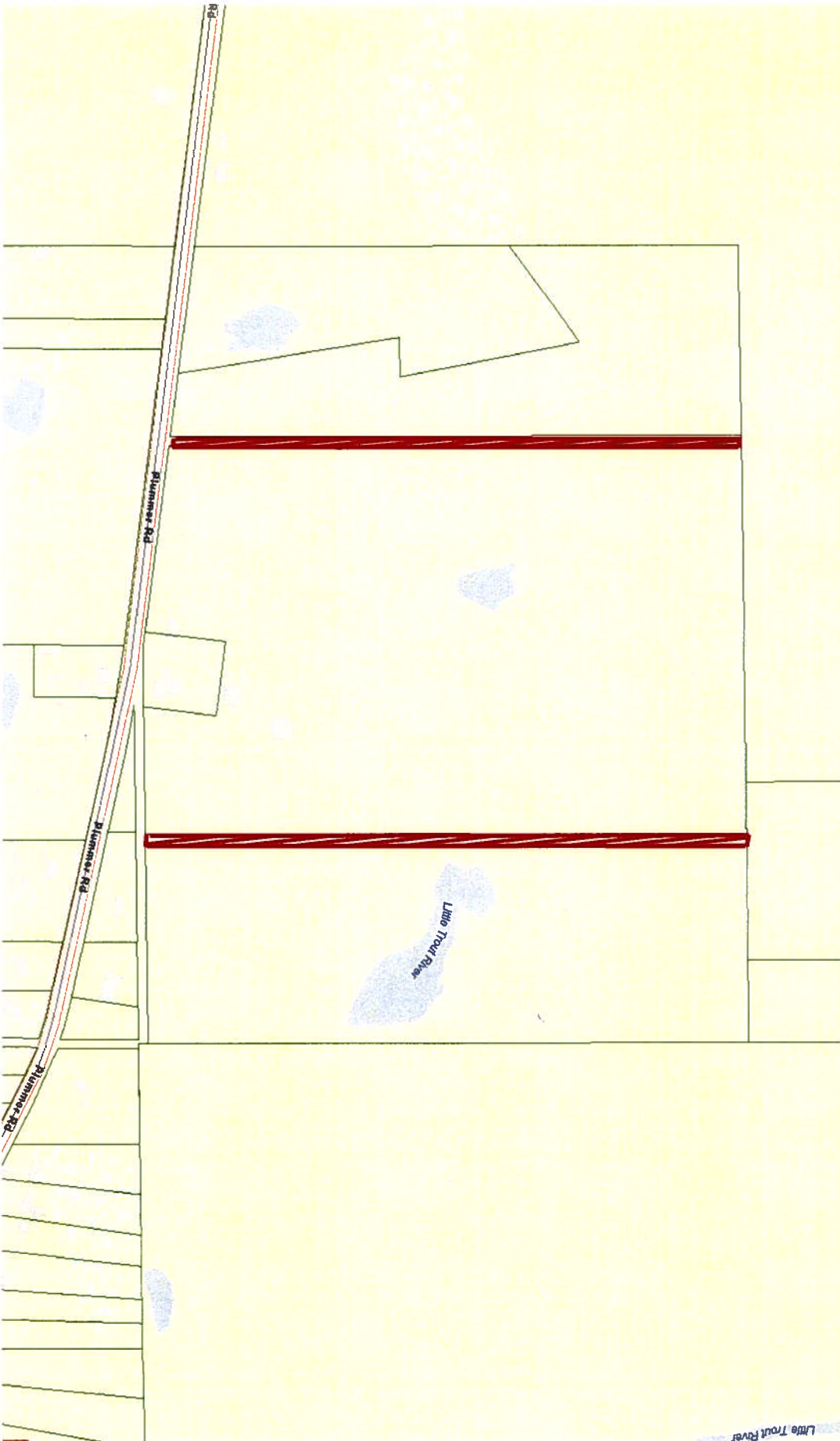
A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying in the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of the Northwest Quarter of said Section 3, and running thence northerly along the westerly line of two 9 ½ acre, un-numbered farm allocations to the northerly line of said Section 3, as shown on said plat.



Our Site Set on the Future.



Un-named right of way Closure
RE 003838-0015
Location Map



Un-named right of way Closure
RE 003838-0015
Aerial Map



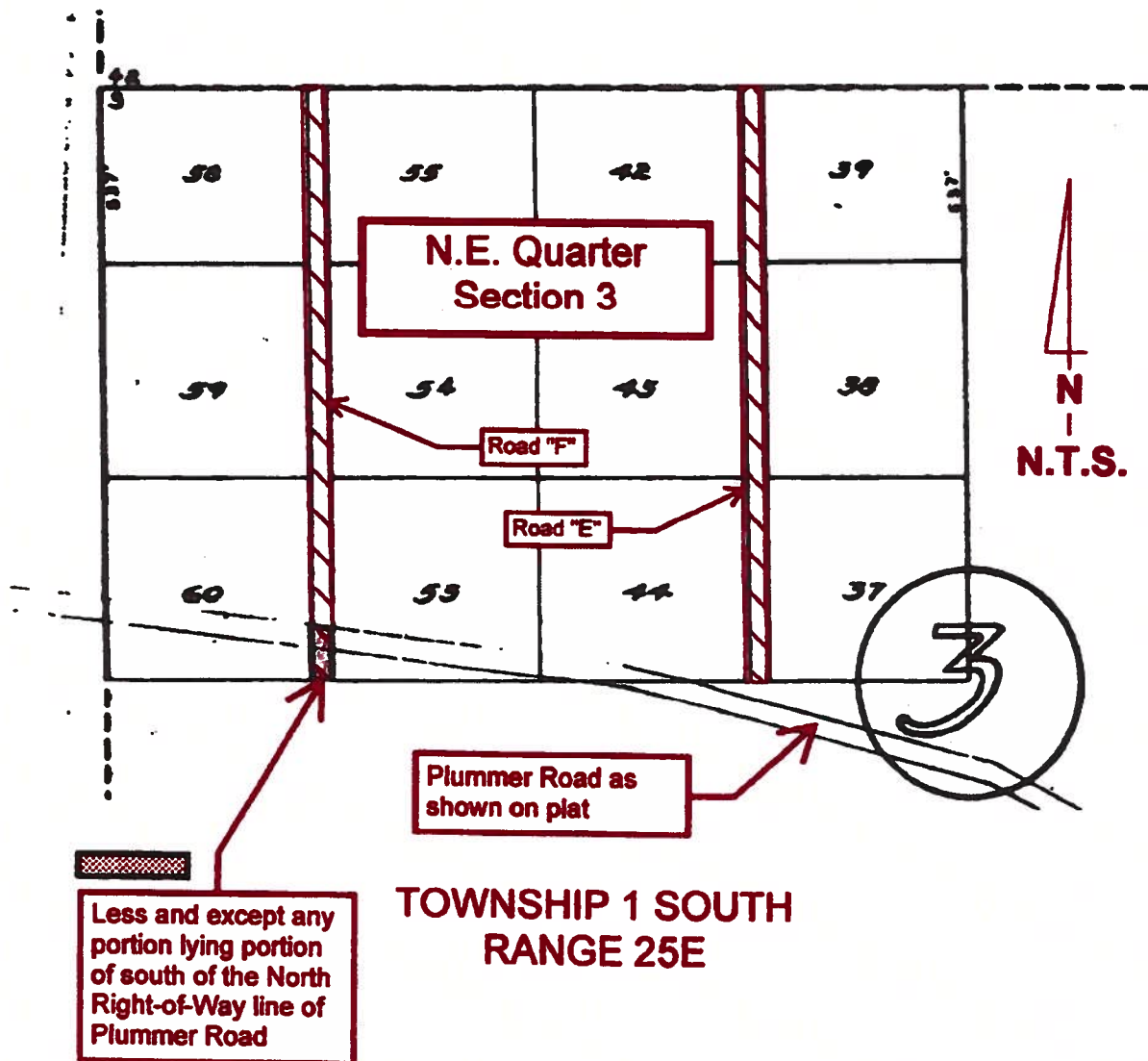
Map of Dinsmore, Dinsmore Plots
and the Dinsmore Farms
Plat by Robert M. Angus
August 1933
(Unrecorded)

MAP OF
***DINSMORE,
DINSMORE PLOTS
AND
THE DINSMORE FARMS.***

Duval County, Florida

This map prepared August 1933 under the direction of
Robert M. Angus
Civil Engineer
401 Hildebrandt Bldg.
Jacksonville, Florida

The Dinsmore Company Inc.
Jacksonville, Florida



2

**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn
All being part of the Northwest Quarter of Section 3
Township 1 South, Range 25 East
Duval County, Florida**

**All as being shown on
Map of
Dinsmore, Dinsmore Plots and the Dinsmore Farms
Prepared August, 1933
Under the direction of Robert M. Angus
(Unrecorded)**

Road "E"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying within the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of said Northwest Quarter and running thence northerly between the west lines of Farms 37, 38, and 39 and the east lines of Farms 44, 43, and 42, to the northerly line of said Northwest Quarter, as shown on said plat.

Road "F"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying within the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of said Northwest Quarter and running thence northerly between the west lines of Farms 53, 54, and 55 and the east lines of Farms 60, 59, and 58, to the northerly line of said Northwest Quarter, as shown on said plat, less and except any portion thereof lying south of the North Right-of-way line of Plummer Road..



Our Site Set on the Future.



5

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this _____ day of _____, 2025, by **Genuine Giants, LLC.**, whose address is **8555 Plummer Road, Jacksonville, Florida 32219** ("Grantor") in favor of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202 ("City").

IN CONSIDERATION for the closure and/or abandonment of City right-of-way or easement areas pursuant to **CITY ORDINANCE 2025-_____**, a copy of which is attached hereto and incorporated by reference (the "Ordinance"), located near **RE# 002604-1000** in **Council District 8** and established in the **Plat of North Dinsmore Farms** as recorded in Official Public Records of Duval County, Florida at **Plat Book 6 Page 74**.

Grantor, its successors and assigns, holds harmless, indemnifies, and will defend **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way or easement areas, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); including, but not limited to such injuries or damages resulting from flooding or erosion. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit "A"**. The adjacent property owner(s) who acquire the Property as a result of the abandonment shall be responsible for maintaining the Property.

Furthermore, the Property shall remain totally unobstructed by any permanent improvements that may impede the use by the City or JEA of their reserved easement rights, if any, under the provisions of the reserved easement and/or the Ordinance. In the event that such easement rights are reserved by City or JEA: (a) the construction of driveways and the installation of fences, hedges, and landscaping is permissible but subject to removal or damage by the City or JEA at the expense of the Grantor, its successors and assigns, for any repairs to or replacement of the improvements; and (b) Grantor, its successors and assigns, shall indemnify, defend, and hold City and JEA harmless from, any and all loss, damage, action, claim, suit, judgment, cost, or expense for injury to persons (including death) or damage to property and improvements (including destruction), in any manner resulting from or arising out of the installation, replacement, maintenance or failure to maintain, or removal of any improvements placed within the easement area by Grantor, its successors or assigns, and the City's or JEA's exercise of their rights in the reserved easement.

**Signed and Sealed
in Our Presence:**

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

GRANTOR:

By: _____

Name: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____.

{NOTARY SEAL}

[Signature of Notary Public-State of Florida]

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

Re-survey of Block No. 4
North Dinsmore Farms
March 3, 1916
Plat Book 6 Page 74

N A P

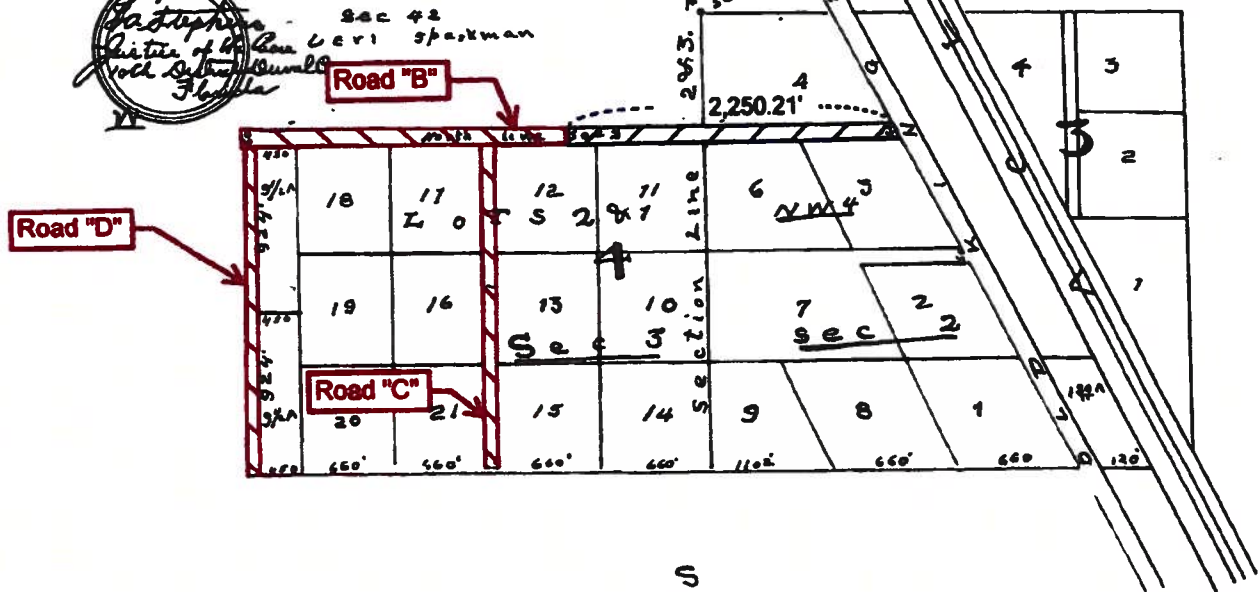
Showing Re-Survey
of Block No 4 of H.C. Melzers
Survey of the North Dinsmore Farms
For E.C. Pickett In Sections Nos 2 and 3 T13S R25E
Surveyed Feb'y 25th 1916 By James M. Baum

This is to certify that E.C. Pickett is the original
owner and now part owner of the lands
described in the Caption of this Plat
That I have caused the same to be surveyed
and subdivided and that this plat
correctly shows such subdivision
done to and submitted
this March 3 1916. E.C. Pickett

Sec 42
J. Stephens
Recorder of Duval County
Florida

N
N.T.S.

= PORTION OF FARM
ROAD CLOSED PER
ORDINANCE 2007-813-E
ORB 14077 PG. 1187



Filed and recorded in the Public Records
of Duval County Florida this 6th day of
March A.D. 1916. In Plat Book Number 6, Page 74
Record verified.

Frank Brown Clerk.
by L. F. Visions, E. Deputy Clerk.

TOWNSHIP 1 SOUTH
RANGE 25E

1

VIKA South, LLC
2720 Park Street, Suite 218
Jacksonville, FL 32205
vika.com

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Affecting the Properties of
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All being parts of the Northwest Quarter of Section 2 and the North Half of Section 3
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Our Site Set on the Future.



southerly line of said Farm 4, and continuing west, south of and adjacent to the northerly line of said Section 3 (said line also being the southerly line of Section 42, Township 1 South, Range 25 East), and along the northerly lines of Farm 11, and a portion of Farm 12, for a total distance of 2,250.21 feet to the westerly line of Ordinance 2007-613-E Closing and Abandoning, and/or Disclaiming, a portion of said 60' right-of-way and the Point of Beginning; thence continue in a westerly direction south of and adjacent to the aforesaid northerly line of said Section 3, along the northerly lines of Farms 12, 17, and 18, and an additional 450 feet along the northerly line of a westerly 9 ½ acre, un-numbered farm allocation, as shown on said plat of North Dinsmore Farms.

Road "C"

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**Signed and Sealed
in Our Presence:**

GRANTOR:

(Sign) _____

By: _____

(Print) _____

Name:

Title:

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____.

{NOTARY SEAL}

[Signature of Notary Public-State of Florida]

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Exhibit "A"
Re-survey of Block No. 4
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March 3, 1916
Plat Book 6 Page 74


M A P

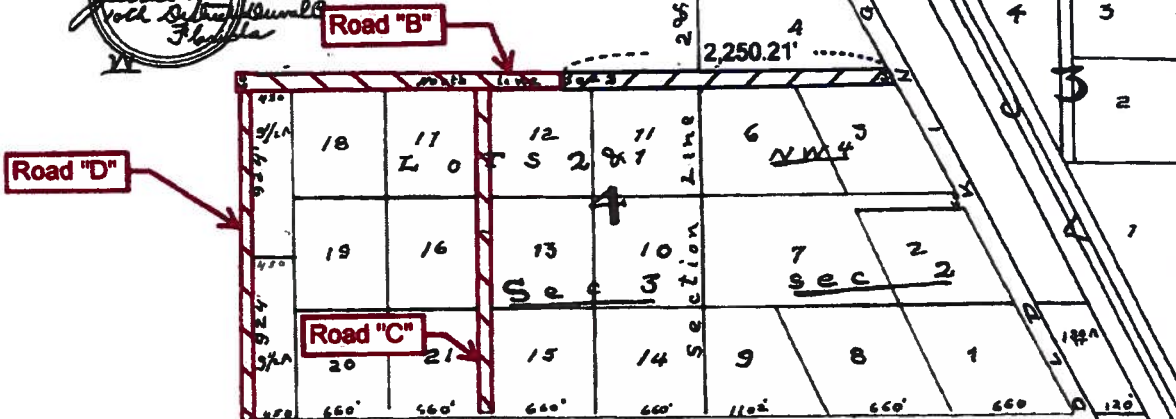
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 that I have caused the same to be surveyed
 and subdivided and that this plat
 correctly shows such subdivision
 To and submitted *E.C. Pickett*
 this March 3 1916.

James M. Dancy
 Sec 42
 Justice of the Peace
 Vol. 20th Duval Co.
 Florida




 = PORTION OF FARM
 ROAD CLOSED PER
 ORDINANCE 2007-613-E
 ORB 14077 PG. 1187



Filed and recorded in the Public Records
 of Duval County Florida this 6th day of
 March A.D. 1916 in Plat Book Number 6, Page 74
 Record verified.

Frank Brown Clerk
 by *L. F. Vassiere* Deputy Clerk.

TOWNSHIP 1 SOUTH
RANGE 25E

①

**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn and Genuine Giants, LLC
All being parts of the Northwest Quarter of Section 2 and the North Half of Section 3
Township 1 South, Range 25 East
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**All as being shown on
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Road "C"

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Road "D"

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Our Site Set on the Future.



HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2025, by **Congaree and Penn Landscape Trees, LLC.**, whose address is **8555 Plummer Road, Jacksonville, Florida 32219** (“Grantor”) in favor of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202 (“City”).

IN CONSIDERATION for the closure and/or abandonment of City right-of-way or easement areas pursuant to **CITY ORDINANCE 2025-_____**, a copy of which is attached hereto and incorporated by reference (the “Ordinance”), located near **RE# 003838-0015** in **Council District 8** and established in the **Un-Recorded Map of Dinsmore, Dinsmore Plots and the Dinsmore Farms of Duval County, Florida.**

Grantor, its successors and assigns, holds harmless, indemnifies, and will defend **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way or easement areas, more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”); including, but not limited to such injuries or damages resulting from flooding or erosion. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit “A”**. The adjacent property owner(s) who acquire the Property as a result of the abandonment shall be responsible for maintaining the Property.

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**Signed and Sealed
in Our Presence:**

(Sign) _____
(Print) _____
(Sign) _____
(Print) _____

GRANTOR:

By: _____
Name: _____
Title: _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____.

{NOTARY SEAL}

[Signature of Notary Public-State of Florida]
[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

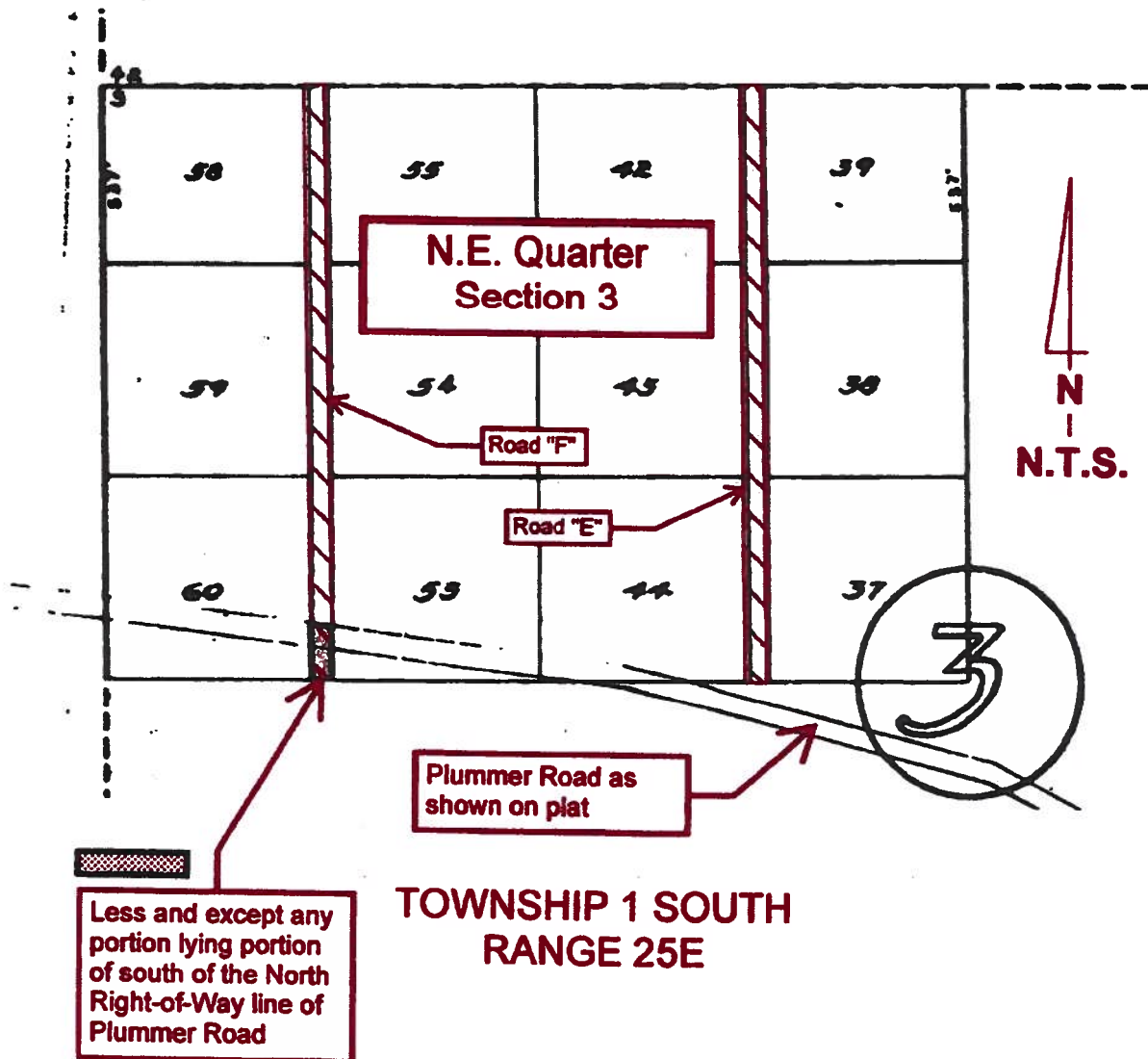
Exhibit "B"
 Map of Dinsmore, Dinsmore Plots
 and the Dinsmore Farms
 Plat by Robert M. Angus
 August 1933
 (Unrecorded)

MAP OF
DINSMORE,
DINSMORE PLOTS
 AND
THE DINSMORE FARMS.

Duval County, Florida

This map prepared August 1933 under the direction of
 Robert M. Angus
 Civil Engineer
 401 Hildebrandt Bldg.
 Jacksonville, Florida

The Dinsmore Company Inc.
 Jacksonville, Florida



2

**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn
All being part of the Northwest Quarter of Section 3
Township 1 South, Range 25 East
Duval County, Florida**

**All as being shown on
Map of
Dinsmore, Dinsmore Plots and the Dinsmore Farms
Prepared August, 1933
Under the direction of Robert M. Angus
(Unrecorded)**

Road "E"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying within the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of said Northwest Quarter and running thence northerly between the west lines of Farms 37, 38, and 39 and the east lines of Farms 44, 43, and 42, to the northerly line of said Northwest Quarter, as shown on said plat.

Road "F"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying within the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of said Northwest Quarter and running thence northerly between the west lines of Farms 53, 54, and 55 and the east lines of Farms 60, 59, and 58, to the northerly line of said Northwest Quarter, as shown on said plat, less and except any portion thereof lying south of the North Right-of-way line of Plummer Road..



Our Site Set on the Future.



HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2025, by **Congaree and Penn Landscape Trees, LLC.**, whose address is **8555 Plummer Road, Jacksonville, Florida 32219** ("Grantor") in favor of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202 ("City").

IN CONSIDERATION for the closure and/or abandonment of City right-of-way or easement areas pursuant to **CITY ORDINANCE 2025-_____**, a copy of which is attached hereto and incorporated by reference (the "Ordinance"), located near **RE# 003838-0015** in **Council District 8** and established in the **Un-Recorded Map of Dinsmore, Dinsmore Plots and the Dinsmore Farms of Duval County, Florida.**

Grantor, its successors and assigns, holds harmless, indemnifies, and will defend **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way or easement areas, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); including, but not limited to such injuries or damages resulting from flooding or erosion. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit "A"**. The adjacent property owner(s) who acquire the Property as a result of the abandonment shall be responsible for maintaining the Property.

Furthermore, the Property shall remain totally unobstructed by any permanent improvements that may impede the use by the City or JEA of their reserved easement rights, if any, under the provisions of the reserved easement and/or the Ordinance. In the event that such easement rights are reserved by City or JEA: (a) the construction of driveways and the installation of fences, hedges, and landscaping is permissible but subject to removal or damage by the City or JEA at the expense of the Grantor, its successors and assigns, for any repairs to or replacement of the improvements; and (b) Grantor, its successors and assigns, shall indemnify, defend, and hold City and JEA harmless from, any and all loss, damage, action, claim, suit, judgment, cost, or expense for injury to persons (including death) or damage to property and improvements (including destruction), in any manner resulting from or arising out of the installation, replacement, maintenance or failure to maintain, or removal of any improvements placed within the easement area by Grantor, its successors or assigns, and the City's or JEA's exercise of their rights in the reserved easement.

**Signed and Sealed
in Our Presence:**

GRANTOR:

(Sign) _____

By: _____

(Print) _____

Name: _____

Title: _____

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2025, by _____.

{NOTARY SEAL}

[Signature of Notary Public-State of Florida]

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

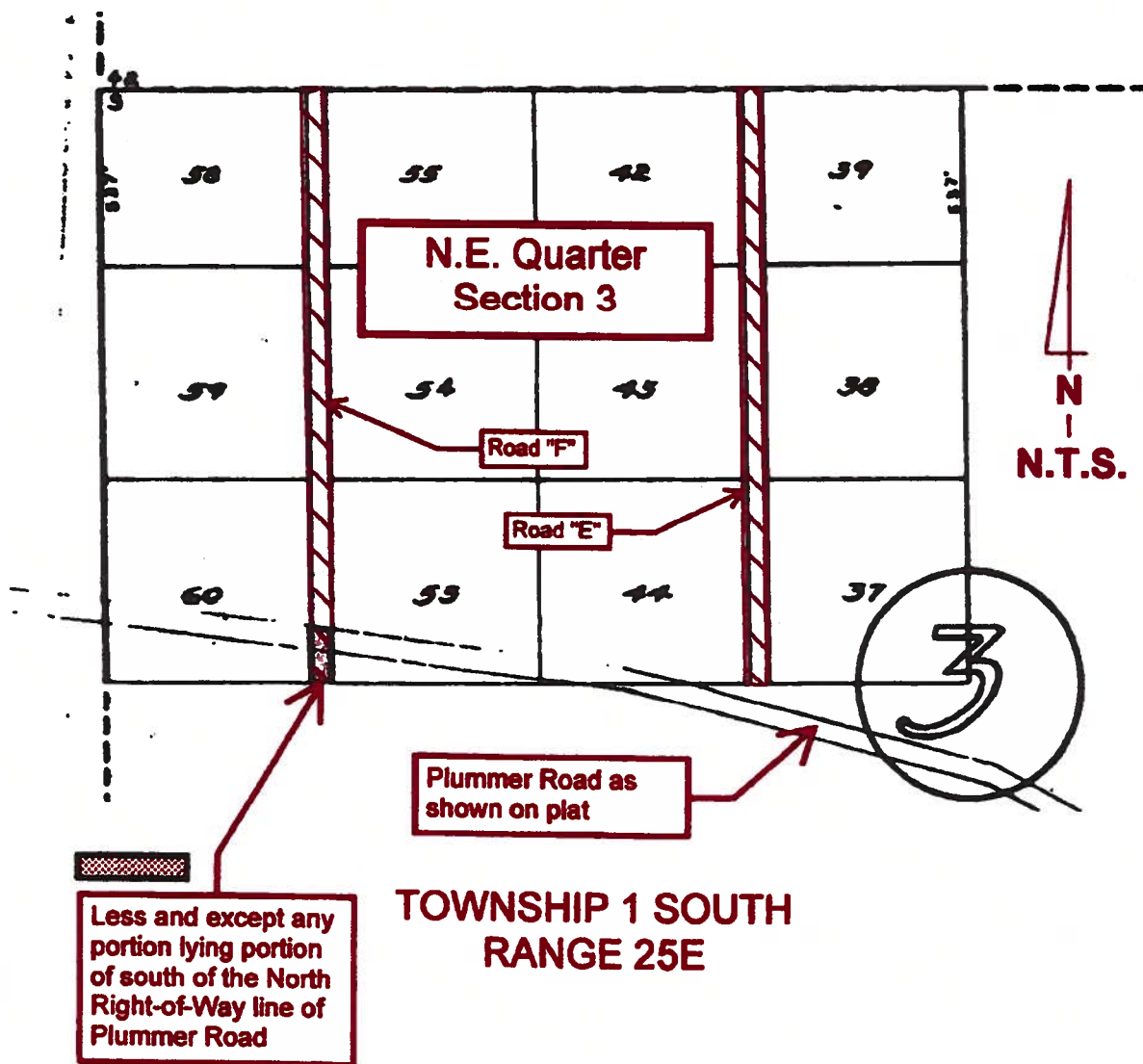
Map of Dinsmore, Dinsmore Plots
and the Dinsmore Farms
Plat by Robert M. Angus
August 1933
(Unrecorded)

MAP OF
DINSMORE,
DINSMORE PLOTS
AND
THE DINSMORE FARMS.

Duval County, Florida.

This map prepared August 1933 under the direction of
Robert M. Angus
Civil Engineer
401 Hildebrandt Bldg.
Jacksonville, Florida.

The Dinsmore Company Inc.
Jacksonville, Florida



**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn
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Prepared August, 1933
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(Unrecorded)**

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Our Site Set on the Future.



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LEGISLATIVE FACT SHEET

DATE: 05/12/25 BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Public Works/Real Estate in Councilmember Reggie Gaffney Jr.'s District 8
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: Renee Hunter

Provide Name: Renee Hunter, Chief, Real Estate Division

Contact Number: 904-255-8234

Email Address: reneeh@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

Please provide authorization for the Public Works Real Estate Division to request the legislation necessary for the City Council to approve the closure and abandonment of three (3) unopened and unimproved portions of unnamed right of ways as recorded in Plat Book 6, Page 74 of the plat of North Dinsmore Farms, of the Current Public Records of Duval County, Florida and two (2) more unopened, unimproved, and unnamed right of ways in the unrecorded Map of Dinsmore, Dinsmore Plots and the Dinsmore Farms. See maps attached and RE# 002604-1000 and 003838-0015 for location purposes.

The applicant, Genuine Giants, LLC, has requested the three (3) closures near RE# 002604-1000 to develop a Farm Store to support its existing business, but the closure areas will main open space or agricultural. The co-applicant, Congaree and Penn Landscape Trees, LLC., has requested the two (2) closures for continued use of the areas as open space and agricultural, but the nearby properties may eventually become 10 acre lots with a single residential home dwelling on each lot. The applicants have paid the \$10,455.00 closure application fee for the five (5) closures. No City, State, or other agency has objected to this closure request.

APPROPRIATION: Total Amount Appropriated: _____ as follows:

List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name of State Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name of City of Jacksonville Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The applicant has paid the \$10,455.00 closure application fee which has been deposited in the General Fund
00111.152001.349070.000000.00000000.000000.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-----------------------------------	-------------------------------------	--------------------------

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

OGC has approved the hold harmless covenant template.

Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------------	--------------------------	-------------------------------------

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No	
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate form(s).</p>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

BUSINESS IMPACT ESTIMATE

Pursuant to Section 166.041(4), F.S., the City is required to prepare a Business Impact Estimate for ordinances that are NOT exempt from this requirement. A list of ordinance exemptions are provided below. Please check all exemption boxes that apply to this ordinance. If an exemption is applicable, a Business Impact Estimate IS NOT required.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation (Florida Statute 336.09);
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If none of the boxes above are checked, then a Business Impact Estimate IS REQUIRED to be prepared by the using agency/office/department and submitted in the MBRC filing packet along with the memorandum request, legislative fact sheet, etc. A Business Impact Estimate form can be found at: <https://www.coj.net/departments/finance/budget/mayor-s-budget-review-committee>

Division Chief: _____
(signature)

Date: _____

Prepared By: _____
(signature)

Date: _____

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o the Budget Office, St. James Suite 325

Thru: Nina Sickler, P.E., Director Public Works

(Name, Job Title, Department)

Phone: 255-8748

E-mail: NSickler@coj.net

From: Renee Hunter, Chief, Real Estate

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8234

E-mail: ReneeH@coj.net

Primary
Contact

Renee Hunter, Chief, Real Estate

(Name, Job Title, Department)

Phone: 255-8234

E-mail: ReneeH@coj.net

CC: Brittany Norris, Director of Intergovernmental Affairs, Office of the Mayor

Phone: 255-5000

E-mail: BNorris@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: John Sawyer, Office of General Counsel, St. James Suite 480
Phone: 904-255-5074 E-mail: JSawyer@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact _____
(Name, Job Title, Department)
Phone: _____ E-mail: _____

CC: Brittany Norris, Director of Intergovernmental Affairs, Office of the Mayor
Phone: 255-5000 E-mail: BNorris@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item:

Boards Action / Resolution? ☐ Yes ☐ No

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Business Impact Estimate

This form must be posted on the City of Jacksonville's website by the time notice of the proposed ordinance is published.

ORDINANCE NUMBER TO BE ASSIGNED (2025-____) title of ordinance AN ORDINANCE CLOSING AND ABANDONING AND/OR DISCLAIMING THREE (3) UNOPENED AND UNIMPROVED PORTIONS OF UNNAMED RIGHT OF WAYS ESTABLISHED IN PLAT BOOK 6, PAGE 74 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND TWO (2) UNOPENED AND UNIMPROVED PORTIONS OF UNNAMED RIGHT OF WAYS, IN THE UNRECORDED MAP OF DINSMORE, DINSMORE PLOTS AND DINSMORE FARMS, IN COUNCIL DISTRICT 8, AT THE REQUEST OF CONGAREE AND PENN LANDSCAPE TREES, LLC. AND GENUINE GIANTS LLC.; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING

Summary of the proposed ordinance: AN ORDINANCE CLOSING AND ABANDONING AND/OR DISCLAIMING THREE (3) UNOPENED AND UNIMPROVED PORTIONS OF UNNAMED RIGHT OF WAYS ESTABLISHED IN PLAT BOOK 6, PAGE 74 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND TWO (2) UNOPENED AND UNIMPROVED PORTIONS OF UNNAMED RIGHT OF WAYS, IN THE UNRECORDED MAP OF DINSMORE, DINSMORE PLOTS AND DINSMORE FARMS, IN COUNCIL DISTRICT 8, AT THE REQUEST OF CONGAREE AND PENN LANDSCAPE TREES, LLC. AND GENUINE GIANTS LLC.; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.

An estimate of the direct economic impact of the proposed ordinance: \$10,455 CLOSURE APPLICATION FEE HAS BEEN DEPOSITED INTO THE GENERAL FUND. THIS LEGISLATION WILL NOT REQUIRE BUSINESSES TO INCUR ANY DIRECT COMPLIANCE COSTS NOR WILL ANY NEW CHARGES OR FEES BE ASSESSED BY THIS LEGISLATION FOR WHICH BUSINESSES WILL BE FINANCIALLY RESPONSIBLE.

Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: NONE OTHER THAN APPLICANT.

Additional information the governing body deems useful (if any): N/A