



Office of
City Manager

City of Bristol, Virginia

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Public Notice

Called Meeting Notice

There will be a Called Meeting of the Bristol, Virginia City Council on Tuesday, February 19th, at 6:00pm; City Council Chambers, 300 Lee Street, Bristol, Virginia.

The purpose of the meeting is to meet in closed session pursuant to §2.2-3711.A6, Code of Virginia, 1950, as amended, and to consider an amendment to the development agreement with Interstate Development Partners.

Randall C. Eads
City Manager
Bristol, VA

2/15/19



City Council
Kevin Mumpower, Mayor
Kevin Wingard, Vice Mayor
Anthony Farnum, Council
Member
Bill Hartley, Council Member
Neal Osborne, Council Member



BRISTOL, VIRGINIA CITY COUNCIL
300 Lee Street, Bristol, Virginia 24201
February 19, 2019

6:00pm

Call to Order

Moment of Silence

Pledge of Allegiance

CALLED MEETING AGENDA

1. Consider closed session pursuant to §2.2-3711.A6, Code of Virginia, 1950, as amended. Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected (proprietary)
 - a. Motion and Second
 - b. Roll Call
 - 1.1 Certify Closed Session
 - a. Roll Call
2. Consider Approval of First Amendment to Revised and Restated Agreement with Interstate Development Partners.
 - a. Staff Report
 - b. Public Comments
 - c. Council Motion and Second
 - d. Council Discussion
 - e. Roll Call

FIRST AMENDMENT TO
REVISED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT TO REVISED AND RESTATED AGREEMENT (the “**First Amendment**”), is made and entered into effective as of the ____ day of _____, ~~2018~~2019, by and between **THE CITY OF BRISTOL VIRGINIA** (the “**City**”), the **BRISTOL VIRGINIA INDUSTRIAL DEVELOPMENT AUTHORITY** (the “**IDA**”), and **INTERSTATE DEVELOPMENT PARTNERS, LLC**, a Virginia Limited Liability Company (“**Interstate**”), as follows:

RECITALS

A. Whereas, the City, the IDA and Interstate are parties to that certain Agreement dated October 10, 2012, as amended by the Revised and Restated Agreement with an effective date of October 10, 2012 (hereinafter referred to herein as the “**Development Agreement**”), concerning the development of a retail shopping center located in the City of Bristol, Virginia, near Exit 5 on Interstate 81 and commonly referred to as The Falls.

B. Whereas, the parties hereto acknowledge that the method of transferring the Property, which is made subject to a performance deed of trust, repurchasing rights and/or right of first refusal, as required under Article II of the Development Agreement, has rendered it difficult for Interstate (and other prospective purchasers) to obtain construction financing necessary for the development of the Property.

C. Whereas, prospective retail tenants which are acceptable to the City and IDA (but not identified as a Qualified Business on Schedule D to the Development Agreement) have expressed interest in opening retail stores within The Falls.

D. Whereas, the parties hereto have determined it is in the best interest of the City to facilitate the construction financing and development of various parcels of the Property located within The Falls and to ~~approve~~expand the definition of an approved Qualified Business to permit the development of prospective ~~retail~~tenants which have expressed interest in The Falls- (but are not identified as a Qualified Business on Schedule D to the Development Agreement).

E. Accordingly, the parties hereto desire to modify certain terms and conditions of the Development Agreement as set forth below.

NOW THEREFORE, for and in consideration of the mutual agreements and undertakings set forth below, the parties agree as follows:

1. Capitalized Terms and Exhibits. Except as otherwise expressly provided herein, capitalized terms used in this First Amendment shall have the same meanings assigned thereto in the Development Agreement. All Exhibits attached to this First Amendment shall also be deemed attached to the Development Agreement.

2. Definitions. As used herein, Lot 16, Lot 17, Lot 20 and Parcel 226-A-4, shall refer to the specific parcels of real property identified individually as Lot 16, Lot 17, Lot 20 and Parcel 226-A-4 on the plat attached hereto as Exhibit A-1.

3. Exceptions to Performance Deed(s) of Trust. Article II of the Development Agreement is hereby amended to add a new Section 2.13 as follows:

2.13 Exceptions to Performance Deed(s) of Trust. Notwithstanding anything to the contrary contained herein, the provisions of this Article II which require that the Property be transferred subject to a performance deed of trust, repurchasing rights and/or right of first refusal shall not apply to any transfer of Lot 16, Lot 17, Lot 20 and/or Parcel 226-A-4, or any portion thereof.

~~4. Transfer of Tract 16 and Tract 17. Article II of the Development Agreement is hereby amended to add a new Section 2.14 as follows:~~

~~2.14 Transfer of Tract 16 and Tract 17. In the event Interstate (or its assignee) has acquired Lot 20 and Parcel 226 A 4 (or any portion thereof), then Interstate (or its assignee) shall have the right to exercise the Option to purchase Lot 16 and/or Lot 17 without the condition precedent that a Qualified Business be secured for Lot 16 and/or Lot 17 prior to the transfer.~~

~~5. Addition of Qualified Businesses. The Development Agreement is hereby amended to add the following business to Schedule D: Huddle House, Five Guys, Highway 55 Burgers, Shakes and Fries, Marco's Pizza, Pizza Plus, Chicken Salad Chick, Smoothie King, TN Shine Company, Spectrum Telephone, T Mobile, Aspen Dental and Planet Fitness. The foregoing businesses are deemed to be Qualified Businesses.~~

~~Special Approval for Parcel 226 A 4. The Development Agreement is hereby amended to allow a special exception for Parcel 226 A 4, wherein Interstate (or its assignee) shall be allowed to develop a residential apartment complex on part or all of said parcel.~~

~~6.4. Qualified Businesses. The definition of Qualified Business in the Development Agreement is hereby amended to include the following commercial uses, all of which shall be deemed Qualified Businesses expressly approved by the City and IDA: any retail operation (i.e., the sale of goods or services), including without limitation, restaurants, breweries, hotels/motels, entertainment uses (such as amusement parks, bowling alleys, skating rinks, movie theaters, cinemas, live performance theater, amphitheater, stadiums, sports venues/facilities, sports betting, gambling facilities and/or casino operations) and Retail Office. "Retail Office" shall mean an office which provides services directly to consumers, including but not limited to financial institutions, real estate, stock brokerage, title companies, travel and insurance agencies, and medical, dental and legal clinics or offices. Any health spa, fitness center, workout facility or car wash shall also be deemed a Qualified Business. Schedule D attached to the Development Agreement is hereby deleted. Any and all references to Schedule D in the Development Agreement shall hereby refer to the approved commercial uses set forth herein, all of which shall be deemed Qualified Businesses expressly approved by the City and IDA.~~

7.5. Signage. Subject to applicable code, Interstate (or its assignee) shall be permitted to install new pylon sign(s) within Lot 16, Lot 17, Lot 20 and Parcel 226-A-4, or any subdivision thereof.

8.6. Conflicts/Ratification. If there is any conflict between the provisions of the Development Agreement and this First Amendment, the provisions of this First Amendment will control. Except as amended and supplemented by this First Amendment, the Development Agreement is ratified by the parties and remains in full force and effect.

9.7. Authority. Each of the undersigned parties represent and warrant that it has the full capacity, right, power and authority to execute, deliver and perform this First Amendment and that all required actions, consents and approvals therefor have been duly taken and obtained.

10.8. Entire Agreement. This First Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

11.9. Captions; Terminology. The captions set forth herein are for convenience only and are not a part of this First Amendment. The use of the words “and/or” shall mean each of the items listed whether together, in partial combination or alone.

12.10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Facsimile or “pdf” signatures on this Agreement shall be valid the same as originals.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first set forth above by the duly authorized representatives of the undersigned parties.

THE CITY OF BRISTOL VIRGINIA

By: _____

Its: _____

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BRISTOL VIRGINIA

By: _____

Its: _____

INTERSTATE DEVELOPMENT PARTNERS, LLC.

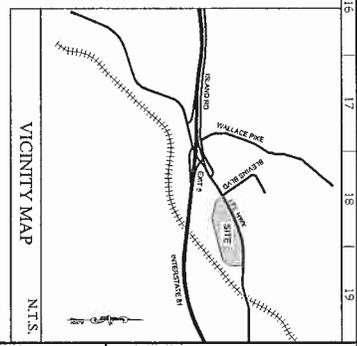
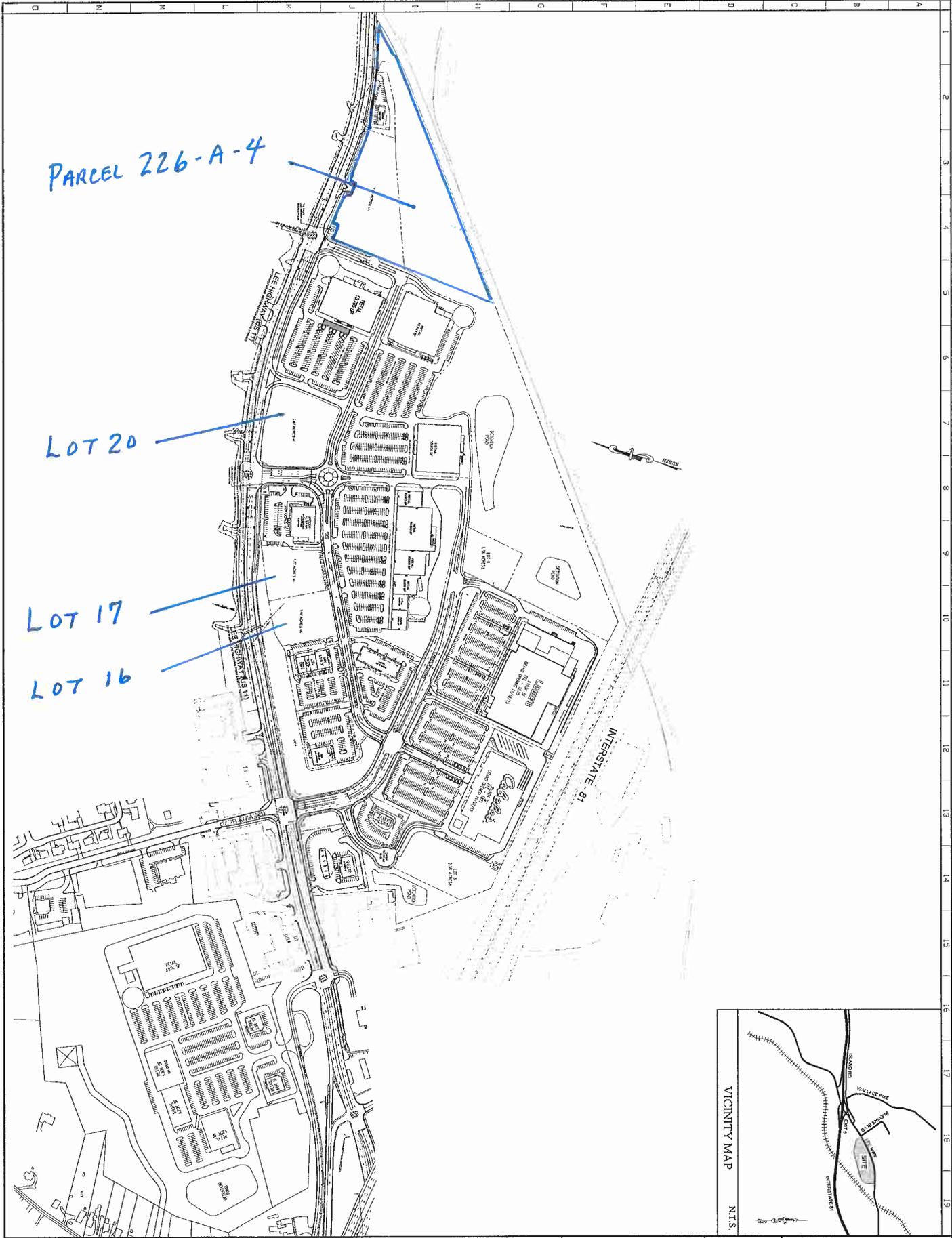
By: _____

J. Michael Nidiffer, Member

EXHIBIT A-1

PLAT OF PARCEL 226-A-4, LOT 20, AND LOT 16 & 17

[ATTACHED]



CSP-44

DRAWN BY	DATE	02/13/17
CHECKED BY	FILE	1877 CSP44
REVISIONS		
NO.	DATE	COMMENTS

Overall Conceptual Site Plan

THE FALLS

BRISTOL, VIRGINIA

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 BRISTOL, VA 24205
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 AUTHORITY OF THE CITY OF
 BRISTOL, VIRGINIA
 30 LEE STREET
 BRISTOL, VA 24205
 CONTACT: BRENT ROWELL
 PHONE: (434) 968-5371

CONCEPTUAL

SITE
 INCORPORATED
 Civil Engineers & Surveyors
 10115 E. Lakeside Drive, Suite 301
 Knoxville, TN 37937
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