

CITY OF TUPELO DEPARTMENT OF DEVELOPMENT SERVICES
APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION UNDER
MISS. CODE ANN. §17-21-5
(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

Property Owner Name: West Park Pavilion, LLC

Owner Mailing Address: 440 N Lamar Blvd, Suite 3, Oxford, MS 38655

Property Address: 3418 W Main St, Tupelo, MS 38801 Parcel Number: 078V-34-021-03

Name of Business: Lost Pizza Co. Type of Business: Restaurant

Total Project Cost: 1,065,364.75 Number of Employees: 30

The following requirements must be met to qualify for the tax exemption program:

- 1) Identify in which District is the property located (*attach map showing location of property*):

Central Business District (except Urban Renewal Project area designated by
Tupelo City Council on December 1, 1998)

Redevelopment District

Business Improvement District

- 2) Attach copy of Certificate of Occupancy

- 3) Identify which one or more of the following objectives applicant contends is met by the new construction, renovation or improvement:

Substantial renovation of, improvement to, or historic preservation of existing structure (*attach statement from architect*)

New building construction

Improvement of design quality above city code requirements (*attach certification by Development Services staff*)

Access management improvement (vehicular or pedestrian connection to adjoining properties) (*attach certification by Development Services staff*)

Energy efficiency improvements (*document according to LEED system*)



Tupelo Regional Airport

WILDWOOD

ACKIA GARDENS

WRIGHT SUBDIVISION

GREEN ACRES WILEMON

Ballard Park

Window World of Tupelo

Tupelo High School

*West Park Pavilion St
3418 W Main St*

Chesterville Rd

Chesterville Rd

Coley Rd

Coley Rd

S Coley Rd

Cliff Gookin Blvd

BISSELL

BisSELL Rd

Jackson St

W Jackson St

W Jackson St

N Thomas St

S Thomas St

S Thomas St

Main St

Lawndale Dr

Lawndale Dr

Natchez Trace Pkwy

Natchez Trace Pkwy

Natchez Trace Pkwy

City of Tupelo

PO Box 1485, Tupelo, MS 38802

Voice (662) 841-6510, Fax (662) 841-6550

E-Mail: permits@tupeloms.gov

**CERTIFICATE OF OCCUPANCY
CERTIFICATE OF COMPLETION**

Occupant: WEST PARK PAVILION

Address: 3418 W MAIN ST SUITE A-C

Applicant Number:

1809858

Parcel: 078V3402103

Owner: Name: 3406 W MAIN ST LLC
c/o JUSTIN DAVIS
Address: 431 W MAIN ST SUITE 108
TUPELO, MS 38804
Email: justin@southernrp.com



Approved Occupancy:

Issued: 06/22/2020 **By:** TR

Expires:

Signature: _____

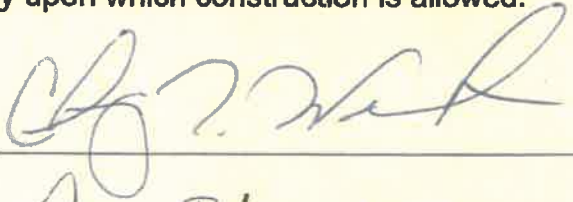
Jenya Richardson

This permit becomes null and void if work or construction authorized is not commenced within six months, or if construction or work is suspended, or abandoned for a period of six months at any time after the work is started. The City of Tupelo Development Code Section 5.11.1 (a) states that "A building permit shall expire one year from the date of issuance. The permit may be renewed prior to expiration at no cost."

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or City law regulating construction or performance of construction nor does it nullify any private covenants, deed restrictions, or other restrictions running with the title to the property upon which construction is allowed.

Date: 6/22/20

Applicant's
Signature:



Date: 6/22/20

Approval:



APPLICATION FOR PAYMENT

Vertical Construction

TO OWNER:
 West Park Pavilion, LLC
 440 N Lamar Blvd, Suite 3
 Oxford, MS 38655

PROJECT:
 West Park Pavilion
 3418 W Main St
 Tupelo, MS 38801

APPLICATION NO: 8
PERIOD TO: 4/10/2020 - 4/17/2020
PROJECT #: WPPav
CONTRACT #: Cap1002
CONTRACT DATE: 11/01/19

Distribution to:
 OWNER
 ARCHITECT
 GENERAL CONTRACTOR
 SUBCONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from Park Lane Construction, LLC, and that current payment shown herein is now due.

Signature:  Date: 5/24/20

1. ORIGINAL CONTRACT SUM \$ 768,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 768,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G) \$ 768,000.00
5. RETAINAGE:
 - a. 0% of Completed Work \$ 0.00
(Column D + E)
 - b. % of Stored Material \$ n/a
(Column F)
Total Retainage (Lines 5a + 5b or Total in Column I) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 768,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 683,200.00
8. CURRENT PAYMENT DUE \$ 84,800.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		
Total approved this Month	\$0.00	\$0.00
TOTALS		

Site Construction

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 WESTPARK PAVILION, LLC
 440 N LAMAR BLVD, SUITE 3
 OXFORD, MS 38655
FROM CONTRACTOR:
 JAMES A HODGES CONSTRUCTION, INC.
 1281 CR 811
 SALTILLO, MS 38866

PROJECT:
 WESTPARK LOT 2
VIA ARCHITECT:

APPLICATION #: 3
PERIOD TO: 03/20/20
PROJECT NOS:
CONTRACT DATE:
Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. ORIGINAL CONTRACT SUM ----- \$ 166,390.65
- 2. Net change by Change Orders ----- \$
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) ----- \$ 166,390.65
- 4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet) ----- \$ 142,510.45
- 5. RETAINAGE:
 - a. of Completed Work ----- \$
 - (Columns D+E on Continuation Sheet)
 - b. of Stored Material ----- \$
 - (Column F on Continuation Sheet)
 - Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) ----- \$ 142,510.45
- 6. TOTAL EARNED LESS RETAINAGE ----- \$
- (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) ----- \$ 107,380.40
- 8. CURRENT PAYMENT DUE ----- \$ 35,130.05
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ----- \$ 23,880.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:
 By: Andy Hays Date: 3/20/20
 State of: MS
 County of: Lee

Subscribed and sworn to before me this 20th day of March, 2020

Notary Public: Jane Raudier
 My Commission expires: Nov 15th, 2022



CERTIFICATE FOR PAYMENT
 In accordance with Contract Documents, based on on-site observations and the data contained in application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 23,880.20
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



ROBINSON CONCRETE CONSTRUCTION, LLC.

111 Roberts Avenue Nettleton, MS 38858



Business 662.397.1203

ESTIMATE, PROPOSAL & CONTRACT

Name: <u>West Park Pavilion</u>	Date:	Cash Price:
Address: <u>3418 W Main St</u>	Phone:	Deposit:
City, State & Zip: <u>Tupelo, MS 38801</u>		Balance:

We hereby submit specifications and estimates for:

\$9,522⁰⁰ - 100% sidewalk
\$8,589⁴⁴ - 827.3 LF @ 12⁰⁰/LF - 2,000⁰⁰ advance pd 3/13/20
\$18,111⁴⁴ - Billed 4/2/2020

Total: \$18,111⁴⁴

NOTE: PAYMENT DUE UPON COMPLETION OF WORK UNLESS PRIOR AGREED UPON ARRANGEMENTS HAVE BEEN MADE.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY ROBINSON CONCRETE CONSTRUCTION, LLC. if not accepted within _____ Days.

All material is guaranteed to be as specified and all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving additional cost will be at additional expense over and above the price mentioned above. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. There are to be no agreements regarding this order other than those mentioned hereon or attached hereto in writing and signed by both parties.

Robinson Concrete Construction, LLC.
I/we agree to pay twenty percent (20%) of the above stated contract price if this order is cancelled after three days from the date below but prior to the manufacture of the products as described above. I/we agree to pay the full contract price, less installation labor, if ROBINSON CONCRETE CONSTRUCTION, LLC. has manufactured the products as described above. Upon completion of installation of job described, I/we will pay ROBINSON CONCRETE CONSTRUCTION, LLC. the balance shown above. Until payment is made, I/we agree that the goods, no matter how attached to real property, shall remain the personal property and shall not be deemed a fixture, that title and right of possession of the goods shall remain in ROBINSON CONCRETE CONSTRUCTION, LLC. that I/we will not sell, remove, or encumber the goods without ROBINSON CONCRETE CONSTRUCTION, LLC.'s written consent. I/we assume all risks of loss or damage to the goods and that upon default of payment ROBINSON CONCRETE CONSTRUCTION, LLC. may at its option, take back the goods or affirm the sale and hold me/us liable for the full unpaid balance. ROBINSON CONCRETE CONSTRUCTION, LLC. is authorized to investigate my/our credit record and report to proper persons and bureaus my/our performance of the agreement.

Sales Representative Signature

Purchaser's Signature

Office Copy

Contract Date



ROBINSON CONCRETE CONSTRUCTION, LLC.



111 Roberts Avenue Nettleton, MS 38858

Business 662.397.1203

ESTIMATE, PROPOSAL & CONTRACT

Name: West Park Pavilion	Date: 4/15/20	Cash Price:
Address: 3418 W Main St	Phone:	Deposit:
City, State & Zip: Tupelo MS 38801		Balance:

We hereby submit specifications and estimates for:

- \$2,471⁰⁰ - 6" Concrete Approach
- \$4,818⁰⁰ - 12" Dumpster Pad
- \$2,200⁰⁰ - Catcher Pad + Transformer Pad
- \$120⁰⁰ - Irrigation Steepling
- \$300⁰⁰ - Bollards
- \$7,855³⁰ - 613.7 LF @ 12⁰⁰/LF curb + gutter
- \$17,764³⁰

Total: 17,764³⁰

NOTE: PAYMENT DUE UPON COMPLETION OF WORK UNLESS PRIOR AGREED-UPON ARRANGEMENTS HAVE BEEN MADE.

Days.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY ROBINSON CONCRETE CONSTRUCTION, LLC. if not accepted within _____ Days.

All material is guaranteed to be as specified and all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving additional cost will be at additional expense over and above the price mentioned above. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. There are to be no agreements regarding this order other than those mentioned hereon or attached hereto in writing and signed by both parties.

Robinson Concrete Construction, LLC. I/we agree to pay twenty percent (20%) of the above stated contract price if this order is cancelled after three days from the date below but prior to the manufacture of the products as described above. I/we agree to pay the full contract price, less installation labor, if ROBINSON CONCRETE CONSTRUCTION, LLC. has manufactured the products described above. Upon completion of installation of job described, I/we will pay ROBINSON CONCRETE CONSTRUCTION, LLC. the balance show above. Until payment is made we agree that the goods, no matter how attached to real property, shall remain the personal property and shall not be deemed a fixture, that title and right of possession of goods shall remain in ROBINSON CONCRETE CONSTRUCTION, LLC., that I/we will not sell, remove, or encumber the goods without ROBINSON CONCRETE CONSTRUCTION, LLC.'s written consent. I/we assume all risks of loss or damage to the goods and that upon default of payment ROBINSON CONCRETE CONSTRUCTION, LLC. may at its option take back the goods or affirm the sale and hold me/us liable for the full unpaid balance. ROBINSON CONCRETE CONSTRUCTION, LLC. is authorized to investigate my/our record and report to proper persons and bureau my/our performance of the agreement.

Sales Representative Signature

Purchaser's Signature

Contract Date



Gregory Companies LLC

1138 D L Collums Drive
Tupelo, MS 38801
Phone: (662) 844-2331
Fax: (888) 228-0491

Invoice

Invoice Number
224
Invoice Date
5/14/2020

Bill To: West Park Pavilion LLC

Re: West Park Pavilion

West Park Pavilion

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
20-1036			Due Upon Receipt	5/14/2020
Description				Price
Install 4 parking signs and 4 parking bumpers				3,075.00

Subtotal \$ 3,075.00

Total Due \$ 3,075.00

Thank you for your business!

