

# **REQUEST FOR PROPOSALS (RFP #PW-25-03)**

**Sale of Property for Compatible Residential Development**

**Approximately 0.77 Acre (33,390 SF)  
Vacant City Parcel at 1372 Laskin Road  
Virginia Beach, VA GPIN: 2417-29-0438-0000**

**District 6**



## PURPOSE

The City of Virginia Beach, Department of Public Works, is seeking proposals from an individual, user, non-profit organization, developer, or contractor (“Respondent”) for the following:

To purchase undeveloped City property located at 1372 Laskin Road, GPIN: 2417-29-0438-0000, approximately 0.77 acre or 33,390 SF; hereinafter referenced as the “Property” in Virginia Beach, Virginia (full legal description and plat attached as Exhibit A).

The City of Virginia Beach (the “City”) acquired the Property in 2002 for the Laskin Road Phase I project. The City desires to sell the Property to a qualified Respondent who will develop the Property in a manner that is compatible with the surrounding residential neighborhood.

The Property is zoned R-20 which carries the following dimensional requirements:

Minimum lot area: 20,000 SF  
Minimum lot width: 100 ft.  
Minimum front yard setback: 50 ft.  
Minimum rear yard setback: 20 ft.  
Minimum side yard setback abutting 1388 Laskin: 15 ft.  
Minimum side yard setback abutting Linbay Dr.: 30 ft.  
Maximum lot coverage: 25%

The Property lies outside of any Accident Potential Zone and is in the 70-75 dB DNL Noise Zone, see Sections 1804 and 1805, City Zoning Ordinance, attached as Exhibit B. **The only compatible use contemplated by the City is single-family residential development; no rezoning for further residential units will be allowed.** If a proposal is selected, the Property will be conveyed subject to a deed restriction that prevents any subsequent owner of the Property from making any claims against any governmental body regarding jet noise.

## SCOPE OF THE PROPOSED USE

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

## PROPOSAL REQUIREMENTS

### 1. Submittal of Proposals

- a. Each Respondent must complete and submit with their proposal a Proposal Form, attached as Exhibit C.
- 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 17, 2025 at 3:00 p.m. local time.**

All proposals received after that time will not be considered and will be returned unopened to the Respondent.

**Proposals should be submitted to:**

**Public Works Real Estate**

**2473 North Landing Road**

**Virginia Beach VA 23456**

**Attn: Shannon Hughes**

- e. Packages must be complete by the deadline. **Incomplete packages will not be accepted under any circumstances.**
- f. Proposals submitted by telephone, facsimile, or e-mail will not be considered.

## **2. Contents of Proposal**

- 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.
- b. **Estimated Capital Investment:** Anticipated cost of construction on the Property of the building, 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. **Capabilities Statement:** If Respondent is an individual, provide proof of financial capability to purchase the Property and complete construction of the improvements within two (2) years of closing. This proof can be in the form of a pre-approval letter from a lender if financing the purchase or copies of bank or investment account statements if no financing is necessary. If Respondent is a developer or contractor, provide your firm's organizational structure, previous experience with similar development projects, and financial capability.
- e. **Requirements:** Respondent submitting a proposal agrees to:
  - 1) Have work performed or supervised by a Class A or Class B contractor licensed in Virginia.
  - 2) Have in place the following insurances prior to award, which shall be written by companies authorized to do business in the Commonwealth of Virginia and acceptable to the City:
    - a. Comprehensive general liability insurance at limits not less than two million dollars (\$2,000,000.00) combined single limits;
    - b. Commercial general liability insurance including contractual liability coverage in an amount not less than one million dollars

- (\$1,000,000.00) combined single limits;
- c. Employees' dishonesty bond at limits not less than one million dollars (\$1,000,000.00); and
  - d. Workers Compensation Insurance as required under Title 65.2 of the Code of Virginia.
- 3) 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.
  - 4) Provide to the City of Virginia Beach reports, financial information, and other information as requested by the City to ensure compliance with local, state, and federal laws and regulations.
  - 5) Start construction on the Property within one (1) year after closing on the purchase of the Property. Purchaser must complete construction and obtain a full certificate of occupancy on or before the date that is two (2) years after closing on the Property.

## 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.

**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 as a single-family residential development in a manner compatible with its AICUZ classification together with the existing zoning.

**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 the City shall each pay for their respective attorneys' fees. City will not pay any brokers commissions and/or 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 closing. Purchaser shall pay for all costs and expenses in connection with, if applicable, survey, 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 and obtain a certificate of occupancy 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 Purchaser or its agents) shall remain upon the City until transfer of possession of the Property to the Purchaser at closing.

**City Council Action:** The purchase agreement and all other definitive agreements shall be contingent upon City Council approval.

## **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.

## **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 surrounding neighborhood and the design criteria; the integration with surrounding uses; the contents of the proposal; and the best interests of the City. The Respondents 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 offered. 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.

Unless withdrawn, each proposal shall be considered a valid offer until the City notifies Respondents that it has selected a proposal.

Proposals will be reviewed by a committee of City staff for recommendation to City Council. If a proposal is recommended, the Respondent will be notified and will agree to a draft Summary of Terms and Conditions consistent with the terms in this Request for Proposals and the Respondent's proposal before the matter is shared with City Council. Any City Council directed changes to the draft Summary of Terms and Conditions will be shared with the Respondent who must sign the final Purchase Agreement prior to the matter being placed on City Council's Agenda for a public hearing and formal vote pursuant to applicable laws and procedures.

### **CLOSING PROCEDURE**

If City Council votes affirmatively, the City Attorney's Office will prepare the necessary closing documents and complete 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.

### **DISQUALIFICATION**

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

### **ADDITIONAL DEVELOPMENT CRITERIA**

**Plans:** 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.

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.

**Design:** Design of proposed development should blend with and enhance the surrounding residential neighborhood.

Proposed development will only be allowed ingress/egress access from Linbay Drive; no entrance shall be allowed from Laskin Road. 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.

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 during construction.

All improvements, 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.

#### INFORMATION

For additional information about this Request for Proposals, please contact **Shannon Hughes, at (757) 385-4166**, 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**

GPIN: 2417-29-0438

ALL THAT certain lot, tract or parcel of land, together with the improvements thereon, situate, lying, and being in the City of Virginia Beach, Virginia, designated and described as "LOT 1" as shown on that certain plat entitled: "SECTION TWO LINLIER PROPERTY OF C EDGAR WINN, PRINCESS ANNE CO., VA", dated 1955, Scale 1"=100', prepared by JNO. M. Baldwin, C. E., R.S. Baldwin, C.L.S., which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 39, at page 36.

Subject to that certain 3' wide Virginia Natural Gas, Inc. utility easement designated and described in that certain Deed of Easement, dated December 16, 2003, recorded in the aforesaid Clerk's Office as Instrument Number 200505310081284.

Subject to that certain 59 sq. ft. temporary construction easement granted to the Commonwealth of Virginia Department of Transportation in that certain instrument dated July 18, 2018, and recorded in the aforesaid Clerk's Office as Instrument Number 20181128000973830.

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 the same property conveyed to the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia, by Deed dated August 13, 2002 from Emily Capps, et al., recorded in the aforesaid Clerk's Office as Instrument Number 200208263022653.



DO NOT FOLD



## EXHIBIT B

### Section 1804, Table 1, 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

## **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 C**

**PROPOSAL FORM**

**Property located at  
1372 Laskin Road  
Virginia Beach, VA  
GPIN 2417-29-0438**

**August 29, 2025, at 3:00 P.M.  
Purchase Price Offered: \$ \_\_\_\_\_**

The undersigned hereby declares that he/she/it has examined the Request for Proposals, and that he/she/it has inspected the Property and agrees to accept it “as is” without warranty by the City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia, 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 upon the terms and conditions stated in the Request for Proposals for the sum of \$\_\_\_\_\_.

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

Signature:\_\_\_\_\_

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

Title (if applicable):\_\_\_\_\_

Firm (if applicable):\_\_\_\_\_

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

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

Email:\_\_\_\_\_

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

Attachment(s):

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