

# REQUEST FOR PROPOSALS (RFP #ED-23-03)

Sale of Property for Compatible Commercial Development

Approximately 1.04 Acres  
Vacant City Parcel on Loretta Lane  
Virginia Beach, VA

GPIN: 2417-45-8332

District 6



**SALE OF:**

City-owned property for development for a compatible commercial use located in the City of Virginia Beach, Virginia

**PURPOSE:**

The City of Virginia Beach, Department of Economic Development, is seeking proposals from an individual, user, developer, or contractor for the following:

To purchase undeveloped City property on Loretta Lane, GPIN: 2417-45-8332, approximately 1.04 acres; hereinafter referenced as the “Property” in Virginia Beach, Virginia (full legal description attached as Exhibit A).

The City of Virginia Beach (the “City”) acquired the Property pursuant to its Oceana & ITA Conformity & Acquisition (BRAC) Program. The City desires to sell the Property to a qualified individual, user, developer, or contractor who will develop the Property in a manner that is compatible with the Historic Seatack neighborhood and the AICUZ restrictions.

The Property is split-zoned (R-10, B-2, and I-1) and thus a rezoning may be necessary. The Property lies partially within Accident Potential Zone 1 and partially in Accident Potential Zone 2 and is in the greater than 75 dB DNL Noise Zone. Permitted uses are limited to those identified as permitted in Section 1804 of the City’s Zoning Ordinance, attached as Exhibit B and any proposed use or development should consider the AICUZ restrictions. Residential use is not permitted. Design criteria will be considered as part of the selection process; *see* Section 1810 of the City’s Zoning Ordinance, attached as Exhibit C. Sound attenuation measures may be required; *see* Section 1805 of the City’s Zoning Ordinance, attached as Exhibit D. The Property will be conveyed to the selected purchaser, subject to a deed restriction that prevents the owner of the Property from making any claims against any governmental body regarding jet noise.

The Resource Protection Area (RPA) of the Chesapeake Bay watershed is present on the subject parcel. This area consists of a 100-foot buffer delineated from the edge of water, tidal wetlands, tidal shores and nontidal wetlands (City Code, Appendix F, Sec. 104). Development encroachment into the buffer area may be permitted through the variance process to the Chesapeake Bay Preservation Area (CBPA) Ordinance (City Code, Appendix F, Sec. 110).

If a building is proposed, it shall be timely constructed.

I. REQUIREMENTS:

a. **SCOPE OF THE PROPOSED USE**

A development that meets all the applicable requirements of the City Zoning Ordinance, Building Code, and City development regulations.

b. **PROPOSAL REQUIREMENTS**

1. **Submittal of Proposals:**

- a) Each respondent must complete and submit with their proposal a Proposal Form, attached as Exhibit E.
- b) An original signed proposal and five (5) copies shall be submitted.
- c) The City prefers that respondents submit a flash drive containing an electronic version of the proposal.
- d) All proposals shall be received, and date stamped in the location described below no later than: **Friday, October 14, 2022, at 3:00 p.m.** All proposals received after that time will not be considered and will be returned unopened to the respondent.
- e) Location for submissions:  
  
Attention: Deborah Zywna  
Virginia Beach Department of Economic Development  
4525 Main Street, Suite 700  
Virginia Beach, VA 23452
- f) Packages must be complete by the deadline. **Incomplete packages will not be accepted under any circumstances.**
- g) **Proposals submitted by telephone, facsimile, or e-mail will not be considered.**

2. **Contents of Proposal:** Respondents must include in their proposal the following information:

- a) **Proposed Purchase Price.** A purchase price has not been specified for this property. Respondents must provide a purchase price in their proposal to be paid to the City in exchange for the Property at closing.

- b) **Estimated Capital Investment.** Anticipated cost of construction on the Property of the building (if applicable), all proposed site finishing and landscaping.
  - c) **Plans.** Five (5) full sets of conceptual plans for the construction and site work related to development of the Property.
  - d) **Use.** Proposed use for the development to ensure compliance with APZ-1/APZ-2 zoning restrictions.
  - e) **Capabilities Statement.** Provide your firm's organizational structure, previous experience with past development projects, and financial capability.
3. **Requirements:** An individual, user, developer, or contractor submitting a proposal must:
- a) Have work performed or supervised by a Class A or Class B contractor licensed in Virginia.
  - b) Have in place the following insurances, which shall be written by companies authorized to do business in the Commonwealth of Virginia and acceptable to the City:
    - i) Comprehensive general liability insurance at limits not less than one million dollars (\$1,000,000.00) combined single limits;
    - ii) Commercial general liability insurance including contractual liability coverage in an amount not less than one million dollars (\$1,000,000.00) combined single limits;
    - iii) Employees' dishonesty bond at limits not less than one million dollars (\$1,000,000.00); and
    - iv) Workers Compensation Insurance as required under Title 65.2 of the Code of Virginia.
  - c) Comply with all the laws and regulations of the City of Virginia Beach, including but not limited to laws involving land use, building permits, zoning, street closures, and code enforcement.
  - d) Agree to provide to the City of Virginia Beach reports, financial information, and other information, as requested that may be needed to ensure compliance with local,

state, and federal laws and regulations.

- e) Must start construction on the Property within one (1) year after closing on the Property with the City.
- f) Provide a construction timeline for completion of the proposed development.

c. **TERMS OF SALE**

The selected respondent (“Purchaser”), by submitting a proposal, agrees to the following terms of sale should his/her/its proposal be accepted:

**Property:** Fee simple title to the Property described on Exhibit A attached hereto.

**Purchase Price:** Price offered in proposal for the Property, which sum shall be payable at closing.

**Purchase Agreement:** A purchase agreement will be signed by the Purchaser within ninety (90) days after being notified of selection.

**Earnest Money Deposit:** Purchaser shall deposit Ten Thousand and no/100 Dollars (\$10,000.00) at the execution of the Purchase Agreement. The deposit shall be refundable until expiration of the due diligence period. The deposit shall be applied to the Purchase Price at closing.

**Use:** Purchaser intends to develop the Property in a manner compatible with its AICUZ classification together with the existing zoning or rezone to a compatible use in accordance with the City Zoning Ordinance, Appendix A, Table 1804 for APZ-1/APZ-2, as appropriate. Residential use is not permitted.

**Reverter:** The deed will contain a reverter (to expire upon completion of construction) to insure the completion of the construction in a timely manner.

**Closing:** Closing shall occur thirty (30) days after Purchaser has obtained all requisite approvals.

**Easements:** The sale of the Property shall be subject to all easements of record and those needed to be reserved and/or dedicated to the City for public utilities.

**Costs and Expenses:** Purchaser and Seller shall each pay for their respective attorneys’ fees. All recording fees and taxes (other than the Grantors' tax) shall be borne by Purchaser. Real estate taxes shall be prorated as of the date of sale. Purchaser shall pay for all costs and expenses in connection

with, if applicable, survey, re-zoning, construction, and development of the Property (including, without limitation, all tap fees, meter fees and drainage, fixture, and utility (DFU) fees, and building permits and development review fees.

**AS IS/WHERE IS:** The Property shall be conveyed AS IS, WHERE IS and without warranties of any kind.

**Construction Deadlines:** Purchaser must commence construction of any proposed structures on or before the date which is one (1) year after closing on the Property. Purchaser must complete construction on or before the date that is two (2) years after closing on the Property.

**Risk of Loss:** Risk of loss or damage to all or any portion of the Property (other than loss or damage caused by the selected respondent or its agents) shall remain upon the City until transfer of possession of such portion of the Property to the selected respondent.

**City Council Action:** The Purchase Agreement and all other definitive agreements shall be contingent upon City Council action.

## II. LAWS AND REGULATIONS

All construction shall be subject to all applicable local, state, and federal laws and regulations regarding construction of improvements on the Property, including without limitation complying with the City's site plan review process, stormwater management regulations, and issuance of required permits. All property maintenance laws must also be complied with. Once construction is started, work must continue steadily in good faith until completed.

Permits and Inspections shall monitor any work that requires a building permit.

## III. REVIEW AND SELECTION

The City will evaluate the proposals based on several criteria, including the offered Purchase Price; the credentials of the respondent, contractors and subcontractors; the compatibility of the proposed design with the AICUZ and the design criteria; the integration with surrounding uses; the contents of the proposal; and the best interests of the City. The participants will be notified by mail of the City's selection. The City reserves the right to reject any and all proposals and to select the proposal that it deems is in the best interests of the City, even if it is not the highest Purchase Price. The selection among the proposals shall be in the sole discretion of the City Council. Only responsive and responsible proposals will be considered. Proposals that attempt to change or do not meet the requirements in this Request for Proposals may be rejected as being non-responsive.

Each proposal shall be considered a valid offer until the City notifies participants that it has selected a proposal.

If a proposal is selected, the City will notify the selected Purchaser and will prepare a Purchase Agreement setting forth the terms of sale consistent with the terms in this Request for Proposals and the Purchaser's proposal. The Purchaser will sign the Purchase Agreement, and then the matter will be put on the City Council's Agenda for a public hearing and formal approval pursuant to applicable laws and procedures.

#### IV. CLOSING PROCEDURE

The City Attorney's Office will prepare the Purchase Agreement between the City and the Purchaser and coordinate the sale of the Property to the Purchaser. The Purchase Agreement will include a provision that the Purchaser will forfeit the Earnest Money Deposit or that the Property will revert to the City if the Purchaser does not fully comply with all terms of the Purchase Agreement.

#### V. DISQUALIFICATION

Firms utilizing City of Virginia Beach employees either in a prime or subcontractor role are disqualified from submitting a proposal.

#### VI. ADDITIONAL DEVELOPMENT CRITERIA

##### 1. Plans.

- a. All plans and specifications pertaining to building design, construction, landscaping, signs, fences, and subsequent alterations (collectively, the "Plans") are subject to the written approval and consent of the City, which approval shall not be unreasonably withheld. The City shall not be liable in damages for any act or omission regarding the approval or disapproval of the Plans submitted.
- b. All building and land improvements shall be constructed and maintained by the Purchaser or subsequent owner or tenant in accordance with the Plans unless an exception is approved in writing by the City.

##### 2. Design.

- a. Section 1810 design criteria should further be considered to ensure that any development blends with and enhances the surrounding area.
- b. Driveways shall be designed, installed, and maintained in a clean and neat condition. The surfaces of all driveways and permanent parking areas shall be of concrete, asphalt, bituminous, or such other materials as may be approved by the City. It shall be the Purchaser's responsibility to extend driveways and public utilities to existing or proposed streets at no expense to the City.
- c. No materials, supplies, equipment, trash or refuse shall be stored on the Property except inside a building, except that the Purchaser shall be entitled to have a dumpster on the Property with the location to be determined during site plan review process.

All structures, including, but not limited to, building, signs, and fences shall be maintained in good condition and repair by the Purchaser, or Purchaser's tenant, as applicable.

3. Zoning.

Purchaser will be responsible for rezoning of the Property, if applicable, and any development will be required to ensure compatibility with the adjacent residential area.

4. Subdivision.

If necessary, the Property shall be re-subdivided to vacate interior lot lines before approval of the site development plan.

## VII. INFORMATION

For additional information about this Request for Proposals, please contact **Deborah Zywna, at (757) 385-2913**, Monday- Friday between 8:00 am and 5:00 p.m.

Questions about zoning and building code requirements should be directed to the Department of Planning at (757) 385-4211 (permits) and (757) 385-8074 (zoning).



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

GPIN: 2417-45-8332

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situated near Seatack, in Lynnhaven Magisterial District, in the City of Virginia Beach, Virginia, bounded and described as follows:

BEGINNING at a point on the North side of a road called Maple Avenue as laid down on a plat of the Samuel Patterson land, at the Southwest corner of Lot 17 on said plat, and running thence Westwardly along said road to the Southern corner of Lot 19; thence Northwardly and at right angles along the Eastern line of Lot 19; thence Southwardly to the Northwest corner of Lot 17; thence Southwardly along the Western line of Lot 17 to the POINT OF BEGINNING on Maple Avenue, being designated on said plat as Lot 18. For further description of said property, reference is hereby made to "DRINKWATER PLAT" duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 62, at page 397.

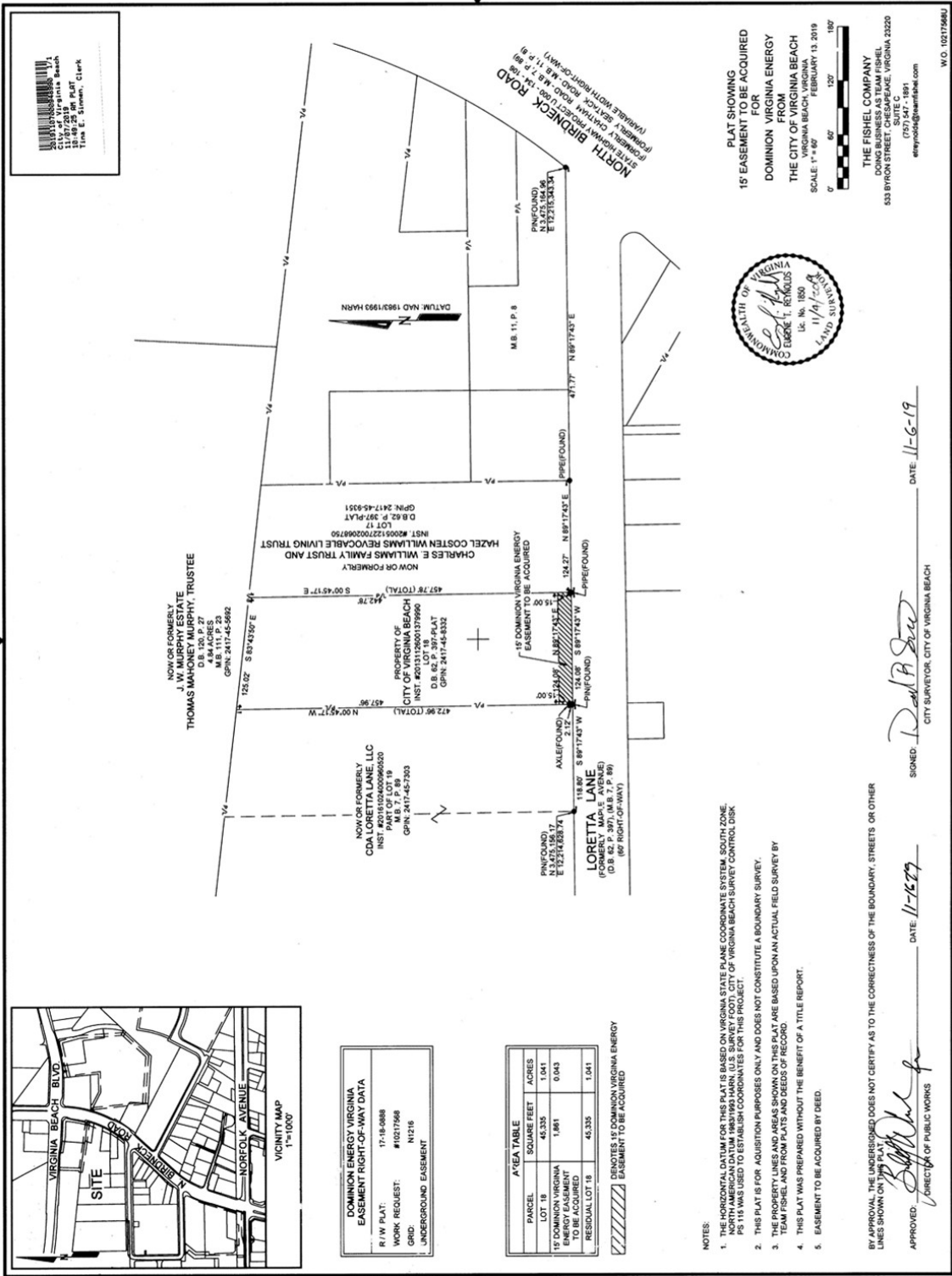
Also described as "PROPERTY OF CITY OF VIRGINIA BEACH INST. #20131126001379990 LOT18 D.B. 62, P. 397-PLAT GPIN: 2417-45-8332" as shown on that certain plat entitled, "PLAT SHOWING 15' EASEMENT TO BE ACQUIRED FOR DOMINION VIRGINIA ENERGY FROM THE CITY OF VIRGINIA BEACH," Scale 1"= 60', dated February 13, 2019, prepared by The Fishel Company and recorded in the aforesaid Clerk's Office as Instrument Number 20191107000948990.

Subject to that certain Dominion Virginia Energy utility easement designated and described as "15' DOMINION VIRGINIA ENERGY EASEMENT TO BE ACQUIRED" as shown on the aforesaid plat and recorded in the aforesaid Clerk's Office as Instrument Number 202103061233.

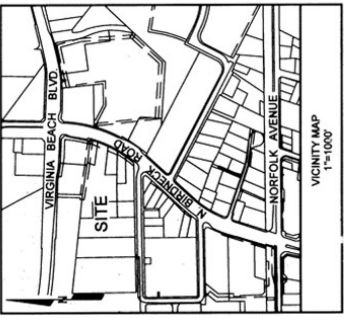
RESERVING UNTO THE CITY all right, title and interest, if any, in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the public and/or the City.

IT BEING a portion of the same property conveyed to the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia, by Deed dated November 14, 2013 from C. Corp., a Virginia Corporation, recorded in the aforesaid Clerk's Office as Instrument Number 20131126001379990.

# PLAT



City of Virginia Beach  
 18-49-25-00 PLP Clerk  
 Tom E. Stramm



**DOMINION ENERGY VIRGINIA  
 EASEMENT RIGHT-OF-WAY DATA**

R/W PLAT: 17-18-0888  
 WORK REQUEST: #10217568  
 GRID: N1216  
 UNDERGROUND EASEMENT

PARCEL	SQUARE FEET	ACRES
LOT 18	45,335	1.041
15' DOMINION ENERGY EASEMENT TO BE ACQUIRED	1,061	0.043
RESIDUAL LOT 18	45,335	1.041

DEEDS 19' DOMINION VIRGINIA ENERGY EASEMENT TO BE ACQUIRED

- NOTES:
1. THE HORIZONTAL DATUM FOR THIS PLAT IS BASED ON VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. PS 111 WAS USED TO ESTABLISH COORDINATES FOR THIS PROJECT. THE CITY OF VIRGINIA BEACH STREET CONTROL ZONE.
  2. THIS PLAT IS FOR ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
  3. THE PROPERTY LINES AND AREAS SHOWN ON THIS PLAT ARE BASED UPON AN ACTUAL FIELD SURVEY BY TEAM FISHEL AND FROM PLATS AND DEEDS OF RECORD.
  4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
  5. EASEMENT TO BE ACQUIRED BY DEED.



**PLAT SHOWING  
 15' EASEMENT TO BE ACQUIRED  
 FOR  
 DOMINION VIRGINIA ENERGY  
 FROM  
 THE CITY OF VIRGINIA BEACH**

SCALE: 1" = 60'  
 FEBRUARY 13, 2019

**THE FISHEL COMPANY**  
 DOUG BUSINESS AS TEAM FISHEL  
 533 BYRON STREET, CHESAPEAKE, VIRGINIA 23020  
 (757) 547-1891  
 info@fishel.com

SIGNED: *Robert L. Reneker*  
 CITY SURVEYOR, CITY OF VIRGINIA BEACH

APPROVED: *Tom E. Stramm*  
 DIRECTOR OF PUBLIC WORKS

DATE: 11-6-19

DATE: 11-15-19

W.O. 10217568U

**EXHIBIT B**

**Section 1804, Table 2, City Zoning Ordinance**

TABLE 2 - AIR INSTALLATIONS COMPATIBLE USE ZONES LAND USE COMPATIBILITY IN ACCIDENT POTENTIAL ZONES			
Land Use Name	Clear Zone	APZ-I	APZ-II
<i>Residential</i>			
Single-family dwellings	N	N	Y
Semidetached dwellings	N	N	N
Attached dwellings/townhouses	N	N	N
Multiple-family dwellings	N	N	N
Dormitories and other group quarters	N	N	N
Hotels and motels	N	N	N
Mobile home parks	N	N	N
Other residential	N	N	N
<i>Manufacturing</i>			
Food & kindred products; manufacturing	N	Y	Y
Textile mill products; manufacturing	N	Y	Y
Apparel and other finished products; products made from fabrics, leather and similar materials; manufacturing	N	Y	Y
Lumber and wood products (except furniture); manufacturing	N	Y	Y
Furniture and fixtures; manufacturing	N	Y	Y
Paper and allied products; manufacturing	N	Y	Y
Printing, publishing, and allied industries	N	Y	Y
Chemicals and allied products; manufacturing	N	N	N
Petroleum refining and related industries	N	N	N
Rubber and misc. plastic products; manufacturing	N	N	N
Stone, clay and glass products; manufacturing	N	Y	Y
Primary metal products; manufacturing	N	Y	Y
Fabricated metal products; manufacturing	N	Y	Y
Professional scientific, & controlling instrument; photographic and optical goods; watches & clocks	N	Y	Y
Miscellaneous manufacturing	N	Y	Y
<i>Transportation, communication and utilities</i>			
Railroad, rapid rail transit, and street railway transportation	N	Y	Y
Motor vehicle transportation	N	Y	Y
Aircraft transportation	N	Y	Y
Marine craft transportation	N	Y	Y
Auto parking	N	Y	Y
Communication	N	Y	Y
Utilities	N	Y	Y
Solid waste disposal (landfills, incineration, etc.)	N	N	N
Other transport, comm. and utilities	N	Y	Y
<i>Trade</i>			
Wholesale trade	N	Y	Y
Retail trade - building materials, hardware and farm equipment	N	Y	Y
Retail trade - general merchandise	N	N	Y
Retail trade - food	N	N	Y
Retail trade - automotive, marine craft, aircraft and accessories	N	Y	Y

Retail trade - apparel and accessories	N	N	Y
Retail trade - furniture, home, furnishings and equipment	N	N	Y
Retail trade - eating and drinking establishments	N	N	N
Other retail trade	N	N	Y
<i>Services</i>			
Finance, insurance and real estate services	N	N	Y
Personal services	N	N	Y
Cemeteries	N	Y	Y
Business services (credit reporting; mail, stenographic, reproduction; advertising)	N	N	Y
Warehousing and storage services	N	Y	Y
Repair services	N	Y	Y
Professional services	N	N	Y
Hospitals, nursing homes	N	N	N
Other medical facilities	N	N	N
Contract construction services	N	Y	Y
Government services	N	N	Y
Educational services	N	N	N
Miscellaneous	N	N	Y
<i>Cultural, entertainment and recreational</i>			
Cultural activities	N	N	N
Religious uses	N	N	Y
Nature exhibits	N	Y	Y
Public assembly	N	N	N
Auditoriums, concert halls	N	N	N
Outdoor music shells, amphitheaters	N	N	N
Outdoor sports arenas, spectator sports	N	N	N
Indoor recreational facilities	N	Y	Y
Indoor play centers	N	N	Y
Campgrounds	N	N	N
Parks	N	Y	Y
Other cultural, entertainment and recreation	N	Y	Y
Agriculture (except livestock)	Y	Y	Y
<i>Resource production and extraction</i>			
Livestock farming and breeding	N	Y	Y
Agriculture related activities	N	Y	Y
Forestry activities	N	Y	Y
Fishing activities	N	Y	Y
Mining activities	N	Y	Y
Other resource production or extraction	N	Y	
<i>Other</i>			
Undeveloped land	Y	Y	Y
Water areas	N	N	N

## EXHIBIT C

### Section 1810, City Zoning Ordinance

- **Sec. 1810. - Design, etc., features; notice.**

(a) Any of the uses enumerated in section 1809 shall be allowed as a principal use in the zoning districts designated therein if, in addition to all other applicable requirements of this ordinance, the Planning Director finds that the utilization of the following features is clearly sufficient to prevent any adverse impacts to residential or apartment uses or other property within APZ-1:

(1) The use conforms to all general and specific conditions applicable to such use under Part C of Article 2 of this ordinance;

(2) Enhanced site and parking lot landscaping exceeding applicable requirements, both qualitatively and quantitatively, is provided;

(3) Exterior lighting is of low intensity and residential in character and shielded in such manner as to direct light and glare away from residential areas;

(4) Hours of operation are limited so as to avoid disturbances to residential neighborhoods;

(5) Signage is either nonilluminated or, where freestanding, is externally illuminated from ground level, no neon lighting visible from any adjoining property is used, and freestanding signs are located as far from residential or apartment districts as is practicable;

(6) Storage of materials, waste containers, or merchandise, except for boats, motor vehicles, motor homes or similar items for sale, is within the interior of the building or is screened so as to not be visible from streets or adjoining properties;

(7) Where adjacent to residential or apartment districts, enhanced landscape buffering exceeding applicable requirements, both qualitatively and quantitatively, is provided; and

(8) Building design and exterior building materials substantially conform to such of General Community Appearance Guidelines, Special Area Development Guidelines and Special Purpose Guidelines, as set forth in the Comprehensive Plan Reference handbook, as well as the design recommendations of any Strategic Growth Area Plan as are applicable.

(b) Upon receipt of an application pursuant to this Part, the Planning Director shall cause notice thereof to be sent by certified mail to the record owner of each lot adjacent to, or directly across the street from, the property that is the subject of the application, which notice shall invite comments concerning the application. The Planning Director

shall give careful consideration to the comments received in determining whether to approve or disapprove the application, and shall, no less than fifteen (15) nor more than thirty (30) days after the date of mailing of the required notices, either approve or disapprove the application on the basis of the criteria set forth in this Part and the comments received. Such decision shall be in writing and mailed or delivered to the applicant and all persons who provided comments.

(Ord. No. 2934, 3-28-06; Ord. No. 3172, 5-10-11; Ord. No. 3228, 4-24-12)

## **EXHIBIT D**

### **Section 1805, City Zoning Ordinance**

- **Sec. 1805. - Sound attenuation.**

Sound attenuation measures shall be incorporated in any use or structure located in the 65—70 dB DNL, 70—75 dB DNL or >75 dB DNL Noise Zones in accordance with the requirements of the Virginia Uniform Statewide Building Code.

(Ord. No. 2905, 12-20-05; Ord. No. 3006, 1-8-08)

**EXHIBIT E**

**PROPOSAL FORM**

**GPIN 2417-45-8332**

**October 14, 2022, at 3:00 P.M.**

**Purchase Price \$ \_\_\_\_\_**

The undersigned hereby declares that he/she has examined the Request for Proposals, and that he/she has inspected the property and agrees to accept it “as is” without warranty by the Seller as to its condition, value, or usefulness for any purpose, except as may be specified in the Request for Proposals.

The undersigned hereby offers to purchase the property located in the City of Virginia Beach upon the terms and conditions stated in the Request for Proposals for the sum of \$\_\_\_\_\_.

The undersigned further agrees, upon signing a Purchase Agreement for the Property, that he/she will pay the required earnest money deposit of \$10,000.00, and the balance of the purchase price upon delivery of the deed.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment(s):

- Conceptual Plans (5 sets)
- Other information pertinent to the development of this Property