

CITY OF GROSSE POINTE WOODS REGULAR CITY COUNCIL MEETING AGENDA

Monday, February 07, 2022 at 7:00 PM

Robert E. Novitke Municipal Center - Council Chambers/Municipal Court, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440

1. CALL TO ORDER

- A. Administrative Memo: February 7, 2022
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. RECOGNITION OF COMMISSION MEMBERS
- 5. CONSENT AGENDA
 - A. <u>Appointments</u>
 - 1. Appointment Compensation & Evaluation Committee (Mayoral)
 - a) Angela Colletti Brown (term to expire November 2023)
 - 2. Appointment Planning Commission (Mayoral Appointment w/ concurrence of Council)
 - a) James McNelis (term to expire 12/31/24)
 - 1) Biographical Sketch/Resume

B. Approval of Minutes

1. Rescheduled Council 01/24/22

C. <u>Bids/Proposals/Contracts</u>

- 1. Sump Pump Replacement at Torrey Rd. Pump Station
 - a) Memo 01/26/22 Director of Public Services
 - b) Quote Detroit Pump

D. <u>Claims and Accounts</u>

<u>1.</u> <u>Kitch Drutchas Wagner Valitutti & Sherbrook - Professional Services</u> - Invoice No. 522929 - 01/20/22 - \$1,100.

6. ACCEPTANCE OF AGENDA

7. PUBLIC HEARING

- A. Public Hearing: Someday Brewing 20746 Mack Ave. Anthony Kilimas
 - 1. Memo 01/31/22 Building Official
 - 2. Form LCC-106a (Local Government Approval for On-Premises Tasting Room Permit)
 - 3. Memo 02/03/22 Director of Public Safety

- 4. Email 01/31/22 Deputy Treasurer/Comptroller
- 5. Letter 12/01/21 Anthony Kilimas (Someday Brewing, LLC)
- 6. Form LCC-150 (Manufacturer License & Permit Application)
- 7. Form LCC-105 (Livescan Fingerprint Background Request)
- 8. Form LCC-300 (LARA Credit Card Authorization Form)
- 9. Liquor Liability Quote (Proof of Financial Responsibility)
- 10. Report of Stockholders/Members/Partners
- 11. Articles of Organization
- 12. Operating Agreement
- 13. Lease Agreement
- 14. Permit Set
- 15. Supplemental Documentation
- 16. Map Location Overview
- 17. Affidavit of Property Owners Notified
- 18. GIS Aerial Maps (2)
- 19. Receipt of Public Hearing Payment
- 20. Affidavit of Legal Publication

8. ORDINANCE

- A. <u>Second Reading: Ordinance Amendment Regarding City Administrator Supervision of Clerk,</u> <u>Treasurer, and City Departments</u>
 - 1. Memo 11/30/22 Former City Attorney Anderson
 - 2. Proposed Ordinance
 - 3. Affidavit of Legal Publication

9. NEW BUSINESS/PUBLIC COMMENT

10. ADJOURNMENT

Paul P. Antolin Deputy City Clerk

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT) POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249

*** NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD THE COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST. ***

COUNCIL ADMINISTRATIVE MEMO February 3, 2022

OFFICE OF THE CITY ADMINISTRATOR

Subject: Recommendations for Regular Council Meeting of February 7, 2022

- Item 1 <u>CALL TO ORDER</u> Prerogative of the Mayor to call this meeting to order.
- Item 2 <u>ROLL CALL</u> Prerogative of the Mayor to request a Roll Call from the Deputy City Clerk.
- Item 3 <u>PLEDGE OF ALLEGIANCE</u> Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.
- Item 4 <u>RECOGNITION OF COMMISSION MEMBERS</u> Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.
- Item 5 <u>CONSENT AGENDA</u> All items listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.

Prerogative of the City Council to approve all items listed under the consent agenda as presented.

A. Appointments

- Compensation & Evaluation Committee (Mayoral)

 Angela Colletti Brown (term to expire November 2023)
- 2. Planning Commission (Mayoral w/ Council concurrence)
 - b. James McNelis (term to expire 12/31/24)
 - 1) Biographical Sketch/Resume

B. Approval of Minutes

1. Rescheduled City Council 01/24/22

C. Bids/Proposals/Contracts

- 1. Sump Pump Replacement at Torrey Rd. Pump Station
 - a) Memo 01/26/22 Director of Public Services
 - b) Quote Detroit Pump

D. Claims and Accounts

1. <u>Kitch Drutchas Wagner Valitutti & Sherbrook – Professional Services</u> – Invoice No. 522929 – 01/20/22 - \$1,100.00.

Item 6 <u>ACCEPTANCE OF THE AGENDA</u> Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Item 7 PUBLIC HEARING

Item 7A <u>SMALL WINE MAKER, MICROBREWER LICENSE AND ON-PREMISE TASTING</u> <u>ROOM PERMIT: ANTHONY KILIMAS, SOMEDAY BREWING, 20746 MACK AVE.</u> Open the Public Hearing. Receive and place on file all communications pertaining to this request. Hear any comments, first in support of, second in opposition to, the request from the audience. Close the Public Hearing.

According to the Building Official's memo dated January 31, 2022, Anthony Kilimas of Someday Brewing LLC, is proposing to open a Micro-Brewery and Meadery at 20746 Mack Avenue. The property is zoned C – Commercial, and the proposed use is a permitted per Sections 50-370 (2) and 50-370 (7) of the city code. Parking is compliant with Section 50-530 of the code. The proposed hours of operation are limited and will not have an impact on school traffic in the area.

The actual purpose of this request is only concerning the On-Premise Tasting Permit. The action is a recommendation for or against approval by the Michigan Liquor Control. Form LCC-106a is the corresponding document for the action.

I have reviewed both memos of the Building Official and Director of Public safety, and concur with their recommendations.

Prerogative of the City Council as to action taken. If approved, we request that it be contingent on the submittal of written documentation to the Building Department describing the manner and location of brewery waste storage and disposal.

Item 8 ORDINANCE

- Item 8A SECOND READING: AN ORDINANCE TO AMEND CITY OF GROSSE POINTE WOODS CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, TO ADD REGULATIONS PLACING THE CITY CLERK, CITY TREASURER, AND CITY DEPARTMENTS UNDER THE SUPERVISION OF THE CITY ADMINISTRATOR Prerogative of the City Council to approve this proposed ordinance as presented and make it effective 20 days after its enactment.
- Item 9 <u>NEW BUSINESS/PUBLIC COMMENT</u> Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.
- Item 10 <u>ADJOURNMENT</u> Upon the conclusion of public comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight's meeting.

Respectfully submitted,

ank Schult

Frank Schulte City Administrator

CC N Section, Item 2.



CITY OF GROSSE POINTE WOODS 20025 Mack Plaza Grosse Pointe Woods, MI 48236

	RECEIVED
	DEC 2 8 2021
СІТ	Y OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

Building Authority
Community Tree Commission
Downspout Board of Appeals
Historical Commission
Mack Avenue Business Study Committee
Planning Commission
Other:

NAME: James McNelis
ADDRESS:
TELEPHONE: Home: Office:
E-Mail:
OCCUPATION: Architectural Professional
OF YEARS RESIDENT OF GROSSE POINTE WOODS (Minimum 2 yrs. required): 24
PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:
Public Speaking, Construction & Development, Zoning Review & Code Analysis
EDUCATION: Yale University; Grosse Pointe North High School
PROFESSIONAL/SERVICE CLUB AFFILIATIONS: Stucky Vitale Architects
DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: Direct experience with
Zoning Ordinances for many different municipalities including the City of Grosse Pointe Woods.
She C. Julab alma
Signature of sponsor Signature of applicant

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.

Date:

12/22/2021

Revised 11-2021

Return to Clerk's Office

JAMES MCNELIS

Lisa Kay Hathaway City Clerk Grosse Pointe Woods 20025 Mack Plaza, Grosse Pointe Woods, MI 48236

DEAR MAYOR BRYANT,

I would like to be considered for the open position on the City of Grosse Pointe Woods Planning Commission. Having been a resident of Grosse Pointe Woods for most of my life I've enjoyed the benefits of the excellent public schools and amenities available in this city and I would appreciate the opportunity to give back to the community. With nearly five years' experience in construction and development, including several major projects in the City of Grosse Pointe Woods, I feel that I would be able to contribute in a meaningful way to the City of Grosse Pointe Woods Planning Commission.

As an Architectural Professional for Stucky Vitale Architects I have become familiar with the City of Grosse Pointe Woods Zoning Ordinance, as well as the Zoning Ordinances of many different municipalities throughout the State of Michigan. I've had the opportunity to present various projects to the Grosse Pointe Woods Planning Commission on several different occasions with good success. As a member of the Grosse Pointe Woods Planning Commission, I would bring that perspective to the Commission as a person who has been on the other side of the proceedings and has spent over 20 years in the community.

I can be available by phone or email at any time and I look forward to hearing from you.

Respectfully,

James McNelis Enclosure: Resume; Biographical Sketch

JAMES MCNELIS

Architectural Professional born & raised in Grosse Pointe Woods Michigan. Experienced in construction & development and familiar with Grosse Pointe Woods Zoning Ordinance having recently completed several building projects in the City of Grosse Pointe Woods working for Stucky Vitale Architects.

EXPERIENCE

MAY 2017 - DECEMBER 2021

ARCHITECTURAL PROFESSIONAL, STUCKY VITALE ARCHITECTS

Responsible for Construction Documents, Construction Administration, Schematic Design & Design Development, Code Review & Zoning Analysis. Experienced in public speaking having presented various projects to Planning Commissions, Zoning Boards of Approval, and City Councils for six different municipalities in Michigan, including the City of Grosse Pointe Woods.

RECENT PROJECTS:

- GPW CITY HALL RENOVATION: CITY OF GROSSE POINTE WOODS 2019
- CHENE-TROMBLY PARK MASTER PLAN: CITY OF GROSSE POINTE WOODS 2021
- AHEE JEWELERS EXPANSION : CITY OF GROSSE POINTE WOODS 2018
- MACK AVE. RETAIL (VERUS DEVELOPMENT): CITY OF GROSSE POINTE WOODS 2018
- DEPARTMENT OF PUBLIC WORKS MUNICIPAL GARAGE: CITY OF GROSSE POINTE PARK -2021
- OSIUS PARK MASTER PLAN: CITY OF GROSSE POINTE SHORES 2018
- OSIUS PARK ENTRYWAY & GATEHOUSE: CITY OF GROSSE POINTE SHORES 2018
- CITY HALL ADA COMPLIANCE SURVEY: CITY OF GROSSE POINTE SHORES 2018
- VILLAGE MARKET RENOVATION & EXPANSION: CITY OF GROSSE POINTE 2017

EDUCATION

CLASS OF 2016

YALE UNIVERSITY, BACHELOR OF ARTS IN ARCHITECTURE

Completed studio coursework while competing as a Division I Varsity Athlete - In Major GPA: 3.8

CLASS OF 2012

GROSSE POINTE NORTH HIGH SCHOOL GROSSE POINTE PUBLIC SCHOOLS

All American Student Athlete, US Army Scholar Athlete - GPA: 4.2

SKILLS

- Communication & Visual Presentation skills
- Punctual to Meetings & Respectful towards others
- Computer Software including: Autodesk Revit, AutoCAD, Sketchup, Enscape, ReCap, Adobe Photoshop, InDesign, Lightroom

MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JANUARY 24, 2022, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:02 p.m. by Mayor Bryant.

PRESENT:	Mayor Bryant
Council Members:	Brown, Gafa, Granger, Koester, McConaghy, Vaughn
ABSENT:	None
Also Present:	City Administrator Schulte City Attorney Walling Assistant City Administrator Como Deputy City Clerk Antolin Deputy Treasurer/Comptroller Schmidt Director of Public Services Kowalski Director of Public Safety Kosanke

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission member was in attendance:

Michael Fuller, Planning Commission

Motion by Vaughn, seconded by Koester, that all items on the Consent Agenda be approved as presented:

A. Approval of Minutes

- 1. City Council 01/10/22
- 2. Committee-of-the-Whole 01/10/22
- 3. Special City Council 01/11/22
- 4. Beautification Advisory Commission 10/13/21
- 5. Historical Commission 11/11/21

B. Monthly Financial Report

Referred to the Finance Committee.

C. Bids/Proposals/Contracts

- 1. Sewer System Evaluation Strategy/Budget Amendment
 - a. Committee-of-the-Whole Excerpt 01/10/22
 - b. Council Excerpt 11/08/21
 - c. Memo 10/27/21 City Administrator
 - d. Memo 10/27/21 Anderson, Eckstein
- 2. Contract: 2021 Sewer Cleaning & CCTV Modification
 - a. Committee-of-the-Whole Excerpt 01/10/22
 - b. Council Excerpt 11/08/21
 - c. Memo 10/26/21 Director of Public Services
 - d. Letter 10/19/21 Anderson, Eckstein & Westrick, Inc.
- 3. Increase Dispatcher Salaries
 - a. Memo 01/20/22 Director of Public Safety
 - b. Letter of Understanding
 - c. Salary Rates
- 4. Extension of COVID-19 Time Bank for Employees
 - a. Memo 01/18/22 City Administrator
 - b. Committee-of-the-Whole Excerpt 01/10/22

D. Resolution

- 1. Request for Proposals for 2022 CDBG Activities
 - a. Memo 01/18/22 Assistant City Administrator
 - b. 2022 CDBG Program Activities Application-Pointe Area Assisted Transportation Services (PAATS)
 - c. 2022 CDBG Program Activities Application The Helm Life Center
 - d. Proposed Resolution

E. Claims and Accounts

- 1. Anderson, Eckstein & Westrick City Engineer
 - a. 2021-2022 GIS Maintenance –Invoice No. 0134886 01/04/22 \$415.15;
 - b. Vernier Rd. Water Main Replacement Invoice No. 0134944 01/06/22 - \$13,992.00;
 - c. 2020-2021 Water Main Replacement Program Invoice No. 0134946 01/06/22 - \$5,139.06;

- d. 2020 Concrete Pavement Repair Program Invoice No. 0134947 01/06/22 \$1,192;
- e. Sewer Rehabilitation Lining Invoice No. 0134948 01/06/22 \$964.70;
- f. Sewer Rehabilitation Open Cut Invoice No. 0134949 01/06/22 \$864.20;
- g. 2021 Misc. Concrete Repair Invoice No. 0134950 01/06/22 \$371.30;
- h. Risk & Resiliency Invoice No. 0134952 01/06/22 \$3,312.09;
- i. 2021-2022 General Engineering Invoice No. 0134953 01/06/22 \$1,083.14;
- j. DPW Water & Sewer Barn Invoice No. 0135195 01/11/22 \$80.00;
- k. 2021 Sewer Rehab. By FCIPP Invoice No. 0135244 01/13/22 \$4,934.84;
- 1. 2019 Sewer Structure Rehab. Repair Program Final Pay Estimate L. Anthony Construction Inc. 01/10/22 \$10,000.00;
- m. 2021 Water Main Replacement Program (Hollywood, Severn & Christine Ct.) Pay Estimate No. 5 Fontana Construction Inc. 01/10/22 \$123,564.12;
- n. 2021 Concrete Pavement Repair Program Pay Estimate No. 4 L. Anthony Construction Inc. 01/11/22 \$15,059.25.
- 2. <u>Hallahan & Associates Professional Services</u> Invoice No. 19148 December 2021 - \$1,199.35.
- 3. Keller Thoma Labor Attorney
 - a. Invoice No. 121366 01/01/22 \$2,493.75;
 - b. Invoice No. 121445 01/01/22 \$262.50.
- 4. <u>Rosati, Schultz, Joppich & Amtsbuechler, P.C. City Attorney</u> Invoice No. 1076824 – 01/10/22 - \$11,370.54.
- 5. <u>WCA Assessing</u> Invoice No. 01202022 01/20/22 \$6508.50.

Motion carried by the following vote:

Yes: Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn No: None

- INU. INUI
- Absent: None

Motion by Granger, seconded by Koester, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes:	Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No:	None
Absent:	None

Motion by McConaghy, seconded by Granger, regarding **Conditional Waiver of Conflict** (**Woods Wholesale Wine**), that the City Council refer the conditional waiver as presented by former City Attorney Chip Berschback, in his letter dated January 18, 2022, to the first possible Committee-of-the-Whole meeting for further consideration.

Motion carried by the following vote:

Yes:	Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No:	None
Absent:	None

Motion by Gafa seconded by McConaghy, regarding the **Consideration of Live Streaming Games on Field #1 at Ghesquiere Park**, that the City Council approve the Woods/Shores Little League's request to live stream their games on Field #1 at Ghesquiere Park with the compliance of the responsibilities presented in the City Administrator's memo dated January 20, 2022.

Motion carried by the following vote:

Yes:	Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No:	None
Absent:	None

Motion by Granger, seconded by Koester, regarding **Building Department 2021 Annual Report**, that the City Council receive and place on file the Building Department 2021Annual Report.

Motion carried by the following vote:Yes:Brown, Bryant, Gafa, Granger, Koester, McConaghy, VaughnNo:NoneAbsent:None

Motion by Vaughn, seconded by Granger, regarding **First Reading: An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article I, In General, To Add Regulations Placing the City Clerk, City Treasurer, and City Departments Under the Supervision of the City Administrator**, that the City Council amend this ordinance, set a date of February 7, 2022, for a second reading and final adoption, and to authorize the Deputy City Clerk to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

Yes:Brown, Bryant, Gafa, Granger, Koester, McConaghy, VaughnNo:NoneAbsent:None

No one wished to be heard under New Business/Public Comment.

Motion by Granger, seconded by Koester, to adjourn tonight's meeting at 7:20 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin Deputy City Clerk Arthur W. Bryant Mayor

Section, Item 1.

RECEIVED

JAN 27 2022

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

MEMO 22-01

TO: Susan Como, Assistant City Administrator

James Kowalski, Director of Public Services FROM:

DATE: January 26, 2022

SUBJECT: Sump Pump Replacement at Torrey Road Pump Station

Detroit Pump

Kerr Pump & Supply

Kennedy Industries, Inc.

Torrey Road Pump Station has a sump pump that is used for emergencies only that evacuates water accumulated after a pump failure. There is an early detection alarm for water accumulating on the third floor which is approximately 33 feet below the station. Once the water begins to fill up the third floor, this sump pump begins to pump the water upward of 33 feet plus an additional six to eight feet over to one of the pits.

The current sump pump is 17 years old and needs to be replaced. The seals and dynamics have eroded over the years.

The city requested and received the following quotes to replace the sump pump at Torrey Road Pump Station.

\$7,440.21

\$7,712.00

\$10,510.00

Detroit Pump has provided the city with excellent service over the years and has completed other repairs at the Torrey Road Pump Station.

Therefore, I am requesting Council to authorize the replacement of the sump pump at Torrey Road Pump Station from Detroit Pump, 23751 Amber Avenue, Warren, MI 48089 in the amount of \$7,440.21. I further recommend a repair contingency in an amount not to exceed \$2,000.00 for any unforeseen problems should they arise. The total project will not exceed \$9,440.21. This is a budgeted item included in the 2021/2022 fiscal year budget in the Pump Station Contractual Services account no. 592-542-818.000.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

Susan Como, Assistant City Administrator

Fund Certification:

06

Account numbers and amounts have been verified as presented.

27/2022 Steven Schmidt, Deputy Comptroller/Treasurer



23751 Amber Avenue Warren, MI 48089 248-544-4242 www.detroitpump.com

QUOTE

Quotation Date:	01/25/22	Prepared By:	Raymond Lim
Company Name:	City Grosse Point Woods	Account Manager:	Wally Deaton
Contact Name:	Ed Hall	Job Name/Ship To:	N/A
Contact Phone:	313-343-2464	Contact E-Mail:	ehall@gpwmi.us

ltem	Description/Part Number	QTY	Ν	let Each	Т	otal Net
1	XFP 100C-CB1 3/230V 4.7HP 1780RPM Motor With 65' Cable. Also equipped with Portable Stand and 3" Short Radius Flanged Elbow. Supplied with Seal Fail Relay for Moisture leakage and Overtemp.	1	\$	5,955.21	\$	5,955.21
2	Simplex Control Panel with On/Off Switch. Will Contain Seal Fail/Overtemp Relay, Main Power Distribution Blocks, Full Voltage IEC Rated Contactor, Pump Run Light, 120VAC Control Transformer.	1	\$	1,485.00	\$	1,485.00
L	1		Tota	ıl:	\$	7,440.21

Notes & Comments:

Delivery ARO: 3-5 Weeks Shipping Terms: PPA Best Way

Raymond Lím 248 336-5206

Terms of Payment: Net 30 Days (with approved credit) F.O.B.: Shipping Point Freight: Not included (UPS Prepaid & Add, Truck Collect) Subject to Detroit Pump Terms & Conditions Quote valid for 60 Days Taxes: Not Included (Exempt Form Required for Non Tax Sales) Start-Up: Not Included Warranty: Standard Factory

fydro Dynamic y

Section, Item 1.

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION Attorneys and Counselors ONE WOODWARD AVENUE, SUITE 2400 DETROIT, MICHIGAN 48226-5485

IRS # 38-1896224

CITY OF GROSSE POINTE WOODS ATTN: BRUCE J SMITH CITY ADMINISTRATOR 20025 MACK PLAZA GROSSE POINTE WOODS, MI 48236

313-965-7900

JANUARY 20, 2022

FILE # 4297.005841 INVOICE # 522929

REGARDING: AT&T CELL TOWER RENEWAL - 5TH AM

FOR PROFESSIONAL SERVICES RENDERED

- 12/01/21 MJW E-MAIL EXCHANGE WITH AT&T LEGAL COUNSEL AND B&V .70 REP REGARDING BILL OF SALE AND QUIT CLAIM DEED REGARDING TOWER PER 1996 LICENSE AND CURRENT RENEWAL; SAME DISCUSSION REGARDING BOND ISSUE
- 12/01/21 KE PREPARE AND SEND E-MAIL TO M GRACE AND T WELLS .10 WITH COPIES OF PROPOSED BILL OF SALE AND QUITCLAIM DEED
- 12/06/21 MJW REVIEW AND DISCUSS FINALIZING DOCUMENTS WITH 1.00 CITY AND AT&T COUNSEL REGARDING CITY COUNCIL MEETING TONIGHT SEEK APPROVAL OF THE AT&T CELL TOWER LICENSE RENEWAL; CONFIRMING E-MAIL TO AT&T AND CLIENTS
- 12/08/21 MJW FOLLOW UP ON LINGERING ISSUES, QUESTIONS AND 1.00 DOCUMENTS REGARDING AT&T CELL TOWER RENEWAL; E-MAIL DISCUSSIONS WITH CITY AND AT&T REGARDING SAME
- 12/09/21 MJW FURTHER FOLLOW UP ON FINALIZING LICENSE RENEWAL .30 DOCUMENTS
- 12/20/21 MJW FOLLOW UP AGAIN WITH AT&T ATTORNEY REGARDING .30 CASH BOND AND EXECUTED FINALIZED FULL COMPLIMENT OF DOCUMENTS
- 12/22/21 MJW MULTIPLE BACK AND FORTH E-MAILS WITH CLIENTS .30 AND AT&T REGARDING LICENSE RENEWAL EXTENSION -GRANTED TO 1/14/2022

TOTAL HOURLY CHARGES

\$1,100.00

RECEIVED

JAN 25 2021

KITCH DRUT	CHAS WAGNER VALITU A PROFESSIONAL CORPORATION	Section , Item 1.	
313-965-7900	Attorneys and Counselors ONE WOODWARD AVENUE, SUITI DETROIT, MICHIGAN 48226-54	IRS # 38-1896224	
CITY OF GROSSE POINTE WOODS FILE NUMBER: 4297.005841 INVOICE NO.: 522929		Jan 20, 2022	PAGE 2
	RECAP		
TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA KAITLYN ELIAS	300.00 200.00	3.60 0.10	1,080.00 20.00
тој	TALS	3.70	1,100.00
CURRENT AMOUNT DUE TOTAL AMOUNT DUE MA MA	55 1/25/2022 Sten 20 M	-812 000 4CA	\$1,100.00 \$1,100.00

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CITY OF GROSSE POINTE WOODS BUILDING OFFICIAL MEMORDANDUM

DATE: January 31, 2022

TO: Mayor and City Council

FROM: Gene Tutag, Building Official

SUBJECT: 20746 Mack Avenue, Someday Brewing, LLC

I have reviewed the application, supporting documents and correspondence regarding the proposed establishment of a Micro-Brewery and Meadery at 20746 Mack.

The brewing equipment, according to the plans, will be wholly contained inside of the existing building. The interior will also have a small tasting area.

The building has been operating as some type of a commercial use since 1940, most recently as an electronics store and a pharmacy.

The property is currently zoned C - Commercial, and the proposed use is a permitted use per Sections 50-370 (2) and 50-370 (7) of the city code. Parking is also compliant with Section 50-530 of the code.

The proposed hours of operation, as presented in the supplemental documentation are as follows:

Sunday - Closed (production day) Monday - Closed (production day) Tuesday - By Appointment (production day) Wednesday - 5 PM to 9 PM Thursday - By Appointment Friday - 5 PM to 9 PM Saturday - 11 AM to 4 PM

There are no issues or matters of concern from Building Department staff regarding this request. If this request is approved by Mayor and Council, we would request that it be contingent on the submittal of written documentation to the Building Department describing the manner and location of brewery waste storage and disposal.

h III.

DATE: 2-/-22

APPROVED BY:

Frank Schulte City Administrator



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business Section 7, Item A

Request ID:

(For MLCC use only)

Local Government Approval For On-Premises Tasting Room Permit

(Authorized by MCL 436.1536)

Instructions for Applicants:

• You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

• Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

ouncil/board	nte Woods	Grosse Pointe V	meeting of the	At a mee
	city, village)	(township, city, v		(regular or special)
	at	on		called to order by
me)	date)	(date)		the following resolution was offered:
	by	and supported by		Moved by
				that the application from Someday Brewing, I
[,] name)	ility company, please state the comp	rporation or limited liability co	(name of applicant - if a corp	
			M PERMIT	for a NEW ON-PREMISES TASTING ROOM PE
				to be located at: 20746 Mack Ave.
red for	this application be consi			It is the consensus of this body that it
			(recommends/does n	
			Commission.	approval by the Michigan Liquor Control Com
			val are	If disapproved, the reasons for disapproval are
		te	Vote	
			Yeas:	
			Nays:	
			Absent:	
	ed and adopted by the	the resolution offered a	and is a complete copy of th	I hereby certify that the foregoing is true and
hip, city, village)	(to	ting held on	meetir	council/board at a
	(date)			(regular or speci
Date		Signature of Clerk		Print Name of Clerk
	se complete control of the alco	0		nder Article IV, Section 40, of the Constitution of M
power, and duty	mmission shall have the sole rigl	ions. Further, the Commis	of, subject to statutory limitatic	thin this state, including the retail sales thereof, sul
	iding documents to:		this completed form along v Michigan Liguor Con	Please return this o
	18909		Mailing address: P.O. Box 30	Mail
	-	-	ries: Constitution Hall - 525	
	sing, Mi 48906	-		Overnight de
F	mmission shall have the sole rigi the licensure of businesses and nding documents to: 18909 Lansing, MI 48933	ions. Further, the Commis n this state, including the I with any corresponding ontrol Commission 30005, Lansing, MI 4890 5 W. Allegan Street, Lans d River Avenue, Lansing,	of, subject to statutory limitatic in other alcoholic liquor within this completed form along v Michigan Liquor Con Mailing address: P.O. Box 30	ithin this state, including the retail sales thereof, sub ontrol the alcoholic beverage traffic and traffic in oth Please return this o Mail Hand deliveries:



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Subject:	Establishment of Someday Brewing, LLC – 20746 Mack Ave.
From:	John G. Kosanke, Director of Public Safety
To:	Mayor and City Council
Date:	February 03, 2022

I have reviewed the application, supporting documents and correspondence regarding the proposed establishment of a micro-brewery and meadery at 20746 Mack Ave.

The proposed hours of operation, as presented in the supplemental documentation, are as follows:

Sunday:	Closed (production day)
Monday:	Closed (production day)
Tuesday:	By Appointment (production day)
Wednesday:	5:00 pm to 9:00 pm
Thursday:	By Appointment
Friday:	5:00 pm to 9:00 pm
Saturday:	11:00 am to 4:00 pm

The hours are limited and will not have an impact on school traffic in the area. There are no issues or matters of concern from the Public Safety Department regarding this request.

Approved By:

Date: 2-3-22

Frank Schulte City Administrator

From:	Steven Schmidt
То:	Paul Antolin; John Kosanke; Frank Schulte; Susan Como; Shawn Murphy; Gene Tutag; Debra A. Walling
Subject:	RE: Someday Brewing - 20746 Mack Ave - Public Hearing-Liquor License
Date:	Monday, January 31, 2022 11:51:53 AM

Hi Paul,

This location currently is up to date on their Water and Tax Bills.

Thanks,

Steven Schmidt Deputy Treasurer/Comptroller City of Grosse Pointe Woods <u>sschmidt@gpwmi.us</u> 313 343-2431

From: Paul Antolin <pantolin@gpwmi.us>
Sent: Monday, January 31, 2022 10:51 AM
To: John Kosanke <JKosanke@gpwmi.us>; Frank Schulte <fschulte@gpwmi.us>; Susan Como
<SComo@gpwmi.us>; Shawn Murphy <smurphy@gpwmi.us>; Steven Schmidt
<sschmidt@gpwmi.us>; Gene Tutag <GTutag@gpwmi.us>; Debra A. Walling
<dwalling@rsjalaw.com>
Subject: Someday Brewing - 20746 Mack Ave - Public Hearing-Liquor License
Importance: High

Hello All,

The subject is scheduled on the 02/07/22 Council Agenda for a public hearing. I believe Lisa Hathaway has sent you the documentation regarding this matter. If not, let me know and I can email it to you.

I will need recommendation memos from:

- 1. City Administrator
- 2. Building Dept.
- 3. Dept. of Public Safety
- 4. Dept. of Public Works
- 5. Treasurer/Comptroller only if they have delinquencies in taxes/water
- 6. City Attorney (Deb) no memo is required. Please review the information that you have received and let me know which documents are required to present to Council.

If possible, please have your documents to me by Wednesday, if necessary Thursday would be ok.

If you have any questions, please feel free to reach out to me.

Section 7, Item A.

Thank you and take care,

Paul Antolin Deputy City Clerk

City of Grosse Pointe Woods – Clerk's Office 20025 Mack Plaza Dr. Grosse Pointe Woods, MI 48236-2397 Phone: 313-343-2440 Ext. 201 Fax: 313-343-5667 12/1/2021

Hello City of Grosse Pointe Woods City Council,

My name is Anthony Kilimas and I am the owner of Someday Brewing, LLC - which I hope will be the first microbrewery and small winery in Grosse Pointe Woods! I am excited to open my business here, having grown up less than a mile from our away and as a graduate of Grosse Pointe North, the Woods feels like the perfect home for Someday.

Someday Brewing will operate out of 20746 Mack Avenue, where we will produce small batch mead and beer (specializing in lagers, stouts, and IPAs). Initially we will be a production and togo only location, offering mead and beer releases twice a month and with other merchandise available (shirts, hats, etc.) on an ongoing basis. We will not be distributing, so our storefront will be the exclusive place to buy our product. As we grow, we plan to add small tasting room service for onsite consumption during limited hours. We are excited to join the small business community on Mack Avenue and have a few ideas of unique partnerships to develop in the coming years.

I have been homebrewing for over a decade and have helped a few other homebrew friends get started commercially. I always said I would open my own place "someday" and that day has finally come. Our business model is modeled after other successful meaderies and small breweries such as Pips Meadery in Chicago, IL, Schramm's Mead in Ferndale, MI, and Hill Farmstead in Vermont. We have a strong network of supporters behind us and cannot wait to grow our customer base here in the Pointes.

As part of our application to the Michigan Liquor Licensing Commission (MLCC), we are required to receive local government approval. I am requesting the City Council pass a resolution that our MLCC application should be considered for approval. I look forward to sharing more about my business at an upcoming council meeting. Please find attached my application packet.

Thank you for your consideration,

Anthony Kilimas Owner



www.somedaybrewing.com

Application Packet Contents

- Someday Brewing, LLC's MLCC Application for Small Wine Maker, Micro Brewer, and On-Premise Tasting Room Permit, including form LCC 106 (Local Government Approval)
- MLCC Form LC-95 (Proof of Financial Responsibility) Will be assigned when MLCC provides license number
- Report of Stockholders/Members/Partners
- Someday Brewing, LLC Articles of Organization
- Someday Brewing, LLC Multi-member Operating Agreement
- 20746 Mack Ave. Lease Agreement
- 20746 Mack Ave. Permit Set Stamped Sealed
- Someday Brewing Supplemental Documentation
 - LLC Officers Information
 - Statement of no criminal record & no law violations
 - Statement of renovation timeline
 - Statement of proposed hours of operation



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll-Free: 866-813-0011 - <u>www.michigan.gov/lcc</u>

Manufacturer License & Permit Application

Before you begin filling out the attached application, please review this checklist for the forms and documents you will need to submit with your completed application form.

The attached LCC-150 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: https://get.adobe.com/reader/

Completed Manufacturer License & Permit Application (attached)

Livescan Fingerprint Form* (attached)

X Inspection, License, and Permit Fees

Are you transferring stock or membership interest? If yes, use the <u>License Interest Transfer</u> <u>Application (LCC-101).</u>

Corporate Documents (see list below) - Submit for the applicant company, and if the applicant company has multiple levels of ownership structure in which stockholders or members are also companies, submit the applicable documents listed below for any stockholder or member companies to the third level of ownership - for example: applicant company > stockholder/ member (level 1) > stockholder/member (level 2) > stockholder/member (level 3).

— Multi-Tier Organizational Chart - If the applicant company has more than three levels of ownership structure please provide an — organizational chart that shows all the levels of ownership to individual people, including trusts.

🔀 Local Government Authorization (Form LCC-106a) (attached) - For a new On-Premises Tasting Room Permit only

Property document (lease, deed, land contract, etc.)

Purchase agreement - For the transfer of ownership of a license

If applicant is a corporation also include (pursuant to R 436.1109):

If any of the stockholders of the applicant are corporations or limited liability companies, also submit a copy of the documents listed below for those companies (except for the Certificate of Authority to Do Business in Michigan, which is required for the applicant only).

Report of Stockholders/Member/Partners (Form LCC-301)

Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs

Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.

Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or <u>Part 3 of Form LCC-301</u>.

If applicant is a limited liability company also include (pursuant to R 436.1110):

If any of the members of the applicant are corporations or limited liability companies, also submit a copy of the documents listed below for those companies (except for the Certificate of Authority to Do Business in Michigan, which is required for the applicant only).

Report of Stockholders/Member/Partners (Form LCC-301)

Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs

Copy of the operating agreement or bylaws of the applicant company

Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.

Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or Part 3 of Form LCC-301.

Facilities that manufacture alcoholic products in Michigan must be licensed through the Michigan Department of Agriculture and Rural Development (MDARD) in addition to licensure through the MLCC. You may contact MDARD regarding the licensing requirements for the type of establishment for which you are applying by calling, toll-free, 800-292-3939 or visiting <u>www.michigan.gov/mdard</u>.



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID Section 7, Item A

Request ID:

Manufacturer License & Permit Application

(For MLCC Use Only)

For information on manufacturer and wholesaler licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by clicking this link.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Someday Brewing, LLC		
Address to be licensed: 20746 Mack Ave.		
City: Grosse Pointe Woods	Zip Code: 48236	
City/township/village where license will be issued: Grosse Pointe Woods		County: Wayne
Federal Employer Identification Number (FEIN): 85-1458888		
		Leave Blank - MLCC Use Only
1. Are you requesting a new license?	💿 Yes 🛛 🔿	No
2. Are you applying ONLY for a new permit or permission?	⊙Yes ⊖	No
3. Are you buying an existing license?	🔿 Yes 💿	No
4. Are you modifying the size of the licensed premises?	🔿 Yes 💿	No
If Yes, specify: 🔲 Adding Space 📄 Dropping Space 📄 Redefin	ing Licensed Premi	ses
5. Are you transferring the location of an existing license?	⊖Yes ⊙	No
6. Is this license being transferred as the result of a default or court act	tion? 🔿 Yes 💿	No
7. Do you intend to use this license actively?	⊙Yes ⊖	No
Part 2 - License Transfer Information (If Applicable) If transferring ownership of a license ONLY and not transferring the location of a license,	, fill out only the name o	the current licensee(s)
Current licensee(s):		
Current licensed address:		
City:	Zip Code:	
City/township/village where license is issued:		County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

<u>Inspection Fees</u> - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, or a request to increase or decrease the size of the licensed premises. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$210.00	License & Permit Fees:	\$175.00	TOTAL FEES:	\$385.00	25	1
						- 20	4

Schedule A - Licenses, Permits, & Permissions

License Type:	Base Fee:	Fee Code MLCC Use Only	Permits Specific to On-Premises Tasting Room:	Base Fee:	Fee Code MLCC Use Only
Brewer	\$50.00	4038	🔀 On-Premises Tasting Room Permit	\$100.00	4085
🔀 Micro Brewer	\$50.00	4038	Sunday Sales Permit (AM)*	\$160.00	4033
(Under 60,000 barrels annually)	art of Dolivory		🔲 Sunday Sales Permit (PM) **	\$15.00	4032
For delivery vehicle decal fees please use <u>Rep</u> <u>Vehicles form (LCC-351)</u> .	ort of Delivery		Catering Permit	\$100.00	4031
🗌 Wine Maker	\$100.00	4038	Dance Permit	No Charge	
🔀 Small Wine Maker	\$25.00	4038	🔲 Entertainment Permit	No Charge	
(Under 50,000 gallons annually)			Specific Purpose Permit (list activity below):		
Brandy Manufacturer	\$100.00	4038	Days/Hours requested:		
Mixed Spirit Drink Manufacturer	\$100.00	4038	Extended Hours Permit (check type below):	No Charge	
Distiller (Manufacturer of Spirits)	\$1,000.00	4038	○ Dance ○ Entertainment		
Small Distiller	\$100.00	4038	Days/Hours requested:		
(Under 60,000 gallons annually)			Outdoor Service	No Charge	
Consumer Sampling Event License	No charge				
Industrial Manufacturer	\$10.00	4038	*Sunday Sales Permit (AM) allows the sale of li		
Outstate Seller of Beer	\$1,000.00	4038	on Sunday mornings between 7:00am and 12:0 the local unit of government.	u noon, if allo	wea by
Outstate Seller of Wine	\$300.00	4038			
Outstate Seller of Mixed Spirit Drink	\$300.00	4038	**Sunday Sales Permit (PM) allows the sale of a drinks on Sunday afternoons and evenings betw		
🗌 Warehouser	\$50.00	4038	2:00am (Monday morning), if allowed by	the local u	unit of
			government. No Sunday Sales Permit (PM) is re beer and wine on Sunday after 12:00 noon. The		
Permits Specific To	Deee Fee		(PM) fee is 15% of the fee for the license that all	ows the sale o	f spirits
Manufacturer License/Premises :	Base Fee:		or mixed spirit drinks.		
🔀 Beer and Wine Tasting Permit	No Charge				
Living Quarters Permit	No Charge		Inspection, License, Permit, & Permissio	n Fee Calcula	tion
Off-Premises Storage	No Charge				
Direct Connection(s)	No Charge		Number of Licenses: <u>3</u> x \$70.00 Insp	ection ree	
			Total Inspection Fee(s):	\$210.00	_
Licenses, permits, and permissions selection be investigated as part of your requestions and the selection of the selection o			Total License Fee(s):	\$75.00	

be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Make checks payable to State of Michigan

Total Permit Fee(s):

TOTAL FEES DUE:

\$100.00

\$385.00

ina

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Home address:								
City: Saint Clair Shores				State:	МІ	Zip Code: 4808	1	
Business Phone:		Cell Phone:			Email:			
Have you ever been licensed by the Mi ssued by the MLCC? If Yes , please list Ilso write "chain" below. <i>Pursuant to</i> <i>vholesaler or retailer licensee; a wholesal</i>	business ID MCL 436.16	numbers below. 03, a manufactur	If you hold interest in 2 or rer licensee may hold inter	or more lo rest in and	cations under other manufact	the same name, please turer licensee, but not a	⊖ Yes	€ No
Do you hold 10% or more intere	est in the a	applicant enti	ty?				• Yes	⊖ No
f you answered "no" to the first quest ttached instructions for submitting fir our application.								
Part 5b - Personal Information	n (Individ	uals) - Must b	be at least 21 years of	age, pui	rsuant to adi	ministrative rule R 43	6.1105(1)	(a).
Date of Birth:	Social	Security Num	ıber:		Driver's L	icense Number:		
Are you a citizen of the United S	States of A	merica?					Yes	() No
lave you ever legally changed	your nam	e?					⊖Yes	No
f you answered "yes", please list yo	our prior na	ame(s) (includin	ng maiden):					
Spouse's full name (if currently	married):							
Spouse's date of birth:			ls your spouse a c	tizen of	the United	States of America?	⊙ Yes	⊖ No
Do you or your spouse hold any position tates of America, or the penal laws of the fill the second s							⊖ Yes	● No
Does your spouse hold a retaile	r, manufa	cturer, or who	olesaler license issue	d by the	MLCC?		⊖Yes	⊙ No
Have you ever been found guilt ocal ordinance violations? If Y o		, .		-			⊖ Yes	⊙ No
-	City/State	2	Cha	ge		Dis	position	
Date			-		al charge or	any local	⊖ Yes	No
Has your spouse ever been four		ttach additior	nai pages il liceessai					
Has your spouse ever been four ordinance violations? If Yes , list			Chai	ge		Dis	position	
Has your spouse ever been four ordinance violations? If Yes , list	t below (a			ge			position	

LCC-150 (01-20)

Print Name

U Signature

> 27 Page 3 of 4

Date

ion

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

City: State: CA Zip Code: 94061 Business Phone: Cell Phone: Email: Email: Have you ever been licensed by the Michigan Uquor Control Commission (MLCC) or do you currently hold an interest in any other licenses on wholesaler it chains: (Yes) No side by the MICC1 If Yes, plesse list business 10 numbers below. If you hold interest in another manufacturer licensee, but not a wholesaler licensee any not hold interest in another manufacturer licensee, but not a wholesaler licensee any not hold interest in another manufacturer licensee. (Yes) No Do you hold 10% or more interest in the applicant entity? Cyes No Ne (Yes) No Way answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please statached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request your application. Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a). Date of Birth: Social Security Number: Driver's License Number If you answered "yes", please list your prior name(s) (including maiden): Spouse's full name (if currently married): Spouse's date of birth: Is your spouse a citizen of the United States of America? Yes No Oo you ory	Home address:							
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also whice share ricensee a wholesader licensee may not interest in another wholesader incensee, put not a wholesader ricensee, a wholesader licensee may not hold interest in another wholesader another wholesader ricensee. Put not a wholesader ricensee a wholesader licensee may not hold interest in another wholesader another wholesader licensee. Put not a wholesader ricensee a wholesader licensee may not hold interest in another wholesader another wholesader licensee. Put not a wholesader ricensee a wholesader licensee may not hold interest in another wholesader another wholesader licensee. Put not a wholesader licensee a wholesader licensee may not hold interest in another wholesader another wholesader another wholesader licensee. Put not a wholesader licensee a wholesader licensee may not hold interest in a norther wholesader licensee. Put not a wholesader licensee a wholesader licensee may not hold interest in a norther wholesader licensee or a manufacturer or retailer licensee. Put not a wholesader licensee is a wholesader licensee in a whole sader licensee or a manufacturer or retailer licensee. Put not a wholesader licensee is a wholesader license is a wholesader license is a whole wholesader licensee is a wholesader lic	City:			State:	CA	Zip Code: 94061		
issued by the MLCC2 If Yes, please list business ID numbers below. If you hold interest in 2 or more locators under the same name, please also write "chains" below. Prevant to MCL 436 1603, a manufacturer licensee may hold interest in another manufacturer licensee. No an analyse of the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please satached instructions for submitting fingerprints to the MLCC. Vou must submit a copy of the completed and endorsed "Luescan Fingerprint Background Request ovar application. Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a). Date of Birth: Social Security Number: Driver's License Number Are you a citizen of the United States of America? (Yes No No Yes No No If you answered "yes", please list your prior name(s) (including maiden): Spouse's full name (if currently married): Is your spouse a citizen of the United States of America? (Yes No Or you roour spouse hold any position, either by appointment or election, which involves the duty to enforce any penal aw of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of No Or Molesaler license issued by the MLCC? (Yes No Make you ever been found guilty, or pled no contest to a criminal charge or any local context or a criminal charge o	Business Phone:	Cell Phone:			Email:			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please statached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request your application. Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a). Date of Birth: Social Security Number: Are you a citizen of the United States of America? (Yes) No Have you ever legally changed your name? (Yes) No If you answered "yes", please list your prior name(s) (including maiden): Spouse's full name (if currently married): Spouse's date of birth: Is your spouse a citizen of the United State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes No Obey our your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? (Yes) No Date City/State Charge Date City/State Charge Date City/State Charge	issued by the MLCC? If Yes , please list business also write "chain" below. <i>Pursuant to MCL</i> 43	iD numbers below. 6.1603, a manufactu	. If you hold interest in 2 c arer licensee may hold inter	or more lo rest in and	cations under t other manufacto	he same name, please urer licensee, but not a	⊖ Yes	No
titached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request four application. Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a). Date of Birth: Social Security Number: Driver's License Number Are you a citizen of the United States of America? (Yes No -lave you ever legally changed your name? (Yes No -lave you ever legally changed your name) If you answered "yes", please list your prior name(s) (including maiden): Spouse's full name (if currently married): Spouse's date of birth: (Yes On No Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Date City/State Charge Disposition Date City/State Charge Disposition	Do you hold 10% or more interest in t	he applicant ent	ity?				⊖ Yes	No
Date of Birth: Social Security Number: Driver's License Number Are you a citizen of the United States of America? (°Yes) No Have you ever legally changed your name? (°Yes) No If you answered "yes", please list your prior name(s) (including maiden): (°Yes) No Spouse's full name (if currently married): Is your spouse a citizen of the United States of America? (°Yes) No Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes) No Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes) No Date City/State Charge Disposition	attached instructions for submitting fingerprin							
Are you a citizen of the United States of America? Are you a citizen of the United States of America? Are you ever legally changed your name? Yes No Yes No Yes No Yes Yes Yes Yes No Spouse's full name (if currently married): Spouse's date of birth: Spouse's date of birth: Spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes No Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Date City/State Charge Disposition City State No City/State Cit	Part 5b - Personal Information (Indi	viduals) - Must	be at least 21 years of	age, pui	suant to adr	ninistrative rule R 43	6.1105(1)	(a).
Have you ever legally changed your name? (Yes No If you answered "yes", please list your prior name(s) (including maiden): Spouse's full name (if currently married): Spouse's date of birth: Spouse's date of birth: Spouse a citizen of the United States of America? Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local (Yes) No	Date of Birth: So	cial Security Nur	nber:		Driver's L	icense Number		
If you answered "yes", please list your prior name(s) (including maiden): Spouse's full name (if currently married): Spouse's date of birth: Spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United states of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State () Yes () No Doos you rypouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? () Yes () No Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any ocal ordinance violations? If Yes, list below (attach additional pages if necessary): Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local () Yes () No () Yes () Yes () No () Yes () Yes () Yes () No () Yes	Are you a citizen of the United States	of America?					Yes	⊖ No
Spouse's full name (if currently married): Spouse's date of birth: Is your spouse a citizen of the United States of America? Is yes No So you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United tates of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes No So pose your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No So pose your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Does you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any ocal ordinance violations? Yes No Date City/State Charge Disposition Ves No	lave you ever legally changed your n	ame?					⊖Yes	● No
Spouse's date of birth: Is your spouse a citizen of the United States of America? Is your spouse a citizen of the United States of America? Yes No Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes No Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any ocal ordinance violations? Yes No Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local Yes No	If you answered "yes", please list your pric	r name(s) (includi	ng maiden):					
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes No Opes your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any ocal ordinance violations? If Yes , list below (attach additional pages if necessary): Yes No Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local Yes No	Spouse's full name (if currently marrie	d):						
States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State Yes No of Michigan? Ooes your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? Yes No Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any ocal ordinance violations? If Yes, list below (attach additional pages if necessary): Yes No Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local Yes No	Spouse's date of birth:		ls your spouse a ci	tizen of	the United S	States of America?	● Yes	⊖ No
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any ocal ordinance violations? If Yes , list below (attach additional pages if necessary): O Yes No Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local O Yes No	States of America, or the penal laws of the State	,			, .		⊖ Yes	● No
local ordinance violations? If Yes , list below (attach additional pages if necessary): Date City/State Charge Disposition Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local	Does your spouse hold a retailer, man	ufacturer, or wh	olesaler license issue	d by the	MLCC?		⊖Yes	⊙ No
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local					ge or any		⊖ Yes	No
	Date City/S	tate	Char	ge		Disp	oosition	
······································			-		al charge or	any local	⊖ Yes	⊙ No
Date City/State Charge Disposition	Date City/S	tate	Char	ge		Disp	oosition	

Anthony DeRosa	Chit's DA-	12/16/2021
Print Name	Signature	Date

LCC-150 (01-20)

Part 6 - Contact Information

Section 7, Item A.

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of cont	\odot	Phone 🔿 Mail	⊖ Email	○ Fax						
What is your preferred method for rece		⊖ Mail	Email	○ Fax						
Contact name: Anthony Kilimas			Relationship:	Self						
Mailing address:										
City: Saint Clair Shores State: MI					Zip Code: 4808	1				
Phone:	Fax number:			Email:						

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:	Member Number: P-						
Attorney address:							
Phone:	Fax number:	Email:					
Would you prefer that we contact your attorney for all licensing matters related to this application? OYes ONo							
Would you prefer any notices or closing packages be sent directly to your attorney?							

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Anthony Kilimas

10/25/2021

Print Name of Applicant & Title

Signature of Applican

Date

Please return this completed form along with corresponding documents and fees to: Michigan Liquor Control Commission Mailing address: P.O. Box 30005, Lansing, MI 48909 Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906 Fax to: 517-284-8557

Livescan Fingerprint Background Request Instructions for Michigan & Out-of-State Applicants

APPLICANTS THAT LIVE IN MICHIGAN

Applicants for a Michigan liquor license must have their fingerprints a law enforcement agency <u>in Michigan</u> that offers digital fingerprinting or a private Livescan vendor approved by the Michigan State Police. You may access a list of approved vendors on the Michigan State Police website (contains vendors' websites and contact information): <u>http://www.michigan.gov/msp/0,4643,7-123-1878_8311-237662--,00.html.</u>

On the attached Livescan Fingerprint Background Request form, you must use the correct Code (LL), Agency ID Number (1479J), and Agency Name (MI DEPT OF LICENSING AND REGULATORY AFFAIRS - LIQUOR CONTROL) in order for the fingerprint report to be sent to the Michigan Liquor Control Commission. Payment receipts should not be mailed to the office, but kept for your own records.

You must bring the Livescan Fingerprint Background Request form with a driver's license or other state or federal-issued picture identification to your fingerprint appointment. You will also be required to pay a separate fee to the fingerprint agency when registering and/or scheduling your appointment. A copy of the Livescan Fingerprint Background Request form, which is signed by the Livescan Operator and returned to you, must be submitted with your application in order for your request to be investigated.

When your fingerprints are taken, a technician will perform a scan of your fingerprints and submit the data electronically to the Michigan State Police.

APPLICANTS THAT LIVE OUTSIDE OF MICHIGAN

Applicants for a Michigan liquor license that live outside of Michigan must submit fingerprints through one of the private Livescan vendors approved by Michigan State Police that offer fingerprinting for residents that live outside of Michigan. You may access a list of approved vendors that process finger print cards for non-Michigan residents on the Michigan State Police website (contains vendors' websites and contact information): <u>http://www.michigan.gov/msp/0,4643,7-123-1878_8311-237662--,00.html.</u>

The applicant must contact a local law enforcement agency, governmental agency, or private fingerprint agency to perform ink fingerprinting on a FBI fingerprint card (FD-258) or fingerprint cards from any other state or local agency (fingerprint cards must be on card stock). These fingerprint cards must be submitted for processing to one of vendors on the Michigan State Police's list of approved vendors. Contact the vendor directly regarding its process and the fee for submitting the fingerprint cards for processing.

Make a copy of the completed and signed Livescan Fingerprint Background Request form and submit that copy with the license application.

WHAT HAPPENS AFTER FINGERPRINTS ARE SUBMITTED

The law enforcement agency or private vendor will submit your fingerprints to the Michigan State Police for analysis.

If no criminal history is found, the Michigan Liquor Control Commission will be notified.

If criminal history is found, the Michigan State Police will send the record directly to the Michigan Liquor Control Commission for review.

QUESTIONS AND ADDITIONAL INFORMATION

For questions about the Livescan fingerprinting process, call the Michigan State Police at 517-241-0606.

An applicant may request a copy of his or her Criminal History Record Information (CHRI) response and may challenge the accuracy or completeness of any entry on the CHRI. The <u>CHRI Appeal Information & Request Form (LCC-105a)</u> contains information on how to request a copy of a CHRI and for the appeal process for challenging or correcting a CHRI response entry.

Please note: Fingerprints taken for any other agency will not fulfill fingerprint requirements for a liquor license in Michigan.

RI-030 (01/2019) Michigan State Police AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273 COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law. Instructions: See page two.

I. Authorizing		ion						1 Indivi	dual ID (MNU-OA)
1. Fingerprint Rea		2. Requestor/Agency 1479J	MID			latory Affairs - Li			
II. Applicant	Informatio	n: Type or clearly	print answ	ers in all fields	before g	oing to be finger	printed.		
1a. Last Name		in the second second		rst Name			1c. Midd	tle Initial 1	d. Suffix
Kilimas				hony			L		
2 Any Alternative	Names	Names, or Aliases				;	3. Social Sec	curity Number	(Optional)
2. Any Alternative	Marries, Lasi	inames, or Allases							
						7. Driver's Licens	o / State ID	Number	8. Issuing State
4. Place of Birth (State or Cour	ntry) 5. Date of	of Birth 6.	Phone Number		7. Drivers Licens	e / State 10	i i i i i i i i i i i i i i i i i i i	MI
Michigan								14 04-14	12. ZIP Code
Home Addres	is			10. City				11. State	
				St. Clair Shores	;			MI	48081
13. Sex	14. Race		15. Height	16	. Weight	17.	Eye Color	18.	Hair Color
Male									
III. Live Scan	Informati								
	mormati				Transacti	ion Control Numbe	r (TCN)	4. Live Scan	Operator*
1. Date Printed	0.	2. Picture ID Type F	-1.		Iransacu	Ion Control Number			
10-05-	"み()	Dring	Inu	ise					
*When an individ	dual ID is prov	vided, please enter th	ne ID into th	e Miscellaneous	Number (MNU) field on the	Live Scan d	evice. Select	A - Originating
Agency Identifier	and then ent	er the unique identifi	er in the Ide	ntification Code f	iela.			$-\mathcal{V}$	
IV. Privacy A	ct Statem	ent						-	
Authority: Aco	uisition, pre	servation, and exc	hange of	ingerprints and	associa	ted information	by the Fed	eral Bureau	of Investigation
(FBI) is general	Ily authorize	d under 28 U.S.C.	534 Det	ending on the I	nature of	r your application	n, supplem	ental author	nes include
Federal statute	s State stat	tutes nursuant to F	ub L 92-	544. Presidenti	al Execu	itive Orders, and	i tederal re	gulations. P	roviaing your
fingerprints and	associated	l information is vol	untary; ho	wever, failure to	do so n	nay affect compl	etion or ap	proval of yo	ur application.
Principal Purn	ose: Certai	n determinations,	such as er	nolovment, lice	nsing, ar	nd security clear	ances, ma	y be predica	ated on
fingerprint_base	ad backgrou	ind checks. Your 1	fingerprint	and associate	d inform	ation/biometrics	may be pr	ovided to the	e employing,
invoctigating o	r otherwise	responsible agend	v and/or	he FBI for the r	ourpose	of comparing vo	ur fingerpr	ints to other	fingerprints in
the EBI's Nort	Generation	Identification (NGI) system (r its successor	systems	(including civil.	criminal, a	nd latent fin	gerprint
me PDIS Next	other avails	able records of the	emplovin	investigating.	or other	wise responsibl	e agency.	The FBI ma	ay retain your
fepositories) or		l information/biom	etrics in N	GL after the com	noletion	of this applicatio	n and, whi	le retained.	your fingerprints
ingerprints and		red against other f	ingernrint	submitted to o	r retaine	d by NGL			
may continue u	o be compa	processing of this	angliantia		a thorog	ftor as your fina	ororinte ar	d associate	d
Routine Uses:	During the	processing of this	applicatio	tion mou ho di	solosod	nurcuant to your		and may be	disclosed
information/bior	metrics are	retained in NGI, ye	our inform	ation may be of	sciosed	Deutine Lloca	r consent,	and may be	t any time in the
without your co	insent as pe	rmitted by the Priv	acy Act o	1974 and all a	ppilcable	e Routine Uses	as may be	published a	in any time in the
Federal Registe	er, including	the Routine Uses	for the N	GI system and t		Blanket Routin	e Uses. Ro	butine Uses	
not limited to, d	lisclosures t	o: employing, gov	ernmental	or authorized n	ion-gove	ernmental agend	les respor	isible for em	pioyment,
contracting, lice	ensing, secu	irity clearances, a	nd other s	uitability determ	ninations	; local, state, tril	bal, or fede	eral law ento	rcement
agencies; crimi	nal justice a	igencies; and agei	ncies resp	onsible for natio	onal sec	urity or public sa	afety.		
V. Procedure	to Obtain	a Change, Cor	rection,	or Update of	Identif	ication Recor	ds		
If, after reviewir	ng his/her id	lentification record	, the subj	ect thereof belie	eves that	t it is incorrect o	r incomple	te in any res	spect and wishes
changes, corre	ctions, or up	dating of the alleg	ed deficie	ncy; he/she sh	ould ma	ke application d	irectly to th	ne agency w	hich contributed
the questioned	information	. The subject of a	record m	ay also direct h	is/her ch	allenge as to th	e accuracy	y or complet	eness of any
entry on his/her	r record to the	he FBI, Criminal J	ustice Info	rmation Servic	es (CJIS	b) Division, ATTI	N: SCU, M	od. D2, 100	0 Custer Hollow
Road Clarkshu	rg. WV 263	06. The FBI will th	en forwar	d the challenge	to the a	agency which su	bmitted th	e data reque	esting that agency
to verify or corr	ect the chal	lenged entry. Upo	n the rece	ipt of an officia	I commu	inication directly	from the a	agency whic	h contributed the
original informa	tion the FR	I CJIS Division wi	Il make ar	v changes nec	essary i	n accordance w	ith the info	rmation sup	plied by that
agency. (28 CF			a make ar	, onunges neu	soouly i				
•	13 10.34)								
VI. Consent								d to a seco	against
understand th	at my perso	nal information ar	a biometr	c data being s	ubmitted	by Live Scan,	will be use	u to search	ayamst
identification re	cords from	both the Michigan	State Pol	ice (MSP) and	the FBI	for the purpose	listed abov	ve. Thereby	authorize the
release of my p	personal info	ormation for such	ourposes	and release of	any reco	ords found to the	e authorize	ed requesting	g agency listed
above.									
Signature: /	1 -	- 1/1	1				Da	ate:	
	#	14/1	1						
141	1 1 mart	Thele	my	•			1	0/25/2021	
1700	rong	p. a.							
• 1									



Michigan Department of Licensing and Regulatory Affairs Finance and Administrative Services Revenue Services

Credit Card Authorization Form

** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ** ** DO NOT EMAIL OR MAIL THIS FORM **

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

* *IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED**

Name on Card:			Payment Amount:			
Billing Address:			Card Number:			
City: State:	Zip Code:			Check One:		
Phone:			○ MasterCard	⊖ Visa	O Discover	
Email:			Security Code/CVV Code:			
Applicant/Licensee Name:	Request or Bus	iness ID #:	Expiration Date:			
Payment is fo	 r:					
				Signature		
IF YOU ARE NOT SUBMITTING AN APPI CREDIT CARD AUTHORIZATION, YO ITEMIZATION OF THE FEES FOR WHI PAYMENT OR YOUR PAYMENT WILL NOT Credit Card Payment Ite	DU MUST PR CH YOU ARE S BE PROCESSED. emization:	OVIDE AN SUBMITTING	LARA Revenue Services <u>is</u> Commission (MLCC). Rec LARA Revenue Services do by the MLCC. Application Services may take up to	eipt of payment a bes not constitute ons submitted t	and application forms by receipt of an application through LARA Revenue	
Fee Type Inspection Fee(s):	Fee Amount	Fee Code 4036	received by the MLCC aft			
Manufacturer License(s):	4038	For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is				
On-Premises Tasting Room Permit	4085					
Wholesaler License(s):		4085	received and processed by			
Sunday Sales Permit (AM):		4033	L			
Sunday Sales Permit (PM):		4032				
Catering Permit:		4031				



Quote Number QCP0216239

LIQUOR LIABILITY QUOTE

Quote is valid for 30 days (until 12/19/2021)

Named Insured and Mailing Address:

Someday Brewing, LLC

20746 Mack Ave Grosse Pointe Woods, MI 48236

POLICY PERIOD: From 11/22/2021 to 11/22/2022 12:01 Standard Time at your mailing address above.

INSURED TYPE: LLC

THIS QUOTE CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM
\$1,125.00
\$1,125.00

Servicing Agent:

Ronald W Mitzel (AGT0183) 45200 Card Road Suite 120 Macomb, MI 48044 (586) 773-8600

Responsible Agent of Record:

Mitzel Agency, Inc. (0000011) 45200 Card Road Suite 120 Macomb, MI 48044 (586) 773-8600

550 W. Merrill Street • Suite 200 • Birmingham, MI 48009 • 248-559-0840 • Fax 248-559-0870 • underwriting@coniferinsurance.com



Payment Plans:

						Ver 201 (201)
	Plan	Premium	Payments	DownPay%	DownPay	Installment
	DIRECT-BILL-4-PAY-12-180	\$1,125.00	4	25.00%	\$281.25	\$281.25
	25% DOWN PAY, REMAINING PAYMENTS DUE 60, 120, 180	DAYS				ST 575
	DIRECT-BILL-FULL-PAY-12	\$1,125.00	1	100.00%	\$1,125.00	\$0.00
	FULL PREMIUM DUE TO BIND					
	EFT-RECURRING-DIRECT-BILL-2- PAY-12-50	\$1,125.00	2	50.00%	\$562.50	\$562.50
	50% DOWN PAY, REMAINING PAYMENTS DUE 60					\$004 OF
	EFT-RECURRING-DIRECT-BILL-4- PAY-12-210-25	\$1,125.00	4	25.00%	\$281.25	\$281.25
	25% DOWN PAY, REMAINING PAYMENTS DUE 60, 120, 210	DAYS			1005 00	2440 50
	EFT-RECURRING-DIRECT-BILL-9- PAY-12-20	\$1,125.00	9	20.00%	\$225.00	\$112.50
	20% DOWN PAY, REMAINING PAYMENTS DUE OVER NEXT	T 9 MONTHS, B	JEGINNING 30) DAYS FROM E	FFECTIVE DAT	EOF
		\$1,125.00	9	25.00%	\$281.25	\$105.47
	EFT-RECURRING-DIRECT-BILL-9- PAY-12-25					
	25% DOWN PAY, REMAINING PAYMENTS DUE OVER NEXT 9 MONTHS, BEGINNING 30 DAYS FROM EFFECTIVE DATE OF COVERAGE					
\checkmark	DIRECT-BILL-9-PAY-12	\$1,125.00	9	25.00%	\$281.25	
	25% DOWN PAY, REMAINING PAYMENTS DUE OVER NEX COVERAGE					
	An Installment for will be applied to each monthly in	astallment th	ese installm	ent fees will no	ot be included	within the

An Installment fee will be applied to each monthly installment, these installment fees will not be included within the payment amount listed until the invoice or EFT transaction has been created. The down payment includes inspection and policy fees plus taxes.

LIQUOR L

Section 7, Item A.

LIQUOR LIABILITY QUOTE

				100		
Conifer InsuranceMitzel Agency, Inc.550 W. Merrill Street45200 Card RoadSuite 200Suite 120Birmingham, MI 48009Macomb, MI 48044Phone 248-559-0840 / Fax 248-559-0870(586) 773-8600underwriting@coniferinsurance.comValue 100						
Named Insured:						
DBA:						
Mailing Address: 20746 Mack Ave Grosse Pointe Woods, MI 48236						
Policy Period: 11/22/2021 to 11/22/2022						
		LIMITS OF	INSURAN	ICE		
Loc #	Limit Ty	pe		Limit		
	Each Occurr	ence Limit	:	See Below		
	General Agg	egate Lim	it	See Below		
	DE	SCRIPTION	OF BUSIN	IESS		
FORM OF BUSIN	NESS:					
□Individual □Partnership □Corporation ☑LLC				Other		
	ALL PREM	ISES YOU	OWN, REN	IT OR OCCUPY		
Loc # Address Limits						
1	20746 Mack Ave Grosse Pointe Wood Licensee Name: So License Number: BI Administrative Actio	meday Brewi D# 0274813	-1436 ing, LLC	\$100,000/\$100,000		
CLASSIFICATION AND PREMIUM						
Loc #	С	lass Code		c	Code	Premiums
1	5135	50 - Brew Pu	ub	5	1350	\$1,125
						^
				Administrative A		\$0
				Total Prem	nium:	\$1,125



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Section 7, Item A.

Business Request ID:

(For MLCC use only)

Report of Stockholders/Members/Partners

(Authorized by MCL 436.1529(1); R 436.1051 and R 436.1110)

Name and Registered Address of Entity					
Name of entity:	Someday Brewing, LLC				
Address: 20746 Mack Ave.					
City, State, Zip Grosse Pointe Woods, MI 48236					

Corporations - Please complete this section and attach more copies of this page if more room is needed.					
Name and address of all stockholders:	Certificate Numbers:	Shares Issued:	Date Issued/Acquired:		
	-				
Name and address of Corporate Officers and Directors, pursuant to admini	strative rule R 436.110)9:			

Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.						
Name and address of all members:	Percent % Issued:	Date Issued/Acquired				
	90.5%	7/15/20				
	9.5%	12/1/21				
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:						
Anthony Kilimas		-				
		3				



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505 Toll Free (866) 813-0011 • www.michigan.gov/lcc Section 7, Item A.

Business IL Request ID:

(For MLCC use only)

Report of Stockholders/Members/Partners

(Authorized by MCL 436.1529(1); R 436.1051 and R 436.1110)

Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.			
Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:	
	,		
	+		
Name and address of Managers, pursuant to administrative rule R 436.1111:			

Signature of Applicant: I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a

requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or violation of the Liquor Control Code pursuant to MCL 436.2003.

Nov 16, 2021

Date

Anthony Kilimas as Member of Someday Brewing, LLC Print name of applicant/licensee and title

Signature of applicant/licensee



ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

SOMEDAY BREWING, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

brew beer and make mead

Article III

The duration of the limited liability company if other than perpetual is:

ANTHONY KILIMAS

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable): 1. Agent Name:

	ANTHONT KILIMAS		
2. Street Address:			
Apt/Suite/Other:			
City:	SAINT CLAIR SHORES		
State:	MI	Zip Code: 48081	
3. Registered Office Ma	iling Address:		
P.O. Box or Street Address:			
Apt/Suite/Other:	#806097		
City:	SAINT CLAIR SHORES		
State:	MI	Zip Code: 48080	

Signed this 2nd Day of June, 2020 by the organizer(s):

Signature	Title	Title if "Other" was selected
Anthony Kilimas	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act. O Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

SOMEDAY BREWING, LLC

ID Number: 802456947

received by electronic transmission on June 02, 2020 , is hereby endorsed.

Filed on June 11, 2020 , by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of June, 2020.

Linda

Linda Clegg, Interim Director Corporations, Securities & Commercial Licensing Bureau

Section 7, Item A.

OPERATING AGREEMENT

OF

SOMEDAY BREWING LLC

THE INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION AS PROVIDED IN THE SECURITIES ACT OF 1933, AS AMENDED, OR AS PROVIDED IN ANY STATE SECURITIES LAW. WITHOUT REGISTRATION, THE INTERESTS MAY NOT BE TRANSFERRED, EXCEPT UPON DELIVERY TO THE LIMITED LIABILITY COMPANY OF ADVANCE NOTICE OF THE INTENDED TRANSFER AND, IF REQUESTED BY THE MANAGERS, AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGERS THAT NEITHER THE SECURITIES ACT OF 1933, AS AMENDED, NOR STATE SECURITIES LAWS REQUIRE REGISTRATION OF THE TRANSFER AND THAT THE TRANSFER SHALL NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. IN ADDITION, THIS OPERATING AGREEMENT CONTAINS CERTAIN OTHER RESTRICTIONS ON THE TRANSFER OF SUCH INTERESTS.

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS1	l
ARTICLE 2	ORGANIZATION	5
2.1	Organization of the Company.	5
2.1	Name.	
2.2	Principal Office.	
2.3	Term.	
2.4	Purpose.	
2.6	Title to Company Assets.	
2.7	Registered Agent and Registered Office.	
ARTICLE 3	CONTRIBUTIONS	5
3.1	Member Contributions	5
3.2	No Priority	
3.3	No Third Party Beneficiaries	
ARTICLE 4	MANAGEMENT	5
4.1	Management Vested in the Managers and Not in Members.	5
4.2	Management of Company Business.	
4.3	Compensation.	
4.4	No Liability	7
4.5	Indemnification	3
ARTICLE 5	RIGHTS AND DUTIES OF MEMBERS	3
5.1	Representations and Warranties of Members	3
5.2	Approval Rights)
5.3	Admission of Members)
5.4	Transfers10)
5.5	Rights of Assignee11	l
5.6	Distributions to Members Who Have Withdrawn	1
ARTICLE 6	MEETINGS; APPROVALS WITHOUT A MEETING11	Į
ARTICLE 7	INTERESTS AND TRANSFERS OF INTERESTS12	2
7.1	Admission of Assignees as Members12	2
7.2	No Transfers	
7.3	Permitted Transfers12	
7.4	Rights of Assignee13	3
7.5	Voluntary Withdrawal	
7.6	Distributions to Members Who Have Withdrawn	
7.7	Purchase of Member's Interest upon a Defaulting or Disabling Event13	3

7.8	Spouses Subject to this Agreement	
7.9	Right of First Offer.	
7.10	Reorganization Option	
7.11	Drag-Along Rights.	
7.12	Tag-Along Rights.	
7.13	Closing.	
7.14	Waiver.	
7.15	Other Terms of Sale.	
7.16	Membership Agreement.	
7.10		
ARTICLE 8 C	OTHER BUSINESS VENTURES	
ARTICLE 9 A	ACCOUNTING, RECORDS, TAX MATTERS	18
9.1	Accounting.	
9.2	Capital Accounts	
9.3	Books and Records.	
9.4	Accounts and Investments	
9.5	Data Storage.	
9.6	Tax Reports.	
9.0 9.7	Tax Matters Partner.	
9.8	Election of Basis Adjustment.	
9.9	Organizational Expenses.	
9.9 9.10	Fiscal and Taxable Year.	
9.10		
ARTICLE 10	DISTRIBUTION AND ALLOCATION RULES	21
10.1	Cash Available for Distribution.	21
10.1	Cash From a Capital Event	
10.2	Allocations of Income, Gain, and Profit.	
10.5	Allocations of Loss and Deduction.	
10.4	Section 704(c) and Reverse Section 704(c) Tax Allocations	
10.5	Tax Regulation Allocations.	
10.0	Curative Allocations.	
10.7		
	Change of Interest.	
10.9	Amounts Withheld.	
10.10	Distribution to Pay Taxes.	
ARTICLE 11	DISSOLUTION, LIQUIDATION AND WINDING UP	24
11.1		24
11.1	Dissolution.	
11.2	Liquidation and Termination	
ARTICLE 12	GENERAL	25
12.1	Amendment	25
12.1	Benefit	
12.2		
	Computation of Time.	
12.4	Construction.	

ii

12.5	Entire Agreement	
12.6	Equitable Relief.	
12.7	Execution	
12.8	Exhibits	
12.9	Attorneys' Fees.	
12.10	Further Assurances.	
12.11	Governing Law.	
12.12	Invalidity of Provisions.	
12.13	No Waiver.	
12.14	Notices	27

EXHIBIT A - CONTRIBUTIONS

OPERATING AGREEMENT

The Members enter into this Agreement as of the Effective Date. The Members mutually agree as follows:

ARTICLE 1 -- DEFINITIONS

The definitions below govern this Agreement unless the context unambiguously requires otherwise.

"Act" means the Michigan Limited Liability Company Act, Mo. Rev. Stat. §§ 347.010 to 347.187, as amended from time to time, and any successor statute, as applicable to the Company.

"Adjusted Capital Account Deficit" means the negative balance in a Member's Capital Account at the end of a particular taxable year, after (a) increasing the Capital Account with (1) the amount, if any, of such negative balance the Member is obligated to restore under this Agreement, and (2) the amount of such negative balance the Member is deemed to be obligated to restore under Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), and (b) reducing the Capital Account with the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Affiliate" means, with respect to a Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling directly or indirectly ten percent (10%) or more of the outstanding voting securities of such Person, (iii) any officer, director or partner of such Person, or (iv) any officer, director or partner of a Person described in the foregoing clauses (i) or (ii).

"Agreement" means this Operating Agreement, as amended from time to time.

"Approval Rights" means the rights of a Member to vote, approve, or consent to the matters described in Article 5.2.

"Articles of Organization" means the articles referred to in Section 347.039 of the Act, filed with the Michigan Secretary of State for the purpose of forming the Company, as the same may be amended or restated from time to time as provided in the Act.

"Assignee" means a transferee of an Interest who has not become a Member.

"Bankruptcy" means the entry of an order for relief by the court in a proceeding under the United States Bankruptcy Code, Title 11, U.S.C., as amended, or its equivalent under a state insolvency act or a similar law of other jurisdictions.

"Capital Event" means a sale or exchange of all or substantially all of the Company's property.

"Cash" means money and equivalents, such as checks, but only when collected, and bank transfers.

"Cash Available for Distribution" means Cash from Operations less Expenses.

44

"Cash from Operations" means all sums provided by operations and either received in Cash or converted to Cash by the Company during any fiscal period, including sums released from Reserves, but excluding Contributions, Cash from a Capital Event and loans or advances by Members to the Company.

"Cash from a Capital Event" means the net Cash realized by the Company from a Capital Event (including principal and interest payments from any note or other obligation received by the Company in connection with a Capital Event) in each case, after retirement of debt, after subtracting all expenses related to the transaction and after making an allowance for reserves for contingencies and anticipated obligations.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (including any successor statute or statutes constituting the United States tax laws), as applicable to the Company and the Members.

"Company" means the Michigan limited liability company governed by this Agreement and the Act, having the name specified in Section 2.2.

"Company Minimum Gain" means an amount computed as described in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Contribution" means Cash, other property (net of each liability assumed by the Company in connection with the Contribution and net of each liability subject to which the Company received the Contribution), or any other valuable consideration Transferred by a Person to the Company as a condition of becoming a Member and any subsequent Transfer to the Company by a Person as a Member.

"Defaulting Event" means (i) a general assignment by any of the Members for the benefit of creditors; (ii) seeking, consenting to, or acquiescing in the appointment of a receiver or trustee for all or any substantial part of the property and assets of any of the Members; (iii) the entry against any of the Members of an order for relief under Federal bankruptcy laws, as amended from time to time, or in any other bankruptcy or insolvency proceeding; (iv) the filing by any of the Members of any voluntary proceeding under Federal bankruptcy laws as amended from time to time, or under any other bankruptcy or insolvency laws; (v) the filing by any of the Members or the Members' spouses for a marital dissolution that allows for a Member's interest in the Company to become subject to any decree of Dissolution of Marriage or similar court order which causes a disposition of all or any portion of a Member's interest in the Company to his former spouse; or (vi) a transfer by a Member of any Interest in the Company in any manner not otherwise authorized or permitted by the terms and provisions of this Agreement.

"Disabling Event" means (i) the death of any Member or (ii) the determination that a Member is unable, by reason of accident, physical or mental infirmity, to satisfactorily perform duties then assigned to him, or which the Company is willing to assign to him, for a continuous period of six months.

45

"Effective Date" means the date that the Articles of Organization of the Company was filed with the Michigan Secretary of State's office.

"Event of Withdrawal" means any of the following:

- (a) a Member voluntarily withdraws (as that term is defined in the Act) from the Company;
- (b) a Member: (i) makes an assignment for the benefit of creditors; (ii) is the subject of a Bankruptcy; (iii) files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any statute, law or regulation or files an answer or other pleading admitting or failing to contest the material allegations of a petition filed in such a proceeding; or (iv) seeks, approves of or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of the Member's property;
- (c) 120 days after the start of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of the Member's property, without the Member's approval, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated;
- (d) if a Member is a natural person: the Member's death; or the entry by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate;
- (e) if a Member is a trust, the termination of the trust or a distribution of its entire Interest but not merely the substitution of a new trustee;
- (f) if a Member is a general or limited partnership, the dissolution and commencement of winding up of the partnership or a distribution of its entire Interest;
- (g) if a Member is a corporation, the filing of articles of dissolution, or their equivalent, for the corporation or revocation of its charter or a distribution of its entire Interest;
- (h) if a Member is an estate, the distribution by the fiduciary of the estate's entire Interest; or
- (i) if a Member is a limited liability company, the filing of articles of dissolution or termination, or their equivalent, for the limited liability company or a distribution of its entire Interest.

"Expenses" means for any fiscal period, (a) the amount of Cash disbursed in the period in order to operate the Company (including capital expenditures and debt service) and to pay expenses of the Company (excluding expenditures in connection with Capital Events); and (b) amounts set

46

aside for the period for working capital and to pay taxes, insurance and other costs and expenses incident to the operation of the Company, including Reserves.

"Interest" or "Member's Interest" means a Member's share of the profits and losses of the Company and the right to receive distributions of Company assets.

"Membership Unit" or "Membership Interest" means one percent (1%) of the ownership of the Company.

"Majority-in-Interest" means any one or more Members owning Interests with an aggregate Voting Share of more than 50.0%.

"Manager" means each Person designated, appointed or elected as such as provided by this Agreement and/or pursuant to Section 347.079 of the Act.

"Member" means any Person that signs this Agreement in person or by an attorney-in-fact, or otherwise is a party to this Agreement at the time the Company is formed and is identified as a Member in this Agreement and any Person who is subsequently admitted as a Member, until an Event of Withdrawal occurs with respect to such Person.

"Member Non-recourse Debt Minimum Gain" means an amount of partner non-recourse debt minimum gain determined in accordance with Regulations \$1.704-2(i)(3).

"Organization" means any Person other than an individual.

"Permitted Transferee" means, with respect to a specified Person, the Person and: (i) any revocable trust in which the Person is both the settlor and the trustee; (ii) any other Member within the same Member Group as the Person at the time of the Transfer; (iii) any Person within the Owner Group of the Person at the time of the Transfer; (iv) any Organization in which the Person owns a controlling interest; and (v) any direct descendant of the Person or any Person within the Owner Group of the Person at the time of the Transfer.

"Person" includes individuals, partnerships, domestic or foreign limited partnerships, domestic or foreign limited liability companies, domestic or foreign corporations, trusts, business trusts, real estate investment trusts, estates and other associations or business entities.

"Proportionate Share" means, with respect to a Member, the percentage listed for the Member in <u>Exhibit A</u>, as amended from time to time.

"Regulations" means the Income Tax Regulations promulgated under the Code, as amended from time to time, including corresponding provisions of succeeding regulations.

"Reserves" means any sums which the Managers set aside for the payment of taxes, future expenses (including capital expenditures and debt service) or any other purposes as the Managers, in their sole discretion, deem desirable for the Company.

"Securities Laws" means all applicable federal and state securities laws, including the Securities Act of 1933, as amended, and any regulations promulgated thereunder.

"Tax Matters Partner" has the meaning specified in Code Section 6231(a)(7).

"Tax Regulation Allocations" means the allocations described in Section 9.6.

"Transfer," when used as a noun, means any sale, exchange, gift, assignment, transfer, pledge, hypothecation, or any other type of disposition or encumbrance, whether with or without consideration, whether voluntary or involuntary, and in the case of an individual, whether during lifetime or at death, and, when used as a verb, means the corresponding verb. "Transfer" includes, with respect to an entity holding an Interest, a transaction whereby the Persons holding a majority of the voting power of such entity do not hold a majority of the voting power of such entity immediately following the transaction.

"Voluntary Withdrawal" shall have the meaning set forth in Section 7.

"Voting Share" means a fraction whose numerator is a Member's Proportionate Share and whose denominator is the aggregate Proportionate Share of all Members with Approval Rights.

"Wrongful Voluntary Withdrawal" shall have the meaning set forth in Section 7.

ARTICLE 2 -- ORGANIZATION

2.1 <u>Organization of the Company</u>. The Members organized the Company as a limited liability company under the Act and the Members desire that the Company continue to qualify as a limited liability company. The Managers will file or cause to be filed such other filings, recordings, publishings and other actions as are necessary to comply with all requirements for the continued operation of a limited liability company in Michigan and all other jurisdictions where the Company desires to conduct its business.

2.2 <u>Name</u>. The name of the Company is "Someday Brewing, LLC"

2.3 <u>Principal Office</u>. The Company will locate its principal office at such place designated by the Managers.

2.4 <u>Term</u>. The existence of the Company began on the date that its Articles of Organization was filed with the Michigan Secretary of State's office, and will continue in perpetuity unless terminated earlier under this Agreement.

2.5 <u>Purpose</u>. The Company is organized for the purpose of conducting or transacting any lawful businesses or purposes within the State of Michigan or any other jurisdiction.

2.6 <u>Title to Company Assets</u>. The Company will hold title to assets in the name of the Company.

2.7 <u>Registered Agent and Registered Office</u>. The registered agent and the registered office for the Company will be as reflected in the Articles of Organization.

48

ARTICLE 3 -- CONTRIBUTIONS

3.1 <u>Member Contributions</u>. Each Member has made an initial Contribution of money and/or other property as of the Effective Date in the amounts and form listed by the Member's name in <u>Exhibit A</u>. The Members have not agreed to make any additional Contributions and the Members may not require additional Contributions to the Company. There shall be a total of 100 Membership Units that can be issued to Members of the Company. Exhibit A reflects that the initial Contribution of money as of the Effective Date. Should the Members desire to add additional contributions, said addition of funds must be made by unanimous decision. Should one Member deposit funds as an additional contribution, the remaining Member(s) must contribute a pro rata amount in accordance with their Membership Interest in the Company.

3.2 <u>No Priority</u>. Except as specifically provided in this Agreement, no Member may either demand a distribution from the Company or have the right to withdraw from the Company or to demand the return of any Contribution or have priority over any other Member either as to the return of any Contribution or as to distributions.

3.3 <u>No Third Party Beneficiaries</u>. The Contribution obligation of the Members under this Article is not intended to create any obligation to third party beneficiaries. No creditor may rely on that obligation unless the Member against whom the obligation is asserted has expressly agreed in writing that the creditor may do so.

ARTICLE 4 -- MANAGEMENT

4.1 <u>Management Vested in the Managers and Not in Members</u>. Management of the Company is vested in one or more Managers and not in the Members. There shall be one (1) Manager who initially shall be Anthony Kilimas. Should at any time there be more than one (1) Manager, all Manager decisions shall be made by a majority of the Managers; however, any single Manager shall have the binding authority to execute any and all documents necessary to effectuate the Company's purpose, such that a single Manager's signature shall constitute a valid execution and agreement with the Company. A Manager may resign at any time. A resignation of a Manager as Manager is not an Event of Withdrawal and has no effect on the Manager's status as a Member. Should a Manager resign, the members shall elect a new Manager by majority vote of the Members. The Manager will devote such time and attention to the Company as such Manager deems reasonably necessary and advisable to manage the affairs of the Company to its best advantage.

4.2 <u>Management of Company Business</u>. Subject to the Approval Rights of the Members to the extent specifically required by Article 5.2, the Managers will have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company. By way of example, and not limitation, the Managers shall have the authority to do the following:

- (a) to Transfer or acquire property or the use of property with a fair market value of less than One Thousand Dollars (\$1,000.00);
- (b) to enter into leases, contracts and guaranties for a total contract price of less than One Thousand Dollars (\$1,000.000);

- (c) to open bank accounts and designate the number and identity of the individuals authorized to write checks and make withdrawals of funds;
- (d) to hire and terminate employees and appoint agents of the Company;
- (e) to designate a replacement registered agent or file a change of registered office;
- (f) to pay, collect, compromise, arbitrate, prosecute or defend legal actions with respect to, or otherwise adjust, claims or demands of or against the Company;
- (g) to indemnify any Person;
- (h) to purchase liability and other insurance to protect the Company's property and business;
- (i) to participate in Organizations of any kind with any Person;
- (j) to make donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- (k) to execute, acknowledge and deliver any and all instruments appropriate to the foregoing, and to apply Company assets; and
- (1) to employ such agents, custodians, attorneys and to create various boards as may be necessary or proper for the efficient management or protection of the assets of the trust estate or incidental to the powers or discretions herein granted, to delegate to any such person or persons such powers, including delegating such powers under broad powers of attorney, and to compensate such persons in such amounts as they may deem reasonable.

4.3 <u>Compensation</u>. Except as otherwise provided in this Agreement, the Managers will receive no compensation from the Company for serving as a Manager without the approval of the Members as provided by Article 5.2; provided that the Company will reimburse the Managers for reasonable expenses incurred in managing and operating the Company.

4.4 <u>No Liability</u>. Unless specifically assumed in writing, neither the Managers nor any Member will have personal liability for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act will not result in the imposition of personal liability on any Member or the Managers. Neither the Company nor the Managers will have any liability to any Member resulting either from any acts or omissions made within the scope of authority granted to the Managers under this Agreement or from the disallowance or adjustment of any deductions or credits in the income tax returns of the Company or the Members. Each Manager will discharge his duties in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in a manner reasonably believed to be in the best interests of the Company.

50

4.5 <u>Indemnification</u>. The Company will indemnify and hold harmless the Managers from and against any loss, expense, damage or injury suffered or sustained by him by reason of any acts, errors in judgment, omissions or alleged acts or omissions related to the business of the Company to the fullest extent allowed by law. The Company's duty to indemnify will include any judgment, award, settlement, reasonable legal fees and other costs and expenses related to the defense of any actual or threatened action, proceeding or claim and including any payments made by the Managers, or by reason of any disallowance by any taxing authority of any deduction taken on any Company tax return.

ARTICLE 5 -- RIGHTS AND DUTIES OF MEMBERS

5.1 <u>Representations and Warranties of Members</u>. Each Member represents and warrants to the Company and each other Member as follows:

- (a) If that Member is an Organization, that it is duly organized, validly existing, and in good standing under the law of the jurisdiction of its organization and that it has full power to execute this Agreement and to perform its obligations hereunder.
- (b) The Member has such knowledge of business and financial affairs as is necessary to enable the Member to understand the risks associated with the Company's business and an investment in the Company's securities and to understand the particular financial, legal and tax implications of the Company's business and ownership of an Interest, and has had the opportunity to consult with the Member's own legal, tax and other advisors to determine whether the purchase of an Interest is consistent with the Member's objectives, and has had access to any and all information concerning the Company which the Member and the Member's legal, tax and other advisors have requested and consider necessary to make appropriate evaluation of this investment.
- (c) The Member understands that the Company has not registered the Interests under the Securities Laws in reliance on exemptions from registration under various provisions of applicable statutes, rules and regulations. The Member understands that its Interest may not be resold unless registered or unless an exemption from registration is available. The Member represents that the Interest is being acquired for investment for the Member's own account with no present intention of reselling or otherwise disposing of the same and understands that the reliance of the Members and the Company upon such exemptions is predicated upon the lack of such intention. The Member further acknowledges that, in the opinion of the Securities and Exchange Commission, the statutory basis for one such exemption would not be present, if, notwithstanding this representation, the Member contemplates its acquiring the Interest for resale upon the occurrence or non-occurrence of some event.

- (d) The Member acknowledges that no trading market for Interests in the Company does or will exist at any time and that any Transfer of such Interest may result in adverse tax consequences.
- (e) The Member acknowledges that other provisions of this Agreement restrict the Transfer of such Interest.

5.2 <u>Approval Rights</u>. Each Member will have Approval Rights. The following actions require the approval of a Majority-in-Interest of the Members:

- (a) to Transfer or acquire property or the use of property with a fair market value of equal to or greater than One Thousand Dollars (\$1,000.00);
- (b) to enter into leases, contracts and guaranties for a total contract price of equal to or greater than One Thousand Dollars (\$1,000.000);
- (c) to borrow money on such terms and conditions as the Managers may determine, and to issue notes, bonds, and other obligations and to secure any of the same by mortgage or pledge of Company property or income;
- (d) to lend money, to invest and reinvest the Company's funds, and to receive and hold property as security for repayment;

The following actions require the approval of 75% of the Interests of the Members:

(a) to approve a Voluntary Withdrawal of a Member;

(b) the determination and making of any distribution of Cash Available for Distribution or Cash from a Capital Event;

(c) a Capital Event;

(d) a merger, consolidation or joint venture of the Company with another Person;

- (e) the redemption in whole or in part of any Interest (except to the extent otherwise expressly permitted under this Agreement), the issuance of any additional Interest or the admission of an Assignee or any other Person as a Member;
- (f) any additional voluntary Contributions;
- (g) a voluntary dissolution or liquidation of the Company;
- (h) any amendment to this Agreement or the Company's Articles of Organization;

52

- a change in the status of the Company from one in which management is vested in one or more managers to one in which management is vested in the members, or vice versa;
- (j) a revaluation of Company assets;
- (k) authorization for any transaction, agreement or action unrelated to the Company's purpose as set forth in the Articles of Organization, that otherwise contravenes this Agreement;
- (1) if required by Article 10.2, the designation of the liquidating trustee in a dissolution and winding up of the Company; or
- (m) authorization to compensate the Managers for performing their duties hereunder.

Unless otherwise required by this Agreement or by law, a Majority-in-Interest of the Members may approve any other matter submitted for the approval of the Members.

5.3 <u>Admission of Members</u>. Subject to Article 5.4 and upon the approval of the Members as provided by Article 5.2, an Assignee or any other Person may be admitted as a Member; provided, however, that if the Assignee is a Permitted Transferee, the approval of the Members is not required and such Assignee shall automatically become a Member upon satisfying the requirements of Article 5.4. If the approved Person is not an Assignee, this approval will indicate the Contribution required for the Person to become a new Member. The Assignee or other Person to be admitted will become a substitute or new Member, as the case may be, only after agreeing in writing to be bound by this Agreement, and, if a new Member, after making any required Contribution. Notwithstanding this Article, the Members need not approve the Transfer (which Transfer complies with Article 5.4) of an Interest (or partial Interest) from one Member to another Member for the transferee Member to exercise the increased Approval Rights associated with the Transferred Interest.

5.4 Transfers. Each Member hereby covenants and agrees that the Member will not Transfer any Interest (or partial Interest) to an Assignee who is not a Permitted Transferee without either (i) the prior written consent of all of the Members, which consent may be withheld in the Members' sole and absolute discretion or (ii) in accordance with the Membership Agreement among the Members of the Company and the Company, as may be amended from time to time. No Member or Assignee will voluntarily Transfer any Interest (or partial Interest) to an Assignee until the Company receives from the proposed Assignee such information and agreements that the Company may reasonably require, including any taxpayer identification number, an opinion of counsel satisfactory to the Managers that neither the Securities Act of 1933, as amended, nor applicable state securities laws require registration of the Transfer and that the Transfer will not violate the Securities Act of 1933, as amended, or applicable state securities laws, which opinion the Managers may waive in their sole and absolute discretion, any agreement that federal, state or local tax laws may require and the proposed Assignee's written agreement to be bound by all of the terms of this Agreement as an Assignee, and, if admitted as a Member, as a Member. No Member or Assignee will voluntarily Transfer any Interest (or partial

Interest) to an Assignee in a Transfer which constitutes a sale or exchange for federal income tax purposes until the Company receives an opinion of counsel to the Company that any such Transfer, alone or when combined with other transactions, would not result in (a) a termination of the Company within the meaning of Code Section 708 (or, if so, that no material adverse tax consequences would result to the Company or the Members by reason of such termination), (b) the Company's losing its status as a partnership for income tax purposes, or (c) the taxation of the Company as a publicly-traded partnership for income tax purposes, unless the Managers waive this requirement in writing. An attempted Transfer in violation of this Article is void. If a Member Transfers in whole that Member's Interest to an Assignee, the Member will cease to be a Member, even if the Transfer does not result in an Event of Withdrawal.

5.5 <u>Rights of Assignee</u>. Except as provided in Article 5.3, an Assignee, whether or not already a Member with respect to another Interest in the Company owned by him, shall not become a Member of the Company with respect to the Transferred Interest. The Assignee shall not have, with respect to the Transferred Interest, any Approval Rights, including any right or power during the continuance of the Company to vote on any matter, to inspect the books and records of the Company, or to interfere in the management of Company business, unless and until the Assignee becomes a Member pursuant to this Article (and then only as provided in this Agreement), and until such time the voting rights associated with an assigned Member's Interest shall be governed by section 347.115 of the Act. The Assignee shall be deemed to have made the representations and warranties described in Article 5.1. The Assignee shall have the right and obligation to receive in accordance with this Agreement the allocations described in Article 8.2 and Article 9, any distributions described in Articles 9.1 and 9.2, and any distributions upon liquidation pursuant to Article 10 to which his assignor would have been entitled in the absence of the Transfer. Except as provided in this Article, an Assignee shall not be entitled to exercise any rights of a Member or receive any benefits conferred upon a Member by this Agreement.

5.6 <u>Distributions to Members Who Have Withdrawn</u>. Upon any Event of Withdrawal, the withdrawn Member shall not be entitled to any special distribution, including without limitation a distribution of the fair value of the withdrawn Member's Interest, but instead its Assignee shall have the right to share in distributions and profits and losses as provided in Article 5.5; provided, that distributions to a Member who has made a Wrongful Voluntary Withdrawal shall be reduced by any damages suffered by the Company or its Members as a result of the withdrawn Member's violation of this Agreement.

ARTICLE 6 -- MEETINGS; APPROVALS WITHOUT A MEETING

Unless otherwise required by law, the Members or the Managers may take any action or vote without a meeting. Holders of not less than twenty percent of the Interests and/or the Managers may call a meeting of the Members to take action or vote on matters related to the Company by giving at least five days' prior written notice of the time and place to all the Members eligible to attend. Any action or vote which must be taken at a meeting of the Members or the Managers, as the case may be, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members or all of the Managers, as the case may be, entitled to act or vote with respect to such matter. Such consent will have the same effect as an act or vote of such Members or the Managers, as the case may be.

ARTICLE 7 -- INTERESTS AND TRANSFERS OF INTERESTS

7.1 <u>Admission of Assignees as Members</u>. Except as set forth herein, no Assignee of all or any part of a Member's Interest shall become a Member or be entitled to exercise the rights of a Member unless such admission is unanimously approved by the Members. As a condition to being admitted to the Company, each Assignee (including a Permitted Transferee) must comply with the requirements described in this Agreement and must execute and deliver to the Company an agreement to be bound by the terms and conditions of this Agreement. Upon the admission of any additional Member, Exhibit A will be amended by the Manager, without any approval or consent of any Member, to reflect the name, address, Proportionate Share, Member Group and Capital Account of such Additional Member and to adjust, if necessary, the Proportionate Shares of the other Members to reflect the addition of the additional Member. No new Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company.

No Transfers. Each Member hereby covenants and agrees that the Member will 7.2 not Transfer any Interest (or partial Interest) to an Assignee who is not a Permitted Transferee without the prior written consent of the Manager, which consent may be withheld in the Manager' sole and absolute discretion. No Member or Assignee will voluntarily Transfer any Interest (or partial Interest) to an Assignee until the Company receives from the proposed Assignee such information and agreements that the Company may reasonably require, including any taxpayer identification number, an opinion of counsel satisfactory to the Manager that neither the Securities Act of 1933, as amended, nor applicable state securities laws require registration of the Transfer and that the Transfer will not violate the Securities Act of 1933, as amended, or applicable state securities laws, which opinion the Manager may waive in their sole and absolute discretion, any agreement that federal, state or local tax laws may require and the proposed Assignee's written agreement to be bound by all of the terms of this Agreement as an Assignee, and, if admitted as a Member, as a Member. No Member or Assignee will voluntarily Transfer any Interest (or partial Interest) to an Assignee in a Transfer which constitutes a sale or exchange for federal income tax purposes until the Company receives an opinion of counsel to the Company that any such Transfer, alone or when combined with other transactions, would not result in (a) a termination of the Company within the meaning of Code Section 708 (or, if so, that no material adverse tax consequences would result to the Company or the Members by reason of such termination), (b) the Company's losing its status as a partnership for income tax purposes, or (c) the taxation of the Company as a publicly-traded partnership for income tax purposes, unless the Manager waive this requirement in writing. An attempted Transfer in violation of this Article is void. If a Member Transfers in whole that Member's Interest to an Assignee, the Member will cease to be a Member, even if the Transfer does not result in an Event of Withdrawal.

7.3 <u>Permitted Transfers</u>. Notwithstanding anything contained in this Agreement to the contrary, Members shall be permitted to Transfer any Interest (or partial interest) to any Permitted Transferee of such Member. Each Permitted Transferee shall be admitted as a Member promptly upon written notice from the Transferring Member or Permitted Transferee to the Manager.

7.4 <u>Rights of Assignee</u>. Except as provided in Article 7.1, an Assignee, whether or not already a Member with respect to another Interest in the Company owned by him, shall not become a Member of the Company with respect to the Transferred Interest. The Assignee shall not have, with respect to the Transferred Interest, any Approval Rights, including any right or power during the continuance of the Company to vote on any matter, to inspect the books and records of the Company, or to interfere in the management of Company business, unless and until the Assignee becomes a Member pursuant to this Article (and then only as provided in this Agreement), and until such time the voting rights associated with an assigned Member's Interest shall be governed by section 347.115 of the Act. The Assignee shall be deemed to have made the representations and warranties described in Article 5.1. Except as provided in this Article, an Assignee shall not be entitled to exercise any rights of a Member or receive any benefits conferred upon a Member by this Agreement.

7.5 <u>Voluntary Withdrawal</u>. Each Member hereby covenants and agrees that such Member shall not voluntarily take any action which would constitute an Event of Withdrawal with respect to such Member (a "*Voluntary Withdrawal*"); provided, that any Member may make a Voluntary Withdrawal from the Company upon giving ninety (90) days' prior written notice of withdrawal to the other Members as provided in Section 347.121 of the Act. Unless a Voluntary Withdrawal is unanimously approved by the other Members, the Voluntary Withdrawal will violate this Agreement, including for the purposes of Sections 347.103 and 347.121 of the Act (a "*Wrongful Voluntary Withdrawal*"). A withdrawn Member who shall have made a Voluntary Withdrawal shall have the rights of an Assignee.

7.6 <u>Distributions to Members Who Have Withdrawn</u>. Upon any Event of Withdrawal, the withdrawn Member shall not be entitled to any special distribution, including without limitation a distribution of the fair value of the withdrawn Member's Interest, but instead its Assignee shall have the right to share in distributions and profits and losses as provided in Article 5; provided that distributions to a Member who has made a Wrongful Voluntary Withdrawal shall be reduced by any damages suffered by the Company or its Members as a result of the withdrawn Member's violation of this Agreement.

7.7 Purchase of Member's Interest upon a Defaulting or Disabling Event

Upon the occurrence of a Defaulting Event or a Disabling Event with respect to a Member (the "Defaulting Member"), the Defaulting Member shall cease to be a Member and the Company with the unanimous approval of the non-defaulting Members shall have the right, exercisable by giving written notice to the Defaulting Member within sixty (60) days after the date of the Defaulting Event (for purposes of this Article, the date such notice is given by the Company is hereinafter referred to as the "Notice Date"), to purchase the Defaulting Member's interest in the Company for a purchase price equal to the fair market value of such interest. The fair market value of the interests of the Defaulting Member shall be the amount that the Defaulting Member would receive in exchange for his or her entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their fair market values as of the Company. If the Company does not exercise its right to purchase the Defaulting Member's interest within the sixty (60) days, then the remaining Members shall have the same right to purchase Defaulting Member's interest pro rata among the remaining Members (excluding the Residual Interest then held by the Defaulting Member).

The fair market value of the interest shall be determined as expeditiously as possible by a disinterested appraiser mutually selected by the Defaulting Member and the Company (the Company's selection being made by the remaining Members exclusive of the Defaulting Member's interest). If the Defaulting Member and the Company are unable to agree upon a disinterested appraiser, then the Defaulting Member and the Company shall each select a disinterested appraiser and if the disinterested appraisers selected are unable to agree as to the fair market value of the interest, then the two disinterested appraisers shall select a third disinterested appraiser who shall determine the fair market value (hereinafter, this process to obtain fair market value shall be referred to as the "Fair Market Value Determination"). The determination of the fair market value of the interest by the appraiser or appraisers shall be conclusive and binding on all parties. All costs of an appraiser shall be shared equally by the Defaulting Member and the Company or by the two disinterested appraisers shall be borne by the party selecting each appraiser.

The purchase price shall be paid as follows: In no event later than ninety (90) days after determining the fair market value by the parties, the Company shall make a distribution of property (which may be cash or other assets of the Company or interests therein) to the Defaulting Member with a value equal in amount to the purchase price for the Defaulting Member's interest; provided, however, that at the election of the Company such distribution to the Defaulting Member may be made in five (5) equal annual installments, the first of which shall be made on the ninetieth (90th) day after the determination of fair market value by the parties and one of which shall be made on the same date in each of the four (4) years thereafter; provided, further, that notwithstanding an election by the Company to make the distribution to the Defaulting Member in five (5) equal annual installments, the Company may accelerate without penalty all of such installments at any time or any part of such installment at any time. In the event the Company elects to make distributions to the Defaulting Member in five (5) equal annual installments as provided herein, the Company, in addition to such annual installments, shall pay the Defaulting Member additional amounts computed as if the Defaulting Member is entitled to interest on the undistributed amount of the total distribution to which the Defaulting Member is entitled hereunder at an annual rate equal to the annual Federal long-term rate in effect under §1274(d) of the Code, as determined on the ninetieth (90th) day after the determination of fair market value by the parties, which additional amounts, computed like interest, shall be due and payable on the same dates as the annual installments of the distribution payable to the Defaulting Member hereunder. The distribution to a Defaulting Member provided for herein shall be in complete liquidation and termination of the Defaulting Member's interest in the Company and shall be treated as payment in exchange for the Defaulting Member's interest in the Company. Simultaneously with the receipt of such distribution or the first installment thereof, as the case may be, the Defaulting Member shall execute all documents deemed necessary or appropriate, in the opinion of counsel for the Company, to evidence the Defaulting Member's withdrawal from the Company and the transfer of his or her interest in the Company to the Company as of the date of determination of fair market value by the parties. Any unpaid capital contributions of the Defaulting Member and any damages occurring to the Company as a result of the Defaulting Event shall be taken into account in determining the net amount due the Defaulting Member at the closing, and any excess of such unpaid capital contributions or

damages over the amount due at closing shall be netted against subsequent installment payments as they become due.

7.8 Spouses Subject to this Agreement.

(a) The Company's Option to Purchase. Upon the occurrence of a Defaulting Event or Disabling Event, a disposing Member's spouse shall likewise be obligated on the same terms and conditions as are set forth herein.

(b) Future Spouses. All Members shall cause any current or future spouse to acknowledge the binding effect of this Agreement. A Member's failure to acquire such acknowledgment shall entitle the Company, at its sole option, to notify each Member that such a failure is a Defaulting Event and entitles the Company to exercise its purchase option as set out herein. The Company's failure to require such acknowledgment shall not preclude it from later deeming such failure a Defaulting Event under this Agreement.

Dissolution of Marriage. Notwithstanding anything contained in this (c) Agreement to the contrary, if a Member's interest in the Company becomes subject to any decree of Dissolution of Marriage or similar court order which causes a disposition of all or any portion of his or her Interest in the Company to his or her former spouse, such Member's former spouse shall be required to offer all of such Interest for sale back to the divorcing Member, the Company, and the remaining Members, in that order, at a purchase price equal to the lesser of (i) value given to said interest in any court order or decree resulting from the dissolution of marriage, or (ii) the Fair Market value Determination, and said purchase price shall be paid in similar terms as Article 7.7. In all such situations, the former spouse of the divorcing Member shall be required to provide (within five (5) days after any such Decree of Dissolution of Marriage or similar court order is entered) the divorcing Member with an offer to sell such Interest back to such divorcing Member at a purchase price as determined in this Article 7.8. If the divorcing Member fails to provide notice of his or her intention to purchase all of such Interest within thirty (30) days after his or her receipt of his or her former spouse's notice, then the former spouse of the divorcing Member shall first provide the Company with an offer to sell such Interest to the remaining Members (including the divorcing Member) at a purchase price determined pursuant to this Article 7.8. Upon its receipt of such offer, the Company, with the unanimous approval of the remaining Members, shall determine whether or not it desires to purchase such Interest, and if all the Interest which the former spouse of the divorcing Member owns are not to be purchased by the Company, then the remaining Members (including the divorcing Member) shall have an option to purchase the remaining Interest offered for sale at a purchase price determined pursuant to this Article 7.8. Such option to purchase for the remaining Members shall be handled in accordance with the provisions of this Article 7.8 herein. If all of the Interest owned by the former spouse of the divorcing Member are not purchased as aforesaid, such former spouse shall remain subject to the terms and conditions of this Agreement as a Member.

7.9 <u>Right of First Offer</u>. Except for Transfers pursuant to Article 7.3 or 7.10 of this Agreement, and commencing only after the third (3^{rd}) anniversary of the Effective Date of this Agreement, each time a Member or Assignee proposes to make or suffer any Transfer of all or

any portion of the Member's Interest, such Member or Assignee (the "*Disposing Member*") shall give written notice thereof (the "*ROFO Notice*") to the Company and the other Members which sets forth the portion (or all) of Selling Party's Interest that is the subject of the proposed Transfer (the "*Offered Interest*"). Upon receipt of any ROFO Notice:

(a) If the Manager or any member believes it is in the best interest of the Company to acquire the Offered Interest, the Manager or any member may call a Special Meeting to decide whether or not the Company shall offer to purchase all or any portion of the Offered Interest. If unanimously approved by the Members, the Company may offer, by giving written notice (a "*Company Purchase Offer*") to the Disposing Member within sixty (60) days following receipt of the ROFO Notice, to offer to purchase the Offered Interest on such terms and conditions as set forth in the Company Purchase Offer.

(b) If the Company elects to purchase less than all of the Offered Interest or does not exercise its right under subparagraph (a) above, the Members in the Member Group of which the Disposing Member is not a member, shall have the right, by giving written notice (a "*Member Purchase Offer*") to the Disposing Member and the Manager within thirty (30) days following the expiration of the 30-day period in subparagraph (a) above, to offer to purchase the remaining portion of the Offered Interest on such terms and conditions as set forth in the Member Purchase Offer. If more than one Member elects to exercise the purchase option set forth in this Article (the "*Electing Members*"), then unless they agree otherwise in writing, the Electing Members shall acquire portions of the Disposing Member's remaining Interest *pro rata* in the ratios which each such Electing Member's Proportionate Share bears to the aggregate Proportionate Shares owned by all of the Electing Members.

(c) The Disposing Member shall not be required to accept any offer to purchase made pursuant to this Article. If the Disposing Member does not elect one or more offers to purchase which in the aggregate relate to all of the Offered Interest, then the Disposing Member may proceed to offer the Interest for sale and any Transfer of such Interest occurring within one (1) year of the date of the ROFO Notice, and upon terms not less favorable to the purchasing party than the terms contained in any offer to purchase of the Company or an Electing Member, shall be deemed a Permitted Transfer and the Assignee thereof shall shall be admitted as a Member promptly upon written notice from the Disposing Member or Assignee to the Manager.

(d) The right of first refusal set forth above shall be applicable to each attempted sale of an Offered Interest.

7.10 <u>Reorganization Option</u>. Any Member or group of Members (referred to as "*Offeror*") shall have the right, at any time after the third (3^{rd}) anniversary of the Effective Date of this Agreement, to cause the ownership of the Company to be restructured as follows:

(a) The Offeror shall give written notice (the *"Reorganization Notice"*) to the Manager and the other Members which shall state:

(i) That the Offeror is triggering the provisions of this Article 7.10;

(ii) The total value of the assets of the Company as estimated by the Offeror (the "*Offered Value*"); and

(iii) A closing date no less than sixty (60) days and no more than ninety (90) days following the date of the Reorganization Notice.

The Offer shall contain no other conditions or provisions.

(c) the Members in the Member Group of which the Offeror is not a member (the "Offerees"), shall have the right, by giving written notice of such election to the Offeror and the Manager within forty-five (45) days following receipt of the Reorganization Notice, to purchase the Offeror's Interest. If no Offeree elects to purchase the Offeror's Interest, then all of the Offerees shall be deemed to have elected to sell all of their Interests in the Company to the Offeror. If more than one Offeree elects to exercise the purchase option set forth in this Article (the "*Electing Members*"), then unless they agree otherwise in writing, the Electing Members shall acquire portions of the Offeror's Interest *pro rata* in the ratios which each such Electing Member's Proportionate Share bears to the aggregate Proportionate Shares owned by all of the Electing Members.

7.11 Drag-Along Rights.

Notwithstanding the other provisions of this Agreement, if, at any time, one or more of the Members reaches an agreement to sell, in one or a series of related transactions, more than fifty percent of the Interests of the Company, pursuant to arms-length negotiations with a bona fide purchaser, any restrictions on Transfer contained in this Agreement shall not apply, and the selling Member(s) shall have the right (a "Drag-Along Right") to require all other Members of the Company to sell all of their respective Interests to such purchaser on substantially the same terms and conditions as those received by the selling Member(s). The selling Member(s) shall give to the other Members of the Company notice of both such intended sale and the exercise of the selling Member(s)' Drag-Along Rights at least thirty (30) days prior to closing of the sale. Such notice shall set forth: (i) the name and address of the purchaser; (ii) the percentage of Interests proposed to be sold to the purchaser; and (iii) the amount and form of consideration proposed to be paid for the Interests and the terms and conditions of payment. For purposes of determining whether the terms and conditions of the sale for the other Members are substantially the same as those received by the selling Member(s), consideration received by the selling Member(s) for any covenant-not-to-compete (or similar undertaking) shall be considered a part of such terms and conditions, but consideration received by the selling Member(s) for any employment agreement shall not.

7.12 <u>Tag-Along Rights.</u>

Notwithstanding the other provisions of this Agreement, if, at any time, any one or more of the Members reaches an agreement to sell, in one or a series of related transactions, that percentage of Interest of the Company constituting more than fifty percent of the Interests of the Company, pursuant to an arms lengths transaction with a bona-fide purchaser, such Member(s)

shall make the sale contingent upon the purchaser agreeing to offer to purchase from the remaining Members of the Company all of their respective Interests in the Company on substantially the same terms and conditions as have been offered to, and accepted by, the selling Member(s) (the remaining Members' rights are referred to herein as "*Tag-Along Rights*"). The selling Member(s) shall give to the other Members notice of the intended sale and the other Members' Tag-Along Rights at least thirty (30) days prior to closing of the sale. Such notice shall set forth: (i) the name and address of the purchaser; (ii) the percentage of Interest proposed to be sold to the purchaser; and (iii) the amount and form of consideration proposed to be paid for the Interests and the terms and conditions of payment. For purposes of determining whether the terms and conditions of the sale for the other Members are substantially the same as those received by the selling Member(s), consideration received by the selling Member(s) for any covenant-not-to-compete (or similar undertaking) shall be considered a part of such terms and conditions, but consideration received by the selling Member(s) for any employment agreement shall not.

7.13 <u>Closing</u>.

Closing of the purchase of any Interest under this Article 7 shall occur at the offices of the Company. At the closing, the selling Member or Assignee shall execute and deliver to the Company or Electing Member(s) purchasing the Interest such deeds, bills of sale, assignments and other instruments as shall reasonably be requested to effect the Transfer of all the selling Member's right, title and interest in and associated with the applicable Interest.

7.14 <u>Waiver</u>. The failure of the Company or a Member to submit any notice of election of any right to purchase under this Article 7 within the time period specified above shall constitute an election by the Company or such Member not to purchase any of the applicable Interest.

7.15 <u>Other Terms of Sale</u>. Any Electing Member may assign all or a portion of his or her rights under Article 7 to acquire a portion (or all) of an Interest to any person who would be a Permitted Transferee of such Electing Member.

7.16 <u>Membership Agreement</u>. The provisions of Article 7 may at any time be revised with a Membership Agreement, signed by all current members.

ARTICLE 8 -- OTHER BUSINESS VENTURES

Any Member or Manager may engage in or possess an interest in independent ventures of any kind and neither the Company nor any of the Members or Managers will have any right by virtue of this Agreement or Section 347.088 of the Act in or to such independent ventures or to the income, profits, or benefits derived therefrom. No Member shall have any obligation to present to the Company any investment opportunity which may come to such Member's attention, even if such opportunity is of such character as to be a suitable investment for the Company.

ARTICLE 9 -- ACCOUNTING, RECORDS, TAX MATTERS

9.1 <u>Accounting</u>. The Managers will keep proper and complete records and books of account in which the Managers will record all transactions and other matters relative to the

Company's business in accordance with generally accepted accounting principles, consistently applied, or in accordance with such other accounting method customarily used by entities with activities similar to those of the Company; provided that, for purposes of determining and maintaining Capital Accounts, income and loss (and items thereof) shall be determined in accordance with Article 9.2.

9.2 Capital Accounts. A separate capital account ("Capital Account") shall be maintained for each Member or Assignee in accordance with the provisions of this Agreement and the principles of Regulations §1.704-1(b)(2)(iv). Consistent therewith, for purposes of determining the net income or net loss or items of income or loss to be credited or charged to Capital Accounts, such amounts shall be determined in accordance with federal income tax principles, adjusted as follows: (a) items of income and gain exempt from federal income tax shall be included in income, (b) immediately before any distribution (liquidating or otherwise) by the Company of any Company asset (including intangible assets) other than cash, the positive or negative difference, if any, between the fair market value (taking Code Section 7701(g) into account) of each such asset over its previous book value shall be included in income or loss, as the case may be, (c) gain or loss realized upon a sale, exchange or other disposition of any Company asset whose book value differs from its adjusted tax basis shall be computed by reference to the asset's book value, (d) expenditures described in Code Section 705(a)(2)(B) or expenditures treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) shall be included as a loss, (e) when the value of any Company asset on the books of the Company differs from the asset's adjusted tax basis, the amount of book depreciation, depletion or amortization for a period with respect to such asset is the amount that bears the same relationship to the book value of such asset as depreciation (or cost recovery deduction), depletion or amortization deductions computed for federal income tax purposes with respect to such asset for such period bears to the adjusted tax basis of such asset in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), (f) immediately before a revaluation of Company assets on the books of the Company, the positive or negative difference, if any, between the fair market value (taking Code Section 7701(g) into account) of each Company asset and its previous book value shall be included in income or loss, as the case may be, and (g) the assets of the Company shall be revalued to fair market value on the books of the Company upon the occurrence of any of the following events: (i) a Contribution after the date hereof by any new or existing Member in exchange for an additional or increased Proportionate Share, and (ii) a distribution by the Company (liquidating or otherwise) of cash or property in reduction of all or part of a withdrawing or continuing Member's Proportionate Share.

9.3 <u>Books and Records</u>. As required by the Act, the Company will keep at its principal place of business the following:

- (a) a current and a past list, setting forth the full name and last known mailing address of each Member and Manager in alphabetical order;
- (b) a copy of the Articles of Organization and all articles of amendment thereto, together with executed copies of any powers of attorney pursuant to which any articles have been executed;

- (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period;
- (d) copies of this Agreement, and all amendments thereto, and copies of any written operating agreements no longer in effect;
- (e) copies of any financial statements of the Company for the three most recent years;
- (f) copies of any written promise by a Member to make a Contribution to the Company;
- (g) copies of any written approvals by the Members to the admission of any Person as a Member;
- (h) copies of any written approvals by the Members to continue the Company upon an Event of Withdrawal;
- (i) copies of any other instruments or documents reflecting matters required to be in writing pursuant to this Agreement; and
- (j) any other records required by Section 347.091 of the Act.

9.4 <u>Accounts and Investments</u>. The Company will deposit its funds in such bank account or accounts, or invested in such interest-bearing investments established and maintained in the name of the Company only, as designated by the Managers. Only the Managers, Officers and/or agents of the Company as designated by the Managers may make a withdrawal from any account or investment. In no event will Company funds be commingled with those of any other Person.

9.5 <u>Data Storage</u>. The Company may compile the data for any books, accounts, or records required by this Agreement in any form (including in electronic media) from which a Person may retrieve such information into a readily usable form.

9.6 <u>Tax Reports</u>. The Managers will cause the Company to submit to the official or agency administering the tax laws of any applicable jurisdiction any information, reports or other documents required or requested to be filed, as and when due. The Managers will cause the Company to pay all taxes, interest and additions to tax or penalties due from the Company to any such jurisdiction. The Company will bear the cost of preparing such information, reports or other documents. Within 75 days after the close of each taxable year of the Company, the Managers will prepare and deliver to each Member a report containing all Company information necessary to prepare the Member's federal income tax returns. Except for the elections described in Articles 9.8 and 9.9, the Managers will make such tax elections and determinations on behalf of the Company as the Managers deem appropriate.

9.7 <u>Tax Matters Partner</u>. The Managers will have the right to designate the Tax Matters Partner. The Tax Matters Partner (a) will represent the Company and its Members before federal, state, and local taxing authorities, and before courts of competent jurisdiction, in tax matters affecting the Company, the Members in their capacity as Members, or both, and (b) may execute agreements or other documents relating to or affecting such tax matters including (i) agreements or consents to extend the period of limitations on assessment of deficiencies with respect to "partnership items" or "affected items," as such terms are defined in Code Section 6231, and (ii) other agreements or documents that bind the Members, or both. The Members will cooperate and do or refrain from doing anything reasonably requested by the Tax Matters Partner to conduct such proceedings. The Tax Matters Partner may retain accountants, attorneys, and other professionals to assist him in such matters. The Company will pay for or reimburse the Tax Matters Partner for all expenses incurred in performing the duties described in this Article.

9.8 <u>Election of Basis Adjustment</u>. The Managers may, in their sole discretion, upon the request of a Member or the Member's Assignee, cause the Company to elect under Code Section 754 that the basis of the Company assets be adjusted for federal income tax purposes pursuant to Code Sections 734 and 743, if such Member or Assignee agrees to pay all expenses incurred in connection with such election. The Managers may secure the Member's performance of this payment obligation in any commercially reasonable way or in lieu of an ongoing payment obligation may accept an initial lump sum payment from the Member in an amount reasonably equivalent to the present value of the Member's ongoing obligation.

9.9 <u>Organizational Expenses</u>. The Company will elect to amortize over the 60-month period beginning with the month in which the Company begins business expenses incurred in organizing the Company ratably as provided in Code Section 709.

9.10 <u>Fiscal and Taxable Year</u>. The fiscal and taxable year of the Company will end on the 31^{st} day of December.

ARTICLE 10 -- DISTRIBUTION AND ALLOCATION RULES

10.1 <u>Cash Available for Distribution</u>. Except as otherwise provided in Article 11.2, at such times as the Managers designate, the Company will distribute Cash Available for Distribution in accordance with the Members' respective Proportionate Shares.

10.2 <u>Cash From a Capital Event</u>. Except as otherwise provided in Article 11.2, at such times as the Managers designate, the Company will distribute Cash from a Capital Event in accordance with the Members' respective Proportionate Shares.

10.3 <u>Allocations of Income, Gain, and Profit</u>. After giving effect to the Tax Regulation Allocations and subject to the Section 704(c) tax allocations described in Article 10.5, the Company will allocate Company net taxable income (and book income), including each item of Company income, gain and profit required to be separately stated as provided in Code Section 702, in accordance with the Members' respective Proportionate Shares except as provided in subsection (b) of this Article 10.3.

10.4 <u>Allocations of Loss and Deduction</u>. After giving effect to the Tax Regulation Allocations and subject to the Section 704(c) tax allocations described in Article 10.5, the Company will allocate Company net taxable loss (and book loss), including each item of Company loss and deduction required to be separately stated as provided in Code Section 702, in accordance with the Members' respective Proportionate Shares. No such losses shall be allocated under the preceding sentence to a Member which would cause such Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any such losses not allocated to a Member due to the foregoing limitation shall be specially allocated to the Members with positive Capital Account balances in proportion to such Capital Account balances until all such Capital Account balances have been reduced to zero and any remainder shall be allocated to the Members in accordance with their respective Proportionate Shares.

10.5 Section 704(c) and Reverse Section 704(c) Tax Allocations. In accordance with Section 704(c) of the Code and with the Regulations, items of taxable income, gain, loss and deduction with respect to any Company asset, other than money, that has been contributed to the Company by a Member or that has been revalued on the books of the Company shall, solely for income tax purposes, be allocated among the Members so as to take into account the difference between the asset's adjusted tax basis immediately before the contribution or revaluation and the value at which the asset is entered on the books of the Company. Unless otherwise agreed by all Members, such allocations shall be made utilizing the "traditional method" set forth in Regulations Section 1.704-3(b).

10.6 <u>Tax Regulation Allocations</u>. The Company will make the following allocations in the following order:

- (a) <u>Company Minimum Gain Chargeback</u>. If Company Minimum Gain has a net decrease during any Company taxable year, the Company will allocate items of income and gain for such year (and, if necessary, for subsequent years) to each Member in the amounts required by Regulations Sections 1.704-2(f) and 1.704-2(g)(2).
- (b) <u>Member Nonrecourse Debt Minimum Gain Chargeback</u>. If Member Nonrecourse Debt Minimum Gain has a net decrease during any Company taxable year, the Company will allocate to each Member who has a share of the Member Nonrecourse Debt Minimum Gain items of income and gain for such year (and, if necessary, for subsequent years) in the amounts required by Regulations Section 1.704-2(i).
- (c) <u>Qualified Income Offset</u>. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), the Company will allocate to the Member items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit, if any, caused by such adjustment, allocation, or distribution, as quickly as possible as required by Regulations Section 1.704-1(b)(2)(ii)(d).

- (d) <u>Nonrecourse Deductions</u>. The Company will allocate each nonrecourse deduction, as defined in Regulations Section 1.704-2(b)(1) and determined in accordance with Regulations Section 1.704-2(c), in accordance with the Members' respective Proportionate Shares. In connection therewith, excess nonrecourse liabilities of the Company (as defined in Regulations Section 1.752-3(a)(3)) will be allocated in accordance with the Members' respective Proportionate Shares.
- (e) <u>Member Nonrecourse Deductions</u>. The Company will allocate each member nonrecourse deduction, as defined in Regulations Section 1.704-2(i)(2), to the Members who bear the economic risk of loss with respect to the liability to which such member nonrecourse deductions are attributable as provided in Regulations Section 1.704-2(i)(1).
- (f) <u>Allocation of Cancellation of Debt Income</u>. The Company will allocate any cancellation of debt income realized by the Company among the Members in proportion to the allocation among the Members (as provided in Code Section 752) of the debt to which such income is attributable.
- (g) <u>Calculation of Minimum Gain</u>. To the extent permitted by Regulations Section 1.704-2(h)(3), the Company may treat distributions of Cash as having been made from the proceeds of a nonrecourse liability or a Member nonrecourse liability only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

10.7 <u>Curative Allocations</u>. The Tax Regulation Allocations are intended to comply with Regulation Sections 1.704-1(b) and 1.704-2. The Tax Regulation Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Managers, to the extent not inconsistent with Code Section 704(b), may allocate items of Company income or loss among the Members so as to offset any distortion resulting from the Tax Regulation Allocations in the amounts that would have been allocable to the Members if the Tax Regulation Allocations were not part of this Agreement.

10.8 <u>Change of Interest</u>. Upon the issuance, increase, decrease or Transfer (pursuant to the terms of this Agreement) of an Interest during any year the Company will allocate income, losses, each item thereof and all other items attributable to such interest in proportion to the number of calendar days in the year that the holder was recognized as the owner for federal income tax purposes of that Interest, without regard for the results of Company operations during the portion of the year in which the holder was recognized as the owner for federal income tax purposes of that Interest, and without regard for the date, amount, or recipient of any distributions made with respect to that Interest. The foregoing allocation rule will not apply if (a) the transferor and transferee agree to an allocation based on the results as of the date of the Transfer and agree to reimburse the Company for the cost of making and reporting their agreed allocation; (b) the Transfer of the Interest causes a termination of the Company within the meaning of Code Section 708; or (c) Code Section 706 and the regulations thereunder require

different allocations. All distributions on or before the date of the Transfer shall be made to the transferor and all distributions thereafter shall be made to the transferee.

10.9 <u>Amounts Withheld</u>. Amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment or distribution by the Company to any Member shall be treated as an amount distributed to such Member pursuant to this Article 10 for all purposes of this Agreement.

10.10 <u>Distribution to Pay Taxes</u>. Except as provided in Article 11.2, no later than 90 days after the end of each respective taxable year of the Company, the Company will distribute Cash to each Member in an amount equal to 45% of such Member's share of the Company's taxable income as shown on the Federal Form K-1 for such taxable year which is prepared for each Member by the Company as part of the Company's Federal income tax return. Generally, the Members expect that such distributions will be made no less frequently than quarterly throughout the year in which such income is earned.

ARTICLE 11 -- DISSOLUTION, LIQUIDATION AND WINDING UP

11.1 <u>Dissolution</u>. The Company shall be dissolved only upon the occurrence of any of the following:

- (a) the written consent of a Majority-in-Interest of the Members;
- (b) an Event of Withdrawal of the sole remaining Member;
- (c) entry of a decree of dissolution under Section 347.143 of the Act; or
- (d) when the Company is not the surviving entity in a merger or consolidation.

Dissolution will take effect on the date of the event giving rise to the dissolution, but the Company will not terminate until its assets have been distributed pursuant to Article 11.2.

11.2 <u>Liquidation and Termination</u>. In a dissolution and winding up of the Company, the Managers (or if no quorum for the Managers can be sustained, a liquidating trustee approved by the Members as provided by Article 5.2), will proceed diligently to wind up the affairs of the Company and distribute its assets pursuant to this Article 11.2. During the interim, the Managers will continue to exercise the rights of and operate the Company consistently with the liquidation thereof, exercising all the power and authority vested by the Act. As expeditiously as possible after the dissolution of the Company:

- (a) The Managers will make or cause to be made a complete accounting of the assets, liabilities and operations of the Company as of the last day of the month in which the dissolution occurs.
- (b) The Managers will use Company assets to pay all liabilities of the Company (including loans from Members but excluding Member Contributions and Member Capital Accounts) and establish a Reserve, if

the Managers deem a Reserve necessary, for payment of future or contingent Company obligations.

- (c) The Company will allocate its estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss under Article 11.2(e), in accordance with Article 9 and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain under Article 11.2(e), in accordance with Article 10.
- (d) The Company will distribute the balance of the proceeds of the liquidation after allocating gain or loss under Article 11.2(c) among the Members who or which have positive balances in their Capital Accounts in proportion to and to the extent of their positive Capital Account balances. Distributions of Company assets may be made in Cash or in kind, in the sole and absolute discretion of the Managers, but, if in kind, they will be deemed distributed at their fair market values on the date of distribution (for federal income tax purposes).
- (e) If any Company property is distributed to the Members in kind, for purposes of reflecting the allocation of gain or loss from liquidation in the Members' Capital Accounts, the Company will make a book adjustment with respect to the property distributed in kind as provided in the Regulations under Code Section 704(b).
- (f) All salable assets of the Company may be sold in connection with any liquidation at public or private sale, at such price and upon such terms as the Managers deem advisable. Any Member or the Managers and any Person related to any Member or the Managers may purchase assets at such sale.

ARTICLE 12 -- GENERAL

12.1 <u>Amendment</u>. The Members may amend this Agreement as provided in Article 5.2 in whole or in part only by a written agreement specifically referring to this Agreement; provided, however, that the Managers shall have the right to amend <u>Exhibit A</u> hereto from time to time as necessary to reflect the issuance and Transfer of Interests in accordance with this Agreement.

12.2 <u>Benefit</u>. This Agreement binds and benefits the parties, their heirs, legal representatives, successors and assigns.

12.3 <u>Computation of Time</u>. In computing any period of time, the day of the act, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, and, if so, the period will run until the end of the next day not a Saturday, Sunday, or legal holiday.

12.4 <u>Construction</u>. Unless the context otherwise requires, when used in this Agreement, the singular includes the plural and vice versa, the whole includes the part and vice versa, and the masculine includes the feminine (and neuter) and vice versa. The words "include", "includes", and "including" will be deemed to be followed by the phrase "without limitation". Captions are inserted for convenience only and will have no legal effect. Each reference to a statute will be deemed to be followed by the words "and the regulations thereunder." "Will" is a mandatory word denoting an obligation to pay or perform. "May" is a permissive word denoting an option. The parties jointly prepared this Agreement. Any uncertainty or ambiguity will not be interpreted against any party but will be interpreted according to the application of the rules of interpretation for arm's length agreements.

12.5 <u>Entire Agreement</u>. This instrument constitutes the entire agreement among the Members concerning the Company. The Members have made no representations, warranties, understandings or agreements concerning the Company other than those expressly included in this Agreement.

12.6 <u>Equitable Relief</u>. The Company and each Member will have the right to seek and obtain equitable relief to enforce this Agreement.

12.7 <u>Execution</u>. The parties may execute this Agreement in any number of counterparts, and each counterpart will, for all purposes, be deemed an original instrument. All such counterparts together will constitute but one and the same Agreement. Facsimile transmission of any original signed counterpart and retransmission of any signed facsimile transmission will be the same as transmission of an original counterpart. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original Agreement.

12.8 <u>Exhibits</u>. All exhibits referred to and attached to this Agreement are incorporated into this Agreement by this reference.

12.9 <u>Attorneys' Fees</u>. The prevailing party in any litigation in connection with this Agreement may recover legal fees and litigation costs incurred in prosecuting or defending such litigation from the nonprevailing party.

12.10 <u>Further Assurances</u>. Each of the parties to this Agreement will execute, acknowledge, deliver, file, record and publish such further certificates, instruments, agreements and other documents, and will take all such further action required by law or necessary in furtherance of the Company's purposes and the intent of this Agreement.

12.11 <u>Governing Law</u>. The substantive law of Michigan will govern this Agreement without regard to its choice of laws rules except to the extent preempted by federal law.

12.12 <u>Invalidity of Provisions</u>. The invalidity, illegality, or unenforceability of any term of this Agreement will not affect the validity, legality or enforceability of the remaining terms of this Agreement; provided that if permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered in determining the intent of the parties with respect to other provisions of this Agreement.

26

12.13 <u>No Waiver</u>. The failure or delay of any party to this Agreement in requiring strict performance by any other party of any term of this Agreement will not constitute a waiver of the term or of the right to require strict performance of the term or any other term.

12.14 <u>Notices</u>. A party may only effect a notice, approval or other communication required or permitted under this Agreement by giving such notice in writing, postage or charges prepaid, and addressed to the address following the Person's name on <u>Exhibit A</u>, and delivering it in person, by certified mail (return receipt requested), or by overnight express delivery service. Delivery by messenger or courier will constitute personal delivery. A Member may change the Member's address for the purpose of this Section by notice to the Company at its principal office in the manner provided in this Section. A notice will become effective and be deemed delivered two days after it is deposited in the mail, one day after it is consigned to an overnight delivery service, or upon receipt of personal delivery.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date: 01/01/2022

MEMBERS:

Anthony Derosa

Lits DR-

Constituting all of the Members of Someday Brewing, LLC

MANAGER:

Anthony Kilimas

Anthong Silinas

27

DETROIT AREA COMMERCIAL BOARD OF REALTORS®

COMMERCIAL NET LEASE FORM (MULTI-TENANT BUILDING)

(1) THIS LEASE is made this 15th day of July 2020 by and between <u>Mary</u> <u>Anne LaHood</u>, whose address is <u>20233 Mack Ave.</u>, <u>Grosse Pointe Woods</u>, <u>Michigan</u> <u>48236</u>("Landlord"), and Someday Brewing LLC____("Tenant").

(2) Description. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease to Tenant the premises described as follows: <u>20746 Mack</u>, <u>Grosse Pointe Woods</u>, <u>Michigan 48236</u> (<u>approximately 1600 sq. ft.</u>) (the "Leased Premises"). The building in which the Leased Premises are located is referred to hereafter as the "Building."

(3) Term. The term of this Lease shall commence on July 15, 2020 and terminate on November 14, 2023 a term of <u>40 months</u>.

	(4)	Base Rent.	Subject to any adjustments set forth below, Tenant shall pay
Landlord as	base ren	nt as follows:	
	Month	ı's 1-4	\$0 base rent plus \$0 CAM
	Month	's 4-40	\$1,600.00 per month plus CAM charges currently \$400.00
			per month

(5) Security Deposit. Upon the signing of this Lease, Tenant shall also pay to Landlord a security deposit in the amount of Two Thousand Dollars (\$2,000.00) to secure Tenant's obligations under this Lease. This security deposit shall not bear interest. Landlord shall have the right (but not the obligation) to apply all or any part of the security deposit toward any amount Tenant has failed to pay hereunder on a timely basis.

Upon execution of the Lease Tenant to pay the Landlord the	following:
Rent and other charges for the month of November 2020	\$2,000.00
Security deposit	<u>\$2,000.00</u>
Total due at signing	\$4,000.00.

(6) Common Area Maintenance Charges. During the term of the Lease, Tenant shall pay to Landlord, as additional rent, Tenant's pro rata share (50%) of Landlord's Common Area Maintenance (hereinafter, "CAM") expenses. CAM expenses are defined as all expenses incurred by Landlord during each calendar year for the administration, maintenance and operation of the Building and the land on which the Building is located (the "Land") including, but not limited to, all common utilities (see paragraph 9 regarding water), landscaping, real property taxes and assessments, personal property taxes on Building assets, insurance premiums. Tenant is responsible for snow removal and salting of sidewalks and parking areas. Parking area is defined as the area directly to the rear of the unit not including the public alley.

Tenant shall pay to Landlord an amount estimated by Landlord to be Tenant's share of CAM expenses on a monthly basis on the first day of each month, which

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amount may be adjusted by Landlord from time to time. Currently the monthly charges are \$400.00 per month.

Within thirty (30) days following December 31st of each year, Landlord shall furnish to Tenant a statement showing the total actual CAM expenses and Tenant's share of total actual CAM expenses for such preceding twelve (12) month period ("Accounting Period"), and the payments made by Tenant with respect to such Accounting Period, covering the Accounting Period just ended. Each statement shall be prepared, signed and certified to be correct by Landlord, and if Landlord is a corporation, the statement shall be signed and certified to be correct by an officer of Landlord.

If Tenant's share of CAM expenses for the Accounting Period exceeds the payments made by Tenant, Tenant shall pay Landlord the deficiency within twenty (20) days after receipt of the statement. If Tenant's payments made during the Accounting Period exceed Tenant's share of CAM expenses, Landlord shall pay Tenant the excess at the time Landlord furnishes the statement to Tenant.

(7) Late Charge. If Tenant shall fail to pay base rent, additional rent or any other amounts due under this Lease, within ___7_ days after such payment is due, Tenant agrees to pay a late charge from the date such payment is due equal to _12%____ percent per annum. Tenant agrees that such amounts are not a penalty but are a reasonable amount to reimburse Landlord for the loss of the use of the funds and the additional administrative costs resulting from late payment.

(8) Insurance and Indemnification. Tenant shall indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the Premises or the Building arising out of Tenant's use of the Leased Premises or any act or omission of Tenant, his agents, employees, contractors or invitees. Throughout the term of this Lease, Tenant will procure and keep in effect during the term of the Lease public liability and property damage insurance for the benefit of Landlord in the sum of \$1,000,000 for damages resulting to one person and \$1,000,000 for damages resulting from one casualty, and <u>\$1,000,000</u> property damage insurance resulting from any one occurrence. All policies shall be in such form and with insurance companies as shall be satisfactory to Landlord with a provision for at least thirty (30) days' advance written notice to Landlord in the event of cancellation. At least twenty (20) days prior to the expiration of any such policy, Tenant shall deliver a substitute therefore with evidence of payment of the premiums, therefore. Upon Tenant's failure to do so, Landlord may at his option obtain such insurance and charge the cost thereof to Tenant as additional rent.

(9) Utilities. During the term of this Lease, Tenant will pay all separately metered utility charges made against the Leased Premises including, but not limited to, gas, heat and electricity, as the same shall become due. Due to the projected water usage of the Tenant Water billing is to be paid as follows: The Tenant's pro-rata share of the water bill will be sent bi-monthly by the Landlord. The current user at 20748 Mack uses 1 unit of water bi-monthly. The Tenant's pro-water share of the water bill will be any usage in excess of 1 unit or its equivalent if the billing cycle changes. The Landlord will bill the Tenant Bi-monthly for its pro-rata share. Tenants share of the water bill will be paid to the Landlord within 14 days of

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invoicing. If the occupancy of 20748 changes to a higher user, a new formula will be used to determine the pro-rata share of the water bill.

(10) Maintenance/Repairs.

(a) __ Landlord __X Tenant (check one) shall perform all necessary maintenance, repairs and replacements to the interior of the Leased Premises, and shall maintain same in good condition and working order, <u>except that the Landlord is responsible for</u> the replacement of the heat exchanger and compressor on the HV/AC system, any underground plumbing, electrical wiring and the electrical panel.

(b) Subject to any obligations of Tenant expressly set forth above, Landlord shall maintain the Building in good condition and working order. Landlord shall not enter the Leased Premises to make repairs or to conduct any maintenance without giving Tenant twenty-four (24) hours' prior notice, except to make emergency repairs.

(c) Notwithstanding any obligations of Landlord to maintain the Leased Premises and the Building contained above, in the event of any damage or destruction resulting from any intentional or negligent acts or omissions of Tenant, or its agents, employees, contractors or invitees, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting an invoice thereof, and such invoiced expenses shall be deemed additional rent.

(11) Cleaning and Janitorial. N/A

(12) Parking/Landscaped Areas. Landlord will maintain in good condition and order, the parking area(s) and landscaped areas. Tenant is responsible the maintenance of ground services, exterior trash, and debris removal, and for snow removal and salting of sidewalks and parking areas. Parking area includes the area to the rear of the premises not including the alley.

(13) Tenant's Alterations. Tenant shall not make any alterations, additions or improvements to the Leased Premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Leased Premises, except movable office furniture and trade fixtures and equipment installed (including brewing and mead making equipment) at the expense of Tenant at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury.

Tenant shall (i) pay before delinquency all costs and expenses of work done or caused to be done by Tenant in the Leased Premises; (ii) keep the title to the Leased Premises and every part thereof free and clear of any lien or any encumbrance in respect of such work; and (iii) indemnify and hold harmless Landlord against any claim, loss, cost, demand (including reasonable legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for such work. Tenant shall within 24 hours notify Landlord of any lien, claim of lien or other action of which Tenant has or reasonably should have

knowledge which affects the title to the Leased Premises or any part thereof and Tenant shall cause the same to be removed within ten (10) days of notice thereof to Tenant. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same and costs and expenses incurred by Landlord in connection with such lien, claim of lien or action shall be paid to Landlord by Tenant as soon as a bill is presented to Tenant and Landlord shall have all remedies provided in this Lease in the event of Tenant's failure to pay. Notwithstanding the foregoing, if Tenant shall desire to contest any lien or claim of lien, Tenant shall have the right to do so by putting up a surety bond in the amount of one hundred fifty percent (150%) of the lien by claim as obligee, which surety company and bond shall be in form and substance satisfactory to the Landlord.

(14) Use and Occupancy. It is understood and agreed between parties hereto that during the term of this Lease, the Leased Premises shall be used an occupied Beer and <u>Wine making, aging, sales, and tasting and related business</u> and for no other purposes without the written consent of Landlord, and that Tenant will not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation.

(15) Damage and Destruction. It is understood and agreed that if the Leased Premises or the Building are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Leased Premises are untenantable and pro rata for the portion rendered untenantable, in case a part only is untenantable, until the same shall be restored to a tenantable condition; provided, however, that if Tenant shall fail to adjust his own insurance or to remove his damaged goods, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act or omission of Tenant, his agents, employees, contractors or invitees, and provided further that if Tenant shall use any part of the Leased Premises for storage during the period of repair a reasonable charge shall be made therefor against Tenant, and provided further that if the Building shall be destroyed to the extent of more than one-half of the value thereof, Landlord may at his option terminate this Lease by written notice to Tenant.

(16) Eminent Domain. If the whole or any substantial part of the Leased Premises shall be taken through the power of eminent domain, this Lease will terminate as of the date of title vesting in the condemning authority. If a lesser portion of the Leased Premises shall be taken through the power of eminent domain, Landlord shall restore the portion that remains, excluding Tenant's improvements, to satisfactory tenantable condition and the rent shall thereafter be reduced in the proportion that the number of square feet taken bears to the total square feet in the Leased Premises before the taking. If the Leased Premises are wholly or partially condemned, Landlord will be entitled to the entire condemnation award, other than any award that may be separately awarded to Tenant by the condemning authority for relocation costs.

(17) Hazardous Materials. Tenant will not cause of permit any Hazardous

Materials (as hereinafter defined) to be released, brought upon, stored, produced, emitted, disposed of or used upon, under or about the Leased Premises, the Building or the Land by Tenant, its agents, employees, contractors or invitees. "Hazardous Materials" means any chemical, substance or material, that is or may be hazardous to human health or the environment that is listed, defined or regulated in any local, state or federal environmental statute or regulation, from time to time adopted. Tenant will indemnify, defend and hold Landlord harmless from and against any damages which arise from Tenant's breach of this Paragraph (17). Tenant's obligations under this Paragraph (17) shall survive the expiration of the Lease.

(18) Occupancy/Zoning Compliance Permits. Upon execution of this Lease, Tenant shall apply to the appropriate municipality for any required re-occupancy and/or zoning compliance permits. In the event that it shall be necessary to make any repairs or improvements in order to obtain any required permit(s), Landlord shall be responsible for the cost of such repair or improvement, unless necessitated by Tenant's use of the Leased Premises, in which case Tenant shall be solely responsible for the cost of same.

(19) Care of Leased Premises. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises (or the Building or the Land). Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and State authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same. It is further agreed that in the event Tenant shall not comply with these provisions, Landlord may enter upon the Leased Premises and remedy same and charge the cost of same to Tenant as additional rent.

(20) Condition of Leased Premises at Time of Lease. Tenant further acknowledges that he has examined the Leased Premises prior to entering into this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or his agent, which are not herein expressed, and Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.

(21) Landlord Liability. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or his property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Building, or from bursting, stoppage or leakage of water, gas, sewer or steam pipes, or from any interruption or cessation of utility service to the Leased Premises.

(22) Re-Renting. Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this Lease, Landlord may show the Leased Premises to prospective tenants, and sixty (60) days prior to the termination of this Lease, may display in and about the Leased Premises and in the windows thereof, the usual and ordinary "FOR RENT" signs. Landlord will give Tenant a 24-hour notice prior to any showing.

(23) Assignment/Subletting. Tenant covenants not to assign or transfer this

Lease or hypothecate or mortgage the same or sublet the Leased Premises or any part thereof without the written consent of Landlord.

(24) Landlord's Right to Mortgage. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the Leased Premises. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument of instruments for and in the name of Tenant.

(25) Estoppel Certificate. Tenant from time-to-time shall, upon request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified), the dates to which rent and other charges have been paid; that Landlord is not in default hereunder (or specifying the nature of any default(s) Tenant claims to exist at the time of such certification), and such other matters pertaining to this Lease and Tenant's occupancy of the Leased Premises as Landlord may request, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by Landlord, a prospective purchaser of Landlord's interest, or mortgagee.

(26) Holding Over. It is hereby agreed that in the event Tenant shall hold over after the termination of this Lease, thereafter the tenancy shall be from month to month, subject to all the provisions of the Lease in effect on the day before the expiration of the tenancy, except for those relating to the term and except that the base rent shall be One Hundred Ten percent (110%) of the amount payable during the last month of the Lease, without prejudice to any claim for damages or otherwise which Landlord may have against Tenant for failure to vacate the Premises at the expiration of the term.

(27) Exterior of Building. Landlord has not conveyed to Tenant any rights in or to the outer side of the outside walls of the Leased Premises or the Building. Tenant may not display or erect any lettering, sign, advertisement, awning, or other improvement to the exterior of the Leased Premises or the Building, without the prior consent of Landlord. Tenant has the right to use the existing sign box/frame on the south side of the building. Any signage must be permitted by the City of Grosse Pointe Woods

(28) Quiet Enjoyment. Landlord covenants that Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the term hereof.

(29) Landlord's Right to Cure. If Tenant shall default in any payment or expenditure required to be paid or expended by Tenant, or default in any other obligation of Tenant under the terms of this Lease, Landlord may at its option make such payment or expenditure, or perform Tenant's obligations under this Lease, in which event the payments or

expenditures made by Landlord, and the costs and expenses of such performances incurred by Landlord shall be payable as additional rent to Landlord by Tenant on the next ensuing rent day together with interest at the default rate set forth in Paragraph (7) hereof, from the date of such payment or expenditure or incurring of such costs and expenses by Landlord, and on default in such payment Landlord shall have the same remedies as on default in payment of rent.

(30) Tenant's Default. The occurrence of any one or more of the following events shall be default under and breach of this Lease by Tenant:

a. If Tenant shall fail to pay any installment of base rent, additional rent, or any portion thereof, or any other amounts due and payable under the terms of this Lease, when the same shall be due and payable within seven days of the due date.

b. If Tenant shall fail to comply with any other provision of this Lease and Tenant shall have failed to cure such failure within fifteen (15) days after the sending of written notice from Landlord of such noncompliance (in the case of a failure which cannot with due diligence be cured within a period of fifteen (15) days, Tenant shall have such additional time to cure same as may reasonably be necessary, provided Tenant commences curing such failure within the fifteen (15) day period and proceeds promptly, effectively, continuously and with due diligence to cure such failure after receipt of said notice);

c. If any proceedings are commenced by or against Tenant for the purpose of subjection of the assets of Tenant to any claims relating to bankruptcy or insolvency or for an appointment of a receiver for Tenant or Tenant's assets; or

d. If Tenant shall do or permit to be done anything which creates a lien upon the Leased Premises.

Upon the occurrence of any event of default set forth in this paragraph, or elsewhere in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

1. Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this paragraph shall survive the termination of this Lease; or

1999 Detroit Area Commercial Board of REALTORS

7

2. Landlord may, without terminating this Lease, re-enter the Leased Premises and relet all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease term and for rent and on any terms and conditions acceptable to Landlord in its sole discretion, including terms and conditions substantially different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent reletting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease term, together with all of Landlord's reasonable costs and expenses for reletting the Leased Premises, including any real estate commissions and the cost of all repairs and Tenant finish improvements. Taking possession of the Leased Premises by Landlord pursuant to this subsection shall not be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant default, Landlord may at any time alter such reletting elect to terminate this Lease for such default.

In addition to the foregoing, Landlord may also sue for injunctive relief or to recover damages for any loss resulting from the breach.

(31) Remedies Not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

(32) Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

(33) Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way or subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releaser to recover thereunder. Landlord and Tenant each agree that their policies will include such a clause or endorsement so long as the same shall be obtainable.

(34) Delay of Possession. It is understood that if Tenant shall be unable to enter into and occupy the Leased Premises at the time above provided, by reason of the Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Leased Premises, or as a result of any cause or reason beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefor, but during the period Tenant shall be unable to occupy the Leased Premises as hereinbefore provided, the

rental therefor shall be abated and Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy.

(35) Notices. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known Post Office address or at the Leased Premises and deposited in the mail with postage prepaid and if such notice to Landlord is in writing addressed to the last known Post Office address of Landlord and deposited in the mail with postage prepaid.

(36) Gender. It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

(37) Covenants. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

(38) Option to renew: Tenant shall have the option to renew this lease for two (2) additional five (5) year terms, on the same terms and conditions specified herein, except that the base monthly rental for each renewal term shall be increased over the base monthly rental for the previous term by the percentage increase in the Consumers Price Index for all urban consumers as maintained by the U.S. Department of Labor, Bureau of Labor Statistics for the Metropolitan Detroit Areas for the calendar month in which the renewal term begins over the calendar month in which the initial term shall have begun; provided that the increase for a renewal term shall in no event exceed 15% of the base rent for the prior term, and may only be exercised and effective if the Tenant is not in default under the terms of the Lease at the time of exercise or on the expiration of the next prior term.

(39) Tenant accepts the premises as is. Tenant agrees to accept the premises in its present condition. The Landlord agrees to correct any code violations if any as determined by the Grosse Pointe Woods Building Department.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD: Mary Anne LaHood

By: Alger P. LaHood, Agent 20233 Mack Avenue, **Grosse Pointe Woods, MI 48236** 313-885-5950

TENANT: Someday Brewing LLC

In

nthony Kilimas, Membe

This form is provided as a service of the Detroit Area Commercial Board of REALTORS'. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Detroit Area Commercial Board of REALTORS" is not responsible for the use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Received of anthony Kilimas December 202 rent. in Next sayment dec Janein 1, 2021

Section 7, Item A.



SOMEDAY BREWING

PERMIT SET 20746 MACK AVE.

GROSS POINTE WOODS, MI 48236

10/11/2021

20746 MACK AVE GROSS POINTE WOODS, MI 48236

D

MR. ANTHONY KILIMAS

SOMEDAY BREWING, LLC 20746 MACK AVE GROSS POINTE WOODS, MI MECHANICAL AND ELECTRICAL PES GROUP, INC ENGINEER-LANDLORD:

GENERAL CONTRACTOR:

ARCHITECT OF RECORD:

PROJECT LOCATION:

OWNER:

DOKES DESIGN ARCHITECTURE, LLC.

KIMBERLY N. DOKES, RA NCARB STATE OF MICHIGAN CERTIFICATE NO. 13001056166 607 SHELBY ST. SUITE 731 DETROIT MI, 48226 www.dokesdesign.com (248) 763-3678

STRUCTURAL ENGINEER:

2

С	ODE S	UMMARY		SHEET IND	DEX	ΞX							
PROJECT DESCRIPTION:	OF AN EXISTI	EWERY IS A TENANT BUILDOUT RENOVATION ING ONE - STORY COMMERCIAL SPACE. WILL BE USED AS SMALL SCALE MEADERY.					Sheet Issu	JED					
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OCCUPANCY CLASSIFICATION:	В		#	SHEET TITLE	CLIENT REVIEW 12/23/20	90% CD							
CONSTRUCTION TYPE:	(TYPE IIA, NON	N-SPRINKLERED, NO FIRE ALARM SYSTEM)	"		T R	CLIENT REVIE	PERMIT SET						
CCUPANT LOAD:	15 PERSONS				LIEN 12/	W							
PPLICABLE CODES:	BUILDING: MECHANICAL:	MICHIGAN BUILDING CODE (MBC) 2015. MICHIGAN MECHANICAL CODE (MMC) 2015			O								
	PLUMBING: ELECTRICAL:	MICHIGAN PLUMBING CODE (MPC) 2015 MICHIGAN/NATIONAL ELECTRICAL CODE (NEC)	COVER	COVER									
	LIFE SAFETY:	2014 W/PART 8 AMENDMENTS MICHIGAN BUILDING CODE (MBC) 2015,	G100	GENERAL ARCHITECTURE NOTES									
	ACCESSIBILITY:		G101	GENERAL PROJECT INFO			↓_↓						
	AUUESSIBILII Y:	A117.1 2009 — WHERE REFERENCED	G102	CODE SUMMARY & LIFE SAFETY PLAN									
			ARCHITE	L CTURAL									
			A101	FLOOR PLAN									
			A102	ELEVATIONS									
			A103	REFLECTED CEILING PLAN									
			A201	DETAILS									
			ELECTRI	CAL									
			E001	ELECTRICAL ABBREVIATIONS, SYMBOLS LIST & GENERAL NOTED									
			E101	LIGHTING FLOOR PLAN									
			E102	ELECTRICAL POWER FLOOR PLAN									
			E201	ELECTRICAL ONE LINE DIAGRAM, SCHEDULES & DETAILS									
			MECHAN										
			M-0	ABBREVIATIONS,NOTES & SYMBOLS									
			M-1	FIRST FLOOR PLAN - MECHANICAL HVAC									
			M-2	FIRST FLOOR PLAN – MECHANICAL PLUMBING									
			M-3	MECHANICAL SCHEDULES AND DETAILS									
			STRUCTU	JRAL									
			S-001	STRUCTURAL NOTES & ABBREVIATIONS									
			S-101	MASONRY/SLAB & FRAMING PLANS									
			S-501	MASONRY SLAB, & ROOF FRAMING DETAILS									



CONTACT: GOPU PILLAI 30300 NORTHWESTERN HWY. SUITE 260 FARMINGTON HILLS, MI 48334

THE ROY COMPANY CONTACT: ANDREW ROY 607 SHELBY, SUITE 710 DETROIT, MI 48226

STRUCTURAL ENGINEER (SE) 2727 SECOND AVENUE

SUITE 129 DETROIT, MI 48201 JOSEPH M. LAVERE, P.E.

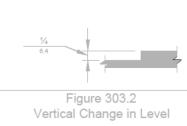
LOCATION MAP



THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICES ARE THE PRIORITY OF DOKES DESIGN ARCHTIECTURE LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY REASON WITHOUT THE WRITTEN AUTHORIZATION OF DOKES DESIGN ARCHTIECTURE LLC.
CONSULTANT:
CLIENT:
MR. ANTHONY KILIMAS Someday brewing, LLC 20746 MACK AVE.
GROSSE POINTE WOODS, MI 48236
PROJECT:
SOMEDAY BREWING 20746 MACK AVE GROSS POINTE WOODS
M⊢ 48236
PERMIT SET 10/11/21 90% CD CLIENT REVIEW 8/30/21 CL ENT REV EW 12/23/20
REVISION DATE SEAL:
C NED ARCHITECT
SHEET TITLE:
COVER
Dote: 09.20.21 Project Number:
SHEET NUMBER:
COVER

DEPARTMENT OF JUSTICE - SEPTEMBER 15, 2010 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN *FIGURES PRODUCED BY THE U.S. ACCESS BOARD 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN 4 max 60 min 1525 48 min

Figure 307 2 Limits of Protruding Objects



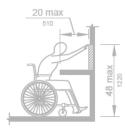


Figure 308.2.2a Obstructed High Forward Reach

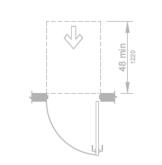


Figure 404.2.4.1b Maneuvering Clearance at Manual Swinging Doors and Gates, Front Approach, Push Side

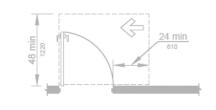


Figure 404.2.4.1h Maneuvering Clearance at Manual Swinging Doors and Gates, Latch Approach, Pull Side

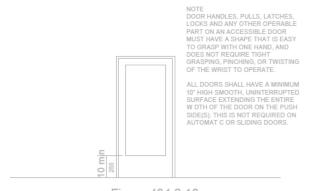
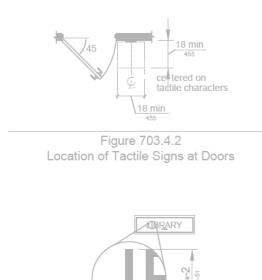


Figure 404.2.10 Door and Gate Surfaces





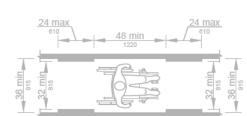


Figure 403.5.1 Clear Width of an Accessible Route

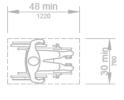


Figure 305.3 Clear Floor or Ground Space

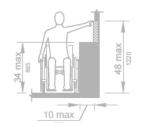


Figure 308.3.2a Obstructed High Side Reach

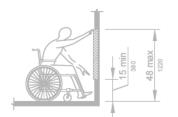


Figure 308.2.1 Unobstructed Forward Reach

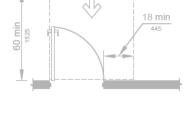


Figure 404.2.4.1a Maneuvering Clearance at Manual Swinging Doors and Gates, Front Approach, Pull Side

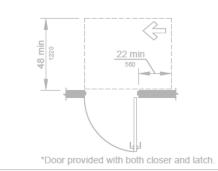


Figure 404.2.4.1g Maneuvering Clearance at Manual Swinging Doors and Gates, Hinge Approach, Push Side

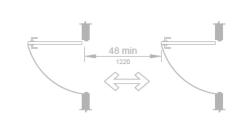


Figure 404.2.6a Doors in Series and Gates in Series

Figure 703.4.1 Height of Tactile Characters Above Floor or Ground $\frac{1}{2}$ min



Figure 505.5 Handrail Clearance

Figure 405.9.2 Curb or Barrier Edge Protection

24 min base 36 min \ <u>12 min</u> $\frac{12 \text{ min}}{305}$

Figure 304.3.2 T-Shaped Turning Space

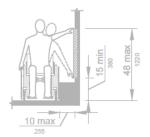


Figure 308.3.1 Unobstructed Side Reach

Figure 404.2.4.1d Maneuvering Clearance at Manual Swinging Doors and Gates, Hing Approach, Pull Side

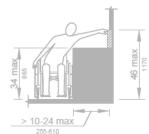


Figure 308.3.2b Obstructed High Side Reach

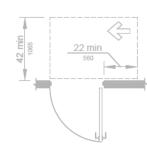


Figure 404.2.4.1f Maneuvering Clearance at Manual Swinging Doors and Gates, Hinge Approach, Push Side

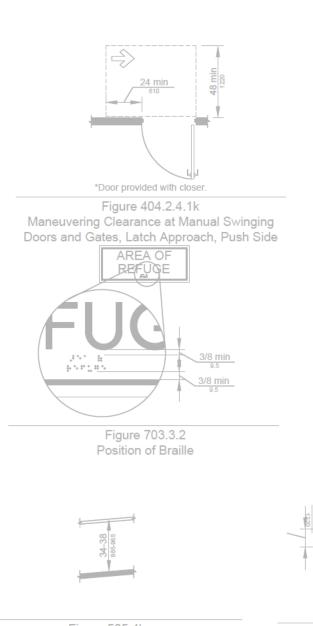
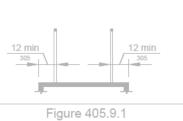


Figure 505.4b Handrail Height, Ramps

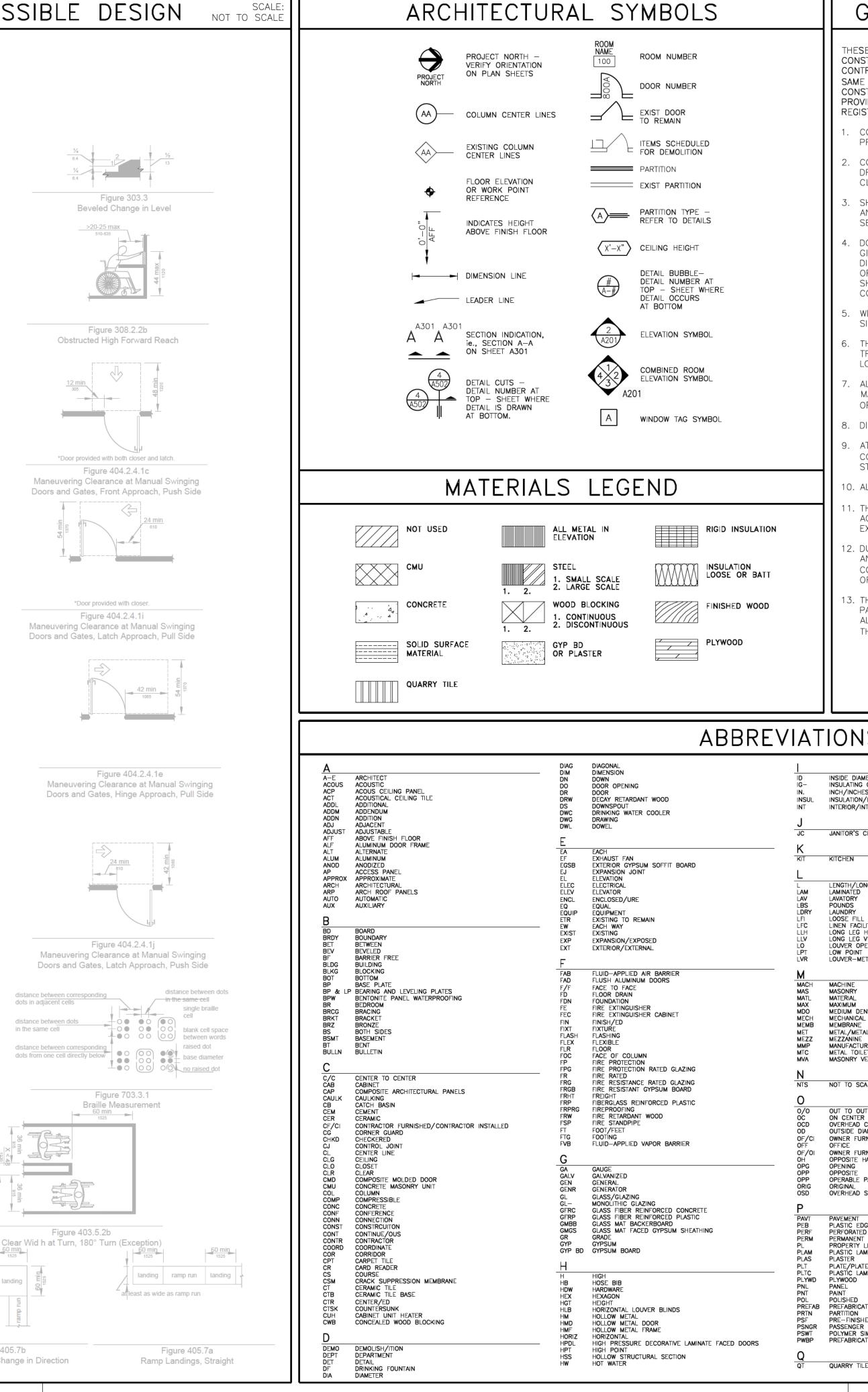


Extended Floor or Ground Surface Edge Protection

60 min 1525

landing

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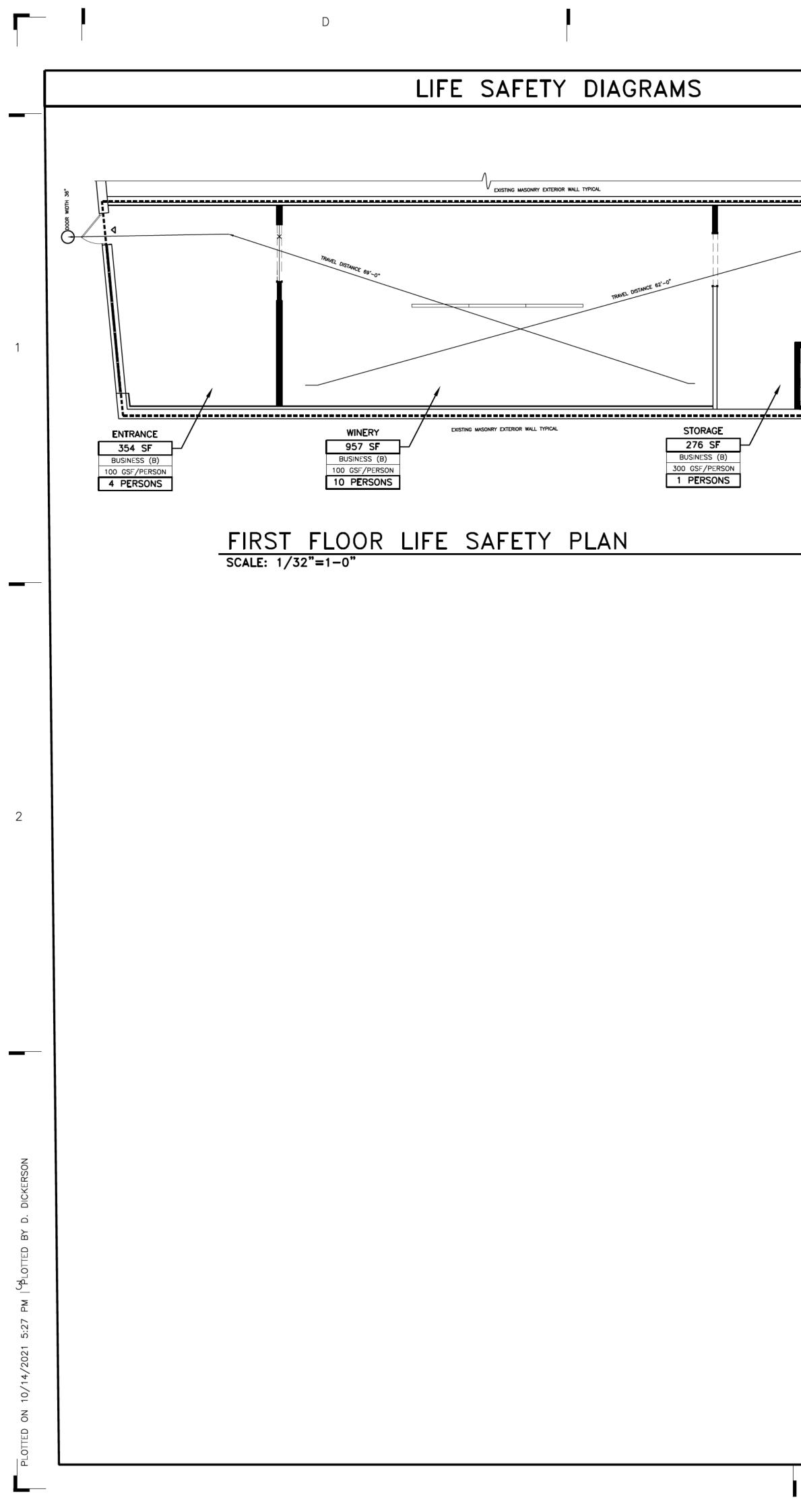
GENERAL ARCHITECTURAL NOTES

THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES, ISSUED AND APPROVED CODE MODIFICATIONS AND/OR CITY/STATE CONSTRUCTION BOARDS OF APPEALS AND RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.

- CONTRACTOR SHALL RECEIVE CERTIFIED OR ACCEPTED EQUIPMENT DRAWINGS PRIOR TO PROCEEDING WITH AFFECTED WORK.
- CONTRACTOR SHALL REVIEW DIMENSIONS SHOWN ON CONTRACT DRAWINGS, SHOP DRAWINGS, AND SUBMITTALS. REPORT INCONSISTENCIES TO ARCHITECT AND RECEIVE CLARIFICATION PRIOR TO PROCEEDING.
- SHEET NUMBERS INDICATED AT SECTIONS OR DETAILS ARE FOR CONVENIENCE ONLY AND ARE NOT INTENDED TO NECESSARILY IDENTIFY ALL CONDITIONS WHERE THE SECTION OR DETAIL MAY BE REFERENCED.
- 4. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL RELY ON WRITTEN DIMENSIONS AS GIVEN. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATIONS. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR AND COORDINATED WITH ALL OF THE WORK OF ALL TRADES. IF DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE THE COMMENCEMENT OR RESUMPTION OF WORK.
- WHERE DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY TO ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS.
- . THESE DRAWINGS ARE COMPLEMENTARY AND INTERRELATED; WORK OF ANY INDIVIDUAL TRADE IS NOT NECESSARILY CONFINED TO SPECIFIC DOCUMENTS, CHAPTERS OR LOCATIONS.
- ALL DIMENSIONS ARE FROM : FACE OF CONCRETE AT CONCRETE WALLS, FACE OF MASONRY AT CMU PARTITIONS, FINISHED FACE AT DRYWALL PARTITIONS OR CENTERLINE OF COLUMN, UNLESS NOTED OTHERWISE (REFER TO SYMBOL LEGEND).
- 8. DIMENSIONS FOR MASONRY CONSTRUCTION ARE NOMINAL
- 9. AT WALL HUNG EQUIPMENT, MILLWORK AND ACCESSORIES PROVIDE WALL REINFORCING. CONTRACTOR'S OPTION: NON-COMBUSTIBLE WOOD BLOCKING OR 16 GA X 8" METAL STRAPPING. REFER TO INDIVIDUAL ELEVATIONS FOR LOCATION ABOVE FLOOR.
- 10. ALL MATERIALS ARE NEW U.N.O. REFER TO DEMO PLANS FOR MATERIALS TO REMAIN.
- 1. THE GENERAL CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) IN ACCORDANCE WITH ACT 53, P.A. 1974 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION.
- 12. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DAMAGE ANY EXISTING MATERIALS, ITEMS OR CONDITIONS. SHOULD SUCH DAMAGE OCCUR, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL SUCH DAMAGED MATERIALS, ITEMS OR CONDITIONS AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER.
- 13. THE WORK SHALL NOT BE CONSIDERED COMPLETE AND CERTIFICATION OF THE FINAL PAYMENT WILL NOT BE MADE UNTIL DEBRIS HAS BEEN REMOVED FROM THE JOB SITE, ALL UNUSED CONSTRUCTION MATERIAL AND ITEMS HAVE EITHER BEEN REMOVED FROM THE BUILDING OR STORED AT THE OWNER'S DIRECTION.

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	RESIL	RESILIENT
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TH/LONG	RTF	RESILIENT TILE FLOORING
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POINT	SMR	SINGLE-PLY MEMBRANE ROOFING
/ER-METAL WALL	SMW	SHEET MEMBRANE WATERPROOFING
	SPEC	SPECIFICATION
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DNRY	SRP	STRUCTURAL ROOF PANELS
RIAL	SRWD	STILE AND RAIL WOOD DOOR
MUM UM DENSITY OVERLAY VENEER FACED DOOR	SS SSTL	STRUCTURAL STEEL STAINLESS STEEL
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ER FURNISHED/CONTRACTOR INSTALLED	TV	TELEVISION
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ER FURNISHED/OWNER INSTALLED	TYP	TYPICAL
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TIC LAMINATE		
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EL T	WFC	WASTE FACILITY CHUTE
IT SHED	WMS	WALL MOUNTED SHELVING
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-FINISHED STEEL DOOR FRAME	WPFG WWF	WATERPROOFING
SENGER		WELDED WIRE FABRIC

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archite THIS DOCUMENT AND THE IDEAS AND HEREIN AS AN INSTRUMENT OF PRO THE PRIORITY OF DOKES DESIGN ARE NOT TO BE USED IN WHOLE OR WITHOUT THE WRITTEN AUTHORIZ	D DESIGNS INCORPORATED DFESSIONAL SERVICES ARE ARCHTIECTURE LLC. AND IN PART FOR ANY REASON
ARCHITECTURE LLC. CONSULTANT:	
CLIENT: MR. ANTHONY SOMEDAY BREN	
20746 MACI GROSSE POINTE 48236	K AVE. WOODS, MI
SOMEDAY BF 20746 MAC GROSS POINT MI 482	K AVE E WOODS
есеняюнт 2020 DOKES 05500	N ANCHTECTURE, L.G.
PERMIT SET 90% CD CL ENT REV EW CLIENT REVIEW REVISION SEAL:	10/11/21 8/30/21 12/23/20 DATE
SHEET TITLE: GENER ARCHITEC	
Date: 09.20.21 Project Number: SHEET NUMBER:	
G10	00



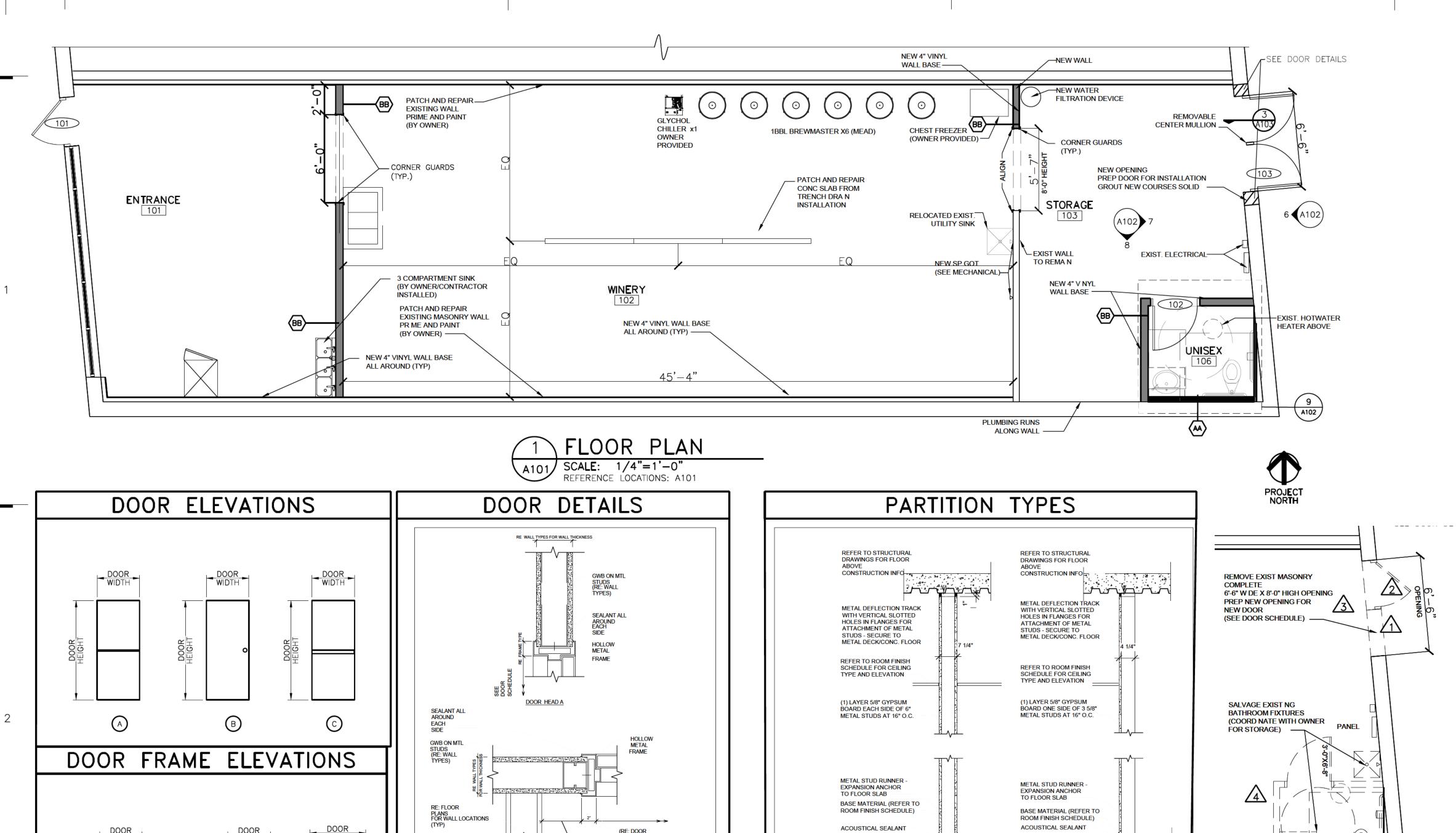
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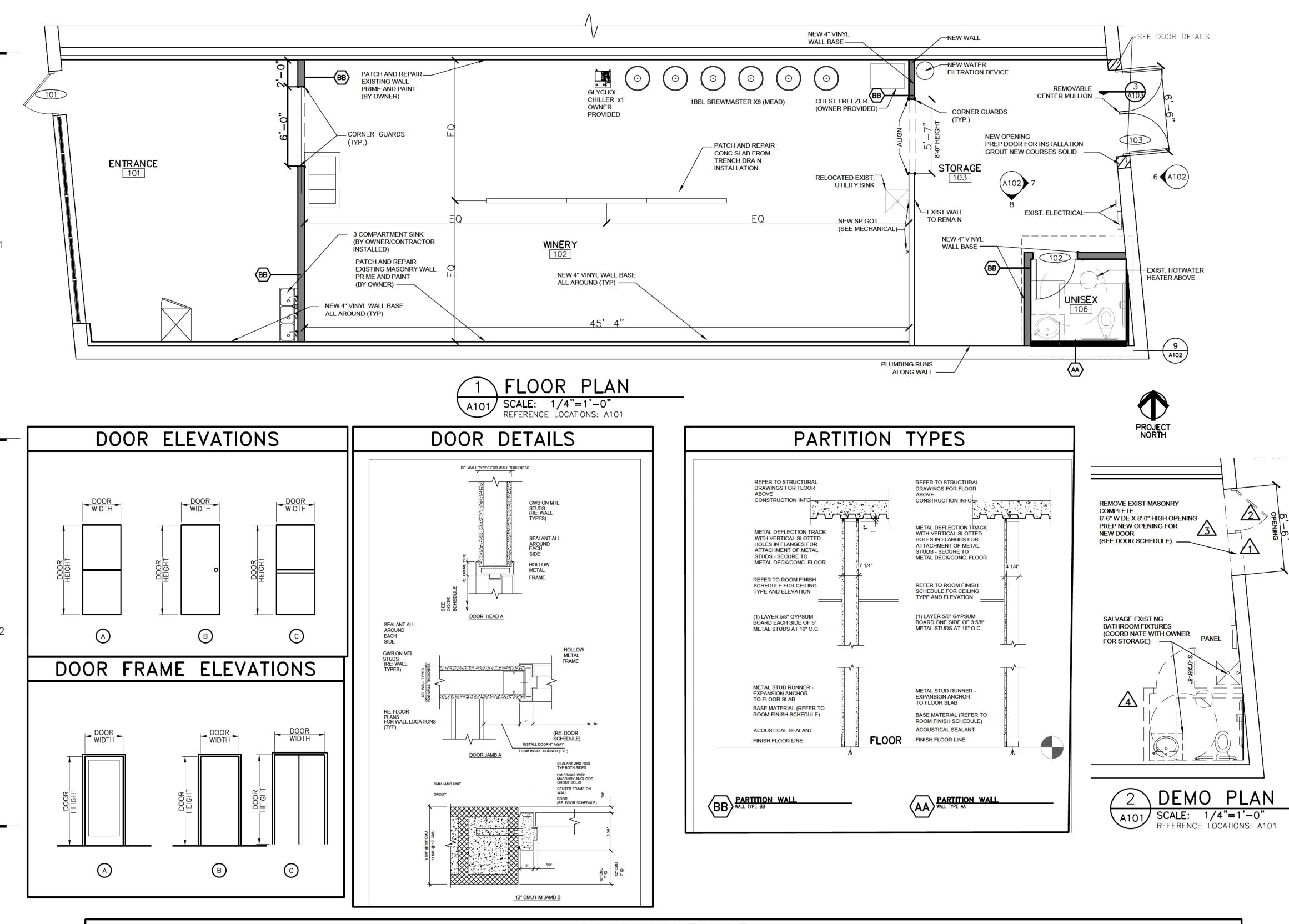
	LEGEND	CODE	SUN
	► FIRE EXIT > EGRESS PATH	SECTION 1 - GENERAL DESCRIPTION PROJECT NAME: SOMEDAY BREWERY PROJECT NAME: SOMEDAY BREWERY	CHAF
	1 HOUR WALL	PROJECT DESCRIPTION: SOMEDAY BREWERY IS A TENANT BUILDOUT RENOVATION OF AN EXISTING ONE – STORY COMMERCIAL SPACE. THE SPACE WILL BE USED AS SMALL SCALE MEADERY. APPLICABLE CODES:	N
R WDTH 36"X2		BUILDING:MICHIGAN BUILDING CODE (MBC) 2015MECHANICAL:MICHIGAN MECHANICAL CODE (MMC) 2015PLUMBING:MICHIGAN PLUMBING CODE (MPC) 2015ELECTRICAL:MICHIGAN/NATIONAL ELECTRICAL CODE (NEC) 2014 WITH PART 8 AMENDMENTSLIFE SAFETY:MICHIGAN BUILDING CODE (MBC) 2015	E
NGE 200-		NFPA 101 2009 DETROIT FIRE CODE ENERGY: MICHIGAN ENERGY CODE (MEC) 2015 ANSI/ASHRAE/IESNA STANDARD 90.1–2013 – ENERGY STANDARD FOR BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS ACCESSIBILITY: MICHIGAN BUILDING CODE (MBC) 2015 ICC/ANSI A117.1 2009 EX 611/707	C
		ADA ACCESSIBILITY GUIDELINES (ADAAG)	E
		ZONING ORDINANCE: <u>CITY OF GROSSE POINT WOODS</u> ZONED: C PARKING REQUIREMENTS: 2 – SEC. 50–530 LINE #7: ONE FOR EACH EMPLOYEE ON THE PREMISES DURING THE PEAK EMPLOYMENT SHIFT + ONE FOR EACH MOTORIZED DELIVERY VEHICLE IN DELIVERING GOODS SOLD BUILDING HEIGHT LIMIT: <u>17FT-8IN</u> <u>1 STORIES</u> SETBACKS: FRONT: <u>EXISTING</u> REAR: EXISTING SIDE: <u>EXISTING</u> OTHER REQUIREMENTS:	
		• NONE <u>CHAPTER 3 – USE AND OCCUPANCY CLASSIFICATION</u>	CHAF
		PREVIOUS USE GROUP(S): <u>GROUP B</u> PROPOSED USE GROUP(S) (CHAPTER 3): <u>GROUP B</u>	M
		MIXED OCCUPANCY: <u>No</u> OCCUPANT LOAD PER FLOOR (SECTION 1004.1, TABLE 1004.1.2): <u>100 GROSS SF PER PERSON</u> INCREASED OCCUPANT LOAD PER FLOOR (SECTION 1004.2): <u>000 GROSS SF PER PERSON</u> OCCUPANT LOAD SEPARATED BY USE GROUP AREA PER FLOOR (SECTION 1004.1, TABLE 1004.1.1):	т
		FIRST FLOOR: ENTRANCE 354 SF 4 PERSON WINERY 957 SF 10 PERSON	<u>CHAF</u> s
		STORAGE 276 SF 1 PERSON TOTAL: 1,587 SF 15 PERSONS	<u>CHAF</u> s
		CHAPTER 6 – TYPES OF CONSTRUCTION	I
		CONSTRUCTION CLASSIFICATION (SECTION 602, TABLE 601): <u>IIA</u> FIRE RESISTANCE RATING FOR THE BUILDING'S INDIVIDUAL STRUCTURAL ELEMENTS (TABLE 601): STRUCTURAL FRAME: <u>1 HRS</u>	
		EXTERIOR BEARING WALLS: <u>1 HRS</u> INTERIOR BEARING WALLS: <u>1 HRS</u>	I
		EXTERIOR NONBEARING WALLS AND PARTITIONS (TABLE 602): 1 <u>HRS</u> INTERIOR NONBEARING WALLS AND PARTITIONS: <u>0 HRS</u> FLOOR CONSTRUCTION – INCLUDING SUPPORTING BEAMS AND JOISTS: <u>1 HRS</u>	
		ROOF CONSTRUCTION - INCLUDING SUPPORTING BEAMS AND JOISTS: <u>1 HRS</u> FIRE RESISTANCE RATING FOR ALL FIRE WALLS (SECTION 706, TABLE 706.4): <u>3 HRS</u> SECTION 603.1: COMBUSTIBLE MATERIALS PERMITTED (INCLUDING MILLWORK, WALL & CEILING FINISHES, & BLOCKING)	Ľ
		CHAPTER 7 - FIRE AND SMOKE PROTECTION FEATURES	2
		FIRE RESISTIVE REQUIREMENTS FOR OPENINGS IN FIRE-RATED EXTERIOR WALLS (SECTIONS 705 AND 716, TABLE 705.8): Allowable area of openings per story (Section 705.8): <u>Protected-No limit +</u>	
		UNPROTECTED-NO LIMIT MAX PROPOSED AREA OF OPENINGS/STORY (SECTION 705.8.4): <u>PROTECTED-NO LIMIT +</u> <u>UNPROTECTED-NO LIMIT</u>	
		FIRE RESISTIVE RATING OF OPENINGS (SECTION 716, TABLE 716.5): <u>O HRS</u> FIRE RESISTANCE RATINGS FOR ALL VERTICAL/HORIZONTAL FIRE BARRIERS (SECTION 707, TABLE 707.3.10): EXIT ENCLOSURES (SECTION 1023.2): <u>N/A</u> EXIT PASSAGEWAY (SECTION 1024.3): N/A	
		HORIZONTAL EXIT (SECTION 1026.2): N/A SINGLE OCCUPANCY FIRE AREAS (SECTIONS 707 & 711.2.4.2, TABLE 707.3.10): N/A	
		FIRE RESISTANCE RATING FOR ALL VERTICAL SHAFT ENCLOSURES (SECTION 713): SHAFTS LESS THAN FOUR STORIES <u>1 HR (OR FLOOR RATING IF GREATER)</u> FIRE RESISTANCE RATING FOR FIRE PARTITIONS (SECTION 708):	
		DEMISING WALLS (SECTIONS 420.2 AND 708): <u>1 HRS</u> <u>CHAPTER 9 – FIRE PROTECTION SYSTEMS</u> <u>DEFERRED SUBMITTAL:</u> N/A	
		SMOKE DETECTION AND FIRE ALARM SYSTEM (SECTION 907): REQUIRED: NOT REQUIRED	
		PROPOSED: <u>N/A.</u> Automatic Sprinkler System (sections 903 and 904): Required: <u>Not Required.</u>	
		PROPOSED: <u>N/A</u> STANDPIPE SYSTEM (SECTION 905):	
		REQUIRED: <u>NOT REQUIRED</u> PROPOSED: <u>N/A</u> EXTERIOR OPENINGS PROTECTED BY WATER CURTAIN (SECTION JOE 8.0), NO	
		 EXTERIOR OPENINGS PROTECTED BY WATER CURTAIN (SECTION 705.8.2): NO ADDITONAL FIRE PROTECTION NOTES PORTABLE FIRE EXTINGUISHERS (SECTION 906): MAX TRAVEL DISTANCE TO EXTINGUISHER = 75 FEET. PROVIDE FIRE DEPARTMENT CONNECTIONS PER APPLICABLE NFPA STANDARD (SECTION 912). SEE FIRE PROTECTION DRAWINGS FOR ADDITIONAL INFO. 	
	PROJECT NORTH		
	0 8'16'32'64' SCALE : 1/32"=1'-0"		

MMARY

TER 10 - MEANS	OF EGRESS
	ION 1004), SEE LIFE SAFETY DIAGRAMS.
•	1006, TABLES 1006.2.1 AND 1006.3.1):
REQUIRED PER FLOOR:	2
PROVIDED PER FLOOR:	2
RRIDOR WIDTH (SECTIONS	1005 & 1020.2):
MINIMUM REQUIRED AT	EACH FLOOR: <u>36"</u>
MINIMUM PROVIDED AT	EACH FLOOR: <u>N/A</u>
RESS DOOR WIDTH (SECTIO	NS 1005 & 1010.1):
MINIMUM REQUIRED AT	EACH FLOOR: <u>32"</u>
MINIMUM PROVIDED AT	EACH FLOOR: <u>36"</u>
MMON PATH OF EGRESS T	RAVEL (SECTION 1006.2.1):
MAXIMUM ALLOWABLE L	
MAXIMUM LENGTH PRO	/IDED: 69 FT
SEPARATION DISTANCE (SECTION 1015.2):
MINIMUM ALLOWABLE: 5	5 FT
MINIMUM PROVIDED: N/	/A
	E (SECTION 1017, TABLE 1017.2):
MAXIMUM ALLOWABLE:	
MAXIMUM PROVIDED: 6	
AD END CORRIDORS (SECT	
MAXIMUM ALLOWABLE L	
MAXIMUM LENGTH PRO	
DITONAL EGRESS NOTES	
	S SHALL BE ILLUMINATED AT ALL TIMES (SECTION 1008)
- INC WEANS OF LOKES	STALL DE TELOMINATED AT ALL TIMES (SECTION 1000)
FR 12 – INTERI	OR ENVIRONMENT
N imum ceiling height (Se	CTION 1208.2): 7'-6" AFF
(SECTION 1208.2): 7'-	0° AFF
· · · · · · · · · · · · · · · · · · ·	
DILET ROOM & BATHROOM I	TINISH MATERIALS (SECTION 1210):
IN ALL TOILET, BATHING	AND SHOWER ROOMS, FLOOR FINISHES AND FINISHES ON WALLS AND
	EET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL BE HARD AND
NONABSORBENT.	
TER 17 – SPECI	AL INSPECTIONS & TEST
	AL INSPECTIONS & TEST
	AL INSPECTIONS & TEST
ECIAL INSPECTIONS: NONE	
recial inspections: <u>none</u> TER 29 – PLUME	BING SYSTEMS
recial inspections: <u>none</u> TER 29 – PLUME	
ECIAL INSPECTIONS: <u>NONE</u> [ER 29 — PLUME E MBC SECTION 1109.5 R	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED.
ECIAL INSPECTIONS: <u>NONE</u> [ER 29 — PLUME E MBC SECTION 1109.5 R	BING SYSTEMS
ECIAL INSPECTIONS: <u>NONE</u> [ER 29 — PLUME E MBC SECTION 1109.5 R	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED.
PECIAL INSPECTIONS: <u>NONE</u> TER 29 — PLUME E MBC SECTION 1109.5 R	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2):
ECIAL INSPECTIONS: <u>NONE</u> [ER 29 — PLUME E MBC SECTION 1109.5 R	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2): UNISEX - OCC LOAD <15
ECIAL INSPECTIONS: <u>NONE</u> [ER 29 - PLUM] E MBC SECTION 1109.5 RI ILET FIXTURES REQUIRED (<u>FIRST FLOOR:</u> <u>WATER CLOSETS</u>	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2): UNISEX - OCC LOAD <15 UNISEX 1
ECIAL INSPECTIONS: <u>NONE</u> <u>ER 29 – PLUME</u> E MBC SECTION 1109.5 RI <u>ILET FIXTURES REQUIRED (</u> <u>FIRST FLOOR:</u> <u>WATER CLOSETS</u> <u>LAVATORIES</u>	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2): UNISEX - OCC LOAD <15 UNISEX
ECIAL INSPECTIONS: <u>NONE</u> ER 29 – PLUME MBC SECTION 1109.5 RI LET FIXTURES REQUIRED (FIRST FLOOR: <u>WATER CLOSETS</u> LAVATORIES	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2): UNISEX - OCC LOAD <15 UNISEX 1
ECIAL INSPECTIONS: <u>NONE</u> <u>ER 29 – PLUME</u> E MBC SECTION 1109.5 RI <u>ILET FIXTURES REQUIRED (</u> <u>FIRST FLOOR:</u> <u>WATER CLOSETS</u> <u>LAVATORIES</u>	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2): UNISEX - OCC LOAD <15 UNISEX 1
ECIAL INSPECTIONS: <u>NONE</u> <u>ER 29 – PLUME</u> E MBC SECTION 1109.5 RI <u>ILET FIXTURES REQUIRED (</u> <u>FIRST FLOOR:</u> <u>WATER CLOSETS</u> <u>LAVATORIES</u>	BING SYSTEMS E: NUMBER OF ACCESSIBLE FIXTURES REQUIRED. MPC TABLE 403.1 & 403.2): UNISEX - OCC LOAD <15 UNISEX 1 1
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CONSULTANT:	
CLIENT:	
MR. ANTHON Someday bre	EWING, LLC
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PROJECT:	
SOMEDAY E 20746 MA	
GROSS POIN MI 48	
€C0PVRGHT 2020 DOKES D	esion anchiteoture, ll.c.
PERMIT SET 90% CD CL ENT REV EW	10/11/21 8/30/21
CLIENT REVIEW REVISION	12/23/20 DATE
SEAL:	
SHEET TITLE:	
CODE SUMM LIFE SAFETY	
Date: 09.20.21 Project Number:	
SHEET NUMBER:	
G10	2
010	∠





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DOOR NUM.	LOCATION	D	oor siz	Έ	MATERIAL	E MATERIAL	ELEVATION	ELEVATION	l detail	ASS TYPE	HARDWARE FUNCTION	MORTISE	YLINDRICAL	r device	USH/PULL	HINGES) READER	CLOSER	OVERHEAD HOLD/STOP	LL STOP	OR STOP	WEATHER STRIPPING	PROTECTION PLATES	ke seals	FIRE RATED IN MINUTES	REMARKS
		WIDTH	HEIGH T	DR THK	DOOR	FRAME	DOOR	FRAME	SILL	GLA		Σ	СЧГ	EXIT	PUS		CARD	0	9 <u>6</u>	WALL	FLOOR	N SI	PRC	SMOKE	FIRE M	R
101	ENTRY	EXIST	EXIST	EXIST	EXIST	EXIST	A	A			EXISTING	_		_	_			_	_						EXIST	
102	UNISEX	3'-0"	7'–0"	1 3/4"	WD	НМ	В	В																	20	
103	BACK DOOR	6'-2"	7'-0"	1 3/4"	НМ	НМ	с	С			EXIT			Y	Y			Y							20	1

REMARKS 2. REMOVABLE 3. CENTER MULLION

DEMOLITION KEYNOTES

 $\angle 1
angle$ remove exterior structure, facade, doors and all associated material EXPOSE EXISTING WALL SUBSTRUCTURE.

 $\angle 2$ remove door and all associate hardware.

∧ REMOVE EXIST DOOR & FRAME ASSEMBLY, PATCH, FILL, & REPAIR WALL AS $\boxed{3}$ REQ'D. PREPARE FOR NEW 6'-0" X 7'-0" DOUBLE DOOR.

REMOVE WALL PARTITIONS, DOORS. REMOVE AND SALVAGE EXISTING PLUMBING, FIXTURES AND ACCESSORIES FOR USE PER FLOOR PLAN AS REQ'D.

GENERAL DEMOLITION NOTES

NOTE: ALL ABBREVIATIONS, MATERIALS AND SYMBOLS IN LEGENDS MAY OR MAY NOT BE USED.

- A. CONTRACTOR TO CONDUCT WALK-THROUGH OF ENTIRE BUILDING TO GAIN UNDERSTANDING OF COMPLETE SCOPE OF DEMOLITION.
- B. PREMISES WILL BE ACCEPTED IN AN "AS-IS" CONDITION AND "WHERE IS."
- C. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.
- D. SAW CUT THROUGH EXISTING MATERIALS TO PROVIDE A SMOOTH. STRAIGHT EDGE (CLEAN EDGE) FROM WHICH TO REMOVE EXSITING MATERIALS.
- E. LIMIT THE SPREAD OF DUST, DIRT AND DEBRIS. BROOM CLEAN ALL WORK AREAS ON A DAILY BASIS.
- F. CONTRACTOR TO LEGALLY DISPOSE OF DEMOLISHED ITEMS AND MATERIALS PROMPTLY. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON SITE.

GENERAL NOTES

- A. PATCH AND REPAIR WALLS AND FLOOR TO ENSURE EVEN SURFACE TO RECEIVE FINISH MATERIAL. COORDINATE WITH ROOM FINISH AND COLOR SCHEDULE.
- B. FIRESTOPPING: PROVIDE FIRESTOPPING ASSEMBLIES AT ALL PENETRATIONS AND INTERRUPTIONS TO FIRE RATED ASSEMBLIES WHICH PROVIDE THE SPECIFIED FIRE RATING OR PARTITION OR FLOOR. SEE SPECIFICATIONS.
- C. WHERE NEW GYPSUM BOARD PARTITIONS ARE A CONTINUATION OF AN EXISTING PARTITION OR COLUMN ENCASEMENT, THE FACE OF THE NEW GYPSUM BOARD SHALL BE ALIGNED WITH THE FACE OF THE EXISTING SURFACE. WHERE A NEW GYPSUM BOARD PARTITION IS SHOWN INTERSECTING A COLUMN ENCASEMENT THE CENTERLINE OF THE WALL SHALL BE CENTERED ON THE COLUMN ENCASEMENT.
- D. WHERE NEW OR INFILL PARTITION ABUTS EXISTING PARTITION, FACE OF PARTITIONS SHALL ALIGN, UNLESS NOTED OTHERWISE.
- E. PARTITIONS WITH EXISTING FRAMING MAY REQUIRE REWORK TO ACCOMMODATE NEW OPENINGS, ETC.
- F. WHERE NEW FINISHES ARE SPECIFIED ON THE FINISH PLAN REMOVE ALL EXISTING FINISHES - PATCH AND REPAIR WALLS AND FLOOR - PREPARE THEM TO ACCEPT NEW SCHEDULED FINISH PER MANUFACTURER'S INSTRUCTION. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- G. CONTRACTOR SHALL PROVIDE AND INSTALL CORNER GUARDS (CG) AS IDENTIFIED ON PLANS. CG SHALL BE FULL HEIGHT FROM TOP OF BASE TO CEILING. TYP. EXCEPT AT WWC - INSTALL FROM TOP OF WWC TO CLG.

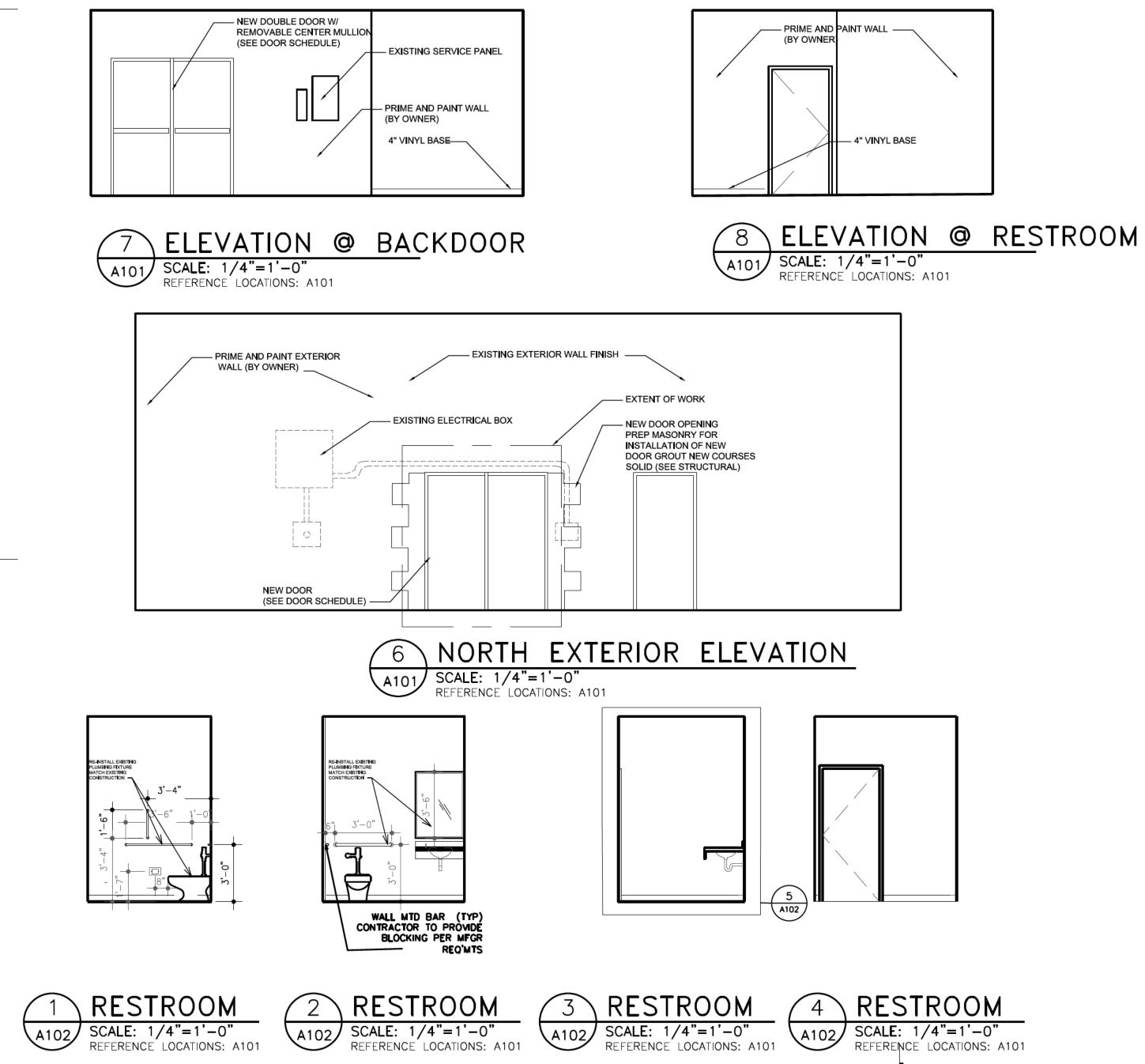
THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES, ISSUED AND APPROVED CODE MODIFICATIONS AND/OR CITY/STATE CONSTRUCTION BOARDS OF APPEALS AND RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.

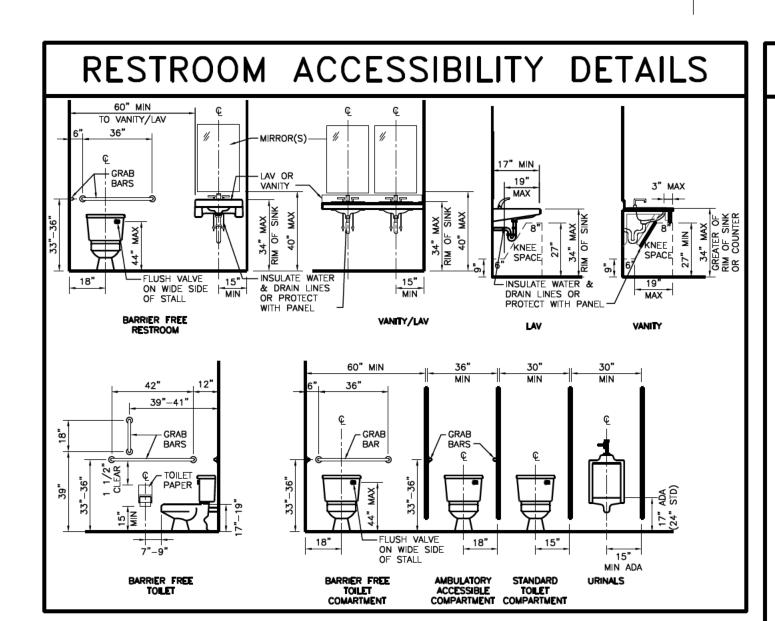
- 1. CONTRACTOR SHALL RECEIVE CERTIFIED OR ACCEPTED EQUIPMENT DRAWINGS PRIOR TO PROCEEDING WITH AFFECTED WORK AS REQUIRED.
- 2. CONTRACTOR SHALL REVIEW DIMENSIONS SHOWN ON CONTRACT DRAWINGS. SHOP DRAWINGS, AND SUBMITTALS. REPORT INCONSISTENCIES TO ARCHITECT AND RECEIVE CLARIFICATION PRIOR TO PROCEEDING.
- 3. SHEET NUMBERS INDICATED AT SECTIONS OR DETAILS ARE FOR CONVENIENCE ONLY AND ARE NOT INTENDED TO NECESSARILY IDENTIFY ALL CONDITIONS WHERE THE SECTION OR DETAIL MAY BE REFERENCED.
- 4. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL RELY ON WRITTEN DIMENSIONS AS GIVEN. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATIONS. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR AND COORDINATED WITH ALL OF THE WORK OF ALL TRADES. IF DISCREPANCIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE THE COMMENCEMENT OR RESUMPTION OF WORK.
- 5. WHERE DETAIL IS SHOWN FOR ONE CONDITION, IT SHALL APPLY TO ALL LIKE OR SIMILAR CONDITIONS, EVEN THOUGH NOT SPECIFICALLY MARKED ON THE DRAWINGS.
- 6. THESE DRAWINGS ARE COMPLEMENTARY AND INTERRELATED; WORK OF ANY INDIVIDUAL TRADE IS NOT NECESSARILY CONFINED TO SPECIFIC DOCUMENTS, CHAPTERS OR LOCATIONS.
- 7. ALL DIMENSIONS ARE FROM : FACE OF CONCRETE AT CONCRETE WALLS, FACE OF MASONRY AT CMU PARTITIONS, FINISHED FACE AT DRYWALL PARTITIONS OR CENTERLINE OF COLUMN, UNLESS NOTED OTHERWISE (REFER TO SYMBOL LEGEND).
- 8. DIMENSIONS FOR MASONRY CONSTRUCTION ARE NOMINAL.
- 9. AT WALL HUNG EQUIPMENT, MILLWORK AND ACCESSORIES PROVIDE WALL REINFORCING. CONTRACTOR'S OPTION: NON-COMBUSTIBLE WOOD BLOCKING OR 16 GA X 8" METAL STRAPPING. REFER TO INDIVIDUAL ELEVATIONS FOR LOCATION ABOVE FLOOR.
- 10. ALL MATERIALS ARE NEW U.N.O. REFER TO DEMO PLANS FOR MATERIALS TO REMAIN.
- 11. DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE PRECAUTIONS NOT TO DAMAGE ANY EXISTING MATERIALS, ITEMS OR CONDITIONS. SHOULD SUCH DAMAGE OCCUR, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL SUCH DAMAGED MATERIALS, ITEMS OR CONDITIONS AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER.
- 12. THE WORK SHALL NOT BE CONSIDERED COMPLETE AND CERTIFICATION OF THE FINAL PAYMENT WILL NOT BE MADE UNTIL DEBRIS HAS BEEN REMOVED FROM THE JOB SITE, ALL UNUSED CONSTRUCTION MATERIAL AND ITEMS HAVE EITHER BEEN REMOVED FROM THE BUILDING OR STORED AT THE OWNER'S DIRECTION.

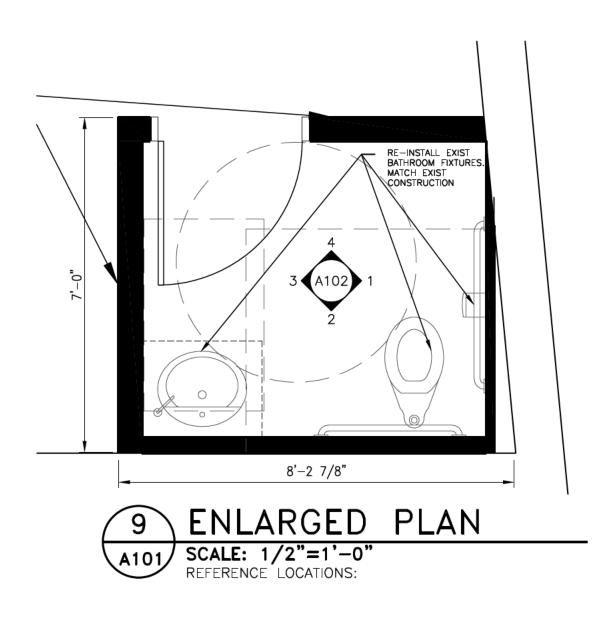
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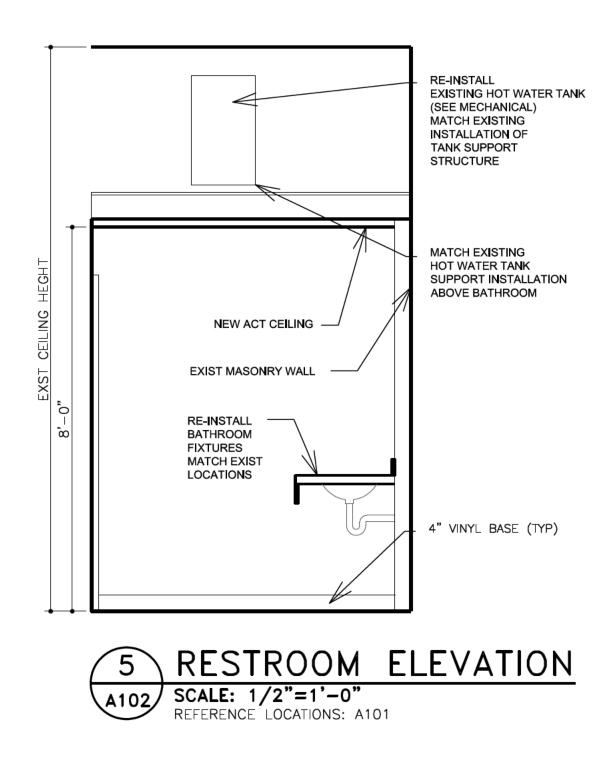
Section 7, Item A.

1. DOUBLE DOOR HAS



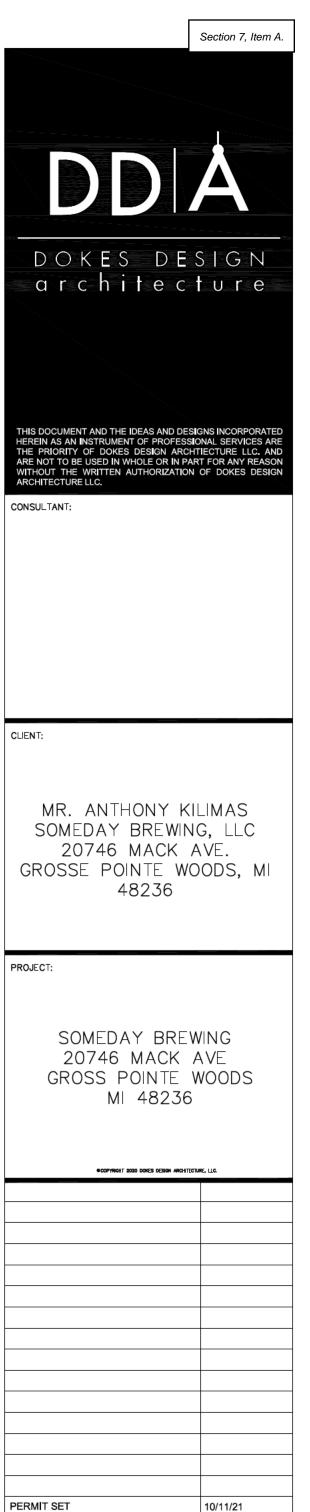






RESTROOM ACCESSORY NOTES

- CHECK WALL OPENING FOR DIMENSIONS AND PLUMBNESS OF BLOCKING OR FRAMES THAT WOULD AFFECT INSTALLATION OF RECESSED ACCESSORIES. FOR SURFACE MOUNTED ACCESSORIES CHECK CONDITION OF WALL AND CONFIRM INSTALLATION OF BACKING WITHIN WALL.
- VERIFY SPACING OF PLUMBING FIXTURES AND TOILET COMPARTMENTS THAT AFFECT INSTALLATION OF TOILET ROOM ACCESSORIES TO ENSURE FULL COMPLIANCE WITH ALL ADA AND MICHIGAN BARRIER FREE REQUIREMENTS.
- INSTALL ACCESSORIES AT LOCATIONS AND HEIGHTS INDICATED, STRAIGHT, PLUMB AND LEVEL AND IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- INSTALL ITEMS WITH NON-CORROSIVE ANCHORING DEVICES.
- INSTALLATION METHODS SHALL CONFORM TO MANUFACTURERS RECOMMENDATIONS FOR BACKING AND PROPER SUPPORT.
- CONCEAL EVIDENCE OF DRILLING, CUTTING, AND FITTING TO ROOM FINISH.
- G. FIT FLANGES OF ACCESSORIES SNUGLY TO WALL SURFACES.
- UPON COMPLETION OF THE WORK, OR WHEN DIRECTED, REMOVE ALL TRACES OF PROTECTIVE COATINGS OR PAPER.
- ADJUST ACCESSORIES FOR PROPER OPERATION. TEST MECHANISMS, HINGES, LOCKS AND LATCHES AND WHERE NECESSARY ADJUST AND LUBRICATE.
- CLEAN AND POLISH EXPOSED SURFACES PRIOR TO FINAL INSTALLATION.
- DELIVER ACCESSORIES SCHEDULE, KEYS, AND PARTS MANUAL AS PART OF PROJECT CLOSE-OUT DOCUMENTS. FOR OWNER'S PERMANENT RECORDS, PROVIDE TWO SETS OF THE FOLLOWING ITEMS OF MANUFACTURER'S LITERATURE: TECHNICAL DATA SHEETS OF EACH ITEM USED FOR THE PROJECT, SERVICE AND PARTS MANUALS, AND NAME OF LOCAL REPRESENTATIVE TO BE CONTACTED IN THE EVENT OF NEED OF FIELD SERVICE OR CONSULTATION.



PERMIT SET	10/11/21
90% CD CLIENT REVIEW	8/30/21
CLIENT REVIEW	12/23/20
REVISION	DATE
SEAL:	

SHEET TITLE:

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Date: 09.20.21

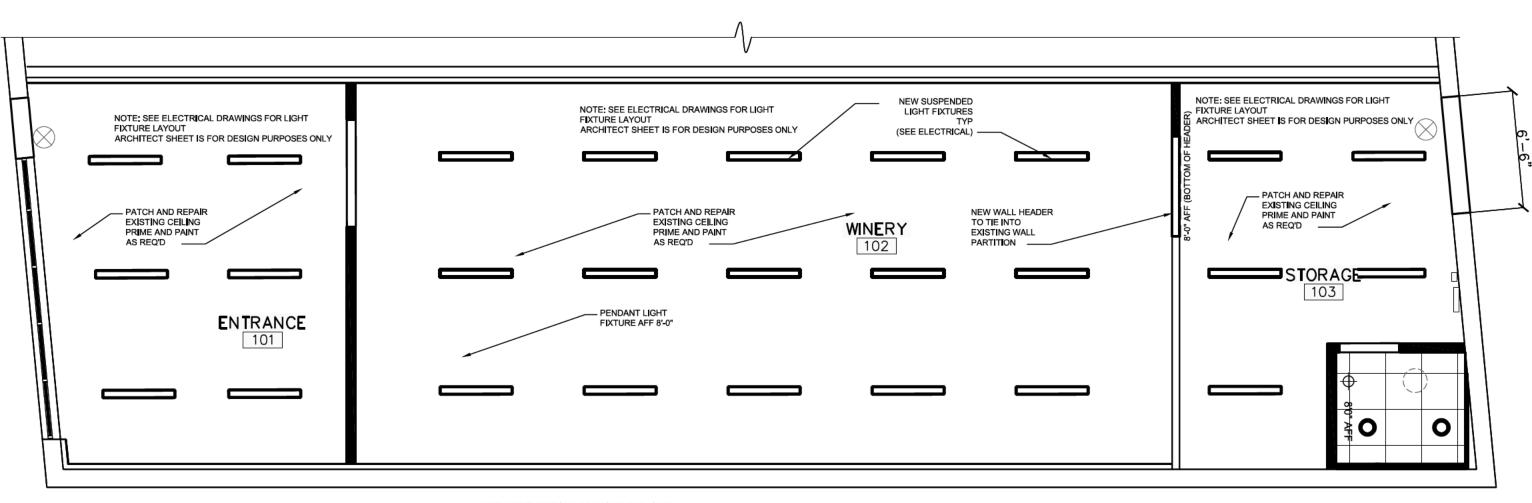
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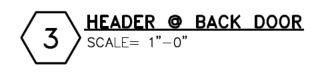
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A102

EXISTING MASONRY NEW MASONRY ABOVE AS REQUIRED PAN FLASHING DRAINAGE MAT SST FLASHING DRIP EDGE WITH WEEP TABS KEEP TABS FLUSH WITH WALL.

D





NOTE: SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURE LAYOUT ARCHITECT SHEET IS FOR DESIGN PURPOSES ONLY

REFLECTED CEILING PLAN

PROJECT

SCALE: 3/16"=1'-0" REFERENCE LOCATIONS: A101

A102/

С

3

A^{24 × 36}

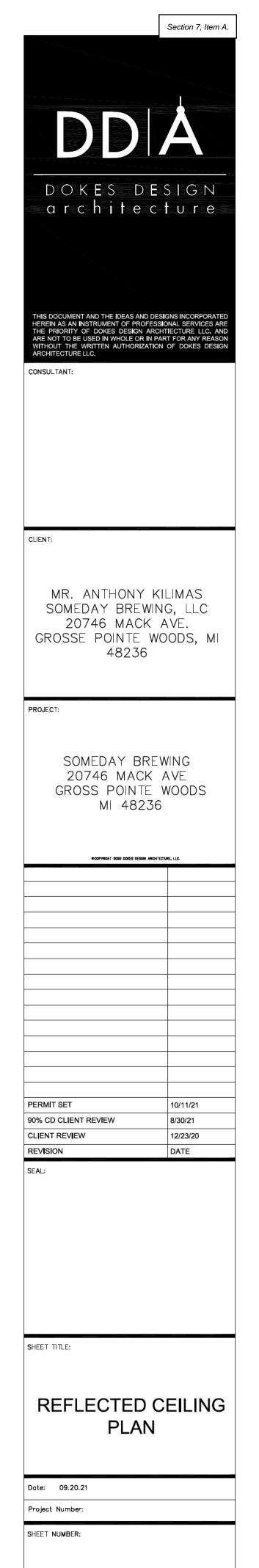
GENERAL CEILING NOTES

ALL ABBREVIATIONS, MATERIALS AND SYMBOLS IN LEGENDS MAY OR MAY NOT BE USED.

- A. ALL CEILING ELEMENTS SHALL BE CENTERED IN TILE, UNLESS NOTED OTHERWISE.
- B. PROVIDE BACKING AND/OR STRUCTURAL SUPPORT AS REQUIRED FOR CEILING MOUNTED FIXTURES (LIGHT FIXTURES, FANS, ETC.).
- C. ALL ABOVE CEILING SYSTEMS SHALL BE DESIGNED TO ACCOMMODATE CEILING HEIGHTS DOCUMENTED AND CEILING FIXTURES SPECIFIED.
- D. CEILING ELEMENTS (LIGHTING FIXTURES, MECHANICAL DIFFUSERS, SPRINKLER HEADS, ETC.) ARE SHOWN FOR LAYOUT AND DESIGN INTENT ONLY. REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
- E. REMOVE OR PROTECT IN PLACE ALL CONSTRUCTION ITEMS THAT ARE CALLED OUT TO REMAIN, BE REUSED OR BE SALVAGED (I.E. SUPPLY GRILLES, RETURN AIR GRILLE, MAINTENANCE PANEL, EXHAUST GRILLES, FA DEVICES, THERMOSTATS, CABLE TELEVISION DEVICES, IN-WALL PHONE OUTLETS, SPRINKLER HEADS, ETC.)
- F. CLEAN ALL 'ITEMS TO REMAIN' (I.E. SPRINKLER ESCUTCHEONS, FIRE ALARM DEVICES, ETC.) OF ALL OLD PAINT, OVERSPRAY, RESIDUE, ETC. PRIOR TO APPLICATION OF NEW ROOM FINISHES.
- G. VERIFY THAT ACCESS PANELS OF TYPE SPECIFIED ARE INSTALLED IN WALLS AND NON-ACCESSIBLE TYPE CEILINGS WHERE SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING, OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE WALL OR CEILING IN WHICH THEY OCCUR. COORDINATE THE LOCATIONS AND SIZES WITH THE ARCHITECT PRIOR TO INSTALLATION.

AUTOMATIC SPRINKLER SYSTEM DESIGN REQUIREMENTS:

- H. SPRINKLER HEADS LOCATED IN ACOUSTIC CEILNG TILE ARE TO BE CENTERED IN TILE AND HEADS IN GYPSUM BOARD CEILINGS ARE TO BE CONCEALED HEAD TYPE TYPICALLY.
- I. SPRINKLER HEAD LOCATIONS MAY NOT BE SHOWN ON ARCHITECTURAL REFLECTED CEILING PLANS. INSTALL SUFFICIENT HEADS IN ALL SPACES TO PROVIDE 100% COVERAGE AS REQUIRED UNDER NFPA 15. SUBMIT LOCATIONS AND SYSTEM CONFIGURATION FOR REVIEW.
- J. MAINTAIN 18" MINIMUM VERTICAL CLEARANCE BETWEEN THE BOTTOM OF THE EXTENDED SPRINKLER HEADS AND THE TOP OF ANY FILES, SHELVING, LOCKERS, ETC.
- K. THE DESIGN-BUILD SPRINKLER CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE BUILDING CODES, INCLUDING THE REQUIREMENTS UNDER THE MICHIGAN BUILDING CODE CHAPTER 34 COMPLIANCE ALTERNATIVES CODE REVIEW OR THE MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS CHAPTER 14 PERFORMANCE COMPLIANCE METHODS. FOR PROJECTS IN BUILDINGS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES OR IN A LOCALLY DESIGNATED HISTORIC BUILDING, ALL SPRINKLER INSTALLATIONS MUST MEET THE SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION.
- L. WHERE EXTERIOR WALLS ARE REQUIRED TO BE FIRE RATED AND OPENINGS THROUGH THOSE WALLS ARE REQUIRED TO BE PROTECTED, PROVIDE APPROVED WATER CURTAINS AT ALL OPENINGS REQUIRED TO BE PROTECTED, PER 705.8.2 OF THE MBC. FIRE DOORS, FIRE SHUTTERS, AND FIRE WINDOW ASSEMBLIES WILL NOT BE PROVIDED UNLESS NOTED OTHERWISE IN THE DRAWINGS AND SPECIFICATIONS. SEE LIFE SAFETY DRAWINGS AND CODE SUMMARY FOR LOCATIONS OF FIRE RATED WALL ASSEMBLIES.
- M. ALL ELEMENTS OF THE SPRINKLER SYSTEM, INCLUDING MAIN LINES, BRANCHES, AND HEADS, MUST BE CONCEALED UNLESS NOTED OTHERWISE. SOFFITS WILL NOT BE PROVIDED IN HISTORIC SPACES UNLESS CLEARLY INDICATED. COORDINATE PLACEMENT OF SPRINKLER SYSTEM ELEMENTS IN ALL HISTORIC SPACES WITH THE ARCHITECT BEFORE INSTALLATION BEGINS. COORDINATE THE CUSTOM COLOR/FINISH OF THE CONCEALED HEAD PLATES WITH THE ARCHITECT.
- N. WHERE CONCEALMENT OF SPRINKLER SYSTEM ELEMENTS IS TECHNICALLY INFEASIBLE, THE FIRE PROTECTION CONTRACTOR MUST IDENTIFY THE AFFECTED AREAS TO THE ARCHITECT PRIOR TO COMPLETING SPRINKLER DESIGN. AT ALL EXPOSED CONDITIONS, EXPOSED SPRINKLER SYSTEM ELEMENTS ARE REQUIRED TO BE METAL, AND PAINTED THE SAME CUSTOM COLOR AS THE CEILING OR EXPOSED CONSTRUCTION ABOVE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A PAINT APPROVED BY THE PIPE MANUFACTURER.



A103

ABBREVIATIONS

AMPERES ALTERNATING CURRENT AMPS INTERRUPTING CAPACITY AMPERES FRAME (RATING) AFF ABOVE FINISHED FLOOR AHU AIR HANDLING UNIT AMPERES TRIP (SETTING) AT ATS AUTOMATIC TRANSFER SWITCH CONDUIT CKT CIRCUIT CONTROL PANEL CP CURRENT TRANSFORMER CU CONDENSING UNIT DISC DISCONNECT DWG DRAWING EF EXHUAST FAN EQUIPMENT GROUND EG EM EMERGENCY EMT ELECTRICAL METALLIC TUBING ΕO ELECTRICALLY OPERATED EUH ELECTRIC UNIT HEATER FUSE FIRE ALARM FA FACP FIRE ALARM CONTROL PANEL FDR FEEDER FLR FLOOR GROUND ON PLANS GND GROUND HP HORSE POWER ISOLATED GROUND I.G. JUNCTION BOX JB KILOVOLTS KVA KILOVOLTS-AMPERES KW KILOWATTS LIGHTING PANEL LOW VOLTAGE MANUAL/AUTOMATIC SWITCH MAS MAX MAXIMUM MCC MOTOR CONTROL CENTER MECH MECHANICAL MIN MINIMUM MISC MISCELLANEOUS MLO MAIN LUG ONLY MTD MOUNTED NEC NATIONAL ELECTRICAL CODE NF NON-FUSED NOT IN CONTRACT NIC NL NIGHT LIGHT NTS NOT TO SCALE POLE P P-X PUMP - "X" DENOTES PUMP NUMBER PDP POWER DISTRIBUTION PANEL PH PHASE RCPT RECEPTACLE RF RETURN FAN RP RECEPTACLE PANEL RSFU ROOFTOP SUPPLY FAN UNIT SF SUPPLY FAN SW SWITCH SWITCHBOARD SWBD TB TERMINAL BLOCK тс TERMINAL CABINET TYP TYPICAL UNLESS OTHERWISE NOTED UON UPS UNINTERRUPTIBLE POWER SUPPLY VOLTS V WIRE w WATER HEATER WH XFMR TRANSFORMER

LUMINAIRE (LIC	GHTING FIXTURES)	SCHEMATIC AND
	COMPACT FLUORESCENT/H.I.D./LED TYPE LIGHTING FIXTURE INDRUSTRAL LED LIGHT FIXTURES	▼ ▼
Image: WallImage: SurfaceWOUNTEDMOUNTED	EXIT LUMINAIRE FIXTURE. EXIT FACE AS INDICATED ON DRAWINGS.	▼F (S)
↑€H € WALL SURFACE MOUNTED MOUNTED	EXIT LUMINAIRE FIXTURE. ARROWS AND EXIT FACE AS INDICATED ON DRAWINGS.	⊢©
	EMERGENCY LUMINAIRE HEADS WITH BATTERY UNIT EXIT AND EMERGENCY COMBINATION	
	LUMINAIRE WITH BATTERY UNIT SINGLE SITE LUMINAIRE POLE MOUNTED	┏╵╔╵┏╴╔╸
	OUTDOOR WALLPACK	$\sim\sim$
NL NL MEM EM	NIGHT LIGHT FIXTURE, TYPE AS INDICATED	۲
	EMERGENCY FIXTURE, TYPE AS INDICATED	<u> </u>
EM	EMERGENCY FIXTURE, TYPE AS INDICATED	3
Σ	RECESSED/SURFACE FIXTURE, TYPE AS INDICATED	77
×	RECESSED/SURFACE FIXTURE, TYPE AS INDICATED	1 (
0	SURFACE MOUNTED FIXTURE	
Q	WALL MOUNTED FIXTURE	
\odot $\cdot \cdot$	SUSPENDED, PENDANT, CHAIN, STEM OR CABLE HUNG FIXTURE	SCHEMATIC AND
s	SINGLE POLE SWITCH	۵,
S 2	DOUBLE POLE SWITCH	, d
S 3	THREE WAY SWITCH	
S 4	FOUR WAY SWITCH SINGLE POLE, DOUBLE THROW MOMENTARY	٩,
Sм	CONTACT SWITCH, CENTER OFF	
C 3	LIGHTING CONTACTOR WITH NUMBER OF POLES AS INDICATED	P P
D	DIMMER SWITCH RATED 1000W, UNLESS	×
	OTHERWISE INDICATED OCCUPANCY SENSOR, WALL MOUNTED WITH OFF-AUTO OVERRIDE SWITCH	
∕s ∧	OCCUPANCY SENSOR, WALL MOUNTED WITH	
\bigvee_{S3}	OFF-AUTO 3-WAY OVERRIDE SWITCH	XXA ATS-YY
$\sim_{\rm c}$	CEILING MTD OCCUPANCY SENSOR	N S
\bigtriangledown_{w}	WALL MTD OCCUPANCY SENSOR	
POWER DISTRIB	UTION EQUIPMENT	XXA XXA
LP-XX	LIGHTING AND POWER PANEL	
RP-XX		
MCC-XX	POWER DISTRIBUTION PANEL	GFCI GFI
	MOTOR CONTROL CENTER	Δ1
Т	FLOOR MTD DRY TYPE TRANSFORMER,	KVA
	DUPLEX RECEPTACLES, 20A, 120V, 2P, 3W IN INDUSTRIAL	' <u>Ť</u>
* MOUNTED	* C- CEILING MOUNTED F- FLUSH MOUNTED	\bigtriangleup
* FLOOR MOUNTED	T- MOUNTED ABOVE COUNTER-TOP GFI- GROUND FAULT INTERRUPTER TYPE	Ľ
	WP- WEATHER PROOF IG ISOLATED GROUND	=
DROP IN DOWN	4- 120∨, 1P, DROP DOWN INDUSTRIAL RECEPTACLE	\mathcal{N}
	SPECIAL PURPOSE RECEPTACLE	(3)
A SURFACE MOUNTED	X- VOLTAGE RATING 3- NUMBER OF POLES	PANEL
A MUUNTED	60- AMPERE RATING 4W- 4 WIRES IN ADDITION TO GROUND	XX
J J _F		
F '		
Р	PULL BOX SPECIAL PURPOSE RECEPTACLE	
	PANEL/DISCONNECT MOUNTED X- VOLTAGE RATING 3- NUMBER OF POLES	
	30- AMPERE RATING	

- 3- NUMBER OF POLES 30- AMPERE RATING
- 4W- 4 WIRES IN ADDITION TO GROUND

SCHEMATIC AND ONE LINE DIAGRAM

DIRE LINE DIAGRAM	AN
DATA OUTLET	
TELEPHONE/DATA OUTLET	
TELEPHONE OUTLET "F" INDICATES FLUSH MOUNTED "S" INDICATES SURFACE MOUNTED	
SPEAKER-CEILING MOUNTED	<pre> </pre>
SPEAKER-WALL MOUNTED	
DISCONNECT SWITCH, UNFUSED TYPE, SIZE AS INDICATED ON DRAWINGS "xxA"	
INDICATES AMPERAGE	
FUSED DISCONNECT SWITCH, SIZE AS INDICATED ON DRAWINGS "XXAF" INDICATES FRAME SIZE	
"yyAT" INDICATES TRIP SIZE	
FLEXIBLE METAL CONDUIT "WHIP" (2#12, 1#12G, 3/4" C. UNLESS OTHERWISE NOTED)	
FOR RECESSED LIGHTING FIXTURES AND LIQUID TIGHT MOTOR CONNECTIONS	
GROUND ROD	
"3" INDICATES NUMBER CORRESPONDING TO	
CONDUIT AND WIRE SCHEDULE	
NEW HOME RUN	

ATIC AND ONE LINE DIAGRAM

NON-FUSIBLE DISCONNECT SWITCH, 3 POLE

FUSIBLE DISCONNECT SWITCH, 3 POLE

MANUAL MOTOR STARTER WITH THERMAL o→____X OVERLOAD HEATER, 1 POLE UNLESS OTHERWISE NOTED "P" INDICATES WITH PILOT LIGHT "2" INDICATES TWO SPEED STARTER

AUTOMATIC OR MANUAL TRANSFER SWITCH NO.1 (ATS-YY), (MTS-YY) "N" INDICATES NORMAL OR PREFERRED

SOURCE "S" INDICATES STANDBY OR ALTERNATE SOURCE XXXA INDICATES CONTINUOUS CURRENT RATING

XXA: INDICATES FUSE RATING

THERMAL OVERLOAD RELAY

TERMINAL OR TEST BLOCK

GROUND FAULT CIRCUIT INTERRUPTER, PERSONNEL PROTECTION

TRANSFORMER, DRY TYPE, UNLESS OTHERWISE INDICATED

3-PAHSE, 3-WIRE DELTA CONNECTION

3-PAHSE, 4-WIRE DELTA CONNECTION (GROUNDED NEUTRAL)

1Ø MOTOR AND LABEL

3Ø MOTOR AND LABEL "3" DENOTES HORSEPOWER

PANELBOARD XX INDICATES PANEL LABEL

GROUNDING CONNECTION-SYSTEM AND OR EQUIPMENT

В

FIRE ALARM AND SENSO	COMMUNICATION, PANELS, INDICATORS, RS
F	MANUAL PULL STATION
(H)	HEAT DETECTOR
Ś	CEILING MOUNTED SMOKE DETECTOR
⟨s⟩ _w	WALL/SURFACE MOUNTED SMOKE DETECTOR
⟨s⟩ _D	DUCT SMOKE DETECTOR WITH TWO AUXILIARY CONTACTS
B	BEAM SMOKE DETECTOR "S" INDICATES SENDING UNIT "R" INDICATES RECEIVER
F	HORN AND STROBE - WALL MOUNTED
F C	HORN AND STROBE - CEILING MOUNTED/SUSPENDED/BOTTOM OF TRUSS MOUNTED
H	HORN UNIT ONLY
S	STROBE UNIT ONLY
FO	BELL AND STROBE
FS	SPEAKER AND STROBE
X	LED PILOT LIGHT
-F WP	INDICATING BEACON "WP" INDICATES WEATHER PROOF
FAA	ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL

MOUNTING HEIGHTS	
EQUIPMENT OR OUTLET	
WALL SWITCHES	4'-0" AFF
RECEPTACLES	1'-6" AFF
TELECOMMUNICATIONS OUTLETS	1'-6" AFF
TELECOMMUNICATIONS OUTLETS -WALL PHONE	4'-6" AFF
CLOCK OUTLETS	7'-6" AFF
TV OUTLETS	1'-6" AFF
FIRE ALARM - PULL STATIONS	4'-0" AFF
FIRE ALARM - SPEAKERS, VISUAL UNITS & HORNS	7'-0" AFF
PUSHBUTTONS	4'-0" AFF
DISCONNECT SWITCHES	5'-6" AFF
MOTOR STARTERS	5'-6" AFF
PANELS & CABINETS	6'-0" TO TOP
VOLUME CONTROLS	4'-0" AFF
DIMMERS	4'-0" AFF
INDIVIDUAL CIRCUIT BREAKERS	5'-6" TO TOP
ACCESS CONTROL DEVICES	4'-0" AFF

GENERAL NOTE

THIS IS A STANDARD ELECTRICAL NOTLEGEND. SOME SYMBOLS MAY NOT APPLY

ELECTRICAL GENERAL NOTES:

- 1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH EDITION OF THE FEDERAL/STATE/LOCAL CODES, INTERNA BUILDING CODE, NFPA CODES, ASHRAE 90.1 ENERGY COL REQUIREMENTS OF THE AUTHORITY OF JURISDICTION.
- ELECTRICAL DRAWINGS ARE DIAGRAMMATIC ONLY. FURNISH AND INSTALL ALL REQUIRED JUNCTION BOXES, PULL BOXES, SURFACE/RECESSED DEVICE BOXES, ETC. REQUIRED FOR A COMPLETE AND WORKING ELECTRICAL SYSTEM, WHETHER OR NOT SUCH EQUIPMENT IS INDICATED ON THE DRAWING.
- CONTRACTOR SHALL TO PERFORM SITE VISIT AND SHALL THOROUGHLY TO BE FAMILIAR WITH THE PLANS, SPECIFICATIONS AND FIELD CONDITIONS, BEFORE SUBMITTING A BID OR BEFORE SUBMITTING A PRICE PROPOSAL. FIELD VERIFY ALL IMPORTANT DIMENSIONS.
- THE ELECTRICAL CONTRACTOR SHALL COORDINATE ELECTRICAL WORK WITH ALL OTHER CONTRACTORS AND ALL OTHER TRADES BEFORE INSTALLATION OF THE CONTRACTOR'S WORK IN CHASE, CEILING SPACES AND OTHER AREAS WHERE CONFLICT MAY OCCUR.
- THE ELECTRICAL CONTRACTOR SHALL COORDINATE ELECTRICAL WORK WITH ALL CONTRACT DOCUMENTS, SHOP DRAWINGS AND EQUIPMENT DRAWINGS. THE ELECTRICAL CONTRACTORS SHALL OBTAIN A COPY OF ALL CONTRACT DOCUMENT, INCLUDING ALL DRAWINGS AND ALL SPECIFICATIONS.
- WHERE JUNCTION BOXES OR ELECTRICAL EQUIPMENT ARE REQUIRED TO BE INSTALLED ABOVE NON-ACCESSIBLE CEILINGS OR CONCEALED INSIDE WALLS, THE CONTRACTOR SHALL FURNISH AND INSTALL ACCESS DOORS TO MAKE THE JUNCTION BOXES OR ELECTRICAL EQUIPMENT ACCESSIBLE.
- EXACT LOCATION OF ALL EQUIPMENT AND ACCESSORIES SHALL BE VERIFIED IN THE FIELD AND COORDINATION TRADES. ADJUST LOCATIONS OF SUIT FIELD CONDITIONS. COMPLY WITH CLEARANCES AS REQUIRED BY THE NEC, THE MANUFACTURER, AND APPLICABLE CODES.
- REFER TO MECHANICAL DRAWING FOR EXACT LOCATION OF MECHANICAL 8. EQUIPMENT.
- ELECTRICAL WIRING, CONDUIT AND CIRCUIT BREAKERS FOR ELECTRICAL EQUIPMENT, MECHANICAL EQUIPMENT, ARCHITECTURAL EQUIPMENT, AND OTHER EQUIPMENT ARE BASED ON EQUIPMENT SPECIFIED IN THE CONTRACT DOCUMENTS. ANY CHANGES IN THE EQUIPMENT SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. IF THE CONTRACTOR PROVIDES EQUIPMENT OTHER THAN WHAT IS SPECIFIED IN THE CONTRACT DOCUMENTS, THEN THE CONTRACTOR IS RESPONSIBLE FOR THE CHANGES IN THE WIRING, CONDUIT AND CIRCUIT BREAKERS AT NO ADDITIONAL COST.
- 10. COMPLY WITH ALL SAFETY REGULATION INCLUDING BUT NOT LIMITED TO OSHA, MIOSHA AND ALL ELECTRICAL SAFETY REGULATIONS.
- 11. CONTRACTOR SHALL FIELD VERIFY THE SWITCH AND/OR CIRCUIT BREAKER SOURCE OF EACH BRANCH OR FEEDER CIRCUIT BEFORE PERFORMING ANY WORK.
- 12. UNLESS OTHERWISE NOTED AS "EXISTING" OR "BY OTHER" OR "NIC", ALL WORK, DEVICES AND EQUIPMENT ARE NEW AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- 13. WHERE THE WORD "PROVIDE" IS USED, THIS SHALL MEAN "FURNISH AND INSTALL"
- 14. PROVIDE DEDICATED NEUTRAL WIRES FOR ALL BRANCH CIRCUITS.
- 15. ALL RACEWAY SHALL BE CONCEALED WHEREVER POSSIBLE. WHERE RACEWAY CANNOT BE CONCEALED, THE RACEWAY AND ASSOCIATED SUPPORTS SHALL BE PAINTED TO MATCH SUPPORTING WALLS OR CEILING.
- 16. CABLES AND RACEWAY SHALL RUN PARALLEL OR PERPENDICULAR TO WALL AND CEILING STRUCTURES (COLUMNS, JOINTS, SUPPORT BEAMS, ETC.) FOR A NEAT APPEARANCE.
- 17. PROVIDE HACR TYPE BREAKERS FOR HEATING, AIR CONDITIONING AND REFRIGERATION EQUIPMENT WHERE RECOMMENDED BY THE MANUFACTURE.
- 18. PROVIDE FIRESTOPPING AROUND PENETRATIONS OF FLOORS AND FIRE RATED WALLS. MAINTAIN THE FIRE RESISTANCE RATING OF THE FLOOR AND WALLS. INSTALL UL LISTED FIRESTOPPING MATERIAL IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, AND UL'S REQUIREMENTS.

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ELECTRICAL GENERAL NOTES CONT'D:

- 19. FEEDER TAPS AND TRANSFORMER SECONDARY CONDUCTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE NEC.
- 20. SOME MECHANICAL EQUIPMENT (INCLUDING BUT NOT LIMITED TO THE VFDS) ARE PROVIDED BY THE MECHANICAL CONTRACTOR BUT INSTALLED, WIRED, AND CONNECTED BY THE ELECTRICAL CONTRACTOR. COORDINATE WITH MECHANICAL CONTRACTOR.
- 600V POWER WIRING SHALL BE THHN/THWN-2, COPPER CONDUCTOR. 21. SEE SPECIFICATION WIRE AND CABLE SECTION FOR MORE DETAILS ABOUT WIRING.
- 22. DO NOT COMBINE SEPARATE BRANCH CIRCUITS IN THE SAME CONDUIT UNLESS OTHERWISE NOTED.
- 23. DO NOT COMBINE SEPARATE FEEDER CIRCUIT IN THE SAME CONDUIT. PROVIDE SLEEVES FOR ALL CABLE AND RACEWAY PENETRATIONS OF 24. CONCRETE WALLS AND FLOORS.
- 25. CORE-DRILL OPENINGS IN EXISTING CONCRETE WALLS AND FLOORS AS REQUIRED FOR THE INSTALLATION OF CONDUIT AND CABLE.
- 26. JUNCTION BOXES AND CONDUIT BODIES SHOWN ON THE DRAWING ARE MINIMUM QUANTITY ONLY. PROVIDE ADDITIONAL JUNCTION BOXES AND CONDUIT BODIES AS REQUIRED BY THE NEC OR AS RECOMMENDED BY THE WIRE OR CABLE MANUFACTURE. DO NOT EXCEED THE MAXIMUM PULLING TENSIONS OF THE WIRE OR CABLE.
- INSTALL ALL DEVICES AND EQUIPMENT ACCORDING TO 27. MANUFACTURER'S RECOMMENDATIONS AND UL'S REQUIREMENTS.
- 28. FOR ELECTRICAL EQUIPMENT RECESSED IN WALLS, COORDINATE WALL DEPTH WITH THE DEPTH OF THE ELECTRICAL EQUIPMENT PRIOR TO THE CONSTRUCTION OF THE WALL.
- 29. WHEN SPLICING AND EXTENDING EXISTING WIRE AND CONDUIT, PROVIDE WIRE AND CONDUIT EQUAL TO EXISTING BUT NOT LESS THAN THAT IS REQUIRED BY THE NEC. PROVIDE JUNCTION BOXES AS REQUIRED, SIZE PER NEC.
- CONNECTORS AND TERMINATIONS FOR CONDUCTORS SHALL BE 30. COMPATIBLE WITH THE CONDUCTOR SIZE AND MATERIAL, AND SHALL BE UL LISTED AND NEC COMPLIANT.
- 31. WALL PLATES FOR SWITCHES AND RECEPTACLES IN DAMP AND DRY LOCATIONS SHALL BE PAINTED TO MATCH THE SURROUNDING WALL OR CEILING. NO PAINT SHALL TOUCH OR FALL ON OR INSIDE THE DEVICE BOXES, SWITCHES, RECEPTACLES, CONNECTORS, AND WIRES.
- 32. WHERE THE SIZE OF A JUNCTION BOX, PULL BOX OR WIREWAY IS NOT INDICATED ON THE DRAWINGS, THE SIZE SHALL BE SELECTED IN ACCORDANCE WITH THE NEC. WHERE THE ENCLOSURE TYPE OF THE JUNCTION BOX, PULL BOX OR WIREWAY IS NOT INDICATED ON THE DRAWINGS, THE ENCLOSURE TYPE SHALL BE SUITABLE FOR THE ENVIRONMENT WHERE IT IS BEING INSTALLED IN ACCORDANCE WITH THE NEC AND OTHER APPLICABLE CODES.
- 33. FIRE ALARM SYSTEM BY OTHERS
- ELECTRICAL CONTRACTOR TO COMPLY WITH NATIONAL ELECTRICAL 34. CODE (NEC) 2017 EDITION, CITY AND STATE ELECTRICAL CODES AND REGULATIONS WHEN IMPLEMENTING THE NEW DESIGN

GENERAL NOTE THIS IS A STANDARD ELECTRICAL NOTES, SOME NOTES MAY NOT APPLY

ELECTRICAL DRAWINGS LIST:

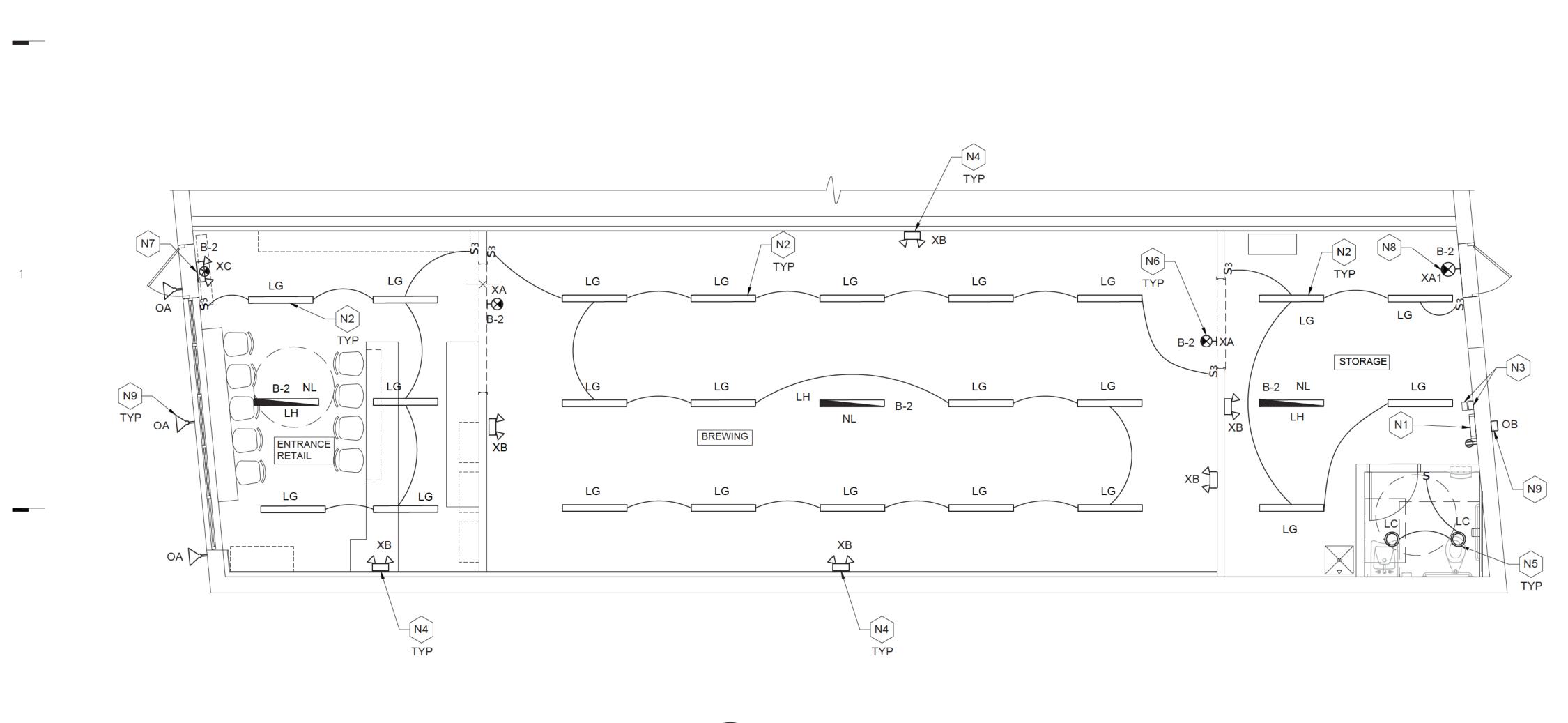
- E001 ELECTRICAL ABBREVIATIONS, SYMBOL LIST AND GENERAL NOTES
- E101 LIGHTING FLOOR PLAN
- E102 ELECTRICAL POWER FLOOR PLAN E201 ELECTRICAL ONE LINE DIAGRAM, SCHEDULES AND DETAILS

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CLIENT: MR. ANTHONY K SOMEDAY BREWIN 20746 MACK	NG, LLC AVE.
GROSSE POINTE W 48236 project: SOMEDAY BRE	
20746 MACK GROSS POINTE MI 48236	AVE WOODS
PERMIT SET 100% OWNER REVIEW	09/17/2021
100% OWNER REVIEW REVISION SEAL:	08/16/2021 DATE
SHEET TITLE: ELECTRICA ABBREVIA SYMBOL LI GENERAL NOTED	TIONS,

Project Number:

SHEET NUMBER:

E001



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1 E101

LIGHTING FLOOR PLAN

E101 1/4" = 1'-0"

GENERAL NOTES:

В

- 1. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
- 2. COORDINATE ALL CONSTRUCTION WORK WITH OWNER'S REPRESENTATIVE AND OTHER DISCIPLINES.

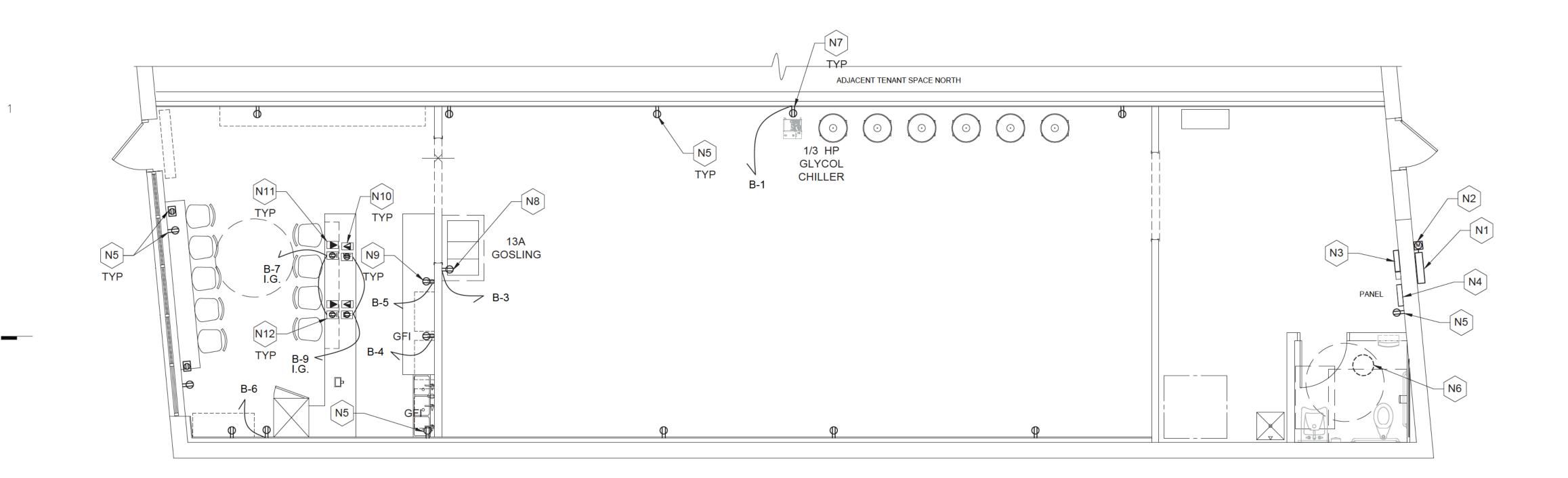
LIGHTING NOTES:

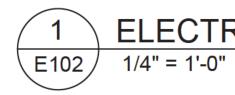
- 1. ELECTRICAL CONTRACTOR TO PROVIDE ALL THE NECESSARY CONDUITS, WIRING, JUNCTION BOXES, SWITCHES ETC., TO IMPLEMENT THE NEW DESIGN.
- THE LOAD ON 120V, 1P CIRCUIT SHALL NOT EXCEED 80% OF ITS CAPACITY.
- B-2 INDICATES THAT CIRCUIT NO.2 IN PANEL RP-B IS FEEDING THE LIGHT FIXTURE.
- CONTRACTOR SHALL CLEAN, TEST ALL EXISTING LIGHT FIXTURES, REPLACE IF NEEDED.
- EXIT SIGN AND NIGHT LIGHT TO BE FED FROM DEDICATED CIRCUIT AS INDICATED ON THE DRAWING.

LIGHTING KEY NOTES:

- N1 EXISTING 200 AMP, 3 PHASE, 4 WIRE, 200 AMP MAIN BREAKER PANEL LP-A.
- N2 PROVIDE NEW 4' LONG SUSPENDED LIGHT FIXTURE TO BE FED FROM THE SAME CIRCUIT THAT WAS FEEDING THE LIGHTING IN THE AREA.
- N3 EXISTING TIMER FOR FRONT LIGHTS AND TIMER FOR OUTDOOR SIGN.
- N4 PROVIDE NEW EMERGENCY LIGHT FIXTURE TO BE FED FROM THE SAME CIRCUIT THAT IS FEEDING THE LIGHTING IN THE AREA.
- N5 NEW LIGHT FIXTURE TO BE FED FROM THE SAME CIRCUIT THAT IS FEEDING THE LIGHTING IN THE AREA.
- N6 PROVED NEW EXIT SIGN TO BE FED FROM 120V, 1P CIRCUIT AS INDICATED ON THE DRAWING.
- N7 EXISTING EMERGENCY/EXIT FIXTURE TO BE FED FROM 120V, 1P CIRCUIT AS INDICATED ON THE DRAWING.
- N8 EXISTING EXIT SIGN TO BE FED FROM 120V, 1P CIRCUIT AS INDICATED ON THE DRAWING.
- N9 EXISTING OUTDOOR LIGHT FIXTURE.

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CLIENT:	
MR. ANTHON' Someday bre 20746 Mac Grosse pointe	WING, LLC CK AVE.
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PROJECT:	
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ELECTRICAL POWER FLOOR PLAN

С

GENERAL NOTES:

В

- 1. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
- 2. COORDINATE ALL CONSTRUCTION WORK WITH OWNER'S REPRESENTATIVE AND OTHER DISCIPLINES.

ELECTRICAL NOTES:

- 1. ELECTRICAL CONTRACTOR TO PROVIDE ALL THE NECESSARY CONDUITS, WIRING, JUNCTION BOXES, ETC., TO IMPLEMENT THE NEW DESIGN.
- 2. THE LOAD ON 120V, 1P CIRCUIT SHALL NOT EXCEED 80% OF ITS CAPACITY.
- 3. B-1 INDICATES THAT CIRCUIT NO.1 IN PANEL RP-B IS FEEDING THE RECEPTACLE.
- 4. ELECTRICAL CONTRACTOR TO CLEAN AND TEST ALL EXISTING ALL RECEPTACLES AND OTHER DEVICES, REPLACE IF NECESSARY.

ELECTRICAL POWER KEY NOTES:

- [N1] PROVIDE NEW 120/240 VOLT, 3 PHASE, 4 WIRE C.T. BOX.
- N2 NEW DTE METER
- N3 PROVIDE NEW 100 AMP, 3 PHASE, 3 WIRE, 100 AMP MAIN BREAKER PANEL RP-B TO BE FED NEW C.T. BOX.
- N4 EXISTING 200 AMP, 3 PHASE, 4 WIRE, 200 AMP MAIN BREAKER PANEL LP-A TO BE FED FROM THE NEW C.T. BOX.
- N5 EXISTING DUPLEX RECEPTACLE BEING FED FROM EXISTING 120 VOLT, 1P CIRCUIT IN EXISTING PANEL LP-A TO REMAIN.
- N6 EXISTING WATER HEATER BEING FED FROM EXISTING 120 VOLT, 1P CIRCUIT IN EXISTING PANEL LP-A TO REMAIN.
- N7 PROVIDE NEW RECEPTACLE/JUNCTION BOX TO FEED THE NEW GLYCOL CHILLER TO BE FED FROM 120 VOLT, 1P CIRCUIT IN NEW PANEL RP-B
- N8 PROVIDE NEW DUPLEX RECEPTACLE/JUNCTION BOX TO FEED THE NEW GOSLING TO BE FED FROM 120 VOLT, 1P CIRCUIT IN NEW PANEL RP-B
- N9 PROVIDE NEW DUPLEX RECEPTACLE/JUNCTION BOX ABOVE THE FUTURE MILLWORK TO BE FED FROM 120 VOLT, 1P CIRCUIT IN NEW PANEL RP-B.
- N10 PROVIDE NEW DATA/PHONE OUTLET TO BE FED FROM EXISTING DATA/PHONE SERVER.
- N11 PROVIDE NEW DATA OUTLET TO BE FED FROM EXISTING DATA/PHONE SERVER.
- N12 PROVIDE NEW ISOLATED GROUND (I.G.) DUPLEX RECEPTACLE/JUNCTION BOX TO BE FED FROM 120 VOLT, 1P CIRCUIT IN NEW PANEL RP-B.

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PERMIT SET 100% OWNER REVI	EW	09/17/2021
REVISION SEAL:	SALAH P ZOMA ENCASE 146. 24976	DATE
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CONNECTION OF EXISTING PANEL LP-A

EXISTING PANEL LP-A	120/240	V, 3Ø	ð, 4W					200	A PA	NEL	_			200 MCB	EXISTING
DESCRIPTION	POLES VA			CIRC. NO.	A	A B C		CIRC. VA		A POLES		POLES &		DESCRIPTION	
	AMPS	А	B	C	NO.				J.	A	В	С	AMPS		
BACK ROOM & BATHROOM LIGHTS (EXIST)	1/20				1	┠──┿─		2	2				1/20	HOT WATER 1	ANK (EXIST)
SPACE	1/20				3	\rightarrow	_ +		ŀ						
SOUTH WALL & FRONT WALL PLUGS (EXIST) 1/20				5	\rightarrow		6	;				3/40	AIR CONDITIONER (EXIST)	
PLUG UNDER PANEL (EXIST)	1/20				7	}∳-		- 8	3						
SPACE	1/20				9	\rightarrow	- +	- 1	0				1/20	SPACE	
FRONT PHARMACY AREA LIGHTS (EXIST)	1/20				11	\rightarrow		- 1	2				1/20	FRONT AREA	NORTH ROW LIGHTS (EXIST
FRONT WINDOW PLUGS (EXIST)	1/20				13	}∳-		1	4				1/20	FRONT AREA	SOUTH ROW LIGHTS (EXIST
SPACE					15	\rightarrow	_ -	- 1	6					SPACE	
CASH REGISTER (EXIST)	1/20				17	\rightarrow		- 1	8				1/20	BACK ROOM	PLUGS (EXIST)
PHARMACY COMPUTER (EXIST)	1/20				19]∳_		2	0				1/20	BACK ROOM	PLUGS (EXIST)
SPACE					21	\rightarrow	_ +	2	2					SPACE	
PHARMACY FRIG. (EXIST)	1/20				23	\rightarrow		2	4				1/20	FRONT AREA	NORTH WALL PLUGS (EXIST
PHARMACY PLUGS (EXIST)	1/20				25	}∳_		2	6				1/20	FRONT AREA	NORTH WALL PLUGS (EXIST
SPACE					27	}	-+	2	8						
SHOWCASE WINDOW PLUGS (EXIST)	1/20				29	$\left - \right $		3	0						
TIMER FOR FRONT SIGN (EXIST)	1/20				31	}∳_		3	2						
					33]	-+	3	4						
					35	\rightarrow		3	6						
					37	}∳-		3	8						
					39]	_ +	4	0						
					41			- 4	2						
TOTAL CONNECTED LOAD	Q	ØA	193	860				ØB	20	520	_		ØC	20980	
TOTAL CONNECTED LOAD (V	A)	60	860					С	OND	UIT	EXIS	STING	;		

NOTE:

ELECTRICAL CONTRACTOR TO FIELD VERIFY ALL CIRCUITS WHICH ARE INDICATED AS EXISTING (EXIST) AND THAT ARE FEEDING THE EQUIPMENT / DEVICES AS SHOWN ON THE DRAWING.

PER NEC IN 120/240 V, 3 PHASE 4 WIRE SYSTEM, 120V DEVICES CANNOT BE FED FROM HIGH LEG (PHASE C) THE CONTRACTOR NEEDS TO INVESTIGATE THE PANEL AND MAKE SURE THE 120V, DEVICES ARE BEING FED PROPERLY

2

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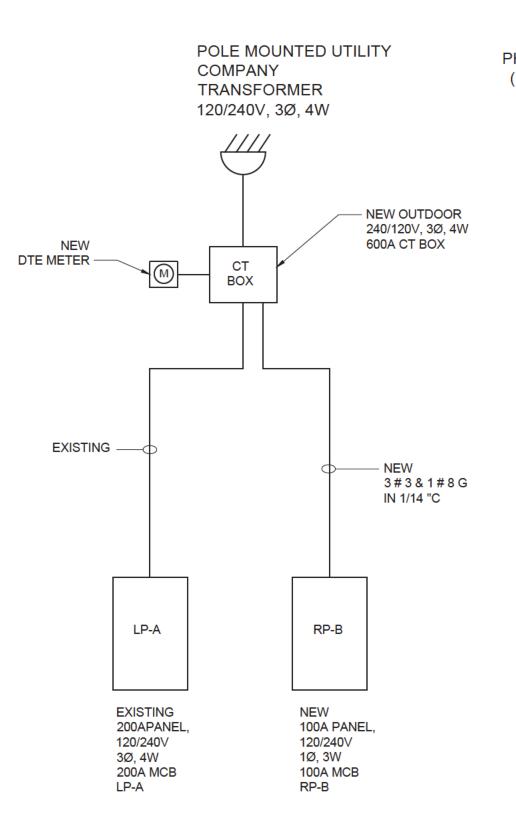
NEW PANEL RP-B	120/240	100A PANEL					100 MCB 14				
DESCRIPTION	POLES & AMPS	A	VA B	CIRC. NO.	A 	B	CIRC. NO.	V	A B	POLES & AMPS	DESCRI
RCPT. / JB FOR GLYCOL CHILLER	1/20	700		1			2	800		1/20	EXIT AND NIGHT LIGHT
RCPT. / JB FOR GOSLING	1/20		1560	3		-+-	- 4		700	1/20	RECEPTACLE - GFI
RECEPTACLE - GFI	1/20	700		5			6	700		1/20	RECEPTACLE
RECEPTACLES - ISOLATED GROUND I.G.	1/20		1000	7		-+-	8			1/20	SPARE
RECEPTACLES - ISOLATED GROUND I.G.	1/20	1000		9			10			1/20	SPARE
SPARE	1/20			11		-+-	- 12			1/20	SPARE
SPARE	1/20			13			- 14			1/20	SPARE
SPARE	1/20			15		-+-	16			1/20	SPARE
SPARE	1/20			17			- 18			1/20	SPARE
SPARE	1/20			19		-+-	20			1/20	SPARE
SPARE	1/20			21			22			1/20	SPARE
SPARE	1/20			23		-+-	24			1/20	SPARE
SPARE	1/20			25			26			1/20	SPARE
SPARE	1/20			27		-+-	- 28			1/20	SPARE
SPARE	1/20			29			30			1/20	SPARE
		2400	2560					1500	700		
TOTAL CONNECTED LOAD	1	ØA	390	0			ØB 3	260			
TOTAL CONNECTED LOAD (\	/A)	71	60	_			CON	DUIT	3 # 3	& 1 # 8 G	G IN 1/14 "C

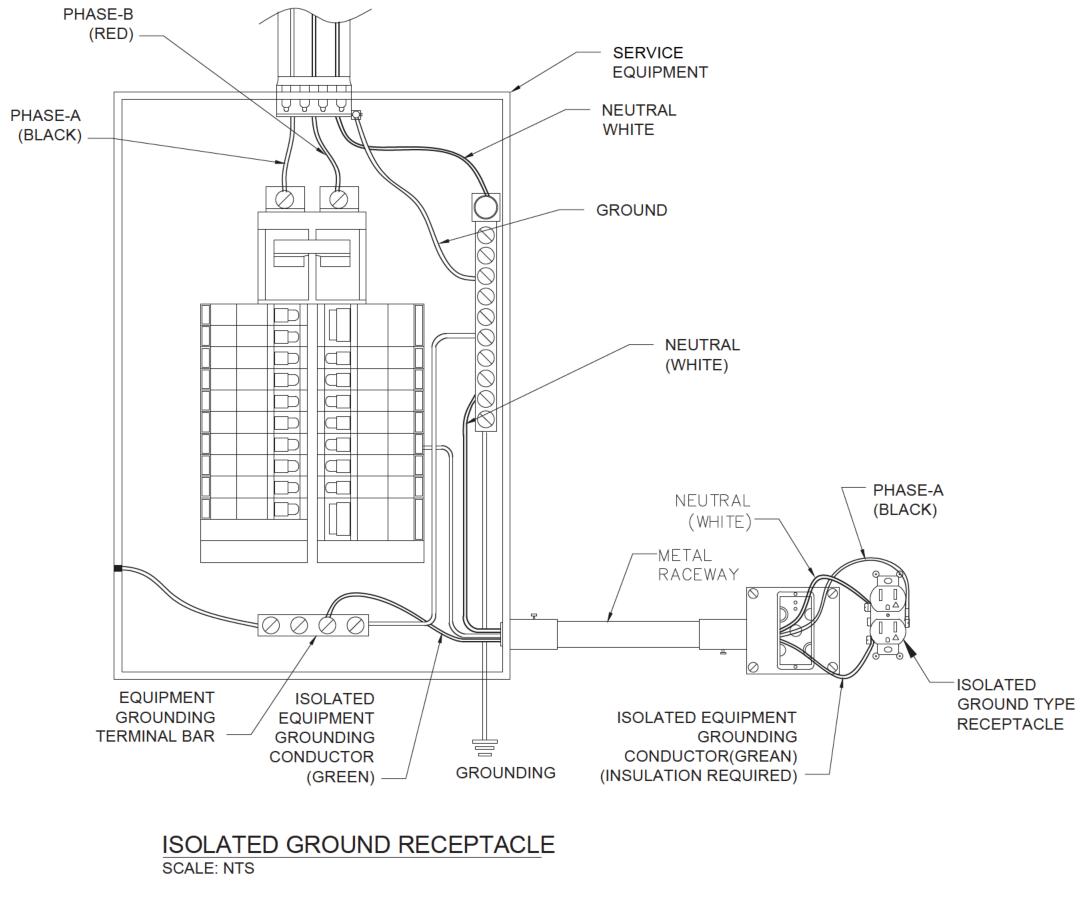
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	ELECTRICAL LUMINARIES SCHEDULE										
SYMBOL	MANUFACTURER	MOUNTING	MANUFACTURER & MODEL #	LAMPS TYPE	VOLTAGE	DESCRIPTION					
LC	BY OWNER	CEILING	BY OWNER	LED	120						
LG	BY OWNER	SUSPENDED	BY OWNER	LED	120	SUSPENDED					
LH	BY OWNER	SUSPENDED	BY OWNER	LED	120	USED AS NIGHT LIGHT					
XA	SURE-LITES	WALL / CEILING	LPX7	LED	120	WALL/CEILING MOUNTED					
XA1	EXISTING	WALL	EXISTING	EXISTING	120	OUTDOOR WALL MOUNTED					
XB	SURE-LITES	WALL / CEILING	SEL50SD	LED	120	WALL / CEILING MOUNTED					
ХС	EXISTING	WALL	EXISTING	EXISTING	120	WALL MOUNTED					
OA	EXISTING	WALL	EXISTING	EXISTING	120	OUTDOOR WALL MOUNTED					
OB	EXISTING	WALL	EXISTING	EXISTING	120	OUTDOOR WALL MOUNTED					

В







ELECTRICAL ONE LINE DIAGRAM SCALE: NTS

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CLIENT:	
MR. ANTHONY SOMEDAY BREW 20746 MACK GROSSE POINTE 48236	/ING, LLC (AVE.
PROJECT: SOMEDAY BR 20746 MACH GROSS POINTE MI 4823	KAVE WOODS
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PERMIT SET 100% OWNER REVIEW REVISION	09/17/2021 08/16/2021 DATE
SEAL:	
SHEET TITLE: ELECTRIC ONE LINE DIAGRAM SCHEDUL AND DETA	, ES
Date: Project Number:	
SHEET NUMBER:	
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LEGEND & SYMBOLS

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2

		2	
CW	- DOMESTIC COLD WATER	1	PIPE BREAK PIPE UP
——HW——	- DOMESTIC HOT WATER	о— с—	PIPE DOWN
——HWR——	- DOMESTIC HOT WATER RETURN	ں ب ب	PIPE DOWN
SAN	- PLUMBING SANITARY		PIPE CAP
V	- PLUMBING VENT	1	UNION
ST	- STORM	_	PIPE GUIDE
GAS	- NATURAL GAS	\times	PIPE ANCHOR
FP	- FIRE PROTECTION	M	SHUT-OFF VALVE
HCWS	- HEATING & COOLING WATER SUPPLY	\bowtie	GLOBE VALVE
HCWR	- HEATING & COOLING WATER RETURN	\bowtie	GATE VALVE
←───	SUPPLY AIR	ון	BUTTERFLY VALVE
<\	RETURN OR EXHAUST AIR	↓	STRAINER
2	DOOR LOUVER NO. INDICATES SIZE IN SQ.FT.	$\overrightarrow{\square}$	CHECK VALVE
\rightarrow	CONCENTRIC REDUCER		
	ECCENTRIC REDUCER-FLUSH TOP	1~~1	EXPANSION FITTING
— <u> </u>	ECCENTRIC REDUCER-FLUSH BOTTOM	\odot	FLOOR SINK
PS	PRESSURE SWITCH	Ø	FLOOR DRAIN
,[]	THERMOMETER	о∺ф	GAS COCK
Ţ	FAN		
	EXHAUST FAN		
	SUPPLY AIR DUCT SECTION-UP		
\boxtimes	SUPPLY AIR DUCT SECTION-DOWN		
	EXHAUST AIR DUCT SECTION-UP		
\square	EXHAUST AIR DUCT SECTION-DOWN		
⊨			
SD	SMOKE DAMPER WITH ACCESS DOOR		
	FIRE DAMPER WITH ACCESS DOOR		
	MANUAL VOLUME DAMPER		
	BACKDRAFT DAMPER		
	CHANGE OF ELEVATION: RISE (R) OR DROP (D)		
	ACCESS DOOR OR ACCESS PANEL		
	METER ELBOW WITH TURNING VANES		
	FLEXIBLE CONNECTOR		
	SPLITTER DAMPER-SEE PLAN FOR NECK SIZES		
	AIR EXTRACTOR WITH VANES		
	DUCT TRANSITION-RECTANGULAR		
	DUCT TRANSITION-RECTANGULAR TO ROUND		
	DUCT ELBOW-TURNED UP 90%-RECTANGULAR		
	DUCT ELBOW-TURNED DOWN 90%-RECTANGULAR		
	CEILING DIFFUSSER-ROUND NECK		
	SUPPLY REGISTER OR GRILLE-SIDEWALL		
	SUPPLY CEILING REGISTER		
	RETURN OR EXHAUST-REGISTER OR GRILLE-SIDEWALL		

---- RETURN OR EXHAUST-CEILING REGISTER

TSW SUPPLY-REGISTER OR GRILLE-LOW SIDEWALL

VANED ELBOW (SHORT RADIUS)

ROUND ELBOW (SHORT RADIUS)

SMOKE DETECTOR - DUCT MOUNTED

MOTOR ACTUATED DISK DAMPER

WORK LIMITS/CONNECTION TO EXISTING

OPPOSED BLADE DAMPER

12X8 DUCT SIZE - FIRST FIGURE IS SIDE SHOWN

JAGAGAGAT FLEXIBLE DUCTWORK

MOTOR ACTUATED DAMPER

///// WORK TO BE DEMOLISHED

AIR CONDITION
AUGLISS DOUL
AIRFOIL/BACK
ABOVE FINISH
ABOVE FINISH
AIR HANDLING
AMBIENT
AIR PRESSUR
BOILER
GRAVITY BAC
BACK FLOW F
BRAKE HORSE
BOTTOM OF D BOTTOM OF D BOTTOM OF U CEILING AIR D
BOTTOM OF F
BOTTOM OF U
CEILING AIR D
CUBIC FEET (
CLEANOUT
CONTINUATION
CABINET UNIT
CITY WATER
DISCHARGE A
DRY BULB
DUCTILE IRON
DIAMETER
DAMPER MOT
DOWNSPOUT
EXHAUST AIR
ENTERING AIR
EXHAUST FAN
EXHAUST GRI
ELEVATION
EXHAUST AIR
ENTHALPY SE EXTERNAL ST
ENTERING WA
FLEXIBLE CON
FINISHED FLO
FINISHED FLO
FEET PER MIN
FULL LOAD A
GAUGE
GALLONS PER
HORSEPOWER
HOUR
HEAT RECOVE
HEATING VEN
HOT WATER
INCHES OF W
INCHES OF W
LOUVER
LOUVER LEAVING AIR
POUNDS
LINEAR FEET
LEAVING WAT
MAXIMUM ALL
MAKEUP AIR
MINIMUM CIRC
MANUFACTUR
NORMALLY CL
NATURAL GAS
NORMALLY OF
NATIONAL PIP
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OUTSIDE AIR
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ANICAL ABBREVIATIONS	TEMPERATUR	RE CONTROL-PARTIAL S	<u>YMBOL LIST</u>	
AIR CONDITIONING, AIR CONDITIONING UNIT ACCESS DOOR	SYMBOL DESC	RIPTION	SYMBOL	DESCRIPTION
N AIRFOIL/BACKWARD INCLINED FAN ABOVE FINISHED FLOOR ABOVE FINISHED GRADE	CO2 CARBO	ON DIOXIDE SENSOR	OS	OCCUPANCY SENSOR
AIR HANDLING UNIT AMBIENT AIR PRESSURE DROP	CO CARBO	ON MONOXIDE SENSOR	PT	PRESSURE TRANSMITTER
BOILER GRAVITY BACKDRAFT DAMPER	DPT DIFFEI	RENTIAL PRESSUER TRANSMITTER	SP	STATIC PRESSURE SENSOR OR
BACK FLOW PREVENTER BRAKE HORSEPOWER BOTTOM OF DUCT	FM FLOW	METER	Ŕ	VALVE-2 WAY CONTROL VALV
BOTTOM OF REGISTER BOTTOM OF UNIT	GUARI	D FOR STAT OR SENSOR	Ŕ	VALVE-3 WAY CONTROL VALV
CEILING AIR DIFFUSER (TYPE A) CUBIC FEET OF STANDARD AIR PER MINUTE CLEANOUT		DISTAT OR HUMIDITY SENSOR DIFINED ON TC DRAWINGS)	T	THERMOSTAT OR TEMPERATUR (AS DEFINED ON DRAWINGS)
CONTINUATION CABINET UNIT HEATER CITY WATER				
DISCHARGE AIR DRY BULB				
DUCTILE IRON DIAMETER DAMPER MOTOR				
DOWNSPOUT EXHAUST AIR RELIEF ENTERING AIR TEMPERATURE				
EXHAUST FAN EXHAUST GRILLE	<u>Standard</u>	METHODS OF NOTATION	<u>√</u>	
ELEVATION EXHAUST AIR REGISTER (TYPE 1) ENTHALPY SENSOR	S—1 10ø	SUPPLY DIFFUSER WITH SO 10" DIAMETER NECK SIZE	HEDULE TAG "	1",
EXTERNAL STATIC PRESSURE ENTERING WATER TEMPERATURE	350-4	350 CFM TYPICAL FOR 4		
FLEXIBLE CONNECTOR FINISHED FLOOR FEET	R-1 22x22	RETURN REGESTER WITH S 22"x22" DIAMETER NECK S		'1",
FEET PER MINUTE FULL LOAD AMPS	640-2	640 CFM TYPICAL FOR 2 EXHAUST REGESTER E DES	SIGNATION SIMIL	AR.
GAUGE GALLONS PER MINUTE HORSEPOWER	8"	PIPE DIAMETER NOTATION	ALL SIZES IN	
HOUR HEAT RECOVERY UNIT HEATING VENTILATING AIR CONDITIONING UNIT		INCHES		
HOT WATER INCHES OF WATER GAGE	8"ø — " ((((() i	DUCT SIZE NOTATION		
INCHES LOUVER LEAVING AIR TEMPERATURE	<u> </u>	ALL SIZES IN INCHES		
POUNDS LINEAR FEET LEAVING WATER TEMPERATURE		EXISTING RECTANGAULAR DUCT		
MAXIMUM ALLOWABLE PRESSURE MAKEUP AIR UNIT		NEW RECTANGAULAR DUCT		
MINIMUM CIRCUIT AMPACITY MANUFACTURER				
NORMALLY CLOSED, NOISE CRITERIA NATURAL GAS NORMALLY OPEN	$\langle 1 \rangle$	CONSTRUCTION NOTE NUM	3ER	
NATIONAL PIPE THREAD NON PORTABLE WATER	EF	EQUIPMENT DESIGNATION		
OUTSIDE AIR OUTSIDE AIR INTAKE PUMP		(ie EXHAUST FAN NUMBER	1)	
PUMPLESS CONDENSATE UNIT PRESSURE DROP		 NEW SYSTEM COMPONENT EXISTING SYSTEM COMPONE 	INT TO REMAIN	
PROPELLER FAN PROPELYNE GLYCOL PHASE				
OVERFLOW DRAIN ROF SUMP PRESSURE SENSOR, PRESSURE SWITCH	•			
POUNDS PER SQUARE INCH RETURN AIR RELATIVE HUMIDITY	POIN	T OF NEW CONNECTION SYMBOL		
ROOF OPENING REVOLUTIONS PER MINUTE RETURN AIR REGISTER (TYPE 1)				
ROOF DRAIN SUMP SANITARY	SEC	TION OR PLAN NUMBER		
SUPPLY AIR DIFFUSER SUPPLY AIR FAN SUPPLY GRILLE	/			
STATIC PRESSURE SPECIFICATION SUPPLY AIR REGISTER		- SHEET WHERE SECTION IS SH	HOWN	
STAINLESS STEEL STATION	SHEE	T WHERE SECTION IS FROM		
SINGLE WIDTH SINGLE INLET SOLENOID VALVE				
SPACE THERMOSTAT OR SENSOR TEMPERATURE THREE—WAY DISCHARGE VALVE		CTION OR PLAN NUMBER		
TOP OF DUCT TOP OF UNIT TOTAL STATIC PRESSURE		ECTION ale:		
TYPICAL UNIT HEATER		- SHEET WHERE SECTION IS SH	IOWN	
UP THROUGH ROOF VOLTS, VENTILATING, PLUMBING VENT COOLING CONTROL VALVE	SHEE	T WHERE SECTION IS FROM		
VARIABLE AIR VOLUME VELOCITY HEATING CONTROL VALVE		- AREA OF ENLARGEMENT		
VOLUME DAMPER WITH		PLAN DESIG	ΝΑΠΟΝ	
VENT THROUGH ROOF (PLUMBING) WET BULB WATER PRESSURE DROP		"B" ²		
WATER COLUMN, WATER CLOSET ZONE TEMPERATURE SENSOR	SHEET M1.0			
	SHEET M1.0 SHEET M1.1	MATCH LINE		
			DICATES NEW V	WORK
			DICATES EXISTIN	
		EQUIPMENT OF	REFERENCED	INFORMATION
		INFORMATION		
			NDICATE PIPIN W SLAB OR GRA	
		MATERIALS TO	BE DISCONNEC	
		REMOVED		

MECHANICAL DRAWING LIST

- M-0 ABBREVIATIONS, NOTES, AND SYMBOLS
- M-1 FIRST FLOOR PLAN MECHANICAL HVAC
- M-2 FIRST FLOOR PLAN MECHANICAL PLUMBING
- M-3 MECHANICAL SCHEDULES AND DETAILS

OR PROBE

ALVE

ALVE

TURE SENSOR

MECHANICAL DESIGN CONDITIONS

OUTDOOR:

SUMMER: 95 DEG. F DB/75 F WB WINTER: -10 F DB**

WATER COOLED EVAPORATIVE EQUIPMENT: 78 DEG WB AIR COOLED CONDENSING UNITS AMBIENT AIR TEMPERATURE: 95 DEG F.

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CLIENT:

MR. ANTHONY KILIMAS SOMEDAY BREWING, LLC 20746 MACK AVE. GROSSE POINTE WOODS, MI 48236

PROJECT:

SOMEDAY BREWING 20746 MACK AVE GROSS POINTE WOODS MI 48236

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REVISION	DATE						



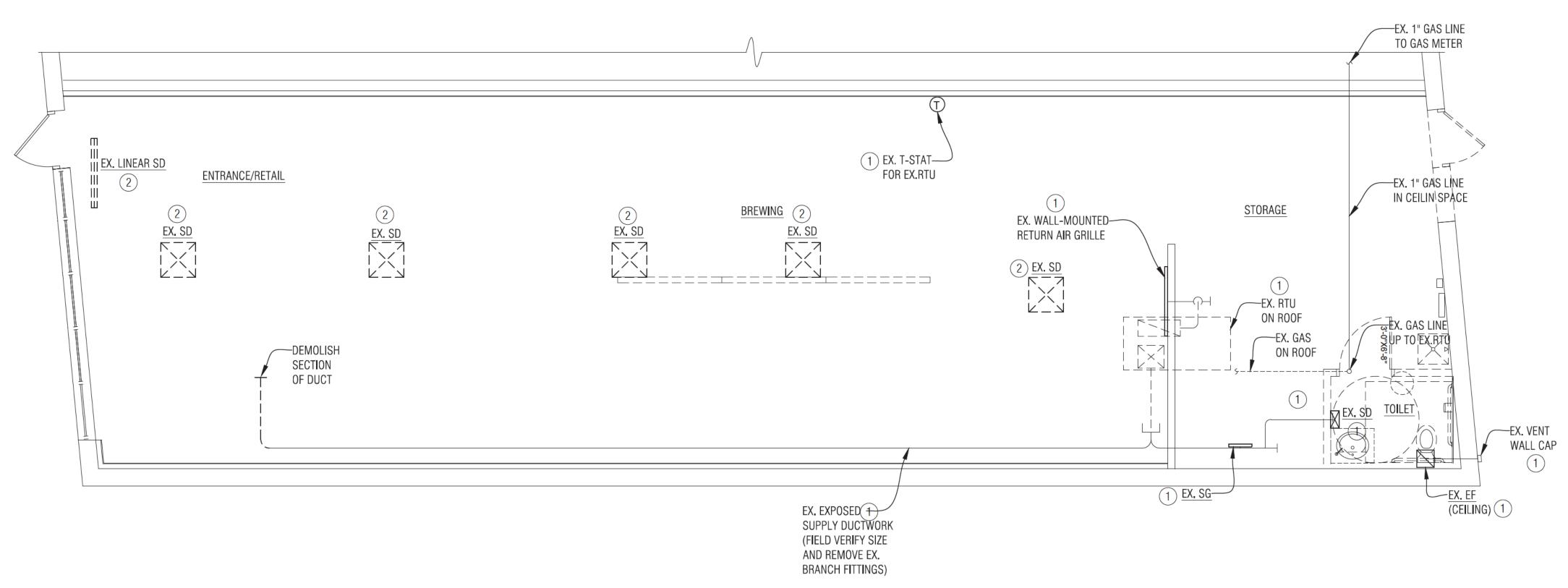
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Date: Project Number:

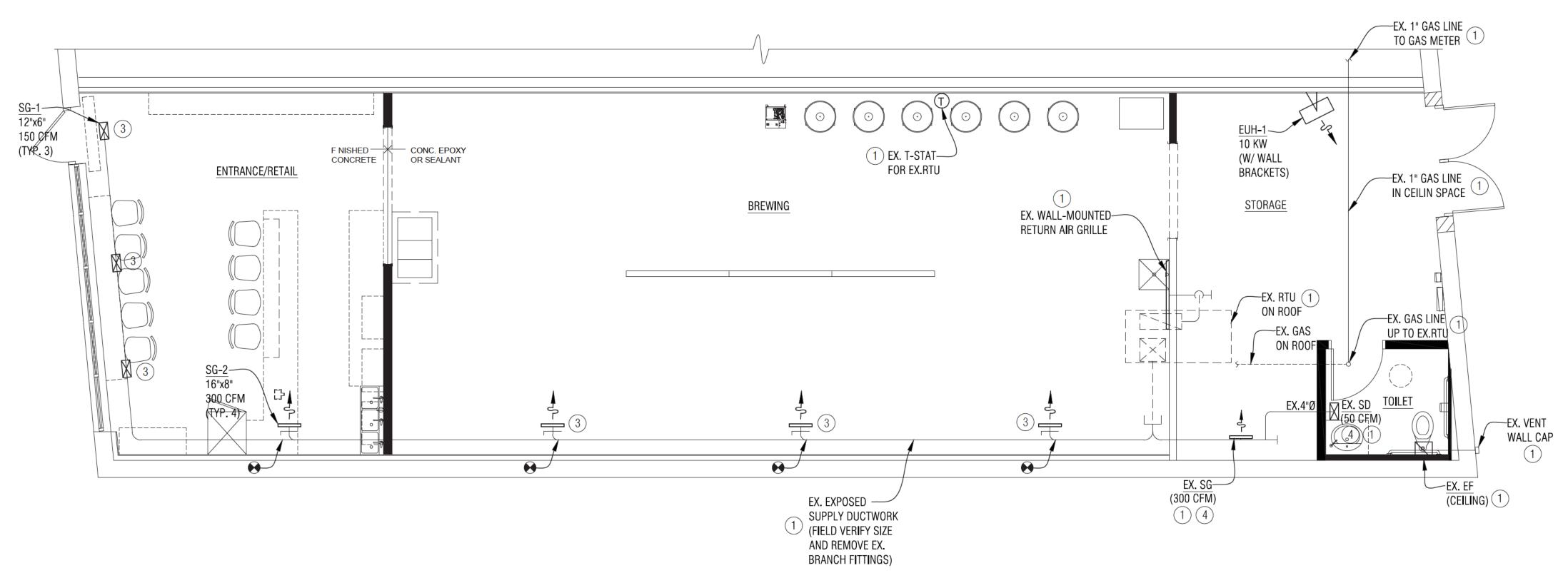
SHEET NUMBER:

ABBREVIATIONS, **NOTES & SYMBOLS** 1032 **M-0**

NOTE: SOME SYMBOLS AND ABBREVATIONS SHOWN MAY NOT APPLY TO THIS PROJECT









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FIRST FLOOR PLAN - MECHANICAL HVAC NEW SCALE 1/4" = 1'-0"

GENERAL MECHANICAL NOTES:

1. ALL WORK SHALL BE PERFORMED PER LATEST LOCAL, STATE CODES AND STANDARDS.

2. MECHANICAL CONTRACTOR SHALL FIELD VERIFY EXACT EXISTING CONDITIONS PRIOR TO STARTING NEW WORK. MODIFY EXISTING CONDITIONS AS NECESSARY TO INSTALL PROPOSED WORK. COORDINATE WITH OWNER AND ARCHITECT/ENGINEER FOR ANY VARIATIONS.

3. MECHANICAL CONTRACTOR SHALL SUPPLY ROOF CURB TO MATCH NEW MUA UNIT ON ROOF, AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

4. MECHANICAL CONTRACTOR SHALL CLOSELY COORDINATE WITH STRUCTURAL CONDITIONS PRIOR TO INSTALLING ANY EQUIPMENT ON ROOF OR INSIDE SPACE, AND SHALL PROVIDE PROPER CODE APPROVED STRUCTURAL SUPPORTS.

5. MECHANICAL CONTRACTOR SHALL VERIFY EXISTING WATER AND GAS SERVICE AND VERIFY AGAINST NEW REQUIRED CAPACITIES. COORDINATE WITH UTILITIES FOR ANY METER AND SERVICE UPGRADE.

MECHANICAL KEYNOTES:

- (1.) EXISTING TO REMAIN IN USE.
- (2.) DEMOLISH EXISTING CEILING DIFFUSER AND BRANCH DUCT.
- (3.) NEW DUCT MOUNTED SUPPLY AIR GRILLE. RECONNECT TO EXISTING EXPOSED SUPPLY DUCT IN CEILING.
- 4. BALANCE EXISTING SUPPLY AIR GRILLE TO DESIGN CFM SHOWN.

VENTILATION AIR BALANCE:

- OUTSIDE AIR VENTILATION BASED ON RATES PER MMC 2015 -TABLE 403.3.1.1, USER GROUP: RETAIL.
- 20 PERSON x 7.5CFM = 150 CFM1,615 FT² x 7.5CFM = 193.8 CFMTOTAL OA = 343.8 CFM
- BALANCE EX. RTU FRESH AIR DAMPER TO MINIMUM 18%.

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CONSULTANT:
CLIENT:

MR. ANTHONY KILIMAS SOMEDAY BREWING, LLC 20746 MACK AVE. GROSSE POINTE WOODS, MI 48236

PROJECT:

SOMEDAY BREWING 20746 MACK AVE GROSS POINTE WOODS MI 48236

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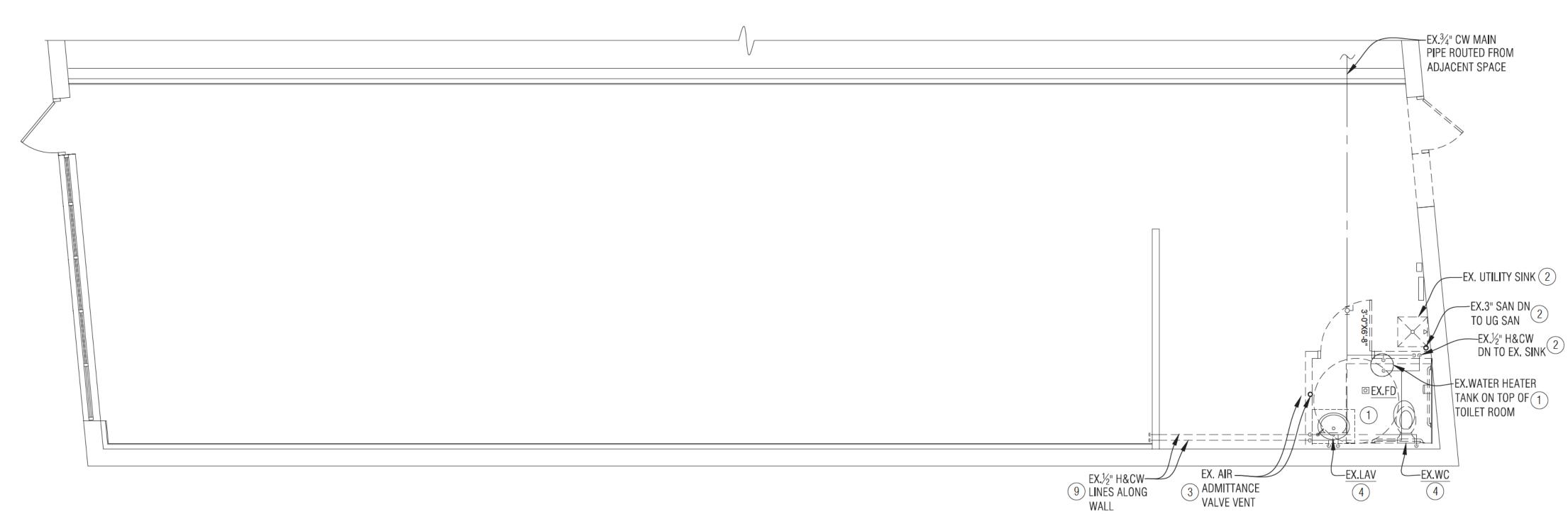
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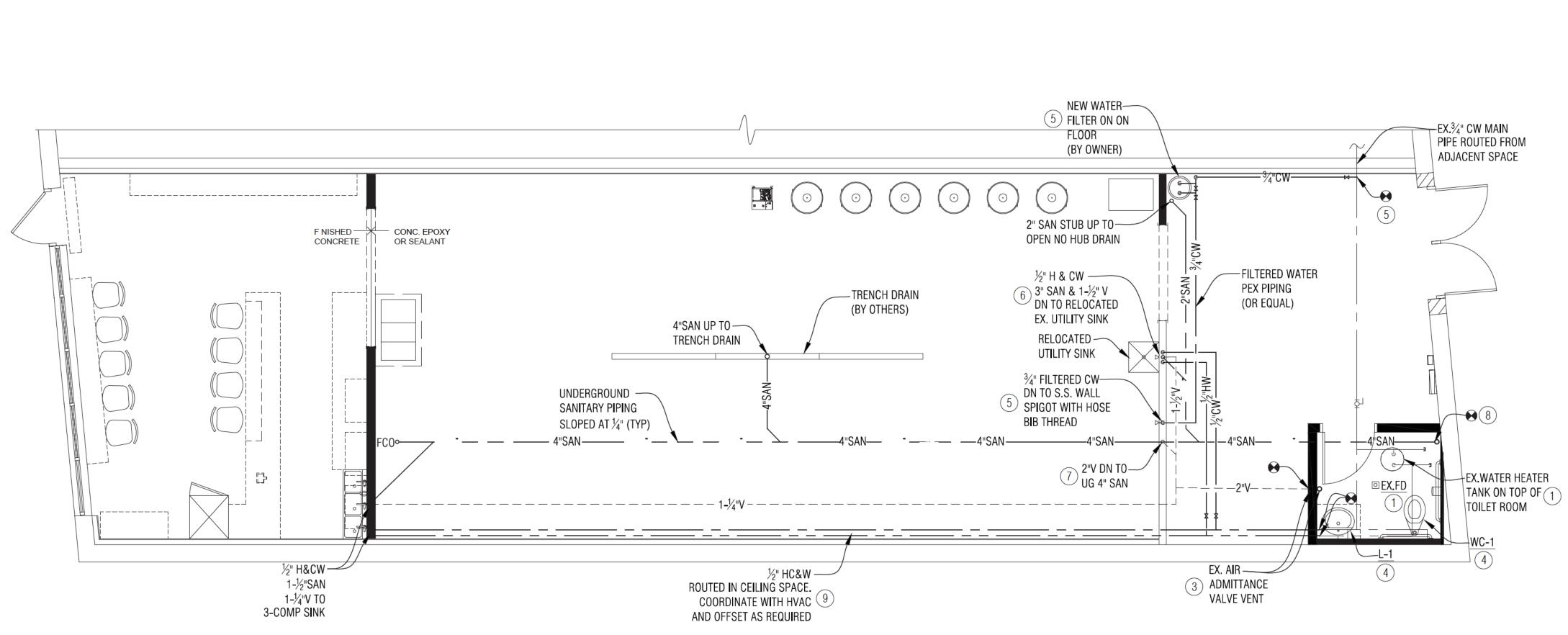
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FIRST FLOOR PLAN **MECHANICAL HVAC**











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FIRST FLOOR PLAN - PLUMBING NEW SCALE 1/4" = 1'-0"



- 1. ALL WORK SHALL BE PERFORMED PER LATEST LOCAL AND MICHIGAN STATE CODES, RULES AND STANDARDS.
- 2. PLUMBING CONTRACTOR SHALL FIELD VERIFY EXACT EXISTING CONDITIONS PRIOR TO STARTING NEW WORK. MODIFY EXISTING CONDITIONS AS NECESSARY TO INSTALL PROPOSED WORK. COORDINATE WITH OWNER AND ARCHITECT/ENGINEER FOR ANY VARIATIONS.
- 3. PLUMBING CONTRACTOR SHALL CLOSELY COORDINATE WITH ARCHITECTURAL AND EQUIPMENT LAYOUT PRIOR TO INSTALLING ANY PLUMBING PIPING IN THE AREA OF WORK, AND SHALL PROVIDE CODE APPROVED WORK.
- 4. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE AREA OF WORK PRIOR TO COMMENCEMENT OF WORK.
- 5. COORDINATE CONSTRUCTION ACTIVITIES WITH OWNER AND OTHER DISCIPLINES TO ASSURE CONTINUITY OF CONSTRUCTION WORK.
- 6. ALL PLUMBING FIXTURES SHALL BE VENTED AND CONNECTED TO EXISTING VENT RISER.
- 7. ALL WATER LINES SHALL BE INSULATED.

PLUMBING KEYNOTES:

- (1.) EXISTING TO REMAIN IN USE.
- (2.) RELOCATE EXISTING UTILITY SINK TO NEW LOCATION AS SHOWN. DISCONNECT AND CAP WATER AND SAN PIPING
- (3.) RELOCATE EX. VENT RISER PIPE AND AIR ADMITTANCE VALVE PER NEW TOILET WALL LOCATION. COORDINATE WITH ARCHITECTURAL.
- (4.) DEMOLISH EXISTING LAVATORY AND WATER CLOSET. RECONNECT EX. CW, HW, SAN AND VENT LINES TO NEW LAVATORY L-1 AND WATER CLOSET WC-1.
- (5.) NEW WATER FILTER ON FLOOR IN STORAGE ROOM (FILTER BY OWNER). CONNECT TO EXISTING WATER MAIN SERVING SPACE. INSTALL PER MANUFACTURER'S INSTRUCTIONS AND ROUTE FILTERED WATER $\frac{3}{4}$ " LINE TO WALL-MOUNTED S.S. WATER SPIGOT. PROVIDE REQUIRED NO HUB DRAIN AND CONNECT TO NEW UNDERGROUND SANITARY.
- (6.) PROVIDE $\frac{1}{2}$ " CW, $\frac{1}{2}$ " HW, 3" SAN AND 1- $\frac{1}{2}$ " VENT PIPING TO RELOCATED UTILITY SINK. CONNECT FROM NEW WATER LINES ROUTED ALONG THE WALL IN CEILING TO NEW FAUCET WITH HOSE BIB. CONNECT NEW SAN AND VENT LINES AS SHOWN.
- (7.) ROUTE NEW 2" VENT LINE DOWN TO NEW 4" SAN UNDERGROUND. CONNECT NEW VENT LINE TO EXISTING VENT RISER. FIELD VERIFY.
- (8.) CONNECT NEW UNDERGROUND SANITARY LINE TO EXISTING SANITARY MAIN. FIELD VERIFY FOR EXACT LOCATION. COORDINATE WITH ALL DISCIPLINES.
- (9.) DEMOLISH EXISTING EXPOSED WATER LINES ALONG WALL. CONNECT NEW WATER LINES AND ROUTE IN CEILING SPACE AS SHOWN.

PLUMBING FIXTURES SPECIFICATIONS:

- WC-1:
- AMERICAN STANDARD, CADET 2467164.020, OR EQUAL
- TWO-PIECE, COMBINATION BOWL AND
- TANK - 1.6 GPF PRESSURE-ASSISTED SIPHON JET FLUSH ACTION
- FLOOR-MOUNTED WITH BEDPAN LUGS - PROVIDE WITH COMPATIBLE OPEN FRONT SEAT
- ADA COMPLIANT

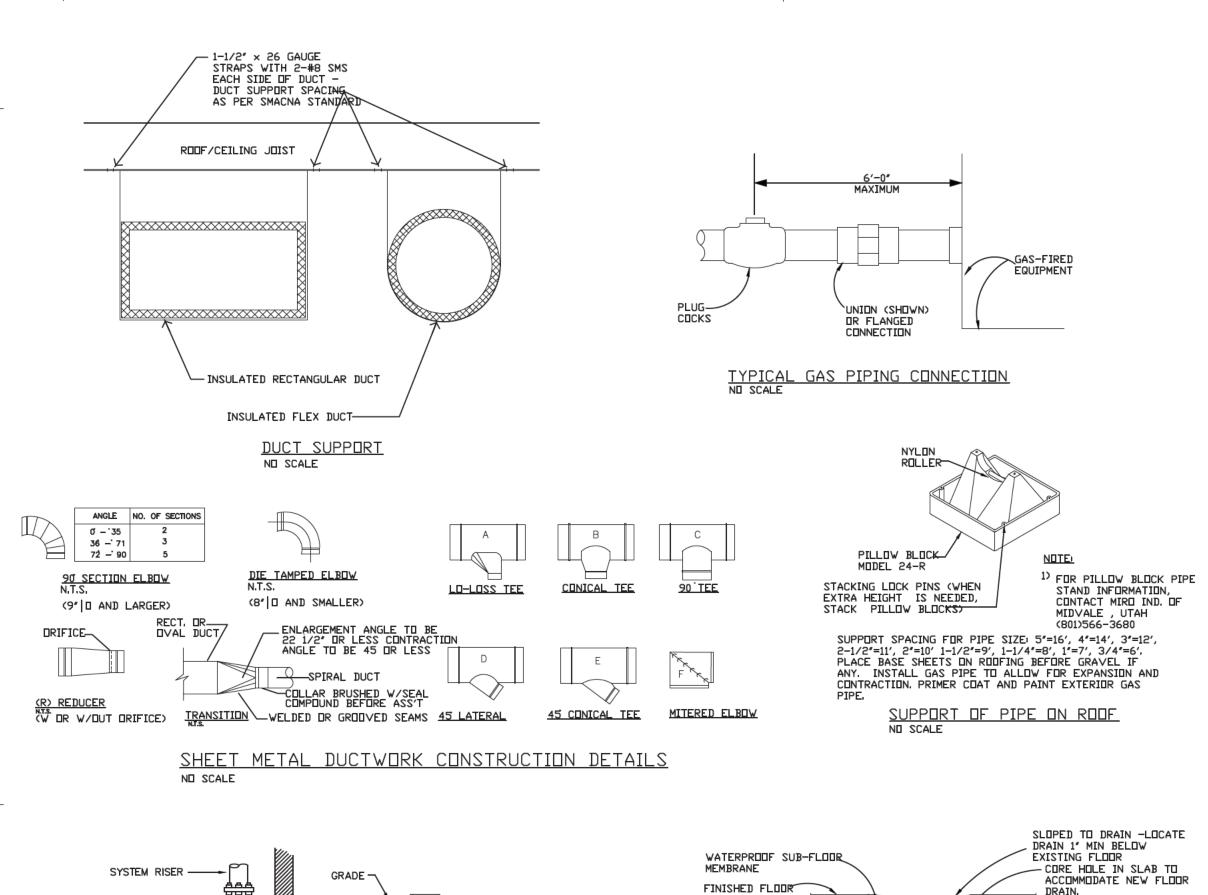
<u>L-1:</u>

- KOHLER OR EQUAL
- MODEL: KINGSTON K-2005, OR EQUAL WHITE VITREOUS CHINA, ADA
- WALL-MOUNTED WITH CONCEALED ARMS SUPPORT
- FAUCET HOLES ON 4" CENTER
- WITH MANUAL TWO WRIST HANDLE TYPE FAUCET

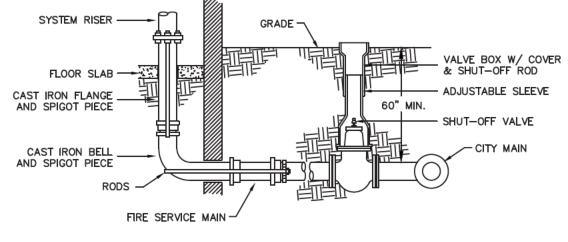
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CLIENT: MR. ANTHONY SOMEDAY BREV 20746 MAC	WING, LLC
GROSSE POINTE 48236 PROJECT: SOMEDAY BF 20746 MAC GROSS POINT	REWING K AVE
ФСОРЧИННТ 2020 DOKES DESIGN	
PERMIT SET OWNER REV EW	09/17/21
DESIGN DEVELOPMENT REVISION SEAL:	09/01/20 DATE
SHEET TITLE: Date:	
Project Number: SHEET NUMBER: FIRST FLOOP MECHANICA PLUMBING	

M-2

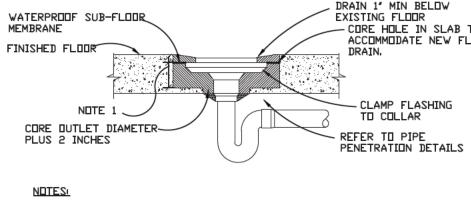
Section 7, Item A.



D



TYPICAL CONNECTION TO FIRE PROTECTION SYSTEM RISER



1. REFER TO ARCHITECTURAL DRAWINGS FOR FLOOR THICKNESS AND FINISHES. 2. WHERE WATERPROOF FLOOR COVERINGS OCCUR, PROVIDE WIDE FLANGE STRAINER AND PLUG SEEPAGE OPENINGS. 3. PROVIDE EXTENSIONS WHERE REQUIRED TO ACCOMMODATE FLOOR THICKNESS. 4. MEMBRANE NOT REQUIRED FOR FLOOR DRAIN ON GRADE. 5. ADD TRAP PRIMER AS INDICATED ON DRAWINGS AND PER CODE.

TYPICAL FLOOR DRAIN PIPING DETAIL

	PLUMBING FIXTURE SCHEDULE										
-	ITEM				WATER		MANUFACTURER (DR APPROVED	NOTES			
TAG	DISCRIPTION	WASTE	VENT	TRAP	COLD	нот	EQUAL>				
L-1	WALL HUNG LAVATORY	1-1/2"	1-1/4*	1-1/2"	1/2″	1/2″	AMERICAN STANDARD, LUCERNE, MODEL 0356.421, 20-1/2" × 18-1/4", 4" CENTERSET FAUCET HOLES, WALL HUNG, WHITE, VITREOUS CHINA, D-SHAPED BOWL, BARRIER FREE, LEDGE BACK, FRONT DVERFLOW, CONCEALED HANGER SUPPLIED WITH LAVATORY	1			
WC-1	WATER CLOSET	4*	2*	-	3/4″	-	AMERICAN STANDARD, MODEL CADET RIGHT HEIGHT, ELONGATED, 16-1/2" HEIGHT, PRESSURE-ASSISTED, 1.6 GPH, FLOOR-MOUNTED, FLUSH TANK, PERMANENT EVERCLEAN SURFACE, PROVIDE W/ COMPATIBLE TOILET SEAT	2			
						-					

NOTES

ND SCALE

1. PROVIDE LAV-1 WITH FAUCET, AMERICAN STANDARD MODEL 6114.115.002 (4" FIXED CENTERS, 0.5 GPM, SINGLE LEVER, VANDAL RESISTANT, CAST BRASS BODAY) & ASSE 1070 COMPLIANT HOT WATER MIXING VALVE.

2. PREVIDE WITH MANUAL FLUSH VALVE AND CEMPATIBLE ACCESSERIES. INSTALL PER ADA AND MANUFACTURER'S INSTRUCTIONS.

ELECTRIC UNIT HEATER SCHEDULE												
TAG	AREA SER∀ED	MANUFACTURER MIDEL#	CAPACITY (KW)	HEATING (MBH)	AIR SIDE WEIGHT (LBS)					REMARKS		
					AIRFLOW (CFM)	TEMP. RISE (*F)	DISCHARGE PATTERN	V/PH	Fan Motor (HP)	FAN RPM	•	
EUH-1	STORAGE		10.0	34.0	625	51	HORIZONTAL	240/1	1/33	1550	67	1,2,3,4,5,6,7

<u>NOTES:</u> 1. MODEL NUMBER BASED ON REZNOR, OR APPRO∨ED EQUAL.

3

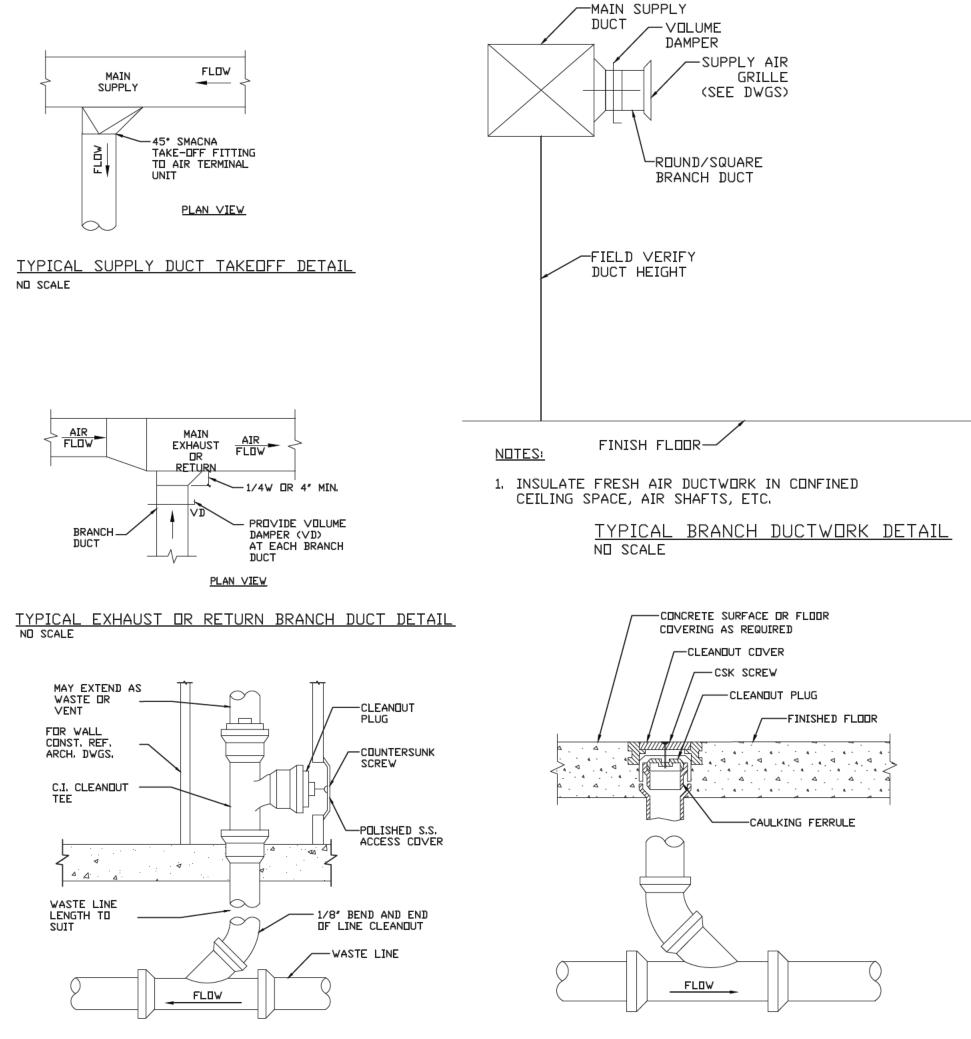
1

	GRILLE, REGISTER & DIFFUSER SCHEDULE									
UNIT NO.	SERVICE	MANUFACTURER & MODEL NUMBER	MOUNTING	DVERALL SIZE	PATTERN SIZE	NC	NECK SIZE	REMARKS		
SG-1	SUPPLY AIR GRILLE	PRICE 520D	DUCT-MOUNTED	12 " ×6"	-	< 30	SEE DWG	STEEL, LOUVERED TYPE, 34" BLADE SPACING, DOUBLE DEFLECTION, DUCT-MOUNTED, OPPOSED BLADE DAMPER		
SG-2	SUPPLY AIR GRILLE	PRICE 520D	DUCT-MOUNTED	16 * ×8*	-	< 30	SEE DWG	STEEL, LOUVERED TYPE, 34" BLADE SPACING, DOUBLE DEFLECTION, DUCT-MOUNTED, OPPOSED BLADE DAMPER		
NOTESI										

1. MODEL NUMBER BASED ON PRICE, OR APPRO∨ED EQUAL.



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FLOOR CLEANOUT - FINISHED ROOM FLOOR

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CLIENT: MR. ANTHON SOMEDAY BRE	WING, LLC
20746 MAG GROSSE POINTE 4823	WOODS, M
PROJECT: SOMEDAY E 20746 MAG GROSS POIN MI 48	CK AVE TE WOODS 236
PERMIT SET	09/17/21
DESIGN DEVELOPMENT REVISION	09/01/20 DATE
SEAL:	CHIGAN * LEANING
SHEET TITLE:	
Date: Project Number:	
SHEET NUMBER: MECHANICA SCHEDULES	
DETAILS	s and

_ STRUCTURAL NOTES

1. ALL ELEVATIONS ON THE DRAWINGS ARE RELATED TO FIRST FLOOR ELEVATION OF BUILDING 'b' (100'-0") U.N.O. REFER TO

- ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION. 2. CONTRACTOR SHALL NOTIFY THE ARCHITECT IF ANY OPENINGS OR SLEEVES, NOT SHOWN ON THE DRAWINGS, ARE REQUIRED THROUGH ANY STRUCTURAL MEMBERS, ROOF, WALLS OR FOUNDATIONS. REVIEW ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR BASES, OPENINGS, SLEEVES, ANCHORS, INSERTS, CONDUITS, RECESSES AND OTHER DEVICES IN CONCRETE WORK
- BEFORE CASTING FOUNDATIONS. 3. THE CONTRACTOR SHALL VERIFY ALL RELEVANT DIMENSIONS AND ELEVATIONS FOR EQUIPMENT INSTALLATIONS AGAINST
- MANUFACTURER'S CERTIFIED EQUIPMENT DRAWINGS AND/OR APPROVED SHOP DRAWINGS.
- 4. THE CONTRACTOR SHALL FIELD MEASURE AND VERIFY ALL EXISTING CONDITIONS RELEVANT TO THE INSTALLATION AND FIT-UP OF COMPONENTS AND SYSTEMS PROVIDED BY THE CONTRACTOR.

CONCRETE NOTES

STRUCTURAL CONCRETE HAS BEEN DESIGNED BY THE ULTIMATE STRENGTH METHOD PER ACI 318 SPECIFICATION. CONCRETE SHALL BE MANUFACTURED AND PLACED PER ACI 318 BUILDING CODE AND ACI MANUAL OF STANDARD PRACTICE, ACI 301.

- ALL REINFORCING STEEL SHALL BE A615 GRADE 60 28 DAY COMPRESSIVE STRENGTHS OF CONCRETE SHALL BE AS FOLLOWS:
 - SLABS ON GRADE 4,000 PSI
 - 3.000 PSI FROST STOOPS AT EXTERIOR DOORS
- ALL CONCRETE FORMED ABOVE GRADE AND EXPOSED TO THE EXTERIOR ENVIRONMENT, INCLUDING FROST STOOPS AT EXTERIOR DOORS, SHALL BE AIR ENTRAINED TO 5.5% BY VOLUME WITH 13" NOMINAL MAXIMUM AGGREGATE SIZE.
- WATER USED IN MIXING CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS MATERIALS SUCH AS OIL, ACID, SALT,
- CALCIUM CHLORIDE, ALKALI AND ORGANIC MATTER. SUBMIT CONCRETE MIX DESIGNS (INCLUDING ADMIXTURE DATA SHEET) AND REINFORCING STEEL SHOP DRAWINGS TO ARCHITECT/ENGINEER FOR REVIEW PRIOR TO FABRICATION.
- COLD WEATHER* REQUIREMENTS:
 - CONCRETE THAT IS TO BE PLACED DURING FREEZING OR NEAR-FREEZING WEATHER SHALL COMPLY WITH THE FOLLOWING.
 - ADEQUATE EQUIPMENT SHALL BE PROVIDED FOR
 - HEATING CONCRETE MATERIALS AND PROTECTING CONCRETE DURING FREEZING OR NEAR FREEZING
 - WEATHER.
 - CONCRETE MATERIALS AND REINFORCEMENT, FORMS, FILLERS AND GROUND WITH WHICH CONCRETE IS TO
 - COME IN CONTACT SHALL BE FREE FROM FROST.
 - FROZEN MATERIALS OR MATERIALS CONTAINING ICE
 - SHALL NOT BE USED. *COLD WEATHER IS DEFINED AS AND PERIOD OF 3 CONSECUTIVE DAYS WHEN THE FOLLOWING
 - CONDITIONS EXIST:
 - a. THE AVERAGE OF THE DAILY HIGH AND LOW TEMPERATURE IS 40 DEGREES FAHRENHEIT OR LESS, AND; b. THE DAILY HIGH TEMPERATURE DOES NOT EXCEED 50 DEGREES FAHRENHEIT FOR MORE THAN 12 CONSECUTIVE HOURS AT A TIME.
- 10. HOT WEATHER REQUIREMENTS:
- DURING HOT WEATHER, PROPER ATTENTION SHALL BE GIVEN TO INGREDIENTS, PRODUCTION METHODS, HANDLING, PLACING, PROTECTION AND CURING TO PREVENT EXCESSIVE CONCRETE TEMPERATURES OR WATER EVAPORATION THAT COULD IMPAIR THE REQUIRED STRENGTH OR SERVICEABILITY OF THE MEMBER OR STRUCTURE ADHESIVE ANCHORING SYSTEMS FOR STEEL RODS, BARS, AND DEFORMED STEEL BAR CONCRETE OR MASONRY REINFORCING SHALL BE HILTI HIT-HY 200, UNLESS OTHERWISE NOTED.

MASONRY NOTES

1. ALL MASONRY CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 530 AND 530.1 AND ASSOCIATED COMMENTARIES AND THE FOLLOWING STANDARDS.

- CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90. FACE BRICK SHALL CONFORM TO ASTM C216.
- ANCHORED MASONRY VENEERS SHALL CONFORM TO SECTIONS 6.1 AND 6.2
- OF ACI 530/ASCE 5/TMS402
- MASONRY COMPRESSIVE STRENGTH, F'M = 2000 P.S.I. ALL MORTAR IN STRUCTURAL MASONRY TO BE TYPE 'N' AND SHALL CONFORM TO ASTM C270
- STRUCTURAL MASONRY UNITS TO HAVE NET AREA COMPRESSIVE STRENGTH OF 2,350 P.S.I.
- GROUT SOLID ALL MASONRY BELOW GRADE AND MINIMUM 2 COURSES BELOW BEARING PLATES AND EXPANSION ANCHORS. SEE ARCHITECTURAL DRAWINGS FOR FLASHING, WEATHERPROOFING, INSULATION AND RELATED WALL MATERIALS AND DETAILS. BULLNOSE ALL INTERIOR MASONRY CORNERS.
- 8. COLD WEATHER REQUIREMENTS:
 - MASONRY THAT IS TO BE PLACED DURING FREEZING OR NEAR-FREEZING WEATHER (BELOW 40 DEGREES FAHRENHEIT) SHALL COMPLY WITH THE FOLLOWING.
- MASONRY MATERIALS SHALL BE FREE FROM FROST. FROZEN MATERIALS OR MATERIALS CONTAINING ICE SHALL NOT BE
- USED. DO NOT BUILD ON FROZEN SUBSTRATES.
- COMPLY WITH COLD WEATHER CONSTRUCTION REQUIREMENTS
- CONTAINED IN ACI 530.1 / ASCE 6/TMS 602. HOT WEATHER REQUIREMENTS:
- COMPLY WITH HOT WEATHER CONSTRUCTION REQUIREMENTS FOR WEATHER ABOVE 90 DEGREES FAHRENHEIT CONTAINED IN ACI 530.1 / ASCE 6/TMS 602 16. SLIDE BEARINGS SHALL BE FURNISHED AND FABRICATED TO SUPPORT THE TOTAL ALLOWABLE REACTIONS INDICATED ON THE
- PLANS. APPROVED SLIDE BEARING MANUFACTURERS ARE: 16.1. VOSS ENGINEERING, INC. (VSB-SERIES PTFE/STEEL SLIDE BEARINGS)
 - 6965 NORTH HAMLIN AVENUE
 - LINCOLNWOOD, IL 60712
- PH: 847.673.8900
- SEISMIC ENERGY PRODUCTS, INC. 518 PROGRESS WAY
- ATHENS, TX 75751
- PH: 903.675.8571
- 16.3. FLOUROGOLD 11133 I-45 SOUTH, SUITE #P CONROE, TX 77302 PH: 936.441.5910

CONCRETE AND MASONRY STEEL REINFORCING NOTES

- 1. DEFORMED REINFORCING BARS IN CONCRETE OR MASONRY SHALL CONFORM TO ASTM A615 WITH A MINIMUM YIELD STRENGTH
- OF Fy = 60,000 PSI
- WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT SHALL CONFORM TO SPECIFICATIONS FOR WELDED STEEL FABRIC FOR CONCRETE REINFORCEMENT, ASTM A185. WELDED WIRE FABRIC SHALL BE DELIVERED IN FLAT SHEETS.
- REINFORCEMENT SHALL BE HELD IN POSITION BY CHAIRS, REBAR POSITIONERS, OR OTHER DEVICES WHICH WILL ENSURE THE ACCURATE POSITION AND SPACING OF THE BARS BOTH HORIZONTALLY AND VERTICALLY AND ARE SUFFICIENTLY RIGID TO AVOID DISPLACEMENT OF BARS IN PLACING AND VIBRATING OF CONCRETE OR MASONRY GROUT. REQUIRED LAP LENGTHS FOR REINFORCING IN REINFORCED CONCRETE:

a. **#**3 BARS, 22" LAP

- b. #4 BARS, 30" ∟AP
- c. #5 BARS, 36" LAP
- d. **#**6 BARS, 43" ∟AP e. #7 BARS, 50" LAP
- 4. REQUIRED LAP LENGTHS FOR REINFORCING IN REINFORCED MASONRY:
- a. **#**3 BARS, 36" ∟AP b. #4 BARS, 48" LAP
- c. #5 BARS, 60" LAP
- d. **#**6 BARS, 72" ∟AP e. #7 BARS, 84" LAP
- MINIMUM BEND DIAMETERS SHALL BE EQUAL TO: a. #3 - #8 BARS, 6 BAR DIAMETERS
- b. #9 #11 BARS, 8 BAR DIAMETERS
- c. #3 #5 BARS (STIRRUPS AND TIES), 4 BAR DIAMETERS A STANDARD HOOK SHALL BE EQUAL TO: a. 180-degree bend plus an extension of 4 bar diameters but not less than 2 $\frac{1}{2}$ inches. b. 90-DEGREE BEND PLUS A MINIMUM EXTENSION OF 12 BAR DIAMETERS
- c. FOR STIRRUP AND TIE HOOKS FOR #5 BARS AND SMALLER, 90- OR 135-DEGREE BEND PLUS AN EXTENSION OF 6 BAR DIAMETERS BUT NOT LESS THAN 2 $\frac{1}{2}$ INCHES. 7. PLAIN WELDED WIRE FABRIC REINFORCING SHEETS SHALL BE LAPPED A MINIMUM DISTANCE OF 2 CROSS WIRES PLUS 2 INCHES.

- REQUIRED LEVEL 1 SPECIAL INSPECTIONS MASONRY 1. COMPLIANCE WITH REQUIRED INSPECTION PROVISIONS OF THE CONSTRUCTION DOCUMENTS AND THE APPROVED SUBMITTALS SHALL BE VERIFIED. 2. VERIFICATION OF fm PRIOR TO CONSTRUCTION EXCEPT WHERE SPECIFICALLY EXEMPTED BY THIS CODE. 3. VERIFICATION OF SLUMP FLOW AND VSI AS DELIVERED TO TO THE SITE | CONTINUOUS FOR SELF-CONSOLIDATING GROUT. 4. AS MASONRY CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE: A. PROPORTIONS OF SITE-PREPARED MORTAR.
- B. CONSTRUCTION OF MORTAR JOINTS.
- C. LOCATION OF REINFORCEMENT, CONNECTORS, PRESTRESSING TENDONS PERIODIC AND ANCHORAGES.
- PRESTRESSING TECHNIQUE. GRADE AND SIZE OF PRESTRESSING TENDONS AND ANCHORAGES.

5. DURING CONSTRUCTION THE INSPECTION PROGRAM SHALL VERIFY:

- A. SIZE AND LOCATION OF STRUCTURAL ELEMENTS. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES OF
- OTHER CONSTRUCTION. C. SPECIFIED SIZE, GRADE AND TYPE OF REINFORCEMENT, ANCHOR BOLTS, AND PRESTRESSING TENDONS AND ANCHORAGES.
- D. WELDING OF REINFORCING BARS.
- E. PREPARATION, CONSTRUCTION, AND PROTECTION OF MASONRY DURING COLD WEATHER, I.E. TEMPERATURE BELOW 40 DEGREES FAHRENHEIT, PERIODIC
- OR HOT WEATHER, I.E. TEMPERATURE ABOVE 90 DEGREES FAHRENHEIT. APPLICATION AND MEASUREMENT OF PRESTRESSING FORCE.

6. PRIOR TO GROUTING, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:

- A. GROUT SPACE IS CLEAN. B. PLACEMENT OF REINFORCEMENT AND CONNECTORS, AND
- PRESTRESSING TENDONS AND ANCHORAGES. C. PROPORTIONS OF SITE-PREPARED GROUT AND PRESTRESSING GROUT
- FOR BONDED TENDONS. D. CONSTRUCTION OF MORTAR JOINTS.
- GROUT PLACEMENT SHALL BE VERIFIED TO ENSURE COMPLIANCE.
- A. GROUTING OF PRESTRESSING BONDED TENDONS.
- 8. PREPARATION OF ANY REQUIRED GROUT SPECIMENS, MORTAR SPECIMENS | PERIODIC AND/OR PRISMS SHALL BE OBSERVED.

REQUIRED SPECIAL INSPECTIONS - STRUCTURAL STEEL

. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS:

A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.

B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.

2. INSPECTION OF HIGH-STRENGTH BOLTING:

A. SNUG-TIGHT JOINTS.

MATCHMARKING, TWIST-OFF BOLT OR DIRECT TENSION INDIC INSTALLATION.

C. PRETENSIONED AND SLIP-CRITICAL JOINTS USING MATCHMARKING OR CALIBRATED WRENCH METHODS OF INSTA

MATERIAL VERIFICATION OF STRUCTURAL STEEL AND COLD

A. FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS 360.

B. FOR OTHER STEEL, IDENTIFICATION MARKINGS TO STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.

C. MANUFACTURER'S CERTIFIED TEST REPORTS.

4. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:

A. IDENTIFICATION MARKINGS TO CONFORM TO AWS S APPROVED CONSTRUCTION DOCUMENTS.

B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED

CONSTRUCTION ON THE TYPES OF WORK LISTED.

. INSPECTION OF WELDING:

FREQUENCY REFERENCE PERIODIC ACI 530.1 ART. 1.5 PERIODIC ACI 530.1 ART. 1.4B ACI 530.1 ART. 1.5B.1.b.3 ACI 530.1 ART. 2.6A PERIODIC PERIODIC ACI 530.1 ART. 3.3B ACI 530.1 ART. 3.4, 3.6A ACI 530.1 ART. 3.6B PERIODIC PERIODIC ACI 530.1 ART. 2.4B, 2.4H PERIODIC ACI 530.1 ART. 3.3F ACI 530 SEC. 1.2.2e, 1.16.1 PERIODIC PERIODIC ACI 530 SEC. 1.15, ACI 530.1 ART. 2.4, 3.4 CONTINUOUS ACI 530 SEC. 2.1.9.7.2, 3.3.3.4b IBC SEC. 2104.3, 2104.4 ACI 530.1 ART. 1.8C, 1.8D CONTINUOUS ACI 530.1 ART. 3.6B PERIODIC ACI 530.1 ART. 3.2D PERIODIC ACI 530 SEC. 1.13 ACI 530.1 ART. 3.4 PERIODIC ACI 530.1 ART. 2.6B PERIODIC ACI 530.1 ART. 3.3B CONTINUOUS ACI 530.1 ART. 3.5 ACI 530.1 ART. 3.6C CONTINUOUS IBC SEC. 2105.2.2, 2105.3 ACI 530.1 ART. 1.4 FREQUENCY REFERENCE PERIODIC AISC 360 SECTION A3.3 ASTM STANDARDS PERIODIC

	PERIODIC	AISC 360, SECTION M2.5 IBC 1704.3.3					
TURN-OF-NUT WITH CATOR METHODS OF	PERIODIC	1704.3.3					
TURN—OF—NUT — WITHOUT FALLATION:	CONTINUOUS						
D-FORMED STEEL DECK:							
IS TO CONFORM TO AISC	PERIODIC	AISC 360 SECTION M5.5					
CONFORM TO ASTM	PERIODIC	APPLICABLE ASTM MATERIAL STANDARDS					
	PERIODIC						
SPECIFICATION IN THE	PERIODIC	AISC 360SECTION A3.5 AND AW A5 DOCUMENTS					
EQUIRED.	PERIODIC						

A. STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:		
	CONTINUOUS	AWS D1.1 IBC 1704.3.1
	CONTINUOUS	100 1701.0.1
	CONTINUOUS	
4. PLUG AND SLOT WELDS.	CONTINUOUS	
5. SINGLE-PASS FILLET WELDS LESSER THAN 5/16 INCH	PERIODIC	
6. FLOOR AND ROOF DECK WELDS.	PERIODIC	AWS D1.3, IBC 1704.3.1
	PERIODIC	AWS D1.4 ACI 318: SECTION 3.5.2
	CONTINUOUS	

SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT.		
	CONTINUOUS	
	PERIODIC	
6. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE:		
	PERIODIC	IBC 1704.3
	PERIODIC	
	PERIODIC	
NOTES:		

1. THE 2015 MICHIGAN BUILDING CODE REQUIRES A SPECIAL INSPECTOR TO OBSERVE THE WORK ASSIGNED FOR THE CONFORMANCE TO THE APPROVED DESIGN DRAWINGS. THE SERVICES OF A CERTIFIED SPECIAL INSPECTOR SHALL BE MAINTAINED DURING IBC SHALL INDICATE THE 2015 MICHIGAN BUILDING CODE. 3. THE OWNER SHALL BE RESPONSIBLE FOR EMPLOYING ALL APPROVED AGENCIES FOR THE PERFORMANCE OF SPECIAL INSPECTIONS.

STRUCTURAL STEEL NOTES

- 1. DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE 13TH EDITION OF MANUAL OF STEEL CONSTRUCTION. 2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS:
 - WIDE FLANGE A992 PLATES, ANGLES & OTHER SHAPES A36
 - PIPE
- TUBING A500, GRADE 'B' FY=46 KSI STRUCTURAL STEEL CONNECTIONS SHALL BE AS FOLLOWS:
 - SHOP CONNECTIONS SHALL BE WELDED PER AWS D1.1. • FIELD CONNECTIONS SHALL BE BOLTED UNLESS WELDING IS DETAILED ON THE DRAWINGS.
 - BOLTS SHALL BE ASTM A325, TYPE 'N' ¾" DIA. U.N.O.
 - ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 36 U.N.O.
- ALL BOLTED CONNECTIONS TO CONFORM TO AISC 'SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A BOLTS' 4. BEAM CONNECTIONS SHALL BE STANDARD TWO ANGLE WEB CONNECTIONS CAPABLE OF SUPPORTING 75% OF THE TO

A53

- LOAD CAPACITY FROM THE UNIFORM LOAD CONSTANT IN THE AISC SPECIFICATIONS. 5. WELDING SHALL BE IN ACCORDANCE WITH CURRENT 'STRUCTURAL WELDING CODE-STEEL', AMERICAN WELDING SOCIE'
- D1.1. ELECTRODES SHALL BE E70. ANCHOR BOLTS SHALL BE FURNISHED BY THE STRUCTURAL STEEL CONTRACTOR AND SET BY THE FOUNDATION CON SHELF ANGLES SHALL BE PROVIDED ON COLUMNS AS REQUIRED TO SUPPORT THE ROOF DECK. TYPICAL DRAWINGS AND CALCULATIONS OF TYPICAL CONNECTION DETAILS SHALL BE SUBMITTED FOR APPROVAL PRIOF
- PROCEEDING WITH DETAILING. STEEL REQUIRED FOR ROOF OPENINGS, DOOR JAMBS, DOOR HEADERS, LOUVERS, PARAPETS AND EXPANSION JOINTS THE ARCHITECTURAL AND STRUCTURAL DRAWINGS SHALL BE INCLUDED IN THE STRUCTURAL STEEL CONTRACT.
- 10. THE STEEL CONTRACTOR IS RESPONSIBLE FOR SUPPLYING THE NECESSARY MATERIALS AND LABOR FOR THE SAFE ROOF OPENINGS AND ROOF TOP UNIT SUPPORTS EVEN IF SUCH MATERIAL IS NOT SHOWN ON THE STRUCTURAL OF ARCHITECTURAL DRAWINGS. THE STEEL CONTRACTOR SHALL REFER TO THE MECHANICAL DRAWINGS FOR INFORMATI ROOF OPENINGS AND ROOF TOP UNITS.
- 11. IN NO CASE SHALL THE OWNER AND/OR ARCHITECT/ENGINEER BE CHARGED FOR COSTS INCURRED BEYOND THE C PRICE FOR INFORMATION RELATED TO THE PREVIOUS TWO ITEMS. 12. INSTALL DECK PER SDI SPECIFICATIONS AND STRUCTURAL DESIGN DRAWINGS.
- 13. SUBMIT STRUCTURAL STEEL, STEEL JOIST AND METAL DECK SHOP DRAWINGS TO ARCHITECT/ENGINEER FOR REVIEW PRIOR TO FABRICATION.
- 14. CONNECTIONS FOR WIDE FLANGE BEAMS AND GIRDERS TO TUBE COLUMNS TO BE KNIFE PLATE (THRU-PLATE) OR DOUBLE ANGLE CONNECTIONS UON.

	1	
REQUIRED SPECIAL INSPECTIONS - CONCRETE	FREQUENCY	REFERENCE
1. INSPECTION OF REINFORCING STEEL, INCLUDING PRESTRESSING TENDONS, AND PLACEMENT.	PERIODIC	ACI 318: 3.5, 7.1–7.7 IBC 1913.4
2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH DETAIL 2.S3-2 ITEM 5.B.		AWS D1.4 ACI 318: 3.5.2
3. INSPECTION OF BOLTS TO BE INSTALLED IN CONCRETE PRIOR TO AND DURING PLACEMENT OF CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED OR WHERE STRENGTH DESIGN IS USED.	CONTINUOUS	ACI318: 8.1.3, 21.2.8 IBC: 1911.5, 1912.1
4. INSPECTION OF ANCHORS INSTALLED IN HARDENED CONCRETE.	PERIODIC	ACI 318: 3.8.6, 8.1.3, 21.2.8; IBC: 1912.1
5. VERIFYING USE OF THE REQUIRED DESIGN MIX.	PERIODIC	ACI 318: CH. 4, 5.2-5.4; IBC: 1904.2.2, 1913.2, 1913.3
6. AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	CONTINUOUS	ASTM C 172, ASTM C 31; ACI 318: 5.6, 5.8; IBC: 1913.1
7. INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	CONTINUOUS	ACI 318: 5.9, 5.10; IBC: 1913.6, 1913.7, 1913.8
8. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE TECHNIQUES.	PERIODIC	ACI 318: 5.11-5.13; IBC: 1913.9
 9. INSPECTION OF PRESTRESSED CONCRETE: A. APPLICATION OF PRESTRESSING FORCES. B. GROUTING OF BONDED PRESTRESSING TENDONS IN THE SEISMIC-FORCE-RESISTING SYSTEM. 	CONTINUOUS CONTINUOUS	ACI 318: 18.20 ACI 318: 18.18.4
10. ERECTION OF PRECAST CONCRETE MEMBERS.	PERIODIC	ACI 318: CH. 16
11. VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING TENDONS IN POSTTENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND SRTUCTURAL SLABS.	PERIODIC	ACI 318: 6.2
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	PERIODIC	ACI 318: 6.1.1
NOTES:	1	1
1. THE 2015 MICHIGAN BUILDING COD E REQUIRES A SPECIAL INSPECTOR T CONFORMANCE TO THE APPROVED DESIGN DRAWINGS. THE SERVICES OF A MAINTAINED DURING CONSTRUCTION ON THE TYPES OF WORK LISTED.		
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2. IBC SHALL INDICATE THE 2015 MICHIGAN BUILDING CODE.

3. THE OWNER SHALL BE RESPONSIBLE FOR EMPLOYING ALL APPROVED AGENCIES FOR THE PERFORMANCE OF SPECIAL INSPECTIONS.

STRUCTURAL DRAWING INDEX

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MICHIGAN CODE 2012

ROOF LIVE LOAD
LIVE LOAD
SNOW LOADS
GROUND SNOW LOAD (Pg)
SNOW EXPOSURE FACTOR (Ce)
IMPORTANCE FACTOR (Is)
THERMAL FACTOR (Ct)
FLAT ROOF SNOW LOAD (Pf)
WIND LOADS
BASIC WIND SPEED
WIND EXPOSURE CATEGORY
IMPORTANCE FACTOR (Iw)
MAIN WIND FORCE RESISTING SYSTEM DESIGN PRESSURE, qh
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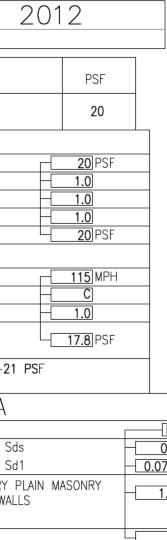
&	AND
#	NUMBER
A/E	ARCHITECT/ENGINEER
AB	ANCHOR BOLT
ACI	AMERICAN CONCRETE INSTITUTE
ADD'L	ADDITIONAL
AHU	AIR HANDLING UNIT
AISC ALT ARCH ASCE ASTM AWS	AMERICAN INSTITUTE OF STEEL CONSTRUCTION ALTERNATE ARCHITECTURAL / ARCHITECT AMERICAN SOCIETY OF CIVIL ENGINEERS AMERICAN SOCIETY FOR TESTING MATERIALS AMERICAN WELDING SOCIETY
B	BOTTOM
BL	BUILDING LINE
BLDG	BUILDING
BLKG	BLOCKING
BM	BEAM
BOF	BOTTOM OF FOOTING
BOF	BOTTOM
BP	BASE PLATE
BRG	BEARING
BSMT	BASEMENT
BTWN	BETWEEN
C-	COLUMN MARK
CANT	CANTILEVER
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CL	CENTER LINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONC	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COORD	COORDINATE
D	DEPTH
DET	DETAIL
DIA	DIAMETER
DIAG	DIAGONAL
DN	DOWN
DWG	DRAWING
(E) EA EF EJ ELECT ELECT ELEV EQ EW EXIST EXP EXT	EXISTING EACH EACH END EACH FACE EXPANSION JOINT ELEVATION ELECTRICAL ELEVATOR EQUAL EACH WAY EXISTING EXPANSION EXTERIOR
F—	FOOTING MARK
FD	FLOOR DRAIN
FDN	FOUNDATION
FIN	FINISH
FL	FULL LENGTH
FLR	FLOOR
FTG	FOOTING
GA	GAGE, GAUGE
GALV	GALVANIZED
GB	GRADE BEAM

ORIZ	HOOK HORIZONTAL HIGH POINT HEATING – VENTILATION – AIR CONDITIONING
	INTERNATIONAL BUILDING CO INSIDE DIAMETER INSIDE FACE ISOLATION JOINT INTERIOR
- Sl	JOINT JOIST SEAT KIPS PER SQUARE INCH
H V	LEFT END LONG LEG HORIZONTAL LONG LEG VERTICAL LOW POINT
ECH FR N	MATERIAL MAXIMUM MECHANICAL MANUFACTURER MINIMUM MISCELLANEOUS
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ECT M DG PEC Q TD TL	SCHEDULE SECTION SIMILAR SLOPE SLAB ON GRADE SPECIFICATION SQUARE STAINLESS STEEL STANDARD STEEL STRUCTURAL
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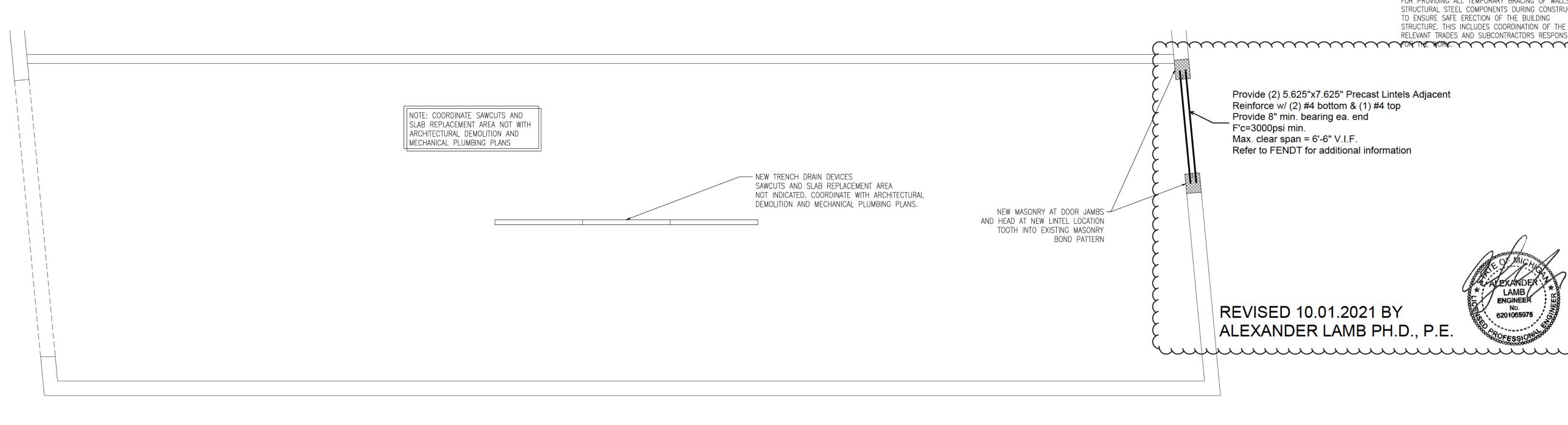


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	SLAB ON GRADE
	SLAB ON GRADE DESIGN CRITERIA:
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Section 7, Item A.



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<u>GENERAL NOTES</u>

1. THE DESIGN PROVIDED IS STABLE IN THE FINAL CONSTRUCTED STATE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TEMPORARY BRACING OF WALLS AND STRUCTURAL STEEL COMPONENTS DURING CONSTRUCTION TO ENSURE SAFE ERECTION OF THE BUILDING STRUCTURE. THIS INCLUDES COORDINATION OF THE RELEVANT TRADES AND SUBCONTRACTORS RESPONSIBLE

> L'ALEXANDE

No. 6201065975

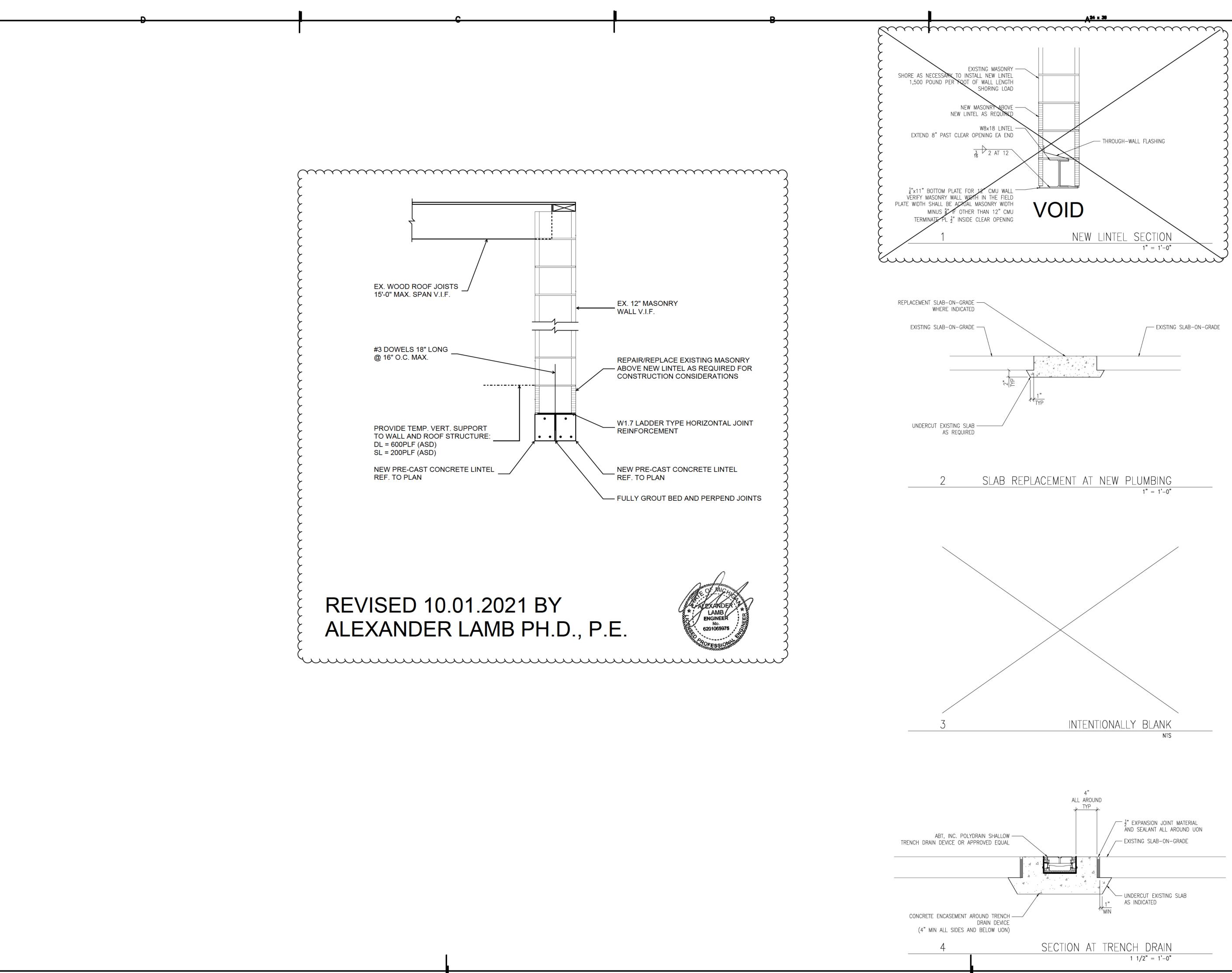
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- Provide (2) 5.625"x7.625" Precast Lintels Adjacent Reinforce w/ (2) #4 bottom & (1) #4 top Provide 8" min. bearing ea. end F'c=3000psi min. Max. clear span = 6'-6" V.I.F. Refer to FENDT for additional information
- REVISED 10.01.2021 BY

DD Å 512 N MAIN ST | ROYAL DAK MI | 48067 248.763.3678 | WWW.DOKESDESIGN.COM THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND THE PROPERTY OF LAVERE STRUCTURAL CONSULTING LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY REASON WITHOUT THE WRITTEN AUTHORIZATION OF LAVERE STRUCTURAL CONSULTING LLC. CONSULTANT: LaVere Structural Consulting LLC 2727 Second Avenue Suite 129 Detroit MI 48201 Ph.: 313.262.6947 www.laverestructural.com S С MR. ANTHONY KILIMAS SOMEDAY BREWING, LLC 20746 MACK AVE. GROSSE POINTE WOODS, MI 48236 PROJECT: SOMEDAY BREWING 20746 MACK AVE GROSS POINTE WOODS MI 48236 FOR CONSTRUCTION 08/10/21 FOR REVIEW 7/23/21 FOR REVIEW 12/07/20 DATE REVISION SEAL: SHEET THE

Section 7, Item A.

MASONRY/SLAB AND FRAMING PLANS Dete: Project Number: SHEET NUMBER:



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Someday Brewing, LLC - LLC Officers/Directors

Name: Anthony Kilimas – Manager Age: 37 Years Old Home Address: Citizenship: United States America Place of Birth:

Statements of No Criminal Record

I, Anthony Kilimas, have never been charged or convicted of a felony or crime involving moral turpitude, violence or alcoholic liquors, and is not disqualified to receive a license by reason of any matter or thing contained in this chapter or the laws of the state. Nor will I violate any laws of the state, of the United States or any ordinance of the city in the conduct of its business.

Date - 12/1/2021

Anthony Kilimas

Authour Malut

I, Anthony DeRosa, have never been charged or convicted of a felony or crime involving moral turpitude, violence or alcoholic liquors, and is not disqualified to receive a license by reason of any matter or thing contained in this chapter or the laws of the state. Nor will I violate any laws of the state, of the United States or any ordinance of the city in the conduct of its business.

Date - 12/1/2021

Anthony DeRosa

atts DA-

Statement of Renovation Timeline

Renovation of 20746 Mack Ave. is underway. We have completed interior demolition and the building is prepped for renovation. Architectural drawings have been submitted to the Building Department for necessary permits. My general contractor, The Roy Co., is ready to begin final build out as soon as we receive city approval to do so. Renovation should be complete within 90 of days of commencing. Once renovation is complete and all inspections have been passed, we can start making product which will take at least 30 days before it is ready for sale. In the interim, we intend to open limited hours for the sale of merchandise (shirts, glassware, etc.).

Statement of Proposed Hours of Operation

Someday Brewing will primarily be a production and to-go retail facility. In 2022, we will be open limited hours as we build our retail stock and add additional brewing equipment. By 2023, we intend to be open for on site consumption during limited hours. We intend to be a complement to surrounding businesses and have no desire to compete with existing bars and restaurants for customers. We will not be serving food, but will allow customers to bring in food from other establishments once we are open for on-site consumption.

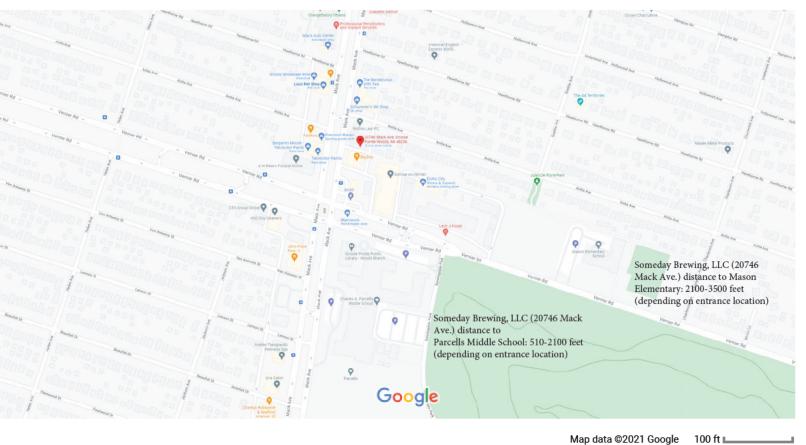
Our 2022 proposed Hours of Operation for retail sales are:

Sunday - Closed (production day) Monday - Closed (production day) Tuesday - By Appointment (production day) Wednesday - 5 PM to 9 PM Thursday - By Appointment Friday - 5 PM to 9 PM Saturday - 11 AM to 4 PM



20746 Mack Ave

Someday Brewing, LLC

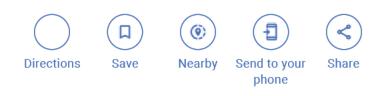


Map data ©2021 Google



20746 Mack Ave

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You visited last month

20746 Mack Ave, Grosse Pointe Woods, MI 48236

C3VV+QF Grosse Pointe Woods, Michigan

Photos

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20746 Mack Ave. Anthony Kilimas

State of Michigan)

) ss.

County of Wayne)

I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 01/27/22 to the following property owners within a 300 foot radius of the above property in accordance with the provisions of the 2017 City Code of Grosse Pointe Woods. A Hearing fee of \$2,500.00 has been received with receipt # 447709.

Paul P. Antolin Deputy City Clerk

See attached document for complete list.

City of Grosse Pointe Woods, Michigan

NOTICE IS HEREBY GIVEN that in accordance with Chapter 4, Article II, Liquor and Tavern Licenses of the 2017 City Code of the City of Grosse Pointe Woods, Michigan, the City Council will hold a public hearing on Monday, February 7, 2022, at 7:00 p.m. at 20025 Mack Plaza in the Council-Court Room of the Robert E. Novitke Municipal Center to hear comments from the public prior to City Council considering and taking action on the application from Anthony Kilimas, Someday Brewing, LCC, located at 20746 Mack Avenue, Grosse Pointe Woods, to obtain a Small Wine Maker, Micro brewer License and On-Premise Tasting Room Permit. The City Council reserves the right to grant all, some, or none of the requests for a license and a permit. All interested persons are invited to attend and will be given an opportunity for public comment. The file is available for public scrutiny at the City Clerk's office at City Hall.

The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office up to the close of business preceding the hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should contact the Grosse Pointe Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.

Paul P. Antolin Deputy City Clerk

IANTONIO & TADA MA77ODANA
CHRISTOPHER OLZEM
HAWTHORNE-MACK INVESTMENTS LLC
CLAUDIA MONLEY
HAWTHORNE-MACK INVESTMENTS LLC
EUWARD KOHL
OCCLIPANT
STEVEN HOPKINS
JOHN VENS
WOODS FINE WINE
HAWTHORNE-MACH
DONALD COOK
OCCUPANT
CITY OF GROSSE POINTE WOODS
HAWTHORNE-MACK INVESTMENTS LLC
JERRY & PAMELA DIXON
ROCKEL CAMPBELL
SHAKER HOLDINGS
A H P BUILDING CO.
MARK NARCISSE
XIOMARA CHRISTENSEN
BRENDAN BARKUME
MICHAEL CASTILE
A H PETERS FUNERAL HOME
BRADLEY CLARY
KEITH & CHRISTINE CODERRE
DIANN MITCHELL
BB234 LLC
HEALTH CARE REIT INC
OCCUPANT
MICHIGAN FUELS INC
OCCUPANT
A H P BUILDING CO
BRYON KING
JOHN AND SUSAN WHELAN
DEANNA CHRISTMAN
OCCUPANT
20930 MACK AVENUE, INC./TRATTORIA ANDIAMO
TRATTORIA SERVE
DA EDOARDO RES
LUCHMOOK CLUB
MERIT WOODS D
BUCCI
OXFORD BEVERAGE

20746 Mack Ave. - 300' Radius

Radius
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20746

Property Address	Owner Name1	Owner Name2	Owner Address	Dumor Citylete 17:-
	THE KROGER CO. DE MICHIGAN			OWIEL DIVISIALE/LIP
			ZU42Z MACK AVE	GROSSE POINTE WOODS, MI 48236
		KROGER STORE #454	P.O. BOX 305103	NASHVILLE TNI 37230
	CHAMPS OF GROSSE POINTE WOODS, LLC	CHAMPS	20515 MACK AVF	GROSSE DOINTE MOODS MI 40226
	CKRK, INC.	MERCHANT'S FINE WINES	21038 MACK AVE	
		MEDCHANT'S CINE VAIMES		GIAUGUE FUINTE WOUDS, MI 48230
			Z1034 MACK AVE	GROSSE POINTE WOODS. MI 48236
	WOUDWARD DE LAUL UVS, L.L.U.	CVS/PHARMACY #8107	20460 MACK AVE	GROSSE POINTE WOODS MI 48236
		WOODWARD DETROIT CVS. L.L.C.	ONF CVS Drive MC #1160	
	VERITAS AGENTS I I C	VERITAS ACENTS ILC		WOONSOCKET, KI UZ093
			JASS MUURLAND DR	GROSSE POINTE WOODS. MI 48236
	IMACK HAW I HURNE GROUP, INC.	ITELLY'S PLACE	20795 MACK AVE	GROSSE POINTE MOODS MI 10005
	MAACK AVENUE FOODS IND		ZU/91 MACK AVE	GROSSE POINTE WOODS, MI 48236
	IMAUN AVENUE FOUDS, INC	IMACK AVENUE GRILLE	19841 MACK AVE	GROSSE POINTE WOODS MI 48236
	CHURCHILL'S OF GROSSE POINTE, INC.	CHURCHILL'S CIGAR BAR	19271 MACK AVE	
	FARIO VENTI IRES INF			GRASSE FUINTE WOUDS, MI 48236
		ITABIO VENTURES, INC./SALVATURE SCALLOPINI	19655 MACK AVE	GROSSE POINTE WOODS, MI 48236
	CHEF MOWEN, LLC	FERLITO'S FAMILY DINING	20745 MACK AVF	GROSSE POINTE MOODS MI 10226
	ILITTLE TONY'S LOUNGE, INC.	I ITTI E TONY'S I OLINCE		
			20313 MACK AVE	GROSSE POINTE WOODS, MI 48236



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Copyright 1999 - 2021 Anderson, Eckstein & Westrick, Inc.* *All Rights Reserved



Subject: 20746 Mack Ave. Buffer: 300' Date: 01/27/22



Copyright 1999 - 2021 The City of Grosse Pointe Woods, MI*

Copyright 1999 - 2021 Anderson, Eckstein & Westrick, Inc.* *All Rights Reserved



Subject: 20746 Mack Ave. Buffer: 300' Date: 01/27/22 109

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CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA GROSSE POINTE WOODS, MI 48236 Phone : (313) 343-2440 E-Mail : SMURPHY@GPWMI.US WWW.GPWMI.US

Received From: SOMEDAY BREWING, LLC Date: 12/17/2021 Time: 1:37:24 PM Receipt: 447709 *** REPRINT *** Cashier: Ibishop

ITEM REFERENCE	AMOUNT
0548 CITY CLERK MISC RECEIPTS LIQUOR LICENSE	\$2,500.00
TOTAL	\$2,500.00
CHECK 539 Total Tendered:	\$2,500.00 \$2,500.00
Change:	\$0.00

12.00

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News 16980 Kercheval Pl Grosse Pointe, Michigan 48230 (313)882-3500

COUNTY OF WAYNE STATE OF MICHIGAN, SS.

Melanie Mahoney being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on the following date:

January 27, 2022

#2 GPW 1/27 PHN 2-7 TASTING ROOM

and knows well the facts stated herein, and that she is the <u>Administrative Assistant</u> of said newspaper.

City of Grosse Painte Moods, Michigan	
NOTICE IS INEREBY GIVEN that in accordance with Chapter 4. Article II, Liquor and Tavern Licenss of the 2017 Cay Code of the Gip of Grosse Pointer Woods, Michigan, the City Council will hold a public hearing on Monday, Fehruary, 7. 2022. at 7.00 p.m. Novike Municipal Center to their comments from the public prior to City Council considering and Maday Barewing, LCC, Located at 20746 Mack Avenue, Grosse Pointe Woods, to obtain a Small Wine Maker. Micro Horowski, Carlo Markar, Santa Santa, Santa Santa, Santa Santa, Santa Barewing, Santa Santa, Santa Santa, Santa Santa, Santa Santa Markar, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Antony, Klimas, Santaday Brewing, LCC, Located at 20746 Mack Avenue, Grosse Pointe Woods, to obtain a Santal Wane Maker. Micro Barewing, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Markar, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa Santa Santa, Santa Santa, Santa Santa, Santa Santa, Tan Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa, Santa Santa Santa Santa, Santa Santa Santa, Santa Santa, Santa Santa Santa Santa Santa, Santa Santa Santa, Santa Santa, Santa Santa Santa Santa Santa, Santa Santa Santa, Santa Santa Santa, Santa	
The public may typear in person or be represented by counsel. Written comments will be received in the City Clerk's office up to the close of business preceding the hearing. A group spokaperonis encouraged on a geneda items correcting organized groups. Individuals with disabilities requiring auxiliary aids or services at the meeting should control the Grosse Pointer Woods Clerk's Office at 313 343-2440 seven days prior to the meeting.	
G.P.N.: 01/27/2022 Deputy City Cierk	

JOSEPH A. KUHN NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF MACOMB My Comm. Exp. 66/65/2023 Acting in the County of WARNE Date.

Notary Public



LISA A. ANDERSON landerson@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 rsjalaw.com



ROSATI | SCHULTZ JOPPICH | AMTSBUECHLER

MEMORANDUM

TO: Grosse Pointe Woods City Council

FROM: Lisa A. Anderson, City Attorney

DATE: November 30, 2021

RE: Ordinance Amendment Regarding City Administrator Supervision of Clerk, Treasurer, and City Departments

As you know, on November 2, 2021, voters approved two charter amendments to permit Council to adopt an ordinance placing the City Clerk and Treasurer, and their departments, under the supervision of the City Administrator. At the request of the Mayor, I have prepared a proposed ordinance to accomplish these goals. The ordinance adds a new Section 2-1 to the City Code to provide that the Clerk and Treasurer positions will work under the supervision of the City Administrator. The Clerk and Treasurer will continue to be appointed by and serve at the pleasure of Council, with Council fixing their compensation. A new Section 2-2 will be added to provide that all City departments, other than the Assessor and Attorney, will be under the supervision of the City Administrator. I will be available at the December 6, 2021 Council meeting to address any questions.

ORDINANCE NO.

AN ORDINANCE TO AMEND CITY OF GROSSE POINTE WOODS CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, TO ADD REGULATIONS PLACING THE CITY CLERK, CITY TREASURER, AND CITY DEPARTMENTS UNDER THE SUPERVISON OF THE CITY ADMINISTRATOR.

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Section 1. Ordinance Amendment.

The Grosse Pointe Woods City Code, Chapter 2, "Administration," Article I, "In General," is hereby amended to read as follows:

ARTICLE I. – IN GENERAL

Sec. 2-1. – Clerk and treasurer.

The City Clerk and the City Treasurer shall be appointed by and serve at the pleasure of the Council. The Clerk and the Treasurer shall, for administrative purposes, work under the supervision of the City Administrator and shall perform duties requested by the City Administrator, so long as such duties are not inconsistent with the Charter or any statutory provisions as to the powers and duties of their office.

Sec. 2-2. – Supervision of city departments.

All city departments shall be under the supervision of the City Administrator, except for the departments of the City Attorney and City Assessor.

Section 2. Repeal.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the City of Grosse Pointe Woods Code of Ordinances shall remain in full force and effect, amended only as specified above.

Section 3. Savings Clause.

The amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the City of Grosse Pointe Woods Code of Ordinances set forth in this ordinance.

Section 4. Severability.

If any section, clause or provision of this ordinance, or the application thereof to any person, firm, corporation, legal entity or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of this body that the ordinance is severable, and that the ordinance would have been adopted had such invalid or unconstitutional provision not have been included in this ordinance.

Section 5. Effective Date.

This ordinance shall be effective 20 days after enactment.

CERTIFICATION OF CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting of the City Council duly called and held on the 7th day of February, 2022.

Paul P. Antolin, Deputy City Clerk

First Reading: Second Reading: Published in GPN: Adopted: Effective: Date Posted:

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe Pictor News 16980 Kercheval Pl Grosse Pointe, Michigan 48230 (313)882-3500

COUNTY OF WAYNE STATE OF MICHIGAN, SS.

Melanie Mahoney being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on the following date:

Febuary 3, 2022

#2 GPW 2/3 2ND READ CHAP 2 ART I

and knows well the facts stated herein, and that she is the <u>Administrative Assistant</u> of said newspaper.

anie

City of Grosse Pointe Monds, Michigan

NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed ordinance for a second reading at its meeting scheduled for Monday, February 7, 2022 at 7:00 p.m. in the Council Chambers/Court Room of the Robert E. Novitke Municipal Center. The proposed ordinance is available for public inspection at the Municipal Center, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.

An Ordinance to Amend City of Grosse Pointe Woods Code of Ordinances, Chapter 2, Administration, Article I, In General, To Add Regulations Placing the City Clerk, City Treasurer, and City Departments under the Supervision of the City Administrator.

> Paul P. Antolin Deputy City Clerk

Notary Public