THE PRINCESS ANNE LANDING DEAL

A Citizen's Guide to the Sale of Virginia Beach National Golf Course

Prepared for the August 11, 2026 City Council vote. Version 1.0, revised August 10, 2026, evening.

About this document. Prepared by a lifelong Virginia Beach resident, business owner, and taxpayer.

How to read this. Every fact below has a source. Most sources are the City's own papers: the Term Sheet, the Council agenda, the RFP, the signed NDA, the City's FOIA records, and documents recorded at the Circuit Court. When a point is not yet fully verified, it is marked in brackets. Check everything. That is the point of this document.

What this is not. This is not a claim that anyone broke the law. Where the law matters, this document says exactly what the law does and does not require. The rest is arithmetic and public records.

THE SHORT VERSION

1. The City gets zero dollars from this sale.
   The whole $17.94 million price goes back into the buyer's golf course.
2. The State holds a recorded lien on two of the parcels.
   It can require up to $3,920,120 when the City sells. Council was told $178,000.
3. The Navy holds a recorded, permanent easement on the same two parcels.
   It says the land may not be used for homes. Stormwater ponds need the Navy's written approval first.
4. The golf course sits under a recorded 40-year lease that runs to 2037.
   The packet names the lease but never says it runs to 2037.
5. The deal was built in private for 18 months, under a secrecy deal signed without a Council vote.
   It shut out the City's own oversight bodies.
6. The new homeowners' property taxes repay the developer's cost overruns before the general fund sees a dime.
7. The “affordable” homes fail the City's own affordability test, written into City Code in 2007.
   Ten of eleven Council members already sponsored a fix.
8. Nothing in the deal stops the buyer from flipping it, especially once the land is rezoned.
9. Council is voting before a federal judge rules on a pending motion to freeze the transfer.
   Waiting costs the City nothing.
10. Council never reviewed all nine proposals. The City Attorney said so in public.
11. The 2027 rezoning is pre-decided by contract, a year before its first public hearing.
12. Council was told exclusivity was refused. The signed paper says otherwise, both times.

WHAT IS IN THIS GUIDE

Every part stands on its own. A speaker with three minutes needs only one problem and one part.

TWELVE PROBLEMS THAT CANNOT BE EXPLAINED AWAY

Every deal has trade-offs someone can defend. These twelve are different. Each rests on the deal's own documents, or on papers recorded at the courthouse. For each one: the problem, and why no answer from the dais can make it go away.

1. The City nets zero dollars from the sale.

Why it cannot be explained away: The Term Sheet's own sections send the whole price into escrow and spend it on the buyer's course. There is no version of this where money reaches the general fund.

Where to look: Term Sheet Sections 3(a), 5(b)

2. Council was told the State repayment is $178,000. The recorded lien allows up to $3,920,120.

Why it cannot be explained away: The lien is recorded at the courthouse. Either a recorded release exists, and staff can cite it, or the fiscal numbers before Council are wrong by millions. There is no third answer.

Where to look: Recorded Memorandum of Lien, Jan. 18, 2012; Agenda Item, July 7, 2026

3. A recorded, permanent Navy easement bans homes on two of the parcels and requires Navy approval for stormwater ponds. It was never disclosed.

Why it cannot be explained away: The easement is recorded, stamped, and permanent. It must be copied into the deed. Its absence from every public document is a fact, not an opinion.

Where to look: Grant of Easement EI-11534, recorded Sept. 21, 2012

4. A recorded 40-year lease on the course runs to October 7, 2037. The packet names the lease but hides the length.

Why it cannot be explained away: The Term Sheet lists the 1997 lease as something to terminate later, with an Authority vote still to come. It never tells Council the lease runs forty years to 2037 or what ending it costs. And the same Term Sheet gives the lease two different dates, October 7 in its introduction and October 8 in Section 8(f). They named it, listed it, and left out the only term that matters.

Where to look: Memorandum of Ground Lease, Deed Book 3799 at 626; Term Sheet intro, Sections 8(f)(ii), 11(e)(iii)

5. The deal was built in private for 18 months, under a secrecy agreement signed without a Council vote, that shut out the City's own oversight bodies.

Why it cannot be explained away: The dates and the NDA's own words come from the City's FOIA records and the signed agreement. They are not in dispute.

Where to look: Executed NDA, Aug. 7, 2024, Section 2(c); City FOIA production

6. The new homeowners' property taxes repay the developer's cost overruns before reaching the general fund.

Why it cannot be explained away: That is what Section 10(a) says, in a section that begins “Notwithstanding any other provision of this Agreement.” The words are the mechanism.

Where to look: Term Sheet Section 10(a)

7. The “affordable” price fails the City's own 2007 affordability test across nearly the entire income range the deal targets, clearing it only in a two-point sliver at the very top edge.

Why it cannot be explained away: It is arithmetic, using only the City's own AMI chart, the City's own tax rate, the City's own price, and the City's own 2007 code. Arithmetic does not negotiate.

Where to look: CZO Article 21, Sec. 2102(a); FY2026 HUD chart; City fiscal model; Freddie Mac PMMS

8. Nothing stops the buyer from flipping the whole deal, especially the moment rezoning passes and before a single home is built.

Why it cannot be explained away: There is no anti-flip clause. The buy-back excludes the home sites. The only promises that follow land into a resale are recorded ones, and none of the housing promises is recorded.

Where to look: Term Sheet Sections 3(b), 3(c), 9

9. Council is voting before a federal judge rules on a pending motion to freeze the transfer, when waiting costs the City nothing.

Why it cannot be explained away: The motion targets the deed, not the vote. Council can vote any time. Only the rush to close needs explaining, and no one has explained it.

Where to look: Motion for Preliminary Injunction, ECF No. 19, Aug. 7, 2026

10. Council never reviewed all nine proposals, and the City Attorney said so in public.

Why it cannot be explained away: An admission before roughly 25 witnesses cannot be walked back. The body selling the land never compared the offers for it.

Where to look: First-person witnessed exchange, District 2 town hall, July 2026

11. The 2027 rezoning is pre-decided by contract tonight, a year before its first public hearing.

Why it cannot be explained away: The Term Sheet makes the City the applicant's contract partner, promises not to impair her interest, and ties the deal's survival to the rezoning passing. The future hearing cannot be neutral, because tonight's contract already picked its outcome.

Where to look: Term Sheet Sections 3(c), 8(d), 8(e)

12. Council was told exclusivity was refused, and told anyone could have gotten the same information. The signed paper says otherwise, both times.

Why it cannot be explained away: The signed agreement's own signature clause calls it an “Exclusivity and Mutual Non-Disclosure Agreement,” its printed file name says Exclusivity, and its Sections 2(a) and 2(b) promise the City will fight FOIA release of the information the City Attorney called freely available. Words on paper do not change because of words from a podium.

Where to look: Executed NDA, Aug. 7, 2024; Transcript, July 14, 2026 meeting; City FOIA production

WORDS IN THIS DEAL, IN PLAIN ENGLISH

A SHORT GLOSSARY

Escrow: money held by a neutral party and paid out under written rules. Here, the City holds the buyer's price and pays it back out for her project.

Lien: a recorded claim on land that must be paid when the land is sold. It works like a bank's claim on your house.

Easement: a recorded right someone else holds over land. It follows the land to every new owner, forever if it says so.

NDA: a non-disclosure agreement. A contract to keep information secret.

Supermajority: more than a simple majority. Here, the City Attorney advised that 9 of 11 votes are required to approve this sale.

AMI: area median income. The middle household income for our region, set by HUD every year. 100% AMI for a family of four is $107,700 in FY2026.

DNL: day-night average sound level. How jet noise is measured. At 65 dB DNL and above, new homes are considered incompatible near the base.

Rezoning and entitlement: government approval that changes what can be built on land. The approval alone raises the land's value, before anything is built.

Proffer: a promise a developer records as part of a rezoning. Because it is recorded, it binds every future owner.

Sole source: buying something for the public without competitive bids.

TRO and preliminary injunction: emergency court orders. A TRO is very short-term. A preliminary injunction lasts while the case is decided.

Denied without prejudice: the court said no for now, but the request can be made again. That happened on July 17. The request came back on August 7.

Performance Grant: in this deal, the City paying the developer money each year equal to the property taxes paid at the project.

PART 1. THE MONEY: WHAT THE CITY GIVES UP AND WHAT IT GETS

The City nets zero dollars from the sale. The full $17,940,000 price goes into an escrow account. An escrow is money held by a neutral party and paid out under written rules. Here the rules send the money into fixing up the golf course the buyer will own. Not one dollar reaches the City's general fund, the account that pays for police, fire, schools, and roads.

Source: Draft Term Sheet, Princess Anne Landing, Exhibit A to the ordinance (public hearing July 7, 2026), Sections 3(a) and 5(b)

Public money stacks to about $19.9 million on top of the recycled price. $1.82 million in Development Authority funds. A $4.3 million cap for public roads and utilities. A $3.6 million cap for golf course cost overruns. And a Performance Grant of up to $10.2 million, which grows with inflation.

Source: Draft Term Sheet, Sections 5(a), 7(a), 7(b)(i), 10(a); City Council Agenda Item, July 7, 2026

The caps are not really caps. Section 7(b)(ii) says the Developer pays all costs above the two caps. Then Section 10(a) starts with the words “Notwithstanding any other provision of this Agreement” and pays the Developer back for those same costs through the Performance Grant.

Source: Draft Term Sheet, Sections 7(b)(ii) and 10(a)

The new homeowners pay for the Performance Grant themselves. The grant equals the property taxes paid at the property each year. Because the starting point is set at zero, that means all of the taxes. The 659 households pay taxes from day one. Those taxes go to pay back the Developer's overruns, up to $10.2 million plus inflation, before a dollar reaches the general fund. Meanwhile the City provides police, fire, and schools to the new neighborhood. The $10.2 million equals roughly the first three years of the projected $3.4 million in new taxes. In plain terms: the City hands the developer back the new neighborhood's own tax money for years, while everyone else's taxes cover the services.

Source: Draft Term Sheet, Section 10(a)(i) and (ii)

The seller's family of companies touches every dollar three times. Dragas Management Corporation, a company related to the Developer, is the general contractor. All reimbursable costs include its 10 percent fee. So cost overruns that the public pays back carry a built-in profit for the Developer's own firm. And the reach goes further: the application's own disclosure statement, signed June 10, 2026, lists Dragas Mortgage Company as the financing provider and Dragas Companies Realty as the real estate broker. The builder's fee, the homebuyers' mortgages, and the sales commissions can all flow through the seller's affiliated companies.

Source: Draft Term Sheet, Sections 4(b) and 5(d); Dragas Associates Disclosure Statement filed with the application (signed June 10, 2026, listing affiliated entities)

There is no financing check, and the meter starts before closing. The Term Sheet sells the property “with no financing contingency” (Section 3(a)). That means the City never requires proof that the buyer can actually fund the project. And costs the Developer runs up before closing are reimbursable from the escrow after closing (Section 5(c)). The spending can begin before the deal is even final.

Source: Draft Term Sheet, Sections 3(a) and 5(c)

The City gives up a profitable, growing asset. VB National sent the City record payments in its last two years: $697,840 in 2024 and $729,942 in 2025. That includes $319,448 and $358,724 in rent and profit sharing above taxes. Total sent since 2007: $6,596,371. At 2025 levels, ten years of lost payments is about $5.9 million.

Source: City summary of VBN rent and tax payments, 2007 to 2025

This is not a failing golf course. It is a failed landlord. Under the management deal, the operator handles small repairs. The Development Authority handles big ones, paid from a reserve the operator funds. Operators paid $2,216,058 into that reserve since 2007. The Term Sheet says the Authority now holds only $750,000. The City Auditor found $7.7 million in unmet repairs. The worn-out course is the stated reason to sell. But the wear reflects the Authority's failure to do funded upkeep, not a lack of golfers or money. Where the reserve money went is still unanswered.

Source: City Council Agenda Item, July 7, 2026; Draft Term Sheet, Section 5(a); City summary of VBN payments, 2007 to 2025.

The City never publicly studied the obvious alternative. The Tourism Investment Program (TIP) is funded by hotel, meals, and admissions taxes. TIP built the $68 million Sports Center, paid $6.1 million more in 2024 to buy out its failed operator, and funds sports projects over $25 million. VB National needs $7.7 million, one ninth of the Sports Center alone, and unlike the Sports Center it makes money. No public analysis of a TIP-funded fix that keeps the land, the course, and the revenue exists.

Source: WAVY (Feb. 2023, Mar. 2024, Nov. 2024); 13News Now (2024); City Council Agenda Item, July 7, 2026

The land price is about $51,000 per acre, and the furniture goes free. About $17.94 million for roughly 350 acres in the growing Courthouse corridor. All furniture, fixtures, and equipment go to the Developer at no cost.

Source: Draft Term Sheet, Sections 1 and 3(d)

The promised $18.4 million in "private investment" has no breakdown, no financing, and no bond. The Term Sheet lists categories: clubhouse upgrades, cottages, a putting course, a grand entrance, equipment. No dollar amounts. No lender commitment. No security. Yet the same figure raises the price the City would have to pay to ever buy the course back.

Source: Draft Term Sheet, Sections 2(a) and 9(b)(ii)

The 99-year buy-back option is weaker than it sounds. It only kicks in after public golf stops for more than 24 months. The City must then pay the higher of market value or the "Investment Recovery Amount." The City can only use it if it agrees to run an 18-hole course itself within two years. And the homes and daycare land are excluded from it entirely.

Source: Draft Term Sheet, Section 9

Nothing makes Dragas stay. There is no rule against selling the deal to someone else. After closing, the renovated course and the approved home sites, improved with public money, could be flipped to any buyer. Settlement timing depends on approvals judged necessary "in the Developer's sole and absolute opinion." And the City promises not to do anything that would "impair, encumber, or diminish" the Developer's interest.

Source: Draft Term Sheet, Sections 3(b) and 3(c)

THE FLIP, STEP BY STEP: WHAT STOPS A RESALE OF THE WHOLE DEAL? NOTHING.

1. The Term Sheet has no anti-flip clause and no limit on assignment.
2. The 99-year buy-back covers only the golf course. The home sites and daycare land are excluded from it. Once approved for homes, they can be sold to anyone.
3. Rezoning is the jackpot moment. Today the rules allow almost no homes here: one home per 15 acres inside the ITA. The Term Sheet itself (Section 2(d)) sets the target at up to 18 homes per acre of the unencumbered residential land. That paper approval alone multiplies the land's value, before one shovel of dirt turns.
4. The City is the buyer's contract partner in winning that rezoning, with a target of all

approvals by June 30, 2027.

5. The City has promised in writing not to do anything that would “impair, encumber, or diminish” the Developer's interest.

6. Whether a resale of the deal ever comes back to Council depends on the “material change” switch, held by the City Manager and the City Attorney.

7. The only promises that follow land into a flip are RECORDED ones. The Navy's easement will follow Parcels A and B, because the deed must copy it in. None of the housing promises is recorded. An unrecorded promise dies at the first resale.

In plain terms: a buyer could pay the recycled $17.94 million, win the rezoning with the City's own help, sell the approved land at a big profit, and never build a single townhome. Everything in this deal permits that.

PART 2. THE PAPERS AT THE COURTHOUSE THAT NOBODY MENTIONED

Three documents are recorded at the Circuit Court of Virginia Beach. All three cover the land in this sale. None of them appears in the Term Sheet, the agenda item, or the public presentations. Anyone can read them at the Clerk's office. Here they are, step by step.

The State's lien: Council was told $178,000. The recorded number is up to $3,920,120.

STEP BY STEP

1. In 2011, the City bought the two farm parcels in this sale (Parcels A and B) for $7,840,240.
2. The City did not pay alone. The Commonwealth of Virginia paid half: $3,920,120. The money came from a fund created to protect Oceana after the 2005 base-closure scare.
3. The State's money came with a string. If the City ever sells this land, the City pays the State back: half the sales price, or half the purchase price, whichever is less. The cap is $3,920,120.
4. The State did not take the City's word for it. It recorded a lien at the courthouse on January 18, 2012. A lien works like a bank's claim on your house. It is on paper. It is enforceable. It does not go away because someone forgot it.
5. The City's July 7 agenda item told Council the repayment would be about $178,000.
6. Those two numbers cannot both be right. The gap is up to $3.74 million.
7. Remember: the City nets zero from this sale. So any payment to the State comes from the general fund. Your taxes. On top of the $19.9 million already in the deal.

The question that forces an answer: Has anyone on Council, or the City Attorney, read the recorded lien? If the number really is $178,000, show the recorded release and its recording reference. If nobody can, then the vote is happening on wrong numbers. [If the City produces a recorded release or amendment, this section should be updated.]

Source: Reimbursement Agreement and Memorandum of Lien, recorded Jan. 18, 2012, Clerk of the Circuit Court of Virginia Beach; deed of Aug. 16, 2011, Instrument No. 20110823000866970 ($7,840,240 price); filed as exhibits to ECF No. 19-2, Case No. 2:26-cv-00738 (E.D. Va.); City Council Agenda Item, July 7, 2026 ($178,000 figure)

The Navy's easement: the City sold a permanent promise on this exact land.

STEP BY STEP

1. In September 2012, the City sold the United States a recorded, permanent easement over 516 acres. It expressly covers Parcels A and B in this deal. The Navy paid for it under its base-protection program.
2. Permanent means forever. The promise runs with the land. Whoever buys the land, the promise sticks.
3. The recorded words: “Residential and Related Use. The Property may not be used for residential use, including but not limited to nursing homes and temporary accommodations such as cabins, trailers, RVs, tents, etc.”
4. The same document freezes allowed uses to the 2007 version of the City's own land-use table. In that table, every type of housing is marked N for No.
5. More teeth: no stormwater pond without the Navy's prior written approval. Ninety days of certified-mail notice to the Navy before any new use or construction. And any deed selling

this land must copy these promises into it, including the deed to Dragas.

6. Now read the Term Sheet. It says stormwater design drives the entire course redesign. So the redesign needs the Navy's written permission. No public document says the Navy has been asked, or even notified.

7. The sting: this same Council passed a resolution on July 2, 2024, asking the Navy to bring F-35 jets to Oceana. The easement being ignored tonight is the protection the City sold the Navy to keep Oceana strong.

For accuracy: the housing parcel (GPIN 1494-52-3434) sits outside the easement. The easement does not, by itself, block the homes. But it burdens two of the four parcels being sold, and it puts a federal approval checkpoint directly on the course redesign.

Sources for the easement: Grant of Easement EI-11534, recorded Sept. 21, 2012, easement reference N40085-12-RP-00041, filed as an exhibit to ECF No. 19-2, Case No. 2:26-cv-00738 (E.D. Va.). The Navy's easement-purchase program is confirmed in the Navy's own 2009 release (https://www.globalsecurity.org/military/library/news/2009/06/mil-090612-nns07.htm). The $3,760,000 price stated for this easement appears in Plaintiffs' court filing; confirm it against the instrument's payment clause before quoting it.

Source: Draft Term Sheet, Section 2(a)(i) (stormwater drives the redesign); Virginia Beach City Council resolution of support for F-35 basing, July 2, 2024

The 40-year lease: the golf course is rented out until 2037.

In 1997 the City leased the course to its own Development Authority. The deal names the lease and hides the length. The lease is recorded at the courthouse (Deed Book 3799, page 626). It began October 8, 1997. It runs forty years, ending October 7, 2037. That is eleven more years. To be exact and fair: the Term Sheet does mention this lease. Its introduction cites it, Section 8(f)(ii) lists it as an agreement to terminate or change, and Section 11(e)(iii) says ending it needs a separate Authority vote that has not happened yet. What the Term Sheet never says: that the lease runs forty years to 2037, or what ending it will cost. And the Term Sheet gives the lease two different dates on two different pages, October 7 and October 8. They named the lease, scheduled its funeral, and left out its age.

Source: Memorandum of Ground Lease, Deed Book 3799 at 626, Clerk of the Circuit Court of Virginia Beach (filed as an exhibit to ECF No. 19-2); Term Sheet introduction, Sections 8(f)(ii) and 11(e)(iii)

What this adds up to

NO THIRD OPTION

All three documents sit at the Circuit Court, stamped by the Clerk. Anyone with twenty minutes can read them. They cover land the City itself owns.

The lien's real terms and the federal easement never appeared in the Term Sheet or the agenda item at all. The lease is named there, but its forty-year term and 2037 end date are not.

And now this is verified against the full transcript of the July 14 Council meeting: not one word about the lien, the easement, the lease, the year 2037, or any repayment number, anywhere in the staff presentation, the legal presentation, or the public comment.

So either City staff never checked the courthouse records on the City's own land before asking Council to sell it. Or they checked and did not tell Council.

There is no third option. Both mean the vote is happening on an incomplete record.

Two more things the July 14 transcript shows

Council was told exclusivity was refused. The signed document says Exclusivity three different ways. On July 14, City Attorney Stiles told Council that Dragas asked for negotiation exclusivity "but the city did not agree to that request." To be fair and exact: the inside of the signed agreement has no clause granting exclusive rights, so the statement has a basis. But look at the rest of the paper. The signature section the parties signed calls it an "Exclusivity and Mutual Non-Disclosure Agreement." The file name printed on the document's own pages is "Exclusivity Non-Disclosure Agreement 7-01-2024.docx." The email sending the signed copy was titled "VB/Dragas Non-Compete." And the signature page is stamped "Approved as to Legal Sufficiency, City Attorney's Office": the same office whose leader told Council exclusivity was refused. Titles aside, look at what actually happened: one company got the City's private document pipeline for seventeen months while no competitor knew a process existed. That is exclusivity in practice, whatever the paper is called.

Source: Executed NDA, Aug. 7, 2024 (signature clause, file path, and legal sufficiency stamp); Transcript of the July 14, 2026 Council meeting; City FOIA production

The "anyone could have gotten the same information" claim fails twice. Stiles also told Council that "any party interested in acquiring the golf course could have sought and obtained the exact same information that was provided to the Dragas company." Two facts stand against that. First, the signed NDA's own Sections 2(a) and 2(b) commit the City, in advance, to fight the release of Dragas's information under Virginia's Freedom of Information Act. The City signed a promise to resist the very disclosure its attorney called freely available. Second, you can only ask for what you know exists. Nothing in the RFP told the nine respondents that a complete due-diligence file, with leases, the stormwater study, five years of financials, and wetlands records, had been handed to one bidder fourteen months earlier. An equal right to ask is not equal knowledge of what to ask for.

Source: Executed NDA, Aug. 7, 2024, Sections 2(a) and 2(b); Transcript of the July 14, 2026 Council meeting; RFP #ED-25-04; City FOIA production (Aug. 27, 2024 Document List)

Dragas promised Council 16.5 acres of new lakes. The Navy easement requires federal approval for stormwater ponds. At the same meeting, a Dragas Companies vice president told Council the plan includes "16 and a half acres of new lakes that will address storm water." The recorded Navy easement bans bird-attracting ponds on the easement land except as allowed, and requires the Navy's prior written approval for any stormwater pond. Nobody has said where the new lakes would go, and nobody has said the Navy was asked. The question is simple: where are the 16.5 acres of lakes, and do any sit on the easement land?

Source: Transcript of the July 14, 2026 Council meeting (Dragas public comment); Grant of Easement EI-11534, recorded Sept. 21, 2012

PART 3. HOW THE DEAL WAS MADE: EIGHTEEN MONTHS IN THE DARK

An 18-month private head start. City staff first met privately with Dragas and her attorney on April 22, 2024. The public request for proposals did not come out until October 12, 2025. In between, a private pipeline delivered leases, stormwater studies, building reports, five years of financials, and wetlands and drainage records. Some documents went to Dragas before the Development Authority's own full board saw them.

Source: City FOIA production, April to October 2024 (April 19-23 and May 29, 2024 emails; Aug. 27, 2024 Document List)

A secrecy deal, signed without a Council vote, that walled off the City's own watchdogs. The City Manager signed the agreement on August 7, 2024. Its own signature page calls it an “Exclusivity and Mutual Non-Disclosure Agreement.” A Senior City Attorney emailed the signed copy under the subject line “VB/Dragas Non-Compete.” Section 2(c) commits the City to keep the information from “any member of any appointed committee or commission of the City.” That shut out the Development Authority board. It also shut out the citizens' committee whose charter covers this land. Whether the City Manager had the authority to sign it is still unconfirmed. In plain terms: the people whose job is to check this deal were the exact people the secrecy agreement locked out.

Source: Executed NDA, Aug. 7, 2024; City FOIA production [FOIA F022004-071726 pending on signing authority]

The buildable footprint was drawn in private the day after the secrecy deal. On August 8, 2024, staff mapped the “yellow area” outside the jet-noise overlay, about 42 acres. That is the part of the property where homes are possible, and the part that later became the 659 units.

Source: City FOIA production (Aug. 8, 2024 email)

The parcel shuffle: five, then two, then four. The secrecy deal's own map showed five parcels in August 2024. The public RFP offered only two. The final deal conveys four, including about 110 acres of farm parcels no competitor could bid on. Nine companies responded to the RFP. Only Dragas's proposal reached beyond the RFP's boundaries to adjacent City land. Eight competitors priced a two-parcel offer. The party who helped draw the map in private got a four-parcel deal. In plain terms: eight companies bid on a different, smaller offer than the one that was actually sold.

Source: NDA Exhibit A; RFP #ED-25-04; Draft Term Sheet, Section 1; review of respondent proposals via public document library

Three Council members took the developer's pitch in private, sized to dodge the open-meeting law. In September 2024, Dragas texted three Council members about “an exciting proposal.” Meetings were set up in groups of no more than two. Virginia's open-meeting law kicks in at three members. The Mayor's own reply cited that legal limit. No law was broken. And no member of the public was in the room.

Source: City FOIA production (Sept. 23-27, 2024 text messages); Va. Code 2.2-3701, 2.2-3710

Council never reviewed all nine proposals. Asked directly at a District 2 town hall, in front of about 25 witnesses, whether Council had reviewed all nine proposals for the property, City Attorney Mark Stiles said no.

Source: First-person witnessed exchange, District 2 town hall, July 2026

The citizens' committee with jurisdiction was cut out, then overruled twice. The TA/ITA Citizens Advisory Committee exists to advise on exactly this land. It was never consulted before the deal. It formally recommended denial twice, on January 7 and July 6, 2026. The vote goes forward anyway. Compare: a 10.6-acre Historic Kempsville parcel got citizens' committee input before its RFP even went out.

Source: CAC letters of Jan. 7 and Jul. 6, 2026; July 14, 2026 Council agenda (Historic Kempsville item)

Tonight's public hearing only exists because the first one was defective. The June 28, 2026 legal notice got the acreage wrong. State law forced the City to re-advertise and move the vote from July 14 to August 11.

Source: Virginian-Pilot legal notices; Va. Code 15.2-1800, 15.2-1813

While negotiating to sell the farm, the City signed a new lease on it. On March 26, 2026, four months before the vote and deep into the exclusive negotiations, the City signed a new lease on the farm property with Land of Promise Farms Partnership. The Term Sheet now lists that brand-new lease among the agreements that must be partially terminated for the deal to work (Section 8(f)(iv)). Either one City office did not know what the other was doing, or the City signed a lease it knew it would have to break. Both are their own kind of answer.

Source: Draft Term Sheet, Section 8(f)(iv) (Lease Agreement dated March 26, 2026; partial termination contemplated)

The acreage still cannot hold still. The first notice said about 300 acres. The August 11 agenda says about 341.4 acres. The Term Sheet's own internal figures and the recorded plat show about 352.451 acres. Nobody proofread the deal's most basic number against the land records.

Source: Virginian-Pilot legal notice; City Clerk's published Aug. 11, 2026 agenda; recorded plat per Plaintiffs' memorandum, ECF No. 19-1 at 13 [plat figure per court filing; confirm against the recorded plat]

After the vote, Council is mostly out of the loop, by design. A nine-vote supermajority is only needed again if a change to the deal is "material." Who decides what counts as material? The City Manager, after talking with the City Attorney, in their "sole reasonable discretion." The ordinance also lets the City Manager sign the final binding agreement with any other terms "acceptable to the City Manager." So the safeguard only works when the same offices that ran the private process decide it should. That is the whole safeguard. It sits in their hands, not Council's. Even the deal's own list of next steps is soft: Section 11(g) says the parties may rearrange, modify, or reorder the steps as they find necessary or appropriate. In plain terms: after tonight, whether Council ever sees this deal again is decided by two officials who are personally being sued over it, following a sequence the parties can rewrite.

Source: Draft Term Sheet, page 2; Ordinance, paragraphs 2 and 3; City Council Agenda Item (nine-vote requirement)

THE REZONING IS DECIDED BEFORE IT STARTS

1. The 2027 rezoning vote is held hostage by tonight's vote. The Term Sheet ties the deal to winning the rezoning, with termination rights if it fails. So if a future Council says no to the rezoning, the deal likely unwinds, after the City has already sold, after the buyer has run the course and kept its money, and after public funds are committed. A member voting in 2027 will not be judging a land-use application. They will be deciding whether to blow up a closed deal. [Exact termination trigger language to be confirmed against the final agreement.]

2. The staff review is compromised before it is written. The Planning staff who will evaluate the rezoning work for the City Manager. The City Manager's office is contractually committed to "cooperation" with the applicant, holds the material-change switch, and is personally a defendant in the federal case. The Planning Commission will get a "professional staff recommendation" from an office bound by contract to the applicant's success.

3. The contract says two opposite things at once. Section 3(c) promises the City will not "impair, encumber, or diminish" the Developer's interest, then adds a saving sentence: nothing prevents the City from acting "in its municipal capacity as required or authorized by law." But Section 8(e) sets deadlines "for City, with Developer's timely cooperation as applicant, to GRANT all permits, approvals, and other authorizations for all elements of the Project." Keep your discretion in one sentence. Promise your yes, on a schedule, in

another. Which sentence wins is a question for a court.

4. The City sits on every side of the table. At rezoning time the City is likely still the landowner, and also the applicant's contract partner, and also the staff evaluator, and also the final judge. Four roles. One side.

5. The question a court may have to answer. Virginia courts have long held that a city cannot contract away its zoning power. Whether this deal's rezoning obligations cross that line is a question for a court, not for this document. But Council can and should ask the City Attorney to answer it, on the record, before voting.

In plain terms: the rezoning hearing that is supposed to protect the public is being pre-decided tonight, by contract, a year before it happens.

The City becomes the rezoning applicant's business partner before its own review starts. Council is asked to approve the sale before the Planning Commission hears the required rezoning. The Term Sheet then requires the Developer to seek that rezoning with the City's help, as a contract partner. The target is all approvals by June 30, 2027. So the City will be contractually on the applicant's side in the very review it is supposed to judge fairly. The rezoning is pre-decided by contract before its first public hearing.
Source: Draft Term Sheet, Sections 8(d) and 8(e)

The public roads and utilities will be sole-sourced, not competitively bid. The Term Sheet says the parties expect a “sole source” determination under state procurement law for the public roads, turn lanes, utility moves, sidewalks, and sewer lines the public is paying up to $4.3 million for. That public work flows through the Developer's related company, with its 10 percent fee, subject only to “best efforts” to get three bids on big components. In plain terms: public road money, spent without real competitive bidding, through the seller's own family of companies.
Source: Draft Term Sheet, Sections 4(d), 5(d), 6, and 7(a)

The City's golf money stops before the sale even closes. Then the course closes. Once Council approves the Term Sheet, an interim agreement lets the Developer run the course and keep all the money it makes before closing, promising to reinvest an equal amount. The City's rent and profit share, $729,942 in 2025, stops then, not at closing. The course then closes to the public for an expected 15 to 18 months, up to 24.
Source: Draft Term Sheet, Sections 2(a)(v) and 8(e); City summary of VBN payments

The public has never seen a final document. The only published Term Sheet carries a DRAFT watermark and a blank date line reading “June ___, 2026,” confirmed unchanged in the actual August 11, 2026 Council packet. Reports that vote commitments were locked in before the required hearing remain unverified hearsay.
Source: Draft Term Sheet as published, confirmed against the City of Virginia Beach August 11, 2026 Formal Session Agenda packet [vote-count reports remain hearsay, unverified]

The August packet quietly deleted its own history. The July version of the ordinance materials contained background language, including the “unsolicited proposals” framing. The August 11 packet removed background paragraphs and changed the acreage. A cleaned-up record is still a record: the July version is preserved, and the differences are documented. And the deleted words were spoken out loud first: the July 14 staff and legal presentations both used the “unsolicited” framing that the August packet then edited out.
Source: Comparison of July 7 and August 11, 2026 Council packets [side-by-side comparison in campaign files]

Count the strings, then judge the label. The City Attorney has called this a straight land sale. A straight land sale conveys property, collects the price, and ends at closing. This deal has many strings. The City runs an escrow that pays the buyer's own price back into her project through monthly draws. The City adds $1.82 million in Authority funds to that escrow. The City repays up to $4.3 million for roads and up to $3.6 million for overruns. A Performance Grant routes the property's taxes to the Developer for years, up to $10.2 million plus inflation. There is a 99-year buy-back option tied to a golf promise. The City keeps a right to enter and maintain the property during closures. The City takes on a contract duty to help the Developer win rezoning. The public roads are expected to be sole-sourced to the Developer's related company. The City helps fund the subdivision of its own land. And a development plan sets milestones, exit rights, and a staff-controlled switch on what ever comes back to Council. No legal conclusion is offered here. The features come from the document itself. Judge for yourself whether “straight land sale” describes them.

Source: Draft Term Sheet, Sections 1(g), 3, 5, 6, 7, 8, 9, and 10; City Attorney characterization per public statements, July 2026

PART 4. THE LAWSUIT, THE DEFENDANTS, AND THE VOTERS

A federal lawsuit is active. It was never dismissed. The class action complaint was filed July 13, 2026. It brings nineteen counts under federal and state law. Those include the Clean Water Act, civil rights law, and the Bald and Golden Eagle Protection Act. It names the City, the Development Authority, and Dragas. It also names four officials personally: Mayor Dyer, Vice Mayor Wilson, City Manager Duhaney, and City Attorney Stiles.

Source: Class Action Complaint, ECF No. 1, Case No. 2:26-cv-00738-RBS-DEM (E.D. Va., Norfolk Division)

The first emergency motion failed only because the vote moved. On July 17, 2026, Senior Judge Rebecca Beach Smith denied the emergency restraining order WITHOUT PREJUDICE. She gave one reason. The motion targeted the July 14 vote, and that date had passed when the City postponed the vote to fix its own defective notice. The judge decided nothing about the merits. Summonses to all seven defendants issued July 20. Service is under way.

Source: Order of July 17, 2026, ECF No. 10; Summonses, ECF No. 12

A new motion to freeze the sale is waiting for the judge right now. On August 7, 2026, Plaintiffs filed a Motion for Preliminary Injunction with a 30-page brief and exhibits, asking for a hearing at the Court's earliest convenience. The defendants oppose it. Important: this motion does not ask the judge to stop the August 11 vote. Its own words say the relief “operates on the property and the instruments of transfer, whenever a vote may occur.” It asks the judge to freeze any deed or transfer of the five parcels plus one adjacent City parcel. It asks to freeze the 1997 lease and the management agreement. It asks to bar land clearing, including within 660 feet of either bald eagle nest, until a survey and any needed federal permit are in hand. And it asks to halt further land-disturbing development in the Southern Rivers Watershed until the City complies with the Clean Water Act.

Source: Motion for Preliminary Injunction, ECF No. 19; Memorandum, ECF No. 19-1; exhibits, ECF No. 19-2 (all filed Aug. 7, 2026)

So what is the rush? Because the motion targets the deed, not the vote, Council can vote and still convey nothing while the judge decides. A preliminary injunction motion normally gets a written response from the other side and then a hearing, so a ruling takes time. Waiting for it costs the City nothing. Any urgency to close before the Court rules belongs to the deal's promoters, not to the public.

Source: ECF No. 19 (relief operates on the property and the instruments of transfer)

Two of tonight's eleven votes belong to people sued over this deal. Mayor Dyer and Vice Mayor Wilson are sued personally, based on their own part in the private negotiations, including the September 2024 texts. The City Manager and City Attorney, the two offices holding the sole-discretion “materiality” switch described in Part 3, are personal defendants too. To be exact about the law: Virginia's Conflict of Interests Act does not force them to step aside, because being sued is not a “personal interest” as the Act defines it. But the Act's disclosure rules let any member state the matter on the record before voting. Watch who does.

Source: Class Action Complaint, ECF No. 1, paragraphs 21 to 25; Va. Code 2.2-3101, 2.2-3112

What “appearance of impropriety” really means here. That phrase comes from judges' ethics rules. It is not a statute that binds elected officials. Against an elected official it is not a chargeable violation. It is a public-confidence argument. Virginia law leaves one remedy for it: the voters. Council's power is delegated, not owned. The City Charter defines it and bounds it. The Charter also gives Council its own power to investigate (Sections 3.05, 3.06, 3.09, 3.10). Now add up the record. An 18-month private head start. A secrecy deal signed without a Council vote that shut out the City's own committee. Developer pitches sized to stay under the open-meeting law. A parcel map that grew only for the insider. A safeguard switch held by the same offices that ran the private process. Each step alone may be legal. Together, they are exactly what the appearance-of-impropriety standard was written to describe.

Source: Va. Code 2.2-3100 et seq.; Virginia Beach City Charter Sections 3.05, 3.06, 3.09, 3.10; items and sources above

The remedy arrives on schedule. Six of the eleven members of this Council, in Districts 2, 4, 6, 8, 9, and 10, stand for election on November 3, 2026. Five of them face opponents. That is less than three months after this vote.

Source: League of Women Voters of South Hampton Roads, Virginia Beach 10-1 explainer (https://southhamptonroadsva.lwv.org/vab10_1); Ballotpedia, Virginia Beach 2026 elections (https://ballotpedia.org/Virginia_Beach,_Virginia)

PART 5. THE HOUSING PROMISE: TESTED AGAINST THE CITY'S OWN RULES

The City wrote its own definition of "affordable" in 2007. This deal ignores it. Zoning Ordinance Article 21, adopted August 28, 2007, says housing is affordable when no more than about 30 percent of a household's gross income goes to direct housing costs. For buyers, those costs include the mortgage principal and interest, taxes, homeowner's insurance, and mandatory HOA and condo fees. City Code Chapter 16 adds the machinery. Buyer income checks at 80 to 120 percent of area median income (AMI). Discounted prices. City help on the mortgage, backed by a promissory note. An equity-sharing deal that returns profit to the City. And resale controls. The Term Sheet uses none of it. Its word is "attainable," which appears in neither the City Code nor state law.

Source: City Zoning Ordinance, Article 21, Sections 2100-2106 (Ord. No. 2997, 8-28-07; text at https://www.zoneomics.com/code/virginia-beach-VA/chapter_20; official version at library.municode.com); City Code Ch. 16, Art. VIII, Sec. 16-42 et seq. (verbatim excerpt at https://www.cityhealth.org/city/virginia-beach/) [confirm Ch. 16 section numbers against official Municode text before quoting aloud]

The math, using only official numbers

NINE STEPS

1. Income cap: 100% AMI for a 4-person household is $107,700 a year (FY2026 HUD chart, published by the City's own Housing Department). That is $8,975.00 a month.
2. The 30% budget: $8,975.00 x 30% = $2,692.50 a month. Under the City's own rule, that must cover principal, interest, taxes, insurance, and the condo fee.
3. The deal's price: $374,600 for the "attainable" Garden Flats and Terrace units, per the City's own fiscal model.
4. Financing it: 30-year loan at 6.66% (Freddie Mac, 7/30/2026), 5% down, $355,870 borrowed. Principal and interest alone: $2,286.92 a month.
5. Add City property tax: FY2026 rate is $0.97 per $100. On $374,600 that is $302.80 a month.
6. Add insurance and mortgage insurance: homeowner's insurance runs about $75 a month. At 5% down, the loan also requires private mortgage insurance, about $222 a month here, the same lender requirement the City's own fiscal model depends on.
7. Add the condo fee: $300 a month, estimated, since the actual fee has not been disclosed.
8. The total: $2,286.92 plus $302.80 plus $297 plus $300 is $3,187 a month. At 100% AMI, the area median, the budget is $2,692.50, and the unit fails by $494.50 a month. At 80% AMI, the bottom of the City's typical affordable-housing band, the budget is $2,153.75, and it fails by over $1,000 a month.
9. The one place it works: at 120% AMI ($129,240), the actual ceiling of the Term Sheet's own targeting language, the budget is $3,231, and the unit narrowly clears it, by $44 a month. The unit meets the City's own affordability test only in a sliver roughly two percentage points wide, about 118% to 120% AMI, at the very top edge of the range the deal claims to serve. Every household the deal's own language describes as eligible below that fails.

So the deal clears the City's own 2007 affordability test only at the very top edge of the range it claims to serve, a sliver roughly two percentage points wide, and fails everywhere else in that range, including at the area median. That is arithmetic, not opinion. And nothing in the deal requires it to pass even there.

The people the housing is named for cannot buy it, at hire or at five years. At $374,600, a new Virginia Beach police officer, firefighter, or teacher would need 62 to 67 percent of gross pay for housing. At five years on the job, 54 to 61 percent. Take a five-year officer married to a five-year firefighter. Together they earn $136,532. They miss the standard 28 percent lending test, at 5 percent down, by $54 a year. A family at the very top of the target band, $129,240, fails every financing scenario tested.

Source: City fiscal model; City Salary Structure eff. 7/9/2026; VBCPS step scale SY 2026-27; VBPD published figures; Freddie Mac PMMS 7/30/2026 (6.66%) [assumptions documented in the companion affordability handouts]

FHA makes it worse. VA loans barely help, and only veterans. Neither works without approvals nobody promised. FHA mortgage insurance raises the needed income to $137,459. That is worse than a normal loan. A zero-down VA loan lowers it to $134,445. That helps the officer-firefighter couple only if one is a veteran. And both FHA and VA condo loans need the whole project to be approved first. New projects are not approved by default. Nothing in the Term Sheet makes the Developer get approval.

Source: Companion affordability analysis; Draft Term Sheet

All 659 units are condos with undisclosed fees, in formats that make the targets harder. Condo fees for a community with a clubhouse, pool, and fitness center are not disclosed and are left out of every affordability claim. The one- to three-bedroom formats of the targeted units attract one- and two-person households, whose HUD income limits are lower than the advertised four-person number.

Source: Draft Term Sheet, Section 2(d); HUD income-limit methodology [household-size ceilings from standard HUD factors; verify against the FY2026 table]

The affordability promise itself is "best efforts" only. The Developer shall use "best efforts" to target two of four product types to households under 120 percent of AMI. No binding price. No deed restriction. No buyer income check. No stated remedy if prices come in higher. And, per Part 1, no promise that Dragas even remains the owner.

Source: Draft Term Sheet, Section 2(d)

The marketing borrows credibility the promise does not match. The project's public materials point to the developer's Spence Crossing record at 100 percent of AMI. The actual commitment here is the looser 120 percent ceiling.

Source: renewvbnational.com residential materials, captured July 2026

Ten of eleven Council members already saw the gap above. Their own fix still has no content. Mayor Dyer, Vice Mayor Wilson, and Councilmembers Rouse, Schulman, Berlucchi, Cummings, Hutcheson, Remick, Ross-Hammond, and Jackson-Green sponsored the August 6 alternate ordinance, R-2. It says the City Manager cannot close until Dragas commits, before rezoning, to "the percentage of affordable housing units." Their reason is on the face of the City's own code: nothing in the Term Sheet's "best efforts, under 120 percent AMI" language meets the Section 2102(a) definition above, and ten members felt that gap needed a fix. But R-2's own text repeats the same gap it was written to close. No income level. No price. No minimum number of units. No enforcement. The City Manager alone decides whether whatever Dragas offers counts.

Source: Alternate ordinance R-2, August 11, 2026 Council packet, pp. 45-47 (sponsor list, p. 45)

The floor amendment: four terms R-2 must name

NOTHING NEW TO INVENT. IT IS ALL IN THE CITY CODE ALREADY.

1. Income limit: a named AMI band, tested with the City's own Sec. 2102(a) 30% rule at each income level, as Chapter 16 already does citywide. Not an unnamed "percentage."
2. Price formula: a price that passes the City's own test, including taxes, insurance, and the

condo fee. Not $374,600, which eats the whole budget on principal, interest, and tax alone.

3. Minimum unit count: a floor of 360 units (54.6% of the project), the same number Dragas already advertises, written into the ordinance.

4. Enforcement: the machinery the City Code already runs everywhere else. Income certification, board-set pricing, equity sharing, recorded resale controls that bind future owners. Not a City Manager sign-off with no recorded document behind it.

Do not vote no on R-2 for reaching too far. Fix it for not reaching far enough. Every term above already exists in the City's own Code, adopted by this body in 2007 and applied to every workforce housing unit in Virginia Beach except, so far, these.

And the City's own zoning bars its housing program from most of this land. Zoning Ordinance Section 2103 prohibits the Workforce Housing Overlay District, the City's only zoning tool for these units, on any land in a noise zone of 65-70 dB DNL or greater. Three of the four parcels sit in 65-75 DNL zones. So the City's own affordable-housing program could not legally operate on most of this property. That may explain why the deal invented the word “attainable” instead.

Source: CZO Section 2103; City ArcGIS noise-zone overlays (Planning MapServer/26; AICUZ MapServer/0), queried July 2026

The circle closes on the buyers themselves. The Performance Grant is funded by the property taxes of these same buyers. Those taxes go to the Developer's overruns before the general fund. And the project advertises a daycare pad that its own price-targeted neighbors cannot afford to use, because no lending ratio even counts childcare costs.

Source: Draft Term Sheet, Sections 2(e) and 10(a)

PART 6. JETS, NOISE, AND THE NAVY

Three of the four parcels sit inside the jet-noise zones. DNL is the day-night average sound level, the standard measure of jet noise. At 65 dB DNL and above, homes are considered incompatible near the base. Overlays run against the City's own map services confirm GPINs 1494-34-4919, 1494-13-7202, and 1494-03-5237 inside the ITA boundary in 65-70 or 70-75 DNL noise zones. Only the roughly 48-acre housing parcel, 1494-52-3434, falls outside, at the edge of the 65 DNL line.

Source: City of Virginia Beach ArcGIS services (Planning MapServer/26; AICUZ MapServer/0), queried July 2026

The noise maps are two decades old. They come from Hornet-era studies. The adopted noise lines trace to the 1997 noise study for the F/A-18 move to Oceana and the 2003 study for the Super Hornet East Coast environmental review. The Navy's top admiral approved the lines in 1999. The City adopted them through the 2005 regional land-use study and Article 18 of the zoning ordinance (December 20, 2005). They have not been redrawn in over twenty years. Homes approved at the edge of 2003-era lines could wake up inside louder redrawn ones. By then the homes are permanent, and they become political pressure against the base itself.

Source: Navy AICUZ study lineage documentation, Naval Station Norfolk Chambers Field AICUZ Study (cnrma.cnic.navy.mil); City AICUZ page (https://planning.virginiabeach.gov/zoning/air-installation-compatible-use-zone-aicuz)

The redraw is not a maybe. A federal study on basing 70 F-35s at Oceana is running right now, at the City's own invitation. In December 2025 the Navy opened an Environmental Impact Statement on moving seven F/A-18 squadrons to F-35C squadrons at either Oceana or Lemoore, California: 70 jets over about ten years, with construction possibly starting in 2028. That study will produce new noise maps for Oceana. And this Council itself passed a resolution on July 2, 2024 supporting F-35 basing at Oceana. The same Council that invited louder jets is asked to approve 659 homes at the edge of noise lines drawn from 2003-era data, while the federal study that will redraw those lines is under way.

Source: WTKR (https://www.wtkr.com/news/in-the-community/virginia-beach/navy-seeks-community-input-on-basing-f-35-jets-at-oceana); WAVY (https://www.wavy.com/news/military/navy/nas-oceana-may-finally-get-f-35cs-and-could-switch-out-fa-18s/); 13News Now; Rep. Jen Kiggans (https://kiggans.house.gov/posts/kiggans-leads-resolution-to-secure-f-35c-basing-at-nas-oceana); Council resolution, July 2, 2024

The Navy's compliance letter narrows the concern. It does not resolve it. Oceana's Planning Liaison confirmed three things in writing. No part of the site is in an Accident Potential Zone. The Navy relies entirely on the City's adopted overlay and has never asked for project-specific studies. And on that basis, the proposal complies with the zoning ordinance. So Navy compliance means compliance with the existing overlay. The age of that overlay is the problem.

Source: Correspondence from John Lauterbach, Planning Liaison, NAS Oceana and Dam Neck Annex, July 2026

PART 7. WATER, SOIL, AND THE COURSE REDESIGN

The City's own advisory committee found the soils and drainage unfit for this density. The committee's July 6, 2026 denial letter cites ITA soil and drainage suitability among its reasons.

Source: TA/ITA CAC letter, July 6, 2026

The Term Sheet admits stormwater drives the whole redesign. The Course Redesign “will be driven by stormwater design requirements” and includes all stormwater facilities needed to serve the property and the project. The course's lakes and drainage easements serve the surrounding neighborhoods. Redesigning them affects the neighbors. And per Part 2, stormwater ponds on the easement land need the Navy's prior written approval.

Source: Draft Term Sheet, Section 2(a)(i)

The key stormwater study sits behind the secrecy deal. A VHB stormwater study was among the documents delivered to Dragas under the NDA. Whether it was a City-paid public study or Dragas-specific work, and who hired and paid VHB, is not established.

Source: City FOIA production (Aug. 27, 2024 Document List, VHB stormwater study) [provenance unverified; records follow-up identified]

The housing conflicts with the City's own Comprehensive Plan. The committee's July 6 letter found the added density conflicts with four of the six core goals of the City's plan, Imagine VB 2040. It also collides with the pending ITA Master Plan Update: moving golf holes 2 and 3, which the Dragas plan requires, needs land the update marks for other use. Two City projects that contradict each other are moving at the same time.

Source: TA/ITA CAC letter, July 6, 2026

The density is roughly ten times out of scale for the location. About 659 units on roughly 42 to 52 buildable acres is about 13 to 16 units per acre. The Transition Area guideline south of the Green Line is one home per acre. So this is 13 to 16 times that guideline. Inside the ITA, the standard is one home per 15 buildable acres. Against that standard, this is roughly 200 times denser than the rules allow. This is the corridor the City and the Commonwealth spent years and public money protecting from exactly this after the 2005 base-closure scare.

Source: City Comprehensive Plan, Princess Anne Commons and Transition Area chapter; CZO Section 1806; RFP #ED-25-04 zoning section

The deal unwinds a conservation purchase the State paid for. The farm parcels were bought with Commonwealth Oceana and ITA conformity money precisely to prevent development pressure on the base. Selling them for this project reverses that purpose. The City says that requires repaying about $178,000, and the ordinance says the money comes from Capital Project 100282, Oceana and ITA Conformity and Acquisition II. Read that twice: the base-protection fund pays the penalty for un-protecting the base. The recorded lien in Part 2 says the number can be up to $3,920,120.

Source: City Council Agenda Item, July 7, 2026; Reimbursement Agreement and Memorandum of Lien (Part 2)

PART 8. THE PATTERN: SLOPPY WORK, AND WHAT IT TELLS YOU

The errors in this deal hurt citizens. Wrong numbers mean wrong votes. Hidden documents mean hidden costs. Undefined promises mean promises that never have to be kept. But the errors also tell you something, and they hand citizens real openings. Careless work is what secrecy looks like when the people doing it assume nobody will ever check. Here is the list. Each error, and the opening it created.

EACH ERROR, AND THE DOOR IT OPENED

The defective hearing notice (wrong acreage): forced a month's delay, and created the window in which the court motion, the packet comparison, and this document all became possible.

The DRAFT watermark and blank date line, unchanged into August: proof the public has never seen a final document.

The deleted background paragraphs in the August packet: proof someone decided the July version said too much. The July version is preserved.

The acreage that cannot hold still (300, then 341.4, then about 352 on the recorded plat): proof nobody proofread the deal's most basic number.

“Affordable housing units” in R-2 with no definition: Council's open invitation to define it from the floor, using the City's own 2007 code.

The $178,000 figure against a recorded lien capped at $3,920,120: either staff never pulled the courthouse records on the City's own land, or they pulled them and said nothing. The question forces one of those answers.

The undisclosed federal easement and the 2037 ground lease: recorded, stamped, one records search away from anyone who bothered to look.

The NDA clause excluding “any appointed committee or commission”: drafted so broadly it walled off the City's own oversight, and is now part of a federal complaint.

None of this was hidden well. It was hidden carelessly, because they assumed no one would look. Someone looked.

Questions the record should answer before any vote

1. Has anyone read the recorded lien on Parcels A and B? If the repayment is truly $178,000, what is the recording reference of the release?

2. Will the deed to the buyer copy in the terms of federal Easement EI-11534, as the recorded document requires? Has the Navy received its ninety days' certified-mail notice?

3. Has the Navy given, or been asked for, the written approval the easement requires for stormwater ponds, when stormwater drives the entire redesign?

4. What document ends the 1997 ground lease that runs to 2037, and on what terms?

5. Why is Council voting before a federal judge rules on the pending motion to freeze the transfer, when the motion does not even ask to stop the vote, only the deed?

6. Will the members who are personal defendants in the federal case state that on the record before voting, as the Conflict of Interests Act's disclosure rules allow?

What you can do with this

Attend the City Council meeting on Tuesday, August 11, 2026 at City Hall, 2401 Courthouse Drive. Check the City Clerk's posted agenda for the session time, and sign up with the Clerk to speak. Public comment is three minutes per speaker.

If you speak: pick ONE problem from the list of twelve and one part of this guide. Say the numbers slowly. Ask one question from the list above and ask for the answer on the record. Twelve speakers covering twelve different problems is stronger than twelve speakers repeating one.

If you cannot attend: email the Mayor and Council members through the City Clerk's office before the meeting, name the problem number that matters most to you, and ask your district's member to answer its question on the record.

Whatever happens on August 11: six of the eleven members stand for election on November 3, 2026. Keep this guide. Check what was answered and what was not. Vote accordingly.

Every factual claim above is checkable against the cited original, and readers are encouraged to check. Bracketed notes mark items still being verified. Court documents cited by ECF number are from SFF Conservation Initiative, Inc. v. City of Virginia Beach, Case No. 2:26-cv-00738-RBS-DEM (E.D. Va., Norfolk Division). Recorded instruments are at the Clerk's Office of the Circuit Court of the City of Virginia Beach.